

2

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session September 7, 2010
(Date)

Work Session _____

- I. A. Request made by: James W. Collins, Executive Assistant Phone # 854-9523
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Introduction of Andrew Williams to Commissioners Court

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

*Assistant County
Attorney*

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

B. Please list all of the agencies or officials names and telephone numbers that might be affected 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 (reclassification, 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 SEP - 1 PM 2:12

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

ANDREW M. WILLIAMS

11500 JOLLYVILLE ROAD #2614, AUSTIN, TEXAS 78759 · (512) 844-4416 · amwilliams.14@gmail.com

EDUCATION

**THE UNIVERSITY OF TEXAS LAW SCHOOL
J.D.**

Austin, TX
May 2009

Activities and Accomplishments: Order of the Barristers
Board of Advocates 2008-2009 Member of the Year
Best Advocate, Strasburger Price Senior Honors Mock Trial
Champion, Strasburger Price Senior Honors Mock Trial
Finalist, Haynes and Boone Mock Trial
Semi-finalist, Vial Hamilton Mock Trial
Texas Young Lawyers Association Mock Trial Team
Georgetown National Invitational White Collar Crime Mock Trial Team
Recipient, Stanly P. Wilson Scholarship for Excellence in Trial Advocacy
American Bar Association Arbitration Competition
Co-President, OUTlaw (GLBT Student Group)
Staff, University of Texas Criminal Defense Clinic
Fall Litigation Institute 2007, 2008
Student Member, Inns of Court (legal mentoring group)
Member, Board of Advocates
3.4 GPA

THE GEORGE WASHINGTON UNIVERSITY LAW SCHOOL

Washington, DC

Activities and Accomplishments: Member, Mock Trial Board (members selected through competition)
Finalist, 1L Moot Court Competition
Participant, Alternative Dispute Resolution Competition

HARDIN-SIMMONS UNIVERSITY

Abilene, TX
August 2001

B.B.S., Sports, Fitness, and Leisure

Activities and Accomplishments: 3.96 GPA; *summa cum laude*
Recipient, Major of the Year Award 2001
President's List (4 semesters)
Dean's list (1 semester)

EXPERIENCE

WILLIAMS & LESLIE PLLC

Austin, TX
March 2010-August 2010

Partner, President

Represented clients through all phases of civil litigation.
Participated in day to day management of the firm.

TRAVIS COUNTY ATTORNEY'S OFFICE

Austin, TX
May 2009-present

Law Clerk Civil Litigation Division; Criminal Division

Research case law and statutes applicable to pending cases.
Draft motions.
Argue motions before the court.
Observe pretrial conferences, trials, hearings, depositions and plea negotiations.
Watch DWI videos and make case notes of relevant facts.

LAW OFFICE OF BROADUS SPIVEY

Austin, TX
October, 2007- May 2009

Law Clerk

Interview and prepare witnesses.
Conduct direct and cross examinations in legal proceedings.
Participate as member of trial team in legal proceedings.

- Participate in client meetings.
- Research case law and statutes applicable to pending cases.
- Prepare and file motions, briefs and responses for cases in both federal and state courts.
- Prepare trial notebooks.
- Direct communications with private investigators and police agencies.

TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE

Austin, TX
June-July, 2008

Legal Intern

- Prepare indictments.
- Analyze evidence and its applicability to the case.
- Prepare memos on applicable law, incorporating facts at hand.
- Observe trials and other court room proceedings.
- Participate in police ride-a-longs and crime lab tours.

FEDERAL DISTRICT COURT OF THE EASTERN DISTRICT OF MICHIGAN

Detroit, MI
May, 2007

Legal Intern

- Read party briefs, research applicable law and submit preliminary drafts of opinions.
- Read pleadings and answers and write case summaries.
- Review case files and prepare bench memos for Honorable Judge Rosen.
- Observe various federal hearings, trials and judicial proceedings.

EASTWOOD AND AZIA, PLLC

Washington, DC
October 2006-August, 2007

Legal Intern

- Research applicable statutes, regulations and manuals, submit appellate briefs to Administrative Law Judges.
- Participate in ALJ hearings seeking reversal of Medicare claim denials.
- Review and prepare client documents under subpoena by the Office of Inspector General, US Department of Health and Human Services, regarding multi-state civil fraud investigation.
- Participate in client conference calls with firm Partners and Associates.
- Review, analyze and index documents received under the Freedom of Information Act.

AUSTIN INDEPENDENT SCHOOL DISTRICT

Austin, TX
2005-2006

Secondary English Teacher, Assistant Soccer Coach, Advisory Coordinator

- Coordinated and implemented English III curriculum; coordinated all English III teachers at Johnston High School including but not limited to pacing, activities, planning meetings, and Texas Assessment of Knowledge and Skills data; facilitated team planning sessions.
- Planned and implemented after-school practices; supervised and coached games.
- Tracked 15 students' grades and attendance and communicated trends to parents; advised and mentored those students.

ROUND ROCK/PFLUGERVILLE/SWEETWATER INDEPENDENT SCHOOL DISTRICTS

2001-2005

Head Volleyball Coach, Assistant Soccer Coach, Secondary English Teacher

- Coordinated University Interscholastic League rule compliance, coordinated referees and support staff for games; coordinated team travel; ordered equipment and budgeted funds.
- Supervised staff of three assistants; motivated staff and athletes to work efficiently.
- Planned classroom curriculum; taught and evaluated student progress.

PROFESSIONAL ASSOCIATIONS

- American Inn of Courts
- American Bar Association, Student Member
- Texas State Bar Association, Licensed Member in Good Standing

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Travis County Commissioners Court Agenda RequestVoting Session: September 7, 2010
(Date)Work Session: _____
(Date)

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

B. Requested Text:

Approve Resolution Recognizing September 2010 as Citizenship Awareness Month in Travis County.

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

Signature of Commissioner(s) or County Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 3:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court



Resolution

WHEREAS, between 1990 and 2008, Travis County has experienced a 305% increase in its foreign-born population¹;

WHEREAS, approximately 182,700 foreign-born individuals live in Travis County, comprising 18% of the county population, and only a little over one-quarter (27%) have United States citizenship status²;

WHEREAS, United States citizenship has many tangible benefits for our neighbors and community;

WHEREAS, immigrants face a number of challenges with the Federal System of applying for citizenship, including overcoming language barriers and difficulty with the paperwork process, financial cost, lack of access to legal services, and administrative backlogs;

WHEREAS, the Immigrant Services Network of Austin (ISNA) is holding the first ever Citizenship Awareness and Screening Event (CASE) on September 18, 2010 to screen, educate and inform 600 Travis County residents about citizenship; and

WHEREAS, Travis County encourages those who are not citizens to complete their quest for the American dream by becoming a citizen of the United States of America.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM THE MONTH OF SEPTEMBER 2010 AS

"CITIZENSHIP AWARENESS MONTH"

IN TRAVIS COUNTY, AND ENCOURAGE ALL OUR RESIDENTS TO INCREASE THEIR AWARENESS OF CITIZENSHIP BY ENGAGING IN ACTIVITIES AND SUPPORTING PROGRAMS DESIGNED TO ENCOURAGE THE APPRECIATION OF AND APPLICATION FOR CITIZENSHIP IN OUR COMMUNITY.

SIGNED AND ENTERED THIS _____ DAY OF SEPTEMBER 2010.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

¹ Source data: U.S. Census, 1990 & 2000; 2008 American Community Survey 1-Year Estimates

² Source data: 2008 American Community Survey 1-Year Estimates

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

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Voting Session: SEPTEMBER 7, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST FROM SIGNATURE SCIENCE, LLC TO USE TRAVIS COUNTY MEDICAL TRAINING SIMULATOR EQUIPMENT.

C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

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



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

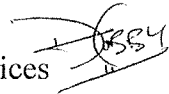
*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager, Emergency Services 

Date: September 1, 2010

Subject: Medical Training Simulator Equipment Request

I request Court approval of the attached Agreement ("License Agreement for Medical Simulator Equipment") to allow Signature Science, LLC the use of STAR Flight Medical Simulator Equipment for a specified number of days in September described in the Agreement for training purposes. They will pay at daily rate of \$350.00 for the use of this equipment, plus any supplies used in the training that cannot be re-used, and will pay the cost of any repairs required as a result of use or misuse resulting in damage to the Medical Simulator Equipment.

This use will not interfere with any training programs already scheduled in the STAR Flight Program.

Thank you for your consideration in this request.

LICENSE AGREEMENT FOR MEDICAL SIMULATOR EQUIPMENT

This License Agreement (this "Agreement") is made and entered into by and between the following parties: Travis County, a political subdivision of the State of Texas ("County") and Signature Science, LLC, doing business as Signature Operations ("Licensee"), a Texas corporation.

RECITALS

Licensee is conducting Emergency Medical Training courses. Licensee desires to use Medical Simulator Equipment owned by Travis County and used in its training programs for the *STAR* Flight Program.

County desires to allow Licensee to use County's Medical Simulator Equipment for this purpose.

AGREEMENT

County and Licensee, in consideration of the mutual promises expressed in this license and the compensation agreed to be paid in it, covenant and agree to and with each other as follows:

I. DEFINITIONS

1.1 "Emergency Medical Training" means a clinical training instruction and exercise under the clinical supervision of trained emergency medical instructors.

1.2 "Medical Simulator Equipment" means the computerized medical training manikin and accessories owned by Travis County and used in its training programs for the *STAR* Flight Program.

1.3 "License" means all of the rights granted to Licensee and subject to all of the limitations in this document.

1.4 "License Term" means a maximum of September 8, 9 and 10 and September 14. the Medical Simulator Equipment would be provided at a mutually convenient time on September 8 and returned on either September 9 or September 10 and would again be provided on September 14 and returned the same day after completion of the Emergency Medical Training. The exact time for pick up and return to be determined by the Executive Manager, Emergency Services and a representative of Licensee, based on a time agreeable to both parties.

II. GRANT OF LICENSE

2.1 County, as the owner of the Medical Simulator Equipment grants a license to Licensee, its employees, and agents, to use the Medical Simulator Equipment during the License Term for the purposes stated in 2.2.

2.2 Use under this License is limited to the following while providing Emergency Medical Training:

2.2.1 the demonstration of appropriate emergency medical response clinical techniques by instructors,

2.2.2 the subsequent practice of these clinical techniques by students in the training.

2.3 Licensee shall comply with all manufacturer's instructions related to the proper use of and care for the Medical Simulator Equipment.

III. TERM OF LICENSE

3.1 The License is for the License Term.

IV. COUNTY OBLIGATIONS

4.1 County, as owner, shall authorize and direct the Executive Manager, Emergency Services, to provide the Medical Simulator Equipment in good repair and condition with appropriate supplies.

4.2 County shall provide the normal administrative coordination to allow the Licensee to pick-up and return the Medical Simulator Equipment within the agreed upon time-line.

4.3 County shall invoice Licensee for the following:

4.3.1 the use of the Medical Simulator Equipment at a daily rate of \$350.00.

4.3.2 any supplies used in the training that cannot be re-used.

4.3.3 the cost of any repairs required as a result of use or misuse resulting in damage to the Medical Simulator Equipment

V. CONSIDERATION TO COUNTY

5.1 In consideration of the License granted under this document, Licensee shall provide County with full payment in the amount invoiced in compliance with 4.3 within 15 days of receipt of the invoice.

VI. CONTROL OF TRAVIS COUNTY

6.1 Licensee and its agents shall at all times obey the direction and / or requests of the Executive Manager, Emergency Services, or his designees.

6.2 During the License Term, Licensee shall comply with all instructions on the appropriate use of the equipment.

6.3 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager, Emergency Services, or *STAR* Flight Program Director, and such action is expressly authorized herein by the Travis County Commissioners Court.

VII. USE AND REPAIRS

7.1 Licensee shall not use the licensed medical training simulator for any purpose other than that stated in this License. Licensee shall repair or replace any damage to the Medical Simulator Equipment caused by Licensee.

VIII. INDEMNIFICATION

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

IX. AMENDMENTS

10.1 This License may be amended only by written instrument signed by both County and Licensee. It is acknowledged by Licensee that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this License or any attachments to it or to waive any breach of this License unless expressly granted that specific authority by the Commissioners Court of Travis County.

XI. NON-ASSIGNMENT OF RIGHTS

11.1 Licensee may not assign this License or any portion or right of it without the prior written consent of County.

XII. NOTICES

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

If to Licensee:	Signature Science, LLC, dba Signature Operations c/o Combat Medical Program Manager 8329 North MoPac Expressway Austin, Tx 78759
If to County:	Honorable Samuel T. Biscoe (or successor in office) Travis County Judge P.O. Box 1748 Austin, Texas 78767
And:	Danny Hobby (or successor) Executive Manager, Emergency Services P.O. Box 1748 Austin, Texas 78767

XIII. VENUE AND CHOICE OF LAW

13.1 The obligations and undertakings of each of the parties to this License shall be performable in Travis County, Texas, and this License shall be governed by and construed in accordance with the laws of the State of Texas.

XIV. MEDIATION

14.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or 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.

XV. ENTIRETY OF AGREEMENT

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

The parties have executed this License as of the date(s) set forth below.

TRAVIS COUNTY:

Signature Operations-Signature Science, LLC.

By: _____
Samuel T. Biscoe
Travis County Judge

By: _____
Name
Title

Date: _____

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

Approved by: _____

Cyd V. Grimes 8/27/10 YMB

Voting Session: Tuesday, September 7, 2010

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION, MODIFICATION NO. 6, TO INTERLOCAL AGREEMENT NO. IL060054RE, AUSTIN INDEPENDENT SCHOOL DISTRICT, FOR ADULT BASIC EDUCATION SERVICES.

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.
- Through this interlocal agreement, Austin Independent School District (AISD) provides Adult Basic Education Services. Adults take English as a Second Language (ESL) and citizenship classes at various AISD campuses. County funds and City of Austin funds provide ESL instruction at: Pecan Springs Elementary School, Overton Elementary School, Lanier High School, and Cristo Rey Education Center.
- This Modification No. 6 will renew the agreement for an additional twelve-month period, from October 1, 2010 through September 30, 2011. Funding for this period shall not exceed \$108,150.
- Travis County is signing this modification first, so that AISD can approve it at their next Board meeting, on September 27, 2010, to ensure that the renewal is fully-executed prior to the contract expiration date.
- Modification No. 5 renewed the agreement for an additional twelve-month period, from October 1, 2009 through September 30, 2010. Funding for this period was not to exceed \$108,150.
- Modification No. 4 renewed the agreement for an additional twelve-month period, from October 1, 2008 through September 30, 2009. Funding for this period was not to exceed \$108,150.

- Modification No. 3 renewed the agreement for an additional twelve-month period, from October 1, 2007 through September 30, 2008, and provided a 5% funding increase from FY'07, bringing the new total to \$108,150.
- Modification No. 2 renewed the agreement for an additional twelve-month period, from October 1, 2006 through September 30, 2007.
- Modification No. 1 increased the funds from \$100,000 to \$103,000.
- **Contract Expenditures:** Within the last twelve months, \$79,816.08 has been spent against this agreement.
- **Contract-Related Information:**
- | | |
|------------------|--------------------------------------|
| Award Amount: | \$100,000 |
| Contract Type: | Interlocal agreement |
| Contract Period: | October 1, 2005 – September 30, 2006 |
- **Contract Modification Information:**
- | | |
|----------------------|--------------------------------------|
| Modification Amount: | \$108,150 |
| Modification Type: | Bilateral |
| Modification Period: | October 1, 2010 – September 30, 2011 |
- **Solicitation-Related Information:**
- | | |
|--------------------------------|---------------------------------|
| Solicitations Sent: <u>N/A</u> | Responses Received: <u>N/A</u> |
| HUB Information: <u>N/A</u> | % HUB Subcontractor: <u>N/A</u> |
- **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.: To be determined
 - ☒ Funding Account(s): To be determined
 - ☒ Comments: Department is working with PBO and Auditor's Office to conduct a budget transfer prior to this modification approval.
- **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**

DATE: August 25, 2010
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: AISD Adult Basic Education contract renewal

Proposed Motion:

Consider and take appropriate action to approve renewing the interlocal agreement with Austin Independent School District for Adult Basic Education Services for FY'11.

Summary and Staff Recommendations:

This interlocal provides funds to the Austin Independent School District (AISD) for Adult Basic Education Services. Adults take English as a Second Language (ESL) and citizenship classes at various AISD campuses. County funds, in conjunction with funds from the City of Austin, provide ESL instruction at the following locations: Pecan Springs and Overton elementary schools, Lanier High School, and Cristo Rey Education Center. Child care services for parents attending ESL classes is also provided.

TCHHSVS staff recommends renewing the contract.

Budgetary and Fiscal Impact:

The FY'11 contract amount is \$108,150. The contract follows the county fiscal year. The requisition will be entered once the FY'11 budget is approved and loaded into H.T.E.

Issues and Opportunities:

The AISD Adult Basic Education program emphasizes active student participation and seeks to develop citizenship skills in students while teaching them English. Students participate in decisions regarding their instruction. A steering committee comprised of students, other members of the community, school principals and program staff is involved in program oversight.

Background:

The Commissioners Court first approved the AISD interlocal for Adult Basic Education Services in FY'98. The court has renewed the contract each year since then.

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
COREYE

Travis County Purchasing Office - Contract(s) as Listed

Purchase Order Expense Summary - Period Queried: 2009/08/21 to 2010/08/20

P.O. #	PO Date	Item#	Qty Ordered	Unit Cost	Ext Cost	CONTRACT #	\$ Qty Recd	Dpt	Building/Dept.
433565	2009/11/10	00032	108,150.00	1.0000	108,150.00	IL060054RE	79,816.08	NS	HUMAN SERVICES ADMIN SVCS
Expenditures for Contract IL060054RE:				VALUE	108,150.00	SPENT	79,816.08		
Report Grand Total				SUM	108,150.00	SUM	79,816.08		

MODIFICATION OF CONTRACT NUMBER: IL060054RE – Adult Basic Education Services**Page 1 of 8 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: August 25, 2010
ISSUED TO: Austin Independent School District 1111 West Sixth Street Austin, Texas 78703	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 2005
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2005 – September 30, 2006</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2010 – September 30, 2011</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 100,000Current Modified Amount \$ 108,150

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 renewed for an additional twelve-month period, from October 1, 2010 through September 30, 2011.
2. Contract funds for this renewal period shall not exceed \$108,150.

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:

☒ 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: _____

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

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

DATE:

8/27/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

IL060054RE

2011 RENEWAL OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN INDEPENDENT SCHOOL DISTRICT FOR
ADULT BASIC EDUCATION SERVICES

This Renewal of written instrument ("2011 Renewal") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide adult basic education services ("Agreement"), the Initial Term of which began October 1, 2005, and terminated September 30, 2006 ("Initial Term").

AISD agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

Pursuant to the terms of the Agreement, the Agreement was renewed by the Parties for additional one-year terms, with the current term beginning October 1, 2009, and terminating September 30, 2010 ("2010 Renewal Term").

The Agreement allows the Parties to renew the Agreement with written approval, and the Parties desire to renew the Agreement.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 GENERAL TERMS

1.1 **2011 Renewal.** The Parties acknowledge and agree that this 2011 Renewal constitutes the renewal and amendment of the Agreement for an additional term beginning October 1, 2010, and terminating September 30, 2011, with the changes in terms to the Agreement as specified in this 2011 Renewal.

1.2 **Additional Renewal Term(s).** The Parties agree to amend Section 2.2.2, "Renewal Term(s)," of the Agreement, to allow for up to five (5) additional renewal terms, as agreed to by the Parties pursuant to other applicable provisions of the Agreement.

2.0 AISD PERFORMANCE

2.1 **Services and Activities.** The Parties acknowledge and agree that AISD shall perform, either directly or indirectly through Subcontracts, in a satisfactory manner as determined by County, through Department, services and activities in accordance with the terms and conditions stated in this Agreement as previously amended.

2.2 **Insurance.** The Parties agree that the requirements for insurance for the 2011 Renewal will continue as set forth in the original Agreement. AISD agrees to provide current 2011 documentation of such insurance as required under the Agreement.

IL060054RE

2.3 **Limitations.** Unless otherwise specifically stated herein, the performances required under this 2011 Renewal are performable only during the 2011 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

2.4 **2011 Update.** Within fifteen (15) days of execution of this 2011 Renewal, AISD agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described under the Agreement:

- 2.4.1 Proof of Insurance
- 2.4.2 Update of any Policies and Procedures
- 2.4.3 Updated W-9 Taxpayer Identification Form
- 2.4.4 Updated IRS 990 Form
- 2.4.5 Change of Identity Information (Name, Address, etc.)

2.5 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2011 Renewal, AISD certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

2.6 **Certification and Warranty.** By signing this 2011 Renewal, AISD certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. AISD also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2011 Renewal, those terms and conditions remain in full force and effect for the 2011 Renewal Term.

3.0 **ENTIRE AGREEMENT**

3.1 **Attachments.** The Parties agree to amend Section 4.2, "Attachments," by adding Amended Attachment A-2011, 2011 "Renewal Term Work Statement, Performance Measures and Budget," attached to this 2011 Renewal as Exhibit 1. The Parties agree that Exhibit 1 is made a part of the Agreement, as amended, and constitutes promised performance by the Parties in accordance with the terms of the Agreement, as amended.

4.0 **FINANCIAL PROVISIONS**

4.1 **Maximum Funds.** The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following:

13.1.1 - **2011 Renewal Maximum Amount.** Subject to the requirements in Sections 13.1.2 and 13.2 and other applicable provisions of this Agreement, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the 2011 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount during the Initial Agreement Term:

\$ 108,150.00

5.0 **INCORPORATION**

5.1 County and AISD hereby incorporate the Agreement into this 2011 Renewal. Except for the changes made in this 2011 Renewal, County and AISD hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this 2011 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

IL060054RE

5.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this 2011 Renewal remain in full force and effect and apply to performance by the Parties during the 2011 Renewal Term of the Agreement as amended.

6.0 EFFECTIVE DATE

6.1 This 2011 Renewal is effective October 1, 2010, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

IL060054RE

EXHIBIT 1
AMENDED ATTACHMENT A-2011
2011 RENEWAL TERM WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

FY'11 RENEWAL TERM WORK STATEMENT:**I. ADULT BASIC EDUCATION (ABE)**

The Travis County Commissioners Court approved funds in an amount not to exceed \$108,150 for the program provided for under the terms of this Agreement. Funding will come from local funds. Travis County Health and Human Services and Veterans Service, in conjunction with the Austin Independent School District (AISD), will administer the program provided for under this Agreement.

II. PURPOSE

The purpose of the Adult Basic Education program is to provide English as a Second Language (ESL) classes. The skills covered in these classes include improving proficiency in English while also learning how to better participate in both school and community decision-making. Financial resources interface City of Austin, Austin Community College and AISD funds. This leveraging of funds allows more students to participate over a longer period of time.

III. PROGRAM DESCRIPTION

Travis County's collaborative participation in the overall program provides funding to support ESL services at four sites and childcare services at eight sites.

- ESL classes will be conducted at Pecan Springs and Overton elementary schools, Lanier High School, and Cristo Rey Education Center.
- Childcare services for parents attending ESL classes will be available at the four ESL sites, plus Cook and Perez elementary schools, Bedichek Middle School, and Reagan High School.

A total of 690 ESL students will receive services at these sites. A total of 440 children of parents attending classes will be provided age and developmentally appropriate childcare services. The instructional philosophy of the Adult Basic Education program emphasizes active student participation with the teacher in the role of learning facilitator. The classes uniquely approach learning by increasing student proficiency in English while also encouraging students to develop citizenship skills. This is done by student participation in both program and community decision-making activities. Teachers are recruited and selected based on their knowledge, skills and commitment to student centered instructional strategies.

IV. ENGLISH AS A SECOND LANGUAGE PROGRAM SUMMARY

<u>Services</u>	Adult Instructional and Childcare Support
<u>Provider</u>	AISD, Department of School, Family and Community Education
<u>Target Population</u>	Travis County residents in need of English Proficiency and Citizenship Skills
<u>Location/Facilities</u>	AISD schools
<u>Date(s) & Times of Service</u>	October 1, 2010 - September 30, 2011, evenings
<u>Budget/Source</u>	\$ 108,150 - Travis County

IL060054RE

FY'11 RENEWAL TERM PERFORMANCE MEASURES:

AISD will provide services under the terms of the Agreement, as amended, and in accordance with the following Performance Measures:

Monthly Enrollment Targets for ESL Classes:

New Enrollment	Monthly Attendance
450	449 by 10/31/10
-	368 by 11/30/10
-	305 by 12/31/10
240	455 by 1/31/11
-	455 by 2/28/11
-	406 by 3/31/11
-	315 by 4/30/11
-	247 by 5/31/11
-	0 by 6/30/11
-	0 by 7/31/11
-	0 by 8/31/11
-	450 by 9/30/11
Totals:	
Unduplicated: 690	Duplicated: 3450

Monthly Childcare Targets

New Enrollment	Monthly Attendance
300	300 by 10/31/10
-	211 by 11/30/10
-	225 by 12/31/10
140	144 by 1/31/11
-	180 by 2/28/11
-	250 by 3/31/11
-	225 by 4/30/11
-	200 by 5/31/11
-	0 by 6/30/11
-	0 by 7/31/11
-	0 by 8/31/11
-	100 by 9/30/11
Totals:	
Unduplicated: 440	Duplicated: 1835

Other General Performance Measures

	Target	Actual
Number of schools offering ESL classes	4	_____
Percentage of students enrolled throughout the year showing a gain in standardized test scores	65%	_____
Student to Teacher Ratio for ESL classes (Maximum)	25:1	_____

IL060054RE

Child to Teacher Ratio for childcare
(Maximum)

10:1

IL060054RE

BUDGET – FY'11 RENEWAL TERM**ADULT BASIC EDUCATION PROGRAM – FY'11**

Travis County General Fund

PERSONNEL**COUNTY FUNDS**

Extra Duty	\$	0
Extended Day Pay	\$	0
Part-Time Hourly	\$	30,000
Support Personnel Salary	\$	52,000
FICA	\$	6,273
Health/Life Ins	\$	11,250
Workers Comp	\$	451
Teachers Retirement	\$	271

OPERATIONS -

Testing Materials	\$	1,200
Reading materials	\$	800
Reproduction	\$	50
Copier Rental	\$	2,500
Employee Travel	\$	1,200
General Supplies	\$	1,800
Miscellaneous	\$	355

(This account is for ads placed in newspaper
for teaching positions)

TOTAL	\$	108,150
-------	----	---------



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) 854-9183

Approved by: _____

Cyd V. Grimes 8/31/10

Voting Session: Tuesday, September 7, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT NO. 09T00202NB FROM EFFICIENT ATTIC SYSTEMS, L.P. TO WEATHERIZATION MANAGEMENT GROUP, LLC (HHSD)

Points of Contact:

Purchasing: Nancy Barchus, 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 Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract provides insulation services to Travis County Health and Human Services Department on an as needed basis. Weatherization Management Group, LLC will assume all rights and responsibilities in regards to contract no. 09T00202NB.

Modification No. 1, approved by the Purchasing Agent on April 12, 2010, extended the contract from June 24, 2009 through June 23, 2011.

➤ **Contract Expenditures:** Within the last 12 months \$6,122.09 has been spent against this contract.

☐ Not applicable

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirements

Modification Type: Assignment of Contract

Modification Period:

➤ **Funding Information:**

☐ Purchase Requisition in HTE

☒ Funding Account(s) 001-5857-611-6277, 001-5857-611-6278 (General Fund)
131-5857-611-6277, 131-5857-611-6278 (DOE)
149-5857-611-6277, 149-5857-611-6278 (LIHEAP)

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Fund Forms: Verified _____ Not Verified _____ by Auditor.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

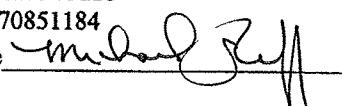
Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

MODIFICATION OF CONTRACT NUMBER: 09T00202-NB, INSULATION SERVICES**PAGE 1 OF 2 PAGES**ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: Nancy Barchus
TEL NO: (512) 854-9764
FAX NO: (512) 854-9185DATE PREPARED:
August 19, 2010ISSUED TO:
**Efficient Attic System
Attn: Mr. Evan Hays
5949 Sherry Lane, Suite 960
Dallas, TX 75225**

MODIFICATION NO.: 2

EXECUTED DATE OF
ORIGINAL CONTRACT:
June 16, 2009ORIGINAL CONTRACT TERM DATES: June 24, 2009 through June 23, 2010CURRENT CONTRACT TERM DATES: June 24, 2009 through June 23, 2010**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ N/ACurrent Modified Amount \$ N/A**DESCRIPTION OF CHANGES:**


Effective January 8, 2010, the Contractor's name on Contract No. 09T00202-NB is changed as follows:

From: Efficient Attic Systems, L.P.
6343 Forest Park Road, Suite 400
Dallas, Texas 75235
Tax ID 050539821Signature To: Weatherization Management Group, LLC
5949 Sherry Lane, suite 960
Dallas, Texas 75225
Tax ID 270851184Signature **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: Efficient Attic Systems, L.P.BY: 
SIGNATUREBY: MICHAEL A. RUFF
PRINT NAMETITLE: President
ITS DULY AUTHORIZED AGENT☐ DBA☐ CORPORATION☒ OTHER

DATE:

8/20/10

TRAVIS COUNTY, TEXAS

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

DATE:

8/31/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

ASSIGNMENT OF CONTRACT

The parties to this Agreement are, Efficient Attic Systems, L.P., Tax ID 050539821, a limited partnership (the Assignor) under the laws of the state of Texas, and Weatherization Management Group, LLC, Tax ID 270851184, a limited liability company (the Assignee) under the laws of the state of Texas.

RECITALS:

- A. Travis County and Efficient Attic Systems, L.P. entered into a written Contract for providing Insulation Services (Contract No. 09T00202-NB) dated June 24, 2009, a copy of which is attached to this assignment and incorporated in it by referenced (the "Contract").
- B. Assignor desires by this Agreement all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement.

TERMS:

In consideration of the mutual agreements in this assignment, the parties hereby agree as follows:

- 1. Assignor assigns to Assignee all of its right, title and interest in Contract Number 09T00202-NB, attached to this assignment, as of January 8, 2010.
- 2. Assignee assumes and is bound by and must perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract accruing on or after January 8, 2010.
- 3. This assignment of contract is intended to assign not only obligations but also benefits of Contract Number 09T00202-NB after January 8, 2010, including benefits accruing as a result of work commenced.
- 4. Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.
- 5. The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

EFFICIENT ATTIC SYSTEMS, L.P.

WEATHERIZATION MANAGEMENT GROUP, LLC

By: Michael A. Ruff

By: Michael A. Ruff

Printed Name: MICHAEL A. RUFF

Printed Name: MICHAEL A. RUFF

Title & Date: PRESIDENT 8/20/10

Title & Date: MANAGER 8/20/10

Attest: Lindsay Marie Galpin

Attest: Lindsay Marie Galpin

Date: 8/20/10

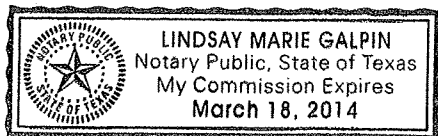
Date: 8/20/10

Travis County consents to this assignment of the Contract from Efficient Attic Systems, L.P. to Weatherization Management Group, LLC

TRAVIS COUNTY, TEXAS

By: Sam Biscoe, County Judge

Date: _____





**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERAN SERVICES
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 24, 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 Service

FROM: Lance Pearson, Travis County Housing Services Manager

SUBJECT: Contract modification – 09T00202-NB

Housing Services is requesting that the above referenced contract be modified to approve assignment to Weatherization Management Group.

Account Numbers: 001-5857-611-6277/6278 - General Fund
131-5857-611-6277/6278 – DOE
149-5857-611-6277/6278 – LIHEAP

Commodity Code -- 952
Sub-commodity Code -- 011

The employees who will be involved with the procurement are Lance Pearson, Housing Manager, Raymond Martinez, Purchasing Assistant; and David Notario, Housing Supervisor. 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

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/24/10
11:32:42

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	:	36,309.30
Pre-encumbered amount	:	.00
Expenditures	:	12,991.16-
Total expenditures	:	23,318.14
Balance	:	102,687.86

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

8/24/10
11:33:11

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	:	28,651.31
Pre-encumbered amount	:	.00
Expenditures	:	19,251.32-
Total expenditures	:	9,399.99
Balance	:	79,420.01

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/24/10
11:33:28

Fiscal Year	:	2010
Account number	:	1-5858-611.62-77
Fund	:	001 GENERAL FUND
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	58 CoA Weatherization
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	77 CONTRACTED SERVCS-HOUSING

Budget	:	0
Encumbered amount	:	.00
Pre-encumbered amount	:	.00
Expenditures	:	.00
Total expenditures	:	.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

8/24/10
11:33:45

Fiscal Year	:	2010
Account number	:	1-5858-611.62-78
Fund	:	001 GENERAL FUND
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	58 CoA Weatherization
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	78 SUPPLIES - HOUSING GRANT

Budget	:	0
Encumbered amount	:	.00
Pre-encumbered amount	:	.00
Expenditures	:	.00
Total expenditures	:	.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

8/24/10
11:34:03

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	:	4,026,213
Encumbered amount	:	1,407,066.60
Pre-encumbered amount	:	55,074.73
Expenditures	:	141,771.57
Total expenditures	:	1,603,912.90
Balance	:	2,422,300.10

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/24/10
11:34:16

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 Inquiry8/24/10
11:34:32

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	:	28,464.77
Pre-encumbered amount	:	.00
Expenditures	:	146,078.65
Total expenditures	:	174,543.42
Balance	:	328,476.58

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/24/10
11:34:48

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	:	9,684.66
Pre-encumbered amount	:	2,206.24
Expenditures	:	90,993.35
Total expenditures	:	102,884.25
Balance	:	312,278.75

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

7

Approved by: _____

2nd Page Revised

Voting Session: Tuesday, September 7, 2010

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 86, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC.

Points of Contact:

Purchasing: Richard Villareal, Marvin Brice

Department: Juvenile Probation: Estela P. Medina, Chief Juvenile Probation Officer; Mary Nieves, Juvenile Facilities Manager; Rick Stewart, Project Manager

County Attorney (when applicable): John Hille and Tenley Aldredge

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.

Juvenile Probation requests approval for issuance of Job Order No. 86 to Architectural Habitat of Austin, Inc. This job order is issued to provide minor construction and renovation services for the Boiler Replacement at the Gardner-Betts Juvenile Justice Center.

This boiler replacement will include removal of the old boiler and start-up of the new boiler. Upon approval, Job Order No. 86 will be issued at the total negotiated cost of \$46,063.84.

- **Contract Expenditures:** Within the last 12 months, \$1,443,833.25 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

REVISED
PAGE

➤ **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. 500942)
- ☒ Funding Account(s): 001-4513-825-5004
- ☒ Total Project Budget: \$46,063.84
- ☒ Construction Budget: \$46,063.84
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



Rich
8-19-10
JLB

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

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

DATE: August 18, 2010

RE: Boiler Replacement

RECEIVED
TRAVIS COUNTY
JUVENILE PROBATION
DEPARTMENT
AUG 18 PM 4:09
PURCHASING
OFFICE

The Purchasing Department has secured an initial proposal request for the boiler replacement at the Gardner-Betts facility. Architectural Habitat is the vendor selected by Purchasing to perform the job according to the scope of work, plans, and specifications provided by the Juvenile Probation Department. The quote includes all the elements of the job for a total cost of **\$46,063.84** as outlined in the attached proposal.

The Travis County Juvenile Probation Department has reviewed the proposal and recommends that Architectural Habitat be the selected vendor for the boiler replacement job.

The following details the commodity/sub-commodity and the budget line item to be used for this project.

Commodity/Sub-Commodity Codes **910 / 031**
Account Number **001-4513-593-5004**

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

cc: Sylvia Mendoza
Britt Canary
Mary Nieves

EPM: sm



ARCHITECTURAL HABITAT
 1707 W. KOENIG LANE
 AUSTIN, TX 78756
 512/458-2190
 FAX: 458-2199
 E-MAIL: Arch_habitat@sbcglobal.net

GENERAL
 CONSTRUCTION
 AND
 CONSTRUCTION
 MANAGEMENT

PROPOSAL REQUEST

PROJECT: CONTRACT #07K00307RV
 GARDNER BETTS

DATE: 8-5-106

ADDRESS: TRAVIS COUNTY PURCHASING
 314 W. 11TH, RM. 400
 AUSTIN, TX 78701

IN RE: BOILER
 REPLACEMENT

ATTN: RICHARD VILLAREAL

PAGE 1 OF 1

ITEM-DESCRIPTION	QTY	PRICE	EXTENSION
------------------	-----	-------	-----------

REMOVE OLD LEAKING 600 GAL. PVI BOILER			
INSTALL NEW 650 GAL TANK & LOCHINVAR Awn700PM BOILER			
WITH A 5/1 TURNDOWN FOR EFFICIENCY			
RECONNECT TO EXISTING PIPING SYSTEMS			
HAUL OFF OLD BOILER			
PROVIDE START-UP FOR NEW BOILER			
NEW TANK DIMENSION IS 52" ROUND VS 56" ROUND (CURRENT)			
USE CRANE TO LIFT OLD BOILER/INSTALL NEW			

SUBTOTAL:	\$42,183.00
GC MARKUP:	\$ 2,109.15
BOND:	\$ 1,771.69
TOTAL PRICE:	\$46,063.84

BY: JAN CANNADAY DATE: 8-5-10 TOTAL: \$46,063.84

ACCEPTED: _____ DATE: _____
 (OWNER/AGENT FOR PROJECT)

TERMS: SIGNED ACCEPTANCE CONSTITUTES AGREEMENT OF COSTS
 AS LISTED AND THAT REIMBURSEMENT OF SAID COSTS
 SHALL BE FORTHCOMING TO ARCHITECTURAL HABITAT ON
 THE 10TH DAY OF THE MONTH FOLLOWING COMPLETION OF
 WORK. (THESE PRICES ARE VALID FOR A PERIOD OF 30 DAYS.)

Architectural Habitat of Austin, Inc.
Attn.: Ms. Jan Cannaday
1707 West Koenig Lane
Austin, Texas 78756

DRAFT

- A. JOB ORDER NO. 86, WHICH REQUIRES **ARCHITECTURAL HABITAT OF AUSTIN, INC.** TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES AT THE **JUVENILE PROBATION DEPARTMENT-BOILER REPLACEMENT** 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 **\$46,063.84** IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: **SIXTY (60) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.**

ARCHITECTURAL HABITAT OF AUSTIN, INC.

JAN CANNADAY DATE

CYD V. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE

PURCHASE REQUISITION NBR: 0000500942

REQUISITION BY: GRACE MACEDO 854-5530

STATUS: AUDITOR APPROVAL

REASON: ROUTINE

DATE: 5/20/10

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI

SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN

DELIVER BY DATE: 5/20/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SCOPE: REMOVE OLD LEAKING 600 GAL PVI BOILER, INSTALL NEW 650 GAL TANK AND LOCHINVAR BOILER WITH A 5/1 TURNDOWN FOR EFFICIENCY, WILL RECONNECT TO EXISTING PIPING SYSTEM, BOILER WILL BE HAULED OFF. COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: HVAC REPLACEMENT	1.00	JOB	46063.8400	46063.84	

REQUISITION TOTAL: 46063.84

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00145138255004	REPR & MTNC-SERVCS PURCHD REPRS-BLDG STRUCT & EQUIP	46063.84

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

TCJC REQ #35865 FOR MARY N. X47091
TO HAVE PROPOSAL FAXED CALL EXT. 45530 GM
5/24/10 CONTRACT?EMD GM.GMC
PER GWEN C., THERE IS A CONTRACT.
6/28/10 FOLLOWED UP W/GWEN C.GMC
GOOD MORNING, FROM WHAT I UNDERSTAND
PURCHASING IS WORKING WITH OUR FACILITY
MANAGER AND SUPERVISOR ON RECEIVING SCOPE
OF SERVICES OR PROPOSALS FOR THIS REQ., I
WILL FOLLOW UP WITH THEM TO SEE WHAT THE
STATUS IS.PER GWEN C.GMC
8/23/10 RETURNED.GMC



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

8

Approved by: _____

Cyd V. Grimes 8/27/10 mfb

Voting Session: Tuesday, September 7, 2010

REQUESTED ACTION: APPROVE LIST OF AUTO-RENEWAL INTERLOCAL AGREEMENTS (83 TOTAL) AND CONTRACTS (207 TOTAL) FOR VARIOUS SERVICES.

Points of Contact:

Purchasing: David Walch, Marvin Brice, CPPB

Department: SEE ATTACHMENT A

County Attorney (when applicable): N/A

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Attached for Commissioners Court approval (Attachment A) is a list of agreements and contracts containing provisions for renewal for the period of October 1, 2010 through September 30, 2011. No modifications are needed. The renewals are automatic, unilateral, and may be renewed at the discretion of Travis County for successive one-year periods under the same prices, terms, and conditions as the original contract. Purchasing has asked departments to validate their list of contracts. Adjustments were made as necessary.

Attachment A is organized by department.

APPROVE () DISAPPROVE ()

County Judge

Date

➤ **Contract-Related Information: See Attachment 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:

➤ **Statutory Verification of Funding:**

- * ☐ Purchase Requisition in HTE N/A
- * ☐ Contract Verification Form signed by Auditor and/or P.B.O.
 - ☐ Funding Account(s) See Attached
 - ☐ Comments:

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
IL970106KW	UNIVERSITY OF TEXAS AT AUSTIN	TRAINING COURSES-UT AT AUSTIN	-	\$0.00	00-4510-593-6504
PS970133LB	CHAPMAN, CAROLINE	COURT REPORTER - CHAPMAN	Civil Courts		
PS090015VR	FAMILY CONNECTIONS	PARENT COACHING & ASSESSMENT SERVICES	Civil Courts		001-9496-546-6315
PS090055VR	ALCOHOLIC REHABILITATION CENTER	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	Community Supervision and Corrections		3749581-6035
PS090263VR	LOUIS GARZA, DIANA LPC LMFT	PROFESSIONAL VISITATION SERVICES	Community Supervision and Corrections		
PS090266VR	NEURO INSTITUTE OF AUSTIN L.P.	RESIDENTIAL TREATMENT SERVICES	Community Supervision and Corrections		
PS970184LH	MC FARLEY, KEVIN M	JC PSYCHOLOGIST - MCFARLEY	Constable Prt 1		
PS080312ML	AM ENVIRONMENTAL	EXPERT WITNESS FOR CONSULTING SERVICES	COUNTY ATTY		149856216308
PS020006LB	BARRINGER LEGAL COPIES INC	LITIGATION SUPPORT SVCS-DOCUMENT/VIDEO DUPLICATION	COUNTY ATTY		5251140522-4712
PS050202ML	DISPUTE RESOLUTION CENTER	MEDIATION, ARBITRATION, CONCILIATION FOR DIST JUDG	COUNTY ATTY		163600554-4099
PS080136ML	HOLLAND & KNIGHT	LEGAL SERVICES FOR 800MHZ RECONFIGURATION SVCS	COUNTY ATTY		
PS010053LB	JUDY A COUGHENOUR AND ASSOCIAT	COURT REPORTING SERVICES F/COUNTY ATTORNEY	COUNTY ATTY		5251140522-4711
PS080314ML	LOWERRE AND FREDERICK	EXPERT WITNESS FOR LANDFILL LITIGATION	COUNTY ATTY		149856216308
PS990113LB	SHEPHERD, ROBB	ROBB SHEPHERD, AD LITEM TAX NTE \$25K PER K PERIOD	COUNTY ATTY		10830518-4012
PS970315ML	VINSON AND ELKINS LLP	BOND COUNSEL & MOD 1,2,3,4,5, &6	COUNTY ATTY		5251140522-4707
IL100094ML	TRAVIS COUNTY HEALTH DISTRICT	PURCHASING AGREEMENT	Court	revenue	
PS100067DW	DAVID LANDERS	PSYCHOLOGICAL SERVICES	CRIMINAL COURT		
IL020072VR	MENTAL HEALTH MENTAL RETARDATI	DUAL DIAGNOSIS DRUG COUNSELING SERVICES	Criminal Courts		
IL060216JT	MENTAL HEALTH MENTAL RETARDATI	INTENSIVE OUTPATIENT TREATMENT SERVICES	Criminal Courts		
IL060352JT	MENTAL HEALTH MENTAL RETARDATI	CASE MGMT.SVCS.MENTALLY ILL PI-ENHANCED OFFENDERS	Criminal Courts	\$26,000.00	

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS090013VR	SCOTT, HAROLD D	PSYCHOLOGICAL & PSYCHIATRIC SERVICES	Criminal Courts		14985621-6308
PS050011JW	DCCI	TREATMENT AND RELAPSE PREVENTION SERVICES	Criminal Courts/Dist attorney		
PS100197DW	A NEW ENTRY	TEMPORARY EMERGENCY HOUSING	Criminal Justice		
PS100196DW	BURKES SUPERVISED LIVING	TEMPORARY EMERGENCY HOUSING	Criminal Justice		
PS100041DW	COUNCIL ON AT RISK YOUTH	YOUTH DEVELOPMENT	Criminal Justice		
PS070168VR	SOUTH AUSTIN MARKET PLACE	POST-RELEASE TRANSITIONAL HOUSING	Criminal Justice	\$27,239.62	001-5500-557-6099
PS100126DW	SOUTHERN CORRECTIONS	TEMPORARY EMERGENCY HOUSING	Criminal Justice		
PS070217ML	BURROWS, MAUREEN S MD MPH	PSYCHIATRIST SERVICES MAUREEN BURROWS	DISTRICT ATTY		194865466315
PS990095LH	CENTER FOR CHILD PROTECTION	CHILDREN'S ADVOCACY CENTER - DA'S OFFICE	DISTRICT ATTY		13705561-4016
PS1000145ML	MITOTYPING TECHNOLOGIES	MITOCHONDRIAL DNA ANALYSIS	DISTRICT ATTY		19496546-6322
PS090162ML	ORCHID CELLMARK	DNA CONSULTING/ANALYSIS SERVICES	DISTRICT ATTY		194965466325
PS970041LB	PARKER, GEORGE V PH D	FORENSIC PSYCHOLOGIST - G. PARKER	DISTRICT ATTY		19496546-6315
PS080228RE	DAUGHTERS OF CHARITY HEALTH	UNCROSSMATCHED BLOOD PRODUCT SERVICES	EMS		No funds
IL040243RE	AUSTIN INDEPENDENT SCHOOL DIST	AFTER SCHOOL CARE SERVICES AISD	HHS	\$544,800.00	15867611-6290
PS000164MQ	AUSTIN JONES FUNERAL HOME	INDIGENT BURIAL SVCS/AUSTIN-JONES FUNERAL HOME/HHS	HHS	\$0.00	15854611-6017
PS000161MQ	AUSTIN PEEL AND SON FUNERAL HO	INDIGENT BURIAL SVCS/AUSTIN-PEEL & SON F.H./HHS	HHS	\$18,850.00	15854611-6017
IL090054VR	AUSTIN TRAVIS CO MHMR CENTER	SUBSTANCE ABUSE TREATMENT SERVICES	HHS		
IL990020TS	AUSTIN TRAVIS COUNTY HEALTH	RYAN WHITE CARE ACT INTERLOCAL, ADMIN. NO FUNDS	HHS		NO FUNDS
IL070037RE	AUSTIN TRAVIS COUNTY MHMR	MSO SERVICES YOUTH AND FAMILY ASSESSMENT CENTER	HHS	\$265,000.00	001-5854-611-6262
IL000197MQ	CALDWELL TRAVIS SOIL AND WATER	CALDWELL-TRAVIS SOIL & WATER CONSERVATION	HHS	\$850.00	11800613-7004
PS010151LB	CAPITAL AREA FOOD BANK OF	CAFB - WEST RURAL CENTER	HHS	\$77,970.04	001-5854-611-6262
PS010152LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTH RURAL CENTER	HHS	\$15,450.18	001-5854-611-6262
PS010153LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTHWEST RURAL CENTER	HHS	\$5,521.50	001-5854-611-6262

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS010154LB	CAPITAL AREA FOOD BANK OF	CAFB - EAST RURAL CENTER	HHS	\$4,420.40	001-5854-611-6262
PS010155LB	CAPITAL AREA FOOD BANK OF	CAFB - POST ROAD SERVICE CENTER	HHS	\$13,922.07	001-5854-611-6262
PS010156LB	CAPITAL AREA FOOD BANK OF	CAFB - PALM SQUARE SERVICE CENTER	HHS	\$11,940.36	001-5854-611-6262
PS010157LB	CAPITAL AREA FOOD BANK OF	CAFB - SOUTH RURAL CENTER	HHS	\$4,806.65	001-5854-611-6262
IL000065EF	CAPITAL AREA RURAL TRANSPORT	RURAL TRANSPORTATION SERVICES - CARTS	HHS	\$130,755.12	001-5850-611-6251
IL040256RE	CITY OF AUSTIN	DEAF INTERPRETING SERVICES-REVENUE	HHS	REVENUE	REVENUE
PS990110EF	COMMUNICATION SVC FOR THE DEAF	DEAF INTERPRETING SERVICES	HHS	\$2,016.88	001-5861-611-6018
PS000163MQ	COOK WALDEN FUNERAL HOME INC	FUNERAL SERVICES	HHS	\$16,450.00	15854611-6017
PS000165MQ	FULLER SHEFFIELD FUNERAL SERVI	INDIGENT BURIAL SVCS/FULLER-SHEFFIELD/HHS	HHS	\$13,150.00	15854611-6017
PS000166MQ	HARRELL FUNERAL HOME LTD	INDIGENT BURIAL SVCS/HARRELL FUNERAL HOME/HHS	HHS	\$4,250.00	15854611-6017
PS000167MQ	KING TEARS MORTUARY INC	INDIGENT BURIAL SVCS/KING TEARS MORTUARY/HHS	HHS	\$22,350.00	15854611-6017
PS040022EF	LANGUAGE LINE	LANGUAGE LINES INTERPRETER SERVICES MULTI-LANGUAGE	HHS	\$5,175.48	001-5854-611-6018
PS000168MQ	MISSION FUNERAL HOME	INDIGENT BURIAL SVCS/MISSION FUNERAL HOME/HHS	HHS	\$0.00	15854611-6017
PS000162MQ	NEW FOREST OAKS INC	INDIGENT BURIAL SVCS/COOK-WALDEN FOREST OAKS/HHS	HHS	\$8,800.00	15854611-6017
IL060026RE	PRAIRIE VIEW A & M UNIVERSITY	COUNTY DEMONSTRATION WORK NTE \$10,000	HHS	\$1,446.41	11800613-4099
PS000170MQ	RESTHAVEN MORTUARY	INDIGENT BURIAL SVCS/RESTHAVEN MORTUARY/HHS	HHS	\$0.00	15854611-6017
PS000169MQ	RICHARD PROPERTIES INC	INDIGENT BURIAL SVCS/PHILLIPS UPSHAW RICHARD/HHS	HHS	\$9,500.00	15854611-6017
IL000104MQ	TEXAS AGRILIFE EXTENSION SERVI	COUNTY DEMONSTRATION WORK IN TRAVIS COUNTY	HHS	\$134,633.82	11800613-4099
IL070268RE	TRAVIS CO SVS FOR THE DEAF	INTERPRETING SERVICECS REVENUE	HHS	REVENUE	REVENUE
PS090194RE	TRAVIS COUNTY HOSPITAL DISTRICT	INTERPRETING SERVICECS REVENUE	HHS	REVENUE	REVENUE
PS000171MQ	WEED CORLEY FISH FUNERAL HOME	INDIGENT BURIAL SVCS/WEED-CORLEY-FISH F.H./HHS	HHS	\$12,300.00	15854611-6017
PS000160MQ	WILKE CLAY FISH FUNERAL HOME	INDIGENT BURIAL SERVICES	HHS	\$850.00	15854611-6017

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
IL080182VR	AUSTIN SAN ANTONIO	AUSTIN-SAN ANTONIO INTERMUNICIPAL RAIL DISTRICT		\$49,500.00	001-1000-521-6502
PS980019JW	A WORLD FOR CHILDREN	RESIDENTIAL TREATMENT - WORLD FOR CHILDREN	Juvenile Probation	\$0.00	001-4530-593-6205
PS040257JW	ALLIANCE CHILDRENS SRVCS, INC.	RESIDENTIAL TREATMENT SERVICES - ALLIANCE	Juvenile Probation	\$0.00	001-4512-593-6315/272-4587-593-6205
PS060022JW	AUSTIN CHILD GUIDANCE CENTER	THERAPEUTIC SERVICES	Juvenile Probation	\$7,610.25	001-4560-593-4099
PS960295VR	AUSTIN CHILD GUIDANCE CENTER	SUBSTANCE ABUSE TREATMENT SERVICES	Juvenile Probation	\$105,796.00	001-4514-593-6099
PS970029JW	AUSTIN CHILD GUIDANCE CENTER	AUSTIN CHILD GUIDANCE-MULTI-FAMILY COUNSELING	Juvenile Probation	\$53,846.00	001-4550-593-6099/613-4514-593-6099
PS070310VR	AUSTIN CHILDRENS SHELTER	RESIDENTIAL EMERGENCY SHELTER SERVICES	Juvenile Probation	\$28,112.42	001-4530-593-6205/107-4519-593-6205
PS070349VR	AUSTIN FAMILY INSTITUTE	PSYCHOLOGICAL/COUSELING /ASSESSMENT SVCS (COPE)	Juvenile Probation	\$7,750.00	001-4514-593-4099/661-4514-593-4099
LA060253JT	AUSTIN INDEPENDENT SCHOOL DIST	JJAEP - AISD - YEARLY LEASE	Juvenile Probation	\$1.00	023-4510-593-6102
PS060031JW	AUSTIN PSYCHOLOGICAL AND TESTI	PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING	Juvenile Probation	\$26,000.00	001-4512-593-6315/827-4577-593-6315/174-4591-593-6315
PS100236DW	AUSTIN PSYCHOLOGY	COPE SERVICES	Juvenile Probation	\$0.00	001-4512-593-4099/661-4514-593-4099
IL090060VR	AUSTIN TRAVIS COUNTY MENTAL	IN-HOME COUNSELING & EDUCATIONAL SERVICES (FPP)	Juvenile Probation	\$211,461.61	001-4530-593-6099
IL000258KW	AUSTIN TRAVIS COUNTY MHMR	PSYCHIATRIC EVALUATION/CONSULTATION SVCS-MHMR-JPD	Juvenile Probation	\$0.00	011-4514-593-6024
IL010019VR	AUSTIN TRAVIS COUNTY MHMR	CHILDRENS PARTNERSHIP SERVICES	Juvenile Probation	\$67,487.75	001-4514-593-6024
PS080181VR	AVALON CENTER INC	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS080005VR	BAPTIST CHILD AND FAMILY HHS	RESIDENTIAL EMERGENCY SHELTER SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205
PS970103VR	BHATT, SATISH S	PSYCHIATRIC SERVICES	Juvenile Probation	\$71,080.00	001-4512-593-6315
PS000205VR	BOYS TOWN TEXAS INC	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205/272-4587-593-6205
PS000212JW	BROOKHAVEN YOUTH RANCH INC	RESIDENTIAL TREATMENT SVCS-BROOKHAVEN YOUTH RANCH	Juvenile Probation	\$0.00	001-4530-593-6205/ various grant accounts
PS090024VR	BUSTAMANTE, ADRIANA E.	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593-6099
PS000011JW	CARRASCO, NICHOLAS PHD	JUV SEX OFFENDER TREATMENT	Juvenile Probation	\$112,895.00	001-4530-593-4019
PS070348VR	CARVAJAL, TERRY M.	COUNSELING SERVICES (COPE)	Juvenile Probation	\$8,080.00	001-4514-593-4099/661-4514-593-4099
PS090025VR	CAUTHERN, KEN	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593-4099/001-4560-593-6099
PS010064JW	CHANGING HOW I LIVE LIFE OUTPA	SUBSTANCE ABUSE TREAT/COUNSELING SVCS	Juvenile Probation	\$41,661.00	001-4530-593-6099
PS010063JW	CLEAN INVESTMENTS INC	SUBSTANCE ABUSE TREATMENT COUNSELING	Juvenile Probation	\$3,509.00	001-4530-593-6099
IL1000139DW	COA KIDS EXCHANGE	KIDS Exchange program	Juvenile Probation	REVENUE	REVENUE
PS070346VR	CORMIER, SANDRA L. CANO	PSYCHOLOGICAL/COUNSELING SERVICES (COPE)	Juvenile Probation	\$3,200.00	001-4514-593-4099/661-4514-593-4099
PS030160JW	CORNELL CORRECTIONS OF TEXAS I	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$382,113.89	001-4530-593-6205/ various grant accounts
PS010162JW	CORTEZ, SARAH	SEX OFFENDER TREATMENT/COUNSELING-JUV	Juvenile Probation	\$0.00	001-4530-593-4099
PS000204JW	DAYSTAR RESIDENTIAL INC	RESIDENTIAL TREATMENT SVCS - DAYSTAR RESIDENTIAL	Juvenile Probation	\$344,662.20	001-4530-593-6205/ various grant accounts

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS090263VR	DIANA GARZA LOUIS DBA RIO GRANDE	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593-4099
PS090038VR	DR TANIA GLENN AND ASSOCIATES,	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$8,225.00	001-4530-593-4099
PS970185LH	DUBIN, WILLIAM J PHD	JC PSYCHOLOGIST - DUBIN	Juvenile Probation	\$0.00	00-4512-593-6315
PS060191JT	FIERRO, BRENDA I.	FACILITATION OF COURT ORDERED PARENTING CLASSES	Juvenile Probation	\$2,700.00	001-4560-593-4099/817-4560-593-4099
PS070296VR	FREY, ERIC PHD	PSYCHOLOGICAL SERVICES	Juvenile Probation	\$18,700.00	001-4512-593-6315/827-4577-593-6315/174-4591-593-6315
PS050177JW	GULF COAST TRADE CENTER	RESIDENTIAL TREATMENT SERVICES - GULF COAST TRADES	Juvenile Probation	\$1,057.87	001-4530-593-6205/variou grant accounts
IL080007VR	HAYS COUNTY TREASURER	RESIDENTIAL TREATMENT SERVICES (HAYS COUNTY)	Juvenile Probation	\$186,664.00	001-4530-593-6205/variou grant accounts
PS080282VR	HENDERSON, AUGUST DOLAN	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$0.00	001-4512-593-6315/8274577-593-6315
PS000211JW	HMIH CEDAR CREST LLC,	RESIDENTIAL TREATMENT SVCS-CEDAR CREST FOUNDATION	Juvenile Probation	\$62,559.60	001-4530-593-6205/107-4521-593-6205/variou grants
PS080281VR	HOLDEN, WILLIAM J.	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$0.00	001-4512-593-6315/8274577-593-6315
PS970137LH	JONES, DAVID MD	DR. JONES-JUVENILE COURT MEDICAL SERVICES	Juvenile Probation	\$27,290.00	001-4512-593-4015
PS090257VR	KIDS FIRST HOUSTON LLC	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$1,800.00	001-4560-593-4099
PS970210LH	KING, JOHN D	JC PSYCHOLOGIST - KING	Juvenile Probation	\$0.00	001-4512-593-6315

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Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS090256VR	LANDERS, DAVID D	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$21,150.00	001-4512-593-6315/827-4577-593-6315/1744591-593-6315
PS100235DW	LAURIE GAMBLE	COPE SERVICES	Juvenile Probation	\$0.00	001-4514-593-4099/661-4514-593-4099
PS080285VR	LEVY, ELIZABETH	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$2,500.00	001-4512-593-6315/827-4577-593-6315
PS090027VR	LEVY, ELIZABETH	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593-6099
PS000229JW	LUTHERAN SOCIAL SERVICES OF	RESIDENTIAL TREATMENT SVCS - LUTHERAN SOCIAL SVCS	Juvenile Probation	\$244,979.64	001-4530-593-6205/ various grant accounts
PS090020VR	MEDART, REGINA	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$5,725.00	001-4560-593-4099/001-4560-593-6099
PS070385VR	MERCHANTS OF HOPE CHILDREN'S H	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$11,331.69	001-4530-593-6205
PS100032DW	Mobile Film School	Professional Film and Culinary Arts Tng	Juvenile Probation		
PS000246JW	NEW ENCOUNTERS RESIDENTIAL	RESIDENTIAL TREATMENT SVCS-NEW ENCOUNTERS RTC	Juvenile Probation	\$0.00	001-4530-593-6205
PS030172JW	NEW HORIZONS RANCH AND	RESIDENTIAL TREATMENT SERVICES - NEW HORIZON	Juvenile Probation	\$0.00	001-4530-593-6205
PS030172JW	NEW HORIZONS RANCH AND	RESIDENTIAL TREATMENT SERVICES - NEW HORIZON	Juvenile Probation	\$41,726.37	001-4530-593-6205/ various grant accounts
PS070205VR	NEXUS RECOVERY CENTER, INC.	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	Juvenile Probation	\$46,068.00	001-4530-593-6205/174-4592-593-6205
PS090307DW	NICOLAS CORRASCO PHD	SEX OFFENDER TREATMENT/COUNSELING-JUV	Juvenile Probation	\$112,895.00	001-4530-593-4019

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS030171JW	OAKS TREATMENT CENTER	RESIDENTIAL TREATMENT SERVICES- OAKS TREATMENT CTR	Juvenile Probation	\$644,195.00	001-4530-593-6205/ various grant accounts
PS080286VR	O'NEAL, CASEY	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$18,850.00	001-4512-593-6315/8274577-593-6315/174-4591-593-6315
PS090022VR	OVALLE, LUIS R	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$10,175.00	001-4560-593-4099/001-4560-593-6099
PS000230JW	PEGASUS SCHOOLS INC	RESIDENTIAL TREATMENT SERVICES - PEGASUS SCHOOLS	Juvenile Probation	\$428,969.78	001-4530-593-6205/ various grant accounts
PS000068VR	PHOENIX HOUSES OF TEXAS INC	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	Juvenile Probation	\$1,770.86	001-4530-593-6205/174-4592-593-6205
PS040113JW	POOLE, DAVID R PHD	PSYCHOLOGICAL EVALUATIONS - DR. DAVID R. POOLE	Juvenile Probation	\$0.00	001-4512-593-6315
PS030159JW	POSITIVE STEPS INC	RESIDENTIAL TREATMENT SERVICES - POSITIVE STEPS	Juvenile Probation	\$0.00	001-4530-593-6205
PS010144JW	PROVIDENCE SERVICE CORP	IN-HOME FAMILY SERVICES	Juvenile Probation	\$236,278.75	001-4530-593-6099/887-4573-593-6099
PS080006VR	PROVIDENCE SERVICE CORP	PSYCHIATRIC/COUNSELING SVCS (COPE)	Juvenile Probation	\$6,915.00	001-4514-593-4099/661-4514-593-4099
PS090017VR	PROVIDENCE SERVICE CORP	PROFESSIONAL VISITATION SERVICES	Juvenile Probation		637-2210-544-6099
PS970185VR	PSYCHOLOGICAL ARTS PC	PSYCHIATRIC/PSYCHOLOGICAL ASSESSMENT SERVICES	Juvenile Probation	\$2,250.00	001-4512-593-6315/827-4577-593-6315
PS070297VR	RESOLUTIONS ADOLESCENT COUNSEL	ASSESSMENT SERVICES	Juvenile Probation	\$0.00	001-4514-593-6315
PS100046DW	RETROSPECTIVE SOLUTIONS	RESIDENTIAL SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS030292JW	ROCKDALE RGNL JUV JUSTICE CNTR	RESIDENTIAL TREATMENT SERVICES - ROCKDALE RGNL	Juvenile Probation	\$163,474.63	001-4530-593-6205/ various grant accounts
PS090312DW	SABRINA KINDELL	COPE SERVICES	Juvenile Probation	\$0.00	001-4514-593-4099
PS070350VR	SAMARITAN CENTER	PSYCHOLOGICAL/COUSELING/ ASSESSMENT SVCS (COPE)	Juvenile Probation	\$0.00	001-4514-593-4099
PS100051DW	SARAH CORTEZ	SEXUAL OFFENDER TREATMENT	Juvenile Probation	\$68,885.00	001-4530-593-4099
PS050002JW	SEAY, OLLIE J. PH.D.	PSYCHOLOGICAL SERVICES - DR. OLLIE J. SEAY	Juvenile Probation	\$1,500.00	001-4512-593-6315/174-4591-593-6315
PS000244JW	SETTLEMENT CLUB DBA THE	RESIDENTIAL TREATMENT SERVICES - SETTLEMENT CLUB	Juvenile Probation	\$0.00	001-4530-593-6205
PS080213VR	SHILOH TREATMENT CENTER INC	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205
PS000199JW	SHORELINE INC	RESIDENTIAL TREATMENT SVCS-SHORELINE, INC.	Juvenile Probation	\$553.00	174-4592-593-6205
PS000299KW	SOUTHWEST KEY PROGRAM	EDUCATIONAL/COUNSELING SVCS-JJAEP-SOUTHWEST KEY	Juvenile Probation	\$410,900.91	023-4510-593.6099
PS020064JW	SOUTHWEST KEY PROGRAM	SWKEY COMMUNITY COORDINATOR - JJAEP	Juvenile Probation	\$15,658.68	174-4578-593.6099
PS070255VR	SOUTHWEST KEY PROGRAM	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205
PS080068VR	SOUTHWEST KEY PROGRAM	DAY TREATMENT SERVICES	Juvenile Probation	\$334,386.04	001-4530-593-6099/174-4572-593-6099/174-4565-593-6099
PS960012JW	SOUTHWEST KEY PROGRAM	SOUTHWEST KEY- INTENSIVE SUPERVISION	Juvenile Probation	\$221,880.00	001-4520-593-6099
PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP	RESIDENTIAL TREATMT SVCS-LAUREL RIDGE TREATMNT CTR	Juvenile Probation	\$0.00	001-4530-593-6205
PS030169JW	THERAPEUTIC FAMILY LIFE	RESIDENTIAL TREATMENT SERVICES - THERAPEUTIC	Juvenile Probation	\$33,940.12	001-4530-593-6205/ various grant accounts

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS030169JW	THERAPEUTIC FAMILY LIFE	RESIDENTIAL TREATMENT SERVICES - THERAPEUTIC	Juvenile Probation	\$40,315.74	001-4530-593-6205/107-4573-593-6205
PS040114JW	THORNE, STEPHEN A., PH.D	PSYCHOLOGICAL EVALUATIONS - DR. STEPHEN A. THORNE	Juvenile Probation	\$25,750.00	001-4514-593-6315/various grant accounts
PS080197VR	TRAVIS COUNTY SVS FOR THE DEAF	DEAF SERVICES FOR JUVENILE PROBATION	Juvenile Probation	\$0.00	001-4526-593-6018
PS100089DW	TX SAN MARCOS TREATMENT CENTER	RESIDENTIAL SERVICES	Juvenile Probation	\$764,074.00	001-4530-593-6205/various grant accounts
IL080039VR	VICTORIA REGIONAL JUVENILE JUS	RESIDENTIAL TREATMENT SERVICES (VICTORIA COUNTY)	Juvenile Probation	\$46,992.50	001-4530-593-6205/various grant accounts
PS080179VR	WARD, LAURA ATKINS	LEGAL CONSULTING SERVICES	Juvenile Probation	\$65,250.00	001-4512-593-4012/174-4590-4012
PS090023VR	WILLIAMSON COUNCIL ON ALCOHOL	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	0	001-4560-593-4099/001-4560-593-6099
PS960016JW	YOUTH ADVOCATE PROGRAMS	YOUTH ADVOCATE MENTOR PROGRAM	Juvenile Probation	\$16,805.50	001-4530-593-6099
PS000183VR	YOUTH AND FAMILY ALLIANCE	RESIDENTIAL TREATMENT SERVICES LIFEWORCS	Juvenile Probation	\$40,210.88	001-4530-593-6205/various grant accounts
PS070129JT	YOUTH AND FAMILY ALLIANCE	PROFESSIONAL COUNSELING CONSULTATION DEBRIEF SVCS.	Juvenile Probation	\$6,230.00	001-4560-593-4099/817-4560-593-6099
IL040238RE	AUSTIN COUNTY	AUSTIN COUNTY AUTOPSY SERVICE REVENUE GENERATING	ME	REVENUE	REVENUE
IL030294EF	BANDERA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030295EF	BASTROP COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
IL030297EF	BLANCO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL040237RE	BRAZOS COUNTY	BRAZOS COUNTY AUTOPSY SERVICES REVENUE GENERATING	ME	REVENUE	REVENUE
IL030298EF	BROWN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030299EF	BURLESON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030300EF	BURNET COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030301EF	CALDWELL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030302EF	CALHOUN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030303EF	COLORADO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030304EF	COMAL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030305EF	DEWITT COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030306EF	ECTOR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030307EF	EDWARDS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030308EF	FALLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030309EF	FAYETTE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030325EF	GILLESPIE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL040235RE	GOLIAD COUNTY	GOLIAD COUNTY AUTOPSY SERVICES REVENUE GENERATING	ME	REVENUE	REVENUE
IL030326EF	GONZALES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030327EF	GRIMES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030328EF	GUADALUPE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
IL030329EF	HAYS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030330EF	JACKSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030331EF	KERR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030332EF	KIMBLE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030334EF	LAVACA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030335EF	LEE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030336EF	LLANO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030337EF	MCCULLOCH COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030338EF	MCLENNAN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL960317KW	MENARD COUNTY, TEXAS	REVENUE K-OUT-OF-CO. AUTOPSY-MENARD CO.	ME	REVENUE	REVENUE
IL030339EF	MILAM COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030340EF	MILLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030341EF	REFUGIO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030342EF	ROBERTSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030343EF	SAN SABA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
PS100228ML	STEPHANIE WILLIAMS	HISTOLOGY SERVICES	ME		13810572-6033
IL030344EF	VICTORIA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030345EF	WARD COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL030346EF	WASHINGTON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
IL040041EF	WHARTON COUNTY (new item)	WHARTON COUNTY AUTOPSY SERVICES	ME	REVENUE	REVENUE

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
IL040233RE	WILLIAMSON COUNTY	WILLIAMSON CO AUTOPSY SERVICES REVENUE GENERATING	ME	REVENUE	REVENUE
PS000331LB	A BETTER COURT REPORTING SERV	COURT REPORTING SVCS-CJC LITIGATION NTE \$50,000	SHERIFF		37055616102
IL010007DR	AUSTIN INDEPENDENT SCHOOL DIST	REIMBURSEMENT CUSTODIAL F/CLASSROOM F/CES NTE \$30K	SHERIFF	\$21,033.01	017-4010-586- 6099
PS960153KW	AUSTIN STRESS CLINIC	AUSTIN STRESS CLINIC-BATTERING INTER. COUNSLG-TCSO	SHERIFF		37495814019
PS070028JT	AUSTIN TRAVIS COUNTY SEXUAL AS	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$500.00	001-3725-563- 6313
PS070334VR	BLACK, JENNY	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF	\$2,808.00	001-3725-563- 6313
PS990164KW	BRINSON, CYNTHIA MD	SPECIALIZED MEDICAL SVCS-DR. CYNTHIA BRINSON-TCSO	SHERIFF	\$60,000.00	
IL070041ML	CITY OF AUSTIN	CENTRAL BOOKING SERVICES	SHERIFF	revenue	
PS000264KW	CONNECTIONS INDIVIDUAL AND FAM	RESIDENTIAL TREATMENT SVCS-COMAL CO (CONNECTIONS)	SHERIFF	\$743.54	
PS070029JT	DALE MUMMA, CAROLYN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$2,847.00	001-3725-563- 6313
PS990064LB	EVINS PERSONNEL CONSULTANTS	TEMPORARY MEDICAL/NURSING SERVICES TCSO	SHERIFF		37495814014
IL090300ML	FEDERAL CORRECTIONAL INSTITUTE	FEDERAL CORRECTIONAL INSTITUTION IN BASTROP	SHERIFF	revenue	
PS090265VR	FOLEY, MOIRA	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF		
PS070335VR	GANN, KATHLEEN RN CEN SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF	\$5,219.00	001-3725-563- 6313
PS070031JT	GIBBS, JULIE, RN, SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$1,505.50	001-3725-563- 6313
PS070137ML	GOODWILL	VOCATIONAL TRAINING FOR INMATES	SHERIFF		inmate weldare
PS090173ML	HERRERA, ALVARO RENE	CHAPLAIN SERVICES ALVARO HERRERA	SHERIFF		inmate welfare
PS990036KW	INTERIM HEALTH CARE	TEMP NURSING SVCS - INTERIM HEALTH CARE - TCSO	SHERIFF		37495814014
PS960150KW	IVAN JAMESON	ASSISTANT CHAPLAIN SVCS-JAMESON- TCSO	SHERIFF		inmate welfare
PS960151KW	JASPER, WALTER R SR	ASSISTANT CHAPLAIN SVCS-JASPER-TCSO	SHERIFF		inmate welfare

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS090271VR	KERN, VERONICA C.	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF		
PS070030JT	KREMER, CHRISTIE, RN, MSN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$1,100.50	001-3725-563-6313
LA070306ML	LAKESIDE WATER CONTROL DISTRICT	OFFICE SPACE AT BLACKHAWK AMENITY CENTER	SHERIFF		137055616102
PS040276ML	MACKAY, DANIEL MD	INMATE MEDICAL SERVICES	SHERIFF		37495814015
PS070176JT	MARTIN RN SANE, ANNE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$1,399.00	001-3725-563-6313
PS090047ML	MAXIM HEALTHCARE	TEMPORARY HEALTHCARE SERVICES	SHERIFF		37495816035
PS960146LB	MEDICAL STAFFING NETWORK INC	TEMP NURSING SERVICES (MEDICAL STAFFING)	SHERIFF		3749581404
PS090069ML	MILLER, LISA	RELIEF PHARMACY SERVICES	SHERIFF		37495816035
PS060234ML	NAVICUS INC	GENERAL MEDICAL LAB SERVICES	SHERIFF		37495816033
PS080078ML	NUR MOHAMMED AHMAD	CHAPLAIN SERVICES NUR MOHAMMED AHMAD	SHERIFF		inmate welfare
PS100237DW	PATRICIA WILSON	SANE NURSE SERVICES	SHERIFF		
PS060246ML	PAUL, GREGORY M.D.	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS	SHERIFF		194865466315
PS090365ML	RALPH ALOYSIUS BRENNAN	CHAPLAIN SERVICES	SHERIFF		inmate welfare
PS030218JW	RAMEY, HOWARD A DDS	DENTAL SERVICES - DR. RAMEY, D.D.S.	SHERIFF	\$8,555.00	001-4512-593-4009
PS960156KW	SCHMIDT, JEROME R, PHD	INMATE PSYCHOLOGICAL SVCS-SCHMIDT-TCSO	SHERIFF		
PS070033JT	SIFUENTES, LINDA	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$421.00	001-3725-563-6313
PS090048ML	SIMPKINS MD, ROBERT	INMATE MEDICAL SERVICES	SHERIFF		37495816035
PS990213KW	SQUYRES, KATHY	ASSISTANT CHAPLAIN SVCS-KATHY SQUYRES-TCSO	SHERIFF		Inmate welfare
PS080146ML	STRELNIEKS, ERIK MD	INMATE MEDICAL SERVICES	SHERIFF		37495814015
PS980170JJ	CENTRAL TEXAS CLEAN AIR FORCE	COORDINATION OF REGIONAL EFFORTS - AIR QUALITY	TNR	\$10,000.00	
PS070179JW	SPEED SHORE CORPORATION	PROFESSIONAL EQUIPMENT OPERATOR TRAINING SERVICES	TNR	\$42,362.37	099-4901-621-5604; 099-4901-621-6503
IL080225DR	TEXAS PARKS AND WILDLIFE	FISH FOR BULLFROG POND	TNR	\$1,250.00	001-4945-631-3042
ACCTSVCS01	ACCOUNTTEMPS OF AUSTIN	TEMP ACCOUNTING SERVICES-ACCOUNTTEMPS			

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
ACCTSVCS02	ACCOUNTING PRINCIPALS	ACCOUNTING SERVICES			
RECMGT0004	AIRBORNE EXPRESS	EXPRESS MAIL			
PS030026LB	ANDERSON, MARY DR	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS			
IL980139KW	AUSTIN COMMUNITY COLLEGE	AUSTIN COMMUNITY COLLEGE - TRAINING		\$190.00	001-4550-593-6099
PS960112TS	BENNETT, JOEL B PC	DRUG COURT MAGISTRATE NTE \$42,900			
MA950074	BLOOMBERG LP	SUBSCRIP BLOOMBERG FIN MKT & COMMOD NEWS SRV (CSHM		\$27,540.00	
BRACK00001	BRACKENRIDGE HOSPITAL	SHERIFF DEPT. - BRACKENRIDGE HOSPITAL			
IL020192LD	CALIFORNIA COMMUNITIES	LOS ANGELES COUNTY INTERLOCAL AGREEMENT			
PS030028LB	CANTU, ROBERT E MD PA	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS			
CPSSVC0001	CHILD PROTECTIVE SERVICES	CHILD PROTECTIVE SERVICES			
05R00047LC	CITY OF AUSTIN	REVENUE AGREEMENT FOR CTECC SECURITY SVCS (TCES)			
IL010219JW	CITY OF AUSTIN	COMPUTER-AIDED DISPATCH SYSTEM - RDMT NTE 615,785			
IL030285LC	CITY OF AUSTIN	OPERATIONS AND MAINT OF CTECC (AUTO REN 49YR) TCES		\$1,798,342.54	
IL030285LC	CITY OF AUSTIN	OPERATIONS AND MAINT OF CTECC (AUTO REN 49YR) TCES			
IL040167LC	CITY OF AUSTIN	OP & MAINT OF REGIONAL RADIO SYS (RRS) AUTOREN 40Y		\$925,216.00	
IL970319JG	CITY OF AUSTIN	COA/HOME HAZARDOUS WASTE COLLECTION		\$95,981.04	
IL030070LB	CITY OF AUSTIN PUBLIC WKS AND	USE OF EQUIPMENT, LABOR & MATERIALS WITH COA			
MA960087	CITY OF AUSTIN RADIO REPAIR	MAINT RADIO REPAIR COA IL AGREEMENT (J&PS, TCSO)			
IL980214BS	CITY OF AUSTIN TELECOMMUNICA-	INTERLOCAL-USE OF INSTITUTIONAL NETWORK CAPACITY		\$45,784.00	
IL050322LP	CITY OF AUSTIN WATERSHED	SUBDIVISION PLATTING IN THE ETJ			
PS020099LB	CLINICAL STAFF SUPPORT, INC.	TEMPORARY PROFESSIONAL HEALTHCARE SERVICES		\$474,256.90	
PS030029LB	COONS, RICHARD E JD MD	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS		\$8,610.00	

ATTACHMENT A

Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
PS030029LB	COONS, RICHARD E JD MD	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS			
PS020196LB	DENTRUST DENTAL TEXAS PC	DENTAL SVCS. F/POPULATION IN DETENTION FACILITIES			
IL020084LB	DEPARTMENT OF INFORMATION RESO	PARENT IL W/KPMG THRU DIR F/SLA (TX ELE.FRAMEWORK)			
RECMGT0003	DHL AIRWAYS INC	EXPRESS MAIL			
LA980076KW	EMERALD POINT STORE	EMERALD POINT MARINA BOAT SLIP RENTAL			
PS970183LB	EWBANK AND BYROM, PC	EWBANK & BYROM, P.C. - LEGAL SERVICES			
RECMGT0002	FEDEX	EXPRESS MAIL			
CP060261ML	HAWKINS ASSOCIATES INC	TEMPORARY PERSONNEL SERVICES			
ILA98-858	HOUSTON GALVESTON AREA COUNCIL	INTER-LOCAL - HOUSTON-GALVESTON AREA COUNCIL			
PS030027LB	HUMES, DUSTY L PHD	PSYCHOLOGICAL SERVICES F/DISTRICT & CRIMINAL COURT			
PS970023LB	KEEP AUSTIN BEAUTIFUL	KEEP AUSTIN BEAUTIFUL (NTE) \$49,200 PER YEAR			
SL020084LB	KPMG CONSULTING INC	SLA W/TAX ASSESSOR-COLLECTOR OFFICE			
03T00234RG	LEXIS NEXIS RISK & INFORMATION	SEARCH SERVICES (ACCURINT)			
IL030038DM	LOWER COLORADO RIVER AUTHORITY	MAINTENANCE AND REPAIR OF STREETS			
CES0001-DM	NATIONAL CURRICULUM AND TRAINI	WORKBOOKS, CORRECTIONAL			
IL080305RG	NATIONAL INTERGOVERNMENTAL	INTER-LOCAL -NATIONAL PURCHASING ALLIANCE			
CP070143JT	POSEY COMPUTING SYSTEMS	COMPUTER CONSULTING SERVICES			
RECMGT0001	POSTMASTER	POSTAGE			
PS070179JW	SPEED SHORE CORPORATION	PROFESSIONAL EQUIPMENT OPERATOR TRAINING SERVICES		\$42,362.37	
IL030152LB	TEXAS CONFERENCE OF URBAN	IL BETWEEN CUC F/COORDINATED IJIS			
IL040005DR	TEXAS COOPERATIVE PURCHASING	TEXAS COOPERATIVE PURCHASING NETWORK			
EXTRSV0001	TRAVIS COUNTY SHERIFFS DEPARTM	EXTRADITION SERVICES			
RECMGT0005	UNITED PARCEL SERVICE	EXPRESS MAIL			



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 8/27/10 MB

Voting Session: Tuesday, September 7, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PROFESSIONAL PSYCHOLOGICAL /CONSULTING SERVICES WITH AUSTIN PSYCHOLOGY & ASSESSMENT CENTER FOR THE COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE PROGRAM (COPE).

Points of Contact:

Purchasing: David Walch, Marvin Brice, CPPB

Department: (JUVENILE PROBATION), Estela Medina, Chief Juvenile Probation Officer, Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: N/A

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

This contract is for the provision of Psychological/Counseling Services, as detailed in the Scope of Services, Attachment A of the contract.

In accordance with Attachment B - Fee Schedule, the counseling sessions will be 60 and 90 minutes long, for an individual or family, the cost per session varies from \$60.00 to \$70.00 depending on the type and duration of service provided. This contract is to be used on an as needed basis.

Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262.024 DISCRETIONARY EXEMPTIONS (a)(4), Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: **As Needed** (Estimated quantity)
Contract Type: (Professional Services Agreement)
Contract Period: 9-7-10 to 9-30-10 (auto-renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: N/A
- ☒ Funding Account(s): **661-4514-593-4099**
- ☐ Comments: **Contract will be used on an as need basis**

➤ **Statutory Verification of Funding:**

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



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

David
6.9.11
418

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

RECEIVED
TRAVIS COUNTY
JUVENILE PROBATION
DEPARTMENT
OFFICE
CHASING

8 PM 3:27

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

DATE: June 8, 2010

RE: Austin Psychology & Assessment Center for Individual and Family Counseling:

Travis County Juvenile Probation is interested in entering into a contract with Austin Psychology & Assessment Center to provide Individual and Family Counseling services for juveniles participating in the COPE Program. The fee is \$60.00 dollars per session for Individual and \$70.00 dollars per session for Family Counseling. The services will be provided on an as need basis.

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

Account #: 661-4514-593-4099 (M10661)

Term of Contract: 12 Month Period – Auto Renewal

Contract Information: Austin Psychology & Assessment Center
6012 W. Williams Cannon, B-103
Austin, Texas 78749
Phone: 512-891-1500
Fax: 512-857-7679
E-mail: winfo@APACenter.com
drmikebrooks@apacenter.com

The Scope of Services and Fee Schedule are included in the attached packet.

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

Cc: Barbara Swift
Sylvia Mendoza
Gail Penney-Chapmond
Michael Williams



SCOPE OF SERVICES AUSTIN PSYCHOLOGY & ASSESSMENT CENTER/APA-CENTER

In addition to the basic template used on TCJPD contracts the following specifically addresses the services to be provided.

1. Youth will be indentified and referred to CONTRACTOR by the COPE Mental Health Court for individual and/or family therapy services.
2. If counseling services are designated by the Department, then CONTRACTOR shall provide individual and /or family counseling services to youth and their family that are participants of the COPE Mental Health Court. All sessions are to be conducted by advanced doctoral graduate students, doctoral interns, and/or post-doctoral interns
3. CONTRACTOR will give these youth and families priority in scheduling appointments for counseling or group therapy when possible.
4. CONTRACTOR agrees to contact the COPE Case Work Manager by email within twenty-four (24) hours when a family does not attend a scheduled appointment or a counseling session is cancelled.
5. CONTRACTOR may terminate services, if the family cancels or does not appear for appointments/sessions through an agreed decision between the COPE Case Work Manager and the therapist.
6. CONTRACTOR agrees that no payment will be provided for counseling sessions that do not occur, regardless of advanced cancellation or failure to appear by the youth and family.
7. Therapeutic sessions will be conducted when possible, in the client's home, CONTRACTORS office or other alternative locations when needed.
8. The initial intake/first session will be provided within five (5) working days of receiving the COPE referral and therapist contact with the family to set the appointment.
9. The initial number of approved sessions provided per client will not exceed twelve (12) unless CONTRACTOR obtains authorization for the COPE Case Work Manager for additional sessions.
10. All therapy sessions will be completed within six (6) months of the initial intake session.

11. CONTRACTOR will provide a weekly progress report using a form supplied by the COPE Mental Health Court. This form will be provided on all appointments where the client either attends, cancels or misses the appointment. The therapist will also provide the next appointment scheduled on the form, provide any information on the youth or family's progress in therapy, and therapeutic modality used.
12. Prior to graduation from the COPE program, and the end of services, the CONTRACTOR will provide the COPE Case Work Manager with a Discharge Summary, which the Department will provide, that includes a diagnosis and GAF.

**FEE SCHEDULE
AUSTIN PSYCHOLOGY & ASSESSMENT CENTER/APA-CENTER**

Individual and /or family counseling with advanced doctoral graduate students, doctoral interns, and/or post- doctoral interns (50 minutes in length)	\$60.00 – for each individual session \$70.00 – for each family session

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

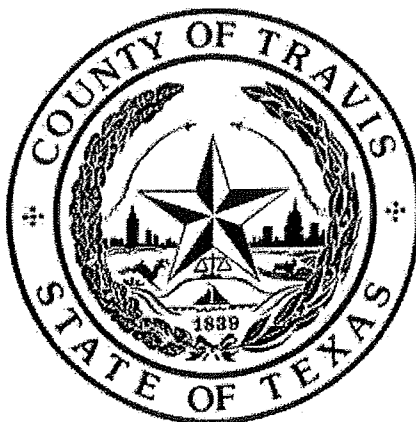
AUSTIN PSYCHOLOGY & ASSESSMENT CENTER

FOR

INDIVIDUAL AND FAMILY COUNSELING SERVICES

**COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE
(COPE) PROGRAM**

CONTRACT NO. PS100236DW



Travis County Purchasing Office

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STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR INDIVIDUAL AND FAMILY COUNSELING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Austin Psychology & Assessment Center., (the “CONTRACTOR”).

WHEREAS, COUNTY desires to obtain the services of a qualified counselor to provide individual and family counseling services for Travis County referred participants of the Collaborative Opportunities for Positive Experiences (COPE) Program , for Travis County and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Austin Psychology & Assessment Center,
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2010, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

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

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

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

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

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

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be

performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR was the alleged or designated perpetrator.

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

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

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

Form is provided as Attachment E

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas

Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 <u>Not to exceed amount:</u>	N/A-As needed Basis
4.1.2 <u>Additional Fees:</u>	None.

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

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

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

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

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

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

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

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

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

7.0 OTHER PROVISIONS:

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

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

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

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

7.5 Non-Waiver of Default

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

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

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

7.7 Entire Agreement

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

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

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E – Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail,

postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

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

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

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

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

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

Austin Psychology & Assessment Center
6012 W. William Cannon, B-103
Austin, Texas 78749

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

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

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final

resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

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

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

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

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective

successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

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

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

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

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

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

Austin Psychology & Assessment Center

Travis County

By: Mike Brooks, ApsCenter Director
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 8/24/10

Date: _____

Approved as to Legal Form By:

Jim Connolly
Assistant County Attorney

Approved by Purchasing:

Cyd V. Grimes 8/27/10
Cyd Grimes, C.P.M., Purchasing Agent

ATTACHMENT A**SCOPE OF SERVICES****Austin Psychology & Assessment Center****CONTRACTOR shall provide the following services under this Agreement:**

Individual and/or family counseling services for youth identified and referred to CONTRACTOR by the Department through the COPE Mental Health Court.

CONTRACTOR makes the following assurances regarding services to be provided under this Agreement:

CONTRACTOR shall provide individual and/or family counseling services weekly to youth and their family who are participants of the COPE Mental Health Court who are referred under this Agreement. Each counseling session shall include fifty (50) minutes of face-to-face counseling.

CONTRACTOR will give youth and their family who are referred by the Department for services under this Agreement 's priority in scheduling appointments for counseling when possible.

CONTRACTOR agrees to contact the COPE Case Work Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a counseling session is cancelled.

CONTRACTOR may terminate services for a referred youth if the family cancels or does not appear for two consecutive appointments or sessions, through an agreed decision between the COPE Case Work Manager and the therapist.

CONTRACTOR agrees that no payment will be provided for counseling sessions that do not occur, regardless of advanced cancellation or failure to appear by the youth and family.

CONTRACTOR agrees to provide all counseling sessions in the CONTRACTOR'S office or in the clients home when needed.

CONTRACTOR agrees to provide the initial intake counseling session within five (5) working days of receiving the COPE referral and the CONTRACTOR makes contact with the family.

CONTRACTOR agrees that the total number of approved sessions to be provided to youth referred under this Agreement shall not exceed twelve (12) counseling sessions unless CONTRACTOR obtains authorization by the COPE Case Work Manager for additional sessions.

CONTRACTOR agrees that all counseling sessions will be completed for youth referred under this Agreement within six (6) months of the initial intake session unless CONTRACTOR obtains authorization in writing by the COPE Case Work Manager to extend the timeframe for service provision.

CONTRACTOR will provide a weekly progress report to Department using a form supplied by the COPE Mental Health Court. This form will be provided on all appointments where the client either attends, cancels or misses the appointment. The therapist will also include on the form the next appointment scheduled, any information on the youth or family's progress in therapy, and the therapeutic modality used.

Prior to graduation from the COPE program, and the end of services, the CONTRACTOR will provide the COPE Case Work Manager with a Discharge Summary on a form that the Department will provide and that includes a diagnosis and GAF.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

\$60.00 per individual counseling session

\$70.00 per family counseling session

County will not pay for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

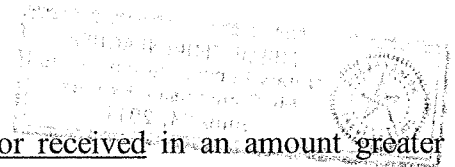
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 8/24/10
Name of Affiant: Mike Brooks
Title of Affiant: Director of the ApaCenter
Business Name of Proponent: Austin Psychology & Assessment Center (ApaCenter)
County of Proponent: Travis

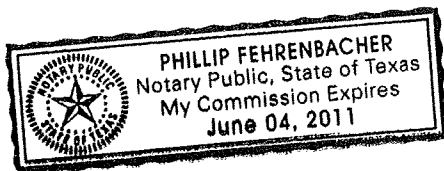
Affiant on oath swears that the following statements are true:

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

Mike Brooks
Signature of Affiant

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

SUBSCRIBED AND SWORN TO before me by Michael Brooks on 8/24, 2010.



Phillip Fehrenbacher
Notary Public, State of Texas

Typed or printed name of notary
My commission expires: 6/4/2011

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
June 29, 2010

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	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

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.

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

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

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

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

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

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

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

Approved by: _____

Cyd V. Grimes 9/11/10

Voting Session: Tuesday, September 7, 2010

REQUESTED ACTION: APPROVE THE FOLLOWING MODIFICATIONS TO CONTRACT NO. CM100016GM, OPEX CORPORATION, FOR DROP FEED PRODUCTION SCANNER:

- A. MODIFICATION NO. 1 TO THE PURCHASE AGREEMENT FOR AN ADDITIONAL DROP FEED PRODUCTION SCANNER AND LICENSES; AND
- B. MODIFICATION NO. 2 TO THE MASTER MAINTENANCE AGREEMENT FOR AN ADDITIONAL DROP FEED PRODUCTION SCANNER AND LICENSES.

Points of Contact:

Purchasing: George Monnat, C.P.M., 854-9778; Bonnie Floyd, 854-4173

Department: Records Management & Communications Resources; Steven Broberg, 854-9575; Shawn Malone, 854-97627

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

Other: Roger Jefferies, CJP and Julie Cullen, CJP

- **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.

OPEX Corporation has been identified as the sole source provider of a Mixed Document Drop-Feed Production Scanner providing required features and functions to be used to perform digitization of paper records. On September 22, 2009, the Court approved the sole source exemption and contract award to OPEX. The contract consisted of two separate agreements, Purchase Agreement and Master Maintenance Agreement.

The Records Management and Communications Resources Department now recommends approval of modifications to the overall agreement with amendments to the Purchase Agreement and the Master Maintenance Agreement for an additional drop feed production scanner, licenses, and maintenance.

01 Modification 1 to the Master Maintenance Agreement, approved by the Purchasing Agent October 23, 2009, added one each OPEX Model M51 Mixed Mail Extraction Table to the machine types to be maintained and instituted an annual charge of \$2310.00 for that unit.

- **Contract Expenditures:** Within the last 12 months \$71,148.00 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$40,880.00 for equipment and first year 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.: 503746

☐ Funding Account(s):

☒ Comments: Byrne Grant

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: CM100016GM Master Maintenance Agreement OPEX Equipment (Records Management & Communications Resources)

PAGE 1 OF ³/₄ PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: George Monnat TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 27, 2010
ISSUED TO: OPEX Corporation 305 Commerce Drive Moorestown NJ 08057	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: September 22, 2009
ORIGINAL CONTRACT TERM DATES: <u>September 22, 2009 – December 31, 2010</u>		CURRENT CONTRACT TERM DATES: <u>September 22, 2009 – December 31, 2011</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 68,838.00 (Total Contract)


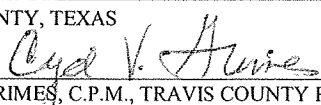
Current Modified Amount \$ 112,028.00 (Total Contract)

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.

Amend Master Maintenance Agreement to include the purchased DS1225p Drop Feed Scanner and associated software
= \$5,760.00 per 12 month period

Note to Vendor:

- [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>OPEX Corporation</u> BY:  SIGNATURE BY: <u>Winnie W. Chow</u> PRINT NAME TITLE: <u>Asst. Dir., Corp. & Legal Affairs</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: DATE: DATE:
TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>8/31/10</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

**AMENDMENT NO. 2 TO MASTER MAINTENANCE AGREEMENT BETWEEN
TRAVIS COUNTY AND OPEX CORPORATION**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment No. 2 (this "Amendment No. 2") to Master Maintenance Agreement between Travis County and Opex Corporation ("Opex"), Contract No. CM100016GM, pursuant to which County purchased certain maintenance and support services for Opex scanning and records management equipment, is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County") and Opex (collectively, the "Parties"). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement, as such term is defined below.

RECITALS

WHEREAS, on September 22, 2009, the Parties entered into that certain Master Maintenance Agreement (the "Agreement"), pursuant to which County purchased maintenance and support services from Opex in support of Opex scanning and records management equipment, which Agreement was once amended on October 29, 2009, as provided therein where the change is in writing and agreed to by both parties; and

WHEREAS, the Parties desire to again modify the Agreement to: (i) purchase maintenance and support services for a new mid-volume production scanner and associated software, procured under separate contract; and (ii) adjust the contract price.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AMENDMENT

1. Section 2 of the Agreement is amended to add the following items to the service chart included in paragraph 2.3:

Machine Type	AS3690	Model 51	DS1225p
Demand	Unltd	Unltd	Unltd
Preventive Maintenance	6 (per 12-month period)	12 (per 12- month period)	4 (per 12-month period)

2. Paragraph 3 of Exhibit "A" to the Agreement (entitled "Equipment Schedule") is amended to add the following machine to the Equipment covered by the Agreement:

3) (c) Machine Description: DS1225p
Serial Number(s): To Be Determined

3. Exhibit "B" to the Agreement (entitled "Service Pricing") is amended to add the following pricing terms and information:

Product Description	QTY	Price Each	Extended Price (pre-tax)
DS1225p (Billing Period - Upon Termination of Standard 30 Day Warranty Period and continue for 12 months)			
DS1225p Base Machine	1	\$4,300.00	\$4,300.00
1 D Barcode License Fee	1	\$210.00	\$210.00
CertainScan	1	\$1,250.00	\$1,250.00

II. INCORPORATION

2.1 Except as amended above, the Agreement shall remain in full force and effect.

2.2 This Amendment No. 2 is effective when executed by both parties.

MODIFICATION OF CONTRACT NUMBER: CM100016GM Purchase Agreement OPEX Equipment
Updated 9/3/10, 12:00 p.m. (Records Management & Communications Resources)

PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: George Monnat TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 27, 2010
ISSUED TO: OPEX Corporation 305 Commerce Drive Moorestown NJ 08057	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: September 22, 2009
ORIGINAL CONTRACT TERM DATES: <u>September 22, 2009 – December 31, 2010</u> CURRENT CONTRACT TERM DATES: <u>September 22, 2009 – December 31, 2011</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 68,838.00 (Total Contract)

Current Modified Amount \$ 112,028.00 (Total Contract)

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.

Amend Purchase Agreement to include a DS1225p Drop Feed Scanner and associated software and shipping costs = \$35,120.00

Note to Vendor:

☒ **X** Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
☐ **DO NOT** execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: OPEX Corporation

BY: [Signature]
SIGNATURE

BY: Winnie W. Chow
PRINT NAME

TITLE: Asst. Dir., Corp. & Legal Affairs
ITS DULY AUTHORIZED AGENT

☐ DBA
☒ CORPORATION
☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

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

DATE:
8/31/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**AMENDMENT NO. 1 TO PURCHASE AGREEMENT BETWEEN TRAVIS
COUNTY AND OPEX CORPORATION**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment No. 1 (this "Amendment No. 1") to Purchase Agreement between Travis County and Opex Corporation ("Opex"), Contract No. CM100016GM, pursuant to which County purchased certain scanning and records management equipment, is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County") and Opex (collectively, the "Parties"). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement, as such term is defined below.

RECITALS

WHEREAS, on September 22, 2009, the Parties entered into that certain Purchase Agreement (the "Agreement") for the provision of Opex scanning and records management equipment (the "Equipment"), which Agreement provides that it may be amended where the change is in writing and agreed to by both parties; and

WHEREAS, the Parties now desire to modify the Agreement to: (i) add a mid-volume production scanner and associated software; (ii) adjust the contract price; and (iii) supplement the product testing and acceptance procedures to accommodate addition of the new machine.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AMENDMENT

1. Attachment A of the Agreement is amended to add the pricing terms for the new scanning machine set forth on Exhibit A to this Amendment. The new product pricing terms will become "Attachment A-1" to the Agreement.
2. Attachment B of the Agreement is amended to add the product acceptance test procedures for the new scanning machine set forth on Exhibit B to this

Amendment No. 1. The new product acceptance test procedures will become "Attachment B-1" to the Agreement.

3. Attachment D of the Agreement is amended to add the product specifications for the new scanning machine set forth on Exhibit C to this Amendment No. 1. The new product specifications will become "Attachment D-1" to the Agreement.

4. The following exhibits are incorporated into this Amendment No. 1 for all purposes:

Exhibit A: "Attachment A-1: Product Pricing for DS1225p"

Exhibit B: "Attachment B-1: Product Acceptance Test for DS1225p"

Exhibit C: "Attachment D-1: Product Specifications for DS1225p"

5. Paragraph 6.1 of the Agreement is amended to modify the third sentence to read: "For the AS3690i and DS1225p: thirty (30) days."

6. All references in the Agreement to Attachment A, Attachment B and Attachment D are amended to read "Attachments A and A-1", "Attachments B and B-1" and "Attachments D and D-1."

II. INCORPORATION

2.1 Except as amended above, the Agreement shall remain in full force and effect.

2.2 This Amendment No. 1 is effective when executed by both parties.

Exhibit A**Attachment A-1:
Product Pricing for DS1225p**

Product Description	Quantity	Price (Each)	Extended Price
<u>New DS1225p</u>			
Base Machine	1	\$ 32,900.00	\$ 32,900.00
1D Barcode Suite	1	\$ 795.00	\$ 795.00
Reference ID	1	\$ 1,000.00	\$ 1,000.00
Shipping Cost	1	\$ 425.00	\$ 425.00

Total Purchase Price For One New DS1225p, Pretax: **\$35,120.00**

Additional Pricing Information

1. The purchase price for one (1) DS1225p includes the programming of three (3) jobs. County may purchase additional programming jobs for the DS1225p at a cost of \$200.00, per job, per machine.
2. For all Products, F.O.B. Destination. The prices listed on this Amendment No. 1 are valid if this Amendment No. 1 is signed and returned to OPEX on or before **December 31, 2010**. Delivery of the Product listed above will be determined upon receipt of order.

Exhibit B

Attachment B-1: Product Acceptance Test for DS1225p

A. Condition and Completeness of the Product.

General appearance must be acceptable, with no significant visible damage with hardware all in place.

B. Live Run Test for Acceptance.

A "live run" acceptance test will be conducted using the County's mail (checks, invoices, correspondence, envelopes and other documents intermixed) and ready for scanning on the DS1225p.

1. *Net Effective Product Throughput.* This Acceptance Test is highly operator-dependent and must be carefully controlled to specifically measure the throughput under the Product's normal running conditions. No other factors are included in this Test. For this reason, the Test will run for exactly sixty (60) minutes, at which time the Test will terminate.
2. *Condition of Documents for Scanning.* The documents used must be correctly oriented, reasonably smoothed flat, and positioned correctly on the drop feed conveyor by the operator.
 - The paper dimensions will be: width (2.0" – 12"), length (3.5" – 17"; up to 25" in long document mode) and up to 0.012" thick.
 - Paper clips and staples will be removed by the operator prior to placing the mail on the conveyor for scanning.
 - Major paper tears will be repaired with tape prior to scanning. Inability to handle tears in the scanning process without jams occurring will not be deemed as an equipment failure.
3. *Jam Clearance.* The operator will follow the recommended logical sequence for clearing jams, making an effort to expedite the rate at which jams are cleared. The equipment will not be deemed to have failed this Acceptance Test criteria if the cause of such failure is attributable to Customer operator's failure to clear machine jams in an expeditious manner.
4. *Re-Starting Product After Track Clearance.* The operator will expeditiously re-start the job once the track has been cleared, and will not perform any additional functions during jam clearing time.

C. Verification of Product Performance.

1. The Product will scan from 100 to 300 dpi at speed of 110ppm /220 ipm. (Throughput speeds may vary depending on your operator, choice of driver, application software, operating system and PC.)
2. The Product will scan envelopes with one, two or three sides opened (within the paper range as specified under Section B(2) above.
3. The Product will process/scan images of overnight mail envelopes that fall within the paper dimensions as specified under Section B(2) above.

4. The Product's drop feed conveyor will direct the document into the proper position to ensure that the best image is captured. The operator only needs to drop documents onto the feeder to be scanned.
5. The Product will route checks and their supporting documents together, helping to ensure transaction integrity.
6. The ability to perform image enhancement which includes features such as image de-skew, cropping, and dynamic thresholding.
7. The Product's ability to perform ultrasonic multifeed detection, to detect against double-feeds.
8. The Product's ability to read in-line Magnetic Ink Character Recognition (MICR) from checks magnetically and optically.
9. The Product's rear imprinter will automatically imprint sequence numbers, or other various audit trail information to the back of checks and documents, using the rear imprinter.

Test Results: Pass _____ Fail _____

If Fail, Reason(s): _____

Customer's Signature: _____

Date: _____

Printed Name and Title: _____

Witnessed by (signed): _____

Date: _____

Exhibit C

Attachment D-1: Product Specifications for DS1225p

1.0 TECHNICAL SPECIFICATIONS

1.1 SCOPE OF WORK

- 1.1.1 Deliver, install, and test the performance operations of the Product, consisting of one (1) Opex® DS1225p™ scanning system, as specified under Attachment B-1, Product Acceptance Test.
- 1.1.2 Perform operator training, as specified (see below, Section 3.0 Training).
- 1.1.3 Program initial three scanning job workflows in conjunction with County operator(s).
- 1.1.4 Maintain and service the scanning system, as specified (see below, Section 4.0 On-Call Service).

1.2 EQUIPMENT FUNCTIONALITY – System must:

- 1.2.1 Accept various sizes and thicknesses of paper dropped by the operator into a drop feed conveyer (to include paper sizes from width (2.0" – 12"), length (3.5" – 17"; up to 25" in long document mode) and up to 0.012" thick.
- 1.2.2 Scan envelopes with one, two or three sides opened (within the paper range as specified under Section 1.2.1 above.
- 1.2.3 Include CertainScan Capture Application which provide:
 - 1D Barcode Package (standard edition);
 - OPEX OCR Font Set (standard edition);
 - Electronic Audit Trail Functionality;
 - Mark Detect Software; and
 - audit trail records
- 1.2.4 Scan from 100 to 300 dpi at speed of 110ppm /220 ipm. (Throughout speeds may vary depending on your operator, choice of driver, application software, operating system and PC.)
- 1.2.5 Sort scanned paper output into two (2) output bins.
- 1.2.6 Include AntiJam technology which provides ultrasonic multi-feed detection that will alert the operator if a double feed, overlap and/or jams are detected.
- 1.2.7 Include OpAssist Input Sensor which allows for the efficient processing of envelopes by temporarily disengaging multi-feed detection without disrupting normal operation.

2.0 TESTING

The testing for the Product shall be performed in accordance to the criteria set forth in Attachment B-1.

3.0 TRAINING

3.1 OPERATOR -

3.1.1. Functional

The training shall commence for a maximum period of three (3) business days following installation of the DS1225p. The County shall determine the number of individuals that need to attend the training session and shall provide sample mail to use for training purposes.

3.1.2. Safety

The training shall commence for a maximum period of three (3) business days following installation of the DS1225p. The County shall determine the number of individuals that need to attend the training session and shall provide sample mail to use for training purposes.

3.2 ROUTINE CLEANING / MINOR ADJUSTMENTS -- Training of operators in order to assure continued performance of the system and to comply with warranty and maintenance program requirements.

3.3 "TRIAGE" REPAIRS – Training for minor fix/repair actions, in compliance with Vendor's Published Specifications and in accordance to the training manual.

4.0 ON-CALL SERVICE – In accordance with separately executed OPEX Master Maintenance Agreement.



TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

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

RECEIVED
TRAVIS COUNTY
2010 AUG -2 PM 12:50
PURCHASING
OFFICE

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM:  Steven Broberg, RMCR Director

SUBJECT: Purchase of Opex DS1225 scanner for Byrne Grant program

Purchasing Department assistance is sought regarding the procurement of a production scanner. This procurement may call for a contract modification.

This purchase of an Opex model 1225 document scanner will equip the Imaging Lab to fulfill the requirements of the recent Byrne Grant award for digitization of paper records. Scanning paper documents using traditional scanners is a time-consuming and labor intensive task, because the paper must be carefully prepared. Documents may require pre-sorting, pulling staples, inserting separator sheets, mounting small items, taping damaged items, flattening etc. Depending on the nature of a given scanning job, manual key entry during scanning can slow the scanning process. Paper jams, double feeds and other problems crop up when non-uniform, torn, damaged or mutilated papers test the abilities of the scanner. Once the paper has been prepared carefully enough to feed through the traditional scanner, the actual scanning process is relatively quick. When the scanning itself is complete, labor intensive quality control inspections, manual indexing and other post-processing add to the length of time required to complete a given job.

Research has identified a set of features that spread the labor of a given scanning job across the process more evenly, streamlining workflow by reducing the bottleneck. The scanner should do these five things:

1. Accept various sizes and thicknesses of paper dropped by the operator into a hopper, tray or table, instead of requiring elaborate document preparation, jogging, stacking, and precise batch feeding
2. Recognize document types on the fly (form, envelope, etc.) by document identification, size and/or thickness
3. Incorporate traditional post processing (like quality control checking, image validation, data entry etc.) into the scanning stage, increasing efficiency. Ideally, this would not require the scanner operator to painstakingly operate computer keyboards or pointer devices while dropping the paper. A nimbler interface, like

the touch-screen controls common at restaurants and private sector imaging labs, would satisfy this requirement

4. Include a PC and software to provide reports on production statistics by operator and job, and to set security levels for technicians and managers
5. Allow the operator to set the scanner to automatically delete blank pages, reducing the file sizes and network/storage loading

The Opex Corporation has been identified as the sole source provider of a Mixed Document Drop-Feed Production Scanner which provides required features and functions to be used to perform digitization of paper records. The County has purchased one system from this source and intends to purchase a second system and the respective maintenance services on an annual basis under this agreement. The Records Management and Communication Resources Department recommends approval of the modification to the overall agreement with amendments to the Purchase Agreement and the Site Services Agreement portions, and approval of the contracts pertinent to this product and service. Please let me know if you require any additional information. Thank you.

PURCHASE REQUISITION NBR: 0000503746

REQUISITION BY: CULLENJ 44751

STATUS: TECHNICAL APPROVAL
REASON: BYRNE GRANT SCANNER

DATE: 6/25/10

SHIP TO LOCATION: JUSTICE & PUBLIC SAFETY

SUGGESTED VENDOR: 5945 OPEX CORP

DELIVER BY DATE: 6/28/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SCANNER,OPEX DS1225P DROP FEED, PRODUCTION COMMODITY: COMP HARDWARE SUBCOMMOD: SCANNERS AND READERS INVENTORY BUILDING: 1P STOCK NO: 206-090-00015	1.00	EA	32900.0000	32900.00	
2	SFW ACTIVE VIRUS SCAN SUITE PERP EN PT# SAVCAE-AA (PREVIOUS GRANTS: 41598-PL) COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: UTILITIES: BACKUP, VIRUS INVENTORY BUILDING: 1P STOCK NO: 208-090-00013	1.00	EA	795.0000	795.00	
3	SFTW,OPEX REFERENCE ID FOR DS1225P COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: UTILITIES: BACKUP, VIRUS INVENTORY BUILDING: 1P STOCK NO: 208-090-00104	1.00	EA	1000.0000	1000.00	
4	FREIGHT,OPEX DS1225P COMMODITY: COMP HARDWARE SUBCOMMOD: SCANNERS AND READERS INVENTORY BUILDING: 1P STOCK NO: 206-090-00016	1.00	EA	425.0000	425.00	
5	MAINT,OPEX DS1225P,ANNUALSERVICE LEVEL 1 COMMODITY: EQUIP MAINT/RPR - OFFICE SUBCOMMOD: MAINTENANCE,MICROFILM EQP INVENTORY BUILDING: 1P STOCK NO: 939-M54-00098	1.00	YR	4300.0000	4300.00	
6	LICENSE,OPEX 1D BARCODE SUITE, ANNUAL FEE Annual License Fee, OPEX 1D Barcode for DS1225p COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT INVENTORY BUILDING: 1P STOCK NO: 920-045-00927	1.00	EA	210.0000	210.00	
7	LICENSE,OPEX CERTAINSCAN ANNUAL FEE Annual License Fee for OPEX CertainScan for DS1225p COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT INVENTORY BUILDING: 1P STOCK NO: 920-045-00928	1.00	EA	1250.0000	1250.00	

REQUISITION TOTAL: 40880.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	67055395578001 CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	MR3670 BYRNE TECH REC MGMNT	100.00	32900.00

PURCHASE REQUISITION NBR: 0000503746

REQUISITION BY: CULLENJ 44751

STATUS: TECHNICAL APPROVAL

REASON: BYRNE GRANT SCANNER

DATE: 6/25/10

SHIP TO LOCATION: JUSTICE & PUBLIC SAFETY

SUGGESTED VENDOR: 5945 OPEX CORP

DELIVER BY DATE: 6/28/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
2	67055395573002	OPER SUPP, REPR PRTS, & EQ SOFTWARE	100.00	795.00
3	67055395573002	OPER SUPP, REPR PRTS, & EQ SOFTWARE	100.00	1000.00
4	67055395573001	OPER SUPP, REPR PRTS, & EQ OFFICE EQUIP, FURN, & SUPP	100.00	425.00
5	67055395575001	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS	100.00	4300.00
6	67055395575002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-	100.00	210.00
7	67055395575002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-	100.00	1250.00
				40880.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

13

Travis County Commissioners Court Agenda RequestVoting Session 9/07/10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNRB. Requested Text: **Consider and take appropriate action on:****A: Acceptance of dedication of Meadows of Blackhawk Phase 6, Meadows of****Blackhawk Phase 8 and Park at Blackhawk II Jakes Hill Road and Martin Lane****B: Approval of First Amendment to License Agreement with Meadows of**
Blackhawk Homeowners Association, Inc.**C: Approval of First Amendment to License Agreement with Park at Blackhawk**
and Lakeside Homeowners Association, Inc.C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct TwoII. A. Is backup material attached*: Yes X No _____*Any backup material to be presented to the court must be submitted with this
Agenda Request (original and 8 copies).

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

Yes X No aw Please list those contacted and their phone numbers:

Donald W. Ward - 854-9383

Anna Bowlin - 854-9383

David Greear - 854-9383

Howard Herrin - 854-9383

Scott Lambert - 854-9383

Lucious Henderson - 854-9114

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 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 25, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Director, Road Maintenance, Bridge and Fleet

SUBJECT: **A: Acceptance of dedication of Meadows of Blackhawk Phase 6, Meadows of Blackhawk Phase 8 and Park at Blackhawk II Jakes Hill Road and Martin Lane**
B: Approval of First Amendment to License Agreement with Meadows of Blackhawk Homeowners Association, Inc.
C: Approval of First Amendment to License Agreement with the Park at Blackhawk and Lakeside Homeowners Association, Inc.

A. Summary and TNR Staff Recommendation:

These subdivisions were recorded on August 13, 2003, October 10, 2007, and January 26, 2007. They have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for these sections will be approved under Chapter 251 of the Texas Transportation Code.

Phase 6 is accessed from Meadows of Blackhawk Phases 2, 3, and 5, all accepted by Travis County. Phase 8 is accessed from an accepted portion of Speidel Drive and Meadows of Blackhawk Phase 6, accepted by Travis County. The Park at Blackhawk II Jakes Hill Road and Martin Lane is accessed from an accepted portion of Speidel Drive. This action will add 1.86 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary impacts. All fiscal posted will be released, except fiscal for residential sidewalks, until a satisfactory report has been received from a Registered Accessibility Specialist. The developer has posted boundary street fiscal for improvements to Rowe Lane for Meadows of Blackhawk Phase 8 as per the Park at Blackhawk Sections One, Two, and Three Phasing Agreement Fiscal for Areas Within Lakeside WCID No. 1, 2A, 2B, 2C and 2D.

Issues and Opportunities:

This acceptance is permitted because the Travis County Sidewalk Policy allows for the acceptance of streets in a subdivision while holding fiscal for sidewalks until a satisfactory report has been received from a Registered Accessibility Specialist.

Page 2

Exhibits:

Approval of Construction

List of streets

Attached maps

B: Summary and TNR Staff Recommendation:

A. First Amendment to a License Agreement with the Meadows of Blackhawk Homeowners Association, Inc. is required so that it is shown that the homeowners association has taken responsibility for the trees planted in the right of way. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

The additional Security Deposit is \$7,000.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Association has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The Amendment to the License Agreement is in a form previously approved by Commissioners Court.

Exhibits:

First Amendment to License Agreement

Exhibit

C: Summary and TNR Staff Recommendation:

A. First Amendment to a License Agreement with the Park at Blackhawk and Lakeside Homeowners Association, Inc. is required so that it is shown that the homeowners association has taken responsibility for the irrigation lines and nozzles in the right of way. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

The additional Security Deposit is \$684.00.

Page 3

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Association has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The Amendment to the License Agreement is in a form previously approved by Commissioners Court.

Exhibits:

First Amendment to the License Agreement
Exhibit

DV:DWW:dv

1105 Meadows of Blackhawk Ph 6

1105 Meadows of Blackhawk Ph 8

1105 Park at Blackhawk Jakes Hill Road and Martin Lane

CODE

1102



RECEIVED

AUG 24 2010

TNR

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: March 24, 2010

TO:	Developer Mr. Mike Ringel, Vice President Ryland Homes of Texas, Inc. 12357 Riata Trace Parkway #A300 Austin, TX 78727	Engineer Randall Jones Engineering J. Keith Collins 1212 East Braker Lane Austin, TX 78753 Fx: 836-4817
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SUBJECT: Meadows of Blackhawk Phase 6

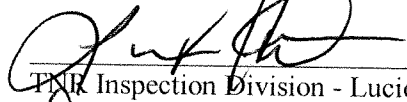
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.


OTHER REMARKS:

None

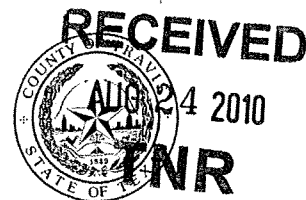
BY:


TNR Engineering Specialist – Darla Vasterling


TNR Inspection Division - Lucious Henderson


TNR Division Director, Road and Bridge – Donald W. Ward

CODE 1102



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: March 24, 2010

TO: Developer
Mr. Randy Sanders, Manager
Meadows Sec 8, LLC
10102 Schmidt Lane
Austin, TX 78653

Engineer
Randall Jones Engineering
J. Keith Collins
1212 East Braker Lane
Austin, TX 78753
Fx: 836-4817

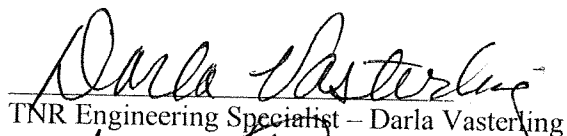
SUBJECT: Meadows of Blackhawk Phase 8

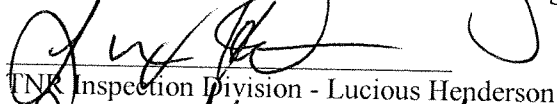
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

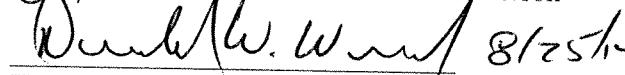
OTHER REMARKS:

None

BY:


TNR Engineering Specialist – Darla Vasterling


TNR Inspection Division - Lucious Henderson


TNR Division Director, Road and Bridge – Donald W. Ward

1102

CODE



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: March 24, 2010

TO:	Developer Mr. Robert M. Tiemann Tiemann Land and Cattle Co. P.O. Box 1190 Pflugerville, TX 78691	Engineer Randall Jones Engineering J. Keith Collins 1212 East Braker Lane Austin, TX 78753 Fx: 836-4817
------------	---	---

SUBJECT: Park at Blackhawk II, Jakes Hill Road and Martin Lane

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.


OTHER REMARKS:

None

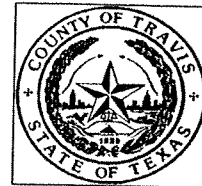
BY:


TNR Engineering Specialist – Darla Vasterling


TNR Inspection Division - Lucious Henderson


TNR Division Director, Road and Bridge – Donald W. Ward

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 409U

Park at Blackhawk II Jakes Hill Road and
Martin Lane

Pct.# 2
Atlas No. P-11

RECORDED AT DOC#200700014 N THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 01/26/07

SUBDIVISION CONTAINS 2 STREETS AS LISTED BELOW:

#	STREET NAME		L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Martin Lane	96' S of Hawks Swoop Trl to Jakes Hill Road	1886	0.36	70'	HMAC	48'-F-F	Yes
2	Jakes Hill Road	Martin Lane to Speidel Drive	1183	0.22	90'	HMAC	27'-F-F	Yes
3	Jackies Ranch Blvd	Martin Lane to N cor Lot 1 Blk H	33	0.01	60'	HMAC	40'-F-F	Yes
4								
5								
6								
7								
8								
9								
10								
11								
12								
				3102				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 0

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-2

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-2 TOTALING 0.59 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

7-Sep-10

DATE

DP = DOUBLE PENETRATION
HMAC = HOT MIX ASPHALT
C = CONCRETE
UPP = UNPAVED, PIT RUN
UPS = UNPAVED, SELECT

Don Ward, P. E. 8/25/10
Don Ward, P. E., Director, Road and Bridge
TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
 Mapsco No. 409W-X

Meadows of Blackhawk Phase 8

Pct.# 2
 Atlas No. O-10



RECORDED AT DOC#200700299 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 10/10/07

SUBDIVISION CONTAINS 3 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Linville Ridge Lane	Speidel Drive to west cor lot 21 Blk D	701	0.13	50'	HMAC	30'F-F	Yes
2	Damrich Court	Linville Ridge Lane to end of 50'R cul-de-sac	288	0.05	50'	HMAC	30'F-F	Yes
3	Dakota Dunes Court	SW cor Lot 34 Blk F to end of 60'R cul-de-sac	444	0.08	50'	HMAC	30'F-F	Yes
4								
5								
6								
7								
8								
9								
10								
11								
12								
			1433					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 42

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING 0.27 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

7-Sep-10

DATE

Don Ward 8/25/10

Don Ward, P. E., Director, Road and Bridge

TRANSPORTATION AND ENGINEERING SERVICES

DP = DOUBLE PENETRATION

HMAC = HOT MIX ASPHALT

C = CONCRETE

UPP = UNPAVED, PIT RUN

UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION

Meadows of Blackhawk Phase 6

Mapsco No. 409W-X

Pct.# 2

Atlas No. O, P-10



RECORDED AT DOC#200300211 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 8/13/03

SUBDIVISION CONTAINS 9 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	TYPE OF WIDTH OF CURB &			
					ROW	PVMNT	PVMNT	GUTTER
1	Crane Creek Loop	NW cor Lot 12 Blk B to Linville Ridge Lane	359	0.07	50'	HMAC	30'F-F	Yes
2	Ocotillo Drive	SE cor Lot 21 Blk B to Linville Ridge Lane	328	0.06	50'	HMAC	30'F-F	Yes
3	Linville Ridge Lane	NW cor Lot Blk A to SE cor Lot 7 Blk E	1061	0.20	50'	HMAC	30'F-F	Yes
4	Dornick Hills Lane	Linville Ridge Lane to end of 60'R cul-de-sac	761	0.14	50'	HMAC	30'F-F	Yes
5	Hallbrook Lane	Linville Ridge Lane to Speidel Drive	1006	0.19	50'	HMAC	30'F-F	Yes
6	Dakota Dunes Court	Hallbrook Lane to north cor Lot 1 Blk E	115	0.02	50'	HMAC	30'F-F	Yes
7	Speidel Drive	SW cor Lot 1 Blk H to NE cor Lot 6 Blk F	806	0.15	70'	HMAC	48'F-F	Yes
8	Bellerive Drive	Speidel Drive to 154' north of SW cor Lot 6 Blk G	511	0.10	50'	HMAC	30'F-F	Yes
9	Kapalua Place	Bellerive Drive to end of 60'R cul-de-sac	333	0.06	50'	HMAC	30'F-F	Yes
10								
11								
12								
				5280				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 101

N/A

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-9

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-9 TOTALING

1.00 MILES BE ACCEPTED BY THE

TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

7-Sep-10

DATE

 Don Ward, P. E., Director, Road and Bridge
 TRANSPORTATION AND ENGINEERING SERVICES

DP = DOUBLE PENETRATION

HMAC = HOT MIX ASPHALT

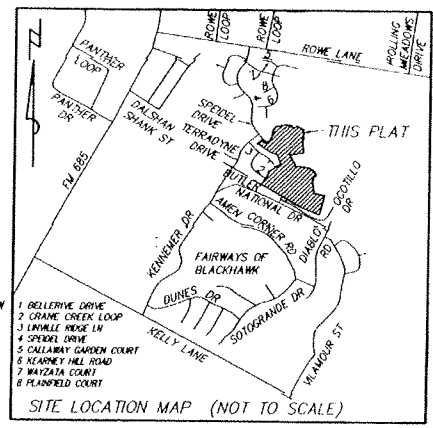
C = CONCRETE

UPP = UNPAVED, PIT RUN

UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE

FINAL PLAT OF
MEADOWS OF BLACKHAWK PHASE 6
TRAVIS COUNTY, TEXAS

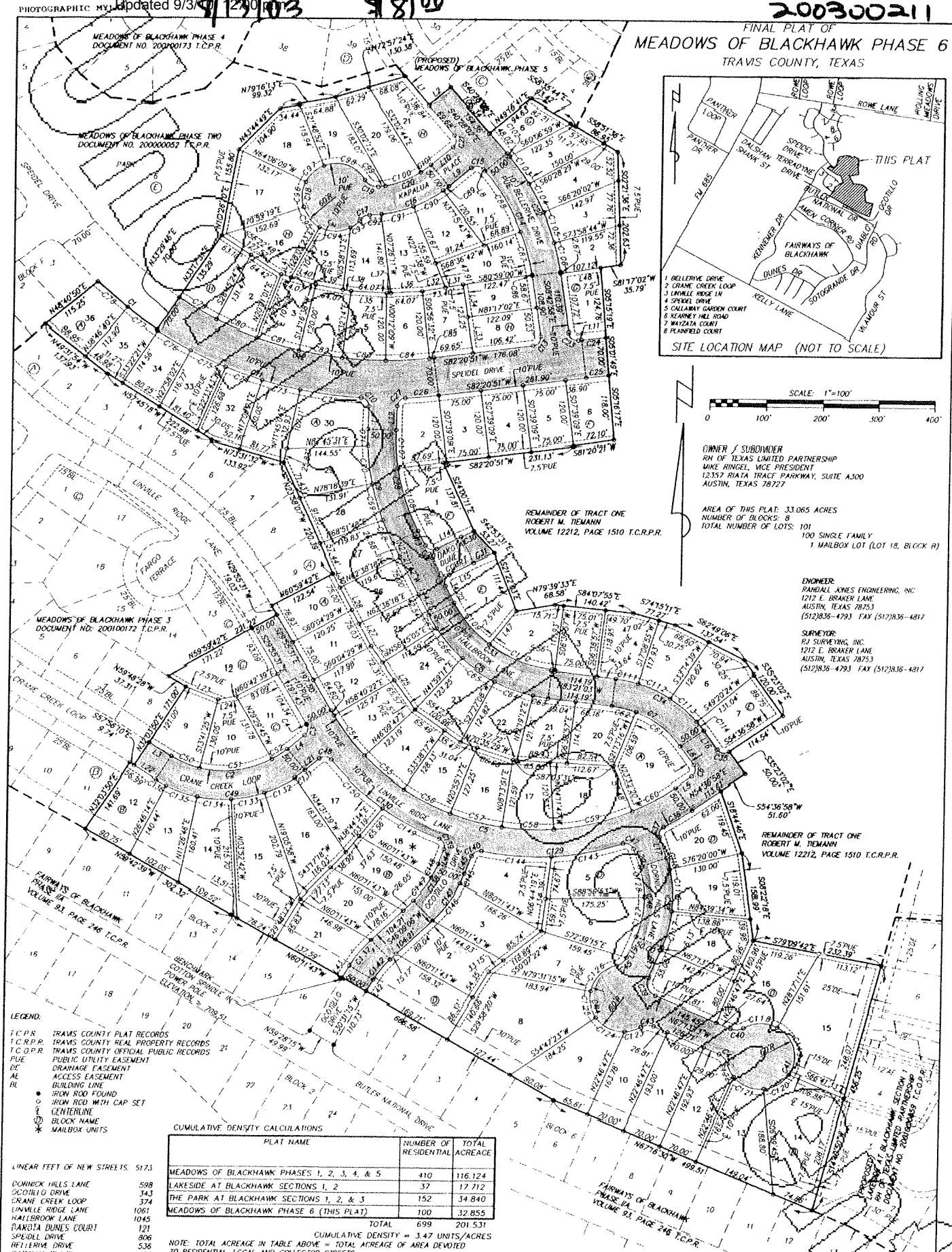


OWNER / SUBDIVIDER
RN OF TEXAS LIMITED PARTNERSHIP
MIKE RINGEL, VICE PRESIDENT
12357 RIATA TRACE PARKWAY, SUITE A300
AUSTIN, TEXAS 78727

AREA OF THIS PLAT, 33.065 ACRES
NUMBER OF BLOCKS: 8
TOTAL NUMBER OF LOTS: 101
100 SINGLE FAMILY
1 MAILBOX LOT (LOT 18, BLOCK R)

ENGINEER
RANDALL JONES ENGINEERING, INC.
1212 E. BRAKER LANE
AUSTIN, TEXAS 78753
(512) 836-4793 FAX (512) 836-4817

SURVEYOR
RJ SURVEYING, INC.
1212 E. BRAKER LANE
AUSTIN, TEXAS 78753
(512) 836-4793 FAX (512) 836-4817



Updated 9/3/10 12:05m00

October 10, 2007

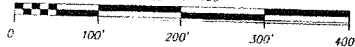
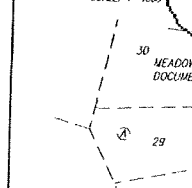
200700299

MEADOWS OF BLACKHAWK PHASE 8
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

LEGEND:

- T.C.R.P.R. = TRAVIS COUNTY REAL PROPERTY RECORDS
O.P.R.T.C. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PUE = PUBLIC UTILITY EASEMENT
DE = DRAINAGE EASEMENT
C = CENTERLINE
B = BLOCK NAME
1/2" IRON ROD SET WITH CAP # 4391
1/2" IRON ROD FOUND
CONCRETE MONUMENT
SIDEWALK REQUIRED

LOCATION MAP
SCALE: 1"=1000'

LINE	LENGTH	BEARING
L1	68.32	N87°02'24"E
L2	68.32	N88°20'14"W
L3	68.32	N83°42'51"W
L4	68.07	N72°05'50"W
L5	68.32	N74°09'02"W
L6	68.57	N69°51'14"W
L7	7.69	N28°25'23"E
L8	9.12	N28°25'23"E
L9	44.88	N31°55'08"W
L10	62.05	N06°46'47"E

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD	TAN
C1	550.30	965.00	32°40'24"	S78°58'05"E	542.87	267.86
C2	77.86	965.00	4°32'22"	N87°02'24"E	77.84	38.95
C3	77.86	965.00	4°32'22"	N88°20'14"W	77.84	38.95
C4	77.86	965.00	4°32'22"	N83°42'51"W	77.84	38.95
C5	77.57	965.00	4°38'21"	N72°05'50"W	77.55	38.81
C6	77.86	965.00	4°32'22"	N74°09'02"W	77.84	38.95
C7	78.16	965.00	4°38'21"	N69°51'14"W	78.13	39.10
C8	83.13	965.00	4°56'08"	N65°03'18"W	83.10	41.59
C9	55.22	175.00	18°04'43"	N19°21'01"E	54.99	27.84
C10	71.00	225.00	18°04'43"	N19°21'01"E	70.70	35.80
C11	24.67	225.00	6°17'30"	N13°28'08"E	24.66	12.35
C12	46.32	225.00	11°47'45"	N22°31'31"E	46.24	23.24
C13	23.83	15.00	91°01'12"	N17°05'15"W	21.40	15.27
C14	23.29	15.00	88°58'43"	N72°54'45"E	21.02	14.73
C15	231.81	300.00	44°16'19"	S12°28'48"W	226.08	122.04
C16	270.44	350.00	44°16'19"	N32°28'48"E	263.76	142.38
C17	93.39	300.00	17°50'02"	S45°41'54"W	93.01	47.07
C18	92.66	300.00	17°51'15"	S2°15'58"W	92.20	46.70
C19	45.77	300.00	8°44'22"	S14°42'52"W	45.72	22.93
C20	58.05	350.00	9°30'10"	N49°51'53"E	57.98	29.08
C21	65.61	350.00	10°44'22"	N39°44'34"E	65.52	32.90
C22	65.43	350.00	10°42'39"	N29°01'01"E	65.33	32.81
C23	65.43	350.00	10°42'39"	N18°18'22"E	65.33	32.81
C24	15.92	350.00	2°36'24"	N11°38'51"E	15.92	7.96
C25	23.56	15.00	90°09'00"	N09°36'58"E	21.21	15.00
C26	23.56	15.00	90°09'00"	N80°23'02"W	21.21	15.00
C27	218.63	50.00	250°31'44"	N89°52'50"E	81.65	70.71
C28	60.09	50.00	68°51'22"	N00°42'58"E	56.54	34.27
C29	80.00	50.00	31°40'38"	N79°33'00"W	71.74	51.48
C30	78.54	50.00	89°59'48"	N09°36'52"E	78.71	50.00
C31	30.77	75.00	70°31'44"	N00°07'10"W	28.97	17.68
C32	227.37	425.00	30°39'08"	N81°18'23"E	224.67	116.47
C33	183.37	375.00	28°01'50"	N82°38'27"E	181.55	93.56
C34	69.65	425.00	9°23'24"	N70°41'31"E	69.57	34.90
C35	70.69	425.00	9°31'50"	N60°09'08"E	70.61	35.43
C36	71.92	425.00	9°40'56"	N49°45'31"E	71.73	36.00
C37	15.20	425.00	2°02'38"	N84°22'32"W	15.20	7.60
C38	98.47	175.00	15°02'41"	N76°02'18"E	98.19	49.52
C39	84.90	375.00	12°58'19"	N89°50'12"W	84.72	42.63
C40	23.55	25.00	53°58'05"	N56°22'00"W	22.69	12.73
C41	23.55	25.00	53°58'05"	N69°38'54"E	22.69	12.73
C42	301.53	60.00	28°56'10"	N06°38'57"E	70.59	43.64
C43	27.48	60.00	76°14'25"	N55°48'04"E	27.24	13.98
C44	64.69	60.00	61°12'18"	N89°28'34"W	61.09	35.49
C45	54.97	60.00	52°00'52"	N21°51'59"W	52.62	29.27
C46	57.97	60.00	55°21'09"	N29°49'01"E	55.74	31.47
C47	41.79	60.00	39°54'35"	N17°26'54"E	40.95	21.28
C48	55.73	60.00	53°12'51"	N55°59'23"W	53.74	30.06

SITE DATA:

AREA OF THIS PLAT: 12.274 ACRES
2 BLOCKS
41 SINGLE FAMILY LOTS
1 LANDSCAPE LOT

THIS SUBDIVISION IS LOCATED WITHIN THE LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

NEW STREETS:

NAME	WIDTH	LENGTH
DAKOTA DUNES COURT	50	444
EVILLE RIDGE LANE	50	761
DAMON COURT	50	288
TOTAL		1433

PARKLAND REQUIREMENT:

LAND REQUIRED PER ORIGINAL DEVELOPMENT AGREEMENT: 100 ACRES*
LAND DEDICATED BY PRIOR RECORDED PLATS: 70.44
LAND DEDICATED BY THIS PLAT: 0

THE PARKLAND DEDICATION IS SET OUT IN THE DEVELOPMENT AGREEMENT FOR THIS PROJECT AND IS RECORDED IN THE CITY OF PLEASANTVILLE.

* IF 100 ACRES IS NOT DEDICATED UPON THE COMPLETION OF THE LAKESIDE DEVELOPMENT, A FEE IS REQUIRED FOR ANY SHORTAGE.

ADDITIONAL NOTES:

THIS PROPERTY IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLEASANTVILLE AND TEMANN LAND AND CATTLE DEVELOPMENT, INC. APPROVED APRIL 8TH, 1997.

IMPACT FEE RATE: \$1352.00

BRIEF LEGAL DESCRIPTION:

ALL OF THAT CERTAIN 12.274 ACRE TRACT OF LAND OUT OF THE A. BAILEY SURVEY NO. 34 IN TRAVIS COUNTY, TEXAS, CONVEYED TO MEADOWS SEC. 8, LLC, BY DEED RECORDED IN DOCUMENT NO. 200600546 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PROPERTY OWNER AND SUBDIVIDER:

MEADOWS SEC. 8, LLC,
RANDY SANDERS, MANAGER,
10102 SCHWARTZ LANE
MANOR, TX 78653

SHEET 1 OF 2 SHEETS

DATE: JAN. 28, 2004 SCALE: 1" = 100'

RANDALL JONES ENGINEERING, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4783 FAX: (512) 836-4817

RJ SURVEYING, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4783 FAX: (512) 836-4817

Updated 9/3/10, 12:00 p.m.

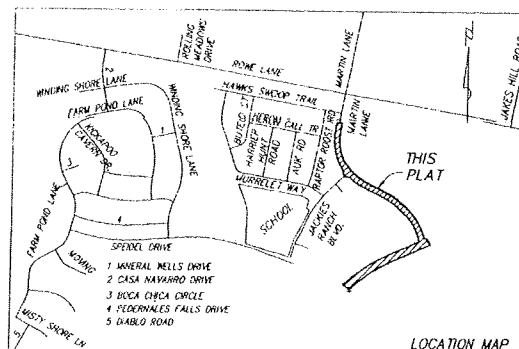
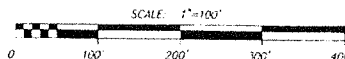
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200700014

FINAL PLAT OF
PARK AT BLACKHAWK II, JAKES HILL ROAD AND MARTIN LANE
TRAVIS COUNTY, TEXAS



LEGEND:

- = SET 1/2" IRON ROD WITH CAP MARKED "RJ SURVEYING"
- = FOUND 1/2" IRON ROD WITH CAP MARKED "RJ SURVEYING"
- = SIDEWALK REQUIRED

NEW STREETS		
NAME	WIDTH	LENGTH
JAKES HILL ROAD	(90')	1126
MARTIN LANE	(70')	1921
JACKIES RANCH BLVD.	(60')	58

SITE DATA:

AREA OF THIS PLAT: 5.384 ACRES
LINEAR FEET OF NEW STREETS: 3105'

NOTES:

1. ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND GUTTER.
2. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
3. SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS IN THIS SUBDIVISION AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. SIDEWALKS ALONG MARTIN LANE AND JAKES HILL ROAD SHALL BE SIX FEET WIDE.
4. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
5. THE DEVELOPER WILL MAINTAIN ALL STREETS AND SIDEWALKS UNTIL SUCH TIME AS THEY ARE ACCEPTED FOR MAINTENANCE.
6. THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
7. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCD NO. 2C. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICTS IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICTS AND APPROVED BY THE DISTRICTS' ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICTS MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.

CURVE	LENGTH	RADIUS	DELTA	CHORD-BEING	CHORD	TAN
C1	711.48	565.00	72.09°01'	S24°48'04"E	665.40	411.63
C2	240.76	885.00	15.35°14'	S4°05'57"E	240.02	121.13
C3	258.52	635.00	23.19°34'	S34°40'31"E	268.74	131.07
C4	39.53	25.00	90°36'19"	S68°16'56"E	35.54	25.27
C5	581.80	1455.00	22.54°32'	S24°57'36"W	577.93	294.84
C6	623.57	1545.00	23.07°29'	N6°51'10"E	619.35	316.09
C7	39.01	25.00	89.23°41'	N21°43'04"E	35.49	84.74
C8	230.02	565.00	23.19°34'	N14°39'52"W	228.44	116.63
C9	221.72	815.00	15.35°14'	N54°05'47"W	221.04	141.55
C10	188.47	635.00	17°00'20"	N53°23'47"W	187.28	94.91
C11	37.18	25.00	85°13'11"	N82°29'58"W	33.85	23.02
C12	37.18	25.00	85°13'11"	N02°16'59"E	33.85	23.02
C13	505.24	635.00	45.35°04'	N12°32'05"W	461.04	268.83

REMAINDER OF ROBERT M. TIEMANN
TRACT II - 233.816 ACRES
DOCUMENT # 2000127193

JAKES HILL ROAD

ROBERT M. TIEMANN
281.87 ACRES
VOLUME 7818, PAGE 214

OWNER & SUBDIVIDER

ROME LANE DEVELOPMENT, L10
TIEMANN LAND AND CATTLE CO. GENERAL PARTNER
ROBERT M. TIEMANN
P.O. BOX 1190
PFLUGERVILLE, TEXAS 78061
512-590-1233
512-594-0243

ROBERT M. TIEMANN
REMAINDER OF 233.816 ACRES
DOC. # 2000127193 OPTIC

LEGAL DESCRIPTION

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE GEORGE GRIMES SURVEY NO. 33 AND THE V. W. SHEARENGEN SURVEY NO. 32, BEING ALL OF THAT 3.384 ACRE TRACT OF LAND CONVEYED TO ROME LANE DEVELOPMENT, L10, BY DEED RECORDED IN DOCUMENT NO. 2006134525 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DATE: DEC 19, 2005

SHEET 1 OF 2 SHEETS
SCALE = 1" = 100'

RANDALL JONES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836-4793

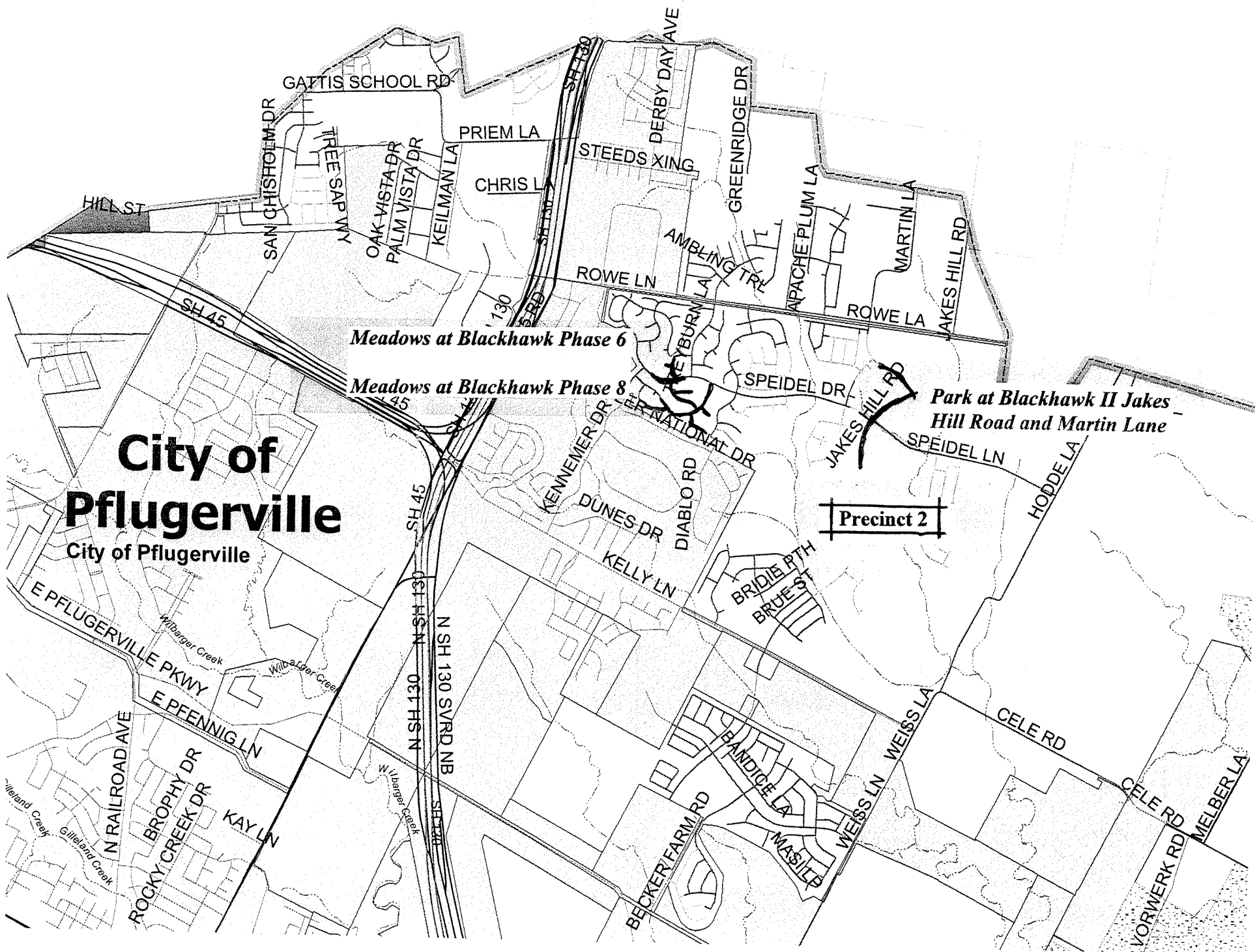
RJ SURVEYING, INC.

1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793

BENCH MARK:
SQUARE CUT IN TOP OF CURB ON
SOUTH SIDE OF SPEIDEL DRIVE
ELEVATION = 671.95'

S:\LAND\350-398\1362\1362-PAT.dwg 12/15/2006 12:23:44 PM CST

Williamson



STATE OF TEXAS §

COUNTY OF TRAVIS §

FIRST AMENDMENT TO LICENSE AGREEMENT

This is First Amendment to §82.701 License Agreement (Agreement, as recorded on September 5, 2008 at Doc#2008149956 in the Official Public Records of Travis County, Texas, by and between the Meadows of Blackhawk Homeowners Association, Inc. (Association), and Travis County, a political subdivision of the State of Texas (County), hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the COUNTY and the ASSOCIATION entered into that certain AGREEMENT for the liability and maintenance of certain landscaping and improvements in portions of the public right-of-ways, in Meadows of Blackhawk Phase 7A-1 subdivision; and

WHEREAS, the ASSOCIATION has added certain landscaping and improvements in portions of the public right-of-way, in Meadows of Blackhawk Phase 6 subdivision as recorded at Doc. #200300211 of the Official Public Records of Travis County, Texas, this First Amendment is presented to add those areas to the Agreement; and

NOW, THEREFORE, for and in consideration of the Parties' mutual promises and covenants, a cash Security Deposit of \$100⁰⁰ Per Tree (Approx. 70/72) and of other good and valuable consideration the receipt, sufficiency and adequacy of which the Parties mutually acknowledge, the Parties agree as follows and hereby amend the Agreement as follows:

1. As of the effective date hereof, all terms and conditions of the Agreement shall, except as hereby amended, remain in full force and effect. In the event of any inconsistencies between this Amendment and the Agreement, the terms set forth in this Amendment shall govern and control in all respects.
2. This Amendment may be executed by the Parties in multiple originals, which shall be construed together as one document, and shall be binding on the Parties upon the signature of each of the Parties.
3. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent the laws of the United States of America shall preempt Texas law, in which case such federal law shall govern and control.
4. A Certificate of Insurance must accompany this executed Amendment and additional certificates must be submitted to Travis County TNR, yearly, as long as the License Agreement is in force.

TERMS AND CONDITIONS ACCEPTED, this the 22 day of Dec, 2009.

THE ASSOCIATION:

By: [Signature]
signature
Name: David A. Wimer
printed name
Title: HON PRESIDENT
Authorized Representative

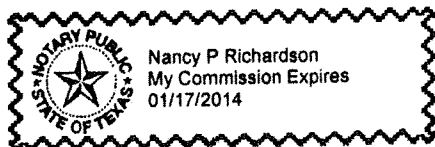
THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 22nd day of Dec, 2009, by David Wimer as President of the Meadows of Blackhawk Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



Nancy P Richardson
Notary Public in and for the State of Texas

Nancy P Richardson
Printed/Typed Name

1/17/2014
My commission expires

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2010, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

ADDRESS OF ASSOCIATION:

ASSOCIATION'S MANAGEMENT CO.

Meadows of Blackhawk
Homeowners Association, Inc.
20400 Kearney Hill Rd
Pflugerville, TX 78660
Attn: David A. Wimer

Goodwin Management, Inc.
11149 Research Blvd. #100
Austin, TX 78759
Attn: _____

phone

fax

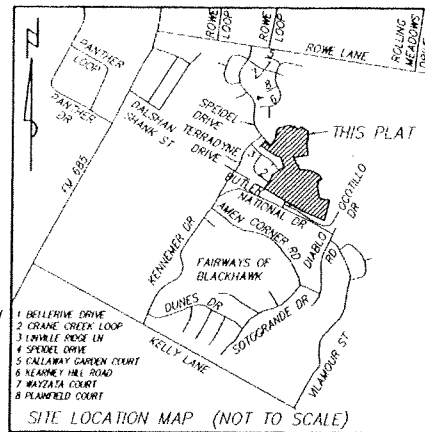
phone

fax

MEADOWS, SEC 6**Street Trees**

	Address	# of trees
2305	Speidel Drive	1
2306	Speidel Drive	2
2307	Speidel Drive	2
2308	Speidel Drive	2
2309	Speidel Drive	2
2310	Speidel Drive	2
2312	Speidel Drive	2
2313	Speidel Drive	2
2316	Speidel Drive	2
2400	Speidel Drive	2
2401	Speidel Drive	1
2402	Speidel Drive	1
2405	Speidel Drive	2
2407	Speidel Drive	2
2408	Speidel Drive	3
2409	Speidel Drive	2
21016	Hallbrook	3
20905	Bellerive	2
20909	Bellerive	2
20913	Bellerive	2
20916	Bellerive	2
20917	Bellerive	2
20921	Bellerive	2
20924	Bellerive	2
20928	Bellerive	3
2400	Kapalua	1
2401	Kapalua	2
2404	Kapalua	1
2405	Kapalua	1
2408	Kapalua	3
2409	Kapalua	1
2412	Kapalua	2
2413	Kapalua	1
2416	Kapalua	3
2417	Kapalua	2
2421	Kapalua	3
38 Total Addresses		70 Trees

FINAL PLAT OF
MEADOWS OF BLACKHAWK PHASE 6
TRAVIS COUNTY, TEXAS



SCALE: 1"=100'

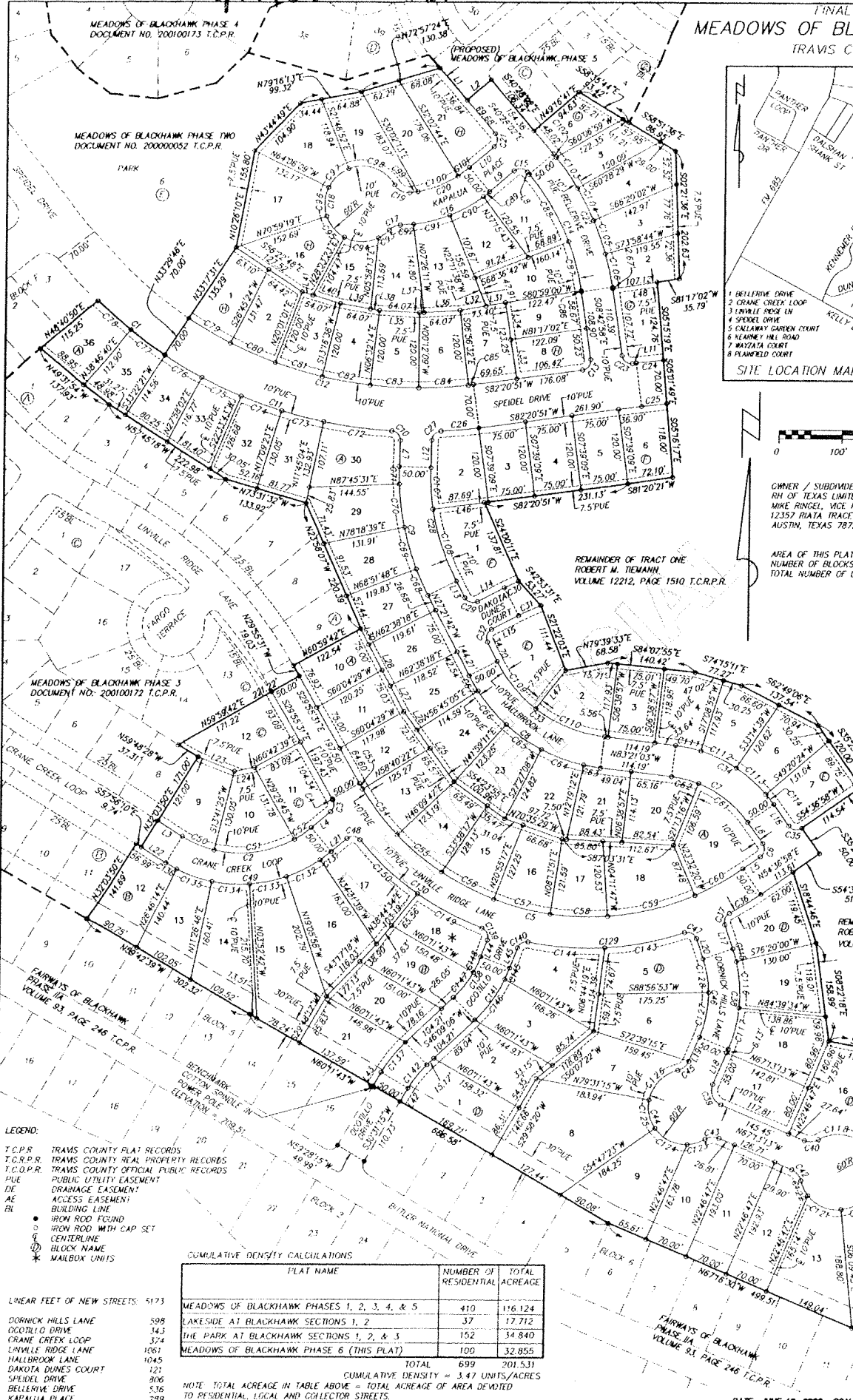
OWNER / SUBDIVIDER
RH OF TEXAS LIMITED PARTNERSHIP
MIKE RINGEL, VICE PRESIDENT
12357 RIATA TRACE PARKWAY, SUITE A.300
AUSTIN, TEXAS 78727

AREA OF THIS PLAT: 33.065 ACRES
NUMBER OF BLOCKS: 8
TOTAL NUMBER OF LOTS: 101
100 SINGLE FAMILY
1 MAILBOX LOT (LOT 18, BLOCK B)

ENGINEER:
RANDALL JONES ENGINEERING, INC.
1212 E. BRAKER LANE
AUSTIN, TEXAS 78753
(512)836-4793 FAX (512)836-4817

SURVEYOR:
RJ SURVEYING, INC.
1212 E. BRAKER LANE
AUSTIN, TEXAS 78753
(512)836-4793 FAX (512)836-4817

REMAINDER OF TRACT ONE
ROBERT M. TIEMANN
VOLUME 12212, PAGE 1510 T.C.R.P.R.



- LEGEND:
- T.C.R.P.R. TRAVIS COUNTY PLAT RECORDS
 - T.C.R.P.R. TRAVIS COUNTY REAL PROPERTY RECORDS
 - T.C.R.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
 - PUE PUBLIC UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - AE ACCESS EASEMENT
 - BL BUILDING LINE
 - IRON ROD FOUND
 - IRON ROD WITH CAP SET
 - CENTERLINE
 - BLOCK NAME
 - * MAILBOX UNITS

LINEAR FEET OF NEW STREETS: 5173

DORRICK HILLS LANE	598
DOOTILO DRIVE	143
CRANE CREEK LOOP	374
LINVILLE RIDGE LANE	1061
HALLBROOK LANE	1045
DAKOTA DUNES COURT	121
SPEEDEL DRIVE	906
BELLERIVE DRIVE	536
KAPALUA PLACE	289

CUMULATIVE DENSITY CALCULATIONS

PLAT NAME	NUMBER OF RESIDENTIAL	TOTAL ACREAGE
MEADOWS OF BLACKHAWK PHASES 1, 2, 3, 4, & 5	410	116.124
LAKESIDE AT BLACKHAWK SECTIONS 1, 2	37	17.712
THE PARK AT BLACKHAWK SECTIONS 1, 2, & 3	152	34.840
MEADOWS OF BLACKHAWK PHASE 6 (THIS PLAT)	100	32.855
TOTAL	699	201.531

CUMULATIVE DENSITY = 3.47 UNITS/ACRES
NOTE: TOTAL ACREAGE IN TABLE ABOVE = TOTAL ACREAGE OF AREA DEVOTED TO RESIDENTIAL, LOCAL AND COLLECTOR STREETS.

NO DATE

DATE: JUNE 12, 2002 SCALE: 1"=100' SHEET 1 OF 3 SHEETS

RJ SURVEYING, INC.

1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		OP ID JW MEADO-1	DATE (MMDDYYYY) 03/08/10
PRODUCER William Gammon Insurance 1615 Guadalupe Austin TX 78701 Phone: 512-477-6745		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Meadows of Blackhawk Homeowner's Association, Inc. C/O Goodwin Mgmt, Inc. 11149 Research Blvd #100 Austin TX 78759		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity Ins Co	
		INSURER B: Continental Casualty	20443
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS	
A		GENERAL LIABILITY	PHPK537468	04/06/10	04/06/11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	PHPK537468	04/06/10	04/06/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
A		Property Coverage	PHPK537468	04/06/10	04/06/11	Blkt Covg	640,500
B		Directors&Officers	0251206945	04/14/09	04/14/10	Dir & Off	1,000,000

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

Goodwin Management, Inc. included as Named Insured by policy definition

CERTIFICATE HOLDER

GOODW-5

Goodwin Management Inc.
 11149 Research Blvd. #100
 Austin TX 78759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

10 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

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

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

DISCLAIMER

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

FIRST AMENDMENT TO LICENSE AGREEMENT

This is First Amendment to §82.701 License Agreement (Agreement, as recorded on December 3, 2009 at Doc#2009199916 in the Official Public Records of Travis County, Texas, by and between the Park at Blackhawk and Lakeside Homeowners Association, Inc. (Association), and Travis County, a political subdivision of the State of Texas (County), hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the COUNTY and the ASSOCIATION entered into that certain AGREEMENT for the liability and maintenance of certain landscaping and improvements in portions of the public right-of-ways, in Speidel Drive Section 2 right of way dedication; and

WHEREAS, the ASSOCIATION has added certain landscaping and improvements in portions of the public right-of-way, in the Park at Blackhawk II Jakes Hill Road and Martin Lane subdivision as recorded at Doc. #200700014 of the Official Public Records of Travis County, Texas, this First Amendment is presented to add those areas to the Agreement; and

NOW, THEREFORE, for and in consideration of the Parties' mutual promises and covenants, an additional cash Security Deposit of Six Hundred Eighty-four dollars (\$684.00) and of other good and valuable consideration the receipt, sufficiency and adequacy of which the Parties mutually acknowledge, the Parties agree as follows and hereby amend the Agreement as follows:

1. As of the effective date hereof, all terms and conditions of the Agreement shall, except as hereby amended, remain in full force and effect. In the event of any inconsistencies between this Amendment and the Agreement, the terms set forth in this Amendment shall govern and control in all respects.
2. This Amendment may be executed by the Parties in multiple originals, which shall be construed together as one document, and shall be binding on the Parties upon the signature of each of the Parties.
3. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent the laws of the United States of America shall preempt Texas law, in which case such federal law shall govern and control.
4. A Certificate of Insurance must accompany this executed Amendment and additional certificates must be submitted to Travis County TNR, yearly, as long as the License Agreement is in force.

TERMS AND CONDITIONS ACCEPTED, this the 23rd day of AUGUST, 2010

THE ASSOCIATION:

Park at Blackhawk and Lakeside HOA

By: Eddie M. Garcia
signature

Name: Eddie M. Garcia
printed name

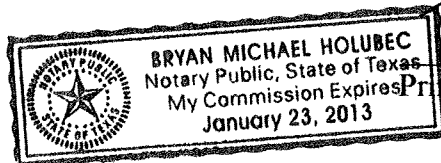
Title: President-PBH HOA
Authorized Representative

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 23rd day of AUGUST, 2010, by EDDIE M. GARCIA as PRESIDENT of the Park at Blackhawk and Lakeside Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public in and for the State of Texas



Printed/Typed Name

My commission expires

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2010, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

ADDRESS OF ASSOCIATION:

Park at Blackhawk & Lakeside HOA
c/o Goodwin Management, Inc.
11149 Research Blvd. #100
Austin, TX 78759
Attn: Randy Vogel
512-502-7506
phone _____ fax _____

ASSOCIATION'S MANAGEMENT CO.

Goodwin Management, Inc.
11149 Research Blvd. #100
Austin, TX 78759
Attn: Randy Vogel
512-502-7506
phone _____ fax _____



ROBERT I.
BELANGER
ASSOCIATES

July 21, 2009

Mr. Bryan Holubec
Tiemann Development
Box 909
Hutto, Texas 78634

RE: Blackhawk, Speidel Drive
And Martin Lane right of way irrigation improvements

Mr. Holubec:

Per your request, I met with Mr. Wayne Redd an irrigation system installer on site to determine the cost for disconnecting and removing all existing exposed irrigation apparatus within the Travis County right of way. Mr. Redd determined that a 2 man crew, with a combined hourly rate of \$57.00/hour would require 2.5 days to disconnect, remove and cap irrigation lines within the Speidel Drive R.O.W., between Jakes Hill Road and Hodde Lane, including materials and tax, total \$1,140.00. Further, he determined that it would require the same crew size, hourly rate, 1.5 days to repeat the same work on Martin Lane between Rowe Lane and Jakes Hill Road including materials and tax, total \$684.00.

Please note that there is no new landscape vegetation in the right of ways on either roadway, other than turf grass.

Glad to clarify or provide any additional information.

Respectfully,


Bob Belanger
Landscape Architect

LANDSCAPE
ARCHITECTURE
✦
DEVELOPMENT
PLANNING

711
LOST CANYON
WEST LAKE HILLS
TEXAS
78746



512.499.9225



512.329-9166



RBAland@aol.com

EXECUTIVE SESSIONTravis County Commissioners Court Agenda RequestVoting Session 9/7/10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on the following:**A. The proposed sale of property located at 13133 Volente Road (FM 2769) in Precinct Three. (Executive Session 1 & 2)****B. Approve the setting of a Public Hearing on October 5, 2010 to consider sale of property located at 13133 Volente Road under the terms of the Texas Parks and Wildlife Code Chapter 26 Public Hearing process.**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:

<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Mike Martino, TNR</u>	<u>854-7646</u>	<u>Jennifer Brown, TNR</u>	<u>219-6190</u>
<u>Jon White, TNR</u>	<u>854-9383</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Rose Farmer, TNR</u>	<u>854-7214</u>	<u>Linda Laack, TNR</u>	<u>219-6190</u>
<u>Melinda Mallia, TNR</u>	<u>954-4460</u>	<u>C. Craig Smith, Asst. CA</u>	<u>854-6766</u>
<u>Steve Manilla, TNR</u>	<u>854-9429</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 & ProcedureRECEIVED
COUNTY CLERK'S OFFICE
10 AUG 31 AM 8:08

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. c:\alldocs\agenreq173.doc



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

EXECUTIVE SESSION

COURT DATE: 9/7/ 10

MEMORANDUM

AGENDA ITEM #

DATE: September 7, 2010

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT:

A. The proposed sale of property located at 13133 Volente Road (FM 2769) in Precinct Three.
(Executive Session 1 & 2)

B. Approving the setting of a Public Hearing on October 5, 2010 to consider sale of property located at 13133 Volente Road under the terms of the Texas Parks and Wildlife Code Chapter 26 Public Hearing process.

PROPOSED MOTION

Consider the proposed sale by Travis County of approximately 3.19 acres of land and all improvements sited thereon (to include a single-family house) the property located at 13133 Volente Road (FM 2769) in Precinct Three including determination that there is no feasible and prudent alternative to the use or taking of such land and the project includes all reasonable planning to minimize harm to the land as a wildlife refuge resulting from the sale.

Send out applicable public notice and discuss hearing requirements, consideration of alternatives, and planning to minimize harm to the Balcones Canyonlands Preserve, under Ch. 26, Texas Parks & Wildlife Code. Set dates for public notice, Public Hearing, and Commissioners' Court vote on the issue.

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

On October 18, 2006, Travis County purchased property on FM 2769 from Ms. Sandra Mirtsching. The property consisted of a 3,305 square foot single family home on 2.51 acres of land. The purchase of this property was important primarily because it included access to adjacent land that the county had already acquired for the Balcones Canyonlands Preserve (BCP). Access to the adjoining, previously-acquired BCP tract was only possible via a 0.674 acre easement that had been deeded to the Mirtsching property. Subsequently, Travis County later purchased (in late 2009) this 0.674 acre land area in fee to ensure there would always be access to the adjacent BCP property, to facilitate the ultimate sale of the house, and to improve the future marketability of the house.

The single family home on this tract has been vacant since Travis County purchased the property in 2006 and the county has no use for this structure. On April 9, 2010, TNR had the property appraised by Mr. Paul Hornsby, MAI for \$360,000 (please note that a copy of this appraisal report is available upon request

to TNR). The proposed sale would include both the 2.51 acre house parcel and the 0.674 acre driveway parcel. However, Travis County would retain an access easement needed for access to the BCP property and also retain a conservation easement over approximately 2 acres of the property. TNR recommends selling the property at this time.

As required, a public notice of the proposed sale will be published in the Austin American Statesman at least once a week for 3 consecutive weeks, with the last publication appearing prior to the Public Hearing. On Oct. 5, 2010, Travis County Commissioners Court will conduct a Public Hearing to receive public comments under Texas Parks & Wildlife Code Secs. 26.001 - 26.004 to discuss and take action on the findings. This Chapter 26 hearing is necessary anytime a governmental body is allowing public land to be used or taken. Chapter 26 of the Texas Parks and Wildlife Code requires that for the Commissioners to vote to approve this sale of the Mirtsching tract, that they must find that there is no feasible and prudent alternative to the use or taking of such land, and that the program or project includes all reasonable planning to minimize harm to the land resulting from the use or taking, and that the governing body shall consider clearly enunciated local preferences concerning this action.

On Dec. 16, 2008, Travis County Natural Resources staff brought before Commissioners' Court a plan to conduct a Balcones Canyonlands Preserve (BCP) Buildings Assessment for the purpose of developing a decision-making process for keeping or selling county assets located on Balcones Canyonlands Preserve land plus also for the purpose of providing guidance on use of existing buildings. That Assessment has now been completed and approved by Joe Gieselman, TNR Executive Director. There were 21 buildings analyzed in the assessment with information on Condition and proposed Use/Disposition of each structure. The assessment found that the Condition of buildings included ones in excellent condition, buildings to tear down, and buildings to sell. Under this assessment, three buildings were torn down in 2009 due to hazardous conditions. This BCP Buildings Assessment included the recommendation to sell the Mirtsching House and to put a conservation easement on a portion of the tract. This Mirtsching tract recommendation to sell also follows the "Travis County – Guidelines for real Property Assessment" passed by the Commissioners' Court in 2003 that provides guidelines for decision-making on keeping or selling county assets.

FISCAL AND BUDGETARY IMPACT

Sale of this asset would yield net proceeds in excess of \$300,000 to Travis County. As the funds used to buy the property were BCP monies, TNR anticipates that proceeds from a sale would go back into the originating account used for the initial purchase. Other than receipts from this proposed transaction, there is no other fiscal or budgetary impact to the County – beyond the ad valorem tax roll increase.

ISSUES AND OPPORTUNITIES

Sale of the Mirtsching house represents an opportunity for Travis County to:

- reduce liability exposure associated with ownership of a large, valuable, vacant, somewhat remote / hidden and largely unmonitored asset;
- fulfill the plan conceived several years ago for acquisition and later disposal in order to add critical habitat to and access for the BCP;
- return the single-family house to the County tax rolls under private sector ownership; and,
- significantly offset public fund costs and outlay from the original acquisition price of \$450,000 for the original and undeveloped acreage purchase for the future use these sale funds to acquire additional BCP land.

REQUIRED AUTHORIZATION

John Hille, Asst. County Attorney

EXHIBIT (A) Map showing general location of subject property

copy: John Hille, Assistant County Attorney
 C. Craig Smith, Assistant County Attorney
 Steve Manilla, P.E., Public Works Director
 Jon White, Division Director, Natural Resources and Environmental Quality
 Rose Farmer, Natural Resources Program Manager
 Linda Laack, Natural Resources
 Jennifer Brown, Natural Resources
 Melinda Mallia, Natural Resources and Environmental Quality
 Greg Chico, Right-of-Way Manager
 Mike Martino, Right-of-Way Negotiator
 Donna Williams-Jones, TNR, Senior Financial Analyst

NOTICE OF PUBLIC HEARING

TO: BALCONES CANYONLANDS COORDINATING COMMITTEE
FROM: TRAVIS COUNTY, TRANSPORTATION & NATURAL RESOURCES
DEPARTMENT
SUBJECT: Proposed sale of property located at 13133 Volente Road (FM 2769) in
Precinct Three, Travis County, Texas

The Travis County Commissioners Court will hold a public hearing on Tuesday, October 5, 2010 at 9:00 AM on the proposed sale by Travis County of approximately 3.19 acres of land located at 13133 Volente Road (FM 2769) in Precinct Three, Travis County, Texas previously designated as part of the Balcones Canyonlands Preserve and used as a wildlife refuge. The sale would be subject to a conservation easement on approximately 2 acres of the property, and the sale proceeds would be deposited in the account used for the purchase of additional preserve land. The Commissioners Court will determine if the sale satisfies the requirements of Texas Parks & Wildlife Code Chapter 26.

BUDGET AMENDMENTS AND TRANSFERS

FY 2010

Please do not place on consent.

9/7/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	5857	611	6277	HHS	Contracted Services-Housing		\$ 22,900	1
		001	5857	611	6278	HHS	Supplies - Housing Grant		\$ 50,000	
		001	4952	621	8020	TNR	Automobiles & Trucks	\$ 72,900		
A2		001	2210	544	1301	Civil Courts	Reg.Salary-Visiting Judge		\$ 88,990	8
		001	2220	544	1301	Civil Courts	Reg.Salary-Visiting Judge		\$ 30,988	
		001	9397	544	6301	Lgl Mand.Fees	Atty Fees-Civil	\$ 119,978		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 733,487	8
		001	9397	544	6301	Lgl Mand.Fees	Atty Fees-Civil	\$ 733,487		
A4		001	5500	557	9001	CJP	County Contribution to Grant		\$ 25,000	12
		001	2420	822	4099	Criminal Cts.	Other Professional Services	\$ 25,000		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	
T1		001	2420	822	5001	Criminal Cts	Maintenance Agreements		\$ 142	12
		001	2420	822	3001	Criminal Cts	Office equip,Furn, & Supp		\$ 14,739	
		001	2420	822	3002	Criminal Cts	Software		\$ 5,119	
		001	2420	822	4099	Criminal Cts	Other Professional Service	\$ 20,000		
T2		001	3725	563	0712	Sheriff	POPS Salaries		\$ 135,900	15
		001	3705	561	9031	Sheriff	TRF to Crthse Security FD	\$ 135,900		
T3		001	1415	821	5004	Facilities	Reprs-Bldg Struct & Equip		\$ 170,260	17
		001	1415	821	6099	Facilities	Other		\$ 500	
		001	1415	822	3011	Facilities	Building Maint Equip/Supp		\$ 3,500	
		001	1415	822	5004	Facilities	Reprs-Bldg Struct & Equip		\$ 27,468	
		001	1415	822	5007	Facilities	Repairs-Other Equipment		\$ 7,245	
		001	1415	823	3011	Facilities	Building Maintc Eq & Supp		\$ 17,468	
		001	1405	821	5004	Facilities	Reprs-Bldg Struct & Equip	\$ 226,441		

1 1 1 1

DISCUSSION

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
D1		059	2430	546	6033	Criminal Cts.	Medical Services			
		059	2430	546	0901	Criminal Cts.	Reg Salaries-FT Emp Grant	\$ 2,815	\$ 3,997	20
		059	2430	546	2102	Criminal Cts.	FICA Tax - OASDI - Grants	\$ 175		
		059	2430	546	2103	Criminal Cts.	Hospitalization-Grants	\$ 629		
		059	2430	546	2104	Criminal Cts.	Life Insurance - Grants	\$ 8		
		059	2430	546	2105	Criminal Cts.	Retirement Contr. - Grants	\$ 323		
		059	2430	546	2106	Criminal Cts.	Worker's Comp. - Grants	\$ 6		
		059	2430	546	2107	Criminal Cts.	FICA Tax - Medicare-Grants	\$ 41		

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

MEMORANDUM

TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: August 27, 2010
RE: HHS & VS Request to Internally Fund FY 11 Recommended
Departmental Vehicle Replacements

The Health and Human Services and Veterans Service Department is requesting to use internal resources to internally fund three housing services vehicles that are recommended for replacement. The cost of the three vehicles is \$72,900, including County decals fueling modules, and this amount is requested to be transferred to Transportation and Natural Resources so the purchased can be made by Fleet Services. The vehicles are HS9802, HS9803, and HS9804. Each vehicle has approximately 100,000 miles and are 12 years old. In addition, they do not have working air conditioning and are considered by Fleet Service Manager to be in poor condition. All three vehicles meet the age and mileage requirement and have been recommended for replacement in FY 11 by the Vehicles Users Committee. The department has experienced periodic downtime for one of the vehicles in particular. The department inadvertently did not include a budget request for the three vehicles in their FY 11 Budget Submission. Once the error was identified, the department, Fleet Services within Transportation and Natural Resources and PBO discussed various options to resolve the issue. All parties agreed the best approach would be to identify a strategy that would result in the vehicles being replaced as soon as possible. Adding the vehicles to the FY 11 replacement list would likely require the department to wait until next summer to receive new vehicles and potentially impact the department's weatherization and housing repair programs.

The department has identified \$72,900 of internal resources that are available as the result of reclassification of eligible General Fund expenses against various grant weatherization programs. The requested replacement and transfer have already been incorporated into PBO's expenditure estimate for the year and will not impact next year's beginning fund balance.

PBO recommends the approval of these internal resources to replace the three 12 year old vehicles in order to avoid any further vehicle downtime and negative impact to the department's weatherization and housing repair programs.

cc: Sherri Fleming, Health and Human Services and Veterans Services
Kathleen Haas, Health and Human Services and Veterans Services

Lisa Sindermann, Health and Human Services and Veterans Services
Mike Joyce, Transportation and Natural Resources
Kimberly Walton, Travis County Auditor's Office
Ellen Heath, Travis County Auditor's Office
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office



RECEIVED

10 AUG 25 AM 11:34

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

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

MEMORANDUM

Date: August 24, 2010

To: Members of the Commissioners Court

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

Subject: Request to purchase vehicles for the Housing Services Program

Proposed Motion:

Consider and take appropriate action to approve the transfer of funds to purchase three replacement vehicles for the Housing Services Program.

Summary and Staff Recommendation:

These new vehicles are replacements for ones that are unsafe and no longer have the ability to be repaired. They are on the vehicle replacement list and were overlooked during the budget process for FY 11. PBO would have added these vehicles to the FY 11 budget, but the urgency to have these vehicles in production prohibits waiting for the FY11 purchase process. TNR staff has been successful in obtaining quotes for these vehicles and HHSVS staff recommends the approval of these vehicle purchases.

Issues and Opportunities:

This is an opportunity to “fast track” the needed purchase of vehicles for staff to be safe in their work environment and to increase their productivity. With the increase of grant awards and the ARRA weatherization funding the success of spending these funds relies on adequate transportation of staff to the many worksites throughout Travis County.

Background:

Housing Services has been a successful program within TCHHVS for many years providing home repair and weatherization services.

Budgetary and Fiscal Impact:

Funding is available within the Health and Human Services and Veterans Service budget in the amount of \$72,900. Budget amendment number 22747 is awaiting approval to transfer the funds to TNR for the purchase of the vehicles. This funding is available in the general fund budget due to the timing of when reclassifications of general fund expenditures were processed to the grant accounts for reporting purposes.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Deborah Britton, Division Director, Community Services
Mike Joyce, Fleet Services, TNR

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**VEHICLES****BUYBOARD #281-07****End User:** TRAVIS COUNTY**Philpott Rep:** CUYLER DODSON**Contact:** MIKE JOYCE FX. 512 854-4648 PH. 512 854-4658**Date:** 16-Aug-10**Product Description:** 2011 FORD F250 REG. CAB PICKUP**A. ITEM#** 17**A. Base Price:** \$ **16,954.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
AS	VINYL 40/20/40 SPLIT BENCH	INCL.	DTE	KNAPHEIDE MODEL 696LP LOW	\$ 4,732.00
X2A	F250 4X2 SUPER CAC 158"	\$ 1,980.00		PROFILE SERVICE BODY, BACK-	INCL.
	WHEELBASE 56" C.A.	INCL.		UP ALARM.	INCL.
996	6.2 L V8 ENGINE	INCL.			
44P	6-SPEED AUTO TRANS	INCL.			
572	A / C	\$ 796.45			
X3E	3.73 ELOCKING REAR AXLE	\$ 365.43			
90L	POWER EQUIPMENT GROUP	\$ 796.45			
54K	POWER TOW MIRRORS	INCL.			
52B	ELECTRIC BRAKE CONTROLLER	\$ 215.51			
66D	LESS PICKUP BED	\$ (519.00)			
512	SPARE TIRE AND WHEEL	\$ 276.42			
FMC	EMISSIONS AND GPC	\$ (400.00)			

Total of B. Published Options: \$ **8,243.26****C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		COLOR : WHITE	
		INTERIOR : STEEL	

Total of C. Unpublished Options: \$ **-**

D. Contract Price Adjustment:	<u>FACTORY DESTINATION CHARGE</u>	\$ 975.00
E. Delivery Charges:	<u>0</u> miles @ \$.93/mile	\$ -
F. Total of A + B + C + D + E = F		\$ 26,172.26
G. Quantity Ordered <u>2</u> x F =		\$ 52,344.52
H. BUYBOARD PURCHASE FEE		\$ 400.00
I. Non-Equip Charges & Credits		
J. TOTAL PURCHASE		\$ 52,744.52

5

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**VEHICLES****BUYBOARD #281-07****End User:** TRAVIS COUNTY (HOUSING)**Philpott Rep:** CUYLER DODSON**Contact:** MIKE JOYCE FX. 512 854-4648 PH. 512 854-4658**Date:** 17-Aug-10**Product Description:** 2011 FORD E150 ECONOLINE CARGO**A. ITEM#** 30**A. Base Price:** **\$ 16,096.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
AE	VINYL BUCKETS	INCL.			
E1E	E150 XL CARGO VAN 138" W.B.	INCL.			
99W	4.6 L V8 ENGINE	INCL.			
44Q	AUTO TRANS	INCL.			
163	FULL LENGTH RUBBER FLOOR	\$ 60.91			
179	FIXED GLASS REAR DOORS	\$ 173.35			
	SWING OUT SIDE DOORS	INCL.		COLOR : WHITE	
769	REAR STEP BUMPER	\$ 159.29		INTERIOR :MED. FLINT	
90F	POWER GROUP	N/C			
FMC	EMISSIONS AND GPC	\$ (400.00)			
DTE	LOADRITE LADDER RACK	\$ 1,188.00			
DTE	SHELVING W/BACK	\$ 862.00			
DTE	PDI AND INSPECTION	\$ 175.00			

Total of B. Published Options: **\$ 2,218.55****C. Unpublished Options [Itemize each below, not to exceed 25%]****\$= 0.0 %**

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: **\$ -**

D. Contract Price Adjustment:	<u>FACTORY DESTINATION CHARGE</u>	\$ 980.00
E. Delivery Charges:	<u>0</u> miles @ \$.93/mile	\$ -
F. Total of A + B + C + D + E = F		\$ 19,294.55
G. Quantity Ordered <u>1</u> x F =		\$ 19,294.55
H. BUYBOARD PURCHASE FEE		\$ 400.00
I. Non-Equip Charges & Credits		
J. TOTAL PURCHASE		\$ 19,694.55

Budget Adjustment: 22747

Fyr _ Budget Type: 2010-Reg

Author: 58 - TOLLIVER, KENDRA

Created: 8/18/2010 3:41:36 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 7 2010

Dept: HEALTH & HUMAN SERVICES

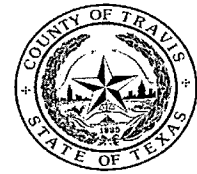
Just: InterDpXfr

to cover replacement trucks

From Account	Acct Desc	Project	Proj Desc	Amount
001-5857-611-6277	CONTRACTED SERVCS-HOUSING			22,900
001-5857-611-6278	SUPPLIES - HOUSING GRANT			50,000
				72,900
To Account		Project		Amount
001-4952-621-8020	AUTOMOBILES & TRUCKS			72,900
				72,900

Approvals	Dept	Approved By	Date Approved
Originator	58	KENDRA TOLLIVER	8/18/2010 3:42:44 PM
DepOffice	58	KATHLEEN HAAS	8/18/2010 3:44:10 PM
DepOfficeTo	49	SYDNIA CROSBIE	8/19/2010 3:29:51 PM

Prayer Nellis 8/31/10



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 30, 2010

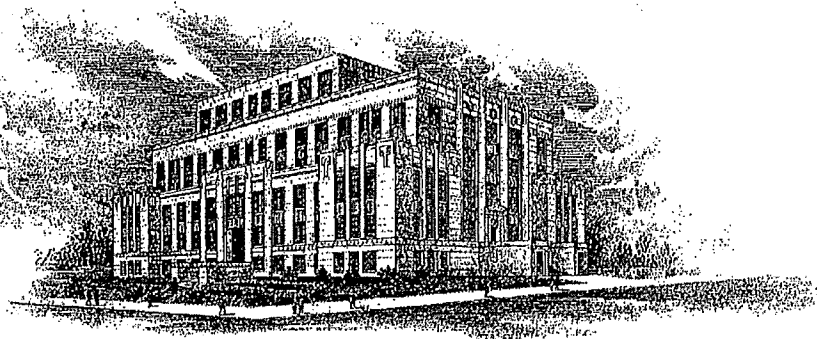
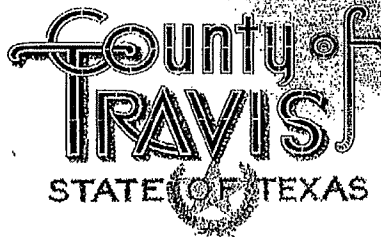
RE: Request from Civil Courts for \$733,487 from Allocated Reserve and \$119,978 from Visiting Judge line item savings to cover expected accruals in the civil indigent attorney fees line items

On July 13, 2010, Commissioners Court approved an augmentation to this budget of \$600,000 to cover civil indigent attorney fee expenditures for invoices expected to be received through the end of the fiscal year. At that time, PBO informed Commissioners Court that an additional \$825,000 request was expected later this fiscal year to cover accruals. Accruals are established by setting aside budget this year to pay for expenditures made this year but invoiced next fiscal year.

This request is to establish the accruals for FY 11. With two more months of expenditure history to inform the request, the Civil Courts have adjusted the amount needed from Allocated Reserve to \$733,487. The Civil Courts are also requesting an additional \$119,978 in transfers from savings in the Civil Courts' visiting judge line items. The total of these two requests is \$853,465. Of this amount, \$825,000 has already been taken into account in PBO's estimates of annual expenditures that are used by the Auditor's Office to develop the Revenue Estimates for FY 11.

PBO recommends approval of this request.

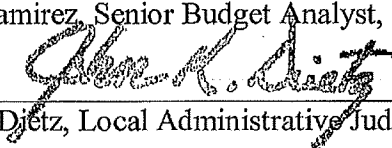
cc: Leroy Nellis, Rodney Rhoades, PBO
The Honorable John K. Dietz, Local Administrative Judge, Civil Courts
Peg Liedtke, Amanda Michael, Civil Courts Administration



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Diana Ramirez, Senior Budget Analyst, Planning and Budget Office

FROM: 
John K. Dietz, Local Administrative Judge, Civil Courts

DATE: August 26, 2010

RE: Request for Budget Transfer from Allocated Reserves for
Civil Indigent Attorney Fees – Department 93

As of August 26, 2010, the Civil Courts project a deficit of the indigent attorney line-item in Fiscal Year 2010. The actual amount is \$874,378 but due to requested internal transfers of \$140,891 from other line-items, as listed below, we will be able to reduce the amount to \$733,487.

<i>Transferred Amount</i>	<i>From Account Number</i>
\$ 88,990	001-2210-544-13.01
\$ 30,988	001-2220-544-13.01
\$ 3,000	001-9387-544-63.01
\$ 4,800	001-9387-544-63.05
\$ 1,000	001-9387-544-63.06
\$ 1,650	001-9387-544-63.16
\$ 3,000	001-9397-544-63.05
\$ 5,000	001-9397-544-63.06
\$ 2,463	001-9397-544-63.16

We request that Commissioners' Court permit us to transfer funds from allocated reserves in the amount of \$733,487 to cover the deficit in Fiscal Year 2010 for indigent defense costs.

Please do not hesitate to contact Peg Liedtke or Amanda Michael at 854-9300 should you have any questions. Thank you very much for your consideration.

Budget Adjustment: 22912

Fyr _ Budget Type: 2010-Reg

Author: 22 - MICHAEL, AMANDA

Created: 8/26/2010 10:03:47 AM

PBO Category:

Court Date: None

Dept: CIVIL COURTS

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-2210-544-1301	REG SALARY-VISITING JUDGE			88,990
001-2220-544-1301	REG SALARY-VISITING JUDGE			30,988
				119,978
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			119,978
				119,978

Approvals

Dept

Approved By

Date Approved

Originator

22

AMANDA MICHAEL

8/26/2010 10:13:29 AM

DepOffice

22

MARGARET LIEDTKE

8/27/2010 04:38:17 PM

D. Michael 8/31/10
Margaret Liedtke 8/31/10

Budget Adjustment: 22914

Fyr _ Budget Type: 2010-Reg

Author: 22 - MICHAEL, AMANDA

Created: 8/26/2010 10:12:37 AM

PBO Category: Amendment

Court Date: Tuesday, Sep 7 2010

Dept: RESERVES

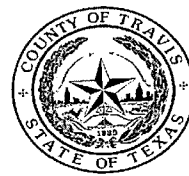
Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			733,487
				733,487
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			733,487
				733,487

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	8/26/2010 10:13:35 AM
DepOffice	9	LEROY NELLIS	8/26/2010 10:51:25 AM
DepOfficeTo	22	MARGARET LIEDTKE	8/27/2010 04:39:16 PM

 8/31/10
 8/31/10



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*

DATE: August 30, 2010

RE: Request by Criminal Courts to use capital savings and Criminal Justice Planning operating savings to begin purchase of Business Intelligence programming services

As part of its FY 11 budget submission, the Criminal Courts requested funding totaling \$112,440 to develop a comprehensive, standardized and best practices business intelligence solution to enhance the reporting and analysis capabilities for criminal justice system information. This system will result in the collection, analysis, reporting, and display of unified and standardized data coming from various sources. This will allow the Criminal Courts to perform comparative reporting and internal and external stakeholders to access and analyze data on an ad hoc basis. Through discussions over the summer months, PBO agreed with the Criminal Courts and Criminal Justice Planning to recommend funding part of the project with FY 10 resources with the rest of the request funded in FY 11. This recommendation is part of the FY 11 Preliminary Budget.

The Criminal Courts propose to use \$20,000 in CAR savings from its FY 10 annual technology program and Criminal Justice Planning propose to use \$25,000 from its FY 10 operating budget to fund the project startup activities including onsite consultation, project planning and kickoff, and the setup and configuration of software, programs and databases. The remaining \$67,440 of the project is recommended for funding in the Criminal Courts FY 11 operating budget.

These budget adjustments are brought to Commissioners Court because the Court has not voted on the Preliminary Budget yet and the Criminal Courts are ready to begin the project startup activities in September. PBO concurs with this request and recommends Commissioners Court approval.

cc: Leroy Nellis, Rodney Rhoades, Katie Petersen, PBO
Roger Jefferies, Julie Cullen, CJP
Debra Hale, Joe Kertz, Tonya Watson, Criminal Courts
The Honorable Bob Perkins, 331st District Judge
The Honorable Julie Kocurek, 390th District Judge

Budget Adjustment: 22873

Fyr _ Budget Type: 2010-Reg

Author: 55 - CULLEN, JULIANNA

Created: 8/24/2010 4:55:29 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 7 2010

Dept: CRIMINAL JUSTICE PLANNING

Just: InterFund

Transfer of funds for Justice & Public Safety portion of the Business Intelligence/Zone 4 software solution

From Account	Acct Desc	Project	Proj Desc	Amount
001-5500-557-9001	COUNTY CONTRBUTN TO GRANT			25,000
				25,000
To Account		Project		Amount
001-2420-822-4099	OTHER PROFESSIONAL SERVIC			25,000
				25,000

Approvals	Dept	Approved By	Date Approved
Originator	55	JULIANNA CULLEN	8/24/2010 04:58:23 PM
DepOffice	55	ROGER JEFFERIES	8/26/2010 09:23:45 AM
DepOfficeTo	24	DEBRA HALE	8/27/2010 04:15:58 PM

Debra Hale 8/30/10
Kevin H. Ellis 8/31/10

Budget Adjustment: 22844

Fyr _ Budget Type: 2010-Reg

Author: 24 - KERTZ, JOSEPH

Created: 8/23/2010 3:07:23 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 7 2010

Dept: CRIMINAL COURTS

Just: Other

To pay for Business Intelligence programming services for a Court Reporting tool.

From Account	Acct Desc	Project	Proj Desc	Amount
001-2420-822-5001	MAINTENANCE AGREEMENTS			142
001-2420-822-3001	OFFICE EQUIP,FURN, & SUPP			14,739
001-2420-822-3002	SOFTWARE			5,119
				20,000
To Account		Project		Amount
001-2420-822-4099	OTHER PROFESSIONAL SERVIC			20,000
				20,000

Approvals

Dept

Approved By

Date Approved

Originator

24

JOSEPH KERTZ

8/23/2010 03:07:46 PM

DepOffice

24

DEBRA HALE

8/24/2010 02:19:27 PM

TD Duran 8/30/10
Gregory Nellis 8/31/10

FX



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 *Wm. Derryberry*

DATE: August 26, 2010

SUBJECT: Sheriff's Courthouse Security Fund Line-Item Transfer Request

The Travis County Sheriff's Office (TCSO) is requesting a transfer of \$135,900 from savings in the Law Enforcement Services POPS Salaries line-item (001-3725-563-0712) to the Transfer to Courthouse Security Fund line-item (001-3705-561-9031) in order to meet current and remaining spending in the Courthouse Security Fund for the balance of FY 10. The savings and the spending related to this request has been included in the PBO End-of-Year projections for the past 7 months and will have no impact on the planning for the FY 11 Budget.

The Law Enforcement Services POPS salary line-item savings is related to internal staffing changes between Courthouse Security Fund and Law Enforcement.

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

Cc: Sheriff Greg Hamilton
Jim Sylvester, Chief Deputy Sheriff, TCSO
Mark Sawa, Major-Administration, TCSO
Phyllis Clair, Major-Law Enforcement, TCSO
Michael Hemby, Planning Manager, TCSO
Maria Wedhorn, Senior Financial Analyst, TCSO
Blain Keith, Chief Assistant County Auditor, County Auditor's Office
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Director, PBO

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

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Acrobat (PDF) file

Export

Budget Adjustment: 22897

Fyr _ Budget Type: 2010-Reg

Author: 37 - WEDHORN, MARIA

Created: 8/25/2010 2:03:27 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 7 2010

Dept: SHERIFF

Just: CommCodeRq

To balance FY10 Courthouse Security Fund Requirements

From Account	Acct Desc	Project	Proj Desc	Amount
001-3725-563-0712	POPS SALARIES			135,900
				135,900
To Account		Project		Amount
001-3705-561-9031	TRF TO CRTHSE SECURITY FD			135,900
				135,900

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	8/25/2010 2:03:37 PM
DepOffice	37	MARIA WEDHORN	8/25/2010 2:03:38 PM

Page 1

*approved Mon. Aug 26, 2010
 Project Miller 8/31/10*



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 *-Durano*

DATE: August 31, 2010

RE: Request by Facilities Management Department (FMD) to transfer savings from five completed projects and to defer one funded project to undertake repairs at the Smith Road Building totaling \$226,441

FMD is requesting to fund repairs to the 1600 Smith Road building that sustained extensive damage when the roof collapsed this summer. The Risk Fund has expended approximately \$28,000 with more than \$90,000 encumbered to cover the damages caused by the water intrusion. The county's property insurance policy has a \$50,000 deductible so the county will recover costs beyond the deductible amount. The insurance policy covers the damages from the water intrusion but not the repairs to the roof. The General Fund will have to cover that cost.

The five completed projects with savings are: (1) HMS Courthouse HVAC Phase IV, (2) USB Lower Roof Restoration, (3) TCCH Water Pumps, (4) Upgrade Annex Elevators, and (5) Replace RTU - 2501 S. Congress. The savings from these five projects total \$70,441. The difference of \$156,000 is proposed to be made up by the deferral of a project funded in FY 09 but not yet started of upgrading the USB Traction Elevator. In discussing the proposed deferral with the county's Strategic Planning Manager, the deferral makes sense given the choices that need to be made by Commissioners Court over the next several months regarding the Downtown Campus Master Plan and the future use of the University Savings Building USB.

PBO recommends approval of this request.

cc: Leroy Nellis, Rodney Rhoades, Belinda Powell, PBO
Roger El-Khoury, John Carr, Amy Draper, FMD



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: SMITH-08-10F-4M

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: August 23, 2010

SUBJECT: Funding Issue – Smith Road Building Repairs
Reallocate and Rebudget Available Funds

Facilities Management Department (FMD) requests your support in obtaining authorization to reallocate available savings from completed projects and to defer funding for one project to provide funding for the repairs to the 1600 Smith Road Building. The Smith Road facility sustained extensive damage when the roof collapsed this summer. The employees assigned to Smith Road have been successfully relocated, and the moisture/mold damage to the facility has been remediated. FMD now needs to proceed with repairs to the structural members, reinstallation of the roofing systems, and repairs to interior walls, flooring and fixtures damaged during the event. FMD has obtained a cost proposal from one of the existing Job Order Contractors that has been deemed to be fair and reasonable for the scope of the work. The estimated cost for this unbudgeted repair work is \$220,632.

FMD recommends that funding for this repair be provided by reallocating savings from five completed projects and deferring the USB elevator upgrade project. The USB elevator upgrade project will be resubmitted in a future budget submittal should the long term use of the facility justify the expense. The suggested funding sources for the Smith Road repairs are as follows:

Upgrade USB Traction Elevator	Defer	\$156,000
HMS Courthouse HVAC Phase IV	Completed – Savings	\$6,830
USB Lower Roof Restoration	Completed – Savings	\$7,930
TCCH Water Pumps	Completed – Savings	\$10,745
Upgrade Annex Elevators	Completed – Savings	\$27,468
Replace RTU – 2501 S. Congress	Completed – Savings	<u>\$17,468</u>
	Total:	\$226,441

Budget Adjustment: 22993

Fyr _ Budget Type: 2010-Reg

Author: 14 - DRAPER, AMY

Created: 8/31/2010 7:50:01 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 7 2010

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer project funding/savings to Smith Road Roof Emergency project - USB Elevator Upgrade

From Account	Acct Desc	Project	Proj Desc	Amount
001-1415-821-5004	REPRS-BLDG STRUCT & EQUIP			170,260
001-1415-821-6099	OTHER			500
001-1415-822-3011	BUILDING MAINT EQUIP/SUPP			3,500
001-1415-822-5004	REPRS-BLDG STRUCT & EQUIP			27,468
001-1415-822-5007	REPAIRS-OTHER EQUIPMENT			7,245
001-1415-823-3011	BUILDING MAINTC EQ & SUPP			17,468
				226,441
To Account		Project		Amount
001-1405-821-5004	REPRS-BLDG STRUCT & EQUIP			226,441
				226,441

Approvals

Dept

Approved By

Date Approved

Originator

14

AMY DRAPER

8/31/2010 07:50:06 AM

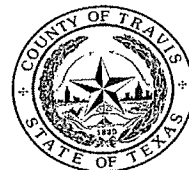
DepOffice

14

AMY DRAPER

8/31/2010 07:50:07 AM

DA Draper 8/31/10
Royce Hillis 8/31/10




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 30, 2010

RE: Request by Criminal Courts to Internally Fund One FTE in the Drug Court Program Fund (Fund 059) to Meet Best Practices and Avoid Additional Costs

The Criminal Courts Administration is requesting to transfer \$3,997 this fiscal year and a total of \$48,684 for FY 11 from the Drug Court Program Fund (Fund 059) contract line item (6033) to salaries and benefits line items to hire a new FTE. Please see the memo written by Debra Hale, Criminal Courts Administrator, detailing the situation.

The Drug Court Program Fund (Fund 059) was created in FY 07 and derives its income from a fee on certain criminal convictions that became effective in FY 07 and payments received from Drug Court participants. Based on the County Auditor's Fourth Revenue Estimate, this fund will have \$283,681 in revenue certified for FY 11. Of that, \$140,212 is budgeted for operating expenses and \$143,469 is budgeted in the fund's Allocated Reserve. This proposal will not change that split in a significant way.

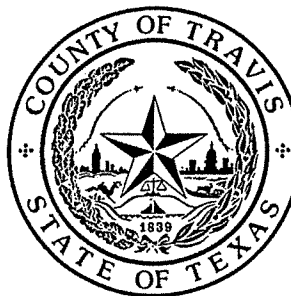
Please note that PBO is placing this item on the agenda as a Discussion item not because PBO disagrees with the request, but to give Commissioners Court sufficient notice that this request results in the addition of another permanent FTE to the county budget. Because of the timing of the new contract with the drug testing firm, the Criminal Courts were not able to submit this request as part of its FY 11 budget submission. However, given that the proposed solution results in no cost increase to the county and allows the department to follow best practices for drug testing for Drug Court Programs, PBO likely would have recommended inclusion of this request in the FY 11 Preliminary Budget.

The Criminal Courts have worked with HRMD on this issue and the appropriate job title is determined to be Office Specialist, Sr. Upon approval of this item, HRMD will create the new slot and PBO will complete the FY 10 and FY 11 budget adjustments. PBO recommends approval of this request.

cc: Travis Gatlin, Leroy Nellis, Rodney Rhoades, PBO
Diane Blankenship, Todd Osburn, Cynthia Lam-Roldan, Carlotta Valdez-Leavy,
HRMD
Debra Hale, Joe Kertz, Tonya Watson, Criminal Courts Administration
The Honorable Bob Perkins, 331st District Judge
The Honorable Julie Kocurek, 390th District Judge

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: August 9, 2010

To: Diana Ramirez, Planning and Budget Office

From: Debra Hale, Criminal Courts

Re: Request for Budget Adjustment for Creation of FTE (Internally Funded)

The Criminal Courts Department administers the Drug Court program which has been operating in Travis County since 1993. A key component of a successful Drug Court program is the ability to frequently and randomly test participants for illegal drug use.

As a result of increased laboratory costs this past year, it was necessary to reduce the number of urine specimens submitted by Drug Court participants. Due to budget constraints, the Drug Court Program is currently unable to follow best practices with respect to the frequency of drug testing recommended by the National Association of Drug Court Professionals (NADCP). In order to comply with best practices, Drug Court clients should be drug tested a minimum of one time per week on average.

On October 1st, 2010, the laboratory is scheduled to increase the price per urine specimen by another 25% (\$28/test to \$35/test). If a change is not made by then, the department will need to request an additional \$300,000 in order to meet the required number of drug tests recommended by the NADCP. It should be noted that drug testing services are currently paid by a special revenue fund (Fund 059). It should be noted further that the Criminal Courts worked with the Purchasing Department in an attempt to locate an alternative laboratory that suits the needs of the program without success.

As a result, the Criminal Courts began researching options that would not require additional funding. After several months of research, we located an innovative and cost effective drug testing method used by other Drug Courts which will allow the Drug Court program to greatly increase the frequency of drug testing without dipping into fund balance.

The new drug testing method will require the utilization of an ocular scanning devise (Passpoint), the creation of a new FTE (Office Specialist Senior), and the purchase of drug testing specimen cups. The Passpoint equipment is leased for a flat fee from a company by the name of Streetime Technolgies. There is already a contract in place with this vendor which can be utilized by the department.

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The new FTE would be responsible for administering the Passpoint device. When the eye scan detects an abnormality in the optical reading, the person will be instructed to submit a urine specimen on-site to confirm the presence of an illegal substance. When a urine specimen is required, the new FTE will be responsible for collecting and testing the specimen with the drug testing specimen cups. *With this new drug testing method, the number of drug tests can be increased 400% without increasing the cost.*

Our statistics show us that about 10% of urine specimens collected at the laboratory test positive for illegal substances. An additional 10% false positive rate for Passpoint is used to project that 20% of the drug tests will result in urine tests. Therefore, utilizing the combination of the Passpoint device and on-site urine specimen collection by the new Office Specialist Senior FTE will greatly increase the number of drug tests taken while reducing the number of urine specimens needed. This new drug testing method will enable the Drug Court program to comply with best practices by drug testing Drug Court clients one time per week.

In summary, on an annual basis we will need:

- Office Specialist Sr. (Grade 12 - Midpoint) - Salary & Benefits \$48,684
 - Salary = \$33,778 and Benefits = \$14,904
 - Passpoint - Occularmotor Testing Device Equipment Rental \$42,000
 - (Monthly Rental fee = \$3,500)
 - UA cups - 10-Panel Tests \$14,560
 - 250 Scans per week x 52 weeks = 13,000 Tests
 - Assume 20% of the clients need to submit urine specimen
 - 13,000 x 20% = 2,600 Tests
 - 2,600 Tests x \$5.60 per test = \$14,560
- **Total Cost = \$105,244**

▪ **Total Budget = \$108,150**

Remaining Budget = \$2,906

At this time (for the remainder of FY10) we are requesting permission for an additional personnel slot for an Office Specialist Sr. and approval to transfer one month of salary and benefits = \$3,997 from the 6033 line item. Additionally, we are requesting that \$48,684 be permanently transferred from the 6033 line item into salary and benefits line items for the creation of the Office Specialist Senior FTE to administer the Passpoint device as well as collect on-site urine specimens at the Drug Court office when needed.

cc: Todd Osburn, HRMD Compensation Manager

Budget Adjustment: 22851

Fyr _ Budget Type: 2010-Reg

Author: 24 - KERTZ, JOSEPH

Created: 8/24/2010 8:55:18 AM

PBO Category: Transfer Discussion

Court Date: Tuesday, Aug 31 2010

Dept: CRIMINAL COURTS

Just: Other

Salary and Benefits for an FTE to assist with the monitoring of PassPoint drug screening device as well as

From Account	Acct Desc	Project	Proj Desc	Amount
059-2430-546-6033	MEDICAL SERVICES			3,997
				3,997
To Account		Project		Amount
059-2430-546-0901	REG SALARIES-FT EMP GRANT			2,815
059-2430-546-2102	FICA TAX - OASDI - GRANTS			175
059-2430-546-2103	HOSPITALIZAION-GRANTS			629
059-2430-546-2104	LIFE INSURANCE-GRANTS			8
059-2430-546-2105	RETIREMENT CONTRI-GRANTS			323
059-2430-546-2106	WORKER'S COMP-GRANTS			6
059-2430-546-2107	FICA TAX-MEDICARE-GRANTS			41
				3,997

Approvals

Dept

Approved By

Date Approved

Originator

24

JOSEPH KERTZ

8/24/2010 08:55:24 AM

DepOffice

24

DEBRA HALE

8/24/2010 02:19:24 PM



8/24/10



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

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Reimbursement Resolution - Real Estate
(\$25,000)	TNR	3/23/10	Envision Central Texas
(\$20,000)	Facilities	3/23/10	Reimbursement Resolution-Due Diligence Insp
(\$250,000)	Facilities	3/30/10	Reimbursement Res.- 700 Lavaca Bldg
(\$485,009)	Facilities	3/30/10	Construction/FFE/ITS/moves for HHS Lease
(\$11,177)	Facilities	3/30/10	New HHS lease for one month
(\$43,497)	Purchasing	4/6/10	FTE - Purchasing Agent IV
(\$1,200)	Purchasing	4/6/10	FTE - Office Equip, Furn & Supp
(\$29,771)	PBO	4/13/10	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
\$13,536	Various Depts	8/13/2010	Liquidate Prior Year Purchase Order
(\$56,682)	TNR	8/24/2010	Budget Correction - Parks Division
\$68,544	Various Depts	8/25/2010	Liquidate Prior Year Purchase Order
\$321	Various Depts	8/26/2010	Liquidate Prior Year Purchase Order
\$50,000	District Attorney	8/31/2010	Reversal of APD DNA Lab funds not needed
\$4,237,639	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$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)

\$3,565,406 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

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

09-07-10

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

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

- A. New contract with the U.S. Fish and Wildlife Service through the Texas Parks and Wildlife Department for land acquisition assistance funds to continue the existing program in Transportation and Natural Reserve for the Balcones Canyonlands Preserve;
- B. Annual contract with the Office of the Governor's Criminal Justice Division for the Juvenile Probation Department to continue the existing Juvenile Assessment Block Grant (JABG) Juvenile Assessment Center Program;
- C. Annual contract with the Office of Attorney General for the Juvenile Probation Department to continue the Access and Visitation – Cooperative Parent Program to promote compliance with court orders regarding child access and visitation;
- D. Annual contract with Texas Department of Agriculture for the Juvenile Probation Department to continue the National School Lunch/Breakfast Program and USDA School Commodity Program;
- E. Amendment to the Memorandum of Understanding between Travis County, Casey Family Programs and the Texas Department of Family and Protective Services in order to include client services as an eligible expense within the existing budget for the Casey Family Programs Community and Family Reintegration Project, which is overseen by Health and Human Services and Veterans Service; and,
- F. Request from Health and Human Services and Veterans Service to create three FTE within the existing budget of the American Recovery and Reinvestment ACT (ARRA) Weatherization Assistance Program.

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

9/7/2010

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 49	FY 10 HCP land Acquisition Assistance Grant	7/1/2010 - 6/30/2013	\$1,330,243	\$886,829	\$0	\$2,217,072 0	R	S	16	
b 45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	9/1/2010 - 8/31/2011	\$110,115	\$11,124	\$0	\$111,239 1.5	R	MC	54	
c 45	Access and Visitation - Cooperative Parent Program	9/1/2010 - 8/31/2011	\$29,070	\$2,907	\$0	\$31,977 0	R	S	89	
d 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	R	S	122	
e 58	Casey Family Programs Community and Family Reintegration Project	1/1/2010 - 12/31/2010	\$80,000	\$0	\$0	\$80,000 1	R	S	138	
Other Action										
f 58	ARRA WAP Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$4,622,699	\$0	\$0	\$4,622,699 3	R	EC	149	X

PBO Notes:

R - PBO recommends approval.
 NR - PBO does not recommend approval
 D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
 MC - Moderately Complex
 C - Complex
 EC - Extremely Complex

FY 2010 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2009, and the notification of award has not yet been received.

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
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
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	9/12010 - 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
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

E

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
			\$53,387,475	\$4,351,548	\$630,623	\$58,091,495	80.35	

FY 2010 Grants Approved by Commissioners Court

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	<i>Energy Efficiency and Conservation Block Grants - Recovery (ARRA)</i>	<i>10/2009 - 04/2011</i>	<i>\$2,207,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,207,900</i>	<i>0</i>	<i>10/6/2009</i>
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000	\$0	\$7,575,000	0	10/6/2009
58	<i>2009 Phase 27 ARRA Emergency Food and Shelter Program</i>	<i>04/01/2009 - 12/31/2009</i>	<i>\$41,666</i>	<i>\$0</i>	<i>\$0</i>	<i>\$41,666</i>	<i>0</i>	<i>10/6/2009</i>
19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	\$193,750	\$35,715	\$119,504	\$348,969	3	10/6/2009
47	Emergency Management Performance Grant	10/01/08 - 9/30/09	\$67,200	\$67,200	\$0	\$134,400	0	10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032	\$0	\$0	\$3,198,032	0	10/13/2009
58	Title IV-E Child Welfare Services	10/1/2009 - 9/30/2010	\$57,360	\$0	\$0	\$57,360	1	10/20/2009
59	Travis County STAR Flight Equipment Enhancement	10/1/2009 - 11/30/2011	\$75,000	\$0	\$0	\$75,000	0	10/27/2009
39	Travis County Adult Probation DWI Court	9/1/2009 - 8/31/2010	\$210,315	\$0	\$0	\$210,315	1	11/3/2009
22	Family Drug Treatment Court	9/1/2009 - 8/31/2010	\$108,350	\$0	\$0	\$108,350	1	11/3/2009
45	Drug Court/In-Home Family Services Grant	9/1/2009 - 8/31/2010	\$157,500	\$17,500	\$0	\$175,000	0	11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296	\$0	\$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	\$100,000	\$0	\$0	\$100,000	0	11/17/2009
37	<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
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	2/20/2010
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	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$2,311,350	\$0	\$0	\$2,311,350	0	3/2/2010
49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	5/6/2008 - 8/31/2010	\$1,259,730.11	\$0	\$0	\$1,259,730.11	0	3/9/2010
55	Office of Child Representation	10/1/2009 - 9/30/2010	\$239,662	\$443,338	\$0	\$673,000	8	3/16/2010
55	Office of Parental Representation	10/1/2009 - 9/30/2010	\$190,160	\$482,840	\$0	\$673,000	8	3/16/2010
58	SVCII (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	SVCII (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	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA).	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>Communties 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	SCATTF- 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
58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,282	\$164,415	\$104,856	\$564,553	0	8/17/2010
45	State Case Registry and Local Customer Service Contract	09/1/2010 - 08/31/2012	\$78,100	\$0	\$0	\$78,100	0.5	8/17/2010
58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$93,672	\$0	\$0	\$93,672	0	8/24/2010
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/19/2009 - 8/31/2012	\$590,797	\$0	\$0	\$590,797	1.88	8/24/2010
45	Access and Visitation	9/1/2009 - 8/31/10	\$21,169	\$2,700	\$0	\$23,869	0	8/24/2010
45	Austin/Travis County Integral Care (ATCIC) Community Partners for Children Coordinator	9/1/2010 - 8/31/11	\$73,710	\$0	\$0	\$73,710	1	8/31/2010
			<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
			\$35,597,353	\$4,984,702	\$620,617	\$41,192,672	79.21	

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	Yes
58	*Department of Energy (DOE) Weatherization Program			\$20,000		5/11/2010	8/24/2010	Pending

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	Pending
58	AmeriCorps	\$41,852	\$41,852	\$83,704	24	7/20/2010	8/17/2010	No
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	Awaiting Contract	No
45	Residentail Substance Abuse Treatment Program	\$8,997	\$8,997	\$17,994	1	8/24/2010	Awaiting Contract	No
45	Austin/Travis County Integral Care Community Partners for Children Coordinator	\$11,582	\$11,582	\$23,164	1	8/31/2010	Yes	Pending

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?
45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	\$8,626	\$8,626	\$17,252	1	8/24/2010	Awaiting Contract	No
24	Drug Diversion Court	\$4,701	\$4,701	\$9,402	1	8/24/2010	Awaiting Contract	No
24	Travis County Veteran's Court	\$6,982	\$6,982	\$13,964	1	8/24/2010	Awaiting Contract	No
22	Drug Diversion Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	Awaiting Contract	No
Totals		\$122,412	\$122,412	\$724,824	35.5			

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

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

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

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

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and 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. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 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

FE

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:	Transportation & Natural Resources
Contact Person/Title:	Melinda Mallia, Environmental Project Manager
Phone Number:	854-4460

Grant Title:	FY10 HCP Land Acquisition Assistance Grant		
Grant Period:	From:	7/1/2010	To: 6/30/2013
Grantor:	U.S. Fish and Wildlife Service through Texas Parks and Wildlife Dept.		
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						\$0
Operating:	1,330,243			886,829		\$2,217,072
Capital Equipment:						0
Indirect Costs:						0
Total:	\$1,330,243	\$0	\$0	\$886,829	\$0	\$2,217,072
FTEs:						0.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/10	3/31/11	6/31/11	9/30/11	
Acquire 30,428 acres with BCP partners to meet terms of FWS permit for endangered species protection	28,896					29,005
Measures For Grant						
Protect 108.68 acres for BCP	0					108.68
Outcome Impact Description						
Purchase of Tract for BCP	1					1

PBO Recommendation:

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?

US Fish and Wildlife Service grant funds have been awarded to Travis County through the Texas Parks and Wildlife Department (TPWD) for the FY10 Section 6, Habitat Conservation Plan, Land Acquisition Assistance Program. Funds were awarded specifically to purchase the Spezia Tract for the Balcones Canyonlands Preserve (BCP).

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

The County is required to maintain properties purchased with HCP grant funds according to land management plans approved by the U.S. Fish and Wildlife Service.

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 federal grant pays 60% of the appraised land value and associated acquisition costs, such as the appraisal, appraisal review, survey, title policy and environmental site assessment. The county is responsible for a 40% match of \$886,829 and 100% of any land costs above appraised value. Matching funds are available in BCP Account 038.

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

The grant does not provide funding for the county's 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 BCP partners must protect 30,428 acres plus 62 additional cave properties by 2016 under the terms of Regional Permit #PRT-788841. These obligations remain with or without continued grant funding.

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 will help the county meet its acquisition goals for the BCP and permit requirements for the Balcones Canyonlands Conservation Plan (BCCP).




TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

August 24, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR 

SUBJECT: Grant Contract for FY10 HCP Land Acquisition Assistance Grant

Proposed Motion: Consider grant contract with the Texas Parks and Wildlife Department (TPWD) providing land acquisition assistance for the Balcones Canyonlands Preserve and take appropriate action.

Summary and Staff Recommendation: The contract provides \$1,330,243 in grant funds awarded by the U.S. Fish and Wildlife Service (USFWS) through the Texas Parks and Wildlife Department for the Section 6 Habitat Conservation Plan (HCP) Land Acquisition Assistance Program. Funds will be used to acquire the Spezia Tract for inclusion in the Balcones Canyonlands Preserve. Staff recommends approval.

Budgetary and Fiscal Impact: The grant requires a minimum county match of 40% or \$886,829. In addition to the match, the county is solely responsible for paying any land costs above appraised value. Funds are available in the approved budget, account 038-4909-629-8112.

Background: The BCP partners must protect a minimum of 30,428 acres and 62 caves under the terms of Regional Permit #PRT-788841. To date 28,896 acres and 47 caves have been protected. Another 1,532 acres are needed by 2016 to comply with the terms of the permit.

Issues and Opportunities: BCP permit holders, City of Austin and Travis County, have received \$60,584,037 in federal assistance to date through the HCP Land Acquisition Assistance Program.

Exhibits: TPWD Contract
Summary of HCP Grant Awards

Required Authorizations: Jessica Rio, PBO
Christopher Gilmore, CA

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MSM:JPG:msm

cc: Christopher Gilmore, CA
John Hille, CA
Jessica Rio, PBO
Michelle Gable, Auditor
Jon White, TNR
Rose Farmer, TNR
Tom Weber, TNR
Donna Williams-Jones, TNR
Jennifer Brown, TNR
Melinda Mallia, TNR

**Summary of HCP Grant Awards
for Balcones Canyonlands Preserve Acquisition**

Grant Application Year	Award Date	Award Amount to BCP	Local Match	Total Grant	Grantee
FY97	1/27/1997	1,000,000	3,500,000	4,500,000	City of Austin
FY98	7/22/1998	2,000,000	666,667	2,666,667	Travis County
FY99	5/5/1999	1,500,000	500,000	2,000,000	Travis County
FY00	6/13/2000	4,140,000	1,380,000	5,520,000	Travis County
FY01	5/29/2001	14,362,500	4,787,500	19,150,000	TC & COA
FY02	10/31/2002	10,000,000	3,333,333	13,333,333	Travis County
FY03	8/25/2003	4,993,794	1,664,598	6,658,392	Travis County
FY04	11/10/2004	3,375,000	1,125,000	4,500,000	Travis County
FY05	10/25/2005	6,890,000	2,296,667	9,186,667	Travis County
FY06		0	0	0	
FY07	6/27/2007	5,742,500	1,914,167	7,656,667	Travis County
FY08	6/4/2008	5,250,000	1,750,000	7,000,000	Travis County
FY09		0	0	0	
FY10	4/12/2010	1,330,243	886,829	2,217,072	Travis County
Total		60,584,037	23,804,760	84,388,797	

TPWD CONTRACT # _____

Pursuant to the authority granted and in compliance with the provisions of Federal Aid Grant **E-124-L-1**, this Agreement is made by and between the **Texas Parks and Wildlife Department ("TPWD")**, whose address for notice is 4200 Smith School Road, Austin, Texas 78744-3291 and **Travis County ("Travis County")**, whose address for notice is Travis County TNR, P.O. Box 1748, Austin, Texas 78767 (Attention: Melinda Mallia).

1. RECITALS:

WHEREAS, the United States Department of the Interior through the United States Fish and Wildlife Service ("**FWS**") has awarded Non-Traditional Section 6 Habitat Conservation Land Acquisition Grant funding to acquire by fee simple purchase approximately 108 acres of the Spezia tract adjacent to New Life International and Balcones Canyonlands Preserve managed by Travis County, the Lower Colorado River Authority and the Nature Conservancy, in the amount of \$1,330,243 ("**Grant Funds**"), as specified in the AFA in Exhibit "A", attached hereto and incorporated herein for all purposes; and

WHEREAS, **TPWD** administers the disbursement of these Grant Funds and regulates the terms of their use under Federal laws, executive orders, regulations and policies governing this program; and

WHEREAS, **TPWD** and **Travis County** wish to set forth their agreement as to the payment of the Grant Funds to **Travis County**, their use by **Travis County**, and the resulting fee simple acquisition;

NOW, THEREFORE, in consideration of the recitals set forth above, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TPWD** and **Travis County** agree as follows:

2. PURPOSE OF AGREEMENT: The purpose of this Agreement is to provide for the fee simple purchase of approximately 108 acres of habitat contiguous with tracts known to contain breeding black-capped vireos, karst habitat in zones 1 and 2 identified in the Balcones Canyonlands Conservation Plan, indicating "areas known to contain endangered cave species" or "areas that probably contain endangered cave species," and other rare and declining species of the Spezia tract adjacent to New Life International and Balcones Canyonlands Preserve managed by Travis County, the Lower Colorado River Authority and the Nature Conservancy.

3. TERMS:

- a. In accordance with the Grant Proposal, attached hereto as Exhibit "B", and incorporated herein for all purposes, **Travis County** will acquire by fee simple purchase the 108 acre Spezia tract ("**Property**"). **Travis County** will negotiate with the owner of the Property to acquire the fee simple purchase using Grant Funds not to exceed \$1,330,243. Reimbursement or payment of funds under this Agreement is conditioned upon **Travis County** obtaining final written approval from **FWS** prior to fee simple acquisition of the Property. Match may include associated costs of acquiring the Property, such as appraisals, survey, environmental assessment, easement documentation report, title policy, salaries (including overtime, travel and overhead as well as in-kind and cash contributions specifically associated with the acquisition. Some of the reimbursable expenses and match may require the use of contractors.

- b. **Travis County** will be responsible during its ownership for control and monitoring of the Property. The acquisition of the Property with the Grant Funds shall only be used for the purposes and uses specified herein, including, but not limited to, those purposes and uses established in the Grantee's Grant Proposal. **Travis County** shall not dispose of or encumber its title or other interest in the Property without the approval of **TPWD**.
- c. **Travis County** is subject to and shall comply with all applicable assurances made by **TPWD** to **FWS**, attached hereto as Exhibit "C" and incorporated herein for all purposes.
- d. **Travis County** shall comply with all conditions established in **FWS** correspondence related to **E-124-L-1**, attached hereto as Exhibit "A".
- e. **Travis County** interest in the Property pursuant to the Grant Funds is a Federal Aid asset. **Travis County** shall record the Federal interest by incorporating the language in Exhibit "D", attached hereto and incorporated herein for all purposes, in the fee simple purchase acquired with Grant Funds, to be recorded in the public land records of Travis County, Texas.
- f. **Travis County** shall submit Annual Performance Reports to **TPWD** throughout the life of the grant to ensure compliance with Federal requirements and to ensure that the grant objectives are being met. Annual Performance Reports will be due to **TPWD** 30 June of each year, beginning with 30 June 2011. A Final Performance Report shall be due from **Travis County** to **TPWD** within the earlier of 60 days after the closing of the fee simple acquisition or the end of the grant agreement period.
- g. In the event **Travis County** fails to fully comply with the terms of this Agreement, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the fee simple acquisition using the Grant Funds or the Grant Funds themselves shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with instructions from **FWS** and applicable law.
- h. If the Property is no longer needed or can no longer serve the purpose for which acquired, Travis County shall request disposition instructions from **TPWD** and **FWS** in accordance with 43 C.F.R. 12.71, or its successor, and other applicable law.

4. BASIS FOR CALCULATING REIMBURSABLE COST: **TPWD** will reimburse **Travis County** up to an amount of \$1,330,243.00, or 60% of the Total Project Cost, whichever is less, to fund the objective(s) specified herein. **Travis County** shall provide the required Non-Federal match funds totaling \$886,829.00, or 40% of Total Project Cost, whichever is less.

5. PAYMENT OF THE GRANT FUNDS FOR SERVICE PERFORMED: This Agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not made available to **TPWD**. **TPWD** shall make payments for the purpose of services received based on availability of reimbursement funds from the **FWS**. In the event funds are not provided by the **FWS**, this agreement is terminated without penalty to either party. Payment for services performed or expenses incurred shall be paid in full, up to a maximum of \$1,330,243.00 at closing or as invoiced by the Travis County.

6. ACCESS: No right of access by the general public is granted to any portion of the land merely by virtue of the fact that all or a portion of the Property was acquired using federal grant funds or used as a match hereunder. However, nothing herein shall restrict or prohibit the Property owner, or the holder of the Property, from allowing third parties (including the general public) access to the land if the owner or holder so elects, provided such access is allowed pursuant to the terms of this Agreement.

7. SURVIVING PROVISIONS: All parties hereto agree that all of the terms and conditions of this Agreement shall remain enforceable after the completion of all the activities contemplated

herein and said terms and conditions shall remain enforceable for as long as **Travis County** holds the Property.

8. MISCELLANEOUS PROVISIONS:

- a. The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity of participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. This clause is to be included in all subcontracts.
- b. Any provision in this Agreement to the contrary notwithstanding, it is understood and agreed that **Travis County's** obligations under this Agreement are subject to the approval of this Agreement and the acceptance of the grant funds by the governing authority of **Travis County** within a reasonable period of time.
- c. **Travis County** shall comply with all applicable Federal and State laws and regulations and with all applicable laws, ordinances, and regulations of the county and municipality where the property is located.
- d. **Travis County** understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The **Travis County** further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing access to any information the auditor considers relevant to the investigation or audit in accordance with Texas Government Code Section 2262.003, or its successor. **Travis County** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **Travis County** and the requirement to cooperate is included in any subcontract it awards.

RECEIVING PARTY

Texas Parks and Wildlife Department

By: _____

Name: Ross Melinchuk

Title: Deputy Executive Director
Of Natural Resources

PERFORMING PARTY

Travis County

By: _____

Name: Samuel T. Biscoe

Title: County Judge

Exhibit A
TX E-124-L-1 Award Letter for Spezia

Exhibit A



United States Department of the Interior

FISH AND WILDLIFE SERVICE

P.O. Box 1306

Albuquerque, New Mexico 87103



In Reply Refer To:

FWS/R2/WSFR

TX E-124-L-1

JUN 09 2010

Carter Smith, Executive Director
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Attention: C. Craig Farquhar, Section 6 Grant Program Coordinator

Dear Mr. Smith:

The enclosed Application for Federal Assistance (AFA), TX E-124-L-1, Spezia Tract Land Acquisition for Balcones Canyonlands Conservation Plan Travis County, Texas, is approved for funding under the Endangered Species Habitat Conservation Plan Land Acquisition Grant Program. The purpose of this grant is for Texas Parks and Wildlife Department (the Department), as grantee, and Travis County, as subgrantee, to acquire in fee simple the 108.68-acre Spezia tract. This acquisition is adjacent to preserve lands already owned by Travis County. Title to this interest in real property will vest with Travis County.

The agreement period is July 1, 2010 – June 30, 2013 with the following approved cost share:

5955	Approved Funding	%		Approved Funding	%
State	\$ 886,829	40	Federal	\$ 1,330,243	60

An AFA amendment will be required to add or delete a project; increase or decrease the Federal funds; revise the rate of Federal participation; or, modify the agreement period.

This grant award is subject to the following conditions:

1. The Texas Parks and Wildlife Department must submit to the Chief of the Wildlife and Sport Fish Restoration Program (WSFR Program) an Interim Financial Status Report (SF 425) and Interim Performance Report 90 days after the 1-year anniversary of the effective date of the grant (reports due September 28). The first interim report, under the new guidelines, will cover the period from July 1, 2010 – June 30, 2011. The Department must also submit a Final Financial Status Report and Final Performance Report 90 days after the end of the grant period (reports due September 28, 2013). If these reports are not received within the 90-day-period, the WSFR Program may: 1) withhold cash payments; 2) deny the use of Federal funds and credit for the use of matching cash and

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Carter Smith, Executive Director

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in-kind contributions for all or part of the award; 3) suspend or terminate the award, partially or entirely; 4) withhold further awards for the grant program; and 5) pursue effect until the required reports are received. [(43CFR12.80(b)(1); 43CFR12.81(b)(3); U.S. Fish and Wildlife Service "Interim Guidance for Financial Status and Performance Reporting," January 28, 2008].

2. In accordance with 522 FW 16.5 pre-agreement costs specified in the grant documents are approved.
3. The grant has been approved to include third party in-kind match. The in-kind match is subject to the provisions of 43 CFR, Part 12. In summary, the in-kind match must: 1) be documented in accordance with OMB requirements for each grant; 2) not be used to match any other grant; 3) be necessary and reasonable for accomplishment of grant objectives; 4) be allowable costs under provisions of 2 CFR Part 225; and 5) not be paid from other Federal funds unless specifically authorized by law or regulation.
4. This grant includes stewardship investment activities that must be reported by Catalog of Federal Domestic Assistance number with the annual Performance and/or Financial Status Report(s).
5. U.S. Fish and Wildlife Service (Service) policy is to allow expenditures for up to 3 years for all Cooperative Endangered Species Conservation Section 6 funds. Any extension will require the approval from the Director of the Service and should be coordinated with this office no later than 3 months before the grant is due to expire.
6. Submission of a certified appraisal indicating the market value of the real property interest (i.e., fee simple, conservation easement in perpetuity, etc.) to be acquired including in-kind match properties, if applicable. The appraisal must not only conform to Uniform Standards of Professional Appraisal Practice (USPAP), but also conform to the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) as of December 2000 (available at www.usdoj.gov).
7. Certified review of the appraisal, which also conforms to USPAP and UASFLA.
8. Receipt of the notification to the landowner of just compensation for the property to be acquired (Example form enclosed).
9. Receipt of a signed Cooperative Agreement between grantee and subgrantee. The agreement will have language which provides assurance that the lands or monies will revert to the Service in case of noncompliance by the subgrantee.
10. Surveys, maps, and legal descriptions for all lands acquired including in-kind match properties.
11. Title Vesting Evidence, such as a title insurance policy or a certificate from the Attorney General or other authorized State official, signifying that title is vested in the real property interest acquired by the grantee or subgrantee.
12. As outlined in the Division of Federal Aid Assurances form, grantee and/or subgrantee will record the Federal interest in the real property acquired with Endangered Species Habitat Conservation Plan Land Acquisition Grant Program funded by the Secretary of

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Carter Smith, Executive Director

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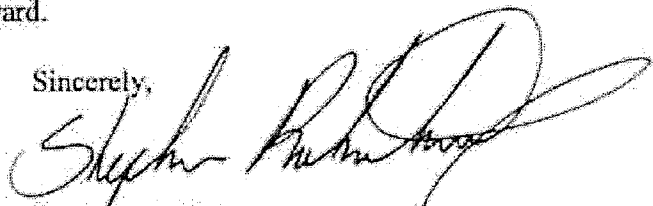
the Interior. Grantee and/or subgrantee will also include a covenant in the recording instrument acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

This office will notify you in writing once the preliminary land conditions 6. to 10. have been met and final approval is granted for the property to be acquired. The final land conditions 11. and 12. can be met upon completion of this purchase. Final documents to be received by this office include the summary of the land costs which outlines the approved costs associated with this acquisition (copy enclosed), deed (recorded instrument), and the settlement statement.

Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award, including those assurances submitted annually by your agency (per <http://www.doi.gov/pam/TermsandConditions.html>). Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application and supporting documents as submitted to and approved by the WSFR Program.

Please contact Carlotta Ortiz, Grant Manager, at 505-248-7456, or me at 505-248-7465, with any questions or concerns about the terms of this award.

Sincerely,



Stephen M. Robertson
Chief, Wildlife and Sport Fish Restoration Program

Enclosures

cc: Assistant Regional Director, Ecological Services (Attn: Marty Tuegel), USFWS, R2
Field Supervisor, Austin Ecological Services Field Office (Attn: Luella Roberts), USFWS, R2

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 08/17/2009		Applicant Identifier	
Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE 08/05/2009		State Application Identifier TX E-124-L-1	
5. APPLICANT INFORMATION		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier 20153-10-0061	
Legal Name: TEXAS PARKS AND WILDLIFE DEPARTMENT			Organizational Unit: Department: TEXAS PARKS AND WILDLIFE DEPARTMENT		
Organizational DUNS: 806782256			Division: WILDLIFE		
Address: Street: 4200 SMITH SCHOOL ROAD			Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Dr. First Name: Charles		
City: AUSTIN			Middle Name: Craig		
County: TRAVIS			Last Name: Farquhar		
State: TEXAS		Zip Code: 78744-3291		Suffix: NA	
Country: U.S.			Email: craig.farquhar@tpwd.state.tx.us		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-1880372			Phone Number (give area code) (512) 389-4933		Fax Number (give area code) (512) 389-8043
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)			7. TYPE OF APPLICANT: (See back of form for Application Types) A. State Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-615 TITLE (Name of Program): COOPERATIVE ENDANGERED SPECIES			9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Travis County			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Spezia tract LA HCP Land Acquisition for Balcones Canyonlands Conservation Plan Travis County, Texas clo		
13. PROPOSED PROJECT Start Date: 8/16/2010 End Date: 6/30/2013 Mm			14. CONGRESSIONAL DISTRICTS OF: a. Applicant 25 b. Project 25		
15. ESTIMATED FUNDING: a. Federal \$ 4,197,463.00 b. Applicant \$ 886,829.00 c. State \$ 2,798,509.00 d. Local \$ e. Other \$ f. Program Income \$ 2,217,072.00 g. TOTAL \$ 6,995,772.00			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: 09/16/2008 b. No <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
a. Authorized Representative Prefix: Dr. First Name: Charles Middle Name: Craig			c. Telephone Number (give area code) (512) 389-4933		
Last Name: Farquhar Suffix: NA			e. Date Signed: 19 Aug 09		
b. Title: Endangered Species Grants Coordinator					
d. Signature of Authorized Representative: [Signature]					

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Prescribed by OMB Circular A-102

EXHIBIT B

FY10 Section 6 HCP Grant Proposal Balcones Canyonlands Conservation Plan Travis County, Texas

SECTION 6 GRANT PROPOSAL

HABITAT CONSERVATION PLAN LAND ACQUISITION ASSISTANCE PROGRAM

Balcones Canyonlands Conservation Plan
Travis County, Texas

FY10 PROJECT STATEMENT

August 5, 2009

Prepared By:

Travis County
Transportation & Natural Resources Department
Natural Resources & Environmental Quality Division
8729201 PO Box 1748
Austin, TX 78767

Contacts:

Melinda Mallia (512) 854-4460
Kevin Connally (512) 854-7213

1. **Need.** Why is the project being undertaken? (NOT TO EXCEED ONE PAGE; include attachments, if necessary, to expand on this section)

The Balcones Canyonlands Conservation Plan (BCCP) is a multi-species regional Habitat Conservation Plan for the protection of 8 endangered species and 27 species of concern found in urban area under extensive development pressure. Completion of the Balcones Canyonlands Preserve (BCP) is an integral component of recovery plans for these species. Without the protections sought in the BCCP, the recovery goals for these species cannot be successfully achieved^{1,2,3}.

In the years since the U. S. Fish and Wildlife Service (USFWS) issued a regional permit for the BCCP in 1996, 93% of the acreage required under the permit has been protected. Forty-seven out of 62 required caves have some amount of protection.

An overwhelming majority of the acreage protected in the BCP has been acquired with locally-generated funds through a partnership among private landowners, non-profit conservation organizations, a regional conservation and reclamation district, and local, state and federal agencies. The availability of federal grant funds is essential to the success in completing the preserve design. It will continue to allow partners to leverage local funds to purchase available lands for inclusion in the BCP.

From its inception, the BCCP was created to achieve the recovery goals and objectives outlined by the U.S. Fish and Wildlife Service for the locally-listed species, with the ultimate goal of recovering species to the extent that they no longer need federal protection. Continued federal assistance is vital to protect imperiled species, relieve affected landowners and complete the efforts of the public agencies, private entities, and individuals that have worked to implement the BCCP.

Acreage to be protected under the permit	30,428 acres
Acreage protected to date	28,426 acres
Remaining acreage to protect	2,002 acres

Please see Attachment A for additional details

2. **Objective.** What is to be accomplished during the period of the grant pursuant to the stated need? Specify what is to be accomplished within the time, money, and staffing allocated; identify a recognizable end point; and be quantifiable or verifiable. (NOT TO EXCEED ONE SENTENCE)

Objective: To acquire lands for the Balcones Canyonlands Preserve as funding permits towards the BCCP goal of 30,428 acres and 62 caves.

3. **Expected Results or Benefits.** What will be the results or benefits of accomplishing the objective? Try to provide quantifiable or verifiable resource benefits. (NOT TO EXCEED ONE-HALF PAGE).

Accomplishing the protection goals of the regional Habitat Conservation Plan for the BCP will ensure the protection of eight endangered species and 27 species of concern. The priority tracts for acquisition in FY10 are a key to meeting this objective.

A list of species protected by the BCCP is included in Attachment A, Table 7.

4. **Approach.** How will the objective be attained? Include only specific, numbered procedures. Keep procedures brief, simple and understandable. Final procedure should refer to Annual and/or Final Reports and their due dates. Provide telephone numbers and email addresses of key project personnel and cooperators.

Procedures	
1	Receive award notice
2	Appraise property
3	Obtain appraisal review
4	Amend Interlocal Agreement to add FY10 grant funds
5	Negotiate purchase contract with seller(s)
6	Survey property
7	Conduct environmental site assessment
8	Acquire property
9	Obtain title policy and closing documents
10	Submit annual report summarizing acquisition status
11	Submit final reports and acquisition documents to the USFWS and TPWD within 90 days of closing or upon receipt

Key Personnel for Grant Implementation

Functional Title	Name	Phone	Email
Environmental Project Manager	Melinda Mallia	512 854-4460	Melinda.Mallia@co.travis.tx.us
Environmental Specialist Sr	Kevin Connally	512 854-7213	Kevin.Connally@co.travis.tx.us
Assistant County Attorney	John Hille	512 854-9415	John.Hille@co.travis.tx.us
Real Estate Specialist	Lisa Dean	512 854-7616	Lisa.Dean@co.travis.tx.us
Real Estate Specialist	Mike Martino	512 854-9383	Mike.Martino@co.travis.tx.us
Grants Accountant	Donna Williams-Jones	512 854-7677	Donna.Williams-Jones@co.travis.tx.us

Additional Contacts for BCP Administration

Natural Resources Program Manager	Rose Farmer	512 854-7214	Rose.Farmer@co.travis.tx.us
Environmental Specialist	Jennifer Brown	512 854-7215	Jennifer.Brown@co.travis.tx.us

5. **Location.** Where will the work (address) be done? Attach location map if needed.

All properties to be acquired are located in Travis County, Texas. A map is attached showing the location of priority and alternate tracts within the preserve.

Physical Address: Travis County TNR
Natural Resources and Environmental Quality Division
1010 Lavaca, Suite 314
Austin, Texas 78701

6. **Estimated Cost.** Provide breakdown of what it will cost to attain the objective.

		Federal Share	Non-federal Share	Total
1	Personnel	0	0	0
2	Travel	0	0	0
3	Equipment	0	0	0
4	Supplies	0	0	0
5	Contractual Associated costs, including: appraisal, appraisal review, land plan, title policy, environmental site assessment, etc.	82,303	54,869	137,172
6	Other Land cost	4,115,160	2,743,440	6,858,600
7	Totals	\$4,197,463	\$2,798,309	\$6,995,772
	Percentages	60%	40%	100%

7. **Milestone Schedule.** Timetable for initiation and completion of procedures outlined in Approach. Years based upon project period.

Procedures	2010	2011	2012
1	X		
2	X	X	
3	X	X	
4	X	X	
5		X	X
6		X	X
7		X	X
8		X	X
9		X	X
10		X	X
11		X	X

8. **Literature Cited:**

1. Grzybowski, Joseph A., Black-Capped Vireo (*Vireo atricapillus*) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1991, 74pp.
2. Keddy-Hector, Dean P., Golden-cheeked Warbler (*Dendroica chrysoparia*) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1992, 88pp.
3. O'Donnell, Lisa and Elliott, William R., Endangered Karst Invertebrates (Travis and Williamson Counties, Texas) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1994, 154pp.

Attachment A

1. City of Austin Watershed Protection Department, Environmental Resource Management Division, "Jollyville Plateau Water Quality and Salamander Assessment", October 1999.
2. Texas Parks and Wildlife Department, Texas Comprehensive Wildlife Conservation Strategy 2005-2010 (aka Texas Wildlife Action Plan), 1,131 pgs plus maps, http://www.tpwd.state.tx.us/publications/pwdpubs/pwd_pl_w7000_1187a/ (accessed 22 July 2009).
3. George Veni and Associates, "Geological Controls on Cave Development and the Distribution of Cave Fauna in the Austin, Texas Region", Prepared for USFWS, April 1991.

9. **Addressing the Challenges of Climate Change**

Each of the HCP acquisitions proposed here support the USFWS's Draft Strategic Plan for Responding to Accelerating Climate Change in the 21st Century as described in "Rising to the Urgent Challenges of a Changing Climate" Internal Discussion Draft dated December 12, 2008.

Thirty three of the thirty five species identified for protection under the BCCP and one candidate species associated with these tracts display extremely restricted global distributions. For example, the entire

global range for some of these species is known from fewer than half a dozen caves, and the Jollyville Plateau Salamander is known from just nine watersheds of the Edwards Aquifer in Travis and Williamson Counties (Texas). These extremely restricted ranges make adaptation by these species to changing climatic conditions difficult if not impossible. (Objective 2.1: Take Conservation Action for Climate-Vulnerable Species)

Each acquisition proposed here will protect unfragmented habitat by removing the threat of development and incorporating protected lands into the surrounding preserve system, thereby promoting connectivity between existing protected areas. The close relationship of the BCCP with the nearby USFWS Balcones Canyonlands National Wildlife Refuge promotes multi-Agency cooperative efforts and will allow for coordinated approaches to creating habitat linkages and wildlife pathways. (Objective 2.2 Promote Habitat Connectivity)

Protecting these lands addresses non-climate stressors including proposed land-use changes and allows BCP staff to take a proactive approach to managing other stressors including invasive species and wildfire. (Objective 2.9 Reduce Non-Climate Stressors)

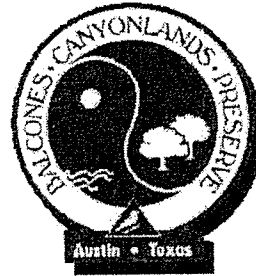
Managing habitat for the golden-cheeked warbler requires establishing and maintaining mature mixed oak hardwood Ashe juniper woodlands. Lands of the BCP must maintain these vegetation types in perpetuity in order to meet the terms and conditions of the HCP thereby ensuring long-term sequestration of these carbon sources. (Objective 5.4 Integrate Carbon Sequestration Activities into Landscape Conservation Approaches)

- ATTACHMENT A: Proposal for FY10 Land Acquisition Assistance
- ATTACHMENT B: Willing Seller Letters for New Life International and Spezia
- ATTACHMENT C: Map of Proposed Tracts for FY10

ATTACHMENT A

PROPOSAL FOR FY10 LAND ACQUISITION ASSISTANCE

**Balcones Canyonlands Preserve
Austin/Travis County, Texas**



AUGUST 5, 2009

INTRODUCTION

The Balcones Canyonlands Conservation Plan (BCCP) has been in place for 13 years. Since its approval in 1996, approximately 93% of the preserve acreage has been assembled, 28,426 acres out of 30,428 required acres of habitat have been protected, and 47 out of 62 listed karst features have come into the Preserve for protection. To complete the plan, a minimum of 2,002 habitat acres and 15 karst features must be added to the Balcones Canyonlands Preserve (BCP) by 2016.

Intense development pressure has subsided with the national economic downturn but the high costs of preserving land in an urban environment remain. Real estate sales remained flat in 2008, then turned downward in 2009. Landowners who weren't interested in selling in previous years have come forward in recent months as willing sellers.

Few privately-held parcels with large acreage and willing sellers remain within the Preserve boundary. The majority of the larger tracts with acquisition potential are known to have a single endangered species. This makes them less competitive from a species quantity perspective, but they are essential to the overall success of the plan, which protects 8 endangered species and 27 species of concern. Federal assistance has been a significant factor in the success of the BCP to date and remains a vital element in completing the plan.

PART 1: SELECTION CRITERIA

- ◆ Quality of habitat for endangered species
- ◆ Landowner willingness to sell property
- ◆ Affordability of property
- ◆ Availability of funds
- ◆ Location of property
 - ◆ Inside or adjacent to Preserve boundaries
 - ◆ Contiguous to other BCP lands and habitat
- ◆ Degree of threat from development
- ◆ Manageability and accessibility
- ◆ USFWS concurrence
- ◆ Ability of landowners to deliver clear title

PART 2: BCP PARTNERS IN A COMMUNITY-BASED SOLUTION

The BCP has been assembled through the collaborative efforts of private landowners, non-profit groups, a regional power and utility provider and government entities:

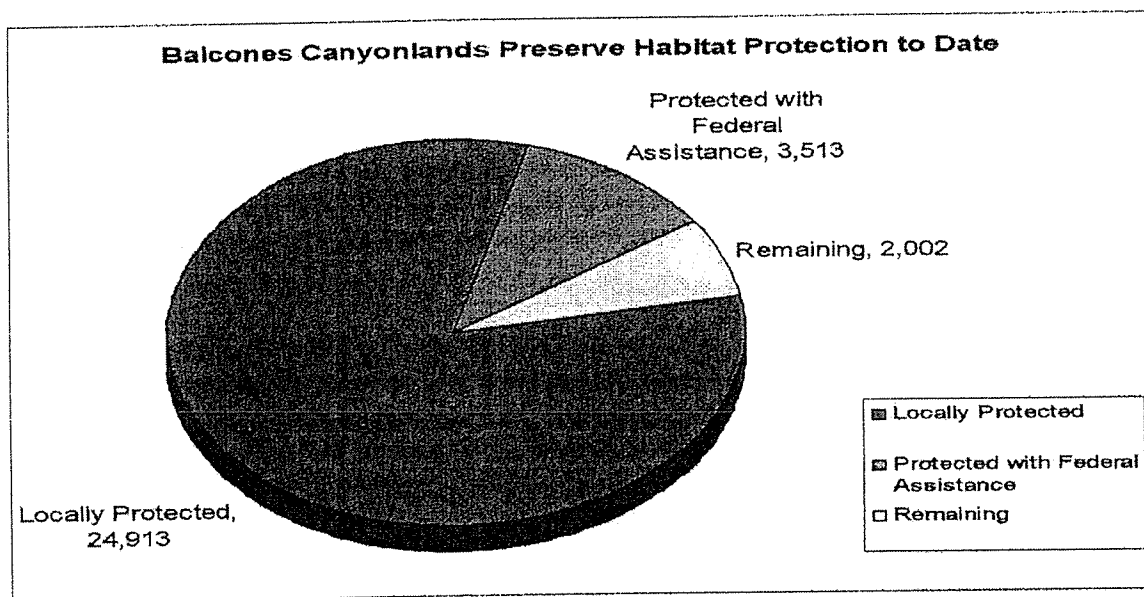
Permit Holders:

City of Austin
Travis County

Partners:

Private sector landowners
The Nature Conservancy of Texas
Travis Audubon Society
Lower Colorado River Authority

PART 3: FUNDING SOURCES FOR LAND ACQUIRED



To date, 28,426 of the required 30,428 acres of habitat (93%) and 47 of 62 listed karst features have been protected. The large majority of lands in the Balcones Canyonlands Preserve today were protected with local funds by government entities, non-profits and private sector donors. Local partners funded 87.6% of the preserve to date, representing 24,913 acres out of 28,426 acres assembled. Federal grant dollars (with the corresponding local match) have funded 12.4% of the current preserve, or 3,513 acres.

PART 4: FY10 PRIORITY TRACTS

PROPERTY DESCRIPTIONS

The BCP's priority for FY10 grant assistance is a 369-acre in-holding in the Cypress Creek macrosite with high-quality habitat for the golden-cheeked warbler, black-capped vireo and Jollyville Plateau Salamander. These tracts are now surrounded on three sides by Preserve, in an area determined by the USFWS to be among the highest priority areas for species protection. Acquisition will complete protection of this important block, prevent habitat loss along the rapidly urbanizing preserve edge, and provide the maximum buffer possible. This acquisition area is comprised of two tracts, described below:

New Life International (formerly Blizzard/R Bar B Ranch)

260 acres

2009 Appraised Value: \$4,685,000 (appraised under state law)

The New Life International tract is currently occupied by the golden-cheeked warbler, black-capped vireo and Jollyville Plateau Salamander. The property is adjacent to BCP lands managed by the Lower Colorado River Authority and a conservation easement on the Crossings 10(a) mitigation tract managed by Travis County. The tract is characterized by steep slopes with continuous canopy coverage of oak-juniper, mixed hardwood forest.

Plateaus that were cleared previously are growing into mid-successional woody patch mosaics that provide nesting habitat for black-capped vireos, which have been documented on the tract for the last two years. Springs on the tract are known to be occupied by the Jollyville Plateau Salamander, a candidate species under the ESA currently listed as a "High Priority" species for conservation action under Texas' Wildlife Action Plan¹.

The construction of the adjacent 760 acre single-family home subdivision and golf course have increased the cumulative and indirect impacts of urbanization on the populations of the listed and candidate species found on this tract.

The tract was previously approved for acquisition with Section 6 grant funds, but the prior owner, Roy Blizzard, declined Travis County's offers and counter-offered with a sales price that could not be supported by an appraisal. The new owner, New Life International, is a 501(c)3 organization based in Tennessee. Travis County recently obtained a new appraisal, after the new owners indicated an interest in selling the land for Preserve.

Spezia

108.68 Acres

Seller's Asking Price: \$2,173,600

The Spezia tract is adjacent to New Life International and BCP lands managed by Travis County, the Lower Colorado River Authority and the Nature Conservancy. The tract consists primarily of deeply incised canyons forested with mature mixed oak-hardwood-Ashe juniper typical of high quality breeding habitat for the golden-cheeked warbler. Protection of this site would directly protect a number

¹ Texas Parks and Wildlife Department, Texas Comprehensive Wildlife Conservation Strategy 2005-2010 (aka Texas Wildlife Action Plan), 1,131 pgs plus maps, http://www.tpwd.state.tx.us/publications/pwdpubs/pwd_pl_w7000_1187a/ (accessed 22 July 2009).

of breeding pairs of golden-cheeked warblers and reduce the edge effects created by the adjacent golf course and 760 acre single-family home subdivision.

The parcel also contains upland areas containing geology and vegetation types typical of nearby occupied black-capped vireo habitat. BCP staff wasn't able to survey the tract during nesting season, but were able to conduct one field visit and confirm that the upland areas could be managed to support habitat for the black-capped vireo. The property is contiguous to tracts known to host breeding black-capped vireos, and protection of this site would expand the area managed to support this listed species.

Most of the Spezia tract was identified as karst habitat zones 1 and 2 in the HCP, indicating "areas known to contain endangered cave species" or "areas that probably contain endangered cave species"².

This is the final tract needed to complete an area in the Cypress Creek Macrosite that has been the subject of focused acquisition efforts for more than a decade. The USFWS identified this area as one of its highest priorities for species protection.

PART 5: FY10 ALTERNATE TRACTS PROPERTY DESCRIPTIONS

Horse Thief Hollow Ranch

550 Acres

Seller's Asking Price: \$60,000 per acre (\$33 million)

Horse Thief Hollow Ranch is the largest remaining, privately-held tract within the BCP acquisition boundary. Protection of this tract is critical to completing what the HCP identifies as the most important macrosite in the preserve to support the recovery of the golden-cheeked warbler. The Bull Creek macrosite has been documented to have among the highest densities of breeding golden-cheeked warblers in the species' range, and this tract is at the core of over 4,900 acres of contiguous high-quality occupied breeding habitat, already protected within the BCP. The tract consists primarily of steep slopes with almost continuous canopy coverage of oak-juniper mixed hardwood forest.

In addition to protecting habitat for the golden-cheeked warbler, black-capped vireos have been verified on adjacent preserve tracts. A site visit by Travis County biologists identified geology and vegetation on the property typical of occupied vireo habitat in this part of the species' range. Relatively sparse vegetated plateau areas that once formed the center of (now discontinued) livestock ranching operations are currently growing into single-age stand Ashe juniper with mid-successional woody brush which may provide nesting and rearing habitat for black-capped vireos. No nesting season survey has been performed on the property to date, though proximity to other occupied habitat and the presence of typical vegetation and geology gives this tract a high likelihood that portions of the property could be successfully managed for black-capped vireos.

The Jollyville Plateau salamander, currently a candidate species under the ESA, is found throughout the Bull Creek drainage and is known to occur on the subject tract³. Protection of Horse Thief Hollow

² "Geological Controls on Cave Development and the Distribution of Cave Fauna in the Austin, Texas Region", prepared for the USFWS by George Veni and Associates, April 1991

Ranch under the BCP would allow monitoring and management of this poorly studied species, currently considered a "high priority" species for conservation action under Texas' Wildlife Action Plan⁴.

The property also contains significant acreage within identified BCCP karst habitat zones 1 and 2, indicating "areas known to contain endangered cave species" or "areas that probably contain endangered cave species"⁵.

Bowman

85.92 Acres

Seller's Asking Price: \$5.5 million

This property provides habitat for the golden-cheeked warbler in the North Lake Austin macrosite. This tract consists primarily of dense oak-juniper woodland and riparian vegetation associated with Coldwater Creek and the several intermittent creeks located on the property.

Webb

168 Acres

Seller's Asking Price: \$10.5 Million (reduced from \$16.5 million in 2008)

This property, located in the North Lake Austin macrosite, surrounds the Franzetti Preserve, a conservation easement managed by Travis County associated with the mitigation requirements of a USFWS 10(a) permit. Acquisition of this tract would bridge a gap between other Preserve tracts in the macrosite, providing contiguous protected habitat areas managed for the benefit of the species. The property is characterized by steep canyons and plateaus of oak-juniper woodlands providing dense habitat for the golden-cheeked warbler. Acquisition is essential to prevent fragmentation. Property values in this macrosite are among the highest in Travis County, though the market for high-end properties has fallen. USFWS is in the process of completing a Section 10(a) "Incidental Take" permit for this tract indicating that the proposed development plan would adversely impact approximately 196 acres of golden-cheeked warbler habitat. Issuance of this permit therefore will dramatically increase the degree of development threat to the habitat on this and surrounding preserve tracts.

³ City of Austin Watershed Protection Department, Environmental Resource Management Division, "Jollyville Plateau Water Quality and Salamander Assessment", October 1999

⁴ Texas Parks and Wildlife Department, Texas Comprehensive Wildlife Conservation Strategy 2005-2010 (aka Texas Wildlife Action Plan), 1,131 pgs plus maps, http://www.tpwd.state.tx.us/publications/pwdpubs/pwd_pl_w7000_1187a/ (accessed 22 July 2009).

⁵ "Geological Controls on Cave Development and the Distribution of Cave Fauna in the Austin, Texas Region", prepared for the USFWS by George Veni and Associates, April 1991

PART 6: SUMMARY OF PROPOSED TRACTS FOR FY10

	Acreage	Price Per Acre	Land Costs	Associated Costs	Federal Share (60%)	County Match (40%)*	Total Cost
FY10 Priority Tracts							
New Life International	260.40	17,992	4,685,000	93,700	2,867,220	1,911,480	4,778,700
Spezia	108.68	20,000	2,173,600	43,472	1,330,243	886,829	2,217,072
Total Grant Request			6,858,600	137,172	4,197,463	2,798,309	6,995,772

	Acreage	Price Per Acre	Asking Price	Associated Costs	Total Cost
Alternate Tracts					
Horse Thief Hollow Ranch	550.00	60,000	33,000,000	660,000	33,660,000
Webb	168.00	62,500	10,500,000	210,000	10,710,000
Bowman	85.92	64,013	5,500,000	110,000	5,610,000
Total	803.92		49,000,000	980,000	49,980,000

* Travis County proposes to overmatch acquisition costs in FY10

PART 7: FEDERALLY LISTED SPECIES WITHIN THE BCP

Common name	Scientific name	Status
Black-capped vireo	<i>Vireo atricapillus</i>	Endangered
Golden-cheeked warbler	<i>Dendroica chrysoparia</i>	Endangered
Tooth Cave pseudoscorpion	<i>Tartarocreagris texana</i>	Endangered
Tooth Cave spider	<i>Neoleptoneta myopica</i>	Endangered
Bee Creek harvestman	<i>Texella reddelli</i>	Endangered
Bone Cave harvestman	<i>Texella reyesi</i>	Endangered
Tooth Cave ground beetle	<i>Rhadine persephone</i>	Endangered
Kretschmar Cave mold beetle	<i>Texamaurops reddelli</i>	Endangered
Canyon mock-orange	<i>Philadelphus ernestii</i>	species of concern
Texabama croton	<i>Croton alabamensis</i>	species of concern
Flatworm	<i>Sphalloplana mohri</i>	species of concern
Ostracod	<i>Candona</i> sp. nr. <i>stagnalis</i>	species of concern
Isopod	<i>Caecidotea reddelli</i>	species of concern
Isopod	<i>Trichoniscinae</i> N. S.	species of concern
Isopod	<i>Miktoniscus</i> N. S.	species of concern
Spider	<i>Cicurina wartoni</i>	species of concern
Spider	<i>Cicurina ellioti</i>	species of concern
Spider	<i>Cicurina bandida</i>	species of concern
Spider	<i>Cicurina reddelli</i>	species of concern
Spider	<i>Cicurina reyesi</i>	species of concern
Spider	<i>Cicurina cueva</i>	species of concern
Spider	<i>Cicurina travisae</i>	species of concern
Spider	<i>Neoleptoneta cocinna</i>	species of concern
Spider	<i>Neoleptoneta devia</i>	species of concern
Spider	<i>Eidmannella reclusa</i>	species of concern
Pseudoscorpion	<i>Aphrastochthonius</i> N. S.	species of concern
Pseudoscorpion	<i>Tartarocreagris reddelli</i>	species of concern
Pseudoscorpion	<i>Tartarocreagris intermedia</i>	species of concern
Pseudoscorpion	<i>Tartarocreagris</i> N. S. 3	species of concern
Harvestman	<i>Texella spinoperca</i>	species of concern
New Comanche Trail Cave Harvestman	<i>Texella comanche</i>	species of concern
Millipede	<i>Speodesmus</i> N. S.	species of concern
Ground beetle	<i>Rhadine s. subterranea</i>	species of concern
Ground beetle	<i>Rhadine s. mitchelli</i>	species of concern
Ground beetle	<i>Rhadine austinica</i>	species of concern

ATTACHMENT B: Willing Seller Letters

13



New Life
INTERNATIONAL

103 Continental Place, Suite 200 | Brentwood, Tennessee 37027

p 615.309.5030 f 615.309.5031

RECEIVED

MAR 09 2009

TNR

March 3, 2009

Melinda Mallia
Environmental Project Manager
Travis County TNR
P.O. Box 1748
Austin, Texas 78767

Via Regular Mail and Electronic
Transmission

John Hille, Assistant Travis County Attorney
314 W. 11th Street, #300
Austin, Texas 78701

Re: 260.4 acres in Travis County, TX
HCP Land Acquisition Assistance Program

Dear Ms. Mallia and Mr. Hille:

New Life International ("New Life") currently owns approximately 260.4 acres of land, more or less, on the north side of FM 2769 approximately 0.75 miles east of Bullick Hollow Road, Travis County, Texas (Parcel: 01753701100000 - ABS 157 SUR 80 CRONEA C & ABS 2190 SUR 101 CODY M & VAR SURS ACR 260.40 [1-D-1]) [the "Property"], of which I am an authorized representative. This letter is to notify you that New Life is willing to sell this Property to Travis County for inclusion in the Balcones Canyonlands Preserve (BCP).

New Life estimates the Property's value to be \$27,000 per acre. However, it understands that the County must obtain an appraisal to substantiate same.

New Life understands that the County may utilize federal grant funds to purchase tracts within the BCP for the protection of endangered species habitat. This letter is offered to indicate our willingness to work with the County to sell the Property under the terms of Section 6 Habitat Conservation Plan Land Acquisition Assistance Program.

New Life understands that the terms of the program are as follows:

- landowner participation is voluntary
- tracts acquired with federal assistance are approved by the U.S. Fish & Wildlife Service
- an appraisal of the property must be done according to federal acquisition guidelines and state law
- federal funds will pay for 75% of the fair market value, as determined by the appraisal



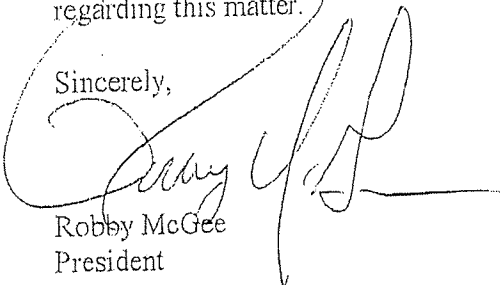
44

- the county will pay the 25% grant match
- to be eligible for acquisition, tracts must be located within the preserve boundary

If the County is agreeable to the above offer, an agreement of sale and purchase ("Contract") will be drafted and executed.

Please feel free to contact me directly or Amy Smith, Corporate Counsel, at asmith@newlifeint.org or at 615-309-5030, extension 117, if you have further questions regarding this matter.

Sincerely,



Robby McGee
President

KS

CODE: 0701

RECEIVED

APR 28 2009

TNR

April 15, 2009

Melinda Mallia
Environmental Project Manager
Travis County TNR
P.O. Box 1748
Austin, Texas 78767

Re: HCP Land Acquisition Assistance Program

Dear Ms. Mallia:

I am the representative of the 108.68 acre property located at FM 2769. This letter is to notify you that we are willing to sell this property to Travis County for inclusion in the Balcones Canyonlands Preserve (BCP) if the price offered to us is acceptable to us.

I estimate the property's value to be \$2,173,600 (\$20,000/acre)

I understand that the County may utilize federal grant funds to purchase tracts within the BCP for the protection of endangered species habitat. This letter is offered to indicate our willingness to work with the County to sell the property under the terms of the Section 6 Habitat Conservation Plan Land Acquisition Assistance Program.

I understand that the terms of the program are as follows:

- landowner participation is voluntary
- tracts acquired with federal assistance are approved by the U.S. Fish & Wildlife Service
- an appraisal of the property must be done according to federal acquisition guidelines and state law
- federal funds will pay for 75% of the fair market value, as determined by the appraisal
- the county will pay the 25% grant match
- to be eligible for acquisition, tracts must be located within the preserve boundary

Sincerely,

Catherine Spezia

Catherine Spezia
624 E. El Prado Dr.
San Antonio, Texas
78212
210-822-5929
210-219-9446

ATTACHMENT C: Map of Proposed Tracts for FY10

5

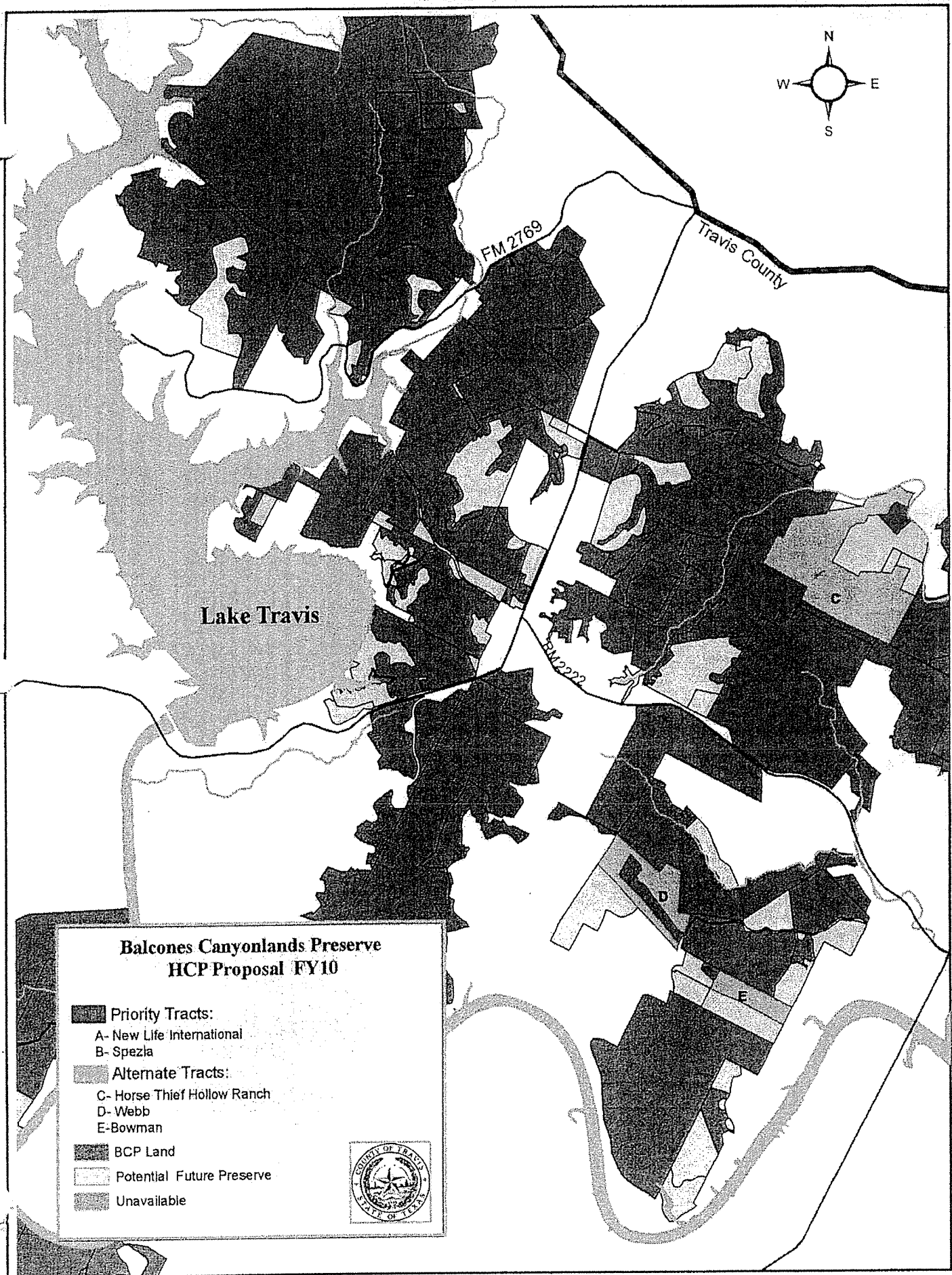


Exhibit C

Federal Form: Assurances –Non Construction Programs

**Federal Form: Certifications Regarding Debarment, Suspension and Other
Responsibility Matters, Drug-Free Workplace Requirements and Lobbying**

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

50

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ☒ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

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, and 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Samuel T. Biscoe, County Judge

TYPED NAME AND TITLE

DATE

Exhibit D

Grantee acknowledges that payment for the fee simple purchase is made available by a Non-Traditional Section 6 Endangered Species Habitat Land Acquisition Grant funded by the United States Secretary of the Interior, thereby creating a Federal interest in the fee simple purchase. The grantee shall not dispose of or encumber its title or other interest in the fee simple purchase without permission and instructions from the United States. In the event the grantee fails to fully comply with the terms and conditions set forth through the acceptance of the Non-Traditional Section 6 Endangered Species Habitat Land Acquisition Grant, Grant # E-124-L-1, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the fee simple purchase interest acquired with the grant funds or the grant funds themselves shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with instructions from the United States and applicable law.

No right of access by the general public is granted to any portion of the property subject to the fee simple purchase merely by virtue of the fact that all or a portion of the fee simple purchase was acquired using federal grant funds or used as a match there under; provided, however, if the Grantee permits access to the general public then such access shall be open to all persons who are otherwise eligible regardless of race, color, national origin, sex, age or disability.

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:	Michael Williams/Financial Analyst
Phone Number:	854-7110

Grant Title:	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center			
Grant Period:	From:	9/1/2010	To:	8/31/2011
Grantor:				
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	54,109	0	0	11,124		65,233
Operating:	43,847	0	0	0		43,847
Capital Equipment:		0	0	0		0
Indirect Costs:	2,159	0	0	0		2,159
Total:	100,115		\$0	11,124	\$0	111,239
FTEs:	1			.5		1.5

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
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Total substance abuse assessments (Comprehensive Assessment Severity Inventories-CASIs) administered	1100	n/a	n/a	n/a	n/a	1100
Number and percent of assessed youth needing substance abuse treatment and/ or prevention	924 (84%)	n/a	n/a	n/a	n/a	924 (84%)
Number and percent of juveniles referred and/ or participating in substance abuse treatment/education	742 (67%)	n/a	n/a	n/a	n/a	832 (76%)
Measures For Grant						

Successful Completion	550	n/a	n/a	n/a	n/a	550
Outcome Impact Description	Number of youth completeing Program Requirements					
Full Assessments Given	1100	n/a	n/a	n/a	n/a	1100
Outcome Impact Description	Number of Program Youth fully assessed using risk and needs assessments.					
Recidivism	180	n/a	n/a	n/a	n/a	180
Outcome Impact Description	Number of Program youth who reoffend					
Services Received	800	n/a	n/a	n/a	n/a	800
Outcome Impact Description	Number of times services identified through youth assessment are actually received by the assessed youth					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the annual grant contract with the Office of the Governor, Criminal Justice Division for the existing Juvenile Assessment Center Grant Program. The supplemental funding supports the program, which provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination and screening for developmental disabilities at the front end of the referral process to the department so they can be directed to the appropriate services.

This is the continuation of an existing grant that was first approved in FY 99. The required grant match is met through the department existing budget and no additional resources are needed. In addition, the grant does not require the service level be continued after termination of the grant cycle. The Commissioners Court previously approved Permission to Continue on August 24, 2010 while awaiting this contract. PBO recommends approval of this request.

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

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system. Screening and assessing all youth at the front end of the referral process to TCJPD ensures proper service delivery and case management for youth with substance abuse issues, mental health disorders, and/or developmental delays. Proper screening and further assessments where indicated affords juveniles a greater opportunity to change their life-course when given proper supports at onset of activity in the juvenile justice system. The goal of this program is to screen and assess all youth who are referred to TCJPD in a timely fashion and direct them to appropriate services that may be needed to due substance abuse, mental health issues, and/or developmental delays in order to divert them from a path of serious, violent and chronic delinquency.

The grant will pay for one FTE Counselor and/or Therapist (licensed) at 100% and will match at 10% a Counselor and/or Therapist (non-licensed).

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.

The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requested of \$11,124 represents 10% requested of the match.

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

A 2% indirect cost rate has been calculated at \$2,159.

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

The Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the assessment center as well as other areas of Substance Abuse Services only after all other sources of funding have been exhausted.

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.

The Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO, Senior Budget Analyst

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

THROUGH: Michael Williams
Michael Williams
Senior Financial Analyst

SUBJECT: FY 2011 CJD JABG Local Juvenile Assessment Center

DATE: August 24, 2010

Mr. Gatlin,

Travis County Juvenile Probation Department (TCJPD) has been awarded \$100,115 through the Office of The Governor (OOG); the Juvenile Accountability Block Grant (JABG) grant. This will be used to underwrite the Juvenile Assessment Center (JAC). The goal of this program is to screen and assess all youth at the front end of the referral process to TCJPD. This ensures timely service delivery and case management for youth with substance-abuse issues, mental-health disorders, and/or developmental delays in order to divert them from a path of serious, violent and chronic delinquency. The grant will pay for one FTE Counselor and/or Therapist (licensed) at 100% and will match at 10% a Counselor and/or Therapist (non-licensed).

Attached are the requisite Grant Summary Form, the grant award letter and the awarded application. In accordance with FY10 PBO regulations, **three originals and two copies** of the signed documents are en route to the Planning and Budget Office. **One copy** of all attached documents is being delivered to the County Attorney's Office for review; and **one copy** is being delivered to the County Auditor's Office.

Please review this item and place it on the **September 7th** Commissioner's Court agenda for their consideration and signature. You may contact Mike Williams at 854-7011 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Britt Canary, Deputy Chief
Dr. Daniel Hoard, Psychologist
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 16, 2010

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett", with a stylized flourish at the end.

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: JB-09-J20-13391-12
Program Fund: JB-Juvenile Accountability Incentive Block Grants
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: JABG Local Juvenile Assessment Center
Grant Period: 09/01/2010 - 08/31/2011
Liquidation Date: 11/29/2011
Date Awarded: August 16, 2010
CJD Grant Manager: Lance White

CJD Award Amount:	\$100,115.00
Grantee Cash Match:	\$11,124.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$111,239.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

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State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 16, 2010

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

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Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cidonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

Agency Name: Travis County

Grant/App: 1339112 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: JABG Local Juvenile Assessment Center

Status: Pending AO Acceptance of Award

Eligibility Information

Introduction

The Office of the Governor (OOG) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue. In addition, OOG requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by OOG, applicants must submit their applications according to the requirements provided in the **RFA**. OOG may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC*, §3.7.

Selection Process

All applications submitted to OOG are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC*, §3.7.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of OOG. The receipt of an application for grant funding by OOG does not obligate OOG to fund the grant or to fund it at the amount requested. Neither the approval of a project nor any grant award shall commit or obligate OOG in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. OOG makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC*, §3.7 and 3.9.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC*, §3.19.

Community Plans

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Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

OOG will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to OOG or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:
Created on:12/8/2009 3:09:01 PM By:Michael Williams

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:

Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials on Active Grants:


To reassign a grant official - **Authorized Official**, **Financial Officer**, **Project Director**, or **Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**. Next, go to the Request Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then

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click the 'Create Adjustment Request' button. This will open the Profile.Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify.Adjustment tab and click on the 'Certify Adjustment' button to send your request to OOG for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

•  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County
Project Title: JABG Local Juvenile Assessment Center
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704
Payment Address Line 1: P.O. Box 1748
Payment Address Line 2:
Payment City/State/Zip: Austin Texas 78767-1748
Start Date: 9/1/2010
End Date: 8/31/2011

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:
Authorized Official
User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Agency:
Title: The Honorable
Salutation: Judge

Project Director
User Name: Estela Medina
Email: estela.medina@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7069 Other Phone:
Fax: 512-854-7097
Agency:
Title: Ms.
Salutation: Chief

Financial Official
User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Agency:
Title: Ms.
Salutation: Ms.

Grant Writer
User Name: Michael Williams
Email: michael.williams@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin , Texas 78704
Phone: 512-854-7011 Other Phone: 512-963-9196
Fax: 512-854-7097
Agency:
Title: Mr.
Salutation: Mr.

Grant Vendor Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable). Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Financial Management Tools

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


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

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

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

Getting Started

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Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: P.O. Box 1748

Payment Address Line 2:

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

Narrative Information

Introduction


The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible. Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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

Getting Started

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Primary Mission and Purpose

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be*

held to that amount throughout the grant period.

Local Advisory Board – Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed below.

Note: Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.

Enter the number of advisory group members representing **Police Departments:**

1

Enter the number of advisory group members representing **Sheriff Offices:**

1

Enter the number of advisory group members representing **Prosecutors:**

1

Enter the number of advisory group members representing **Juvenile Courts:**

1

Enter the number of advisory group members representing **Schools:**

1

Enter the number of advisory group members representing **Businesses:**

0

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):

1

Local Advisory Board Resolution – A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Prevention and Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Waiver of Funds - Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available here or can be downloaded from CJD's website at <https://cjdonline.governor.state.tx.us/updates.aspx>. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

☐ Yes

☐ No

☒ N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - \$25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Ten Essential Characteristics

Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach - The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement - Early identification and prompt placement of eligible participants in the program.

Access - Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring - Monitoring of abstinence through weekly alcohol and other drug testing.

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Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction – Ongoing judicial interaction with program participants.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships – Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- ☐ Pre-adjudication
- ☐ Post-adjudication
- ☐ Reentry
- ☐ Civil
- ☒ N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (*e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court*). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

n/a

Drug Court Date - If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).

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- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- ☐ Adult
- ☐ Family
- ☐ Juvenile
- ☒ N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☒ N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Persons eligible for appointment may not be a former or retired judicial officer. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☒ N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Enter the name of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Note: The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- ☐ Yes
- ☐ No
- ☒ N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

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☐ Yes
☐ No
☒ N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess, Employment Specialist

Enter the Address for the Civil Rights Liaison:

Travis County Human Services 1010 Lavaca St., Second Floor Austin, Texas 78701

Enter the Phone Number for the Civil Rights Liaison:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Discretionary Solicitations.

☒ **I certify to all of the above eligibility requirements.**

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

In Travis County, juvenile offenders with unidentified challenges (mental health issues, substance abuse, and developmental delays, to name a few) have lower success rates of compliance with societal rules in general and more stringent rules of probation in particular. If these challenges remain unidentified, these same youth return to Court as a result of non-compliance or subsequent offenses.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

Juveniles referred to TCJPD receive assessments to screen for mental health and substance abuse issues through the Juvenile Assessment Center (JAC) prior to adjudication. By accurately assessing youth early in the process, juvenile offenders are directed to the most appropriate treatment services to receive the proper support needed in order to reduce the likelihood of re-offending. The JAC rapidly screens and assesses referred youth; increases efficiency, and reduces the number of supervision violations by identifying challenges at the front-end of the juvenile-justice process, challenges underlying substance abuse, mental health, educational, and developmental obstacles. In FY 08, 35% (608/1,745) juveniles indicated a need for further mental health assessments. Furthermore, 46% (615/1,327) indicated a need for further substance abuse screening. Those whose mental health assessment identified a mental health need had a lower rate of recidivism (13%) than those in the general population who did not (21%). Conversely, those identified as having a substance abuse treatment need had a higher recidivism rate (22%) than those in the general population who did not (14%).

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Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County 2009-10 Community Plan JJDP Funding Priority #3 addresses Mental Health Services to at-risk youth who are chemically dependent. According to CAPCOG, the FY 2010-11 Community Planning process will begin Spring 2011. TCJPD participates every year in this process.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

To identify at the front-end of the juvenile-justice system challenges pertaining to substance abuse, mental health, and educational needs of youth referred Travis County Juvenile Probation Department then expedite linkage to identified services and provide recommendations to the Court.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

n/a

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Youth with unidentified special needs have a low success rate of compliance with their rules of probation. Often problems are identified after adjudication or disposition, many times resulting as an issue of non-compliance or even subsequent offenses. In FY08, there were 5,789 youth referred to the Travis County Juvenile Probation Department for a criminal offense/violation of probation. All Juveniles referred to Travis County Juvenile Probation Department (TCJPD) receive a Substance Use Survey (SUS) Screening Inventory. When indicated by the SUS, a Comprehensive Assessment Severity Inventory (CASI) is completed by a qualified credential counselor. The assessment will then undergo a multi-disciplinary staffing that will identify the needed services and any additional assessments. The recommendations include service type, service level, provider, and the initial appointment time. The goal of this project is to rapidly identify substance abuse, mental health, and educational needs of youth between the ages of 10 through 16 years old, referred to the Travis County Juvenile Probation Department then expedite linkage to identified services and provide the recommendation to the Court. In meeting its objectives through this program, it was determined that 799 (76%) youth from the 1057 screenings completed had some substance use involvement. A comprehensive assessment was administered to 817 youth with 712 being linked to treatment and 105 being linked to education/prevention services.

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

Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **red delete** icon - click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- ☐ Prevention and Early Intervention at First Offense
- ☐ Gang Prevention and Intervention
- ☒ Specialized Treatment Services
- ☐ Juvenile Justice System Impact

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?

- ☐ Yes
- ☐ No
- ☒ N/A

List the members of your drug court team and describe their role in supporting the participants.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

Provide your project's policy on drug testing participants.

Describe the process you will use to determine your project's effectiveness.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

0

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

Fees collected by your County in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances):

Provide the total collected in the previous fiscal year by your county. (The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.)

0

Of the fees collected in your county, provide the amount that was directed to your project?

0

Describe how your project used those fees?

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Risk and Needs Assessment	100.00	Youth physically referred to the Travis County Juvenile Probation Department will receive a Substance Use Survey (SUS) Screening Inventory. When indicated by the SUS, a comprehensive Assessment Severity Inventory (CASI) is completed by a qualified counselor. The assessment will then undergo a multi-disciplinary staffing that will identify the needed services and any additional assessments. The recommendations include service type, service level provider, and the initial appointment time.

Geographic Area:

The geographic area is Travis County, Texas

Target Audience:

All youth presented to the Travis County Juvenile Probation Department Intake Unit.

Gender:

Male and Female

Ages:

Youth between the ages of 10 through 16.

Special Characteristics:

Youth are screened and if indicated, the target group will receive a comprehensive assessment related to substance abuse or mental health problems.





Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute ([PPRI](#)).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanctions approaches.	1050	1100

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
-----------------------	--------------	--------------

Objective Outcome Measures

OUTCOME MEASURE	CURRENT	TARGET
-----------------	---------	--------



	DATA	LEVEL
Number of program youth completing program requirements.	462	550
Number of program youth fully assessed using risk and needs assessments.	1050	1100
Number of program youth who reoffend.	164	180
Number of times services identified through youth assessment are actually received by the assessed youth.	719	800

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------


Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;

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3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- ☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes: conducting site visits; making weekly contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where a contractor's performance is deficient; resolving disputes in a timely manner; and maintaining appropriate records.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- ☐ Yes
☐ No
☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- ☐ Yes
☐ No
☒ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2010

Enter the End Date [mm/dd/yyyy]:

9/30/2011

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

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

10974394

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

5573581

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

☒ Yes

☐ No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2009

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;

- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- ☐ Type I Entity
- ☐ Type II Entity
- ☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
- ☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

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Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for OOG grant funds.

***Note:** If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.*

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes

☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes

☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes

☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information






Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of OOG funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button.

Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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

-  = a **plus** icon – click on this icon to expand a list of items.
-  = a **minus** icon – click on this icon to collapse a list of items.
-  = a **new** icon – click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect costs: 2% of the CJD-funded direct costs.	\$2,159.00	\$0.00	\$0.00	\$0.00	\$2,159.00	0
Personnel	Counselor and/or Therapist (licensed)	Personnel: Chemical Dependency Counselor-Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention.	\$54,109.00	\$0.00	\$0.00	\$0.00	\$54,109.00	100
Personnel	Counselor and/or Therapist (non-licensed)	Part Time Chemical Dependency Counselor: Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention.	\$0.00	\$11,124.00	\$0.00	\$0.00	\$11,124.00	34
Contractual and Professional Services	Mental Health Assessment Services	Contractual and Professional Services: For psychiatric/psychological	\$43,225.00	\$0.00	\$0.00	\$0.00	\$43,225.00	0

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		evaluations, mental health and substance abuse assessments, and counseling.						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Supplies will be used for day-to-day operations which may include assessment materials, office supplies, and project supplies.	\$622.00	\$0.00	\$0.00	\$0.00	\$622.00	0



Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries. For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Travis County Juvenile Probation General Fund	Cash Match	\$11,124.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$11,124.00	\$11,124.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$43,225.00	\$0.00	\$0.00	\$0.00	\$43,225.00
Indirect Costs	\$2,159.00	\$0.00	\$0.00	\$0.00	\$2,159.00
Personnel	\$54,109.00	\$11,124.00	\$0.00	\$0.00	\$65,233.00
Supplies and Direct Operating Expenses	\$622.00	\$0.00	\$0.00	\$0.00	\$622.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$100,115.00	\$11,124.00	\$0.00	\$0.00	\$111,239.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** GrantWriter



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 Department
Contact Person/Title:	Alan Miller/Financial Analyst
Phone Number:	(512) 854-5628

Grant Title:	Access and Visitation-Cooperative Parent Program		
Grant Period:	From:	09/1/2010	To: 8/31/2011
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	<i>County Match</i>	In-Kind	TOTAL
Personnel:			\$0	\$2,907		\$2,907
Operating:	\$29,070					\$29,070
Capital Equipment:						
Indirect Costs:						
Total:	\$29,070	0	\$0	\$2,907	0	\$31,977
FTEs:						

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
		12/31/10	3/31/10	6/31/10	9/30/12	
Applicable Depart. Measures						
Telephone inquiries	2796	N/A	N/A	N/A	N/A	2796
Applicants	120	N/A	N/A	N/A	N/A	120
Orientation hours provided	36	N/A	N/A	N/A	N/A	36
Orientation attendees	180	N/A	N/A	N/A	N/A	180
Education hours provided (CPP classes offered)	216	N/A	N/A	N/A	N/A	216
Cooperative Parenting class attendees per year	996	N/A	N/A	N/A	N/A	996
Number of conflict resolution services provided per year	72	N/A	N/A	N/A	N/A	72
Counseling Referrals	36	N/A	N/A	N/A	N/A	36
Services provided by attorney	120	N/A	N/A	N/A	N/A	120

Active Cooperative Parenting Program cases (monthly average = 70 active cases per month)	840	N/A	N/A	N/A	N/A	840
Educational workshops conducted	48	N/A	N/A	N/A	N/A	48
Workshop attendees	600	N/A	N/A	N/A	N/A	600
Hearings avoided	48	N/A	N/A	N/A	N/A	48
Increased parenting time for non-custodial parent	144	N/A	N/A	N/A	N/A	144
Measures For Grant						
Telephone inquiries	2796	N/A	N/A	N/A	N/A	2796
Outcome Impact Description	Questions answered on the Visitation process in Travis County.					
Applicants	120	N/A	N/A	N/A	N/A	120
Outcome Impact Description	Number of people who formally apply to the Child Cooperative Parenting program. These parents are given offered visitation services.					
Orientation hours provided	36	N/A	N/A	N/A	N/A	36
Outcome Impact Description	Summary of program goals and services.					
Orientation attendees	180	N/A	N/A	N/A	N/A	180
Outcome Impact Description	Number of people to provide opportunity to provide program education.					
Education hours provided (CPP classes offered)	216	N/A	N/A	N/A	N/A	216
Outcome Impact Description	Nine hour required Cooperative Parent Classes (CPP).					
Cooperative Parenting class attendees per year	996	N/A	N/A	N/A	N/A	996
Outcome Impact Description	Total attendance of CPP classes for the year.					
Number of conflict resolution services provided per year	72	N/A	N/A	N/A	N/A	72
Outcome Impact Description	Settlement conferences and mediations conducted.					
Counseling referrals	36	N/A	N/A	N/A	N/A	36
Outcome Impact Description	Number of people referred to counseling.					
Active Cooperative Parenting Program cases (monthly average = 70 active cases per month)	840	N/A	N/A	N/A	N/A	840
Outcome Impact Description	Number of cases actively enrolled in program. Receive on-going visitation services.					
Educational workshops conducted	48	N/A	N/A	N/A	N/A	48
Outcome Impact Description	Cooperative Parenting education workshops given.					
Workshop attendees	600	N/A	N/A	N/A	N/A	600
Outcome Impact Description	Number of people attending workshops.					
Hearings avoided	48	N/A	N/A	N/A	N/A	48
Outcome Impact Description	Case settlement.					
Increased parenting time for non-custodial parent	144	N/A	N/A	N/A	N/A	144

Outcome Impact Description	Monthly measurements of visitation for the non-custodial parent.					
Services provided by attorney	120	N/A	N/A	N/A	N/A	120
Outcome Impact Description	Legal work performed by attorney which include motions, hearings, negotiations, etc.					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the annual contract with the Office of the Attorney General for the Access and Visitation Grant – Cooperative Parent Program. The program promotes compliance with Travis County court orders regarding child access and visitation. The grant requires a cash match that is met through existing resources.

PBO recommends approval of this request 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?

This contract continues the existing Access and Visitation grant program for FY 11. The grant funds the on-going Cooperative Parenting Program, which promotes compliance with Travis County court orders regarding child access and visitation. This grant supports contracted services for counseling at LifeWorks and program operating expenses. This grant funds the instructor for the Cooperative Parenting Classes, attended by both applicants to DRO for visitation enforcement and by parents in family litigation ordered by the Travis County District Courts. This application will also expand to provide preventive workshops to parents in regards to Access and Visitation issues, and includes funds for Spanish interpreter for the workshops.

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

There are no long term funds County Funds associated with this grant. This is an option renewal for 2012.

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 10% match. To meet this requirement, \$2,907 has been included as the County's match and will be covered by utilizing the salary of a visitation attorney.

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

Indirect costs are a valid budget category but have not been requested as a part of this grant.

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

It is not anticipated that this program will discontinue. In the event the grant program were to terminate, the Department intends to request subsequent year continuation funding for this program through other proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the project as well as other areas of the Domestic Relations Office

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

Not applicable.

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.

Grant-funded contractors provide client assistance in the Access and Visitation program that cannot be provided at Domestic Relations because of conflicts of interest. These services include instruction of the Cooperative Parenting Program classes and family and individual counseling. The number of children who have access to both parents increases every year with every successful visitation case resolved, and this has the corresponding benefit of generally reducing conflict and increasing the regularity of child support payments.

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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM:

Estela P. Medina

Estela P. Medina
Chief Juvenile Probation Officer

THROUGH:

Alan Miller

Alan Miller
Financial Analyst

SUBJECT: FY11-12 Access and Visitation Cooperative Parent Program

DATE: August 24, 2010

Juvenile Probation Domestic Relations Office is requesting approval to submit a Contract for funding through the Office of the Attorney General for the Access and Visitation Grant. The Department is requesting funding in the amount of \$29,070 and will supply the 10% required match through existing funds.

The grant funds the on-going Cooperative Parenting Program, which promotes compliance with Travis County court orders regarding child access and visitation. This grant supports contracted services with LifeWorks for counseling. This allows parents in the visitation enforcement program another option for optimal co-parenting. This grant funds the instructors for the Cooperative Parenting Classes, attended by both applicants to DRO for visitation enforcement and by parents in family litigation ordered by the Travis County District Courts.

Please review this item and place it on the **September 7, 2010** Commissioner's Court Agenda for their consideration and signature. If you have any questions, please give me a call at ext. 4-5628.

Thank you in advance for your attention to this request.

CC: Scot Doyal
Ellie Ortiz
Jim Connolly
Dede Bell
Sylvia Mendoza



**CONTRACT FOR
ACCESS AND VISITATION GRANT
BETWEEN THE
OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS
AND
TRAVIS COUNTY**

Contract No.:11-C0109

ARTICLE 1 INTRODUCTION

SECTION 1.1 PARTIES

This Contract ("Contract") is entered into by and between the Office of the Attorney General of the State of Texas ("OAG") and Travis County ("Contractor"). The OAG and the Contractor may be referred to in this Contract individually as a "Party" and collectively as "Parties."

SECTION 1.2 AUTHORITY

This Contract is entered into pursuant to 42 U.S.C. §669b, which enables states to establish and administer programs to support and facilitate Non-Custodial Parents' access to and visitation of their children.

SECTION 1.3 PURPOSE OF CONTRACT

1.3.1 Background

This Contract establishes the conditions under which the OAG shall provide funding to the Contractor in accordance with applicable state and federal laws, regulations, and rules. Grants to states for access and visitation programs are funded under the Catalog of Federal Domestic Assistance ("CFDA") No. 93.597 and are regulated under Title 45 of the Code of Federal Regulations ("C.F.R.").

The enabling legislation for the access and visitation programs requires that federal funds be used by states "... to establish ... programs to support and facilitate Non-Custodial Parents' access to and visitation of their children." The State of Texas has chosen to select programs offering services in one or more of the following activities for funding: mediation (both voluntary and mandatory); counseling; education; development of parenting plans; visitation enforcement (including litigation); development of guidelines for visitation; alternative custody arrangements; and alternative dispute resolution (other than mediation). The OAG refers to programs administered by contractors receiving access and visitation program funds through the OAG as "Shared Parenting Programs." The Contractor submitted a grant application for these funds, titled Shared Parenting Grant Application, Fiscal Years 2011 and 2012 ("Shared Parenting Grant Application"), a copy of which is attached hereto as Attachment A and made a part hereof.

1.3.2 Source of Funding

Funds paid by the OAG to the Contractor under this Contract are Access and Visitation Grant funds awarded to the OAG by the U.S. Department of Health and Human Services ("DHHS").

SECTION 1.4 DEFINITIONS

All terms defined below shall remain capitalized throughout this Contract when reference is to the definitions listed below.

TERM	DEFINITION
Auditing Entities	The Office of the Attorney General of the State of Texas, the Texas State Auditor's Office, the U.S. Department of Health and Human Services, the Comptroller General of the U.S., or any of their duly authorized representatives or successors.
Contractor	The entity identified in Section 1.1. The Contractor is also a sub-recipient of the Access and Visitation Grant funds.
Controlled Correspondence	Numbered and tracked correspondence on important Contract-related issues. Pursuant to Section 5.1, the OAG shall manage the controlled correspondence process.
Costs Incurred	Cost principle which includes the accrued method of accounting or costs actually paid.
Equipment	The OAG does not allow for funding of equipment through this Contract.
Non-Custodial Parent (NCP)	An individual who owes, or is alleged to owe, a duty of child support and who does not have primary custody of the child needing support.
Supplies	Consumable goods.
Salary	The gross salary, including payroll-related taxes, for an employee.
State of Texas	Also referred to as "state," this term means or includes the OAG.

SECTION 1.5 CONTRACTOR'S WARRANTIES

In executing this Contract with the Contractor, the OAG relies on the Contractor's following warranties. Any warranty found to be false shall constitute a material breach of this Contract and serve as grounds for termination of this Contract:

1.5.1 Compliance with Federal Procedures

- The Contractor shall comply with 45 C.F.R. 303.109 regarding monitoring, evaluating, and reporting data.
- The Contractor is conducting and shall continue to conduct its Shared Parenting Program in an effective and efficient manner.
- The Contractor shall comply with federal evaluation, reporting, and data collection requirements.
- The Contractor's Shared Parenting Program contains safeguards to ensure the safety of parents and children.

1.5.2 The Contractor's Ability and Experience

The Contractor warrants that it, including its subcontractors, is an existing provider of the services and deliverables contemplated by this Contract and that the Contractor has the skills, qualifications, expertise, financial resources, and experience necessary to perform the responsibilities of this Contract

in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities in the past two years.

1.5.3 The Contractor Understands OAG's Needs

The Contractor warrants that, during the grant application process, it has had the opportunity to review and fully understand the Access and Visitation Grant program and understand the OAG's objectives in entering into this Contract. Based on such review and understanding, the Contractor currently has the capability to satisfy the terms and conditions of this Contract.

1.5.4 The Contractor Is Authorized to Execute This Contract

The Contractor warrants that it has been duly authorized to execute this Contract and perform the responsibilities herein and that no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for the Contractor to enter into this Contract and perform its obligations hereunder. Further, the Contractor assures the OAG that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of the Contractor's business or operations. The Contractor shall maintain all required certifications, licenses, permits, and authorizations during the term of this Contract.

1.5.5 Efficiency and Cost-Effectiveness

The Contractor warrants that it shall use its best efforts to perform the responsibilities of this Contract in the most efficient and cost-effective manner practicable, consistent with the required level of quality.

SECTION 1.6 CONTRACTOR'S AFFIRMATIONS AND CERTIFICATIONS

The Contractor shall comply with Section 11 of the Shared Parenting Grant Application. The Contractor affirms the following statements are true. Any statement found to be false shall constitute a material breach of this Contract and serve as grounds for termination of this Contract:

- The Contractor has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract;
- The Contractor shall comply with all applicable certifications required by federal law and, upon execution of this Contract, shall sign all applicable certifications, attached and referenced in Section 9.8.1.

SECTION 1.7 CONSTRUCTION OF THIS CONTRACT

1.7.1 Global Drafting Conventions

The terms "include," "includes," and "including" are terms of inclusion and, where used in this Contract, are deemed to be followed by the words "without limitation."

Unless explicitly stated otherwise, any references to "Sections," "Articles," "Exhibits," or "Attachments" are deemed to be references to the Sections, Articles, Exhibits, and Attachments to this Contract.

1.7.2 Contract Headings

The Article and Section headings in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract.

ARTICLE 2 TERM OF THIS CONTRACT

SECTION 2.1 CONTRACT START

This Contract shall commence on September 1, 2010.

SECTION 2.2 CONTRACT END AND EXTENSION

Contract shall automatically expire on August 31, 2011. Based on satisfactory performance by the Contractor and compliance with all terms and conditions of this Contract, the OAG, at its discretion, may extend the expiration date of this Contract to any date up to August 31, 2012. No commitment of funds is permitted prior to the first day or subsequent to the last day of the term of this Contract.

ARTICLE 3 SCOPE OF WORK AND PARTY RESPONSIBILITIES

SECTION 3.1 DUTIES OF CONTRACTOR

The Contractor shall provide direct services to its clientele in the manner prescribed hereunder and in accordance with its Shared Parenting Grant Application. The Contractor's Shared Parenting Program must include one or more of the following services, as required by 42 U.S.C. §669b(a):

- alternative dispute resolution (other than mediation);
- mediation (both voluntary and mandatory);
- counseling, including crisis intervention; reunification; therapeutic supervision, parental alienation, cooperative parenting, parent-child therapy, or other family related therapy;
- education (multi-media, community outreach, classroom, etc.), including but not limited to, cooperative parenting classes, or other education materials presented to increase participants' knowledge for effective, positive parenting of children and youth, coping with divorce/separation issues, and never married issues;
- reduction of conflict between parents;
- development and interpretation of parenting plans and their practical, day-to-day implications;
- visitation enforcement (including monitoring, supervision, litigation, and neutral drop-off and pick-up); and
- development of guidelines for visitation and alternative custody arrangements.

The Contractor shall provide the specific services detailed in Section 3.2, Scope of Work and in Attachment B, Performance Indicator Report.

SECTION 3.2 SCOPE OF WORK

The following summary sets forth the services to be provided by the Contractor pursuant to this contract:

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3.2.1 Services to Be Provided by Contractor

- Contractor shall provide the following services:
 - IV-D court education
 - Cooperative parenting education classes
 - Referral to counseling for parents
 - Alternative dispute resolution services
 - Legal screening of orders for eligibility for visitation enforcement services after completing parent education and alternative dispute resolution (ADR) services
 - Friend of the court services for visitation enforcement, if parent education, alternative dispute resolution, and pretrial conferences do not resolve visitation issues
- Contractor shall provide staff for the alternative dispute resolution services that meet the following minimum qualifications:
 - Completion of dispute resolution training
 - Completion of advanced family law mediation training
 - One (1) year experience conducting family law mediation/negotiation

3.2.1. Quality of Performance

The OAG expects the Contractor's performance under this Contract to continuously meet or exceed performance criteria over the term of this Contract. It is the intent of the OAG to establish a good working relationship with the Contractor and make a good faith effort to resolve problems identified by either the OAG or the Contractor. Identification of problems by either the OAG or the Contractor shall be sufficiently detailed to enable the Parties to make prompt decisions as to the best method for resolving the problem and continuing within the established time frames for performance under this Contract.

3.2.2 Contractor's Performance Measures

Satisfactory performance by the Contractor under this Contract shall be measured by adherence to:

- adherence to each of the provisions of this Contract, including the latest amendments or budget adjustments;
- grant guidelines for reimbursement of invoices in Sections 4.2 and 4.3;
- the Scope of Work Section 3.2 delivered to the OAG's satisfaction; and
- the performance indicators, in accordance with this Contract.

An addition or deletion of a service(s), as described in 3.1., Duties of Contractor, and 3.2, Scope of Work, requires an amendment to this Contract and a Performance Indicator Adjustment. The OAG may adjust service levels of existing performance measures/indicators for the Contractor through a Performance Indicator Adjustment.

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3.2.3 OAG Monitoring and Acceptance

The OAG shall notify the Contractor in writing of any deficiencies in the Contractor's performance. The Contractor shall, within five (5) business days of receipt of the notice of a deficiency, provide the OAG with a detailed written plan ("Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan is subject to approval of the OAG, which approval shall not unreasonably be withheld. The OAG may offer a solution to the deficiency in its notice of deficiency. If the OAG does recommend a solution and the Contractor does not incorporate this recommendation in its Corrective Action Plan, it must state why in the Corrective Action Plan.

If the Parties are unable to agree upon a Corrective Action Plan, the OAG may escalate the issue to the Contractor's executive management and OAG executive management. The OAG executive management or representatives and the Contractor's executive management shall agree to a Corrective Action Plan.

For purposes of this Contract, a deficiency includes a specific action of the Contractor that:

- violates a provision of this Contract or a provision of the regulations and rules listed in Table 3 in Section 4.2;
- fails to meet an agreed performance indicator; or
- represents a failure of the Contractor to be reasonably responsive to a reasonable request of the OAG for information, assistance, or support within the timeframe specified by the OAG.

3.2.4 No Suspension of Contract

Notwithstanding the submission and acceptance of a Corrective Action Plan, the Contractor remains responsible for achieving all required performance indicators. The acceptance of a Corrective Action Plan shall not excuse prior failure to meet performance indicators, relieve the Contractor of its duty to comply with performance indicators, or prohibit the OAG from pursuing other appropriate remedies for continued substandard performance. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor continues to be responsible for meeting the program objectives and performance indicators established in this Contract. Under these circumstances, the OAG shall not be liable for any detrimental consequences to the Contractor.

3.2.5 OAG's Remedies

The OAG, at its own discretion, may impose one or more of the following remedies for each deficiency and shall determine the scope and severity of the remedy on a case-by-case basis:

- Conduct accelerated monitoring of the Contractor. Accelerated monitoring means more frequent or more extensive monitoring shall be performed by the OAG than would routinely be accomplished;
- Require additional, more detailed, financial and/or programmatic reports be submitted by the Contractor in accordance with this Contract;
- Require the Contractor to obtain additional technical or management assistance and/or make modifications in business practices;

- Modify this Contract to reduce the amount of services or deliverables provided by the Contractor, with a corresponding adjustment to the Contract amount and budget, and instead seek another contractor to perform those removed services or deliverables; or
- Terminate or decline to extend this Contract.

SECTION 3.3 DUTIES OF OAG

The OAG shall reimburse the Contractor for Contractor's Contract-associated costs, as permitted by and to the extent limited by this Contract. The OAG shall also provide:

- project oversight and coordination through technical assistance and provision of resources, as necessary;
- assistance to the Contractor's staff to ensure compliance with federal and state grant guidelines;
- an OAG liaison for programmatic reports and compliance for direct services, as well as programmatic questions;
- best practices guidance in the provision of shared parenting services to Texas families;
- public information regarding other grantees' services; and
- compilation and maintenance of statistics necessary for the federal annual report.

ARTICLE 4 FINANCIAL MATTERS

SECTION 4.1 THE OAG'S MAXIMUM LIABILITY

Under no event shall this Contract exceed \$29,070.00, unless amended pursuant to Article 7.

SECTION 4.2 PAYMENT STRUCTURE

This Section is the controlling budget for this Contract. Prior written approval from the OAG is required if the Contractor anticipates the movement of any funds from a funded budget category to an unfunded budget category; or moving more than ten percent (10%) of the fiscal year budget from one funded budget category to another. Such written approval shall be provided by Controlled Correspondence. Any change to the total amount of this Contract, stated in Section 4.1, requires a proper amendment to this Contract.

The initial term for this Contract may be extended, by the OAG, from 12 months to 24 months, if the Contractor meets the requirements of this Contract, as determined by the OAG, and if sufficient funds are available. If the Contract is extended to beyond 12 months, funds shall be allocated by Fiscal Year. Table 1, below, identifies the budget categories and amounts for the initial term of this Contract. Table 2, below, provides estimates of the budget categories and amounts should this Contract be extended beyond its initial term. If these initial estimates should change at the time the Contract is extended, Table 2 will be amended to reflect the agreed upon changes.

4.2.1 Table 1. Fiscal Year 2011: September 1, 2010 through August 31, 2011 (See Attachment C for Detailed Program Budget)

Category	Amount
Salary	\$0
Fringe	0
Training and In-State Travel	1,600
Supplies	2,000
Contractual	25,000
Other	470
Total	\$29,070

4.2.2 Table 2. Fiscal Year 2012: September 1, 2011 through August 31, 2012 (See Attachment C for Detailed Program Budget)

Category	Amount
Salary	\$0
Fringe	0
Training and In-State Travel	1,600
Supplies	2,000
Contractual	25,000
Other	470
Total	\$29,070

4.2.3 Reimbursable Costs

The OAG shall only reimburse Costs Incurred by the Contractor during the term of this Contract. The OAG shall only reimburse the Contractor for employee costs that are directly related to performing the responsibilities of this Contract. For all costs submitted for reimbursement by the OAG, the Contractor must comply with the directives of the Access and Visitation Grant award to Texas, the CFDA No. 93.597, and the guidelines identified in Table 3, below.

Table 3. Reimbursement Regulations and Rules

Statutory Requirements	Cost Principles	Administrative Requirements	Audit Requirements
42 U.S.C.A. §669b	OMB A-21; A-87; A-122; 45 C.F.R. part 74	OMB A-110; 45 C.F.R. part 92	OMB A-133; 45 C.F.R. part 74
Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS)	UGMS	Texas State Single Audit Circular

The OAG shall only reimburse the Contractor for the following cost categories and only if the Costs Incurred are reasonable and necessary:

4.2.3.1 SALARIES

The OAG shall reimburse the direct Salary costs for the Contractor's employees, to the extent those employees perform work under this Contract.

4.2.3.2 FRINGE BENEFITS

The OAG shall reimburse fringe benefits of the Contractor's employees to the extent those employees perform work under this Contract and only if the Contractor provides the same benefits to its employees not performing work under this Contract.

4.2.3.3 TRAINING

The OAG shall only reimburse the Contractor for training costs if, prior to any cost being incurred, the Contractor has requested approval for the training and the OAG has approved the proposed training in writing.

4.2.3.4 TRAVEL EXPENSES

The OAG shall only reimburse the Contractor for employee travel, lodging, transportation, meals, or any other such travel-related cost if, prior to any cost being incurred, the Contractor has requested approval for the travel and the OAG has approved the proposed travel in writing. The OAG shall only reimburse the Contractor for approved travel within the State of Texas. The OAG will reimburse Contractor subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement per the State Comptroller's rules defined on TexTravel except as may otherwise be provided in this paragraph. Any claim for such travel reimbursement by Contractor shall include adequate supporting documentation as prescribed in the State Comptroller's rules defined on TexTravel. Airfare (if travel by air was approved in advance by OAG) will be reimbursed at the actual cost of the airfare; not to exceed the cost of the lowest priced airfare available. Under no circumstances will the OAG reimburse Contractor for first class airfare.

In addition to the invoicing requirements of Section 4.3, the Contractor shall submit to the OAG, within twenty (20) days after the end of the month in which the approved travel expenses were incurred, a copy of the OAG's approval of the travel, receipts for all travel expenses identified on the invoice, and any other information and documentation requested by the OAG.

4.2.3.5 SUPPLIES

Supplies are expenditures for consumable goods and do not include copying, printing, telephone, or utilities. Supplies (office or program supplies) costing over \$50 each require advance OAG approval.

4.2.3.6 CONTRACTUAL EXPENSES

In the event that the Contractor determines that it is necessary or expedient to subcontract for any of the performances specified herein, the OAG shall reimburse the Contractor for

the costs needed to perform the responsibilities of this Contract, as long as the subcontract is entered into pursuant to Section 5.5.

4.2.3.7 OTHER DIRECT OPERATING EXPENSES

The OAG may reimburse the Contractor for other expenses not identified in Sections 4.2.3.1 through 4.2.3.6 if the expenses are permitted by federal and state laws and regulations and if the Contractor has received OAG written approval prior to incurring the expenses. Such other expenses which the OAG may consider providing such written approval for include, but are not limited to:

- **COPYING AND PRINTING**

The OAG shall reimburse the Contractor for the costs of printing needed to perform the responsibilities of this Contract. Copying expenses incurred by the Contractor for copying existing material do not require prior approval from the OAG and do not need to include the statements required Section 9.2.4. However, if the Contractor develops and/or produces materials for which it intends to request reimbursement from the OAG under this Contract, the Contractor must submit the material to the OAG for prior approval prior to producing, printing, or distributing the material and the Contractor must insert the language required by Section 9.2.4. Additionally, the Contractor is solely responsible for complying with all copyright laws for any existing material it copies.

- **POSTAGE**

The OAG shall reimburse the Contractor for postage costs incurred in the performance of this Contract.

- **TELEPHONE**

The OAG shall reimburse the Contractor for local and long-distance telephone calls only if the Contractor has a cost allocation plan or another method that accurately distinguishes telephone expenses related to this Contract from those telephone expenses not related to this Contract.

4.2.3 No Additional Expenses

The Contractor further agrees that:

- The stated costs for the Contractor's performance of its responsibilities under this Contract represent the only costs that can be reimbursed by the OAG;
- No other costs for tasks, functions, or activities that are incidental or ancillary to the performance of the Contractor's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the Contractor to cease performing its responsibilities due under this Contract; and
- The Contractor shall not be entitled to reimbursement for any task required by this Contract unless and until it has been performed and/or delivered to the OAG in accordance with the terms of this Contract and no partial or progress payments shall be made except as mutually agreed upon by the Parties.

SECTION 4.3 INVOICING AND PAYMENT INFORMATION

The OAG shall reimburse the Contractor for costs under this Contract that are identified in properly submitted invoices, pursuant to this Section, and limited by the total value of this Contract identified in Section 4.1.

4.3.1 Submitting Invoices

The Contractor shall use the invoice form and supporting documentation, provided by the OAG for invoicing costs under this Contract. Electronic or facsimile invoice submissions shall not be accepted. The Contractor shall only submit invoices for costs that are permitted by this Contract.

The Contractor shall include on each invoice the following information:

- the OAG Contract Number;
- a description of each cost and its dollar amount;
- the date each cost was incurred;
- the Contractor's name;
- the Contractor's Tax Identification Number or Social Security Number, as applicable;
- the Contractor's address; and
- the telephone number for the Contractor's Contract Manager.

In addition the Contractor must complete and submit the following forms with each invoice, in a format provided by the OAG, regardless of whether or not costs have been incurred within the period covered by the applicable report:

- Performance Indicator Report;
- Financial Status Report (FSR) form;
- Provider Worksheet;
- Salary Match Detail Report (including hours);
- Time sheet for each employee paid in whole or part by the grant or used as match for the grant; and
- Employee Monthly Grant Activity Report for each employee paid in whole or part by the grant or used as match for the grant.

The Contractor shall submit any additional documentation or explanation the OAG requests to support or document the information on any invoice within the timeframe designated by the OAG in its request.

The Contractor shall address and mail all invoices to:

Office of the Attorney General
Accounting Division - Mail Code 003
P.O. Box 12548
Austin, TX 78711-2548

4.3.2 Frequency

The Contractor shall submit original invoices by mail or in person within twenty (20) calendar days of the end of the calendar month in which the costs are incurred.

4.3.3 Final Invoice Requirements

Within twenty (20) calendar days of the end of the final month of the Contract term, the Contractor shall submit a final, close-out invoice. This final, close-out invoice must be labeled "Final Invoice" and must include all expenditures and costs incurred, not previously included on an invoice, for which the Contractor expects to receive reimbursement under this Contract.

4.3.4 OAG Adjustments to Final Invoice Amount

The OAG shall complete its review of all invoices and reports submitted and/or required by this Contract and adjust the final invoice amount based on any remedies or refunds assessed.

4.3.5 Time and Manner of Reimbursement by the OAG

In accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code, the OAG shall reimburse the Contractor for eligible costs identified on a properly prepared original invoice submitted to the OAG pursuant to SECTION 4.3 of this Contract. The OAG shall notify the Contractor of any errors in an invoice submitted no later than the 21st day after the date the OAG receives the invoice. Payment by the OAG under this Contract does not foreclose the OAG's right to recover payments determined to be ineligible, pursuant to Section 4.3.7.

4.3.6 Disputed Invoices

If the OAG disputes payment of all or any portion of an invoice from the Contractor, the OAG shall notify the Contractor of such dispute and both Parties shall attempt, in good faith, to resolve the dispute. The OAG shall not be required to pay any disputed portion of the Contractor's invoice before the dispute is resolved. Notwithstanding any such dispute, the Contractor must continue to perform its responsibilities under this Contract, pending resolution of such dispute so long as the OAG requests the continued performance and continues to pay all undisputed amounts to the Contractor.

If the invoice dispute is resolved in favor of the Contractor, the OAG shall pay the unpaid balance of the invoice in compliance with the Prompt Payment Act, as applicable. If the dispute is resolved in favor of the OAG, the Contractor shall submit a corrected invoice within twenty (20) days of resolution and the OAG shall pay the invoice in accordance with the Prompt Payment Act.

4.3.7 Refunds

If the OAG determines that it has overpaid the Contractor under this Contract, the Contractor shall refund that amount of OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owing, as a reimbursement, but unpaid to the Contractor. The Contractor shall refund any overpayment to the OAG within thirty (30) calendar days of receipt of the notice of the overpayment from the OAG.

If any reimbursement, or a portion of a reimbursement, is disallowed as a result of an audit finding that the Contractor failed to follow federal requirements for the Access and Visitation Grant, then the Contractor agrees that the OAG may recoup the disallowed amount from funds payable under this Contract, to the extent the disallowed amount was incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133. If an audit identifies a disallowed amount after the expiration date of this Contract, the OAG shall send the Contractor notice of the audit results and specifically identify the amount that must be

refunded by the Contractor. The Contractor shall refund the disallowed amount to the OAG within thirty (30) calendar days of receipt of the notice of the disallowed amount from the OAG.

The obligations of the OAG and the Contractor in this Refunds Section shall survive this Contract, pursuant to Section 8.5.

SECTION 4.4 AUDIT REQUIREMENTS

The Contractor shall maintain adequate financial records for all work related to this Contract, as directed by 45 C.F.R. Part 92 Subpart C, "Financial Administration", and Sections 92.30 ("Changes"), 92.40 ("Monitoring and reporting program performance"), 92.41 ("Financial reporting"), and 92.42 ("Retention and access requirements for records"), and make such records available for audit. The Contractor also shall maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies, if applicable. All of the records specified in this Section must be retained as subsequently specified in this Section.

The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the Auditing Entities, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the Auditing Entities in the conduct of the audit or investigation, including providing all records requested. All records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Contract shall be subject to examination, audit, and reproduction in accordance with all applicable state and federal laws, rules, regulations, or directives, by the Auditing Entities. The Contractor shall direct that any subcontractor with whom it has established a contractual relationship to discharge the Contractor's obligations under this Contract to likewise permit the Auditing Entities to have rights of access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Contract. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

The Contractor shall maintain and retain for a period of three (3) years from the date the OAG receives the final, close-out invoice from Contractor such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

In order to comply with the monitoring and auditing requirements governing this Contract, the Contractor is considered a subrecipient of federal pass-through funds under the CFDA No. 93.597. All accounting records should identify the source of the funds received by the Contractor under this Contract as Access and Visitation Grant funds passed through from the OAG.

The Contractor shall provide the OAG with an audit completed by an independent auditor. The type of audit will be determined in accordance with OMB Circular A-133. A copy of the entire auditor's report and management letter shall be provided to the OAG within sixty (60) days of the completion of the audit.

If funds are disallowed as a result of an audit finding contained in an audit (by an Auditing Entity) that the Contractor has failed to follow federal requirements for the Access and Visitation Grant program, then the Contractor agrees that the OAG may recoup the loss from the funds payable under this Contract to the extent of the loss incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133.

SECTION 4.5 FINANCIAL TERMS

4.5.1 Reimbursement Limitations

The grant funds provided by the OAG to the Contractor under this Contract may only be used to pay for ninety percent (90%) of the total cost of the Contractor's Shared Parenting Program. The remaining ten percent (10%) must be from non-federal sources, either state or local funds and/or in-kind services. The Contractor's ten percent (10%) match shall only come from funds not already committed as matching funds on another grant. If the Contractor wishes to change its funding for the ten percent (10%) match from the funding identified in Attachment C, it shall first obtain the written approval of the OAG. The Contractor shall report its matching contribution in the Shared Parenting Detailed Program Budget and in the monthly Financial Status Report ("FSR"), for which the OAG shall provide the Contractor with a template. The Contractor shall comply with the provisions of 45 C.F.R. §92.24 in calculating matching funds.

4.5.1.1 NO SUPPLANTING OR REDUCING OTHER FINANCIAL SUPPORT

Funding from this Contract shall not be used to supplant or reduce financial support that the Contractor receives from other sources. For purposes of this Contract, this means the Contractor may not reduce its current funding, but must use the funds from this Contract to expand or enhance its current level of service.

4.5.1.2 THE CONTRACTOR ASSUMES THE RISK

The Contractor understands and expressly assumes all risks associated with performing its responsibilities under this Contract, including the failure, termination, or suspension of funding to the OAG, delays or denials of required approvals, and cost overruns not reasonably attributable to the OAG. To the extent funding or required approvals are not provided, the Contractor shall not be further obligated to perform the responsibilities of this Contract for which the OAG is unable to provide acceptable assurances of available funding.

4.5.1.3 OAG SUSPENSION OF REIMBURSEMENTS

The OAG may deny or suspend reimbursement:

- For any invoice submitted more than ninety (90) days from the end of the month in which the cost was incurred;
- For failure to provide requested performance reports, financial compliance monitoring reports, data collection, information, and/or supporting documentation;
- For failure to submit independent audit reports, as required by this Contract and the applicable OMB circulars or other applicable law;
- If program requirements are not timely met, as specified in this Contract
- If prior approval is not obtained for any cost that requires prior approval; and
- If the eligibility of the Contractor to receive funding is in dispute, until such dispute is resolved to the OAG's satisfaction.

4.5.2 Method of Purchase and Vesting of Ownership

All goods or services purchased pursuant to this Contract shall be purchased using an outright purchase. Upon installation, acceptance, and payment, the State of Texas shall receive title to any personal property delivered, except as otherwise agreed to in this Contract.

4.5.3 Buy Texas

The Contractor shall purchase products, materials, and services produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the state.

4.5.4 Liability For and Payment of Taxes

The Contractor shall pay all taxes resulting from this Contract, including any federal, state, or local income, sales, excise, or property taxes. The OAG is exempt from the payment of sales, excise, and use taxes, taxes on property owned by the OAG, and taxes on tangible personal property subject to a lease-purchase agreement. The OAG shall not be liable to reimburse the Contractor for the payment of such taxes incurred by the Contractor in acquiring any goods or services as a part of any work called for in this Contract and the Contractor's invoice shall not include any amount for such taxes. The OAG shall furnish to the Contractor, upon request, suitable documentation of the OAG's exemption from such taxes on goods and services procured on behalf of the OAG.

4.5.5 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the continued funding of the Access and Visitation Grant by United States Department of Health and Human Services (DHHS). The OAG shall use all reasonable efforts to cooperate with DHHS to ensure that such funds continue to be available. The Parties agree that if future levels of the Access and Visitation Grant funding should lapse, terminate, or become insufficient to continue the activities associated with the Access and Visitation Grant, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG shall 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, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the Contractor 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.

4.5.6 Antitrust

The Contractor hereby assigns to the OAG any and all claims for overcharges associated with this Contract under the anti-trust laws of the United States, 15 USCA §1, *et seq.* (1973), and the antitrust laws of the State of Texas, Texas Business & Commerce Code §15.01, *et seq.* (1957).

4.5.7 No Debt Against the State

This Contract shall not be construed as creating any debt by or on behalf of the State of Texas.

SECTION 4.6 MANAGEMENT'S FINANCIAL RESPONSIBILITIES

The Contractor and, if applicable, its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such management shall include accountability for all funds and materials received from the OAG; compliance with all terms and conditions of this Contract and with all applicable federal and state laws, regulations, and rules; and correction of fiscal and programmatic deficiencies identified through self-evaluation and/or the OAG's monitoring process. Ignorance of any Contract provisions or other requirements contained or referenced in this Contract shall not constitute a defense. Furthermore, the Contractor and, if applicable, its governing board, shall ensure separation of powers, duties, and functions in fiscal and programmatic management operations. To ensure proper separation of powers and duties, for the purposes of fiscal reporting and accountability underlying the preparation of invoices and supporting documentation, the individual responsible shall be a paid employee, not a board member or volunteer. If compliance with the above requirements is neither efficient nor in the best interest of administration of this Contract, the Contractor may seek written approval for alternate operating methods from the OAG. If the OAG approves an alternate operating method, it shall do so either through Controlled Correspondence or an amendment to this Contract, whichever is appropriate pursuant to the terms of this Contract.

ARTICLE 5 CONTRACT MANAGEMENT

SECTION 5.1 CONTROLLED CORRESPONDENCE

In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager. The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. Controlled Correspondence may also be used to document the cost impacts of proposed changes. However, Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. Controlled Correspondence documents shall be maintained by both Parties in on-going logs and shall become part of the normal status reporting process.

SECTION 5.2 NOTICES AND LIAISONS

5.2.1 Written Notices Delivery

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.

5.2.2 Notice to the Contractor

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

Scot Doyal, Director
Travis County Domestic Relations Office
P.O. Box 1495
Austin, Texas 78767

5.2.3 Notice to the OAG

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

Anita Stuckey (or her successor in office)
Contract Manager, Family Initiatives, Child Support Division
Office of the Attorney General
P. O. Box 12017, MC-039
Austin, Texas 78711-2017

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

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

SECTION 5.3 CONTRACT MANAGERS

5.3.1 The OAG Contract Manager

The OAG Contract Manager for this Contract shall be Anita Stuckey. Changes to the OAG Contract Manager shall thereafter be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the Contractor
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

5.3.2 The Contractor's Contract Manager

The Contractor's Contract Manager is Scot Doyal. Changes to the Contractor's Contract Manager shall hereafter be documented by Controlled Correspondence. The Contractor's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

SECTION 5.4 REPORTING

The Contractor shall submit to the OAG all required financial, program, progress, data collection, and other reports as requested by the OAG, in the form and manner prescribed by the OAG, by the time requested by the OAG, regardless of whether or not costs have been incurred within the period covered by the applicable report. The Contractor shall submit monthly reports with its invoice according to the procedures outlined in Section 4.3. Reports the OAG requires Contractor to complete are listed in Section 4.3.1, but the OAG reserves the right to require additional or alternate reports at any time.

SECTION 5.5 SUBCONTRACTING APPROVAL REQUIRED

It is contemplated by the Parties that the Contractor shall perform the responsibilities of this Contract substantially with its own resources and through the services of its own staff. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Contractor shall first transmit to the OAG a true copy of the subcontract the Contractor proposes to execute with a subcontractor and obtain the OAG's written approval for subcontracting the subject performances in advance of executing the subcontract. The Contractor, 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 the Contractor. In no event shall this provision relieve the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this Contract.

SECTION 5.6 NO ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

SECTION 5.7 REPORTING FRAUD, WASTE OR ABUSE

The Contractor 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:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Director, Child Support Division;

- the Deputy Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

The words fraud, waste or abuse as used in this Section have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- 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.

SECTION 5.8 DISPUTE RESOLUTION PROCESS FOR CONTRACTOR BREACH OF CONTRACT CLAIM

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the OAG and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor:

5.8.1 Written Notice

Any claim by the Contractor 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 Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support, 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 Contractor otherwise entitled to notice under this Contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

5.8.2 Exclusive Process

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor'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 this Section.

5.8.3 Condition Precedent

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 this Contract shall be considered a waiver of sovereign immunity to suit.

5.8.4 OAG Rules

The submission, processing, and resolution of the Contractor's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.

5.8.5 No Suspension of Performance

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

SECTION 5.9 COOPERATION WITH THE OAG

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third Party representatives as requested by the OAG.

SECTION 5.10 CONFLICTS OF INTEREST

5.10.1 Safeguard Against Conflicts

The Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Contractor shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this Contract.

5.10.2 Disclosure Requirements

The Contractor must disclose any existing or potential conflicts of interest relative to the performance requirements of this Contract and must comply with other disclosure requirements set out below, as applicable. Any relationship that might be perceived or represented as a conflict must be disclosed by the Contractor within fifteen (15) calendar days of its discovery by the Contractor. This disclosure requirement is a continuing obligation throughout the term of this Contract. By executing this Contract, the Contractor affirmed that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this Contract except as allowed under relevant state and federal law. In addition, it is the responsibility of the Contractor to request, in writing, a determination by the OAG when there is a question as to whether a conflict exists. The OAG reserves the right to make a final determination regarding conflicts of interest with respect to the Contractor's relationship

with other Parties, whether individual or corporate, public or private, and the Contractor agrees to abide by the OAG's decision.

5.10.3 Violations

A violation of the disclosure requirements applicable to this Contract may constitute grounds for the immediate termination of this Contract. Furthermore, such violation may be submitted to the appropriate state or federal entity for further action.

ARTICLE 6 SECURITY AND CONFIDENTIALITY

SECTION 6.1 SECURITY AND CONFIDENTIALITY REQUIREMENTS

The OAG shall not provide under this Contract any sensitive or confidential information to the Contractor. Any information the Contractor compiles, creates, or comes into contact with as a result of Contractor's duties under this Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Contractor shall establish a method to secure the confidentiality of records, information relating to clients, and any other information that becomes known to the Contractor as a result of this Contract, in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the OAG's right of access to recipient case records, or other information relating to clients served under this grant, as required by the federal grant application.

SECTION 6.2 CONTRACTOR'S ACCESS TO DATA AND OAG FACILITIES

Contractor agrees that staff performing duties under this Contract shall not perform any work on, review, update or otherwise act to obtain information about a custodial or noncustodial parent's child support case file, unless otherwise agreed to in writing by the OAG Legal Counsel Division.

SECTION 6.3 SURVIVAL OF PROVISION

The obligations of the Contractor under this Security and Confidentiality Article shall survive this Contract.

SECTION 6.4 INCLUSION IN ALL SUBCONTRACTS

The requirements of this Security and Confidentiality Article shall be included in all subcontracts.

ARTICLE 7 CONTRACT AMENDMENT

SECTION 7.1 AMENDMENTS MUST BE IN WRITING

Any alterations, additions, or deletions in the terms and conditions of this Contract shall be by written amendment executed by both Parties. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

SECTION 7.2 EXTENSION OF CONTRACT TERM

If an amendment extends the Contract term, the amendment must include revisions to the budget in Sections 4.2.1 and 4.2.2, as necessary, to identify the budget for the extended period.

ARTICLE 8 TERMINATION OF THE CONTRACT

SECTION 8.1 TERMINATION FOR CONVENIENCE OF THE STATE OF TEXAS

The Parties agree that the OAG has the right to terminate this Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Contractor, if the OAG determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted under this Contract and were incurred prior to the effective termination date. The OAG shall have no other liability including no liability for any costs associated with the termination.

SECTION 8.2 TERMINATION FOR CAUSE

If the Contractor fails to perform its responsibilities in accordance with the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon written notice of default to the Contractor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but shall be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

Termination of this Contract by the OAG shall be a nonexclusive remedy for cause/default and shall be without prejudice to any other right or remedy of the OAG. The OAG may exercise any other right, remedy, or privilege that may be available to it under applicable law of the state and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies shall not constitute a termination of this Contract unless the OAG notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the aforesaid agreement. The Contractor shall be liable for all legal fees, and other costs and expenses, including attorney's fees and court costs, incurred by the OAG with respect to the enforcement of any of the remedies listed herein.

SECTION 8.3 TERMINATION DUE TO CHANGES IN LAW

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

SECTION 8.4 RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event that this Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this Contract in whatever form that they exist.

SECTION 8.5 SURVIVAL OF TERMS

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.

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ARTICLE 9 GENERAL TERMS AND CONDITIONS

SECTION 9.1 FEDERAL TERMS AND CONDITIONS

9.1.1 Compliance with Law and Conforming Amendments

The Contractor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Contractor: (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. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the parties' compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

9.1.2 Civil Rights

The Contractor 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 the 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 available under this Contract. The Contractor 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". Contractor 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.

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this Contract that exceed \$100,000.

9.1.4 Records Retention

Contractor shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. Contractor shall retain all such records for a period of three (3) years from the date the OAG receives the final, close-out invoice from Contractor, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. Contractor shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

9.1.5 Environmental Protection in Contracts Exceeding \$100,000.00.

The Contractor 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.

9.1.6 Certain Disclosures Concerning Lobbying in Contracts Exceeding \$100,000.00.

The Contractor 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. The Contractor must have submitted, with its Shared Parenting Grant Application, an executed Certification Regarding Lobbying form, a copy of which is attached hereto as part of Attachment A. This certification certifies that the Contractor 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 Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

9.1.7 State and Local Lobbying

The Contractor shall not use funds provided under this Contract to lobby at the state or local level, in the State of Texas.

SECTION 9.2 GENERAL RESPONSIBILITIES

9.2.1 Independent Contractor

It is expressly understood and agreed by both Parties hereto that the Contractor, its officers, agents, employees, and subcontractors are independent contractors and not employees of the OAG. Any payments or other benefits accruing to the Contractor that may be similar to payments or benefits available to employees of the OAG have been determined by the OAG to be the method of contracting that involves the least expense to the State of Texas.

9.2.1.1 BEHAVIORAL CONTROL

This Contract provides the Contractor with instructions regarding the work to be done but not specific instructions on how the work is to be done. The OAG may not provide the Contractor with any training in order for the Contractor to perform its responsibilities under this Contract, unless it is training specifically on OAG processes the Contractor needs to understand in order to perform its responsibilities. OAG has the option of providing limited training opportunities if deemed appropriate.

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9.2.1.2 FINANCIAL CONTROL

The Contractor has a significant investment in the work to be performed under this Contract. The Contractor shall only be paid for the work expressly specified in this Contract in amounts expressly specified in this Contract. All other business expenses shall not be reimbursed by the OAG. The Contractor takes the risk of experiencing a profit or loss under this Contract. The Contractor's employees and subcontractors must be paid exclusively by the Contractor for all services performed. The Contractor is responsible for and must comply with all requirements and obligations related to such employees under local, state, and federal law, including minimum wage, social security, unemployment insurance, state and federal income tax, and workers' compensation obligations.

9.2.1.3 RELATIONSHIP OF THE PARTIES

The Contractor does not receive medical insurance, a pension, or paid leave as a result of this Contract. This Contract entirely governs the relationship of the Parties. Except as expressly provided in this Contract, neither the Contractor nor any of its employees, subcontractors, or agents may act, in any sense, as agents or representatives of the OAG or the State of Texas.

9.2.2 No Implied Authority

Any authority delegated to the Contractor by the OAG is limited to the terms of this Contract. The Contractor may not rely upon implied authority and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard OAG Child Support program policy; or
- Unilaterally communicate or negotiate with any federal or state agency, the Texas Legislature, or Congress on behalf of the OAG. However, the Contractor is required to cooperate fully with the OAG in communications and negotiations with state and federal agencies, as directed by the OAG.

9.2.3 News Releases, Pronouncements, and Literature

The OAG does not endorse any contractor, vendor, commodity, or service. News releases and/or advertisements, publications, declarations and any other pronouncements pertaining to this transaction by the Contractor using any means or media must be approved in writing by the OAG prior to public dissemination. The Contractor shall place, in any literature describing the services covered under this Contract, notices acknowledging the funding provided by the OAG and DHHS to the Contractor. Such notice shall also be placed in the Contractor's annual reports. The Contractor shall supply the OAG with a copy of any literature, curricula, or multi-media items, such as CDs or DVDs. The Contractor is not required to place such notice in reports that are solely statistical in nature.

9.2.4 Force Majeure

9.2.6.1

The OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

9.2.6.2

The Contractor shall not be liable to the OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

9.2.6.3

In the event of an occurrence under Section 9.2.6.2, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

SECTION 9.3 SPECIAL TERMS AND CONDITIONS

9.3.1 Permits

The Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

9.3.2 Offshoring

The Contractor shall not transfer funds received under this Contract to offshore accounts. All work to be performed under this Contract shall be performed within the United States of America and its territories.

SECTION 9.4 NON-WAIVER OF RIGHTS

Failure of a Party to require performance by another Party under this Contract shall 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 shall 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.

SECTION 9.5 NO WAIVER OF SOVEREIGN IMMUNITY

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.

SECTION 9.6 SEVERABILITY

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

SECTION 9.7 APPLICABLE LAW AND VENUE

The Contractor 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. The Contractor also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by Contractor 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. The Contractor further agrees that all payments shall be due and payable in Travis County, Texas.

SECTION 9.8 ENTIRE AGREEMENT

This Contract represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract.

9.8.1 Contract Documentation

The Contract between the Parties consists of this Contract document and the following attachments:

- Attachment A: Shared Parenting Grant Application
- Attachment B: Performance Indicator Report
- Attachment C: Shared Parenting Detailed Program Budget

All Attachments listed above are attached to this Contract and are incorporated into this Contract for all purposes as though they were written word-for-word into this document.

9.8.2 Order of Documents

In the case of any dispute concerning the Contractor's compliance with the requirements of this Contract, the parties agree that the Contractor's Shared Parenting Grant Application constitutes promised Contractor performance and may be used by the Parties as proof of whether the Contractor is performing as promised. Provided, however, that the Contractor's Shared Parenting Grant Application may not be used by the Contractor to establish a limitation to promised performance. Any limitations in the Contractor's Shared Parenting Grant Application shall only be operative if explicitly set forth in this Contract.

SECTION 9.9 COUNTERPARTS

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.

WHEREFORE, the Parties to this Contract hereby acknowledge and affirm that the responsibilities described herein, including all Attachments hereto, are both necessary and authorized. The Parties hereto certify, by signing in the spaces provided below, that this Contract neither requires nor permits either entity to exceed its duties and responsibilities or the limitations of its funding. The Parties hereto bind themselves to the faithful performance of their respective obligations under this Contract. This Contract shall not become valid until signed by duly authorized representatives of both Parties.

TRAVIS COUNTY

OFFICE OF THE ATTORNEY GENERAL OF
TEXAS

THE HONORABLE SAM BISCOE
COUNTY JUDGE

ALICIA G. KEY
DEPUTY ATTORNEY GENERAL
FOR CHILD SUPPORT

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:	Michael Williams/Financial Analyst
Phone Number:	854-7011

Grant Title:	The National School Lunch/Breakfast program and USDA School Commodity Program			
Grant Period:	From:	7/1/2010	To:	6/30/2011
Grantor:	Texas Department of Agriculture			
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:	0	0	0	0		0
Operating:	\$262,600	0	0	0		\$262,600
Capital Equipment:		0	0	0		0
Indirect Costs:	0	0	0	0		0
Total:	\$262,600		\$0	0	\$0	\$262,600
FTEs:	0			0		0

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/10	3/31/10	6/31/10	9/30/10	
Average daily participation in the Program	510+	N/A	N/A	N/A	N/A	510+
Measures For Grant						
Number of children enrolled in program	510+	N/A	N/A	N/A	N/A	510+
Outcome Impact Description	Number of youth determines lunch and breakfast meals to be reimbursement by the Texas Department of Agriculture.					
Number of operating days per year	365	N/A	N/A	N/A	N/A	365
Outcome Impact Description	Number of youth and available surplus of commodities determines the amount of available groceries from the Texas Department of Agriculture					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court of the annual contract with the Texas Department of Agriculture to continue participation in both the National School Lunch Program/School Breakfast Program and the USDA Commodity Program for the grant term July 1, 2010 to June 30, 2011. The grants do not require a county match and there is no ongoing funding commitment. The grant offsets food costs that would otherwise need to be funded by the County.

PBO recommends approval of the request to continue the programs.

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

This is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles. The USDA commodities portion of the program (\$12,600) provides donated food items to the Juvenile Probation Department.

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

The County is committed and required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by the County.

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

There is no match required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

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.

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County would incur the full cost for each meal served.

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 reduces the overall cost to the County to provide required meals to juveniles held in detention and residential



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE
SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS
OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
JUVENILE JUSTICE

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

PREPARED BY: *Michael Williams*
Michael Williams
Senior Financial Analyst

SUBJECT: Approval of the Contract Award to Continue the National School Lunch/Breakfast program and to include the USDA School Commodity Program

DATE: August ~~26~~, 2010

The Texas Department of Agriculture has awarded the Juvenile Probation Department for continuance of the National School Lunch/Breakfast program and the USDA School Commodity Program. The Texas Department of Agriculture (TDA) has streamlined the application process and combined both programs on one application. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy a program of the Juvenile Probation Department. There is no county match associated with this program.

Please review this item and place it on the Commissioner's Court September 7, 2010 agenda for their consideration and signature.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Britt Canary
Willie Hayes
Sylvia Mendoza
Michael Williams
DeDe Bell
Grant File



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TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

August 12, 2010

Britt Canary
Travis County Juvenile Probation Department
2515 South Congress Ave.
Austin, Texas 78704

227-2009

Dear Mr. Canary:

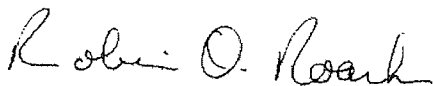
Texas Department of Agriculture (TDA) received your application for participation in the National School Lunch and School Breakfast Program. We have approved your application effective July 1, 2010, for the following programs: School Breakfast Program (Severe Need), National School Lunch Program (Severe Need) and the Afterschool Care Program. The menu planning method you are approved to operate is Traditional Food-Based.

If you indicated a desire to receive USDA Food and have made entries into the Texas Commodity System as instructed, you will receive your first allocation in July 2010. If you have not completed your entry, please do so at <https://tcs.tda.state.tx.us/agency/>. For questions regarding Commodities, call Tamara Barbary or Angela Hodapp at (512) 475-0049.

Additionally, access to Special Nutrition Automated Processing System (SNAPS) has been granted for the requested user(s). Each user will receive an email with their assigned logon ID and password. Instructions for this process are available at <http://fn-contractors.squaremeals.org/>. An authorized representative must file reimbursement claims in SNAPS for each month of meal service.

If you have any questions, please contact the Food and Nutrition Division at (877) TEX-MEAL or squaremeals@TexasAgriculture.gov.

Sincerely yours,



Robin Roark
Director for Business Operations
Food and Nutrition Division

Enclosures

cc: Educational Service Center 13
RR/al



TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

June 1, 2010

TO: School Food Service Directors
Commercial Warehouse/Distributor, Region 7/8 Warehouse 0755

Commercial Storage and Delivery of USDA Commodities: Contract Year 2011

Food and Nutrition Division, Commodity Distribution Program, has renewed the existing contract for storage and delivery of United State Department of Agriculture (USDA) commodities for school year 2011. Gold Star Food Service will continue to provide services in your region. Contract renewal rates, effective June 1, 2010, include a Consumer Price Index increase of 2.3% under RFP 529-06-0329-00009 and 529-06-0329-00008.

Shelly McVey, or Juanita Gonzalez are your Gold Star Food Service contacts; they're telephone numbers are (800) 592-0526 or (210) 212-0526. The approval rates for this contract year are as follows:

Delivery of USDA Foods (see attached list)

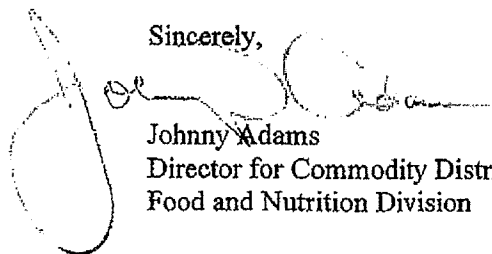
Schedule 61

Price per case for storage, handling, and pick up be a recipient agency	\$1.59
Price per case for private storage (60 days after allocation) of dry USDA Foods	\$1.05
Price per case for private storage (60 days after allocation) of chilled USDA Foods	\$1.10
Price per case for private storage (60 days after allocation) of frozen USDA Foods	\$1.15

Private storage prices for all types of USDA Foods may double in cost beginning the 243rd day after allocation.

If you have any questions about the information in this letter or in the attachments, or if you need assistance, please contact your Commodity Distribution Technician Tamara Barbary at (512) 475-0049.

Sincerely,



Johnny Adams
Director for Commodity Distribution Program
Food and Nutrition Division

JDA:lo

P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861
For the Hearing Impaired: (800) 735-2988
www.fda.state.tx.us

(2)

32	32	\$3.20
33	33	\$3.19
34	34	\$3.18
35	35	\$3.17
36	36	\$3.16
37	37	\$3.14
38	38	\$3.13
39	39	\$3.11
40	40	\$3.10
41	41	\$3.08
42	42	\$3.07
43	43	\$3.07
44	44	\$3.06
45	45	\$3.04
46	46	\$3.03
47	47	\$3.03
48	48	\$3.02
49	49	\$3.02
50	50	\$3.01
51	51	\$3.01
52	52	\$2.99
53	53	\$2.98
54	54	\$2.98
55	55	\$2.97
56	56	\$2.97
57	57	\$2.97
58	58	\$2.96
59	59	\$2.96
60	60	\$2.95
61	61	\$2.95
62	62	\$2.95
63	63	\$2.94
64	64	\$2.94
65	65	\$2.93

66	66	\$2.93
67	67	\$2.93
68	68	\$2.90
69	69	\$2.90
70	70	\$2.90
71	71	\$2.90
72	72	\$2.88
73	73	\$2.88
74	74	\$2.88
75	75	\$2.87
76	76	\$2.87
77	77	\$2.87
78	78	\$2.87
79	79	\$2.86
80	80	\$2.86
81	81	\$2.86
82	82	\$2.86
83	83	\$2.86
84	84	\$2.84
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87	87	\$2.84
88	88	\$2.84
89	89	\$2.83
90	90	\$2.83
91	91	\$2.83
92	92	\$2.83
93	93	\$2.83
94	94	\$2.82
95	95	\$2.82
96	96	\$2.82
97	97	\$2.82
98	98	\$2.82
99	99	\$2.82

100	149	\$2.82
150	199	\$2.72
200	249	\$2.69
250	299	\$2.66
300	349	\$2.64
350	399	\$2.64
400	449	\$2.63
450	499	\$2.63
500	599	\$2.62
600	699	\$2.62
700	799	\$2.60
800	899	\$2.60
900	999	\$2.60
1000	1199	\$2.60
1200	1399	\$2.59
1400	1599	\$2.59
1600	1799	\$2.59
1800	1999	\$2.59
2000	10000	\$2.58

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

April 15, 2010

TO: School Food Authorities (SFAs)

RE: National School Lunch Program (NSLP) and School Breakfast Program (SBP)
Annual Renewal

Dear Contractor:

It is time for your School Food Authority (SFA) to complete the annual renewal documents required to participate in the NSLP/SBP for the 2010-2011-program year. The documents and instructions required to renew your participation in the NSLP/SBP, as well as forms and letters needed to operate the programs, are available online at www.SquareMeals.org in the "National School Lunch Program" section under "School Meal Program Overview", as well as in the Administrator's Reference Manual (ARM) under "For Child Nutrition Professionals".

To renew your participation in the NSLP/SBP, please complete the following documents:

- ~~Form FND-128, NSLP/SBP Renewal Application~~
- X • Form FND-133, *Seamless Summer Option Application and Site Information* (if your SFA intends to operate Seamless Summer in 2010)
- ~~Form H-1569, Single Audit Identification Data~~
- ~~Form H-4608, Certificate of Authority~~ (if there is a change in an Authorized Representative)
- Policy Statements (if there is a change in your Policy Statement)
 - Attachment A
 - Attachment B, including signature page
 - Attachment K

Return the completed, signed documents no later than May 15, 2010. If you have any questions, please feel free to contact us at (877) TEX-MEAL.

Sincerely yours,

Sharon Welborn

Sharon Welborn
Director for School Operations
Food and Nutrition Division



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861
For the Hearing Impaired: (800) 735-2988
www.TexasAgriculture.gov

(13)



Texas Department of Agriculture
Food & Nutrition Division
National School Lunch Program (NSLP)
School Breakfast Program (SBP)
New and Renewal Application

FND-128

TODD STAPLES, COMMISSIONER

SECTION A	SCHOOL FOOD AUTHORITY INFORMATION			
	School Food Authority (SFA) Name Travis County Juvenile Probation			
	Texas ID Number 746000192		Contract (UCN) Number 75- F1017 (If applicable)	County-District Number (XXX-XXX) (If applicable)
	<input checked="" type="checkbox"/> Tax Number <input type="checkbox"/> Tax-Exempt Number		Program Number 227-2009 (If applicable)	
	SFA Physical Address 2515 South Congress		City Austin	State TX
	SFA Mailing Address (if different from above)		City (if different from above)	Zip 78704
	Telephone Number (512) 854-7541		Fax Number (512) 854-7093	
	Name of Primary Authorized Representative Britt Canary		Email Address for Primary Authorized Representative Britt.Canary@co.travis.tx.us	
	Name of Child Nutrition Director Willie Hayes		Email Address for Child Nutrition Director Willie.Hayes@co.travis.tx.us	
	Telephone Number for Child Nutrition Director (512) 854-5669		Fax Number for Child Nutrition Director (512) 854-7093	

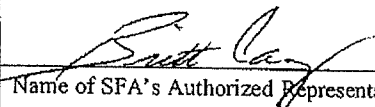
This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 522.021, 522.023, and 559.004.)

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SECTION B	PROGRAM INFORMATION		
	Programs that you will be operating during school year : <input checked="" type="checkbox"/> National School Lunch Program (NSLP) <input checked="" type="checkbox"/> After School Care Program (ASCP) (must be participating in the NSLP) <input checked="" type="checkbox"/> School Breakfast Program (SBP)		Type of SFA <input type="checkbox"/> Public School <input type="checkbox"/> Charter School <input type="checkbox"/> Private School <input checked="" type="checkbox"/> Residential Child Care Institution (RCCI) If Private, is the school/RCCI nonprofit and tax exempt? <input type="checkbox"/> Yes (attach copy of letter from IRS) <input type="checkbox"/> No
	School Year you will be participating: 2010 - 2011		
	Months the SFA will be operating the NSLP/SBP		
	<input checked="" type="checkbox"/> Jan. <input checked="" type="checkbox"/> Feb. <input checked="" type="checkbox"/> Mar. <input checked="" type="checkbox"/> Apr. <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Jun. <input checked="" type="checkbox"/> Jul. <input checked="" type="checkbox"/> Aug. <input checked="" type="checkbox"/> Sept. <input checked="" type="checkbox"/> Oct. <input checked="" type="checkbox"/> Nov. <input checked="" type="checkbox"/> Dec.		
	Beginning date (mm/yyyy) 01/01/2011		
Ending date (mm/yyyy) 12/31/2011			
Does the SFA operate a continuous school year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, indicate school year sessions: August - June 2010-2011; June-August 2011			
Number of campuses the SFA operates: One			
Do you want to receive USDA Foods (formerly USDA-Donated Commodities)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Required field for NSLP.)			

SECTION C	SCHEDULE A (CAMPUS INFORMATION) (If there is more than one campus in the SFA, make copies of this page before completing and submit one for each campus in the SFA.) Is the campus information the same as the SFA information? If yes, check box <input checked="" type="checkbox"/> and skip to Name of Campus Representative.			
	Name of Campus		Telephone Number for Campus (XXX) XXX-XXXX	
	Physical Address for Campus		City	Zip
	Name of Campus Representative	Email for Campus Representative	Telephone Number for Campus Representative	
	Willie Hayes	Willie.Hayes@co.travis.tx.us	(512) 854-5669	
	Programs operated at this Campus:			
	<input checked="" type="checkbox"/> National School Lunch Program (NSLP) <input checked="" type="checkbox"/> After School Care (Snack) Program (SFA must be participating in the NSLP to participate in the Afterschool Care Program) <input checked="" type="checkbox"/> School Breakfast Program (SBP)			
	Is this site campus? <input checked="" type="checkbox"/> Yes (If yes, attach a copy of the license) <input type="checkbox"/> No			
Type of Meal Service: <input checked="" type="checkbox"/> On-Campus Kitchen <input type="checkbox"/> Central Kitchen <input type="checkbox"/> Food Service Management Company <input type="checkbox"/> Vended Meals <input type="checkbox"/> Other (explain):				

SECTION C	Total number of students (Participants) enrolled at this campus. 510	Total number of students (Participants) eligible for FREE meals at this campus. (if applicable) 510	Total number of students (participants) eligible for REDUCED -price meals at this campus. (if applicable) 0	Total number of students (participants) eligible for PAID meals at this campus. (if applicable) 0
	Average Daily Participation of Students at this Campus	FREE Average Daily Participation of Students at this Campus	REDUCED-PRICE Average Daily Participation of Students at this Campus	PAID Average Daily Participation of Students at this Campus
	Breakfast	157	0	0
	Lunch	157	0	0
	Area-Eligible After School Care Program	154	0	0
	Non-Area Eligible After School Program	0	0	0
	SEVERE NEED	FREE	REDUCED-PRICE	PAID
	Total Number of Lunches Served at this campus during the second preceding school year. (July 1, 2008-June 30, 2009)	57,403	0	0

SECTION D	¹ CERTIFICATION	
	The applicant, by and through their personal or agency's signature below (1) certifies that all information provided in connection with this application at any time is true and correct to the best of the applicant's knowledge; (2) acknowledges that any misrepresentation or false statement made by the applicant, or an authorized agent of the applicant, in connection with this application, whether intentional or not, will constitute grounds for termination from the NSLP/SBP.	
	Signature of SFA's Authorized Representative	Date (mm/dd/yyyy)
	 Name of SFA's Authorized Representative (Type or Print) Britt Canary	04-23-2010 Title of SFA's Authorized Representative Deputy Chief

SECTION E	¹ TDA USE ONLY	
	Effective Date (mm/dd/yyyy)	
	Signature of TDA Official	Date (mm/dd/yyyy)

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Austin/Travis County Health and Human Services Department

Environmental And Consumer Health Unit

15 Waller Street, Austin, Texas 78702

Phone: 512.972.5600 Fax: 512.972.5630



CITY OF AUSTIN/EXEMPT

PERMIT TO OPERATE

Food Service

Gardner Betts Travis County

2515 S CONGRESS AVE

AUSTIN, TX 78704

Permit No.: 2006 005361 FP

Row ID: 2801401

Issue Date: Dec 08, 2009

Expiration Date: Jan 11, 2011

Philip Huang, M.D. M.P.H.

Health Authority

Gardner Betts Travis County
Travis County Juvenile/Gardner-Betts
2515 S Congress Ave
Austin TX 78704

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Single Audit Identification Data

For Program Year July 1, 2010-June 30, 2011

(FND Use Only)

Part I

Name of Contracting Organization Travis County Juvenile Probation		Contact Person/Title Britt Canary/Deputy Chief Administration Services
Address (Street or P.O. Box, City, State, ZIP Code) 2515 South Congress Avenue/Austin, TX. 78704-5594		
Area Code and Telephone No. (512) 854 — 7541	Texas ID No. 7460001912	Contract No. 75- F1017
Contractor Fiscal Year End (mm/dd/yyyy) 09/30/2010	Type of Contract <input type="checkbox"/> For Profit <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> State Agency <input type="checkbox"/> Other	

Part II

Check the appropriate box(es) to indicate the type(s) of program(s) in which you currently participate or for which you are applyi

Commodity Assistance Programs	Program Nos.	Cash Reimbursement Programs	Program No
<input type="checkbox"/> A – National School Lunch/Breakfast		<input type="checkbox"/> AD – CACFP Adult Day Care	TX -
<input type="checkbox"/> B – Charitable Institutions		<input checked="" type="checkbox"/> BL – National School Lunch/Breakfast	TX - 227-2009
<input type="checkbox"/> C – Area Agency on Aging		<input type="checkbox"/> CC – CACFP Child Care Centers	TX -
<input type="checkbox"/> G – Summer Camps		<input type="checkbox"/> DH – CACFP Day Care Homes	TX -
<input type="checkbox"/> H – Summer Food Service Program		<input type="checkbox"/> SF – Summer Food Service Program	TX -
<input type="checkbox"/> J – Jails		<input type="checkbox"/> SM – Special Milk Program	TX -
<input type="checkbox"/> I – TEXCAP		<input type="checkbox"/> TE – TEXCAP	TX -
<input checked="" type="checkbox"/> CS – Commodity Supplemental Food Prog.	227022A	<input type="checkbox"/> CS – Commodity Supplemental Food Prog.	TX -
		<input type="checkbox"/> SN – Senior Farmers' Market Nutrition Program	TX -

Part III

A. Does your organization expend federal funds from programs other than those listed above? ☒ Yes ☐ No
If yes, complete Part III, B.

B. Give the source and amount of any federal funds that your organization projects to expend during the current fiscal year.

Source	Amount
Federal (per Single Audit)	\$24,545,467

Part IV

Single Audit Exemption – I certify that I am not required to submit an audit under the Single Audit Act for the following reason.
Check only one choice.

- ☐ I am a for-profit organization.
☐ I am a military base.
☐ I am a nonprofit organization and expend less than \$500,000 annually in total federal funding.
☐ I am an Indian Reservation.

I understand that if I meet the requirements of the Single Audit Act, now or in the future, I must submit an audit as a condition of eligibility to participate in the Food and Nutrition Division, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private nonprofit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

Samuel T. Biscoe
Signature—Authorized Representative

5/11/2010

Date

Name (please type or print)

Samuel T. Biscoe

Title

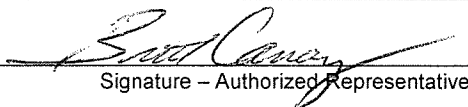
County Judge

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Food and Nutrition Division
Certificate of Authority

This is to certify that the following person(s):

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Britt Canary	Deputy Chief-New Primary Authorized Representative
E-mail Address	Area Code and Telephone Number
Britt.Canary@co.travis.tx.us	(512) 854-7541


Signature – Authorized Representative

8-26-10
Date of Signature

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
E-mail Address	Area Code and Telephone Number

Signature – Authorized Representative

Date of Signature

is (are) designated as an Authorized Representative of

Name of Contracting Organization		
Travis County Juvenile Probation Department-Gardner Betts		
Address (Street, City, State, ZIP Code)		
2515 South Congress Ave, Austin, TX. 78704-5594		
Program (TX) No.	Contract No.	Commodity Agreement No.
TX – 227-2009	75 – F1017	75 – 227022A

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Organization (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Samuel T. Biscoe	County Judge
E-mail Address	Area Code and Telephone Number
Sam.Biscoe@co.travis.tx.us	(512) 854-9555

Signature — Official of Contracting Organization

05/04/2010
Date of Signature

Deleted Authorized Representatives: A contracting organization may not have more than three (3) authorized representatives, including the official of the contracting agency. If you are deleting an authorized representative, list the name(s) of the individual(s) to be removed as authorized representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative
Darryl Beatty		

For TDA Use Only

Received By	Date Received

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

Grant Title:	Casey Family Programs Community and Family Reintegration Project		
Grant Period:	From: 1/1/10	To: 12/31/10	
Grantor:	Casey Family Programs		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" 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:			57,979			57,979
Operating:			22,021*			22,021
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$0	\$80,000	\$0	\$0	\$80,000
FTEs:			1.00			1.00

*The proposed amendment would allocate \$13,500 for client services and leave \$8,521 for training, travel and office supplies for the Care Coordinator.

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/09	3/31/10	6/30/10	9/30/10	
Total number of families served by the program (OCS – Children FIRST) *Includes carry-over clients from FY 09	140	56*	39	43		140
Children served will be maintained in their homes	80%	74%	95%	75%		80%
Measures For Grant						
Number of youth w/family screened for enrollment	20	5	3	7		20
Outcome Impact Description	Youth and family are screened to determine eligibility for services.					
Number of youth w/family enrolled	12	5	2	5		12

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Outcome Impact Description	Youth with complex mental health needs and their families are provided with traditional and non-traditional services.					
Number of youth reintegrated into family home	5	0	3	0		5
Outcome Impact Description	The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.					

PBO Recommendation:

Health and Human Services and Veterans Service is requesting an amendment to the Memorandum of Understanding with Casey Family Programs and the Texas Department of Family and Protective Services in order to include client services as an eligible expense within the existing budget for the Casey Family Programs Community and Family Reintegration . The current agreement only allows the grant resources to be spent on the salary, benefits, training, travel and office supplies for the Care Coordinator paid by the grant. The department has stated this change will not impact the position and will allow part of the grant to be reallocated toward needed client services.

PBO recommends approval.

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

In the MOU approved by Commissioners Court on 3/30/10, Casey Family Programs is providing \$80,000 to cover salary, benefits, training, travel and office supply expenses for a Care Coordinator to work with clients referred to the Office of Children's Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). OCS approves these clients for mental health services provided under a contract with Austin Travis County Mental Health and Mental Retardation.

There is more than enough money in the agreement to cover the Care Coordinator expenses. This amendment allows up to \$13,500 of the \$80,000 to be spent on client services

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

OCS provides clinical supervision and oversight for the project as well as office space and office equipment for the Care Coordinator.

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

There is no match required other than the clinical oversight, office space and office equipment. OCS will find the money internally for the office space and office equipment.

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

The grant does not allow payment of indirect or administrative costs.

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

OCS would still refer clients for mental health services with or without the Casey funds. Discontinuation of the grant would mean there would be one less Care Coordinator to handle referrals.

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 current performance measures for OCS include clients handled by the grant-funded Care Coordinator.

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**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: August 23, 2010
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
SUBJECT: Travis County Health and Human Services and Veterans Service
Amendment of Community and Family Reintegration Project
Memorandum of Understanding

Proposed Motion:

Consider and take appropriate action to approve an amendment to the Memorandum of Understanding (MOU) between Casey Family Programs, the Texas Department of Family and Protective Services, and Travis County allowing funds to be spent on certain client services provided under the Community and Family Reintegration Project.

Summary and Staff Recommendations:

Representatives from Travis County Health and Human Services and Veterans Service (TCHHSVS), the Texas Department of Family and Protective Services (TDFPS), and the Casey Family Programs (CFP) have been operating the reintegration project for more than two years. The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

The Commissioners Court approved the 2010 MOU on 3/30/10. The MOU provides \$80,000 to Travis County for salary, benefits, training, travel and office supplies for a Care Coordinator. There is more than enough money in the agreement to cover these

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expenses. This amendment allows up to \$13,500 to be spent on client services in six areas: Education/Training, Assessments/Evaluation, Treatment Services, Flexible Community Support Services, Enrichment Services, and Basic Needs. The actual services are provided through a contract Travis County has with Austin Travis County Integral Care.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The amended MOU will provide \$66,500 for salary, benefits, training, travel and office supplies for the Care Coordinator between January 1, 2010 and December 31, 2010, and \$13,500 for client services.

Issues and Opportunities:

The Community and Family Reintegration Project ensures that youth returned to the community by Child Protective Services are fully integrated in available supportive services so there is a higher likelihood of sustaining the placement at lower overall community cost. Additionally, this project is intended to reduce the number of children in TDFPS custody. A reduction in the number of children in custody should have a positive impact on the Travis County Child Protective Services Board budget.

Background:

The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, 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

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FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES,
TRAVIS COUNTY AND
CASEY FAMILY PROGRAMS

PARTIES

This First Amendment to the Memorandum of Understanding ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Casey Family Programs ("CFP"), and Texas Department of Family and Protective Services ("TDFPS").

RECITALS

County, CFP and TDFPS ("Parties") entered into the Memorandum of Understanding ("MOU" or "Agreement") to provide services for the care of indigents, for public health education and information and/or for other authorized services under the Community and Family Reintegration Project, the initial term of which began January 1, 2010, and will terminate December 31, 2010 ("2010 MOU Term").

The First Amendment to the MOU provides for changes to the MOU by the written agreement signed by both Parties.

The Parties desire to amend the MOU to reflect mutually agreed upon changes to the MOU.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration to be received through the following changes, the Parties agree to amend the MOU as follows:

1.0 GENERAL TERMS

1.1 **2010 MOU Term.** The Parties agree that the changes in this Amendment apply to services to be provided under the provisions for the 2010 Term beginning January 1, 2010, and terminating December 31, 2010 ("2010 MOU Term").

2.0 CONTRIBUTIONS

2.1 **CFP Contributions.** The Parties agree to amend Section 4.1.1, "Funds for Collaboration Costs," as follows:

2.1.1 Amend subsection (b) to change the **\$80,000** for 2010 for County staff/service(s) cost, training(s) costs/expenses, travel costs, and office supplies to **\$66,500**.

2.1.2 Add subsection (c) as follows:

(c) Up to \$13,500 in 2010 to pay County for services for children and families served by the Project as set forth specifically in Exhibit 1 – County Services, attached to this Amendment, and which Exhibit 1 is hereby made a part of the MOU, as amended, constituting promised performance by the Parties.

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3.0 OTHER TERMS

3.1 All terms not specifically amended in this First Amendment remain in full force and effect.

4.0 INCORPORATION

4.1 The Parties hereby incorporate this First Amendment into the MOU. The Parties hereby ratify all the terms and conditions of the MOU as amended. The MOU, as amended, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment is effective when it is approved and signed by the Parties. This MOU, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

CASEY FAMILY PROGRAMS

By: _____
Patsy Sellers
Managing Director – Field Offices

Date: _____

Notice Address:

Casey Family Programs
5201 East Riverside Dr.
Austin, TX 78741
Attn: Ann Stanley – Senior Director
Telephone: 512.892.5890
Facsimile: 877.219.9144
Email: astanley@casey.org

**TEXAS DEPARTMENT OF FAMILY AND
PROTECTIVE SERVICES**

By: _____
Shelia Brown
Regional Director

Date: _____

Notice Address:

Texas Department of Family & Protective Services
14000 Summit Drive, Ste. 100
Austin, TX 78728
Attn: Shelia Brown – Regional Director
Telephone: 512.834.3100
Facsimile: 512.339.5915
Email: shelia.brown@dfps.tx.us

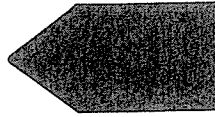
**TRAVIS COUNTY - TRAVIS COUNTY
HEALTH AND HUMAN SERVICES AND
VETERANS' SERVICE**

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Notice Address:

Travis County Health and Human Services &
Veterans Service
P.O. Box 1748
Austin, TX 78767
Attn: Samuel T. Biscoe – Travis County Judge



FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES, TRAVIS COUNTY HEALTH,
HUMAN SERVICES AND VETERANS' SERVICES AND
CASEY FAMILY PROGRAMS

EXHIBIT 1 – COUNTY SERVICES

County Eligible Services to be provided under the amended Section 4.1.1(c) are as follows:

1. Education/Training

- a. Parent/Caretaker Education
- b. Life Skills Training Prevention Services which may include specialized areas of focus such as:
 - i. Violence Prevention
 - ii. Teen Pregnancy Prevention
 - iii. Substance Abuse Prevention
 - iv. Vocational Training
- c. Tutoring

2. Assessments/Evaluation

- a. Psychological Assessment
- b. Psychiatric Assessment
- c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)
- d. Functional/Behavior Assessment
- e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

- a. Individual, Group or Family Counseling/therapy
- b. Crisis Counseling
- c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).

- d. Medication Management
- e. Nursing Services
- f. Substance Abuse Intervention (substance abuse counseling)
- g. Substance Abuse Treatment
- h. Psychosocial Skills Training/Behavior Management

4. *Flexible Community Support Services*

- a. Respite Care
- b. Child Care/supervision
- c. Transportation
- d. Parent Coach
- e. Employment Support Services
- f. Mentoring
- g. Therapeutic/Behavioral Aide
- h. Case Conference (Wraparound Team Meeting)
- i. Shelter Care

5. *Enrichment Services*

- a. Recreational/Social activities
- b. Gap Time Enrichment Activities
- c. Camp
- d. After School Program
- e. Enrichment Skill Development
- f. Case Management

6. *Basic Needs* – Essential services in order to meet basic needs for survival such as:

- a. Emergency Food
- b. Clothing
- c. Housing Modifications

- d. Utilities
- e. Housing Assistance
- f. Medical Purchases

Any other eligible service or support, not defined above, that meets the needs established in the Plan of Care, or an emergency or crisis situation.

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GRANT SUMMARY SHEET

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

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

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

Check One:	New: <input type="checkbox"/>	Continuation: <input 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:	\$252,675					\$252,675
Operating:	4,145,079					4,145,079
Capital Equipment:						0
Indirect Costs:	224,945					224,945
Total:	4,622,699	\$0	\$0	\$0	\$0	\$4,622,699
FTEs:	3.00					3.00

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

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						
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP, Home Repair and ARRA WAP)	1,365					1,365
Measures For Grant						
# of Households receiving ARRA WAP Assistance Program <input type="checkbox"/>	564					563

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

PBO Recommendation:

Health and Human Services and Veterans Service is requesting the creation of three FTE within the ARRA Weatherization Assistance Program. An amendment to the agreement was approved by the Commissioners Court on August 3, 2010 that increased the estimated award to \$4,622,699. There are budgeted resources for personnel costs for regular and temporary grant staff to support the program. The department is requesting two Caseworkers, pay grade 15, and one Housing Services Supervisor FTE, pay grade 16, be created and be fully paid by the grant. The grant is scheduled to end on August 31, 2011 and the positions would end upon termination of the grant. The department will also use temporary employees as needed to support the program.

PBO recommends approval.

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

This personnel request is for three employees be added to this grant and the creation of these slots as described below. These employees will be grant funded employees with benefits. The department requests two caseworker positions in pay grade 15. These positions are needed to ramp up the eligibility determination of the clients who will receive the weatherization assistance provided by the grant. The other position will be a Housing Services Supervisor with a pay grade 16. The duties of this position will be to perform tasks as an assessor/monitor of ARRA WAP projects. The end of the grant period at this time is August 31, 2011.

In addition to these mentioned positions, there may be other temporary employees hired as needed with use of these grant funds to ensure the completion of the grant responsibilities before the end of the grant period.

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

The hiring of these grant employees does not change the allocation amount for this grant nor does it negatively impact the general fund for the department. The term of these grant employees will end on August 31, 2011.

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

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

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

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

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

Yes

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

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

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. It should also be noted with this program funding, the department is able to meet the needs of those residents living in multi-family dwellings as well as single-family residences.

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



**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: August 24, 2010

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of status report for 2009 – 11 American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) and Request for creating three grant personnel slots

Proposed Motion: Consider and take appropriate action to approve the creation of three grant slots in the American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP).

Summary and Staff Recommendation: Staff requests the acceptance of this request for creating three grant personnel slots in the ARRA WAP program funding. This request is for three grant employee slots to be added to this grant. The slots to be added are two caseworker slots in pay grade 15, and one Housing Services Supervisor slot in pay grade 16. These three employees are to receive full benefits.

The two caseworker positions are needed to ramp up the eligibility determination of the clients who will receive the weatherization assistance provided by this grant. The other position, of Housing Services Supervisor, will perform the tasks as an assessor/monitor of the ARRA WAP projects. In addition to these positions, there may be temporary employees hired as needed with use of these grant funds to ensure the completion of the grant responsibilities before the end of the grant period which is August 31, 2011.

Budgetary and Fiscal Impact: The hiring of these grant employees does not change the allocation amount for this grant nor does it negatively impact the general fund for

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the department. The end date for these grant employees will be August 31, 2011 which is the scheduled end date of the grant period. These positions will not continue after the end date of the grant.

Issues and Opportunities: This grant has promoted collaboration between the departmental staff and staff from the County Auditors, Planning & Budget, County Attorneys, Purchasing, and HRMD departments to plan strategies for expending these ARRA WAP grant funds in a timely manner. As it is realized the execution and successful completion of this grant assistance lies with the many staff involved in the project.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Jason Walker, Travis County Purchasing Office
✓ Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

September 7, 2010

I. A. Request made by:



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

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING DISCUSSION WITH THE OPERATIONAL PLANNING TEAM IN DEVELOPING A STRATEGY FOR ASSESSING THE ORGANIZATIONAL STRUCTURE AND THOSE WHO NEED TO BE INVOLVED IN THE PROCESS.

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.



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

From: The Organizational Planning Team

Date: September 1, 2010

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING DISCUSSION WITH THE OPERATIONAL PLANNING TEAM IN DEVELOPING A STRATEGY FOR ASSESSING THE ORGANIZATIONAL STRUCTURE AND THOSE WHO NEED TO BE INVOLVED IN THE PROCESS

The Organizational Planning Team, under the leadership of the Commissioners Court, has been meeting for over a year regarding the organizational structure of Travis County's direct reports to the Commissioners Court. During this time, we have worked on a number of issues on behalf of the Court. The following is an outline of what we have accomplished. In addition, we would like to discuss a strategy going forward and request your participation in a Work Session sometime in October.

What we have done:

1. Administrative Operations Departments –
 - a. Established designees to act as facilitators for the departments who reported to Administrative Operations.
2. HRMD –
 - a. Recruited and selected an interim Director;
 - b. Recruited and hired a permanent HR Director after a nationwide search;
 - c. Utilized team member HR facilitator to hire a new STER Manager.
3. Management Team Assistance –
 - a. Court Sub-Committee named to provide the Management Team direction as needed; and
 - b. Designate a member of the County Attorney to advise the Team on an as needed basis

Going forward:

1. We believe that Court discussion on organizational strategy is helpful for us to have a better idea of the overall direction you would prefer.
2. We would propose a Work Session in October to begin this discussion on organizational strategy. This may include various options with pros and cons to consider
3. We would propose a facilitator be utilized to assist in expediting discussions and guiding us through the process.

At the Work Session we recommend:

1. Developing a strategy for assessing the organizational structure and those who need to be involved in the process.
2. Identifying the depth of the organizational assessment.
3. Identifying appropriate outside assistance required to perform the assessment.
4. Incorporate the Business Plan into the findings of the organizational assessment. This assumes a desire to embrace the Business Plan as a means of identifying organizational priorities.

Between now and the October Work Session we would welcome the Commissioners Court input and ideas on organizational assessment, the work of the OPT going forward, and themes for the business plan which can all be incorporated into the agenda for our Work Session. Please forward these to the OPT Facilitator, Rodney Rhoades, at your convenience.

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Travis County Commissioners Court Agenda Request

Voting Session September 7, 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 \$773,833.99, for the period of August 20, 2010 to August 26, 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)

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 31 PM 2:12

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 7, 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: August 20, 2010 to August 26, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$773,833.99

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 \$773,833.99.

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
AUGUST 20, 2010 TO AUGUST 26, 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: September 7, 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: August 20, 2010
 TO: August 26, 2010

REIMBURSEMENT REQUESTED: **\$ 773,833.99**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,535,497.89
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 31, 2010	\$ (758,814.07)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 773,833.99
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 773,833.99

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


All claims over \$25,000 (4 this week totaling \$279,752.79) 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.

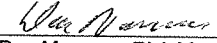
Fifteen percent (15%) of all claims under \$25,000 (\$77,238.88) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

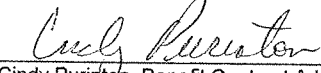
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$34,251.10.

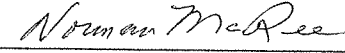
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 8/30/10
 Diane Blankenship, Director, HRMD Date

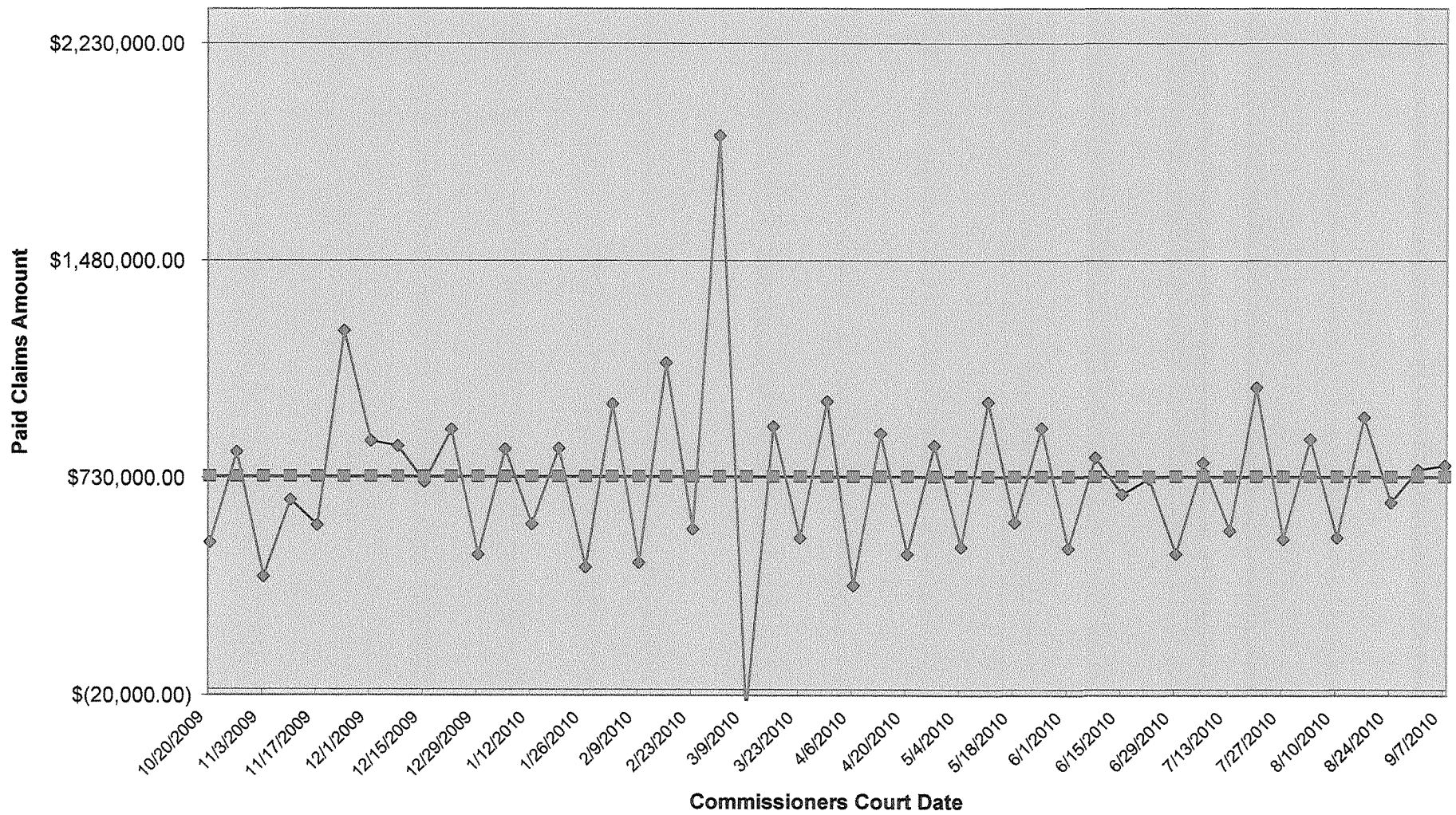
 8-30-10
 Dan Mansour, Risk Manager Date

 8/27/10
 Cindy Purinton, Benefit Contract Administrator Date

 8/27/10
 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 from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/2009	10/8/2009	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/2009	10/15/2009	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/2009	10/22/2009	11/3/2009	\$ 388,581.81	\$ 734,980.88	2	\$ 81,663.47
10/23/2009	10/29/2009	11/10/2009	\$ 653,822.83	\$ 734,980.88	2	\$ 58,028.60
10/30/2009	11/5/2009	11/17/2009	\$ 567,206.00	\$ 734,980.88	0	\$ -
11/6/2009	11/12/2009	11/24/2009	\$ 1,238,417.14	\$ 734,980.88	3	\$ 185,593.04
11/13/2009	11/19/2009	12/1/2009	\$ 857,273.45	\$ 734,980.88	3	\$ 185,891.08
11/20/2009	11/26/2009	12/8/2009	\$ 839,621.97	\$ 734,980.88	2	\$ 55,007.00
11/27/2009	12/3/2009	12/15/2009	\$ 715,804.02	\$ 734,980.88	4	\$ 148,691.08
12/4/2009	12/10/2009	12/22/2009	\$ 897,384.47	\$ 734,980.88	4	\$ 202,013.76
12/11/2009	12/17/2009	12/29/2009	\$ 464,771.71	\$ 734,980.88	0	\$ -
12/18/2009	12/24/2009	1/5/2010	\$ 829,110.94	\$ 734,980.88	1	\$ 28,410.00
12/25/2009	12/31/2009	1/12/2010	\$ 570,023.00	\$ 734,980.88	2	\$ 74,273.56
1/1/2010	1/7/2010	1/19/2010	\$ 831,839.57	\$ 734,980.88	1	\$ 27,013.12
1/8/2010	1/14/2010	1/26/2010	\$ 421,088.38	\$ 734,980.88	0	\$ -
1/15/2010	1/21/2010	2/2/2010	\$ 984,912.81	\$ 734,980.88	3	\$ 212,163.43
1/22/2010	1/28/2010	2/9/2010	\$ 437,127.76	\$ 734,980.88	0	\$ -
1/29/2010	2/4/2010	2/16/2010	\$ 1,127,243.08	\$ 734,980.88	4	\$ 300,506.33
2/5/2010	2/11/2010	2/23/2010	\$ 553,376.57	\$ 734,980.88	2	\$ 130,929.00
2/12/2010	2/18/2010	3/2/2010	\$ 1,911,218.40	\$ 734,980.88	10	\$ 921,042.22
2/19/2010	2/25/2010	3/9/2010	\$ (79,012.21)	\$ 734,980.88	3	\$ 116,905.73
2/26/2010	3/4/2010	3/16/2010	\$ 908,089.12	\$ 734,980.88	2	\$ 75,714.11
3/5/2010	3/11/2010	3/23/2010	\$ 522,919.47	\$ 734,980.88	1	\$ 54,720.32
3/12/2010	3/18/2010	3/30/2010	\$ 993,708.79	\$ 734,980.88	4	\$ 122,081.44
3/19/2010	3/25/2010	4/6/2010	\$ 358,684.00	\$ 734,980.88	0	\$ -
3/26/2010	4/1/2010	4/13/2010	\$ 882,871.37	\$ 734,980.88	3	\$ 122,334.64
4/2/2010	4/8/2010	4/20/2010	\$ 466,721.73	\$ 734,980.88	1	\$ 34,670.68
4/9/2010	4/15/2010	4/27/2010	\$ 841,261.29	\$ 734,980.88	2	\$ 54,607.82
4/16/2010	4/22/2010	5/4/2010	\$ 491,330.89	\$ 734,980.88	0	\$ -
4/23/2010	4/29/2010	5/11/2010	\$ 991,213.23	\$ 734,980.88	3	\$ 146,388.40
4/30/2010	5/6/2010	5/18/2010	\$ 576,874.07	\$ 734,980.88	2	\$ 72,832.36
5/7/2010	5/13/2010	5/25/2010	\$ 902,612.71	\$ 734,980.88	1	\$ 32,865.00
5/14/2010	5/20/2010	6/1/2010	\$ 486,551.40	\$ 734,980.88	1	\$ 26,004.75
5/21/2010	5/27/2010	6/8/2010	\$ 801,226.70	\$ 734,980.88	0	\$ -
5/28/2010	6/3/2010	6/15/2010	\$ 673,591.39	\$ 734,980.88	2	\$ 97,381.00
6/4/2010	6/10/2010	6/22/2010	\$ 728,194.42	\$ 734,980.88	0	\$ -
6/11/2010	6/17/2010	6/29/2010	\$ 467,453.84	\$ 734,980.88	1	\$ 27,463.00
6/18/2010	6/24/2010	7/6/2010	\$ 782,774.17	\$ 734,980.88	0	\$ -
6/25/2010	7/1/2010	7/13/2010	\$ 547,858.01	\$ 734,980.88	2	\$ 64,045.12
7/2/2010	7/8/2010	7/20/2010	\$ 1,041,661.52	\$ 734,980.88	2	\$ 96,169.08
7/9/2010	7/15/2010	7/27/2010	\$ 517,916.00	\$ 734,980.88	1	\$ 27,700.00
7/16/2010	7/22/2010	8/3/2010	\$ 863,260.86	\$ 734,980.88	2	\$ 59,620.10
7/23/2010	7/29/2010	8/10/2010	\$ 524,218.03	\$ 734,980.88	2	\$ 70,119.79
7/30/2010	8/5/2010	8/17/2010	\$ 939,497.16	\$ 734,980.88	2	\$ 67,225.02
8/6/2010	8/12/2010	8/24/2010	\$ 646,071.27	\$ 734,980.88	3	\$ 274,897.81
8/13/2010	8/19/2010	8/31/2010	\$ 758,814.07	\$ 734,980.88	0	\$ -
8/20/2010	8/26/2010	9/7/2010	\$ 773,833.99	\$ 734,980.88	4	\$ 279,752.79

Paid & Budgeted Claims to Date	\$ 34,025,081.30	\$ 34,544,101.36
Total Paid Claims less Total Weekly Budget		\$ (519,020.06)
note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.		

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 8/27/2010 4:37 AM
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-08-27
REQUEST AMOUNT: \$1,535,497.89

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-08-26	\$423,204.77
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,515,513.23
+ CURRENT DAY NET CHARGE:	\$19,984.66
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,535,497.89

ACTIVITY FOR WORK DAY: 2010-08-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$149,159.03	\$00.00	\$149,159.03
TOTAL:	\$149,159.03	\$00.00	\$149,159.03

ACTIVITY FOR WORK DAY: 2010-08-23

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$232,541.44	\$00.00	\$232,541.44

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_08_26

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	-37.95	RE	61621690	AA		5 10/8/2009	50	8/27/2010	8/26/2010
701254	632	-42.45	RE	28655690	AA		5 9/17/2009	50	8/27/2010	8/26/2010
701254	632	-45.93	RH	72606140	AH		9 4/16/2010	50	8/23/2010	8/26/2010
701254	632	-47.19	RG	90357120	AH		9 2/26/2010	50	8/23/2010	8/26/2010
701254	632	-51.54	NN	SSN00000	AL		0 8/23/2010	600	8/27/2010	8/26/2010
701254	632	-60.07	RI	56486950	AH		1 6/7/2010	50	8/24/2010	8/26/2010
701254	632	-64.96	NN	SSN00000	AL		0 8/23/2010	600	8/27/2010	8/26/2010
701254	632	-107.88	RH	84877630	AH		1 8/18/2010	50	8/24/2010	8/26/2010
701254	632	-123.9	T6	32447590	AB		2 8/23/2010	50	8/25/2010	8/26/2010
701254	632	-232.2	UZ	34775350	AH		7 3/17/2010	50	8/25/2010	8/26/2010
701254	632	-312	UZ	51800870	AE		6 4/14/2010	50	8/25/2010	8/26/2010
701254	632	-343.64	NN	SSN00000	AL		0 8/17/2010	600	8/23/2010	8/26/2010
701254	632	-803	UZ	34775350	AE		6 3/17/2010	50	8/25/2010	8/26/2010
701254	632	-930.37	NN	SSN00000	AL		0 8/23/2010	600	8/27/2010	8/26/2010
701254	632	-1564.01	NN	SSN00000	AL		0 8/17/2010	600	8/23/2010	8/26/2010
701254	632	-1875	NN	SSN00000	AL		0 8/23/2010	600	8/27/2010	8/26/2010
701254	632	-2521.27	NN	SSN00000	AL		0 8/20/2010	600	8/26/2010	8/26/2010
701254	632	-10494	NN	SSN00000	AL		0 8/20/2010	600	8/26/2010	8/26/2010
701254	632	-14427	NN	SSN00000	AL		0 8/23/2010	600	8/27/2010	8/26/2010

9

773,833.99

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 08/26/2010

<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>
----------------	------------------	------------	--------------	------------	------------------------	-----------------	-----------------------	-------------------

Total: \$0.00

9

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/26/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	91,826.90
	RR	
	526-1145-522.45-29	5,883.67
Total CEPO		\$97,710.57
EPO		
	EE	
	526-1145-522.45-20	261,509.57
	RR	
	526-1145-522.45-21	18,339.44
Total EPO		\$279,849.01
PPO		
	EE	
	526-1145-522.45-25	372,193.90
	RR	
	526-1145-522.45-26	24,080.51
Total PPO		\$396,274.41
Grand Total		\$773,833.99


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Travis County Commissioners Court Agenda Request

Voting Session 9/7/10
(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 

A. Routine Personnel Actions

B. Non-Routine Personnel Action

Non-Routine Request from the Travis County Sheriff's Office for a variance to Travis County Code Chapter 10.03002, General Overview for Determining Pay Policy

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

II. Additional Information

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

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Greg Hamilton, Sheriff, TCSO Phone # 854-9770
Diane Blankenship, Director, HRMD Phone # 854-9170
Todd L. Osburn, Compensation Manager, HRMD Phone # 854-2744

III. Required Authorizations: Please check if applicable:

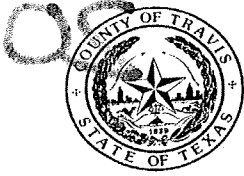
_____ Planning and Budget Office (854-9106)

_____ 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

September 7, 2010

ITEM # :

DATE: August 27, 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

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Action – Pages 5 – 7.

Sheriff's Office requests approval for salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Slot 911, Marketable Skills Prog Supv, PG 18. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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
District Clerk	128	Court Clerk I*	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Probate Court	12	Attorney I	21 / \$55,316.77	21 / \$55,316.77
Sheriff	105	Licensed Voc Nurse	15 / Midpoint / \$42,205.49	15 / Midpoint / \$42,205.49
Sheriff	1326	Victim Counselor Sr	16 / Minimum / \$36,121.07	16 / Minimum / \$36,121.07
TNR	573	Park Maint Worker*	7 / \$25,584.00	7 / \$25,584.00
TNR	593	Park Maint Worker*	7 / \$25,584.00	7 / \$25,584.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	50018	Law Clerk II	18 / \$19.88	18 / \$19.88	05
Fac Mgmt	50078	Building Ops Worker	10 / \$11.58	10 / \$11.58	05
Juvenile Public Defender	20001	Law Clerk II	18 / \$19.88	18 / \$19.88	02
TNR	50069	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
TNR	50072	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
TNR	50094	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
TNR	50114	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
TNR	50116	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1754	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$46,395.02	\$50,033.98	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Co Agricultural Ext Serv	Slot 25 / Social Svcs Prgm Spec Assoc* / Grd 13 / \$29,501.26	Co Agricultural Ext Serv	Slot 24 / Social Svcs Prgm Spec Assoc* / Grd 13 / \$29,501.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Co Agricultural Ext Serv	Slot 24 / Social Svcs Prgm Spec Assoc* / Grd 13 / \$29,501.26	Co Agricultural Ext Serv	Slot 24 / Social Svcs Prgm Spec / Grd 16 / \$37,781.00	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 49 / Court Clerk Asst / Grd 11 / \$28,870.40	County Clerk	Slot 121 / Court Clerk I / Grd 13 / \$33,051.20	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 126 / Office Specialist / Grd 10 / \$28,234.65	County Clerk	Slot 31 / Court Clerk I / Grd 13 / \$33,051.20	Promotion. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 59 / Custodian / Grd 5 / \$27,650.06	Fac Mgmt	Slot 115 / Custodian Lead / Grd 7 / \$29,016.00	Promotion. 5% pay increase, pay exceeds max of pay grade. CC approved on 6/17/08.
ITS	Slot 118 / Project Mgr I / Grd 27 / \$92,000.00	ITS	Slot 108 / Project Management Div Mgr / Grd 30 / \$101,200.00	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 9 / Court Clerk II Sr / Grd 16 / Part-time \$20,668.51	JP Pct 2	Slot 9 / Court Clerk II Sr / Grd 16 / Full-time \$41,337.02	Status change from part-time to full-time (20 hrs to 40 hrs).
* 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
JP Pct 3	Slot 9 / Court Clerk I / Grd 13 / Part-time \$14,750.63	County Clerk	Slot 30 / Court Clerk I / Grd 13 / Full-time \$30,388.80	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade. Status change from part-time to full-time (20 hrs to 40 hrs). Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 202 / Accounting Clerk / Grd 11 / \$28,632.86	Juvenile Probation	Slot 252 / Administrative Asst I* / Grd 11 / \$28,632.86	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 1092 / Corrections Officer Sr* / Grd 83 / \$45,374.99	Sheriff	Slot 224 / Deputy Sheriff Law Enforcement* / Grd 72 / \$48,269.94	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1101 / Corrections Officer Sr / Grd 83 / \$43,177.06	Sheriff	Slot 592 / Deputy Sheriff Law Enforcement* / Grd 72 / \$46,395.02	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1169 / Detective Law Enforcement* / Grd 75 / \$79,292.93	Sheriff	Slot 1169 / Sergeant Law Enforcement / Grd 76 / \$84,539.94	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1214 / Security Coord / Grd 12 / \$30,807.79	Sheriff	Slot 1783 / Cadet* / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
Sheriff	Slot 1338 / Cert Nursing Asst / Grd 10 / \$31,719.65	Sheriff	Slot 103 / Licensed Voc Nurse / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
Sheriff	Slot 1617 / Security Coord / Grd 12 / \$29,292.00	Sheriff	Slot 1495 / Cadet* / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
* Actual vs Authorized				

SECTION B. NON-ROUTINE PERSONNEL ACTION**NON-ROUTINE – Salary Adjustment**

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 911 / Marketable Skills Prog Supv / Grd 18 / \$60,380.80	Sheriff	Slot 911 / Marketable Skills Prog Supv / Grd 18 / \$62,022.48	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

**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



Human Resources Management Department

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

MEMORANDUM

DATE: August 27, 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 of Human Resources

SUBJECT: Sheriff Non-Routine Salary Adjustment, Slot 911

HRMD requests Commissioners Court to discuss and consider the following action.

Travis County Sheriff's Office Request:

The Travis County Sheriff's Office (TCSO) requests approval to increase the current salary of one Marketable Skills Program Supervisor in the amount of \$1,641.68. The proposed salary adjustment would bring the employee to the salary maximum. The salary adjustment would apply to the following slot:

<u>Slot #</u>	<u>From</u>	<u>To</u>
911	\$60,380.80	\$62,022.48

Policy

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Recommendation

HRMD recommends approval of the proposed salary adjustment. TCSO's request facilitates retention of a key employee and is consistent with the intent of the referenced policy. Planning and Budget Office (PBO) has confirmed funding.

6



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

August 18, 2010

MEMORANDUM

TO: Todd Osburn, Compensation Manager, HRMD
FROM: Greg Hamilton, Sheriff *GH*
SUBJECT: Salary Adjustment - *SLOT 911*

I have authorized a salary adjustment in the amount of \$1,641.68 effective September 1, 2010 for Marketable Skills Program Supervisor, based on internal equity with other supervisor salaries within the Sheriff's Office. : current salary is \$60,380.80 and new salary September 1 will be \$62,022.48.

I am requesting that position be reviewed in the next market study conducted by the County.

Should you have any questions or need additional information, please do not hesitate to contact my office.

GH/dr

Enclosure (Pay Determination Guide)

cc: Mark Sawa, Major, Administration & Support Bureau
Bill Derryberry, PBO
Cornelio "Pete" Trotman
Deborah Rich, H.R. Manager

7



Safety, Integrity, Tradition of Service

Travis County Commissioners Court Agenda Request

21

Voting Session: September 07, 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:

- A. Review and approve tuition refunds for employees who have completed classes in accordance with Tuition Reimbursement Policy §10.021
- B. Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

Approved by: _____
Signature of Commissioner 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:

 X **Planning and Budget Office (854-9106)**

 X **Human Resources Management Department (854-9165)**

_____ **Purchasing Office (854-9700)**

_____ **County Attorney's Office (854-9415)**

 X **County Auditor's Office (854-9125)**

 X **County Treasurer's Office (854-9365)**

RECEIVED
COUNTY JUDGES OFFICE
10 AUG 31 PM 2:12



Human Resources Management Department

1010 Lavaca, 2nd Floor

● P.O. Box 1748


● Austin, Texas 78767


● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: August 30, 2010

TO: Members of the Commissioners Court

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

FROM: Diane Blankenship, Director, HRMD 

SUBJECT: Tuition Refund Program Reimbursements

Proposed Motion:

- a) Review and approve tuition refunds for employees who have completed classes in accordance with the Tuition Reimbursement Policy §10.021.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

Summary and Staff Recommendation:

A total of forty four (44) requests for Summer 2010 semester are listed on the attached spreadsheet. HRMD recommends approval.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition reimbursement form
- a course description
- fee receipt
- official grade

Budgetary and Fiscal Impact:

A total of \$42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2010 Tuition Reimbursement. The total refund amount requested for your approval is \$12,410.53.

SU 2010 Req

	Semester Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
1	SU-001	Bauer	Eileen	TCSO	Corrections Ofcr, Sr	NEW	Criminal Court Systems		300.00
2	SU-002	Caldwell	Ashley	Criminal Courts	Office Specialist	NEW	American Court System	Chemical Dependency	300.00
3	SU-003	Capetillo	Marili	District Clerk	Court Clerk I	75946	Organizational Ethics and Social		300.00
4	SU-004	Cartwright	Amanda	County Clerk	Court Clerk I	NEW	Abnormal Psychology	Communication and Interviewing	300.00
5	SU-005	Delgado	Juan Castro	Juv Prob	JPO II	NEW	Political Research and Methodology		300.00
6	SU-006	Doane	Karen	Tax Office	Accountant Sr	77031	Accounting - Financial	Accounting - Managerial	264.00
7	SU-007	Duval	Karen	County Attny	Paralegal	68369	Organizational Ethics and Social	Business Information Systems	300.00
8	SU-008	Elizondo	Priscela	County Attny	Attorney II	NEW	Intro to Paralegal	Contracts	132.00
9	SU-009	Garnett	Zetta	HRMD	Benefits Assistant	63567	Legal Issues in Health Care Deliv		300.00
10	SU-010	Gorman	Laura	County Attny	Attorney III	NEW	Intro to Psychology		187.20
11	SU-011	Greene	Pamela	HHS	Admin Associate	75193	Research and Evaluation I		300.00
12	SU-012	Hansen	Erika	County Attny	Attorney II	NEW	Spanish I		220.00
13	SU-013	Hill	Tracy C	TCSO	Corrections Officer, Sr	NEW	Intro to Criminal Justice		300.00
14	SU-014	Koenig	Casey	Juv Prob	Juvenile Detent Ofcr III	61248	Planning, Budgeting, and Program	Sytemic Intervention	300.00
15	SU-015	Kry	Makara	TCSO	Deputy Sheriff, Sr	71865	InterdisciplinaryCapstone - Crim Jus		300.00
16	SU-016	Kubiak	Joshua	Auditor	Auditor I	NEW	Fed Income Tax for Corporations		300.00
17	SU-017	Levisay	Jacklyn	CSCD	Probation Officer	70693	Political Research and Methodology	Problems in Public Law	300.00
18	SU-018	McGonagle	Marta	TCCES	Chem Dep Counselor	NEW	Organizational Behavior		300.00
19	SU-019	McKay	Gregory	TCSO	Corrections Officer	75196	Criminal Investigation	Police Systems and Practices	300.00
20	SU-020	Martindale	Sharon	Auditor	Financial Analyst III	NEW	Gov & Non-profit Accounting		300.00
21	SU-021	Martinez	Alexander	Tax Office	Tax Specialist I	77036	Cultural Diversity		300.00
22	SU-022	Martinez	Mai Kim	Tax Office	Business Analyst I	NEW	Management		300.00
23	SU-023	Mirelez	Joanie	District Attny	Court Clerk I	NEW	Criminology		300.00
24	SU-024	Nilsen	Kristine	HRMD	HR Specialist, Sr	73340	Intercultural Communication		300.00
25	SU-025	Padilla	Vicki	Criminal Courts	Judicial aide	NEW	Interpersonal Communication	Conflict Resolution in Organizations	300.00
26	SU-026	Paz	Pamela	TCSO	Corrections Officer	74370	Physics I	Physics II	300.00
27	SU-027	Pierce	Christa	TCSO	Tele 911 Specialist Sup	66269	Comparative Criminal Justice Sys		300.00
28	SU-028	Rodriguez	Limbania	County Attny	Legal Secretary	77039	U.S. History I		300.00
29	SU-029	Sanchez	Jessica	District Clk	Court Clerk I	NEW	Business		300.00
30	SU-030	Sanchez	Norina	Juv Prob	Legal Secretary, Sr.	NEW	Paralegal II		300.00
31	SU-031	Sexton	Christopher	Constable Pct 3	Deputy Constable	NEW	Leading Organizational Change	Leadership & Financ Performance	300.00
32	SU-032	Taylor	Stephanie	TCCES	Chem Depend Coun, Sr	NEW	US History I	US History II	264.00
33	SU-033	Valdez	Alejandrina	Juv Prob	JPO III	77041	Counseling Skills & Techniques	Info Systems Theories	300.00
34	SU-034	Waggoner	Nicole	District Attny	Legal Secretary	NEW	Legal Research	Litigation	300.00
35	SU-035	Ward	Russell	HHS	Carpenter	NEW	Spanish I		220.00

SU 2010 Req

		Carry-overs							
36	SU-036	Bauer	Eileen	TCSO	Corrections Ofcr, Sr	NEW	Criminal Procedure	Interpersonal Communication	300.00
37	SU-037	Cartwright	Amanda	County Clerk	Court Clerk I	NEW	Intro to Research Methods	Criminology	300.00
38	SU-038	Ervin	Ken	County Attorney	Attorney II	NEW	Spanish I		103.33
39	SU-039	Herrera	Albert	TCSO	Security Coord	56125	Spanish II		220.00
40	SU-040	Hill	Tracy C.	TCSO	Corrections Officer, Sr	NEW	Calculus II		300.00
41	SU-041	Hurt	Timothy	TCSO	Corrections Ofcr	64364	Research in Criminal Justice	Crime Theory & Victimization	300.00
42	SU-042	Koenig	Casey	Juv Prob	JDO II	61248	Methods of Research	Principles & Practices of Org. Devel.	300.00
43	SU-043	Kubiak	Joshua	Auditor	Auditor I	NEW	Federal Income Tax Individual	Bus Apps in Accounting	300.00
44	SU-044	Pierce	Jeremy	TCSO	Corrections Ofcr, Sr	NEW	Juvenile Delinquency		300.00
								Amount to Pay	\$12,410.53

RECEIVED
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

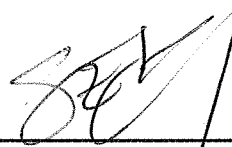
10 AUG 22 AM 9:03
Please consider the following item for:

DATE OF VOTING SESSION: September 7, 2010

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON PRESENTATION AND UPDATE FROM THE SUSTAINABLE FOOD POLICY BOARD ON PROGRESS MADE ON THE SEVEN CHARGES TO THE BOARD. (COMMISSIONER ECKHARDT)



Commissioner Sarah Eckhardt, Precinct 2

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

____ Contract, Agreement, Policy & Procedure

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

Austin/Travis County
Sustainable Food Policy Board First Annual Report

I. Establishment of the Board

In the beginning – community members, Marla Camp and Brandi Clark, together with the policy arm of local nonprofit Sustainable Food Center (led by Ronda Rutledge) brought the food policy board concept to area policymakers based on critical work being done by food policy boards elsewhere and in collaboration with the national Community Food Security Coalition.

A. Creating Ordinance -Sustainable Food Policy Board

- i. City of Austin passed and approved ordinance #20081120-058 on November 20, 2008 (city code section 2-1-170)
- ii. County of Travis supported all aspects of creating ordinance
- iii. SFPB serves in the unique capacity of directly advising both the city and the county primary policymakers
- iv. SFPB charged with helping to improve the availability of safe, nutritious, locally, and sustainably-grown food at reasonable prices for all residents

B. National expert, Mark Winne, helped to facilitate public meeting/workshop

- i. December 7, 2008 - large turnout of interested stakeholders (approximately 60 attendees for day long meeting)
- ii. work session – valuable brainstorming of issues/priorities

C. Board Application Process – huge pool of applicants (about 80), reflecting strong community support for the initiative

II. Basic workings of the SFPB

A. Significant Meetings

- i. Organizational Meeting - 3/30/09
- ii. Community meeting at Carver library – 6/1/09 to garner input
- iii. Planning retreat to establish initial work plan – 6/14/09
- iv. Regular meeting of board established - 4th Monday, midday

B. Scope of Board - far-reaching

- i. Advises policymakers about two intersecting areas
 - a) local food systems
 - b) food access and wellness
- ii. Local Food Systems
 - a) strengthen locally-based, self-reliant food economies
 - b) integrate sustainable food production, processing, distribution, consumption
 - c) enhance economic, environmental and overall health of Austin and Travis County
- iii. Food Access and Wellness
 - a) Good food as a human right - nutritious and affordable easily accessed in a respectful manner
 - b) No excuse for hunger in Austin/Travis County
- iv. Subcommittees
 - a) Business and Production (meets second Tuesday)
 - b) Access and Wellness (meets first Monday)

Austin/Travis County
Sustainable Food Policy Board First Annual Report

- c) Executive Committee – chair, vice-chair, committee chairs (meets third Monday)

III. Accomplishments

- A. Significant Resolutions to support local food systems
- i. Affordable Access to Water for Responsible Urban Agriculture
 - a) Austin City Council passed - Oct 15, 2009 - resolution 20091015-023
 - b) resulted in new meter rates for water used for responsible agriculture - separate from wastewater, includes a meter fee waiver process
 - ii. Support for Sustainable and Organic Urban Farms and Community Gardens
 - a) Austin City Council passed - Nov 19, 2009 - resolution 20091110-065
 - over 100 potential city-owned sites identified
 - Next steps: budget/FTE, SPOC, bid process for farming on public land (board researched similar projects and submitted templates from Philadelphia and Salt Lake City)
 - b) Travis County version passed on February 2, 2010
 - iii. Strengthening local food economy via support for Farmers Markets
 - a) April 29, 2010 Council passed an ordinance giving vendors at farmers' markets the right to pass out free samples under a new food handlers permit
 - b) March 25, 2010 Council passed Resolution No. 032510-54 asking the city manager to review city code to find a solution so that hot food may be prepared and sold at farmer's markets
 - The SFPB has worked diligently with city staff to find a solution, with no satisfactory results
 - SFPB is currently asking for an interim solution until state code can be amended via the TEFR
- B. Foodshed Assessment - \$69,000 proposal submitted for inclusion in the COA community obesity prevention grant application for University-assisted help with assessment
- C. Public Engagement/Communication
- i. off-site, evening, well-publicized meeting at Carver
 - ii. creating stakeholder email database for announcement-only listserv
- D. Board provided input regarding the Solid Waste Services Master plan – including advocacy for composting
- E. SFPB provided input into Sustainability position including a focus on sustainable foods
- F. Departmental single point of contacts (SPOCs) identified
- G. Rooster advocacy - input to Planning Commission and City Council to reject a proposed amendment to the City Code that would have banned backyard roosters
- H. Food pantry relative to public transportation accessibility spreadsheet
- I. Food policy best practices and benchmarks researched and information made available
- J. Board work groups established – with work in progress
- i. Communications
 - ii. Composting

Austin/Travis County
Sustainable Food Policy Board First Annual Report

IV. Work in Progress/Ongoing Objectives

- A. FTE - \$ from yet to be determined city stream, located at Watershed Protection or sustainability Office
- B. Developing Stakeholder List - intend to send regular updates from full board and possibly committees.
- C. Stakeholder database/informational listserv - plans to include: board, staff at City and County, Organizations and people connected to board members, farms, food businesses, affordability programs, health-related orgs. and depts., citizens communications speakers (including community meeting participants)
- D. Procurement policies for COA/Travis County to purchase local food
- E. Hot food preparation and sales at Farmers' Markets
- F. Requested money to support further food assessment and outreach efforts after Karen Banks delivers her reports
 - i. \$17,500 proposal submitted to the COA for 2011 budget (matching w Travis Co)
 - ii. \$17,500 proposal submitted to Travis County for 2011 budget (matching w COA)
- G. Work with County on Urban Farms
- H. Annual retreat - extended version of September SFPB board meeting 9/27/10 (scheduled from 9 am - 2:30 pm) – all are welcome!

V. Supportive Staff & Community Stakeholders

- A. City and County staff support - attending meetings, posting agendas, minutes, training, etc.
 - i. City - HHSD: Vince Cobalis,, Juanita Jackson (now Edna Staniszewski), Stephnie Connell, Linda Terry
 - ii. County - TCHHS/VS: Sherri Fleming, David Salazar, Ana Amaguel, Cheryl Sandling
- B. Briefings on legal, ethics, budget, demographics, and more
- C. Citizen Communications - List/table of speakers, subjects and contact info, date they spoke with board
- D. Other presentations we've heard/issues we have addressed
 - i. Effective Food Policy Council tips - Erin Flynn - Green Gate Farms (formerly with the Atlanta Food Policy Board and Mark Winne – National Food Policy Council Coaliton
 - ii. Met with CPIO, Doug Mathews regarding the city website, online tools and social media to communicate with the public as pertinent to resolution no 20100311-035
 - iii. Texas Agrilife
 - iv. city and county organizational structure

VI. Future Public Involvement

- A. Attend meetings - listen, speak at citizen communication
- B. Read/track/find our agendas with supporting documents and minutes online
- C. Sign up for announcements/listserv - TBA
- D. Weigh-in on issues related to sustainable local food systems, access and wellness with related public officials: Austin City Council/city staff and Travis County Commissioners and county staff

AGENDA REQUEST

Agenda-esds 09-7-10Susan.doc

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

To : Sam Biscoe, County Judge

From : Kimberly Walton, Financial Manager

A handwritten signature in cursive script, reading "Kimberly Walton", is written over the printed name.

Date : August 26, 2010

Re: Audit Reports from ESDs

The Texas Health and Safety Code Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners' Court by June 1 of each year. The following ESDs have submitted their audited financial statements to the County. A copy of the audited financial statements for the Commissioners' Court is attached. We have reviewed the audit reports and believe they are ready to be placed on the agenda for acceptance. We do not believe these have been placed on any previous Court agenda. Therefore, please place the reports on the agenda to record their receipt in the minutes.

<u>ESD#</u>	<u>Fiscal Year(s)</u>
# 4	FY 2009*
# 8	FY 2009*
# 13	FY 2009

*See below.

Please note for ESD # 4 for the year ended December 31, 2009, the auditor's report on compliance for the major federal awarded program related to their single audit states that there are significant deficiencies in internal control (findings 09-1 and 09-2) and non-compliance with requirements applicable to the grant (finding 09-3).

Please also note that the financial statements for ESD # 8 for the year ended December 31, 2009 do not include a budgetary comparison. A budgetary comparison is not a required part of the financial statements but is a supplementary information requirement. When contacted the ESD indicated that after speaking with their auditor that a supplementary schedule would not be possible since no budget is currently in place.

We have included an agenda request for the reports listed above. Please don't hesitate to call if you have any questions.

Travis County Emergency
Services District No. 4
Financial Statements
December 31, 2009

RECEIVED
2010 JUN 17 AM 9:17
TRAVIS COUNTY
AUDITORS OFFICE

Travis County Emergency Services District No. 4
For the year ending December 31, 2009

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James E. Medack, P.C.

CERTIFIED PUBLIC ACCOUNTANT

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Independent Auditor's Report

Board of Commissioners
Travis County Emergency Services District Four
11800 N. Lamar #4B
Austin, TX 78753

We have audited the accompanying financial statements of the governmental activities and each major fund of Travis County Emergency Services District No. Four as of and for the year ended December 31, 2009, which comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Travis County Emergency Services District No. Four as of December 31, 2009, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 6, 2010, on our consideration of the Travis County Emergency Services District No. 4's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in accessing the results of our audit.

The management's discussion and analysis and budgetary comparison information on pages 3 through 14 and page 30, are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United



States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Travis County Emergency Services District No. 4's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements of Travis County Emergency Services District No. 4. The schedule of expenditures of federal awards has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

A handwritten signature in black ink, appearing to read "James E. Medack".

James E. Medack, P.C.
Giddings, Texas
May 6, 2010

Travis County Emergency Services District #4 Management's Discussion and Analysis

Travis County ESD #4's discussion and analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the districts financial activity, (c) identify changes in the districts financial position (it's ability to address the next and subsequent year challenges), (d) identify any material deviations from the financial plan (the approved budget), and (e) identify any general fund issues or concerns for the fiscal year ended December 31, 2009.

Since the Management's Discussion and Analysis (MD&A) is designed to focus on the current years activities, resulting changes and currently known facts, please read it in conjunction with the districts financial statements, which follow this section.

Financial Highlights

Travis County ESD 4 (as of December 31, 2009)

- Total Net Assets equaled \$6,560,419
 - Invested in Capital Assets, Net of related debt equaled \$ 944,212
 - Unrestricted Net Assets equaled \$ 5,616,207
- The General Fund Actual Expenditures were \$ 770.038 less than final budgeted amounts.
 1. Revenue exceeded Plan by \$ 628,612
 2. Overall Expenditures were \$ 770,038 below Plan after carefully monitoring expenses and a conscious decision to reduce spending overall.
- On a government-wide basis for government activities, the District had expenses net of General revenue of \$ 3,160,724 resulting in a decrease of net assets in the amount of (\$ 145,476).

Entity Wide

It should be noted, the District continues to struggle with the complexities of providing services throughout Travis County while experiencing a shrinking tax base due to annexations of some but not all of the districts service area. The situation is further complicated by decreased sales tax and property tax revenues as a result of the current downturn in our overall economy. The financial challenges of the future will likely involve very difficult decisions of balancing the districts assets against area wide emergency service requirements. Response time and locations of stations along with adequate staffing will likely be subjects of intense consideration along with probable strategic changes in operations.

Travis County ESD 4 Management's Discussion and Analysis

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) Government-wide financial statements; 2) Fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements report information about the District as a whole, using accounting methods similar to those used by private-sector companies. The statement of net assets includes all the government's assets and liabilities, reported using the full accrual basis of accounting. The statement of activities accounts for all of the current year's revenues and expenses, regardless of when cash is received or paid.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's general fund. Travis County ESD 4 has only one fund, the general fund.

Using this Annual Report

As mentioned previously, this annual report consists of a series of financial statements. GASB Statement No. 34 provides that for governments engaged in a single government program, the fund financial statements and the government-wide statements may be combined.

The District presents the governmental funds in the first column. The next column is an adjustment column which reconciles the amounts reported in the first column to indicate how each line item would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells us how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

The District and a simple financial question, "is the District better off or worse off as a result of the year's activities"?

The 1) Statement of Net Assets and 2) Statement of Activities present information about the District as a whole and its activities in a way that helps to answer this question. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting.

The two Combined Fund and Government-wide statements report the District's net assets and how they have changed. Net assets; the difference between the District's assets and liabilities, is one way to measure the financial health of the District. Over time, increases or decreases in the District's net assets are an indicator of whether its financial health is improving or deteriorating. To assess the overall health of the District, one needs to consider other non-financial factors such as changes in the District's property tax base, sales tax base and condition of facilities and equipment.

The statement of activities presents information showing how the District's net assets changed during the most recent twelve-month period. All changes in net assets are reported as soon as the change occurs, regardless of the timing of related cash flows. Thus revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Travis County ESD 4 Management's Discussion and Analysis

Both of these reports identify functions of the District that are principally supported by grants and government revenues. The principal government activities of Travis County ESD 4 are:

- ❖ Fire Suppression and Rescue activities
- ❖ Emergency Medical Services
- ❖ Code Enforcement and Public Education
- ❖ Fire Academy – Training and Certification of future first responders

The District currently has no business-type activities.

Reporting the District's Governmental Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District (ESD #4), like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The District only has one fund, the general fund.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spend-able resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

All of the District's basic services are reported in governmental funds which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called Modified Accrual Accounting which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short term view of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds is described in the adjustments column of the financial statements and in Note 12 of the financial statements.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Travis County ESD 4
Management's Discussion and Analysis

The District as a Whole

Governmental activities decreased the District's net assets by \$ 216,939. Our analysis below focuses on the net assets (Table 1) and the changes in net assets (Table 2) of the District's governmental activities:

Table 1
Governmental Activities
Net Assets

Assets	12/31/2008	12/31/2009
Current Assets	5,935,414	5,723,484
Other Assets	250	250
Capital Assets	1,130,179	1,097,676
Total Assets	7,065,843	6,821,410
Liabilities		
Current Liabilities	206,484	218,996
Long-Term Liabilities	82,001	41,995
Total Liabilities	\$ 288,485	\$ 260,991
Net Assets		
Invested in capital assets, net of related debt	1,010,066	944,212
Restricted		
Unrestricted	5,767,292	5,616,207
Total Net Assets	\$ 6,777,358	\$ 6,560,419

Overall this represents a year to year decrease of 3.20% in Net Assets.

Travis County ESD 4 Management's Discussion and Analysis

Table 2
Changes in Net Assets

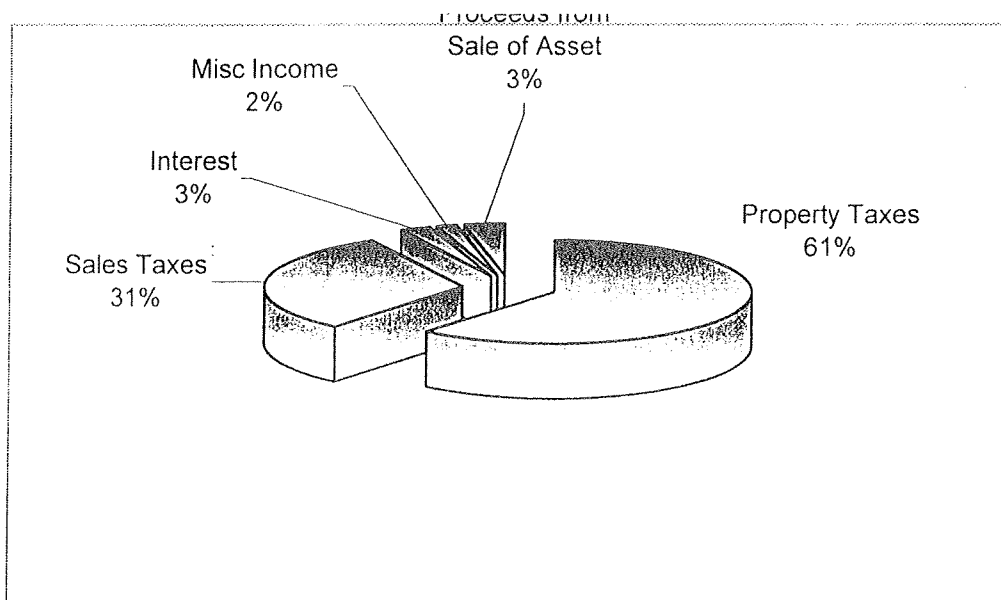
Expenditures	Year end 2008	Year end 2009
Apparatus	87,911	49,803
Equipment	89,587	43,796
Communications	55,999	839,313
EMS	24,848	27,489
Insurance	195,588	194,762
Training	32,098	19,543
Stations	109,216	120,668
District Office	29,605	23,088
Personnel	1,903,634	1,898,669
Administrative	89,622	76,573
Awards Banquet	8,402	2,193
Miscellaneous	-	7,271
Capital Outlay	-	-
Depreciation Expense	138,212	127,167
Debt Service:	-	-
Principle	-	-
Interest	6,721	4,865
Total Expenditures	\$ 2,771,443	\$ 3,435,200
Program Revenues		
Fire Academy	129,000	129,000
Sub Total	\$ 129,000	\$ 129,000
Net Program expense (Income)	\$ 2,642,443	\$ 3,306,200
General Revenues		
Property Taxes	1,616,864	1,498,308
Sales Taxes	1,191,427	763,631
Interest	104,087	64,157
Miscellaneous Income	37,507	41,454
FEMA Grant/Matching Funds	-	795,512
Proceeds from Sale of Assets	16,683	-
Gain/Loss on sale of assets	-	(2,338)
Total General Revenues	\$ 2,966,568	\$ 3,160,724
Change in Net Assets	\$ 324,125	\$ (145,476)
Fund Balance/Net Assets Beginning of year	6,453,233	6,705,895
Fund Balance/Net Assets End of year	6,777,358	6,560,419
	Change in %	Change in %
Expenses Year to Year	6.68%	23.95%
Program Revenue Year to Year	-0.48%	0.00%
General Revenue Year to Year	-6.39%	6.54%

Financial Analysis of the Government's Funds

As noted earlier the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending 12/31/2009, the District's total combined fund balance was \$ 6,560,419 which reflects a net combined decrease of (\$145,476) as compared to the previous year.

As the graph illustrates, approximately 92% of the District's FY 2008 income is derived from ad valorem property taxes and sales taxes, while the remainder is primarily grants from Travis County, the City of Austin and Others for the Fire Academy. Interest rates and Sales Tax revenue were down year to year for a combined decrease of \$253,962. This decrease in revenue is a matter of great concern for ESD4 management and the Board of Commissioners.

Actual Revenue	2009	% of Rev	+/- Yr-Yr	2008
Property Taxes	1,487,982	61.1%	(140,061)	1,628,043
Sales Taxes	763,631	31.3%	(427,796)	1,191,427
Interest	64,157	2.6%	(39,930)	104,087
Misc Income	41,454	1.7%	3,947	37,507
Proceeds from Sale of Asset	80,000	3.3%	9,000	71,000
Total	\$ 2,437,224	100.0%		3,032,064



For year ending 2009, the ESD 4 Board of Commissioners and the District Fire Chief purposely decided to plan for lower Sales Tax, Property Tax and Interest revenue. This approach has proven to be wise and the income from Sales Tax and Interest continues to be lower and continues to be closely monitored. Without these funds, we would likely be forced to cut back on badly needed Personnel and Equipment. We continue to closely monitor not only these items, but all income to ensure the services we provide are adequately funded.

Travis County ESD 4

Management's Discussion and Analysis

Budgetary Highlights

The District's annual budget process includes a very thorough estimate of projected annual revenues (income) and expenditures (expenses). The Board of Commissioners, Fire Chief and Officers of the District conduct meetings in the month of August, to prepare the annual budget. The following items are reviewed and published only after very careful consideration of the estimated projections:

- ❖ Estimates of Ad Valorem tax (property taxes) income are provided by the Travis County Tax Appraiser's office. That estimate, combined with an estimate of historical collection rates for the District is used with the proposed tax rate to estimate the amount of revenue that can be realistically collected and used for the District's operations.
- ❖ Estimates of Sales Tax income are provided by the State of Texas Comptrollers office. That estimate combined with a historical collection rate for the District is used to realistically determine an amount that can be collected and fund the District's operations.
- ❖ Grant income, provided by Travis County, City of Austin and others to fund the Travis County ESD 4 Fire Academy are based on proposed commitments by these donors and are planned accordingly.
- ❖ Interest income from available unrestricted cash reserves are estimated based on input from banking representatives from Merrill Lynch on the amount of interest that can be reasonably expected through the District's investment policy.
- ❖ The liquidation (sale) of used assets such as vehicles or other higher value assets may or may not be noted as part of the annual income. This depends in large part on the value of the asset and the amount of income that can be reasonably expected based on the market value of the asset at the time of sale. Historically, the District has not relied on this item as a reliable source of income for budgetary planning.

In each budget process, the District's proposed expenses and revenues are projected by line item. Critical to this estimate is the growth or loss in assessed valuation of the District's service area, and the resulting growth or loss of revenue from Ad Valorem property and Sales Tax. The estimates of the growth or loss of revenue producing property in the District's service area has historically been very accurate due to the hard work and diligence of the District's Fire Chief and the Board of Commissioners.

Personnel costs (wages, taxes and insurance) represent approximately 70% of overall expenditures and constitute the single greatest management challenge to the District considering the legislative cap on the tax rate an Emergency Services District can levy (10 cents on the \$100 dollar valuation). The need for expanded services, equipment or desire to pay competitive wages must be tempered by the tax cap in the current and future budget planning periods.

Throughout the year the District's Board of Commissioners vote on and approve minor changes to the planned budget through budget amendments. Historically, the District's board does not make numerous line item changes to the planned budget, instead they monitor the expenditures very closely and make budgetary amendment decisions based on overall impact to the budget plan and amend only as necessary. Overall, this approach results in a more stable annual budget to actual expenditures picture. Budget to actual expenditures, both income and expense are reviewed monthly in planned public meetings.

The District's 2009 Planned Budget (including amendments as recorded)

- Revenue = \$2,733,124
- Expenditures = \$4,294,290

The District's 2009 budget resulted in actual revenue of \$3,361,736

The District's 2009 budget resulted in actual expenditures of \$3,524,252

Total District Excess (Deficiency) of Revenues over Expenditures was (\$162,516)

Travis County ESD 4
Management's Discussion and Analysis

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year 12/31/2009, capital assets are as follows:

	<u>12/31/2008</u>	<u>12/31/2009</u>
Capital Assets - Please see Note 5		
Governmental Activities:		
Capital assets not being depreciated:		
Land	\$ 118,064	\$ 118,064
Total capital assets not being depreciated:	<u>118,064</u>	<u>118,064</u>
Capital assets being depreciated:		
Vehicles	1,358,386	1,173,126
Equipment	147,077	147,077
Buildings and Structures	542,594	719,596
Total Capital Assets being depreciated:	<u>2,048,057</u>	<u>2,039,799</u>
Less accumulated depreciation for:		
Vehicles	768,667	759,107
Equipment	82,193	99,829
Buildings and Structures	185,082	201,251
Total accumulated depreciation	<u>1,035,942</u>	<u>1,060,187</u>
Total capital assets, being depreciated, net	<u>1,012,115</u>	<u>979,612</u>
Government activities capital assets, net	<u>1,130,179</u>	<u>1,097,676</u>
Depreciation was charged to the general fund	\$ 138,212	\$ 127,167

Long-Term Debt - Please see Note 6	<u>2008</u>	<u>2009</u>
Governmental Activities	Due within 1 yr	Due within 1 yr
Capital Lease Obligations	\$ 38,112	\$ 40,006
Compensated Absences (restated)		\$ 71,463
Total Governmental Activities	<u>\$ 38,112</u>	<u>\$ 111,469</u>

Capital Lease Obligations		
Minimum Lease Payments Years = 2009 to 2011	\$ 132,246	\$ 88,164
Less amount representing Interest	(121,333)	(6,163)
Present value of net minimum Capital lease pmnts	<u>\$ 120,113</u>	<u>\$ 82,001</u>

Travis County ESD 4
Management's Discussion and Analysis

Annual Report, ESD History, Economic Factors and Next Year's Budgets and Rates

**TRAVIS COUNTY
EMERGENCY SERVICE DISTRICT 4
2009 Annual Report
Prepared in January 2010**

Travis County Fire Control / ESD4 began in 1962 as a Boy Scout Troop responding to grass fires all across Travis County. Today, TCFC/ESD4 is a combination fire department providing a wide range of Emergency Services to include Hazardous Material response as part of the County Wide Team. During 2009, ESD4 responded to a total of 1149 incidents.

During the year 2009, TCESD4 continued its cadet training program with Fire Academy Class X. The program was designed to increase the number of volunteers and provide training that could lead to a career in the fire service. To date 82% of the graduates have found full time jobs as fire fighters or Emergency Medical Technicians in Texas. This is down from 85% and we believe due in a large part to the poor economy.

This innovative training concept is focused on young adults 19 to 23 years of age who live in the District and/or volunteer for ESD's in Travis County. The program runs approximately 21 weeks and provides over 1000 hours of FIRE and EMS training. These young adults can also receive 15 hours of college credits towards an Associate Degree.

What makes this training unique is the fact it is taught using a Phased Training Program for Volunteers. This phased program was designed and written by TCFC and adopted by the Texas Commission on Fire Protection. Students in this program are required to join and stay a member in good standing with their volunteer fire department. This improves response times and increases the number of volunteers active in the District.

After graduation, cadet Fire Fighter/EMT's may find jobs with Fire Departments across Texas and in some cases Out Of State.

Fire Departments who have hired Cadets:

* Houston	* Austin	* San Antonio
* Westlake	* Kirby	* Taylor
* Buda	* Corpus Christi	* So. Padre Island
* Oak Hill	* Manor	* Travis Co. Fire Control
* Travis Co. Fire & Rescue	* Hudson Bend	* Round Rock
* Cedar Park	* Pflugerville	* New York City, New York
* New Braunfels	* San Antonio	* Hutto
* Leander	* Liberty Hill	* North Hays Co.

During 2009 we discontinued all discussions about the use of the Travis County Fleet Service Center located on Johnny Morris Rd. and focused our energy on the remodel of Stations 1 & 7. Station 7 was 95% completed in December. Work on Station 1 has not begun due to legal issues regarding the purchase of the vacated Right-of-Way from Travis County for \$16,000. These legal issues should be resolved during January 2010, with a construction start in March or April, 2010.

Record management continued to be a high point during 2009 with some improvement made. Travis County is working with ESDs to improve emergency incident records keeping using a County owned server to collect incident information. This server would be housed at CTECC.

Installation of Mobile Data Terminals was completed on Engines 401, 404, 407, and Battalion 402. One additional MDC is available as back-up or installation in another vehicle.

Fire Academy Class X started with 18 cadets. The program was funded by grants from Travis County and the City of Austin, amounting to a total of **\$126,500**.

During 2009, TCFC/ESD4 continued to host the 2008 AFG Regional Radio Grant for Interoperability that was approved by FEMA. The 2008 AFG grant totaled was \$823,990, minus the 20% match equaled \$659,192. This is a Regional Grant that includes all Travis County ESD's, Austin Fire Department, and Bastrop County ESD#1. By the end of 2008, all partners to the Grant had paid their 20% matching funds, with the exception of the City of Austin. In fact the City of Austin did not pay their 20% matching funds until September 2009. This delay has caused ESD4 problems in closing the Grant on time.

As in the past, 2009 found ESD4 active in community projects like Brown Santa, Blue Santa, Neighborhood Santa Night, Hearth Walk, Adopt-A-School Program and a Pumpkin Patch Program at a neighborhood church.

In an effort to promote Public Safety Education, ESD4 continued the Adopt-A-School program with the Hornsby Bend Elementary School during 2009, and hopes to expand the program to the new middle school in 2010.

Medical Officer Heather Soliz Mendoza, coordinated a neighborhood blood drive at our Station 1, located at FM 969 and Hunters Bend Rd. This year participation was down as only 19 people took part. The medical officer also provided flu shoots and H1N1 shots for all department members.

Other activities included collecting for MDA. ESD4 members collected approximately \$2000 during their fill-the-boot program. Lt. Jackson was the lead member for this activity.

State Law does not allow us to give or sell some of our used equipment to neighboring Fire Departments in the United States. With that restriction, ESD4 has continued our Sister City Program with Fire Departments in Mexico. This program has allowed several small fire departments in Mexico to receive much needed fire fighting equipment, Self Contained Breathing Apparatus (air packs), that can no longer be used by fire departments in the United States and would have to be destroyed.

During 2009 there were several City of Austin annexations that reduced our property tax and sales tax revenues.

The City of Austin continues NOT to look at Emergency Services and the negative impact annexations have on the remaining areas not annexed. Because of this disregard for Emergency Services, ESD4 has had to continue providing Emergency Services in the un-annexed pockets, (ISLANDS) even though there are not enough tax revenues remaining to support Emergency Services.

Based on the current budget and lost revenues, ESD4 has begun using Emergency Contingence Funds for budget funding. Before the economy took it's down turn, the department planned to use the ECF over a four to five year period.

Other items of interest:

1. ESD4 Commissioners awarded the Life Safety Aware to Moses Gonzales for pulling his neighbor from her burning home.
2. VFW recognized Mitch Corliss and Miegale Walters for their outstanding efforts in the community.
3. The Department of Defense recognized ESD4 as a "Patriotic Employer" for its support of National Guard & Reserve Members.

Other items of interest for 2009 include the State Firefighter Olympics where Chief Smith brought home two gold medals. This event was held in San Angelo during the 2009 heat wave.

During the summer of 2009, ESD4 sold the 2001 Pierce Class A Pumper. The department continues to offer S405 up for sale, but by the end of 2009, it had not sold.

With the 2009 City of Austin annexations, ESD4 will see a drop in property tax and sales tax revenues representing plus or minus 10% of the total property tax revenue in 2010.

With the 2009 down turn in the economy, sales tax revenues fall 34% for 2009 and may fall by 50% during 2010. This unexpected drop has caused the District to begin looking at short and long range plans to continue services the community.

However, with the current down turn in the economy and the unexpected drop in sales tax revenues, the \$470,000 draw from the ECF grew to almost \$700,000. This unexpected drop has caused us to look at how the District can provide the current levels of service as revenues continue to grow smaller.

Travis County government is projecting property values to be down in FY 11. There is no projection at this time for FY12. These projected decreases are important because they have a large impact on total revenues which impact the budget process.

According to the Federal Reserve Bank of Dallas (FRB Dallas), while the Texas economy has been stronger than the overall U.S. economy, the regional economy continues to show definite signs of weakening. More specifically, FRB Dallas indicates that while Texas' housing inventories and foreclosures are still healthier when compared to the rest of the nation, there are signs of weakness. Most recent indicators are showing a second round of foreclosures in home ranging in price from \$250,000 to \$500,000.

Due to this slowing, 2010, will be another planning year on how to maintain quality services while the District grows smaller. We continue talks with other ESD's and the City of Austin to ensure employment for District employees and maintain quality service to the citizens of the District. 2009 & 2010 have become pivotal years with regard for how emergency services are provided to citizens living in ESDs through out Travis County. .

Regardless of the outcome of merger talks, future annexations, or loss of sales tax revenues, ESD4 will continue to protect the lives and property of people living or traveling within the District against fire, medical emergencies, and accidental exposure to hazardous materials, in an efficient, professional, and timely manner to the extent possible with our resources.

Travis County ESD 4

Management's Discussion and Analysis

Future Discussions:

1. Do nothing and continue as is.
2. Exchange boundary lines with ESD2, ESD6, and ESD12 or ESD11.
3. Contract with AFD for coverage of island areas.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Travis County Emergency Services District # 4

Attn: Fire Chief – Don A. Smith
11800 N. Lamar Blvd. – Suite #4B
Austin, TX 78753

Phone: ESD #4 District Office 512-836-7566
E-mail: ESD #4 District Office tcfcesd4@austinrr.com

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
GOVERNMENTAL FUNDS BALANCE SHEET AND
STATEMENT OF NET ASSETS
DECEMBER 31, 2009

	General Fund	Adjustments (Note 12)	Statement of Net Assets
ASSETS			
Cash	\$ 63,754	\$ -	\$ 63,754
Investments	4,406,933	-	4,406,933
Property Taxes Receivable	843,778	-	843,778
Accounts Receivable-ICP	7,933	-	7,933
Due from Other Governments	338,031	-	338,031
Prepaid Expenses	63,055	-	63,055
Security Deposits	250	-	250
Capital Assets (net of accumulated depreciation)	<u>-</u>	<u>1,097,676</u>	<u>1,097,676</u>
TOTAL ASSETS	\$ <u>5,723,734</u>	\$ <u>1,097,676</u>	\$ <u>6,821,410</u>
LIABILITIES			
Payroll Liabilities Payable	\$ 52,809	\$ -	\$ 52,809
Accounts Payable	52,341	-	52,341
Accrued Interest Payable	-	2,377	2,377
Deferred Revenues	130,037	(130,037)	-
Long-term liabilities			-
Due within one year	-	111,469	111,469
Due after one year	<u>-</u>	<u>41,995</u>	<u>41,995</u>
TOTAL LIABILITIES	<u>235,187</u>	<u>25,804</u>	<u>260,991</u>
FUND BALANCES/NET ASSETS			
Fund balances:			
Unreserved	<u>5,488,547</u>	<u>(5,488,547)</u>	<u>-</u>
Total fund balances	<u>5,488,547</u>	<u>(5,488,547)</u>	<u>-</u>
Total liabilities and fund balances	\$ <u>5,723,734</u>	\$	
Net assets:			
Invested in capital assets, net of related debt		944,212	944,212
Restricted		-	-
Unrestricted		5,616,207	5,616,207
Total net assets		<u>6,560,419</u>	\$ <u>6,560,419</u>

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2009

	General Fund	Adjustments (Note 12)	Statement of Activities
EXPENDITURES/EXPENSES			
Apparatus	\$ 49,803	\$ -	\$ 49,803
Equipment	43,796	-	43,796
Communications	839,313	-	839,313
EMS	27,489	-	27,489
Insurance	194,762	-	194,762
Training	19,543	-	19,543
Stations	120,668	-	120,668
District Office	23,088	-	23,088
Personnel	1,898,669	-	1,898,669
Administrative	76,573	-	76,573
Awards Banquet	2,193	-	2,193
Miscellaneous	7,271	-	7,271
Capital Outlay	177,002	(177,002)	-
Depreciation Expense	-	127,167	127,167
Debt Service:			
Principal	38,112	(38,112)	-
Interest	5,970	(1,105)	4,865
Total expenditures/expenses	<u>3,524,252</u>	<u>(89,052)</u>	<u>3,435,200</u>
PROGRAM REVENUES			
Charges for services:			
Fire Academy	<u>129,000</u>	<u>-</u>	<u>129,000</u>
Net program expense (income)			3,306,200
GENERAL REVENUES			
Property Taxes	1,487,982	10,326	1,498,308
Sales Taxes	763,631	-	763,631
Interest	64,157	-	64,157
Miscellaneous Income	41,454	-	41,454
FEMA Grant/Matching funds	795,512	-	795,512
Proceeds from/sale of assets	80,000	(80,000)	-
Gain/(Loss) on sale of assets	-	(2,338)	(2,338)
Total general revenues	<u>3,232,736</u>	<u>(72,012)</u>	<u>3,160,724</u>
Excess (Deficiency) of revenues over expenditures	(162,516)	162,516	-
Change in net assets	-	(145,476)	(145,476)
Fund Balance/Net Assets			
Beginning of the year (restated)	<u>5,651,063</u>	<u>1,054,832</u>	<u>6,705,895</u>
End of the year	<u>\$ 5,488,547</u>	<u>\$ 1,071,872</u>	<u>\$ 6,560,419</u>

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Travis County Emergency Services District No. 4 (the District) was created by Article III, Section 48-d of the Constitution of Texas to protect life and property from fire and to conserve natural and human resources.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB Statement 34, "Basic Financial Statements and Management Discussion and Analysis for State and Local Governments" set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.). The District does not own any infrastructure assets and therefore is unaffected by this requirement.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Assets, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporated long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities.

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). Historically, the previous model did not summarize or present net cost by function or activity. The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The fund financial statements are similar to the financial statements presented in the previous accounting model.

The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB Statement No. 34 provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.
2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of an ordinance.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.
4. During the current year, it was noted that some funds had expenditures in excess of revenues. These differences were compensated for with an accumulation of prior years' surpluses.
5. All annual appropriations lapse at fiscal year end.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. The capitalization policy, i.e. the dollar value above which asset acquisitions are added to the capital accounts, is \$ 5,000.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Assets. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	40 years
Vehicles	7-20 years
Other Equipment	10-20 years

The Department does not own any infrastructure assets.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisitions.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net assets and displayed in three components:

- a. Invested in capital assets, net of related debt – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net assets – Consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net assets – All other net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as reserved and unreserved, with unreserved further split between designated and undesignated.

COMPENSATED ABSENCES

The District's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. As of the year end, the liability for accrued vacation reflects that time earned by the employees in the current year. However, all of this time must be taken by the end of the subsequent year or it will be lost.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of December 31, 2009, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

PROGRAM REVENUES

The District considers program revenues as revenues that (1) originate from the program or from parties other than the government's taxpayers or citizens as a whole and (2) reduce the expenses

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

of the function that has to be financed by general revenues. Revenues of this type can originate from a governmental source, but the proceeds are a charge for services or products produced by a government agency, where that agency is considered a vendor within the market place. Additionally, program revenues are fees charged by the government agency that are used to support a specific operation of that governmental unit. The District reports revenues from its fire academy as program revenues.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

NOTE 2: DEPOSITS AND INVESTMENTS

Deposits

Deposits for the District are being held by Wells Fargo Bank and Merrill Lynch in interest-bearing accounts. As of year end, deposits with Wells Fargo were fully insured by FDIC coverage (Category 1). At December 31, 2009, the carrying amount of the District's deposits was \$63,754, and the bank balance was \$80,393.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

- Category 1 -Insured or collateralized with securities held by the District or its agent in the District's name.
- Category 2 -Collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
- Category 3 -Uncollateralized, including any bank balance that is collateralized or by its trust department or agent but not in the District's name.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

Investments

The District is authorized to purchase, sell, and invest its funds and funds under its control in accordance with the Texas Public Funds Investment Act, Government Code Chapter 2256 and its subsequent amendments. The District's policy allows for investments in federal and state government obligations, certificate of deposits, and cash money funds.

During the year, the District's investments consisted of a Working Capital Management Account with Merrill Lynch, including certificates of deposits and a government money fund. The carrying amount of investments as of December 31, 2009, is displayed on the balance sheet as "investments".

As of December 31, 2009, the District had the following investments:

Investment	Fair Value	Weighted Average Maturity (Years)
Certificates of Deposit	784,000	N/A
Government Money Fund	3,622,933	1.08
Total fair value	<u>4,406,933</u>	

Interest Rate Risk. Interest Rate Risk is the risk that the value of a debt security may fall when interest rates rise. In accordance with its investment policy, the District manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to two years or less.

Credit Risk. Credit Risk is the risk that the issuer of a security will be unable to pay the interest or repay the principal when due. In accordance with State Law, the District's Investment Policy requires that certificates of deposit be either federally insured or collateralized, and investments have a credit rating of no less than "A".

Investment	Standard & Poor's Rating
Certificates of Deposit	N/A
Government Money Fund	AAA

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

Concentration of Credit Risk. The concentration of credit risk is the risk of loss attributable to the magnitude of a government's investment in a single issuer. The government money fund invests in a diversified portfolio of short term securities with maturities of not more than 13 months. These securities consist primarily of short term U.S. Government securities, including U.S. Treasury Obligations, and U.S. Government agency securities. The District's policy states that diversification is required in order that portfolio losses on individual securities do not exceed the income generated from the remainder of the portfolio. The District has not adopted any limits on its individual portfolio investments.

Investment	% of Portfolio	Portfolio Limit
Certificates of Deposit	18%	N/A
Money Fund	82%	N/A

GASB Statement No. 40 states that information regarding investments in any one issuer that represents five percent or more of the District's total investments must be disclosed, excluding investments issued or explicitly guaranteed by the U.S. government. At December 31, 2009, there were no investments exceeding five percent of the portfolio.

NOTE 3: ACCOUNTS RECEIVABLE

The District has contracted with Revenue Rescue as a collection agency for its billing of medical and emergency services rendered to parties who do not reside within District boundaries. Amounts reported as accounts receivable as of December 31, 2009, consist of:

Governmental Activities:

Revenue Rescue	\$ 7,933
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Business-type Activities	\$ -0-
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NOTE 4: DUE FROM OTHER GOVERNMENTS/ENTITIES

This consists of ad valorem taxes collected by Travis County but not yet remitted to the district, fees owed for November and December fire academy, and for sales tax collected but not yet remitted.

Travis County – Taxes	\$ 241,855
Travis County – Fire Academy	41,143
State Comptroller – Sales Tax	44,033
City of Austin – Fire Academy	<u>11,000</u>
Total	\$ 338,031

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

NOTE 5: CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2009, was as follows:

	Balance 1/1/2009	Additions/ Completions	Retirements/ Adjustments	Balance 12/31/2009
Governmental Activities:				
Capital assets not being depreciated:				
Land	118,064	-	-	118,064
Total capital assets not being depreciated	118,064	-	-	118,064
Capital assets, being depreciated				
Vehicles	1,358,386	-	(185,260)	1,173,126
Equipment	147,077	-	-	147,077
Buildings and Structures	542,594	177,002	-	719,596
Total capital assets being depreciated	2,048,057	177,002	(185,260)	2,039,799
Less accumulated depreciation for:				
Vehicles	768,667	93,362	(102,922)	759,107
Equipment	82,193	17,636	-	99,829
Buildings and Structures	185,082	16,169	-	201,251
Total accumulated depreciation	1,035,942	127,167	(102,922)	1,060,187
Total capital assets, being depreciated, net	1,012,115	49,835	(82,338)	979,612
Governmental activities capital assets, net	1,130,179	49,835	(82,338)	1,097,676

Depreciation was charged to the governmental activities of \$ 127,167.

NOTE 6: LONG-TERM DEBT

Transactions for the year ended December 31, 2009, are summarized as follows:

	Balance January 1	Additions	Reductions	Balance December 31	Due within one year
<u>Governmental Activities</u>					
Capital Lease Obligations	\$ 120,113	-0-	\$ 38,112	\$ 82,001	\$ 40,006
Compensated Absences (restated)	71,463	-0-	-0-	71,463	71,463
Total Governmental Activities	\$ 191,576	-0-	\$ 38,112	\$ 153,464	\$ 111,469

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

Capital Lease Obligations –

The District has a lease agreement to finance the acquisition of a fire engine at a total cost of \$235,091. The future minimum lease payments are as follows:

Year ending

2010	\$ 44,082
2011	<u>44,082</u>
Minimum Lease Payments	\$ 88,164
Less amount representing interest	<u>\$ 6,163</u>
Present value of net minimum capital lease payments	<u>\$ 82,001</u>

NOTE 7: PROPERTY TAXES

The District has contracted with the Travis County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. The assessed value of the roll as of January 1, 2009, upon which the 2009 levy was based, was \$1,513,060,779 as certified by the Travis Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. On February 1 of each year, a tax lien attaches to the property. The total 2009 levy was \$ 1,513,061 and the tax rate was \$ 0.10 per \$100 assessed valuation.

NOTE 8: OPERATING LEASES

In addition to the capital lease, the District also has entered into certain operating lease agreements. Such lease agreements are for storage of fire fighting equipment, stations, and tower rentals. These leases are generally fixed and are not subject to increase without renegotiating agreements. The amount expended for these leases for 2009 was \$ 47,888.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

NOTE 9: COMMITMENTS

The District has entered into an agreement with the City of Austin for its dispatching services with the fee structure based upon projected calls. For the year ending December 31, 2009, the District's fee for these services was \$ 25,176.

The District has also entered into a contract with the City of Austin and Travis County to train and improve fire response by increasing the number of trained volunteers. It is also designed to create a career path opportunity for individuals, particularly low income and minorities. Terms of these contracts are:

City of Austin	April 20, 2009 through April 19, 2011	\$ 33,000/year
Travis County	October 1, 2009 through September 30, 2010	\$ 96,000

NOTE 10: ANNEXATION OF DISTRICT LAND BY THE CITY OF AUSTIN

The City of Austin has the right to annex property within the District which could in the future result in a reduction of the total value of property within the district and therefore a reduction in the total tax revenue to be collected. For the year ending December 31, 2009, the City planned to annex property valued at \$107,000.

NOTE 11: FEMA GRANT

The District submitted a regional application for Interoperable Communications serving three major non-contiguous areas in North, East, and Western Travis County. The District is hosting this application on behalf of the 15 Capital Area Fire Chiefs Association (CAFCA) member departments requesting grant funding. This grant was awarded through the Department of Homeland Security, the total amount awarded was \$823,990, which included the member department matching share (20%) of \$164,798. The District did not expend all funds within the grant period, and will repay FEMA the unexpended funds totaling \$20,805.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND
AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Assets:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net assets versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net assets includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 2,157,863
Accumulated Depreciation	<u>(1,060,187)</u>
	<u>\$ 1,097,676</u>

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	\$ 2,377
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Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	\$ (130,037)
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Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net assets.

Due within one year	\$ 111,469
Due after one year	41,995

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ (177,002)
Depreciation Expense	127,167

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2009

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.

Payment of Principal	\$ (38,112)
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Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in Accrued Interest	\$ (1,105)
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Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	\$ 10,326
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In the statement of activities, only the gain and/or (loss) on the sale of equipment are reported, whereas in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net assets differs from the change in fund balance by the cost of the equipment less any accumulated depreciation and the proceeds from the sale.

Book value of asset	(82,338)	
Proceeds from sale (reported as income on Fund Statement)	<u>80,000</u>	\$ (2,338)

NOTE 13: SUBSEQUENT EVENT

The District is negotiating with Travis County for the purchase of a small tract of land adjacent to Station 1 to facilitate better access to its station (Right of Way). The contracted price is \$16,000 and is expected to be completed in early 2010.

NOTE 14: PRIOR PERIOD ADJUSTMENT

An error resulting in an understatement of the liability for compensated leave was discovered during the current year. Accordingly, an adjustment of \$71,463 was made during 2009 to record the balance as of the beginning of the year. A corresponding entry was made to reduce previously reported net assets by \$71,463.

Required Supplemental Information

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2009

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)
	ORIGINAL	FINAL	ACTUAL AMOUNTS	
REVENUES:				
Property Taxes	\$ 1,618,620	\$ 1,618,620	\$ 1,487,982	(130,638)
Sales Taxes	1,123,130	898,504	763,631	(134,873)
Interest	102,000	60,000	64,157	4,157
Miscellaneous Income	26,500	26,500	41,454	14,954
Fire Academy	129,500	129,500	129,000	(500)
Proceeds from sale of assets	-	-	80,000	80,000
FEMA Grant/Matching	-	823,990	795,512	(28,478)
TOTAL REVENUES	\$ 2,999,750	\$ 2,733,124	\$ 3,361,736	628,612
EXPENDITURES:				
Apparatus	\$ 109,500	\$ 109,500	\$ 49,803	59,697
Equipment	111,189	111,189	43,796	67,393
Communications	79,100	903,090	839,313	63,777
EMS	53,900	53,900	27,489	26,411
Insurance	219,484	219,484	194,762	24,722
Training	45,975	45,975	19,543	26,432
Stations	162,850	162,850	120,668	42,182
District Office	24,200	24,200	23,088	1,112
Personnel	2,165,077	2,165,077	1,898,669	266,408
Administrative	129,944	129,944	76,573	53,371
Awards Banquet	7,000	7,000	2,193	4,807
Contract Labor	3,000	3,000	-	3,000
Miscellaneous	-	-	7,271	(7,271)
Capital Outlay	315,000	315,000	177,002	137,998
Debt Service:				-
Principal	38,111	38,111	38,112	(1)
Interest	5,970	5,970	5,970	-
TOTAL EXPENDITURES	\$ 3,470,300	\$ 4,294,290	\$ 3,524,252	770,038
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (470,550)	\$ (1,561,166)	\$ (162,516)	1,398,650
FUND BALANCE:				
Beginning of year			5,651,063	
End of year			\$ 5,488,547	

Single Audit

Travis County Emergency Services District No. 4
Schedule of Expenditures of Federal Awards
For the year ended December 31, 2009

Federal Granting Agency/Recipient Recipient State Agency/Grant Program	CFDA Number	Federal Expenditures
Department of Homeland Security Assistance to Firefighters Grant (EMW2008FR00204)	97.044	\$ 638,387
Total expenditures of federal awards		<u>\$ 638,387</u>

Travis County Emergency Services District No. 4
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2009

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Travis County Emergency Services District No. 4 and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Other Reports of Independent Auditors

James E. Medack, P.C.
CERTIFIED PUBLIC ACCOUNTANT

James E. Medack, CPA
Melodi J. Oltmann, CPA

P.O. BOX 237
GIDDINGS, TX 78942
(979) 542-3713 FAX: (979) 542-0061
E-MAIL: jmedack@bluebon.net
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MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Travis County Emergency Services District No. 4
Austin, Texas

We have audited the financial statements of the governmental activities and each major fund of Travis County Emergency Services District No. 4 as of and for the year ended December 31, 2009, which collectively comprise Travis County Emergency Services District No. 4 financial statements and have issued our report thereon dated May 6, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Travis County Emergency Services District No. 4's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Travis County Emergency Services District No. 4's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Travis County Emergency Services District No. 4's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses (Findings 09-1 and 09-2).

A significant deficiency is a deficiency, or combination of control deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance. We considered the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies (Findings 09-1 and Findings 09-2).

Compliance and Other Matters

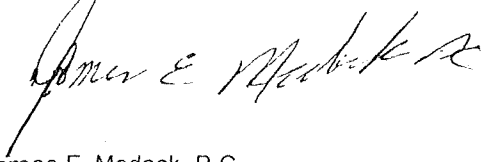
As part of obtaining reasonable assurance about whether Travis County Emergency Services District No. 4's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying schedule of findings and questioned costs as Findings 09-1 and 09-2.



We noted certain other matters that we reported to management of Travis County Emergency Services District No. 4 in a separate letter dated May 6, 2010.

Travis County Emergency Services District No. 4's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Travis County Emergency Services District No. 4's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, the Board of Commissioners, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink, appearing to read "James E. Medack". The signature is written in a cursive, flowing style.

James E. Medack, P.C.
Giddings, Texas
May 6, 2010

James E. Medack, P.C.

CERTIFIED PUBLIC ACCOUNTANT

James E. Medack, CPA
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**REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE
TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Travis County Emergency Services District No. 4
Austin, Texas

Compliance

We have audited the compliance of Travis County Emergency Services District No. 4 with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended December 31, 2009. Travis County Emergency Services District No. 4's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Travis County Emergency Services District No. 4's management. Our responsibility is to express an opinion on Travis County Emergency Services District No. 4's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Travis County Emergency Services District No. 4's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Travis County Emergency Services District No. 4's compliance with those requirements. As described in Finding 09-3 in the accompanying schedule of findings and questioned costs, Travis County Emergency Services District No. 4 did not comply with the requirement regarding reporting that is applicable to its Assistance to Firefighters Grant. Compliance with this requirement is necessary, in our opinion, for Travis County Emergency Services District No. 4 to comply with the requirements applicable to that program.

In our opinion, except for the noncompliance described in the preceding paragraph, Travis County Emergency Services District No. 4 complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended December 31, 2009.

Internal Control Over Compliance

The management of Travis County Emergency Services District No. 4 is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Travis County Emergency Services District No. 4's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Travis County Emergency Services District No. 4's internal control over compliance.

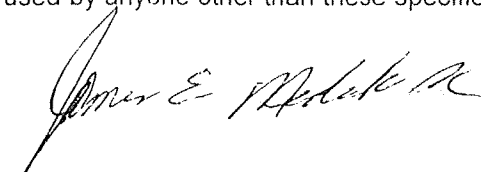


A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above.

Travis County Emergency Services District No. 4's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Travis County Emergency Services District No. 4's response and accordingly, we express no opinion on the response.

This report is intended solely for the information and use of management, Board of Commissioners, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink, appearing to read "James E. Medack". The signature is fluid and cursive, with a large initial "J" and "M".

James E. Medack, P.C.
Giddings, Texas
May 6, 2010

Travis County Emergency Services District No. 4
Schedule of Findings and Questioned Costs
Year Ended December 31, 2009

Summary of Independent Auditor's Results

1. The auditor's report expresses an unqualified opinion on the financial statements of Travis County Emergency Services District No. 4.
2. Two significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards*. Both of the deficiencies are reported as material weaknesses.
3. No instances of noncompliance material to the financial statements of Travis County Emergency Services District No. 4, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. Two significant deficiencies in internal control over major federal award programs disclosed during the audit are reported in the *Independent Auditor's Report on Compliance With Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*. Both of the deficiencies are reported as material weaknesses.
5. The auditor's report on compliance for the major federal award program for Travis County Emergency Services District No. 4 expresses a qualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this schedule.
7. The program tested as a major program included:

Assistance to Firefighters Grant

CFDA No.
97.044

8. The threshold used for distinguishing between Type A and B programs was \$300,000.
9. Travis County Emergency Services District No. 4 did not qualify as a low-risk auditee.

Travis County Emergency Services District No. 4
Schedule of Findings and Questioned Costs
Year Ended December 31, 2009

FINDINGS—FINANCIAL STATEMENT AUDIT

Finding 09-1

Condition and Criteria: There is a limited segregation of duties over the general accounting process.

Effect: The District financial statements could be misstated due to the lack of proper oversight or review.

Cause: The District has a limited number of personnel with the knowledge and skill to perform such duties.

Recommendation: We recommend that management should, whenever possible, attempt to mitigate these circumstances to ensure proper financial reporting.

Views of Responsible Officials and Planned Corrective Action: Commissioners will perform reviews on a quarterly basis of the general accounting activity.

Finding 09-2

Condition and Criteria: There is inadequate control over the safeguarding of cash when District personnel utilize signature stamps in lieu of live signatures on the District's checking account.

Effect: The District could be vulnerable to theft of cash.

Cause: The District's authorized check signers have approved the use of the signature stamps by the District's bookkeeper.

Recommendation: We recommend that management implement a policy requiring at least one live signature on all checks.

Views of Responsible Officials and Planned Corrective Action: Management's policy for the use of stamps will continue, but with additional oversight by the Commissioners.

Travis County Emergency Services District No. 4
Schedule of Findings and Questioned Costs
Year Ended December 31, 2009

FINDINGS—MAJOR FEDERAL AWARD PROGRAM AUDIT

Finding 09-3

Condition: Annual report to the grantor was not timely filed.

Criteria: Annual report to the grantor was due 90 days after the expiration of the grant award.

Effect: The District was not in compliance with grant guidelines.

Cause: District personnel lacked expertise and experience in compiling the information necessary to complete the report.

Recommendation: We recommend that management obtain sufficient knowledge to ensure future compliance with grant awards, and file the report in a timely manner.

Views of Responsible Officials and Planned Corrective Action: The District does not plan on hosting any federal grants in the future. If this does happen, management plans to contract with a professional business with expertise and experience in managing and reporting on federal grants.

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TRAVIS COUNTY
AUDITORS OFFICE

**TRAVIS COUNTY
EMERGENCY SERVICES
DISTRICT NO. 8**

**Financial Statements for the
Year Ended September 30, 2009 and
Independent Auditors' Report**



TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 8

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INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners of
Travis County Emergency Services District No. 8:

We have audited the accompanying financial statements of the governmental activities and the major funds of Travis County Emergency Services District No. 8 (the "District") as of and for the year ended September 30, 2009, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the management of the District. Our responsibility is to express opinions on these basic financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major funds of the District as of September 30, 2009, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Management has omitted the budgetary comparison for the General Fund that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

The management's discussion and analysis on pages 2 through 5 is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Maxwell Locke & Ritter LLP
June 30, 2010

Affiliated Companies:
ML&R PERSONNEL SOLUTIONS LLC
"The Resource for Direct Hire & Project Staffing"
ML&R WEALTH MANAGEMENT LLC
"A Registered Investment Advisor"
This firm is not a CPA firm

Travis County Emergency Services District No. 8

Management's Discussion & Analysis

September 30, 2009

In accordance with Governmental Accounting Standards Board ("GASB") Statement No. 34, the management of Travis County Emergency Services District No. 8 (the "District") offers the following narrative on the financial performance of the District for the year ended September 30, 2009. Please read it in connection with the District's financial statements that follow.

For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "Total Governmental Funds" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the Statement of Net Assets and the Statement of Activities.

Overview of the Basic Financial Statements

The District's reporting is comprised of two parts:

- *Management's Discussion and Analysis* (this section)
- *Basic Financial Statements*
 - *Statement of Net Assets and Governmental Funds Balance Sheet*
 - *Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances*
 - *Notes to Basic Financial Statements*

The *Statement of Net Assets and Governmental Funds Balance Sheet* includes a column (titled "Total Governmental Funds") that represents a balance sheet prepared using the modified accrual basis of accounting. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net assets will indicate financial health.

The *Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances* includes a column (titled "Total Governmental Funds") that derives the change in fund balance resulting from current year revenues, expenditures, and other financing sources or uses. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The *Notes to Basic Financial Statements* provide additional information that is essential to a full understanding of the information presented in the *Statement of Net Assets and Governmental Funds Balance Sheet* and the *Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances*.

The District as a Whole

The District's combined net assets for the years ending September 30, 2009 and 2008 are shown in the table below. Our analysis below focuses on the net assets and changes in the net assets of the District's governmental activities as reported in the accrual basis of accounting.

STATEMENT OF NET ASSETS

	<u>9/30/2009</u>	<u>9/30/2008</u>
Assets:		
Current	\$ 759,239	\$ 2,496,902
Capital assets (net of accumulated depreciation)	<u>2,564,594</u>	<u>675,053</u>
TOTAL ASSETS	<u>\$ 3,323,833</u>	<u>\$ 3,171,955</u>
Liabilities:		
Current liabilities	\$ 268,954	\$ 140,466
Long-term liabilities	<u>2,145,762</u>	<u>2,292,106</u>
TOTAL LIABILITIES	<u>2,414,716</u>	<u>2,432,572</u>
Net Assets:		
Invested in capital assets, net of related debt	285,752	193,957
Unrestricted	<u>623,365</u>	<u>545,426</u>
TOTAL NET ASSETS, as restated	<u>\$ 909,117</u>	<u>\$ 739,383</u>

The District's total assets were approximately \$3,324,000 as of September 30, 2009. Of this amount, approximately \$2,565,000 is accounted for by capital assets. The District had outstanding liabilities of approximately \$2,415,000 of which approximately \$2,292,000 represents notes payable obligations.

The changes in net assets for the respective periods are also shown in the table below.

STATEMENT OF ACTIVITIES

	<u>9/30/2009</u>	<u>9/30/2008</u>
Expenses:		
Service operations and capital outlay	\$ 1,233,457	\$ 1,009,047
Depreciation	61,223	60,171
Debt service	<u>109,601</u>	<u>18,916</u>
TOTAL EXPENSES	<u>1,404,281</u>	<u>1,088,134</u>
Revenues-		
General revenues	<u>1,574,015</u>	<u>1,384,493</u>
TOTAL REVENUES	<u>1,574,015</u>	<u>1,384,493</u>
CHANGE IN NET ASSETS	<u>\$ 169,734</u>	<u>\$ 296,359</u>

Operating revenues increased by approximately \$190,000 to approximately \$1,574,000 for the fiscal year ended September 30, 2009 due to an increase in property tax collections. Property taxes generated approximately \$1,361,000 in revenues. Total expenses increased approximately \$316,000 to approximately \$1,404,000 for the fiscal year ended September 30, 2009. Net assets increased approximately \$170,000 for the fiscal year ended September 30, 2009 compared to an increase of approximately \$296,000 for the fiscal year ended September 30, 2008.

The District Governmental Funds

At the end of the fiscal year September 30, 2009, the District's governmental funds reported a combined fund balance of approximately \$616,000, which is a decrease of approximately \$1,856,000 from last year, the majority of which is due to increased capital outlay expenditures related to the District's new fire station.

Capital Asset and Debt Administration

Capital Assets

At September 30, 2009 and 2008, the District had the following capital assets in operation:

CAPITAL ASSETS AT YEAR END

	<u>9/30/2009</u>	<u>9/30/2008</u>
Buildings	\$ 2,124,853	\$ -
Vehicles and equipment	829,128	817,127
Construction in progress	-	186,090
TOTAL CAPITAL ASSETS	<u>2,953,981</u>	<u>1,003,217</u>
Accumulated depreciation	<u>(389,387)</u>	<u>(328,164)</u>
TOTAL NET CAPITAL ASSETS	<u>\$ 2,564,594</u>	<u>\$ 675,053</u>

For the year ended September 30, 2009, the District's capital outlay totaled approximately \$1,951,000, consisting of expenditures related to the new fire station and equipment. More detailed information about the District's capital assets is presented in the *Notes to Basic Financial Statements*.

Notes Payable

In 2005, the District entered into two notes payable agreements from a bank to finance the acquisition of the Pedernales Emergency Services' fire apparatus. The District made principal payments of \$75,560 during the year ended September 30, 2009 related to these notes payable agreements. In 2008, the District entered into a notes payable agreement from a bank to fund the construction of the District's new fire station. The District made principal payments of \$64,906 during the year ended September 30, 2009 related to this note payable agreement. More detailed information about the District's notes payable is presented in the *Notes to Basic Financial Statements*.

Economic Factors, Next Year's Budgets and Rates

The District Commissioners considered various factors when setting the ad valorem tax rate that will be charged for the governmental activities. Considerations included the economy of the area within the District boundaries. Tax revenues are currently limited by the mandatory \$0.10 per \$100 of assessed valuation cap.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the District at Travis County Emergency Services District No. 8, Attn: Treasurer, 801 Bee Creek Rd., Briarcliff, TX 78669.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 8

STATEMENT OF NET ASSETS AND GOVERNMENTAL FUNDS BALANCE SHEET SEPTEMBER 30, 2009

	GENERAL FUND	CAPITAL PROJECTS FUND	TOTAL GOVERNMENTAL FUNDS	ADJUSTMENTS (NOTE 2)	STATEMENT OF NET ASSETS
ASSETS:					
Cash	\$ 237,831	8,750	246,581	-	246,581
Investments	333,496	117,874	451,370	-	451,370
Receivables:					
Property taxes	32,850	-	32,850	-	32,850
Sales taxes	25,038	-	25,038	-	25,038
Security deposits	3,400	-	3,400	-	3,400
Capital assets (net of accumulated depreciation):					
Vehicles and equipment	-	-	-	444,224	444,224
Buildings	-	-	-	2,120,370	2,120,370
Total assets	<u>\$ 632,615</u>	<u>126,624</u>	<u>759,239</u>	<u>2,564,594</u>	<u>3,323,833</u>
LIABILITIES:					
Retainage payable	\$ -	95,619	95,619	-	95,619
Accrued construction costs	-	17,741	17,741	-	17,741
Deferred revenue	29,974	-	29,974	(29,974)	-
Interest payable	-	-	-	9,250	9,250
Long-term liabilities:					
Due within one year	-	-	-	146,344	146,344
Due after one year	-	-	-	2,145,762	2,145,762
Total liabilities	<u>29,974</u>	<u>113,360</u>	<u>143,334</u>	<u>2,271,382</u>	<u>2,414,716</u>
FUND BALANCE/ NET ASSETS:					
Fund balances:					
Reserved for-					
Capital projects	-	13,264	13,264	(13,264)	-
Unreserved, undesignated	<u>602,641</u>	<u>-</u>	<u>602,641</u>	<u>(602,641)</u>	<u>-</u>
Total fund balance	<u>602,641</u>	<u>13,264</u>	<u>615,905</u>	<u>(615,905)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 632,615</u>	<u>126,624</u>	<u>759,239</u>		
Net assets:					
Investment in capital assets, net of related debt				285,752	285,752
Unrestricted				<u>623,365</u>	<u>623,365</u>
Total net assets				<u>\$ 909,117</u>	<u>\$ 909,117</u>

The notes to basic financial statements are an integral part of this statement.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 8

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES YEAR ENDED SEPTEMBER 30, 2009

	GENERAL FUND	CAPITAL PROJECTS FUND	TOTAL GOVERNMENTAL FUNDS	ADJUSTMENTS (NOTE 2)	STATEMENT OF ACTIVITIES
EXPENDITURES/EXPENSES:					
Service operations:					
Pedernales Fire Department funding \$	1,072,082	-	1,072,082	-	1,072,082
Rent	34,000	-	34,000	-	34,000
Leasehold improvements	19,083	-	19,083	-	19,083
Professional fees	12,701	-	12,701	-	12,701
Appraisal district fees	7,157	-	7,157	-	7,157
Meetings/seminars	647	-	647	-	647
Other	9,624	-	9,624	-	9,624
Capital outlay	78,271	1,950,656	2,028,927	(1,950,764)	78,163
Depreciation	-	-	-	61,223	61,223
Debt service:					
Principal payments	140,466	-	140,466	(140,466)	-
Interest payments	100,351	-	100,351	9,250	109,601
Total expenditures/expenses	1,474,382	1,950,656	3,425,038	(2,020,757)	1,404,281
REVENUES:					
General revenues:					
Property taxes	1,343,999	-	1,343,999	4,986	1,348,985
Penalties and interest on taxes	12,196	-	12,196	-	12,196
Sales taxes	192,616	-	192,616	-	192,616
Interest	4,118	12,444	16,562	-	16,562
Miscellaneous	3,656	-	3,656	-	3,656
Total revenues	1,556,585	12,444	1,569,029	4,986	1,574,015
EXCESS (DEFICIT) OF REVENUES OVER (UNDER) EXPENDITURES	82,203	(1,938,212)	(1,856,009)	1,856,009	-
Change in net assets				169,734	169,734
FUND BALANCES/NET ASSETS:					
Beginning of year, as restated	520,438	1,951,476	2,471,914	(1,732,531)	739,383
End of year	\$ 602,641	13,264	615,905	293,212	909,117

The notes to financial statements are an integral part of this statement.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 8

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2009

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Travis County Emergency Services District No. 8 (the "District") was approved by voters of the District in a general election on November 5, 1985 as Travis County Fire Control District No. 12. Pursuant to Texas Health and Safety Code 794.100, the District was legally converted to a district operating under the Texas Health and Safety Code, Chapter 775, by an election of the voters of the District held on November 2, 1999. As a result, the name of the District changed to Travis County Emergency Services District No. 8, effective December 2, 1999 and the District automatically assumed all rights and obligations of the former entity. The District provides fire suppression, emergency medical and rescue first response, hazardous materials incident response, and other emergency incident response that may arise within its boundaries.

The reporting entity of the District encompasses those activities and functions over which the District's appointed officials exercise significant oversight or control. The District is governed by a five member Board of Commissioners which has been appointed by the Travis County Commissioners' Court. The District is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board ("GASB") Statement No. 14 since Board members are elected by the public and have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters.

Government-Wide and Fund Financial Statements - For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "Total Governmental Funds" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the statement of net assets and the statement of activities.

The government-wide financial statements report information on all of the activities of the District.

The statement of activities demonstrates the degree to which the expenses are offset by program revenues. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by the District. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Amounts reported as program revenues include charges to customers or applicants for goods, services, or privileges provided. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Major revenue sources considered susceptible to accrual include interest income and sales tax. An accrual for property taxes collected within sixty days of year-end has been made; delinquent property taxes at period end are reported as deferred revenue.

The District reports the following major governmental funds:

The General Fund includes financial resources used for general operations and any fund balances are considered resources available for current operations.

The Capital Projects Fund is used to account for financial resources designated to be used for authorized construction and other capital asset acquisitions.

Assets, Liabilities, and Net Assets or Equity

Cash and cash equivalents - The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Investments - The District is entitled to invest any and all of its funds in obligations of, or guaranteed by, the United States of America or its agencies, certificates of deposit, and certain public fund investment pools. The District's investment policies and types of investments are governed by Section 2256 of the Government Code ("Public Funds Investment Act"). The District's management believes that it complied with the requirements of the District's investment policy and the Public Funds Investment Act. The District accrues interest on temporary investments based on the terms and effective interest rates of the specific investments.

Capital Assets - Capital assets, which include buildings and vehicles and equipment, are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of at least \$5,000. Such assets are recorded at historical cost if purchased or estimated fair value at the date of donation if donated. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Buildings	39.5
Vehicles	10-15
Equipment	5

Ad Valorem Property Taxes - Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

Recently Issued Accounting Pronouncements

In March 2009, the GASB issued GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, effective for fiscal years beginning after June 15, 2010, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Management is still evaluating the effects that the full implementation of GASB Statement No. 54 will have on its financial statements for the year ended September 30, 2011, primarily as it relates to fund balance classifications.

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Amounts reported for governmental activities in the statement of net assets are different because:

Governmental funds total fund balance	\$ 615,905
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	
Capital assets, net of accumulated depreciation	2,564,594
Deferred tax revenue is not available to pay for current-period expenditures and, therefore, is deferred in the funds.	29,974
The following liabilities are not due and payable in the current period and, therefore, are not reported in the funds:	
Notes payable	(2,292,106)
Interest payable	(9,250)
Total net assets	<u>\$ 909,117</u>

Amounts reported for governmental activities in the statement of activities are different because:

Deficit of revenues under expenditures	\$ (1,856,009)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.	
Capital outlay	1,950,764
Depreciation expense	(61,223)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Change in deferred tax revenue	4,986
Repayment of notes payable obligations is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	
Repayment of notes payable obligations	140,466
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Change in interest payable	(9,250)
Change in net assets	<u>\$ 169,734</u>

3. CASH AND TEMPORARY INVESTMENTS

The District's deposits are required to be secured in the manner provided by law for the security of the funds. At September 30, 2009, such deposits were entirely covered by Federal Deposit Insurance Corporation ("FDIC") insurance or secured by collateral pledged by the depository.

The Public Funds Investment Act authorizes the District to invest in funds under a written investment policy. The District's deposits and investments are invested pursuant to the investment policy, which is approved annually by the Board of Commissioners. The primary objectives of the District's investment strategy, in order of priority, are safety, liquidity, and yield.

The District had investments of \$439,218 in an external local governmental investment pool, Texas Local Governmental Investment Pool ("TexPool"), and in a certificate of deposit of \$12,152 at September 30, 2009. The investment in Texpool had a weighted average maturity of one day and a Standard and Poor's rating of AAAM. The investment in the certificate of deposit had a weighted average maturity of 169 days.

TexPool is an external investment pool offered to local governments. Although TexPool is not registered with the SEC as an investment company, it operates in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. TexPool is overseen by the Texas State Comptroller of Public Accounts, who is the sole officer, director and shareholder of the Texas Treasury Safekeeping Trust Company which is authorized to operate TexPool. TexPool also has an advisory board to advise on TexPool's investment policy; this board is made up equally of participants and nonparticipants who do not have a business relationship with TexPool. Federated Investors manages daily operations of TexPool under a contract with the Comptroller and is the investment manager for the pool. TexPool uses amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the position in TexPool is the same as the value of the TexPool shares. TexPool's investment policy stipulates that it must invest in accordance with the Public Funds Investment Act.

Credit Risk - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to give an indication of credit risk. At September 30, 2009, investments were included in a local governmental investment pool with a rating from Standard and Poor's in compliance with the District's investment policy and a certificate of deposit.

Concentration of Credit Risk - Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. At September 30, 2009, all of the District's investments were with TexPool and in a certificate of deposit.

Interest Rate Risk - The District considers the holdings in the local governmental investment pool to have a one day weighted average maturity due to the fact that the share position can usually be redeemed each day at the discretion of the shareholders, unless there has been a significant change in value.

4. CAPITAL ASSETS

Capital assets activity for the year ended September 30, 2009 was as follows:

	Balance September 30, 2008	Additions	Retirements and Transfers	Balance September 30, 2009
Capital assets not being depreciated-				
Construction in progress	\$ 186,090	-	(186,090)	-
Total capital assets not being depreciated	186,090	-	(186,090)	-
Capital assets being depreciated:				
Vehicles and equipment	817,127	12,001	-	829,128
Buildings	-	1,938,763	186,090	2,124,853
Total capital assets being depreciated	817,127	1,950,764	186,090	2,953,981
Less accumulated depreciation for:				
Vehicles and equipment	(328,164)	(56,740)	-	(384,904)
Buildings	-	(4,483)	-	(4,483)
Total accumulated depreciation	(328,164)	(61,223)	-	(389,387)
Total capital assets, being depreciated, net	488,963	1,889,541	-	2,564,594
Capital assets, net as restated	\$ 675,053	1,889,541	-	2,564,594

5. LONG-TERM LIABILITIES

Long-term liabilities transactions for the year ended September 30, 2009 are summarized as follows:

	Balance September 30, 2008	Additions	Retirements	Balance September 30, 2009	Due Within One Year
Notes payable	\$ 2,432,572	-	(140,466)	2,292,106	146,344
Total governmental activities	\$ 2,432,572	-	(140,466)	2,292,106	146,344

Notes payable consisted of the following at September 30, 2009:

Date of Issue	Amounts of Original Issue	Maturity Date	Interest Rate	Outstanding at 9-30-09	Due Within One Year
10-20-2005	\$ 335,615	2013	4.00%	\$ 191,579	\$ 42,194
10-20-2005	289,812	2013	4.00%	165,433	36,435
8-28-2008	2,000,000	2028	4.26%	1,935,094	67,715
	<u>\$ 2,625,427</u>			<u>\$ 2,292,106</u>	<u>\$ 146,344</u>

The notes payable agreements in 2005 are from Security State Bank and Trust of Fredericksburg to finance the acquisition of the Pedernales Emergency Services' fire apparatus. The note payable agreement in 2008 is from Bank of America to finance the construction of the new fire station.

Debt requirements to maturity for District's notes payable are summarized as follows:

Fiscal Year	Principal	Interest	Total Requirement
2010	\$ 146,344	94,473	240,817
2011	152,467	88,350	240,817
2012	158,848	81,969	240,817
2013	165,495	75,322	240,817
2014	103,041	69,023	172,064
2015-2028	1,565,911	521,181	2,087,092
Total	<u>\$ 2,292,106</u>	<u>930,318</u>	<u>3,222,424</u>

6. DEFERRED REVENUE

Deferred revenue at September 30, 2009 as reported in the General Fund consisted of net tax revenue of \$29,974.

7. PROPERTY TAXES

The District is authorized to levy a tax each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within its boundaries. Assessed values are established annually by the Travis Central Appraisal District. District property tax revenues are recognized when levied to the extent that they are collected in the current year. The uncollected balance is reported as deferred revenue. Taxes receivable are due January 1 and are delinquent if received after January 31 and are subject to penalty and interest charges.

In September 2008, the District levied a tax rate of \$0.10 per \$100 of assessed valuation to finance operating expenditures and debt service requirements. The total 2008 tax levy was \$1,347,118 based on a taxable valuation of \$1,347,118,000.

8. CONTRACTED SERVICES

The District entered into an agreement with the Pedernales Emergency Services ("PES") that was effective October 1, 2007 for a period of one year. This agreement has been extended annually since October 1, 2008. The District agreed to fund the operations of the PES quarterly, as funds are available, based on a budget for the PES that is approved by the District. In exchange for the funding provided by the District, the PES agreed to provide emergency services including fire fighting and first responder assistance in the geographic area served by the District. Expenditures of \$1,072,082 were incurred by the District related to this agreement during the year ended September 30, 2009.

9. RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District, through the Pedernales Fire Department, purchases its insurance from regular commercial companies. As of September 30, 2009, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having been filed within the last three years.

10. RESTATEMENT OF NET ASSETS AND FUND BALANCES

As of September 30, 2008, the District had an asset that had been disposed of in which the proceeds received were included in the Statement of Net Assets as a reduction of capital assets and not as a gain upon disposal since the asset was fully depreciated upon disposal.

As a result, Net Assets at September 30, 2008, as previously reported, has been restated as follows:

	<u>Net Assets</u>
Beginning balance, as previously reported	\$ 714,383
Effect of restatement of proceeds received for asset disposition	<u>25,000</u>
Beginning balance, as restated	<u>\$ 739,383</u>

As of September 30, 2008, the District had capitalized expenditures related to a construction project as an asset in the governmental activities of the Statement of Net Assets instead of as an adjustment between the Governmental Funds Balance Sheet and the Statement of Net Assets. In addition, the District did not record deferred revenue for property taxes that had not been collected within sixty days of the end of the fiscal year ended September 30, 2008. The District also reflected principal payments on notes payable and other expenditures in the Capital Projects Fund that related to the General Fund.

As a result, the General Fund and Capital Projects Fund at September 30, 2008, as previously reported, have been restated as follows:

	<u>General Fund</u>
Beginning balance, as previously reported	\$ 774,554
Effect of capitalization of construction expenditures	(133,156)
Effect of principal payment and other expenditures	(95,972)
Effect of deferred revenue	<u>(24,988)</u>
Beginning balance, as restated	<u>\$ 520,438</u>

	<u>Capital Projects Fund</u>
Beginning balance, as previously reported	\$ 1,908,438
Effect of capitalization of construction expenditures	(52,934)
Effect of principal payment and other expenditures	<u>95,972</u>
Beginning balance, as restated	<u>\$ 1,951,476</u>

Travis County Emergency Services District No. 13

Annual Financial Report

For the Year Ending

September 30, 2009

Jansen and Gregorczyk

Certified Public Accountants

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Kyle, Texas 78640

Jansen and Gregorczyk

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Independent Auditors' Report

To the Board of Commissioners

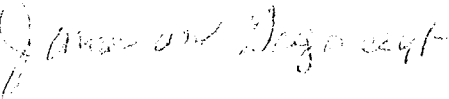
Travis County Emergency Services District #13

We have audited the accompanying financial statements of the governmental activities of the Travis County Emergency Services District #13 as of September 30, 2009, as of and for the year then ended which collectively comprise the District's basic financial statements. These financial statements are the responsibility of the Travis County Emergency Services District #13's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Travis County Emergency Services District #13 as of September 30, 2009, in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis and budgetary comparison information on pages 2 through 4 and page 10 are not a required part of the basic financial statements but are supplementary information required by accounting principals generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.



Jansen and Gregorczyk
May 28, 2010

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Travis County Emergency Services District #13 (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2009. Please read it in conjunction with the District's financial statements, which follow this section.

The financial report consists of three parts: Management's Discussion and Analysis (this section), the financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenditures of \$114,999 compared to total revenues of \$102,539 resulting in a decrease in net assets of \$12,460 for the year ended September 30, 2009.
- The District's cash balance including money market funds was \$33,527 for the fiscal year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Assets and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net assets* and changes in them. You can think of the District's net assets—the difference between assets and liabilities—as one way to measure the District's financial health, or *financial position*. Over time, increases or decreases in the District's net assets are one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District's total net assets decreased by \$12,460 in the year ended September 30, 2009. Our analysis of the District's activities below focuses on net assets (Table 1) and the changes in net assets (Table 2).

Table 1

	9/30/09	9/30/08
Assets:		
Current and Other Assets	\$ 39,169	\$ 49,507
Non Current and Capital Assets	-	3,131
Total Assets	<u>39,169</u>	<u>52,638</u>
Current and Other Liabilities	-	
Total Liabilities	-	1,010
Net Assets:	<u>39,169</u>	<u>51,628</u>
Unrestricted	<u>39,169</u>	<u>51,628</u>
Total Net Assets	<u>\$ 39,169</u>	<u>\$ 52,638</u>

Table 2

Ad Valorem Tax Revenues	\$ 48,862	\$ 39,170
Noncash Donation	\$ 53,560	\$ -
Interest Income	117	16
Total Revenues	<u>102,539</u>	<u>39,186</u>
Expenses:		
Administrative	7,687	1,944
Public Safety - Firefighting	106,950	-
Tax Services	362	991
Total Expenses	<u>114,999</u>	<u>2,935</u>
Increase in Net Assets	(12,460)	36,251
Net Assets, beginning of year	<u>51,629</u>	<u>15,378</u>
Net Assets, end of year	<u>\$ 39,169</u>	<u>\$ 51,629</u>

Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements were \$33,527 at September 30, 2009.

The District has sufficient revenues to pay expenses of the District.

General Fund Budgetary Highlights

The Board of Commissioners did not make any changes to the budget during the year. The analysis of the budget is reflected on the Schedule of Revenues, Expenses and Changes in Net Assets-Budget and Actual-(Non-GAAP Budgetary Basis) following the Notes to the Financial Statements.

The Board did not budget an increase in net assets for 2009. Revenues over expenses increased by \$7,326 during the year. Revenues budgeted were \$60,613 more than the actual amount received. Expenses were \$53,287 more than budget primarily due to the grant obtained and used to pay for equipment (radios) and was recorded as a noncash item. However the budget includes \$9,711 for contingency purposes which were not expended.

Economic Factors and Future Years Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2009 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations in the next year.

A comparative analysis will be provided in future years when prior year information is available and audited.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Travis County ESD # 13
PO Box 1017
Manor, TX 78653

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #13
STATEMENT OF NET ASSETS AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2009

	<u>General Fund</u>	<u>Adjustments (Note 6)</u>	<u>Statement of Net Assets</u>
ASSETS			
Current assets:			
Cash	\$ 13,996		\$ 13,996
Investments	19,531		19,531
Total current assets	<u>\$ 33,527</u>		<u>\$ 33,527</u>
Other assets:			
Taxes receivable	<u>5,642</u>	-	<u>5,642</u>
 Total assets	 <u><u>\$ 39,169</u></u>		 <u><u>\$ 39,169</u></u>
LIABILITIES			
Noncurrent liabilities:			
Deferred Income	<u>5,642</u>	(5,642)	<u>-</u>
Total liabilities	<u>5,642</u>		<u>-</u>
FUND BALANCES/NET ASSETS			
FUND BALANCES			
Fund balance - unrestricted	<u>33,527</u>	(33,527)	<u>-</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 39,169</u></u>		<u><u>-</u></u>
NET ASSETS			
Unrestricted		39,169	<u>39,169</u>
			<u><u>\$ 39,169</u></u>

See accompanying notes to the financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #13
 STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
 OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 FOR THE YEAR ENDED SEPTEMBER 30, 2009

	<u>General Fund</u>	<u>Adjustments (Note 6)</u>	<u>Statement of Activities</u>
Expenses:			
Administrative	\$ 1,855		\$ 1,855
Firefighting Operations	40,000		40,000
Equipment used by FF	66,950		66,950
Legal and Audit Expense	5,590		5,590
Insurance	242		242
Tax Services	362		362
Total Expenses	<u>114,999</u>		<u>\$ 114,999</u>
General Revenues:			
Ad Valorem Tax Revenues	46,351	2,511	48,862
Noncash Donation - Grant	53,560		53,560
Interest Income	117		117
Total General Revenues	<u>100,028</u>		<u>102,539</u>
Change in Net Assets	(14,971)		(12,460)
Net Assets - Beginning	<u>51,629</u>	-	<u>51,629</u>
Net Assets - Ending	<u><u>\$ 36,658</u></u>		<u><u>\$ 39,169</u></u>

See accompanying notes to the financial statements

**Travis County Emergency Services District #13
Notes to the Financial Statements
For The Year Ending September 30, 2009**

Note 1- Summary of Significant Accounting Policies

The accounting policies of the Travis County Emergency Services District #13 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

A. The Reporting Entity

The Travis County Emergency Services District #13 was created by an election of the residents of Travis County. The District is a taxing authority, which provides funds to the Bastrop Travis Counties Emergency Services District #1. The District does not have any employees, office space or fixed assets.

The District is under full control and management of a five commissioners Board of Commissioners. The commissioners are appointed by the Travis County Commissioners. For financial reporting purposes, the District includes all funds that are controlled by, or dependent upon, actions of the Board of Commissioners. Control by, or dependence upon, the Board was determined on the basis of the Board's full control of budget adoption and taxing authority.

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operation; thus data from these units would be combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in separate organizations that meet the aforementioned criteria; therefore, none are included in the accompanying general-purpose financial statements. Likewise, the District is not included in any other organizations financial statements as a component unit.

B. Government-Wide Financial and Fund Financial Statements

The District is considered a special purpose government under GASB Statement No. 34. This allows the district to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Assets and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within thirty-one days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

D. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

E. Net Assets

Net assets present the difference between assets and liabilities in the Statement of Net Assets. Net assets invested in capital assets are acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments. The District has no capital assets.

F. Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

G. Deferred Revenue

The District reported unearned deferred revenue in the Statement of Net Assets. Deferred revenues arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considerable to have been for prior year services.

NOTE 2 – Deposits and Investments:

Cash:

At September 30, 2009, the District had \$33,527 invested in cash and cash equivalents. In accordance with GASB Statement No. 40 which requires determination as to whether the District was exposed to specific investment risks at year end the following disclosures are required.

Interest Rate Risk. The District's cash and cash equivalents are currently invested in short-term instruments such as an interest-bearing checking account. At September 30, 2009 the District was not exposed to interest rate risk.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of September 30, 2009, \$33,527 of the District's \$33,527 deposit balance was covered by federal depository insurance.

Investments:

The District does not have a formal Investment Policy in place and is therefore not in compliance with Government Code Chapter 2256, The Public Funds Investment Act. Investment practices of the District were in accordance with local policies.

NOTE 3 – Ad Valorem Taxes

Ad valorem taxes attach as an enforceable lien on property as of January 1 of each year. Taxes are levied on October 1 and are payable in full by the following January 31. The District employs the services of the Travis County Appraisal District for assessing and billing its property taxes and employs the services of the Travis County Tax Assessor/Collectors for the collection of its taxes. Revenues are recognized when received by the District. The tax rate was \$0.010 per \$100 of assessed valuation.

NOTE 4 – Concentration of Expenditures

For the current audit period, the District paid the Bastrop Travis Counties ESD #1 \$40,000 for providing emergency services to the District who contracts with Elgin Volunteer Fire Department for services.

NOTE 5 – Risk Management

The District is exposed to various risks and losses related to theft of assets, damage and destruction of assets, error and omissions, injuries to firefighters, lawsuits and natural disasters. Insurance coverage is provided for property, casualty, errors and omissions. The district pays premiums proportionately for coverage which is shared with several other districts. Premiums paid for insurance during the year were \$242.

NOTE 6 – Adjustments to Convert Fund Statements to Government-Wide

Unrestricted fund balance - governmental fund	\$ 33,527
Taxes receivables deferred in the fund financial statements and in the government-wide financial statements	5,642
Net assets - governmental activities	<u>\$ 39,169</u>
Net change in fund balance - governmental fund	(14,971)
Net increase in tax receivable deferred in the fund financial statements and not in the government-wide financial statements	2,511
Change in net assets - governmental activities	<u>\$ (12,460)</u>

NOTE 7 – Budget Variances

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. There were no current year amendments. Certain revenue and expenses were different than budgeted, resulting in a lower than budgeted fund balance.

NOTE 8 – Other Matters

The district leases radios to the Bastrop Travis Counties ESD#1 to be used in their operations for a nominal cost. The radios were purchased with funds received through a grant with Homeland Security. The radios are in the possession of the fire department and therefore are not capitalized on the statement of net assets of the District.

The transaction for the grant funds was recorded as a non-cash donation as the actual funds were not received by the district.

NOTE 9 – Subsequent Events

The District has evaluated subsequent events as of May 28, 2010, the date the financial statements were issued and determined there are no items that would affect the financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #13
 Budgetary Comparison Schedule
 General Fund
 For the Year ended September 30, 2009

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad Valorem Tax Revenues	\$ 41,926	\$ 41,926	\$ 48,862	\$ 6,936
Noncash Donation - Grant	\$ -	\$ -	\$ 53,560	\$ 53,560
Interest Income	-	-	117	117
Total General Revenue	<u>41,926</u>	<u>41,926</u>	<u>102,539</u>	<u>60,613</u>
Expenditures:				
Firefighting Operations	42,000	42,000	106,950	(64,950)
Administrative	9,000	9,000	7,687	1,313
Tax Services	1,000	1,000	361	639
Contingency	9,711	9,711	-	9,711
	<u>61,711</u>	<u>61,711</u>	<u>114,998</u>	<u>(53,287)</u>
Excess of Revenues Over Expenditures	<u>(19,785)</u>	<u>(19,785)</u>	<u>(12,460)</u>	<u>7,326</u>
Fund Balances - Beginning	<u>51,629</u>	<u>51,629</u>	<u>51,629</u>	<u>-</u>
Fund Balances - Ending	<u>\$ 31,844</u>	<u>\$ 31,844</u>	<u>\$ 39,169</u>	<u>\$ -</u>

ERICKSON DEMEL & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS
7800 N MOPAC, SUITE 105
AUSTIN, TEXAS 78759

RECEIVED

2010 JUN 24 AM 9:04

TRAVIS COUNTY
AUDITORS OFFICE

June 22, 2010

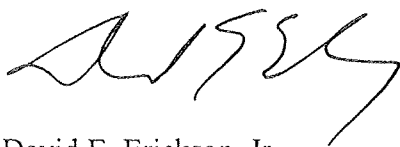
Ms. Kimberly Walton,
Financial Manager
Travis County Auditors Office
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767

Dear Ms. Walton:

Enclosed are two copies of the audited financial statements for Travis County Emergency Service District No. 13 for the year ended September 30, 2009. The audit was presented and accepted at the commissioners meeting held on June 21, 2010.

If you have any questions, please do not hesitate to call me at 482-8682.

Sincerely,



David E. Erickson, Jr.

DEE:lad
Encs.

ERICKSON DEMEL & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

7800 N MOPAC, SUITE 105

AUSTIN, TEXAS 78759

May 26, 2010

Ms. Kimberly Walton
Financial Manager
Travis County Auditor's Office
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767

Re: ESD Financial Audit Reports for ESD #13

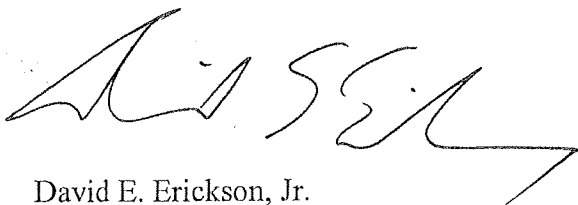
Dear Ms. Walton:

This letter is written to request an extension of time to June 30, 2010 to submit a copy of the 2009 Audit Report for ESD #13 to your office.

We understand that the report is due on June 1, 2010; however, the Audit Report needs to be approved by the Board and our regular meeting is scheduled for June 21, 2010.

Thank you for your attention to this matter. If you have any questions or need additional information, please do not hesitate to call me at (512) 482-8682.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Erickson, Jr.", with a stylized flourish at the end.

David E. Erickson, Jr.
Assistant Treasurer

DEE:jdg


Travis County Commissioners' Court Agenda Request

Meeting Date: September 7, 2010

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO TEXAS TRANSPORTATION COMMISSION TO ESTABLISH A VETERANS DISCOUNT TOLLING PROGRAM FOR QUALIFYING VETERANS. (COMMISSIONER DAVIS)

C. Sponsor:  COMMISSIONER RON DAVIS
County Commissioner or County Judge

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

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

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

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

David Escamilla

County Attorney

854-9415

Email: David.Escamilla@co.travis.tx.us

Joe Gieselman, Executive Manager

Transportation and Natural Resources

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.

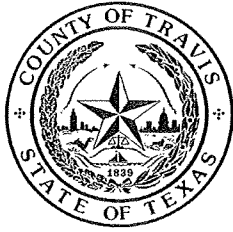
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COUNTY JUDGE'S OFFICE
10 AUG 3 10 PM 2:07

Item # _____

Phone: 854-9383

Email: Joe.Gieselman@co.travis.tx.us


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



MEMO

- ☐ For Your Information
- ☐ Action Required

TO: Travis County Commissioners Court

FROM: Deece Eckstein, Coordinator, IGR 

DATE: Tuesday, September 7, 2010

RE: Letter to Texas Transportation Commission regarding discounted toll rates for certain veterans

SUMMARY

The Legislature has authorized toll project entities to offer free or reduced tolls to veterans with the appropriate license plates. Implementing this program in Central Texas would require action by the Texas Transportation Commission (TTC). The Travis County Commissioners Court should send a letter to TTC in favor of a discount.

BACKGROUND

Last session, the Legislature passed a law (H.B. 3139) allowing toll project entities to offer free or reduced tolls to Texas vehicles with any of the following specialty license plates:

- ★ Disabled Veterans
- ★ Purple Heart Medal recipients
- ★ Medal of Honor recipients

The program is optional for toll entities. In this area, there are four tolled roads. One of them – US 183A – is operated by the Central Texas Regional Mobility Authority (CTRMA). The others – Hwy. 45, Loop 1, and Hwy. 130 – are operated by the Texas Toll Authority, under the Texas Department of Transportation (TxDOT). These entities would have to approve granting the discounts.

On August 24, 2010, the Commissioners Court sent a letter to the CTRMA board asking it to adopt a discount as permitted by law. This item asks the Court to send a similar letter to the TTC.

According to the Texas Department of Motor Vehicles, here are the numbers of currently registered veterans' plates in Travis County:

★ Congressional Medal of Honor	0 plates
★ Purple Heart	634 plates
★ Disabled Veterans	2,506 plates

WHAT OTHER AUTHORITIES DO

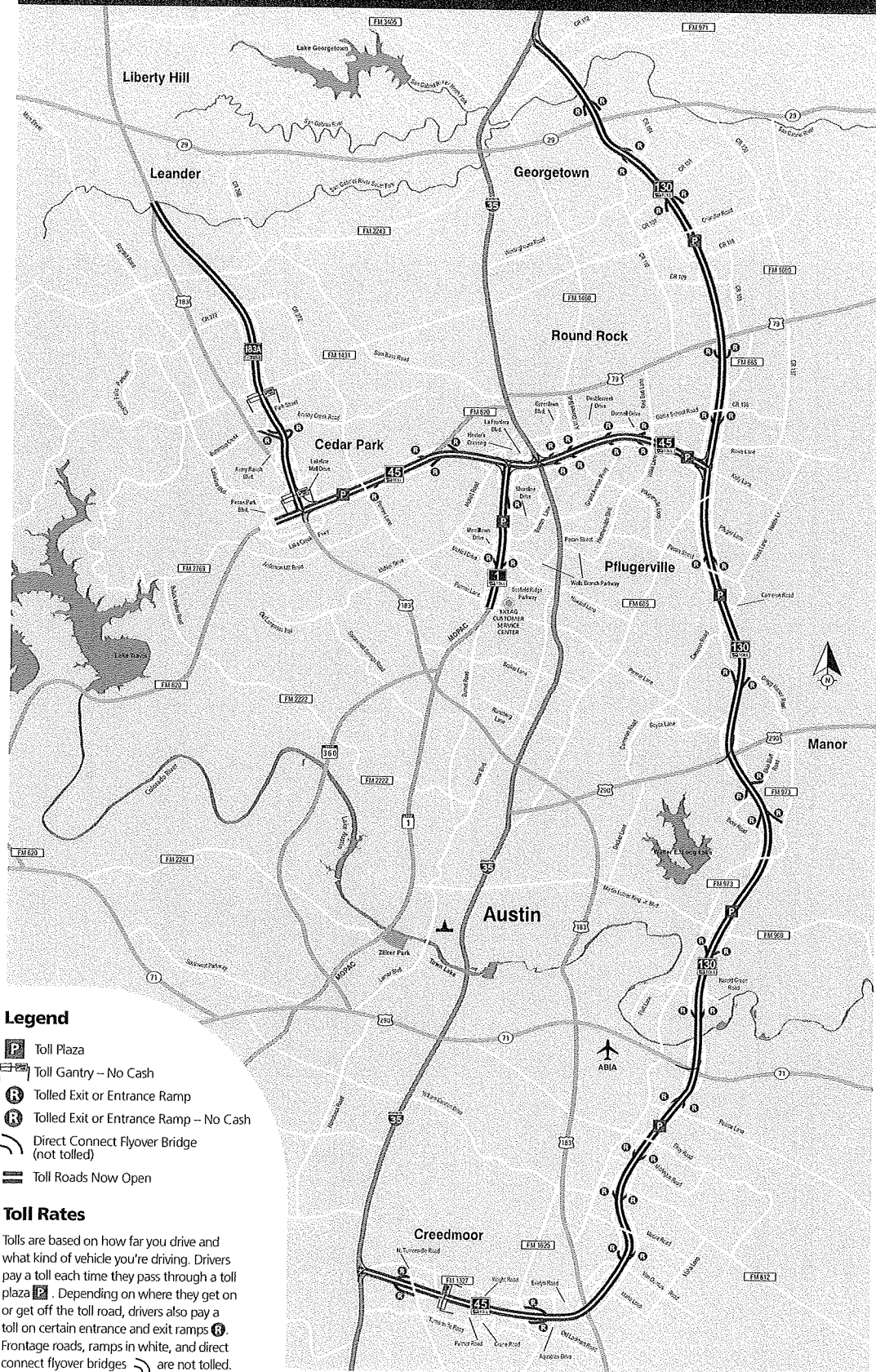
The TTC operates toll roads in the Austin, Tyler and Laredo areas.

Veterans' discounts are not offered on TTC-operated roads. The toll road authorities in Harris and Fort Bend counties have already implemented a veterans' discount program. The North Texas Toll Authority (NTTA) has not implemented a program.

ATTACHMENTS

1. Map of toll roads in the Travis County area.
2. DRAFT letter to members of the Texas Transportation Commission.

Austin Area Toll Roads



Legend

- Toll Plaza
- Toll Gantry -- No Cash
- Tolled Exit or Entrance Ramp
- Tolled Exit or Entrance Ramp -- No Cash
- Direct Connect Flyover Bridge (not tolled)
- Toll Roads Now Open

Toll Rates

Tolls are based on how far you drive and what kind of vehicle you're driving. Drivers pay a toll each time they pass through a toll plaza . Depending on where they get on or get off the toll road, drivers also pay a toll on certain entrance and exit ramps . Frontage roads, ramps in white, and direct connect flyover bridges are not tolled.

* The plaza rates apply at the Donnell Drive and Hestertowne Blvd toll ramps on State Highway 45.

* The plaza rates apply at the Donnell Drive and Westcoastside Stick Titled ramps on State Highway 45.																			
		2-axle vehicles			Unibody truck, bus, motorhome			3-axle vehicles			4-axle vehicles			5-axle vehicles			6-axle vehicles		
		Tag	Cash	Pay By Mail	Tag	Cash	Pay By Mail	Tag	Cash	Pay By Mail	Tag	Cash	Pay By Mail	Tag	Cash	Pay By Mail	Tag	Cash	Pay By Mail
	Plaza-Park St.	\$0.68	\$0.75	\$0.90	\$0.68	\$0.75	\$0.90	\$1.35	\$1.50	\$1.80	\$2.03	\$2.25	\$2.70	\$2.70	\$3.00	\$3.60	\$3.38	\$3.75	\$4.50
	Ramps	\$0.45	\$0.50	\$0.60	\$0.45	\$0.50	\$0.60	\$0.90	\$1.00	\$1.20	\$1.35	\$1.50	\$1.80	\$1.80	\$2.00	\$2.40	\$2.25	\$2.50	\$3.00
	Plaza-Park St.	\$1.35	\$1.50	\$1.80	\$1.35	\$1.50	\$1.80	\$2.70	\$3.00	\$3.60	\$4.05	\$4.50	\$5.40	\$5.40	\$6.00	\$7.20	\$6.75	\$7.50	\$9.00
	Ramps	\$0.45	\$0.50	\$0.60	\$0.45	\$0.50	\$0.60	\$0.90	\$1.00	\$1.20	\$1.35	\$1.50	\$1.80	\$1.80	\$2.00	\$2.40	\$2.25	\$2.50	\$3.00
	Plaza-Park St.	\$1.35	No Cash	\$1.80	\$1.35	No Cash	\$1.80	\$2.70	No Cash	\$3.60	\$2.70	No Cash	\$3.60	\$5.40	No Cash	\$7.20	\$6.75	No Cash	\$9.00
	Plaza-LakeLine Mail Dr.	\$0.45	No Cash	\$0.60	\$0.45	No Cash	\$0.60	\$0.90	No Cash	\$1.20	\$0.90	No Cash	\$1.20	\$1.80	No Cash	\$2.40	\$2.25	No Cash	\$3.00
	Ramps	\$0.45	No Cash	\$0.60	\$0.45	No Cash	\$0.60	\$0.90	No Cash	\$1.20	\$0.90	No Cash	\$1.20	\$1.80	No Cash	\$2.40	\$2.25	No Cash	\$3.00
	Southwest	\$1.00	No Cash	\$1.33	\$3.00	No Cash	\$3.99	\$2.45	No Cash	\$2.66	\$4.00	No Cash	\$5.32	\$4.00	No Cash	\$5.32	\$6.00	No Cash	\$6.66
	Ramps	\$0.66	No Cash	\$0.88	\$1.98	No Cash	\$2.59	\$1.32	No Cash	\$1.76	\$2.63	No Cash	\$3.46	\$2.63	No Cash	\$3.46	\$3.30	No Cash	\$4.39



TRAVIS COUNTY COMMISSIONERS COURT

RON DAVIS
Commissioner, Pct. 1

SAMUEL T. BISCOE
County Judge

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

September 7, 2010

The Honorable Deirdre Delisi, Chair
The Honorable Ned S. Holmes
The Honorable Ted Houghton
The Honorable William Meadows
The Honorable Fred Underwood
Texas Department of Transportation
125 E. 11th St.
Austin, TX 78701

Dear Members of the Texas Transportation Commission:

House Bill 3139, enacted by the Legislature last session, authorizes toll project entities to offer free or discounted tolls to Disabled Veterans, Purple Heart recipients, or Congressional Medal of Honor recipients. Veterans or service-members who qualify for the discount program are those who have been determined by their U.S. armed forces branch as being either a recipient of the Congressional Medal of Honor or a Purple Heart recipient; this information is indicated/recorded on the discharge document (DD 214). The U.S. Department of Veterans Affairs determines the eligibility of all disabled veterans.

Because the state makes license plates honoring them available to those veterans, toll entities do not have to take on the administrative burden of determining who is eligible for the discount. And even though the bill's fiscal note found that the cost to toll entities of offering such discounts "would not be significant," the bill authorizes the Legislature to appropriate general revenue to make up any losses faced by a toll project entity.

Travis County is blessed to have many veterans who qualify for this program, and their service to our country has earned them this modest gesture of respect. We urge the Texas Transportation Commission to take whatever steps are necessary to allow qualifying veterans free access to all the toll roads in Travis County.

According to the Texas Department of Motor Vehicles, here are the numbers of currently registered military/veterans plates in Travis County:

Congressional Medal of Honor	0 plates
------------------------------	----------

Purple Heart
Disabled Veterans

634 plates
2,506 plates

We hope you will give this important issue your prompt and favorable attention.

Sincerely,

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Cc: The Honorable Rick Perry, Governor of Texas
The Honorable David Dewhurst, Lieutenant Governor of Texas
The Honorable Joe Straus, Speaker of the Texas House of Representatives
Members of the Travis County Legislative Delegation:
The Honorable Jeff Wentworth
The Honorable Kirk Watson
The Honorable Elliott Naishtat
The Honorable Dawnna Dukes
The Honorable Eddie Rodriguez
The Honorable Donna Howard
The Honorable Valinda Bolton
The Honorable Frank Corte, Author, House Bill 3139, 81st Legislature
The Honorable Leticia Van de Putte, Senate Sponsor, House Bill 3139, 81st Legislature

26

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 7, 2010**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:
CONSIDER AND TAKE APPROPRIATE ACTION ON ELECTION
SERVICES AGREEMENTS BETWEEN TRAVIS COUNTY AND AUSTIN
COMMUNITY COLLEGE AND TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 4

Approved by: _____
Signature of Commissioner or Judge

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

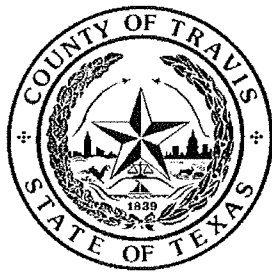
SEE ATTACHED

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

John Hille, County Attorney

49415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



Dana DeBeauvoir

Travis County Clerk
PO Box 149325
5501 Airport
Austin, Texas 78751

Elections Division

854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: September 7, 2010

RE: Agenda Request to consider and take appropriate action on additional Elections Services Agreements.

The Travis County Clerk Elections Division is requesting that you consider and take appropriate action on elections services agreements with Austin Community College and Travis County Emergency Services District No. 4 during the Court's regular voting session on September 7, 2010.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN COMMUNITY COLLEGE

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Austin Community College ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.
- (E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

- (F) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.
- (G) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

- (A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:
- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
 - (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.

- (E) Linda Young will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Linda Young will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. Linda Young will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

- (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.
- (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
- (3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.
- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its

election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to gail.fisher@co.travis.tx.us. Email notification shall be sent by Linda Young. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:
 - (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;

- (4) an itemization of any adjustments or credits to the first post-election invoice; and
 - (5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.

- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Board of Trustees
Austin Community College
5930 Middle Fiskville Road
Austin, Texas 78752

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall

be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Elections Office
Austin Community College
5930 Middle Fiskville Road
Austin, Texas 78752

- (N) This agreement is effective upon execution by both parties and expires on July 1, 2011.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2010.

AUSTIN COMMUNITY COLLEGE

BY:



Dr. Barbara Mink, President
Board of Trustees

TRAVIS COUNTY

BY:

Samuel T. Biscoe
County Judge

BY:



Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs + \$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day \$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 55001 Airport on a daily basis.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code (“Code”) and Chapter 791 of the Texas Government Code, Travis County (“County”) and Travis County Emergency Services District No. 4 (“Participating Entity”) enter into this agreement for the Travis County Clerk, as the County’s Election Officer, to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term “election” refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term “Election Officer” refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term “precinct” means all precincts in the territory of the Participating Entity within Travis County.
- (E) Except as otherwise provided in this agreement, the term “fiscal year” refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (G) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

- (A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Joint Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:
 - (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
 - (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

- (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.
- (E) The Participating Entity's Office Manager and Assistant Office Manager will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The Office Manager will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. The Office Manager will also serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:
 - (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.
 - (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
 - (3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to gail.fisher@co.travis.tx.us. Email notification shall be sent by (give the name or job title of the person who will send notification). No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).
- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to

these invoices shall be offset by any payments made for “upfront” costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

- (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity’s pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
 - (4) an itemization of any adjustments or credits to the first post-election invoice; and
 - (5) the total payment due from the Participating Entity for any portion of the Participating Entity’s costs not included in the Participating Entity’s payment under Subsection V.(B) or not included as payment for an “upfront” cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

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- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County’s DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment

installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.

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- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
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- (A) Amendment/Modification

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- (B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

TRAVIS COUNTY ESD NO. 4
11800 N. Lamar Blvd., Ste. 4B
Austin, Texas. 78753

Cc: John J. Carlton
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements,

including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

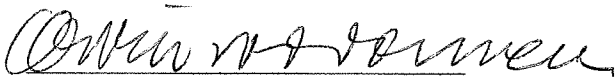
Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

TRAVIS COUNTY ESD NO. 4
11800 N. Lamar Blvd., Ste. 4B
Austin, Texas. 78753

- (N) This agreement is effective upon execution by both parties and expires on (July 1, 2011) and renews automatically for (two) additional (three)-year terms unless one party notifies the other party in writing that it wants to terminate the agreement.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 28th day of July, 2010.

PARTICIPATING ENTITY

BY: 
Kevin MacDonnell
President

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY:



Dana DeBeauvoir
County Clerk

EXHIBIT A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs + \$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day \$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

Travis County Commissioners Court Agenda RequestVoting Session: September 7, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive
Manager/County AttorneyB. Requested Text: Consider purchase of approximately 14.839 acres of land in
northwest Travis County in connection with the Balcones
Canyonlands Conservation Plan and take appropriate action.
(Executive session pursuant to Tex. Gov't Code Section 551.072.)C. Approved by: Karen Huber
Karen Huber, Commissioner Precinct 3

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

John Hille	854-9415	Jon White	854-9383
Craig Smith	854-6766	Melinda Mallia	854-9383
Rose Farmer	854-9383	Jennifer Brown	219-6190
Mike Martino	854-7646		

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

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

_____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

X Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
10 AUG 31 AM 8:06

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

Travis County Commissioners Court Agenda RequestVoting Session: September 7, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive
Manager/County AttorneyB. Requested Text: Consider purchase of approximately 110.485 acres of land in
northwest Travis County in connection with the Balcones
Canyonlands Conservation Plan and take appropriate action.
(Executive session pursuant to Tex. Gov't Code Section 551.072.)C. Approved by: Karen Huber
Karen Huber, Commissioner Precinct 3

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

John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Rose Farmer	854-9383
Mike Martino	854-7646	Jennifer Brown	219-6190

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)

X Contract, Agreement, Policy & Procedure

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

10 AUG 31 AM 8:08
RECEIVED
COUNTY JUDGES OFFICE

AGENDA REQUEST

VS #

34

Please consider the following item for voting session 09/07/10

- I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111
- B. Requested Text:
**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
PURCHASE OF OPEN SPACE LAND IN PRECINCT ONE.
(COMMISSIONER DAVIS) ¹ AND ²**
- C. Approved by: Ron Davis/fe
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)
- II. A. Is backup material attached*: YES X NO

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

- B. Have the agencies affected by this request been invited to attend the Voting Session? YES X NO

Please list those contacted and their phone numbers:

Joe Gieselmann - 854-9383

Tom Nuckols - 854-9513

III. **PERSONNEL**

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

IV. **BUDGET REQUEST:**

If your request involves any of the following please check:

- Additional funding for your department
 Transfer of funds within your department budget
 A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 32 PM 1:43
10 SEP - 1 PM 1:44

ITEM # C2

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$11,597,991.66 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 14 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: September 7, 2010

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

RECEIVED
COUNTY JUDGE'S OFFICE
10 SEP -3 AM 11:02

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/3/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	Pooled Bond
PAR VALUE:	\$ 193,107.22	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.2223%
PRINCIPAL:	\$ 193,107.22	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 193,107.22 =====	CUSIP #:	N/A
TRADE DATE:	9/3/2010	SETTLEMENT DATE:	9/3/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: Texas Daily

PAR VALUE: \$193,107.22

SETTLEMENT DATE: 09/03/10 INTEREST RATE: 0.2223%

FUND#	FUND NAME	AMOUNT INVESTED
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897	POOLED BOND FUND	\$193,107.22
-----	------------------	--------------

TOTAL DUE: \$193,107.22

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/2/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	Cons Debt 394
PAR VALUE:	14,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.2149%
PRINCIPAL:	14,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	14,000.00	CUSIP #:	N/A
TRADE DATE:	9/2/2010	SETTLEMENT DATE:	9/2/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE: \$14,000.00

SETTLEMENT DATE: 09/02/10 INTEREST RATE: 0.2149%

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

394	CONS.DEBT SERVICE	\$14,000.00
-----	-------------------	-------------

TOTAL DUE: \$14,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/1/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	Operating
PAR VALUE:	10,884.44	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.2307%
PRINCIPAL:	10,884.44	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	10,884.44	CUSIP #:	N/A
TRADE DATE:	9/1/2010	SETTLEMENT DATE:	9/1/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE: \$10,884.44

SETTLEMENT DATE: 09/01/10 INTEREST RATE: 0.2307%

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$10,884.44
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TOTAL DUE: \$10,884.44

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/1/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	12,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.2307%
PRINCIPAL:	12,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	12,000.00	CUSIP #:	N/A
TRADE DATE:	9/1/2010	SETTLEMENT DATE:	9/1/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE: \$12,000.00

SETTLEMENT DATE: 09/01/10 INTEREST RATE: 0.2307%

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

394	CONS.DEBT SERVICE	\$12,000.00
-----	-------------------	-------------

TOTAL DUE: \$12,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 8/31/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	Operating
PAR VALUE:	355,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.2138%
PRINCIPAL:	355,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	355,000.00	CUSIP #:	N/A
TRADE DATE:	8/31/2010	SETTLEMENT DATE:	8/31/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE: \$355,000.00

SETTLEMENT DATE: 08/31/10 INTEREST RATE: 0.2138%

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$355,000.00
-----	-------------------	--------------

TOTAL DUE: \$355,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 8/31/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	Operating
PAR VALUE:	11,000,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.2138%
PRINCIPAL:	11,000,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	11,000,000.00	CUSIP #:	N/A
TRADE DATE:	8/31/2010	SETTLEMENT DATE:	8/31/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE: \$11,000,000.00

SETTLEMENT DATE: 08/31/10 INTEREST RATE: 0.2138%

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$11,000,000.00
-----	-------------------	-----------------

TOTAL DUE: \$11,000,000.00

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 8/30/2010

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	13,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.2136%
PRINCIPAL:	13,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	13,000.00	CUSIP #:	N/A
TRADE DATE:	8/30/2010	SETTLEMENT DATE:	8/30/2010

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE: \$13,000.00

SETTLEMENT DATE: 08/30/10 INTEREST RATE: 0.2136%

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

394	CONS.DEBT SERVICE	\$13,000.00
-----	-------------------	-------------

TOTAL DUE: \$13,000.00

TRAVIS COUNTY INVESTMENT REPORT

PORTFOLIO STATISTICS

DATE: September 3, 2010

By Fund Type		
Operating	\$ 291,386,026.12	58.74%
Debt Service	15,477,011.61	3.12%
Pooled Bond Fund	188,869,362.97	38.07%
Other	337,724.94	0.07%
Total Portfolio	<u>\$ 496,070,125.64</u>	<u>100.00%</u>
By Security Type		
Operating-		
Government Agencies	\$ 138,192,645.27	47.43%
Government Treasuries	40,563,225.25	13.92%
Municipal Bonds	8,977,694.10	3.08%
Certificates of Deposit	1,706.19	0.00%
TexasDAILY	74,875,305.50	25.70%
TexSTAR	1,202,690.99	0.41%
TexPool	27,572,758.82	9.46%
Total	<u>\$ 291,386,026.12</u>	<u>100.00%</u>
Debt Service-		
Government Agencies	\$ -	0.00%
TexasDAILY	10,258,567.76	66.28%
TexSTAR	1,684,345.80	10.88%
TexPool	3,534,098.05	22.83%
Total	<u>\$ 15,477,011.61</u>	<u>100.00%</u>
Pooled Bond Fund-		
Government Agencies	\$ 87,665,217.01	46.42%
Government Treasuries	32,653,527.95	17.29%
TexasDAILY	48,130,765.45	25.48%
TexSTAR	3,606,144.33	1.91%
TexPool	16,813,708.23	8.90%
Total	<u>\$ 188,869,362.97</u>	<u>100.00%</u>
Other-		
Certificates of Deposit	\$ 337,724.94	100.00%
	<u>\$ 337,724.94</u>	<u>100.00%</u>

Summary	Investment	Actual	Guidelines
Combined Portfolio-			
Government Agencies	\$ 225,857,862.28	45.53%	75.00%
Government Treasuries	73,216,753.20	14.76%	100.00%
Municipal Bonds	8,977,694.10	1.81%	20.00%
Certificates of Deposit	339,431.13	0.07%	50.00%
Texas DAILY	133,264,638.71	26.86%	30.00%
TexSTAR	6,493,181.12	1.31%	30.00%
TexPool	47,920,565.10	9.66%	50.00%
Total	<u>\$ 496,070,125.64</u>	<u>100.00%</u>	

All Local Government Investment Pools in Total:	Investment	Actual	Guidelines
Texas DAILY	133,264,638.71	26.86%	
TexSTAR	6,493,181.12	1.31%	
TexPool	47,920,565.10	9.66%	
	<u>\$ 187,678,384.93</u>	<u>37.83%</u>	60.00%

Municipal Bonds by Entity as a Percentage of Portfolio	Investment	Actual	Guidelines
Operating Portfolio-			
Clark County, NV GO LTD	\$ 1,998,870.30	0.69%	5.00%
Des Moines, IA Taxable GO	\$ 1,300,234.00	0.45%	5.00%
Galveston Co. TX GO LTD	\$ 800,776.53	0.27%	5.00%
Hamilton Co. TN Taxable GO	\$ 1,257,037.60	0.43%	5.00%
Everett, WA Taxable GO LT	\$ 2,304,103.00	0.79%	5.00%
Campbell Kenton CTY Sant Dist Rev BAB	\$ 800,976.00	0.27%	5.00%
Okla City Taxable GO LT	\$ 515,696.67	0.18%	5.00%
	<u>\$ 8,977,694.10</u>	<u>3.08%</u>	<u>20.00%</u>

Total Portfolio-			
Clark County, NV GO LTD	\$ 1,998,870.30	0.40%	5.00%
Des Moines, IA Taxable GO	\$ 1,300,234.00	0.26%	5.00%
Galveston Co. TX GO LTD	\$ 800,776.53	0.16%	5.00%
Hamilton Co. TN Taxable GO	\$ 1,257,037.60	0.25%	5.00%
Everett, WA Taxable GO LT	\$ 2,304,103.00	0.46%	5.00%
Campbell Kenton CTY Sant Dist Rev BAB	\$ 800,976.00	0.16%	5.00%
Okla City Taxable GO LT	\$ 515,696.67	0.10%	5.00%
	<u>\$ 8,977,694.10</u>	<u>1.81%</u>	<u>20.00%</u>

Travis County Commissioners Court Agenda Request

C3

Voting Session Tuesday, September 7, 2010
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of August 24, 2010**

C. Approved By:



Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.



MINUTES OF MEETING AUGUST 24, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 24th day of August 2010, the Commissioners' Court convened the Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:02 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:40 PM and adjourned at 1:40 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:41 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:42 PM and adjourned at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 1:44 PM.

The Commissioners Court retired to Executive Session at 2:27 PM.

The Commissioners Court reconvened the Voting Session at 3:44 PM.

The Commissioners Court adjourned the Voting Session at 3:48 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Mary Thomas, Tax Specialist III, Travis County Tax Assessor Collector's Office; Tina Morton, Division Director, Travis County Tax Assessor Collector's Office; Tiffany Seward, Supervisor, Travis County Tax Assessor Collector's Office; Ronnie Gjemre, Travis County Resident; Maurice Priest, Travis County Resident; and John Burkhardt, Commander, Texas Capital Chapter 1919, Military Order of the Purple Heart. (9:15 AM)

CONSENT ITEMS

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); and Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the following Consent Items: C1-C4 and Items 4.A-H, 7, 8.A-C, 9, 10, 11, 12, 13, 14, 15, 20, 21, 22, A1, and A2. (9:31 AM)

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

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF AUGUST 3, 2010.
- C4. APPROVE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF AUGUST 10, 2010.

SPECIAL ITEMS

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:38 AM)

Members of the Court heard from: Hershel Lee, Fire Marshal.

Motion by Judge Biscoe and seconded by Commissioner Huber that we adopt the proposed burn ban.

Motion carried:

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

Clerk's Note: The Fire Marshal noted that if Travis County residents have any questions regarding the prohibition on outdoor burning they can call:

- The Fire Marshal's Office at 512-854-4621,
- The Emergency Services Department at 512-854-9637, or,
- Check the website at www.co.travis.tx.us/fire_marshal.

PLANNING AND BUDGET DEPT. ITEMS

2. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:43 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, PBO; and Diana Ramirez, Budget Analyst, PBO.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 2.

Motion carried:

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

3. CONSIDER AND TAKE APPROPRIATE ACTION ON NEWSPAPER ADVERTISEMENTS, INCLUDING: (9:48 AM)
 - A. PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2011 TRAVIS COUNTY BUDGET;
 - B. NOTICE OF TAX REVENUE INCREASE; AND
 - C. NOTICE OF PUBLIC HEARING ON TAX INCREASE.

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, PBO; Leroy Nellis, Budget Manager, PBO; Barbara Wilson, Assistant County Attorney; Ronnie Gjemre, Travis County Resident; and Susan Spataro, Travis County Auditor.

Motion by Judge Biscoe and seconded by Commissioner Huber to approve Items 3.A-C.

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

4. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:31 AM)
 - A. ANNUAL CONTRACT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HEALTH AND HUMAN SERVICES AND VETERANS SERVICES TO CONTINUE THE EXISTING PROGRAM TO PROVIDE WEATHERIZATION REPAIRS FOR LOW INCOME HOUSEHOLDS THROUGH THE DEPARTMENT OF ENERGY (DOE) WEATHERIZATION ASSISTANCE PROGRAM;
 - B. AMENDMENT TO THE CONTRACT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO INCLUDE SEVERAL GRANT ADMINISTRATION CHANGES TO THE INTERLOCAL AGREEMENT THAT PROVIDES RESOURCES FOR THE TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE TO PROSECUTE ENVIRONMENTAL CRIMES;
 - C. AMENDMENT TO THE CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL TO DEOBLIGATE UNSPENT GRANT FUNDS FOR THE ACCESS AND VISITATION PROGRAM IN JUVENILE PROBATION;
 - D. PERMISSION TO CONTINUE THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM IN JUVENILE PROBATION UNTIL THE FORTHCOMING AGREEMENT IS FULLY EXECUTED;
 - E. PERMISSION TO CONTINUE THE COMMUNITY RESOURCE COORDINATOR CONTRACT PROGRAM IN JUVENILE PROBATION UNTIL THE FORTHCOMING AGREEMENT IS FULLY EXECUTED;
 - F. PERMISSION TO CONTINUE THE JUVENILE ACCOUNTABILITY BLOCK GRANT JUVENILE ASSESSMENT CENTER PROGRAM IN JUVENILE PROBATION UNTIL THE FORTHCOMING AGREEMENT IS FULLY EXECUTED;
 - G. PERMISSION TO CONTINUE THE DRUG COURT PROGRAM IN THE CRIMINAL COURTS UNTIL THE FORTHCOMING AGREEMENT IS FULLY EXECUTED; AND
 - H. PERMISSION TO CONTINUE THE VETERANS' COURT GRANT PROGRAM IN THE CRIMINAL COURTS UNTIL THE FORTHCOMING AGREEMENT IS FULLY EXECUTED.

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

5. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED PILOT INITIATIVE TO IMPLEMENT ZONED PARKING FOR COUNTY EMPLOYEES AT 700 LAVACA GARAGE INCLUDING: (10:43 AM)
- A. REVISIONS TO CURRENT POLICY;
 - B. IMPLEMENTATION PLAN FOR PILOT; AND
 - C. REPORT REGARDING EMPLOYEE SURVEY.

Members of the Court heard from: Sydnia Crosbie, Lead Financial Analyst, Transportation and Natural Resources (TNR), and Chair, Parking Committee; and Tenley Aldredge, Assistant County Attorney.

Motion by Commissioner Eckhardt and seconded by Judge Biscoe that we change the definition of a carpool from 3 employees to 2 employees.

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

Items 5.A-C to be reposted September 7, 2010.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REMAINING PARTS OF THE BLOCKING AND STACKING ALTERNATIVES FOR 700 LAVACA PROPOSED BY THE BROADDUS TEAM AS A PART OF THE TRAVIS COUNTY CENTRAL CAMPUS MASTER PLAN. (2:00 PM)

Members of the Court heard from: Belinda Powell, Capital Planning Coordinator, PBO; and Joe Harlow, Chief Technology Officer, Information and Telecommunications Systems (ITS).

Motion by Judge Biscoe that we assign ITS to 700 Lavaca and plan to address the TNR issues later.

Clerk's Note: The Motion died for lack of a Second.

Motion by Commissioner Huber and seconded by Commissioner Davis that we put TNR in, and address ITS on, perhaps, an incremental basis if it works in the interim to have some of their core people in 700 Lavaca.

Motion carried: County Judge Samuel T. Biscoe	no
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

7. 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 \$646,071.27 FOR THE PERIOD OF AUGUST 6, 2010 TO AUGUST 12, 2010. (9:31 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS FOR HUMAN RESOURCES MANAGEMENT DEPARTMENT: (9:31 AM)
- A. PROPOSED ROUTINE PERSONNEL AMENDMENTS;
 - B. NON-ROUTINE REQUEST FROM SHERIFF'S OFFICE FOR PROMOTION ACCORDING TO TRAVIS COUNTY CODE CHAPTER 10.03008; AND
 - C. NON-ROUTINE REQUEST FROM JUVENILE PROBATION FOR VOLUNTARY JOB CHANGE ACCORDING TO TRAVIS COUNTY CODE CHAPTER 10.03009.

Clerk's Note: Items 8.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE THE FIRST OPTION TO RENEW THE LEASE BETWEEN HARRY M. WHITTINGTON, D/B/A TRAVIS PROPERTIES AND TRAVIS COUNTY AT 205 W. 9TH, AUSTIN, TEXAS. (9:31 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON THE CAPITAL AREA PLANNING COUNCIL OF GOVERNMENTS PROJECT WORKSHEETS FOR THE FISCAL YEAR 2011 HOMELAND SECURITY GRANT PROGRAM. (9:31 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING WITH ADULT PROBATION AND COUNSELING AND EDUCATION SERVICES TO USE CLASSROOM SPACE AT 5501A AIRPORT ON A TEMPORARY BASIS FOR PROBATIONERS IN THE CORNERSTONE SUBSTANCE ABUSE PROGRAM. (9:31 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that by approving Item 11 Adult Probation and Counseling Education Services would have access to the space at zero cost for about two month.

PURCHASING OFFICE ITEMS

12. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE MILTON REIMERS RANCH PARK PROJECT, IFB NO. B100250LP, TO THE LOW BIDDER, STR CONSTRUCTORS, LTD. (9:31 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE TWELVE-MONTH EXTENSION, MODIFICATION NO. 12, TO INTERLOCAL AGREEMENT NO. IL020037RE, TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES FOR DEAF INTERPRETER SERVICES. (9:31 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE MODIFICATION NO. 8 TO RENEW INTERLOCAL AGREEMENT NO. IL030034EF, TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4, FOR FIREFIGHTER TRAINING ACADEMY. (9:31 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 8) TO CONTRACT NO. 03T00288OJ, APPRISS, INC., FOR THE TEXAS VINE SERVICES AGREEMENT. (9:31 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING VARIANCES FOR THE WELLS BRANCH CENTER REVISED PRELIMINARY PLAN IN PRECINCT 2: (2:13 PM)
- A. A VARIANCE REQUEST FROM TITLE 30, CITY OF AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS FOR SECTION 30-3-191 SIDEWALKS (REQUIRES THE INSTALLATION OF SIDEWALKS FOR ALL NEW SUBDIVISIONS);

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to approve Item 16.A.

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

ITEM 16 CONTINUED

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING VARIANCES FOR THE WELLS BRANCH CENTER REVISED PRELIMINARY PLAN IN PRECINCT 2: (2:14 PM)

B. A VARIANCE REQUEST FROM TITLE 30, CITY OF AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS FOR SECTION 30-2-171(A), ACCESS TO LOTS IN SUBDIVISIONS (REQUIRES EACH LOT IN A NEW SUBDIVISION TO ABUT A DEDICATED PUBLIC STREET);

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to approve Item 16.B.

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

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING VARIANCES FOR THE WELLS BRANCH CENTER REVISED PRELIMINARY PLAN IN PRECINCT 2: (2:15 PM)

C. A VARIANCE REQUEST FROM TITLE 30, CITY OF AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS FOR 30-2-158(B), SUBDIVISION ACCESS STREETS (REQUIRES A NEW SUBDIVISION MUST HAVE AT LEAST TWO ACCESS STREETS AND EACH OF THE TWO ACCESS STREETS MUST CONNECT TO A DIFFERENT EXTERNAL STREET);

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to approve Item 16.C.

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

ITEM 16 CONTINUED

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING VARIANCES FOR THE WELLS BRANCH CENTER REVISED PRELIMINARY PLAN IN PRECINCT 2: (2:16 PM)

D. A VARIANCE REQUEST FROM TITLE 30, CITY OF AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS FOR 30-2-151, STREETS OF A NEW SUBDIVISION SHALL BE ALIGNED WITH EXISTING STREETS ON ADJOINING PROPERTY; AND

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to approve Item 16.D.

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

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING VARIANCES FOR THE WELLS BRANCH CENTER REVISED PRELIMINARY PLAN IN PRECINCT 2: (2:17 PM)

E. A VARIANCE TO SECTION 82.204(E)(2), SECTION 30-2-38, AND SECTION 30-4-31, TO PREPARE A POST DEVELOPMENT DRAINAGE PLAN, PREPARE DETAILED CONSTRUCTION PLANS, AND POST FISCAL SURETY. (COMMISSIONER ECKHARDT)

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to approve Item 16.E.

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

HEALTH AND HUMAN SERVICES DEPT. ITEMS

17. RECEIVE AND DISCUSS THE PROPOSED BUDGET OF THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR FISCAL YEAR 2011 AND THE ASSOCIATED TAX RATE. (10:09 AM)

Members of the Court heard from: Trish Young, President and Chief Executive Officer, Central Health; and John Stevens, Chief Financial Officer (CFO), Central Health.

Discussion only. No formal action taken.

OTHER ITEMS

18. A. CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT AWARD AND MODIFICATION NO. 1 FOR WATER TREATMENT SYSTEMS, IFB NO. B100181NB, TO THE SOLE RESPONSIVE BIDDER, GARRATT CALLAHAN CO.; AND
- B. RECEIVE UPDATE FROM THE MANCHACA COMMUNITY TASK FORCE REGARDING COMMUNITY PREFERENCES FOR USE OF THE MANCHACA FIRE HALL. (COMMISSIONER HUBER) (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY AND GOV'T. CODE ANN. 551.072, REAL PROPERTY) (11:09 AM) (2:27 PM) (3:44 PM)

Clerk's Note: Judge Biscoe announced that Item 18.B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; John Carr, Division Manager, Building Maintenance and Repair, Facilities Management; John Hille, Assistant County Attorney; Ken Vargas, Chair, Manchaca Community Task Force; and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

ITEM 18 CONTINUED

Motion by Commissioner Huber and seconded by Commissioner Davis to approve Item 18.A.

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

Item 18.B was discussion only. No formal action taken.

Clerk's Note: The Court gave Staff directions to gather more information on Item 18.B and to bring it back when ready.

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING APPOINTMENT OF CHAIR PERSONS AND FUNDRAISING STRATEGY FOR COMBINED CHARITIES 2010 CAMPAIGN. (JUDGE BISCOE) (2:24 PM)

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

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted that the strategy for running the 2010 Combined Charities campaign will be to approach the large departments and have several co-chairs.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE COUNCIL ON AT-RISK YOUTH TO PARTICIPATE AS A CHARITABLE FEDERATION IN THE 2010 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN. (9:31 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE OF TRAVIS COUNTY. (9:31 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NO. 8 TO THE MEMORANDUM OF UNDERSTANDING RELATING TO SECURITY FOR THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER, EXTENDING THE SCOPE OF WORK FOR THE TRAVIS COUNTY SHERIFF'S OFFICE THROUGH FISCAL YEAR 2011. (9:31 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON THE REDISTRICTING PROCESS TO BE USED BY THE COUNTY IN 2011. (1:45 PM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and David Escamilla, Travis County Attorney.

Discussion only. No formal action taken.

Item 23 to be reposted September 7, 2010.

Clerk's Note: The Court without objection directed Deece Eckstein, Intergovernmental Relations Officer to informally meet with impacted Elected Officials and bring back to Court a proposed timeline.

24. **REVISED LANGUAGE:** RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON A FIRST DRAFT OF THE TRAVIS COUNTY LEGISLATIVE INITIATIVES FOR THE 82ND TEXAS LEGISLATURE. (11:57 AM)

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

Discussion only. No formal action taken.

Item 24 to be reposted August 31, 2010.

25. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY TO ESTABLISH A VETERAN DISCOUNT PROGRAM FOR ELECTRONIC TOLL COLLECTION CUSTOMERS. (COMMISSIONER DAVIS) (11:36 AM)

Clerk's Note: The Court discussed sending a letter to the CTRMA asking them to implement a policy introducing a Veteran Discount Program.

Members of the Court heard from: Olie Pope, Director, Veterans' Services, Travis County Health and Human Services (TCHHS); Talitha Willis, US Department of Veterans Affairs; Nikelle Mead, Board Member, Central Texas Regional Mobility Authority (CTRMA); Deece Eckstein, Intergovernmental Relations Officer; and John Hille, Assistant County Attorney.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve Item 25.

A Friendly Amendment to the previous Motion was offered by Commissioner Eckhardt to address this letter not only to the CTRMA, but also to the Texas Department of Transportation (TxDOT).

Clerk's Note: The County Attorney noted that the Court was not posted to discuss adding TxDOT; therefore, the Friendly Amendment was not accepted. A new Item will be placed on the Agenda Tuesday, August 31, 2010 to address this request.

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

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

Note 4 Gov't Code Ann 551.087, Economic Development Negotiations

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

26. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO MARTHA ALVAREZ RAMIREZ. ¹ (9:14 AM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 26 was pulled from the Agenda.

27. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING INSURER'S REQUEST FOR A RELEASE IN EXCHANGE FOR PAYMENT OF COST TO REPAIR GUARDRAIL DAMAGED BY WILEY JOHNS. ¹ (2:27 PM) (3:45 PM)

Clerk's Note: Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Huber that we accept the insurance company's offer to pay \$2,548.50 to repair that guardrail and give them a release in return; and authorize the County Judge to sign that release on behalf of the Commissioners Court.

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

28. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING INSURER'S REQUEST FOR A RELEASE IN EXCHANGE FOR PAYMENT OF COSTS TO REPAIR GUARDRAIL DAMAGED BY TEA KANG. ¹ (2:27 PM) (3:45 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Huber that we accept the \$1,967.50 offered by the insurance company in exchange for a release; and that we authorize the County Judge to sign that release on behalf of the Commissioners Court.

Motion carried:

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

29. CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES REGARDING THE LEASE AND SPACE FOR TRAVIS COUNTY DISTRICT ATTORNEY AT 700 LAVACA. ^{1 AND 2} (2:27 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 29 was not needed.

30. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING COUNTY REGULATORY AUTHORITY OVER CERTAIN DEVELOPMENT ACTIVITIES. ¹ (2:27 PM) (3:46 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 30 to be reposted August 31, 2010.

31. DISCUSS AND TAKE APPROPRIATE ACTION ON ECONOMIC DEVELOPMENT PROJECT IN PRECINCT ONE. ⁴ (2:27 PM) (3:46 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.087, Economic Development Negotiations.

Discussion only. No formal action taken.

Clerk's Note: Item 31 to be posted as a Public Hearing either August 31, 2010 or September 7, 2010.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION TO NOTIFY THE COURT OF SATISFACTORY CONSTRUCTION OF A PORTION OF CALLE CALICHE – A PRIVATELY MAINTAINED STREET IN PRECINCT THREE. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item A1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A2. RATIFY LETTER OF SUPPORT FOR THE CITY OF AUSTIN'S HUD COMMUNITY CHALLENGE PLANNING GRANT APPLICATION TO PROVIDE FUNDING FOR A FORM BASED CODE PLANNING INITIATIVE FOR THE AIRPORT BOULEVARD CORRIDOR. (9:31 AM)

Clerk's Note: Item A2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A3. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON COUNTY JUDGE'S DUTY TO CALL THE NOVEMBER 2, 2010 ELECTION AS REQUIRED BY SECTION 3.004 OF THE ELECTION CODE. (2:22 PM)

Members of the Court heard from: Julie Joe, Assistant County Attorney.

Clerk's Note: The Court without objection approved the County Judge signing the letter calling the November 2, 2010 election.

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Huber to adjourn the Voting Session. (3:48 PM)

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

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C4Travis County Commissioners Court Agenda RequestVoting Session 9/7/10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on approving the setting of a Public Hearing on September 28, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate a 449 square foot portion of a 10' wide drainage easement which traverses Lot 6, Block 17 of Austin Lake Estates, Section One – a subdivision in Travis County, Precinct 3.

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

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

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

John Hille: 854-9415 Joe Arriaga: 854-7562
Anna Bowlin: 854-7561 John Ellis: 854-7560

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)☐ Additional funding for any department or for any purpose☐ Transfer of existing funds within or between any line item budget☐ GrantHuman Resources Department (854-9165)☐ A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700)☐ Bid, Purchase Contract, Request for Proposal, ProcurementCounty 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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 31 AM 8:09



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

DATE: August 17, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director - Development Services

SUBJECT: **Consider and take appropriate action on approving the setting of a Public Hearing on September 28, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate a 449 square foot portion of a 10' wide drainage easement which traverses Lot 6, Block 17 of Austin Lake Estates, Section One – a subdivision in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request from the property owner's agent requesting to vacate, and re-dedicate, a 449 square foot portion of a 10' wide drainage easement. The drainage easement in question is located along the south, southeasterly portion of Lot 6, Block 17 of Austin Lake Estates, Section One.

Currently the existing home encroaches on said easement. Vacating and re-dedicating the 449 square foot portion would remedy this violation. This will also allow the resident to move forward with applying for a permit for their proposed OSSF, which will service the already existing home. The property owner has agreed to the re-dedication.

Professional engineer Tommy R. Partridge has stated in writing:

“...that the Drainage Easement shown on the attached drawing be vacated from location #1 (current location) and be re-established at location #2 (new location) to reflect the topographic survey performed recently by surveyor Alan Horton. This reflects the actual drainage shown by the contours shown on the drawing.”

Page 2

August 17, 2010

With the re-dedication of the 449 square foot portion to be vacated, Travis County Engineer John Ellis has stated he has no objections to this vacation. TNR recommends the vacation of the 449 square foot portion of the subject drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

With this vacation and re-dedication, the property owner will be able to move forward with applying for their proposed OSSF permit. Also, the existing home will not be encroaching on the subject portion of the easement.

Required Authorizations:

None.

Exhibits:

Order of Vacation
Field Notes and Sketch
Letter of Request
Engineer's letter
Location Maps

PS:AB:ps

1105 Zion Way

10-DE-02

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 449 square foot portion of a 10' wide drainage easement which traverses Lot 6, Block 17 of Austin Lake Estates, Section One as recorded at Volume 9, Page 34 of the Real Property Records of Travis County, Texas so that the existing home will not be encroaching on said portion of the subject drainage easement; and

WHEREAS, a Travis County Engineer has stated that, with the portion of the drainage easement being re-dedicated by the property owner, there is no objection to the vacation of the subject 449 square foot portion of the drainage easement as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department, with the portion of the drainage easement being re-dedicated by the property owner, recommends the vacation of the subject 449 square foot portion of the drainage easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 28, 2010 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the 449 square foot portion of a 10' wide drainage easement which traverses Lot 6, Block 17 of Austin Lake Estates, Section One, as shown on the attached sketch and described in the attached field notes, is, in accordance with State Law, hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2010.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

County: Travis
Project: Zion Way

DESCRIPTION FOR 449 SQUARE FEET (S.F.) TRACT

BEING A 449 S.F. TRACT OR PARCEL OF LAND OUT OF LOT 6, BLOCK 17, AUSTIN LAKE ESTATES, SECTION ONE, A SUBDIVISION AS RECORDED IN VOLUME 9, PAGE 17 OF THE TRAVIS COUNTY PLAT RECORDS (T.C.P.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found for the southwesterly corner of said Lot 6, said iron rod being the southeasterly corner of Lot 5, Block 17 of said Austin Lake Estates, Section One, said iron rod also being on the northerly line of Lot 2, Block 17 of said Austin Lake Estates;

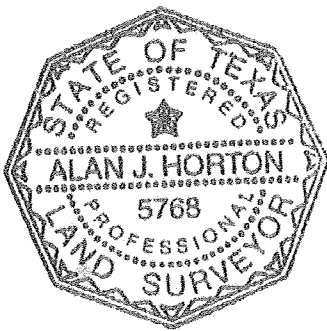
Thence, with the southerly line of said Lot 6 and the northerly line of said Lot 2, South 50 degrees 40 minutes 00 seconds East, a distance of 34.64 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract;

Thence, through and across said Lot 6 the following three (3) courses and distances;


1. North 60 degrees 19 minutes 00 seconds East, a distance of 89.74 feet to a calculated point;
2. South 29 degrees 54 minutes 00 seconds West, a distance of 19.75 feet to a calculated point;
3. South 68 degrees 08 minutes 52 seconds west, a distance of 73.39 feet to the **POINT OF BEGINNING** and containing 449 S.F. of land, more or less.

This property description is accompanied by a separate plat of even date.

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.



VARA LAND SURVEYING, INC
100207-de-mb.doc



Alan J. Horton
Registered Professional Land Surveyor
No. 5768 – State of Texas
Date: August 3, 2010

Jon Maass

**PO Box 805
Spicewood, Texas 78669
512-638 1326
512-263-1924 FAX#**

August 2, 2010

Travis County TNR
On-Site Wastewater Program
P.O. Box 1748
Austin, Texas 78767

RE: 9801 ZION WAY AUSTIN, TX 78733
LOT 6 BLK 17 AUSTIN LAKE ESTATES SEC 1, Travis County Texas

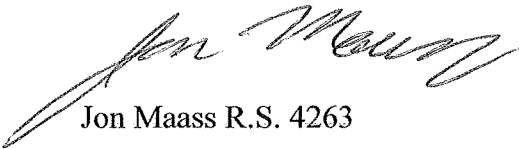
Dear Travis County TNR,

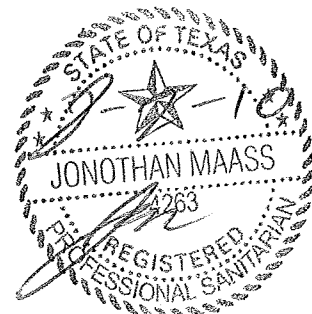
Due to excessive drainage and runoff, which has created a lack of favorable drain field area for the above mentioned address, Travis County TNR's support for a variance is being requested allowing.

- Vacate a portion and of the drainage easement and then relocate the drainage easement, existing easement passes through existing structure, relocation of easement in question would allow for potential drainage path that would not conflict with proposed OSSF.

Please contact us with any questions or for further information at 512 638 1326.

Sincerely,


Jon Maass R.S. 4263



Tom Partridge, P. E.
11400 Mountain Top Circle, #9
Jonestown, Texas 78645

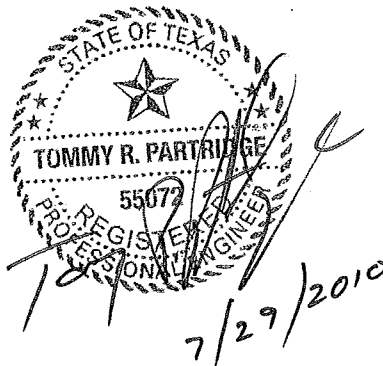
7/29/2010

To: TNR

From: Tom Partridge, P.E.

re: 9801 Zion Way
Austin, TX. 78733-1354

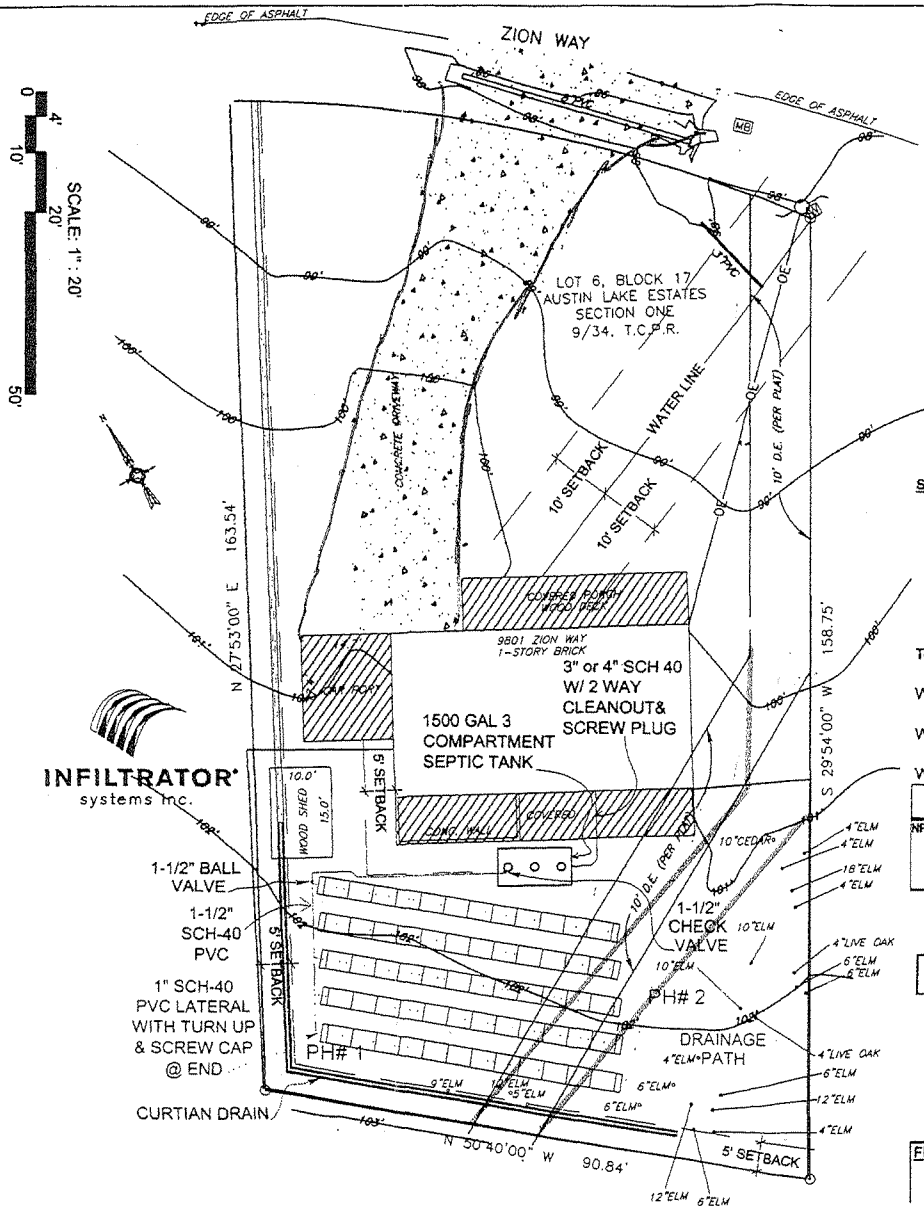
This letter requests that the Drainage Easement shown on the attached drawing be vacated from Location #1 and be re-established at Location #2 to reflect the topographic survey performed recently by surveyor Allan Horton. This reflects the actual drainage shown by the contours shown on the drawing.



DESIGNED BY:
JON MAASS, RS 4263
PO BOX 805
SPICEWOOD, TX 78669
(512) 638-1326

9801 ZION WAY
AUSTIN, TX 78733-1354

Location of Installation:
LOT 6 BLK 17
AUSTIN LAKE ESTATES
SEC 1



INFILTRATOR®
systems inc.

Schedule 40 Pipe Supply Line Loss Calculator

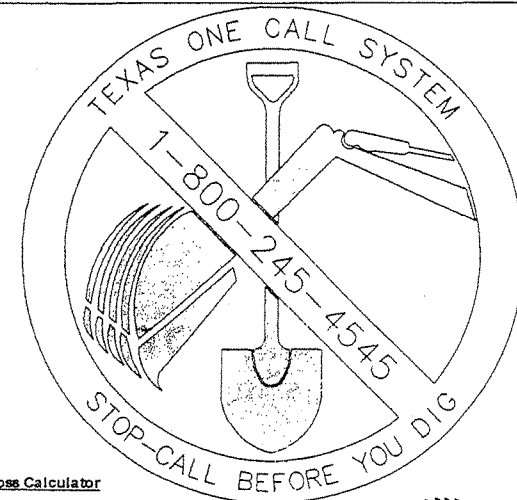
Pipe Section	Pipe Length (in feet)	Size in inches	Flow Rate (Gallons per minute)	Loss (feet)		
1	30	1.5	24.0	1.1		
Total Pipe Loss				1.1 feet	0.5 PSI	
With 20% for fittings				1.3 feet	0.6 PSI	
With Elevation in feet:				6	7.3 feet	3.2 PSI
With Operating Head in feet:				2	9.3 feet	4.0 PSI
TOTAL LOSS:				9.3 FEET OR	4.0 PSI	

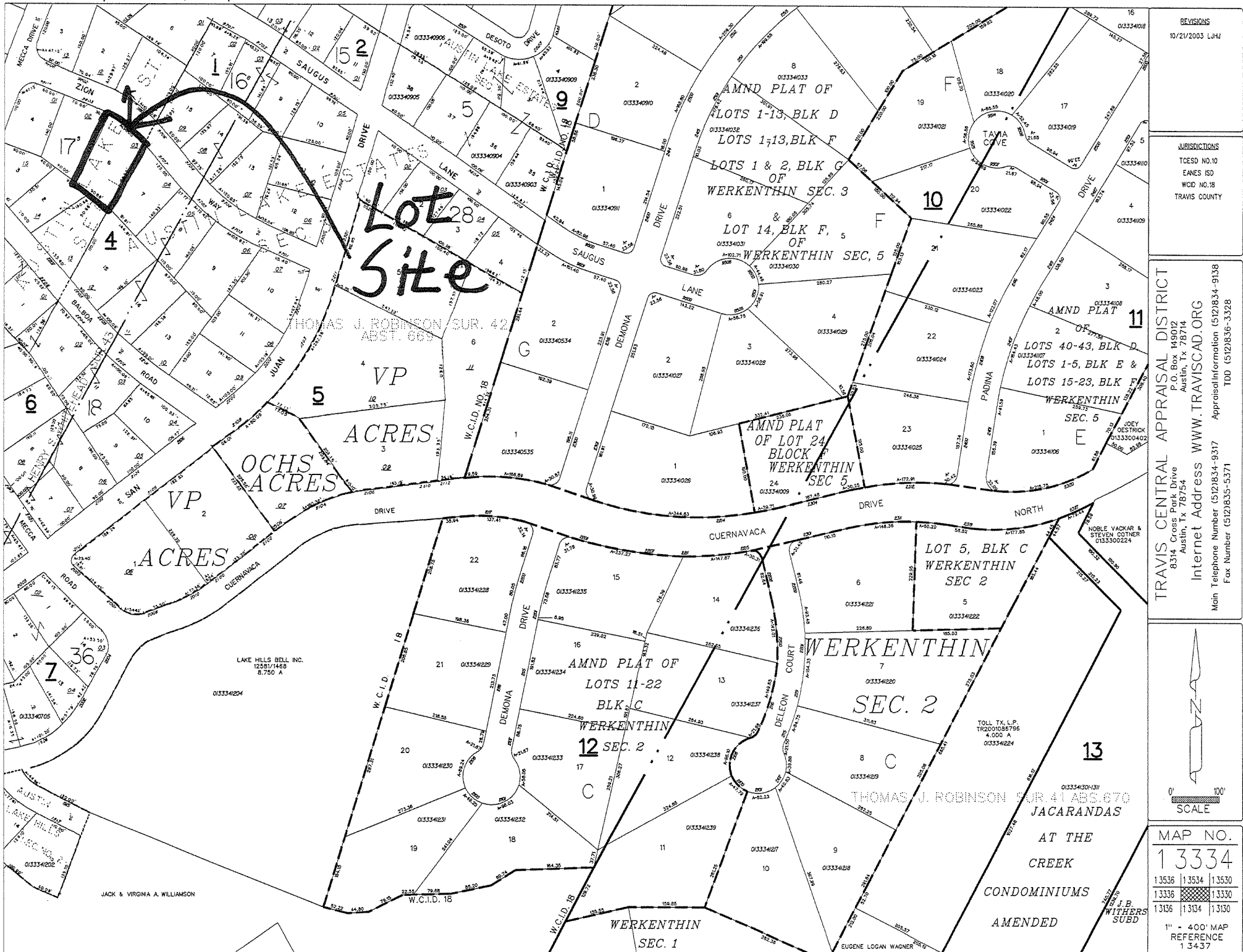
INPUT:
5 = TOTAL NUMBER OF LATERALS
10 = TOTAL ELEVATION CHANGE - IN INCHES - ACROSS LATERALS (Calculator below, if needed)
24 = OPERATING HEAD - IN INCHES - AT HIGHEST LATERAL IN ZONE (12" to 60" RANGE)

	Lateral #	Lateral Length (feet)	Relative Elevation (Inches)	hole size	Head Pressure (Inches)	Flow Rate (gpm) per hole	# of Holes	Hole Spacing (Inches)	Flow Rate (gpm) per Lateral	Flow Rate (gpm) per Linear Foot
Highest Lateral	1	50	-	5/32	24.0	0.41	12	49	4.92	0.098
	2	50	2.5	5/32	28.5	0.43	11	54	4.68	0.094
	3	50	5.0	5/32	29.0	0.45	11	54	4.92	0.098
	4	50	7.5	5/32	31.5	0.46	10	60	4.63	0.093
	5	50	10.0	5/32	34.0	0.49	10	60	4.85	0.097
TOTAL FLOW RATE (GPM) IN ZONE:									24.0	

Flow Differential Calculator:

Input: Highest Flow rate per linear foot: 0.098 FLOW DIFFERENTIAL: 5%
Lowest Flow rate per linear foot: 0.093





REVISIONS
10/21/2003 LJA

JURISDICTIONS
TCESD NO.10
EAMES ISD
WCD NO.18
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 149012
Austin, TX 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317
Fax Number (512)835-5371

0' 100'
SCALE

MAP NO.
13334

13536	13534	13530
13336	13334	13330
13136	13134	13130

1" = 400' MAP
REFERENCE
13437

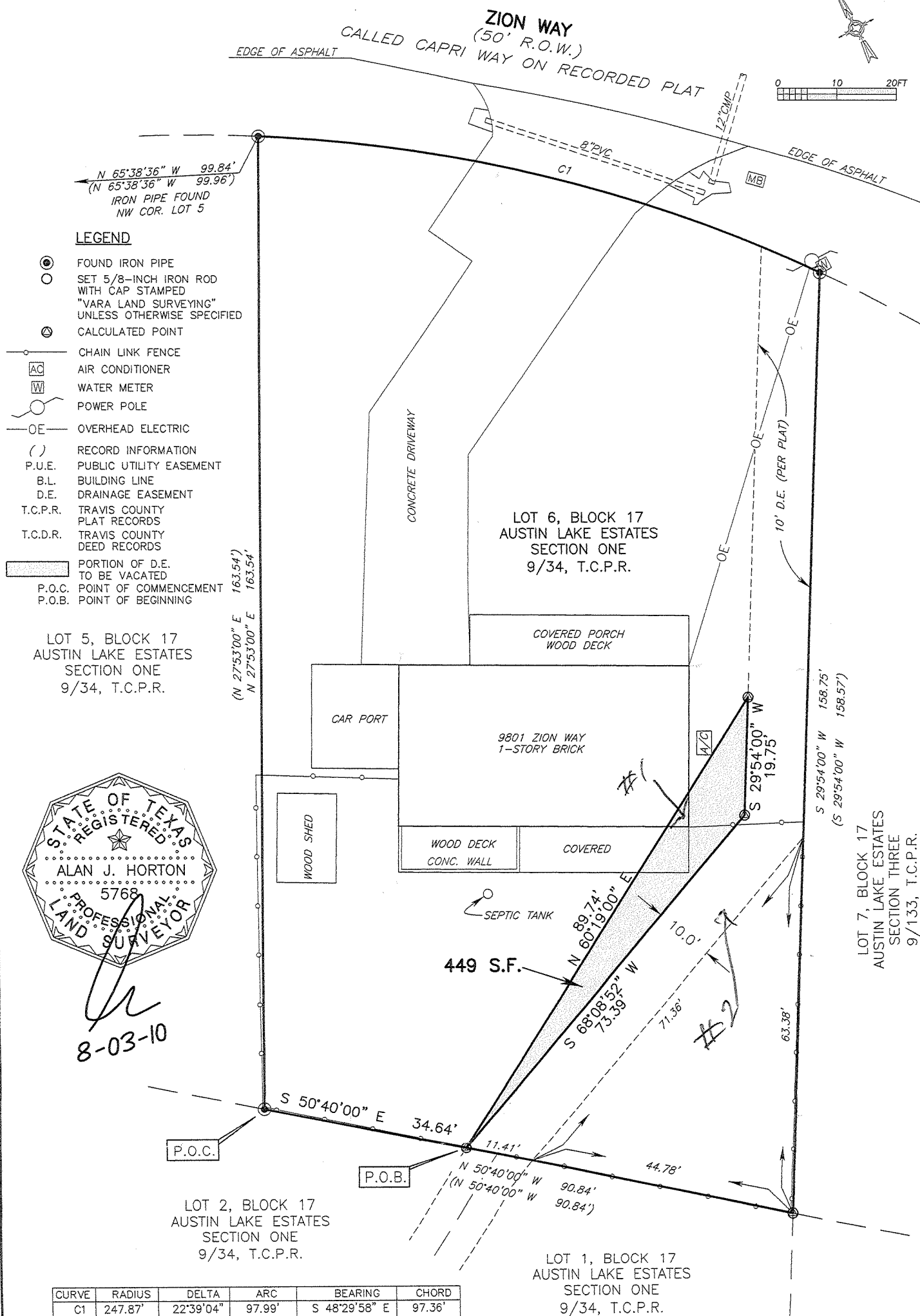
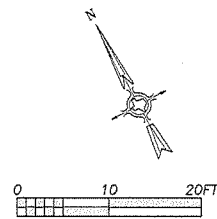
Google maps

Address **9801 Zion Way**
Austin, TX 78733

Notes Request to vacate and re-dedicate a 449 SF portion of a 10' wide DE which traverses Lot 6, Block 17 of Austin Lake Estates, Section One - a subdivision within Precinct 3, Commissioner Karen Huber.



SKETCH TO ACCOMPANY FIELD NOTES



THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD THAT AFFECT THIS LOT NOT SHOWN HEREON.

PLAT OF 449 S.F. OUT OF
LOT 6, BLOCK 17
AUSTIN LAKE ESTATES, SECTION ONE
9/34, T.C.P.R.
TRAVIS COUNTY, TEXAS

VARA LAND SURVEYING, INC.
P.O. Box 4230, Cedar Park, Texas 78630
(512) 836-2622 FAX (512) 836-0273

Agenda Item # 1

Travis County Bee Caves Road District Agenda Request

Voting Session September 7, 2010

Work Session _____

Carol B. Joseph
I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text: **Approve the transfer of cash funds from the Travis County Bee Caves Road District to Travis County funds.**

C. Approved by: _____
Judge Samuel T. Biscoe

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. Send a copy of the Agenda Request and backup to the following:

Susan Spataro County Auditor
Leroy Nellis PBO

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

County Auditor's Office

- ☒ Approval

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 SEP - 1 PM 2:00



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

August 31, 2010

MEMORANDUM

TO: Members of the Commissioners Court
Carol B. Joseph
FROM: Joseph P. Gieselman, Executive Manager, TNR
SUBJECT: Travis County Bee Caves Road District Indemnification Fees

Summary and Recommendation: In 2007, the Bee Caves Road District collected the following amounts related to the Galleria:

- 1) \$15,000 – Indemnification fees
 - 2) \$34,369 – Legal fees, application fees
 - 3) \$3,333.62 – Interest accrued (2007-2010)
- Total **\$52,702.62**

These amounts were to have been originally deposited into Travis County's bank account versus the Road District as required by Section 2.76. We request that the Board of Directors of the Road District approve the transfer of cash funds to Travis County as follows:

<u>Account Description</u>	<u>Amount</u>	<u>HTE Account</u>
Due to General Fund	34,369	505-0000-206-9001
Due from TBCRD #1	34,369	001-0000-104-9505
(to reimburse the County for legal fees and application fees plus accrued interest)		
Misc Liability	15,000	505-0000-256-0000
Misc Liability	15,000	760-0000-256-1601
(to transfer the indemnification fee from the Road District to Travis County to be held in escrow)		

Investment Income	1,013	505-0000-361-1010
Misc Liability	1,013	760-0000-256-1602

(to transfer the accrued interest associated with the indemnification fee from the Road District to Travis County to be held in escrow)

Investment Income	887.01	505-0000-361-1010
Due to General Fund	1,433.61	505-0000-206-9001
Investment Income	2,320.62	001-0901-361-2080

(to transfer the accrued interest associated with the remaining portion of legal fees and application fees from the Road District to Travis County)

The indemnification fee will remain in fund 760 (Road District Indemnification Fees) until all debt has been paid in full, at that time the fee may be reimbursed upon the approval of the County Attorney.

The amounts stated above may change slightly (a few dollars) due to the accrual of interest over the coming days.

Budgetary and Fiscal Impact:

The fiscal impact is to place the funds in the correct accounts within the General Ledger.

Background:

The Galleria project is 144.573 acres and consists of a mixture of uses including retail, office and multifamily. It is situated in western Travis County, wholly within the corporate limits of the Village of Bee Caves. The southern boundary is formed by SH71, the western boundary is formed by RM 620, the northern boundary is formed by the Galleria Parkway and the eastern boundary is formed by RM 2244. The project includes the Galleria Parkway and improvements to SH 71 and RM 620. In addition, the signals at the intersections of SH 71 and RM 2244 (Bee Caves Rd.) were upgraded to accommodate the added capacity. The Galleria Parkway is owned and maintained by the Village of Bee Caves and the State of Texas will continue to maintain its highways (SH 71 and RM 620).

Required Authorization:

County Auditors and County Attorney

cc: Susan Spataro, County Auditor
 John Hille, County Attorney
 Rodney Rhoades, Planning & Budget Office
 Leroy Nellis, Planning & Budget
 James Marlett, County Auditors Office
 Cynthia McDonald, TNR
 Jessica Rio, Planning & Budget Office
 Hannah York, County Auditors Office
 Nicki Riley, County Auditors