

1 & 22

Travis County Commissioners Court Agenda Request

Voting Session 12/21/10
(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:

Receive comments regarding a plat for recording in Precinct One: Resubdivision of Lot 2, Block A KST/Voelker Tract Final Plat (Resubdivision Final Plat – 2 Total Commercial Lots – 9.112 acres – Suncrest Road – No fiscal required – Water service to be provided by Manville Water Supply Corporation and sewage service to be provided by City of Manor – City of Manor extra-territorial jurisdiction (ETJ)).

Approved by:



Commissioner Ron Davis, Precinct One

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

Michael Hettenhausen: 854-7563

Anna Bowlin: 854-7561

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

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

22

Travis County Commissioners Court Agenda RequestVoting Session 12/21/10
(Date)Work Session _____
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- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:

Consider and take appropriate action on:

A plat for recording in Precinct One: Resubdivision of Lot 2, Block A KST/Voelker Tract Final Plat (Resubdivision Final Plat – 2 Total Commercial Lots – 9.112 acres – Suncrest Road – No fiscal required – Water service to be provided by Manville Water Supply Corporation and sewage service to be provided by City of Manor – City of Manor extra-territorial jurisdiction (ETJ)).

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TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

BACK UP MEMORANDUM

December 8, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director of Development Services

SUBJECT: Resubdivision of Lot 2 Block A KST/Voelker Tract Final Plat, Precinct One 

PROPOSED MOTION:

Consider and take appropriate action on:

A plat for recording in Precinct One: Resubdivision of Lot 2, Block A KST/Voelker Tract Final Plat (Resubdivision Final Plat – 2 Total Commercial Lots – 9.112 acres – Suncrest Road – No fiscal required – Water service to be provided by Manville Water Supply Corporation and sewage service to be provided by City of Manor – City of Manor extra-territorial jurisdiction (ETJ)).

SUMMARY AND STAFF RECOMMENDATION:

The original KST/Voelker Tract Final Plat subdivision consisted of two non-residential (commercial) lots on 7.00 acres. There were no public or private streets proposed with this final plat; all lots were platted from the existing Suncrest Road. Appropriate fiscal was posted with Travis County. Parkland fees were not required for this non-residential plat.

The property owners of the KST/Voelker Tract final plat have requested to resubdivide Lot 2 to include two acres of unplatted property located adjacent to the KST/Voelker Tract Final Plat property. The proposed resubdivision will expand Lot 2 to 7.050 acres resulting in a resubdivision final plat of 9.112 acres and two new lots, labeled Lot 1A and Lot 2A. By resubdividing this property through the Travis County subdivision process, the owner can apply for basic development permits through Travis County for the new lots.

As this plat application meets all Travis County standards and will be approved by the City of Manor prior to the Travis County Commissioners Court public hearing,

Transportation and Natural Resources (TNR) staff recommends approval of the resubdivision.

ISSUES:

Currently, Lot 1, owned by Kenneth Tumlinson, is used as the KST Electric offices and storage building, and Lot 2, owned by Stan Voelker, is used as the Voelker Welding buildings.

As part of the requirements for a plat resubdivision, a notice of public hearing letter was mailed on November 30, 2010 using certified mail to all owners of property within the original KST/Voelker Tract Final Plat subdivision, and notice of public hearing sign was placed on the subject property on November 19, 2010, announcing the date, time, and location of the public hearing. As of this date, staff has received three phone calls from adjacent property owners as a result of the mailout or sign placement; all callers requested additional information about the resubdivision but did not object to the resubdivision.

BUDGETARY AND FISCAL IMPACT:

None.

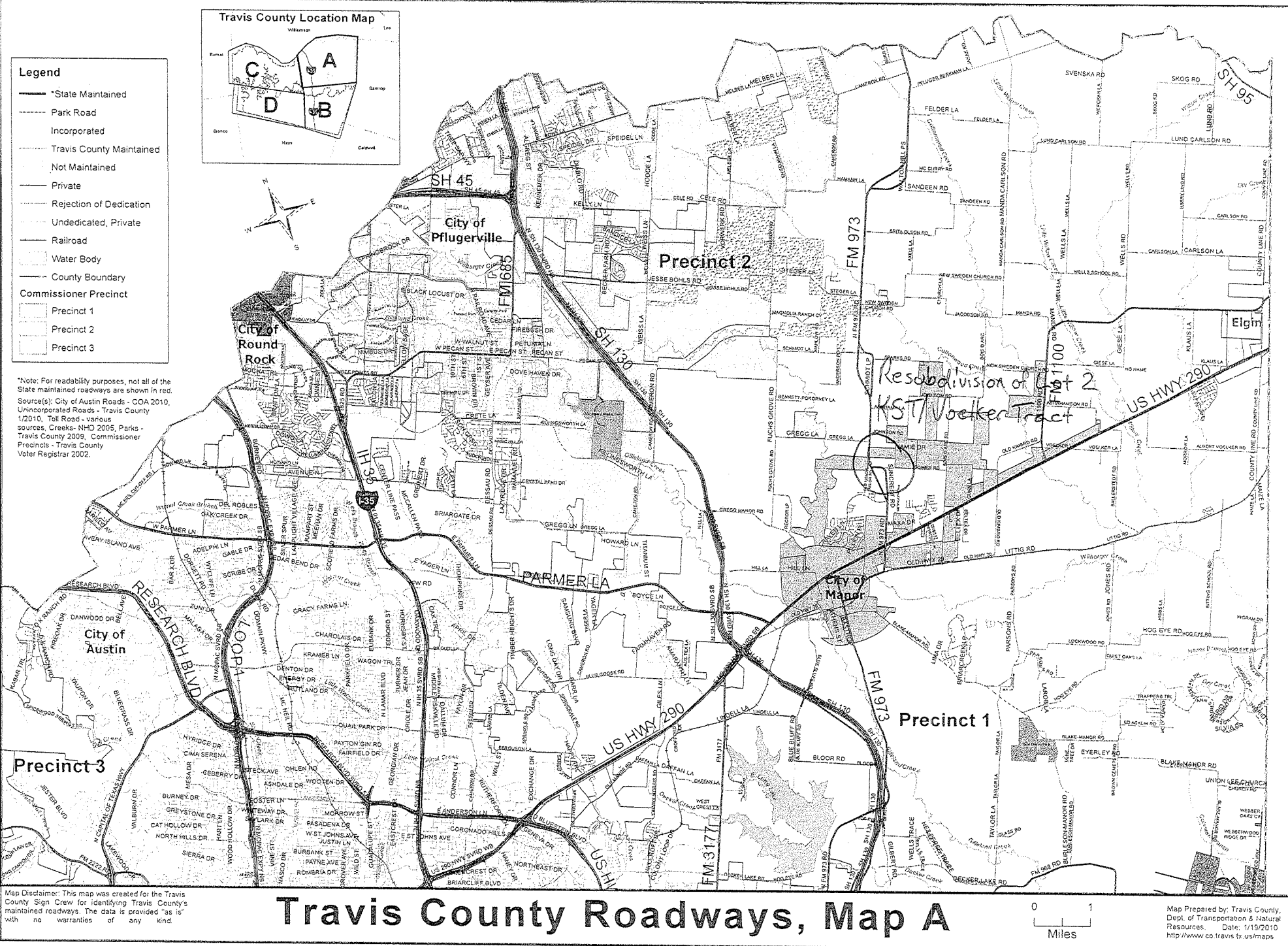
REQUIRED AUTHORIZATIONS:

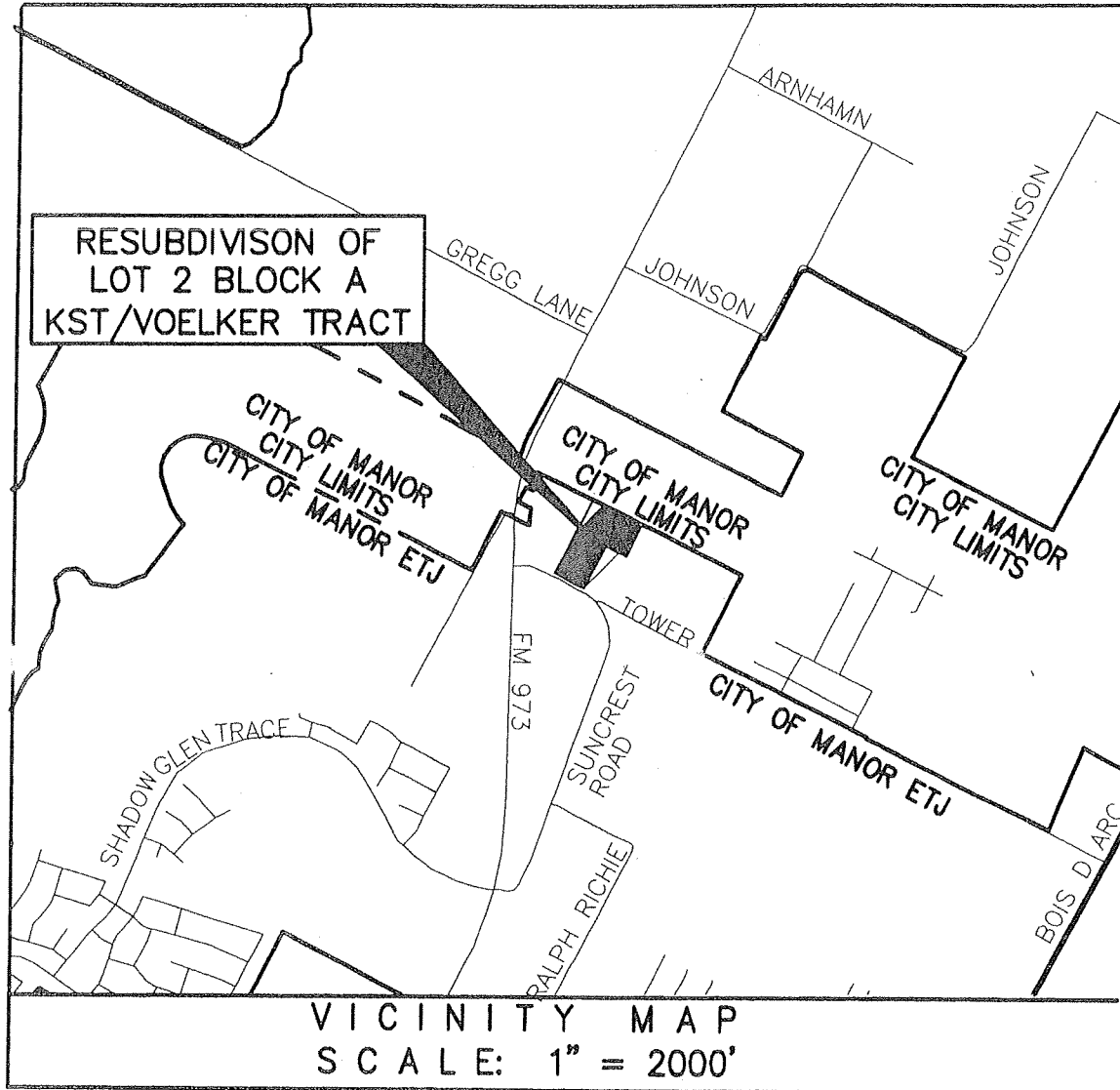
None.

EXHIBITS:

Location map
Precinct map
Existing final plat
Proposed final plat
Copy of non-residential notice
Copy of non-residential notice mail receipts
Photograph of public notice sign
Affidavit for public notice sign photograph

AMB: mph
1105



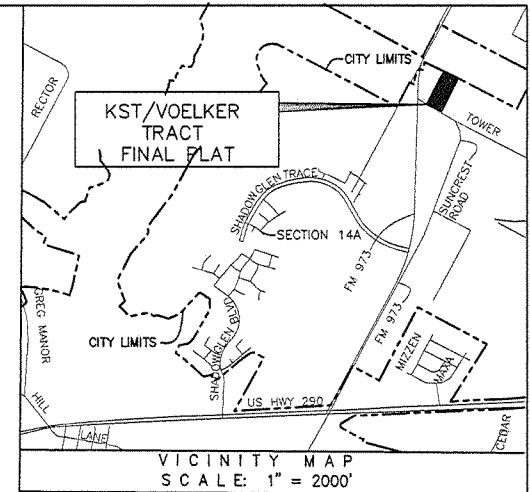
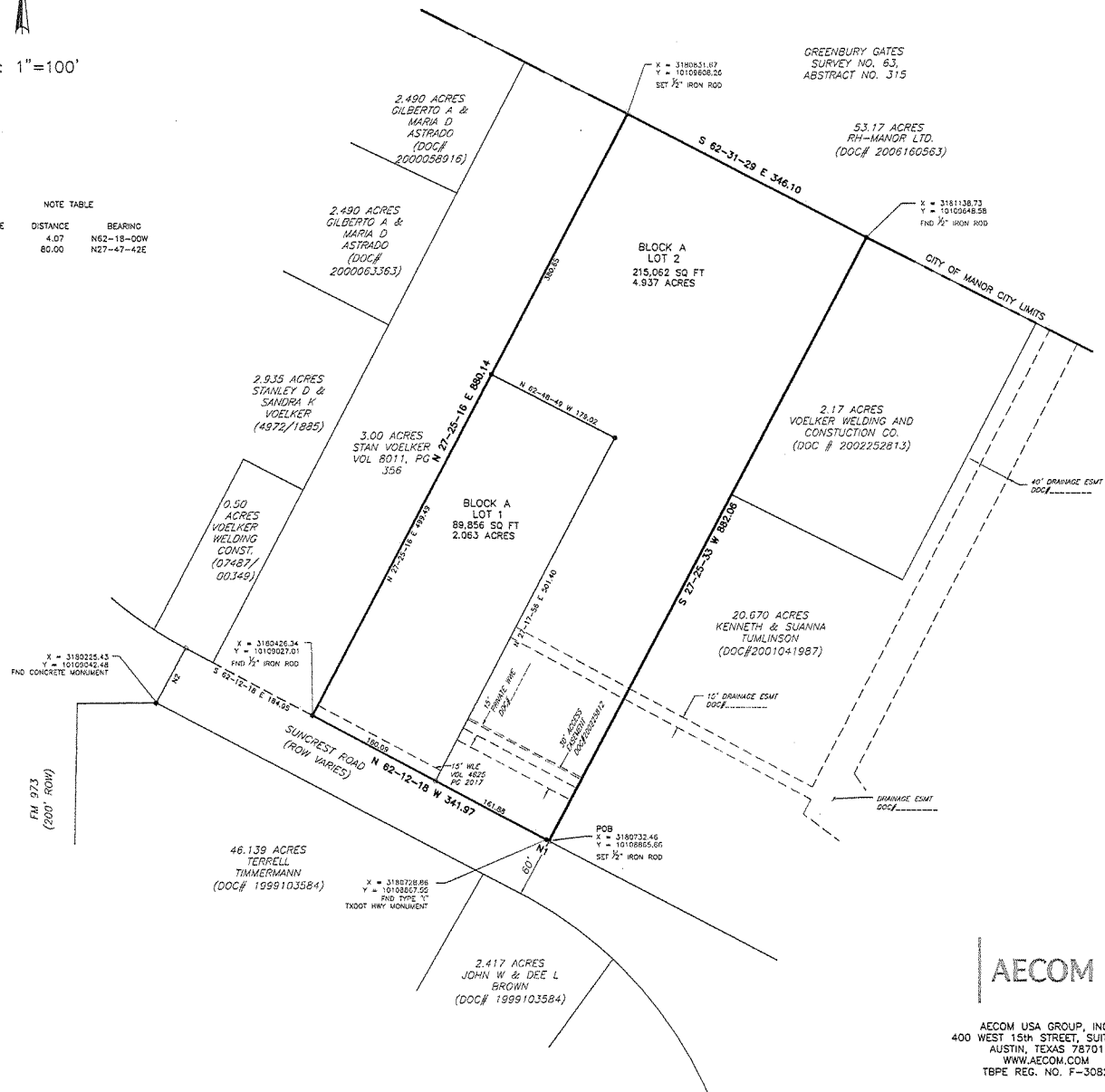


EXISTING PLAT



SCALE: 1"=100'

NOTE TABLE		
NOTE	DISTANCE	BEARING
1	4.07	N62-18-30W
2	80.00	N27-47-42E



LEGEND	
○	SET IRON ROD
●	FOUND IRON ROD
⊗	SET 'X' CUT
■	FOUND CONCRETE MONUMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
BM	BENCHMARK
WLE	WATER LINE EASEMENT
PRIVATE WWE	PRIVATE WASTEWATER EASEMENT
DRAINAGE ESMT	DRAINAGE EASEMENT

PROPOSED ACREAGE AND USAGE

LOTS	ACRES	DESCRIPTION / USE
LOT 1	2.063	COMMERCIAL LOT
LOT 2	4.937	COMMERCIAL LOT
TOTAL	2	7.000 ACRES

KST/VOELKER TRACT
FINAL PLAT

7.000 TOTAL ACRES OUT OF 2.06 ACRES OF THE KST PROPERTIES, LTD. (DOC#2002252812) AND REMAINDER OF 7.00 ACRES OF THE VOELKER WELDING AND CONSTRUCTION COMPANY (VOL 12537, PG 511). GREENBURY GATES SURVEY NO. 63, ABSTRACT 315

AECOM

AECOM USA GROUP, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBP REG. NO. F-3082

JOB NO. 60096998 MARCH 2009

2 LOTS 1 BLOCK

OWNER:
KST PROPERTIES
14215 SUNCREST ROAD
MANOR, TEXAS 78653
PHONE (512) 272-8841
FAX (512) 272-8985

OWNER:
VOELKER WELDING AND CONSTRUCTION
14215 SUNCREST ROAD
MANOR, TEXAS 78653
PHONE (512) 272-8841
FAX (512) 272-8985

SHEET 1 OF 2



NOTE TABLE		
NOTE	DISTANCE	BEARING
1	4.07	N62-18-DOW
2	80.00	N27-47-42E

```

X = 3180225.43
Y = 10109042.48
END CONCRETE MONUMENT

```

FM 373
200, 2007

46.139 ACRES
TERRELL
TIMMERMANN
(DOC# 1999103584)

2.417 ACRES
JOHN W & DEE L
BROWN
(DOC# 1999103584)

GREENBURY GATES
SURVEY NO. 63.
ABSTRACT NO. 315

53.17 ACRES
RH-MANGR LTD.
(DOC# 2006150563)

BLOCK A
LOT 2
307,077 SQ FT
7.150 ACRES

```

— X = 3181358.94
  Y = 10109537.94
END $* ISOX BO

```

2.935 ACRES
STANLEY D &
SANDRA K
VOELKER
(49.72/1885)

3.00 ACRES
STAN VOELKER
VOL 8011, PG
356

BLOCK A
LOT 14
89.856 SQ FT
2.063 ACRES

20.670 ACRES
KENNETH & SUANNA
TUMLINSON
(DOC#2001041987)

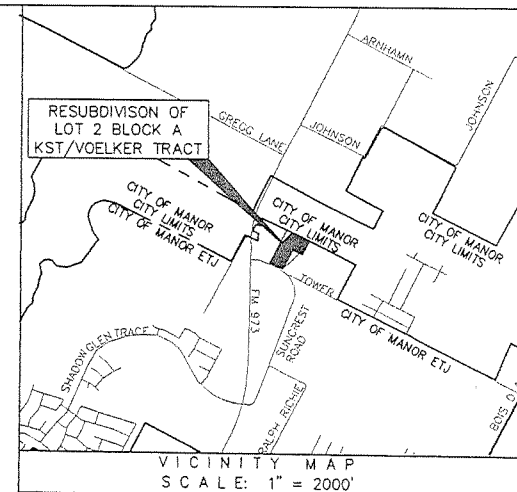
15' DRAINAGE ESALT
00062010018524

- DRAINAGE ESMT
S004301004857

AECOM

AECOM TECHNICAL SERVICES, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3580

JOB NO. 60096998 SEPTEMBER, 2010



LEGEND

- | | |
|---|-------------------------|
| ○ | SET IRON ROD |
| ● | FOUND IRON ROD |
| ⊗ | SET 'X' CUT |
| ■ | FOUND CONCRETE MONUMENT |

O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF

T.C.P.R.	TRAVIS COUNTY PLAT RECORDS
----------	----------------------------

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

BM	BENCHMARK
1	1.000000
2	1.000000
3	1.000000
4	1.000000
5	1.000000
6	1.000000
7	1.000000
8	1.000000
9	1.000000
10	1.000000
11	1.000000
12	1.000000
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87	1.000000
88	1.000000
89	1.000000
90	1.000000
91	1.000000
92	1.000000
93	1.000000
94	1.000000
95	1.000000
96	1.000000
97	1.000000
98	1.000000
99	1.000000
100	1.000000

PRIVATE WYE	PRIVATE WASTEWATER
-------------	--------------------

[illegible]

PROPOSED ACREAGE AND USAGE

PROPOSED ACRES AND USAGE		
LOTS	ACRES	DESCRIPTION / USE
LOT 1	2.063	COMMERCIAL LOT
LOT 2	7.049	COMMERCIAL LOT
TOTAL 2	9.112 ACRES	

RESUBDIVISION OF LOT 2 BLOCK A
KST/VOELKER TRACT
FINAL PLAT

9.112 TOTAL ACRES OUT OF 2.06 ACRES OF THE
KST PROPERTIES, LTD. (DOC#2002252812), 2.17
ACRES OF VOELKER WELDING AND CONSTRUCTION
COMPANY (DOC#2002252813), AND REMAINDER OF
7.00 ACRES OF THE VOELKER WELDING AND
CONSTRUCTION COMPANY (VOL 12537, PG 511).
GREENBURY GATES SURVEY NO. 63.
ABSTRACT 315

2 LOTS 1 BLOCK

OWNER:
KST PROPERTIES
14215 SUNCREST ROAD
MANOR, TEXAS 78053
PHONE (512) 272-8841
FAX (512) 272-8985

OWNER:
VOELKER WELDING AND CONSTRUCTION
14215 SUNCREST ROAD
MANOR, TEXAS 78653
PHONE (512) 272-5458
FAX (512) 272-5500

RESUBDIVISION OF
LOT 2 BLOCK A
KST/VOELKER TRACT
FINAL PLAT
SHEET 2 OF 2

NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: **VNR Tract**

Mailing date: **March 29, 2010**

Project location: **Tower Road**

Please be advised that your neighborhood association is within 1,000 feet of a proposed development containing a non-residential land use. The development contains **one 2.11 acre tract** that will be used for **Commercial (Electrical, Welding and Construction Etc.)**. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Stan Voelker – Voelker Welding & Construction inc,

Owner's phone number: # 512-272-5458

Agent's name: Roger Durden - AECOM

Agent's phone number: 457-7714

Travis County Case Manager: Michael Hettenhausen

Case Manager's phone number: 854-7563

For more information please contact the project's owner, agent or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

7007 0710 0000 5345 7815

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Brad Beauchamp, Fire Marshal
 Street, Apt. No.,
 or PO Box No. 5555 Airport Blvd. Ste 400
 City, State, ZIP+4 Austin, TX 78751
 PS Form 3800, August 2005 See Reverse for Instructions

7007 0710 0000 5345 7806

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Travis County ESD #12
Manor Fire Department
 Street, Apt. No.,
 or PO Box No. P.O. Box 846
405 W. Parsons Street
 City, State, ZIP+4 Manor, TX 78653
 PS Form 3800, August 2005 See Reverse for Instructions

7007 0710 0000 5345 7822

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Blackland Prairie Concerned
Citizens Association
 Street, Apt. No.,
 or PO Box No. c/o David Samuelson
P.O. Box 272
 City, State, ZIP+4 Manor, Tx 78653
 PS Form 3800, August 2005 See Reverse for Instructions

7007 0710 0000 5345 8454

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Blackland Prairie Concerned Citizens
 Street, Apt. No.,
 or PO Box No. 16010 Humby Lind
Elgin Tx 78621
 City, State, ZIP+4
 PS Form 3800, August 2005 See Reverse for Instructions

Attn: Brett
Burke



**NOTICE OF
PUBLIC HEARING
ON DECEMBER 21, 2010 AT 9:00 AM
RESUBDIVISION**

**RESUBDIVISION OF LOT 2 BLOCK A
KST / VOELKER TRACT FINAL PLAT
PRECINCT 1**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854-7563**



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

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of a revised plat sign was posted on November 19, 2010,
on the at a point as near as practical to the area being revised, and was also posted at the Travis
County Courthouse.

CERTIFIED THIS THE 19 DAY OF November, 2010.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor TNR

cc: Garcia (sign shop)

C:\DOCUME~1\GarciaJ\LOCALS~1\Temp\XPGrpwise\Work Request for Sign Posting.doc

Travis County Commissioners Court Agenda RequestVoting Session: December 21, 2010
(Date)Work Session: _____
(Date)

- I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:
Consider and take appropriate action on items related the Program Year 2009 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD :
- A. Review the comments received during the public comment period;
B. Approve the final draft of the report; and
C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

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

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- | | |
|--|---------------------------------|
| Rodney Rhoades, PBO | Diana Ramirez, PBO |
| Susan Spataro, Auditor's Office | Steven Manilla, TNR |
| Janice Cohoon, Auditor's Office | Joe Gieselman, TNR |
| DeDe Bell, Auditor's Office | Jason Walker, Purchasing Office |
| Mary Etta Gerhardt, County Attorney's Office | Jane Prince Maclean, HHS/VS |
| Jim Lerhman, HHS/VS | Cyd Grimes, Purchasing Office |
| Lee Turner, TNR | Christy Moffett, HHSVS |
| Harvey Davis, TCHFC | |
- Required Authorizations: Please check if applicable.

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- ___ 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.)

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County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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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**

MEMORANDUM

Date: December 13, 2010

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG) Program Year 2009
Consolidated Annual Performance and Evaluation Report

Proposed Motion:

Consider and take appropriate action on items related the Program Year 2009 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD :

- A. Review the comments received during the public comment period;
- B. Approve the final draft of the report; and
- C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

Summary and Staff Recommendations:

- A. As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual

Performance and Evaluation Report (CAPER). On November 30, 2010, the Travis County Commissioners Court approved the draft of the PY08 CAPER.

A mandatory period providing the public with an opportunity to comment on the draft of the CAPER occurred from December 1, 2010 through December 15, 2010. A public hearing was also held on Tuesday, December 7, 2010 at 9 a.m. at the Travis County Commissioners Court. One comment was received during the public comment period. The comment requested that a road project be considered in the future. The project is already on the potential project list and a primary survey, which is scheduled to be conducted in the first quarter of 2011, is needed for further consideration.

- B. From the time the draft of the CAPER was approved on December 1, 2009, small changes were made to the document including small grammatical, wording and formatting edits to improve clarity and readability. Additionally, staff made changes to correct math errors in some of the charts and updated the numbers from the social service contract investments and FSS services with current numbers. Finally, staff will add the HUD required reports located in Appendix C prior to sending to HUD. Attached you can find the final document, without the HUD reports. Staff recommends approval of the final draft of the CAPER.
- C. Staff recommends authorization to submit it to the San Antonio Field Office, Region VI of the U.S. Department of Housing and Urban Development. Approving the submission of the CAPER to HUD at this time, allows Travis County to meet the December 31, 2010 deadline.

Budgetary and Fiscal Impacts:

On time submission of the CAPER allows the County to continue to receive CDBG funds.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.



Travis County

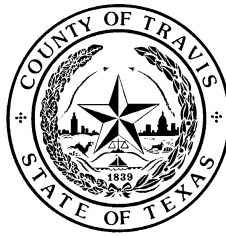
Community Development Block Grant Program:

Improving the affordability,
accessibility and sustainability
of neighborhoods and
community services.

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2009:
October 1, 2009 – September 30, 2010



-Prepared by Travis County Health and Human Services & Veterans Service
Approved December 21, 2010



Travis County Commissioners Court

Samuel T. Biscoe
Travis County Judge

Ron Davis
County Commissioner, Precinct One

Sarah Eckhardt
County Commissioner, Precinct Two

Karen Huber
County Commissioner, Precinct Three

Margaret Gómez
County Commissioner, Precinct Four

Travis County Program Year 2009 CAPER

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Travis County Program Year 2009 CAPER

Acronyms

Throughout this report the following acronyms are used:

ADA	Americans with Disabilities Act
AI	Analysis of Impediments to Fair Housing Choice
AP	Action Plan
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFR	Code of Federal Regulation
Con-Plan	Consolidated Plan (governs CDBG Programs)
CPD	Community Planning and Development (part of HUD)
CPP	Citizen Participation Plan
EA	Environmental Assessment
ESG	Emergency Shelter Grant
FHA	Federal Housing Administration (part of HUD)
FSS	Family Support Services (a Travis County Social Service Program)
HATC	Housing Authority of Travis County
HHS/VS	Travis County Department of Health and Human Services and Veterans Service
HOME	HOME Investment Partnership Program (HUD Program)
HOPWA	Housing Opportunities for Persons with AIDS (HUD Program)
HTE	Accounting Software used by Travis County
HUD	United States Department of Housing and Urban Development
IDIS	Integrated Disbursement Information System (HUD's Financial Management System)
LMI	Low- and Moderate-Income (80% or below median household income)
MFI	Median Family Income
ORCA	Office of Rural Community Affairs
PY	Program Year
RFP	Request for Proposals
RFQ	Request for Qualifications
TC	Travis County
TCHFC	Travis County Housing Finance Corporation
TxDOT	Texas Department of Transportation
TNR	Travis County Department of Transportation and Natural Resources
URA	Uniform Relocation Act

Travis County Program Year 2009 CAPER

Introduction

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied for and received CDBG funds for the first time and has continued to receive funding for the past three years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

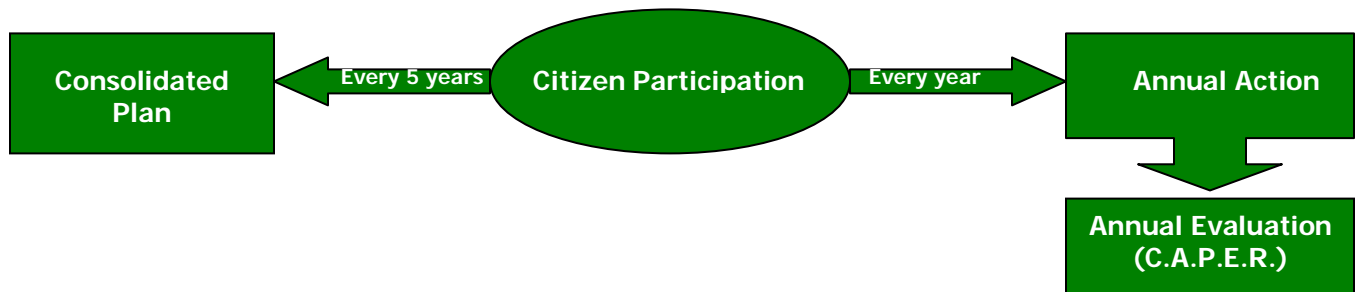
Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate- income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and to be eligible, the activities must meet one of the following HUD's national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan (Con-Plan), an Action Plan (AP), and a Consolidated Annual Evaluation and Performance Report (CAPER). The Con-Plan identifies the County's community and housing needs and outlines the strategies to address those needs over a five year period. The Action Plan defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. The CAPER is conducted annually to assess yearly accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

Figure 1: CDBG Cycle



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

Travis County Program Year 2009 CAPER

Executive Summary

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

Specifically, the CAPER describes the County's CDBG housing and community development activities as well the County's overall housing and community development efforts. This specific document corresponds to activities conducted during the program year 2009 spanning October 1, 2009 to September 30, 2010.

The CAPER is written to provide HUD with required CDBG information and provide the public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements while also presenting information in a format meant to be easily understood by County departments, service providers and residents. The report includes specific outcome performance measures as delineated by HUD's 2005 Community Planning and Development Outcome Performance Measurement System.

Overview of Travis County First Four Program Years

Travis County first received CDBG funds for program year 2006. During the first year, no funds were spent given the numerous processes needed for the start-up of the grant and given an allocation error from HUD which significantly delayed Travis County's initial CDBG operation. During the 2007 & 2008 program years, \$630,026.24 were spent with six projects implemented, four projects completed, and two projects yet to be implemented.

During the 2009 program year, \$824,792.27 was spent in eight different projects, progress was made in moving forward with the remaining two and four projects were completed. Of the available over \$2.8 million available for PY09, \$824,792.27 has been spent. Given that most of these projects require longer than two years to implement, the impact or the benefits to residents will not be reflected until project close out. The following table presents a list of the projects implemented in PY09.

Travis County Program Year 2009 CAPER

Figure 2: Progress of CDBG Projects as of September 30, 2010

Activities	Expected Benefit/ Served in PY09	Year/Amount Allocated		Amount Spent as of 9/30/10	Status
Production of New Owner Housing Units Via land acquisition and infrastructure development	27/0 Housing Units	PY06*	\$250,000	\$0	Continuing: Property Acquired 10/13/2010. Additional four lots to be acquired in March 2011. First house anticipated on or before March 2012.
		PY07*	\$195,518	\$0	
		PY08**	\$500,000	\$ 18,039.88	
Homeowner Rehabilitation Minor home repair up to \$24,999	13/0 Housing Units	PY08*	\$106,136	\$0	Continuing: Non profit to be identified in 2011. Program Guidelines being written.
		PY 09*	\$130,000	\$0	
Street Improvements: Road improvements to substandard roads in Apache Shores	1710/1710 People	PY06	\$305,000	\$ 304,991.09	Completed 8/26/2010
		PY07	\$500,000	\$ 366,335.12	
Street Improvements: Lava Lane Substandard Road Improvement (Phases 1 & 2 of a 3 phase project)	1297/0 People	PY06	\$83,659	\$ 65,428.14	Continuing: Design & Acquisition of Right of Way are completed. Project Awaiting PY 10 funds to start construction – anticipated in Feb 2011
		PY09	\$60,000	\$ 47,131.93	
Homebuyer Assistance: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing	35/0	PY09	\$528,000	\$0	Continuing: Program Development for Year 1. Program Anticipated in Jan/Feb 2011
Public Services, Other: Family Support Services Social Work Services Expansion – Travis County HHS/VS Program	120/164 People	PY09***	\$74,300	\$69,893.27	Completed Remaining PY 09 monies are being reprogrammed in PY 10 for a housing project.
Planning: TNR	N/A	PY09***	\$156,280.00	\$130,841.83	Completed Remaining PY08 and PY 09 monies are being reprogrammed in PY 10 for a housing project.
Administration & Planning: CDBG	N/A	PY09***			
Total				\$1,002,661.26	

* Substantial Amendment completed in December 2009 changed some program design features.

** Substantial Amendment completed in December 2009 changed infrastructure funds to land acquisition of developed lots.

***Includes PY08 Rollover Funds

Travis County Program Year 2009 CAPER

As a new entitlement, Travis County will continue to work on establishing the systems and procedures to support effective long-term management of the grant and compliance with HUD requirements.

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities “in a timely manner”. HUD conducts an analysis of each entitlement’s timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in August 2008, and will continue to occur every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. Travis County did not meet its three timeliness tests and received a timeliness policy exception from HUD in October 2009 & September 2010. In 2010, this delay was the result of a land acquisition deal that did not receive site approval so an alternate site had to be located. The CDBG office completed the land acquisition project on 10/13/2010, valued at over \$900,000, which allowed the County to come into compliance with timeliness for the first time with a ratio of 1.22.

Public Participation

During program year 2009, the public had ample opportunity to participate on the development of projects for the 2010 program year. During the months of February and March 2010, the County held public hearings and solicited proposals for the use of CDBG funds. Solicitation of input and invitations to participate in the public hearings were posted on the County’s website and were published in newspapers of general circulation. In addition, notifications were mailed and e-mailed to service providers, to citizens who had previously attended public hearings, to the community liaison departments of Travis County schools districts and to neighborhood associations. Lastly, two public hearings were held during the months of June and July and a 30-day public comment period occurred from the 23th of June through the 22nd of July to solicit final comment on the proposed uses of CDBG funds. The announcements and all the participation material were available in English and Spanish.

Similarly, the public was provided the opportunity to comment on the draft of the PY09 CAPER. The public comment period was advertized during the week of November 8, 2010 using the same outreach efforts listed above. The draft report is available to the public for review and comment from December 1 through December 15, 2010 at the seven Travis County community centers as well as the County’s website <http://www.co.travis.tx.us/cdbg>. A public hearing will also be held at the Travis County Commissioners Court on December 7, 2010.



Travis County

Section I: General Questions

Consolidated Annual Performance and
Evaluation Report (CAPER) Program
Year 2009:
October 1, 2009 – September 30, 2010



-Prepared by Travis County Health and Human Services & Veterans Service

Status of Projects**Project: Owner Housing - Production of New Units****Activity: Land Acquisition****IDIS Activity Numbers: 7 for PY06, 10 for PY07 and 26 for PY08****Project Description:**

Parcels or one large tract of land in unincorporated Travis County will be acquired to build affordable single-family housing for low-income families (25-50% Median Family Income). Single-family housing is defined as a one- to four-family residence. Public hearings will be held to inform the public of the location(s) prior to the purchase of the land. During the selection process, priority will be given to tracts of land near public transportation.



Austin Habitat for Humanity, a local non-profit, will secure funding for the construction of homes on the acquired property. Approximately 37 units of affordable housing will be created. The number of individuals impacted will vary depending upon the families selected for the housing units.

Project Status and Progress to Date:

- ◆ Austin Habitat for Humanity identified land for the project but the Commissioners Court did not approve the site due to its proximity to a proposed gravel/sand mine.
- ◆ A substantial amendment took place in PY09 to reprogram \$500,000 from the development of affordable housing through Infrastructure Development to the development of affordable housing through Land Acquisition.
- ◆ An alternate location was identified, public notice and comment provided, an environmental assessment completed and a sales contract was put on the land.
- ◆ At the end of the program year, the project was 13 days from closing.

Travis County Program Year 2009 CAPER

Performance Measure:

Affordability for the purpose of creating decent housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG funds Expended	Amended Goal/ Actual
Owner Housing	High	CDBG Private	PY06: \$250,000 PY07:\$195,518 PY08: \$500,000	N/A	\$18,039.88	\$ 18,039.88	27/0 Housing Units

Travis County Program Year 2009 CAPER

Project: Home Rehabilitation

IDIS Activity Numbers: 16 for PY08 and 21 for PY09**Project Description:**

This project will fund home repair and weatherization services to low and moderate income homeowners in the unincorporated areas of Travis County. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. Services will be provided by a non-profit, designated sub-recipient and identified through a formal application process in which it demonstrates the ability to provide services and adhere to federal guidelines. The program will target households at or below 80 percent of the median family income (refer to Appendix A for income eligibility guidelines). A maximum of \$24,999 of CDBG assistance per year will be provided to a single home in the form of a 5 year, forgivable loan.

Project Status and Progress to Date:

- The project was delayed due to competing priorities in getting other projects completed.
- A Request-for-Services (RFS) process will take place in Program Year 2011 to identify a sub-recipient.
- A substantial amendment occurred in December 2009 to change the beneficiaries to 80% MFI and allow a 5-year forgivable loan of up to \$24,999 per household.

Performance Measure:

Improving the quality of owner housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG funds Expended	Amended Goal/ Actual
Home Rehabilitation	High	CDBG	PY08: \$106,136 PY09: \$130,000	\$ 0	\$ 0	\$ 0	13/0 Housing Units

Project: Street Improvements Activity: Substandard Roads in Apache Shores**IDIS Activity Numbers : 5 for PY06 and 11 for PY07****Project Description:**

This project funds the improvement of a number of substandard roads in Apache Shores, an area identified as a low to moderate income area. The improvements will allow the roads to meet County roadway standards and be accepted onto the County roadway system for future maintenance and traffic safety enforcement.



The scope of work includes: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits; 6) acquisition of right of way and easements; and 6) construction.

Project Status and Progress to Date:

- An Environmental Assessment was completed by an environmental consultant and approved Travis County staff. It was determined that the Apache Shores Substandard Road Improvements would not have a significant impact to the environment.
- Six residential streets in Apache Shores were accepted as part of the Travis County roadway system, and Travis County accepted responsibility for maintenance of the roadways.
- A drainage study was completed for the six streets in Apache Shores. All culverts were inspected and repaired or replaced as necessary. An area drain and storm sewer was installed to alleviate a significant drainage problem. The drainage for these six streets was brought up to Travis County standards.
- Six roadways in Apache Shores were widened to minimum Travis County standards, and a new asphalt driving surface was installed on the roadways.
- The project was substantially complete on 7/13/10 and fully completed on 8/26/10.

Travis County Program Year 2009 CAPER

Performance Measure:

Accessibility for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG Funds Expended	Goal/Actual
Public Facilities	High	CDBG	PY06: \$305,000 PY07: \$500,000	N/A	PY06: \$ 244,991.09 PY07: \$ 284,953.28	PY06: \$304,991.09 PY07: \$366,335.12	1,710/1,710 People

Travis County Program Year 2009 CAPER

Project: Street Improvements**Activity: Lava Lane****IDIS Activity Numbers: 14 for PY06 and 25 for PY09****Project Description:**

This project will be implemented in stages. Phase One, funded by PY 06 reprogrammed funds, will fund the design, engineering and environmental review for the improvement of a portion of Lava Lane, a substandard road in Precinct 4, currently not accepted by the County road maintenance system. Phase 2, funded by PY09 funds, provides the funding for the acquisition of right-of-way for the improvements. Phase 3, funded with PY 10 funds, will allow for the construction of the improvements.



The improvements will provide a new durable road that will allow property owners, school buses, mail service providers, and emergency service providers to have all-weather access to the properties. Additionally, the improvements will allow the road to meet County roadway standards and be accepted onto the County system for future maintenance and traffic safety enforcement.

Travis County Transportation and Natural Resources Department (TNR) is the department in charge of managing this project and the design, engineering, and environmental work will be provided by a contracted consultant. The acquisition of right-of-way was completed through the real estate division of TNR along with appropriate contractors. The project will benefit 1297 people once construction of the improvements is complete.

Project Status and Progress to Date:

- An Environmental Assessment was completed by an environmental consultant and approved by Travis County staff. The assessment demonstrated that the Lava Lane Road Extension would have no significant impact on the environment. The Environmental Assessment was published for public comment and submitted to the Department of Housing and Urban Development for approval.
- Travis County acquired over 2 acres of land to use as right-of-way for the extension of Lava Lane.
- Travis County contacted all companies with utilities currently in the new right-of-way and arranged for the utilities to be re-located to allow installation of the new roadway surface.

Travis County Program Year 2009 CAPER

- A drainage study for the area around the northern end of Lava Lane was completed. It was determined that a new detention pond would be installed as part of the Lava Lane extension to improve drainage in the area.
- Construction plans and specifications for the new roadway and improvements were completed.
- The funds for construction are ready and the bid is anticipated December 2010 with construction beginning in March 2011. The project is anticipated to be complete by Summer 2011.

Performance Measure:

Accessibility for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG	PY06: \$83,659 PY09: \$60,000	NA	PY06: \$28,940.99 PY09: \$ 47,131.93	PY06: \$65,428.14 PY09: \$ 47,131.93	1,297/0 People

Travis County Program Year 2009 CAPER

Project: Homebuyer Assistance**Activity: Direct Homeownership Assistance through Down Payment Assistance and Shared Appreciation Gap Financing****IDIS Activity Number: 31 for PY09****Project description:**

In an effort to make housing affordable to “first-time home purchasing” families whose annual household income is at or below 80 percent of the Area Median Income (AMI), the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down payment Assistance loans available. The project will be administered by the Travis County Housing Finance Corporation (TCHFC) as a designated sub-recipient. All program income will be reinvested into the Homebuyers Assistance program.

Shared Appreciation Gap Financing:

Households earning 80% or less of the area median income may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household. Actual assistance amount will be calculated based on actual family need. The loan is a 0 % interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house’s appreciation value.

Down Payment Assistance:

Households earning 80% or less of the area Median Family Income (MFI) may obtain funds (\$8,000) to cover down payment and reasonable closing costs. The loan is a 0 % interest, 5 year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years. A minimum house hold investment of \$500 is required.

All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD-certified housing counseling. At the time the homebuyer is approved for the program, the homebuyer must meet with TCHFC staff for a no cost one hour consultation providing a detailed review of the program.

Project Status and Progress to Date:

- A substantial amendment occurred in December 2009 to change the beneficiaries to 80% MFI for shared appreciation gap financing.
- The project was delayed due to competing priorities in getting other projects completed.
- The program guidelines have been developed and a contract drafted. Final program foundations are being completed and the program is anticipated to begin in Jan/Feb 2011.

Travis County Program Year 2009 CAPER

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	PY08 Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG Funds Expended	Goal/ Actual
Homebuyer Assistance	Medium	CDBG	PY:09 \$528,000	N/A	\$0	\$0	35/0 People

Travis County Program Year 2009 CAPER

Project: Public Services, Other

Activity: HHS/VS Family Support Services Division

Social Work Services Expansion

IDIS Activity Number: 22 for PY09

Project Description

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program is expanding social work services through the work of one social worker who is increasing the capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach to households in the unincorporated areas.

The social worker provides the majority of service provision through home visits in order to reduce transportation barriers. The social worker also works from the Community Centers in Manor and Del Valle, focusing on residents living in the unincorporated areas of precincts 1 and 4. In addition to CDBG funds, this program leverages funds from two other programs called the Youth and Family Assessment Center (YFAC) program and Best Single Source (BSS) funds.

Project Status and Progress to Date:

- Outreach to a total of 19 agencies, school districts, churches and neighborhood associations during PY09 to inform community members about the social work services available.
- One hundred sixty-four people benefitted from services provided during PY09. Services included case management, referrals, non-clinical counseling and crisis intervention.
- Two clients received assistance through the Youth and Family Assessment Center program. Both clients reported improved functioning after completing the program.
- One client was assisted with Best Single Source funds.
- Data on client needs was de-identified and analyzed by CDBG administrative staff to further the knowledge base about the needs of those residing in the unincorporated areas. Refer to the section of Anti-Poverty Strategy for a breakdown of needs encountered by clients.

Travis County Program Year 2009 CAPER

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG YFAC BSS	PY08: \$39,300 PY09: \$35,000	\$8,953.50 .	PY09: \$69893.27	\$ 69,893.27	120/164 People

Travis County Program Year 2009 CAPER

Project: Youth Services**Activity: Youth and Family Assessment Center (YFAC) Flex Fund Expansion****IDIS Activity Number : 32 for PY09****Project Description**

The YFAC program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. Flex Funding through the YFAC program assists high risk children by improving their school performance and preventing them from falling in the juvenile justice system through traditional services such as therapy and nontraditional services like parent coaching. Other examples of services include skill building classes, tutoring, extracurricular activities, or mentoring.

Approximately 30 youth will be assisted. The Family Support Services Division Social Work Services staff will outreach, assess and manage the flex fund expansion dollars. Two thousand one hundred dollars of the funding will support program delivery through an inter-local agreement with ATCIC called the Youth and Family Assessment Center (YFAC) program.

Project Status and Progress to Date:

- The project was delayed due to competing priorities in getting other projects completed.
- The program is anticipated to begin during program year 2010.

Performance Measure:

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG Funds Expended	Goal/ Actual
Youth Services	High	CDBG	PY09: \$32,100	N/A	PY09: \$0	PY09: \$0	30/0 Youth

Travis County Program Year 2009 CAPER

Project: Planning**Activity: Water/Wastewater Improvement Planning****IDIS Activity Number: 24 for PY09****Project Description:**

This project funds a Senior Engineer who functions as a Project Manager over two active CDBG-funded street improvement projects in Apache Shores and Lava Lane. The Senior Engineer is also in charge of assessing and providing a report for potential water and wastewater projects to be considered in the future by the Travis County Commissioners Court.

The unincorporated areas whose water/wastewater needs will be assessed for eligibility and potential costs include: Apache Shores , Bluebonnet/Volker Lane , Deer Creek Ranch, FM 969 & FM 973 area, FM 1625 Area, Imperial Valley, Kennedy Ridge, Littig, Manchaca Area, Mt. Chalet, Mountain View Estates, Northridge Acres, Plainview Estates, Plover Place, Rodriguez Road, Hazy Hills, Cardinal Hills Estates and Walnut Place. The project is open to add additional neighborhoods throughout the program year.

Project Status and Progress to Date:

- Staff put the most current information on the project matrix for PY 10 consideration.
- The report was put on hold due to the project management responsibilities for the three infrastructure projects.

Performance Measure:

Creating Sustainable Living Environments.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG	PY09*: \$45,000	NA	PY09*: \$57,853	PY08: ** \$57,853	15/0 Neighborhoods

*Funded with PY 08 Carry Over Funds

** More funds were expended than budgeted due to higher than expected costs. The project remained below a 25% increase so no substantial amendment was needed and the needed funds were taken from the Administration project to ensure the Administration and Planning cap stayed below 20%.

Travis County Program Year 2009 CAPER

Project: Planning & Administration**Activity: Administration****IDIS Activity Number: 23 for PY09****Project Description:**

The funds allocated for administration will pay for the operating expenses associated with the grant including office supplies, training, contracted services, interpreting, membership and other business related expenses. The funds include \$25,000 for a consultant to complete an Analysis of Impediments (AI) to Fair Housing Choice in Travis County. This assessment will serve as preparation for the next Consolidated Planning process and will allow the development of a plan to address impediments identified.

Project Status and Progress to Date:

- The AI was delayed due to competing priorities in getting other projects completed, but will go out for bid in the first quarter of 2011.

Performance Measure: N/A

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 09	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG Travis County	PY09*: \$111,280	\$100,173	\$72,988.83	\$72,988.83	N/A

*Partially Funded with PY 08 Carry Over Funds

Travis County Program Year 2009 CAPER

Geographic Distribution of Projects

Since Travis County does not have any consortium cities participating in the use of CDBG funds, all services and planning efforts focus on the unincorporated areas of the county. Additionally, Travis County's CDBG program does not have any designated target areas, however, one of the projects, the Social Service Project, focuses in Precincts 1 & 4 based on the concentration of low to moderate income residents. These precincts also have a larger minority concentration than other parts of the County. The goal for focusing services in those areas is to improve access to services and quality of life for residents. Refer to the table below for specific descriptions of geographic distribution for each one of the CDBG projects. For a map of the project locations and racial and ethnic concentrations, please refer to the maps following Figure 4.

Figure 3: Geographic Distribution of Grant Activity for the Program Year 2009

Project	Location/ Census Tract	
<ul style="list-style-type: none"> Production of New Owner Housing Units: via Land acquisition 	Census Tract: 22.05 Block Group: 4	
<ul style="list-style-type: none"> Street Improvements: Substandard Road Improvements in Apache Shores 	Census Tract: 17.42 Block Group: 1 Including sections of Pima Trail, Crazyhorse Pass, and Whitebead Trail	
<ul style="list-style-type: none"> Street Improvements: Lava Lane 	Lava Lane Road, Precinct 4, Census Tract:24.17, Block Group:3	
<ul style="list-style-type: none"> Public Services, Other: Family Support Services Social Work Services Expansion 	Various eligible households in precincts 1 & 4 in the unincorporated areas of Travis County. Specifically residents in the following zip codes were served in PY09: 78617, 78621, 78653, 78719, 78724, 78725, 78747, 78754, 78612, 78615	
<ul style="list-style-type: none"> Housing Rehabilitation 	Households residing in the unincorporated areas of the County	
<ul style="list-style-type: none"> Homebuyer Assistance 	Households purchasing homes in the unincorporated areas of the County	
<ul style="list-style-type: none"> Youth Services 	Households residing in the unincorporated areas of the County	
<ul style="list-style-type: none"> Water/Wastewater Improvement planning 	<p><u>Precinct 1:</u> FM 969 & FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates, Walnut Place</p> <p><u>Precinct 2:</u> Northridge Acres</p>	<p><u>Precinct 3:</u> Manchaca Area Apache Shores, Mountain View Estates, Mt. Chalet, Deer Creek Ranch, Hazy Hills, Cardinal Hills</p> <p><u>Precinct 4:</u> FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place</p>

Travis County Program Year 2009 CAPER

Geographic Distribution of Projects & Racial Concentration

This section outlines the location of projects through the lens of racial and ethnic concentration. The table below demonstrates the racial breakout of persons served by projects completed during PY 09 and the maps identify where each of the street improvements, land acquisition and public service projects are located.

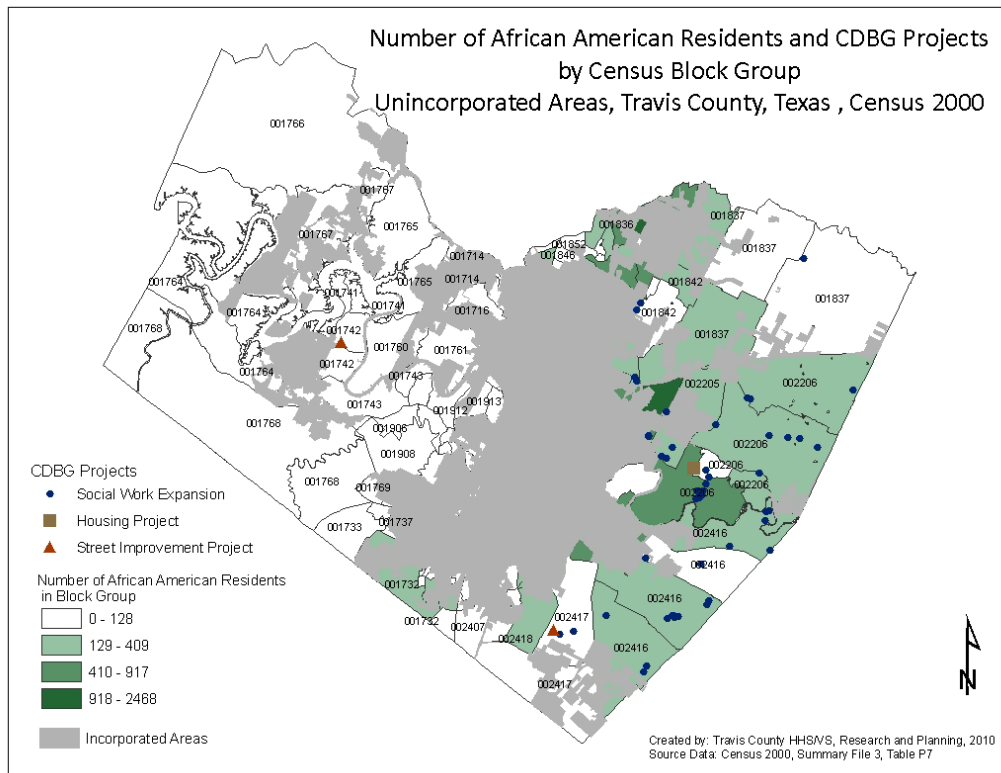
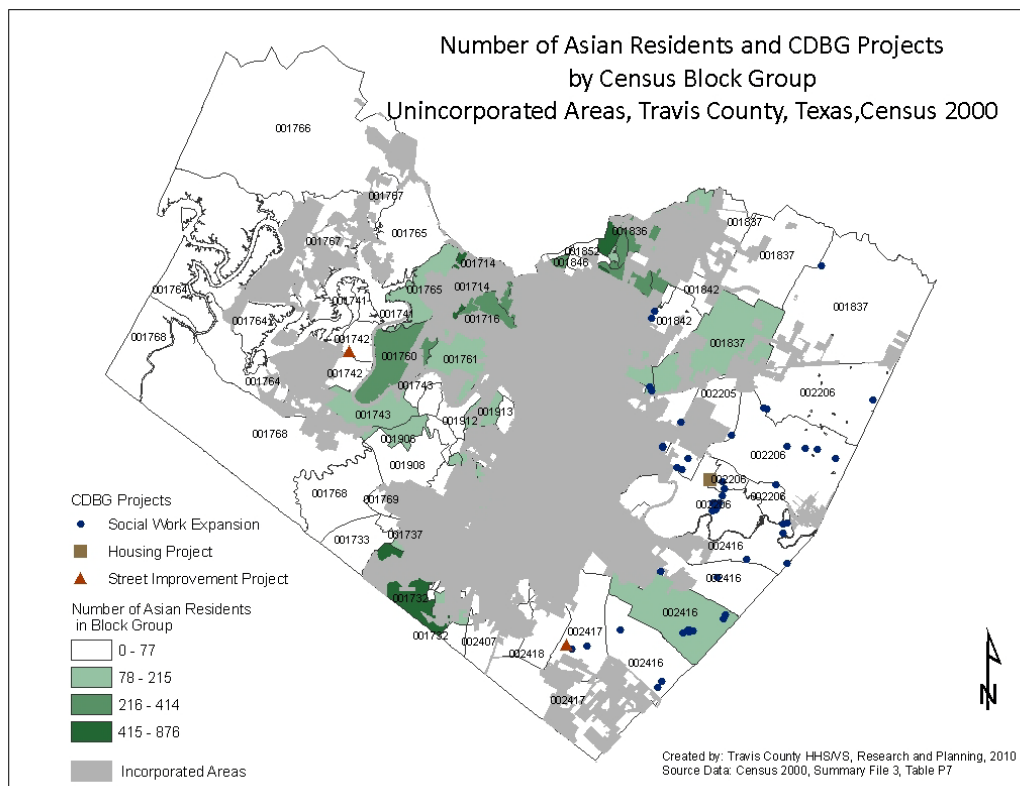
Figure 4: PY09 Completed Project Beneficiaries by Race and Ethnicity

Project	Ethnicity		Race					Total People Assisted
	Hispanic	Non-Hispanic	Amer. Indian or Alaskan Native	Asian/ Pac. Islander	Black or African American	White	Other/ Multi Race	
▪ Street Improvements in Apache Shores*	110	215	5	2	0	325	180	512
▪ Public Services, Other – FFS Services**	81	83	3	0	48	113	0	164
Total Persons Served	191	298	8	2	48	438	180	676

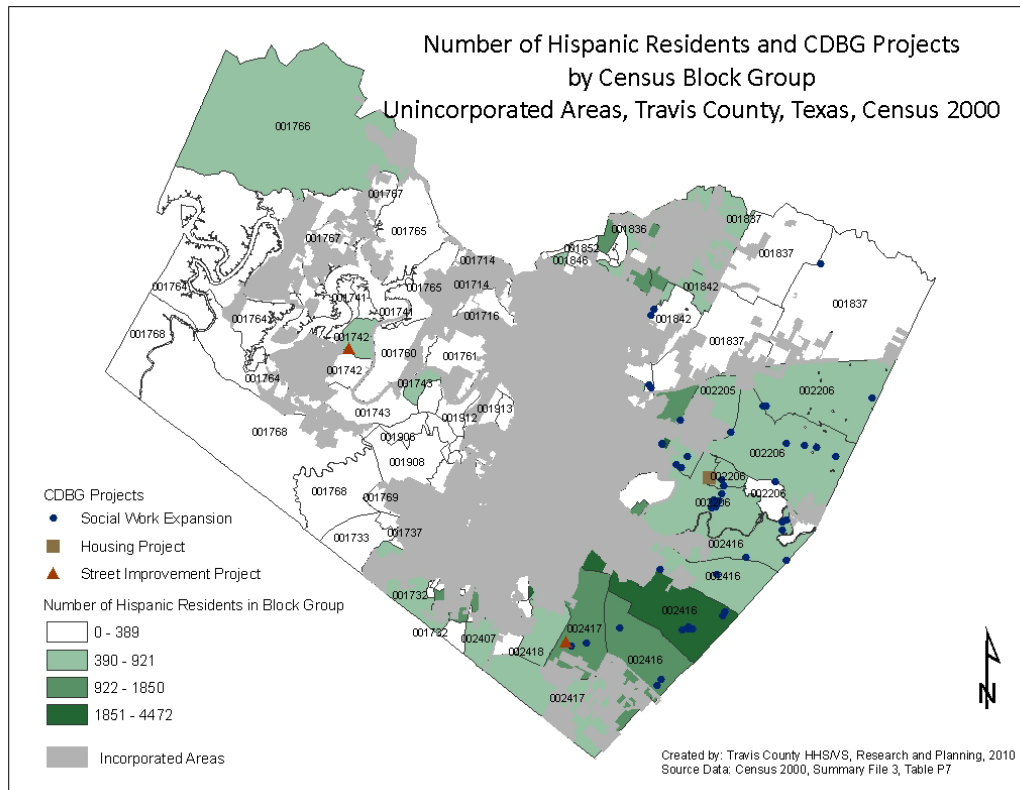
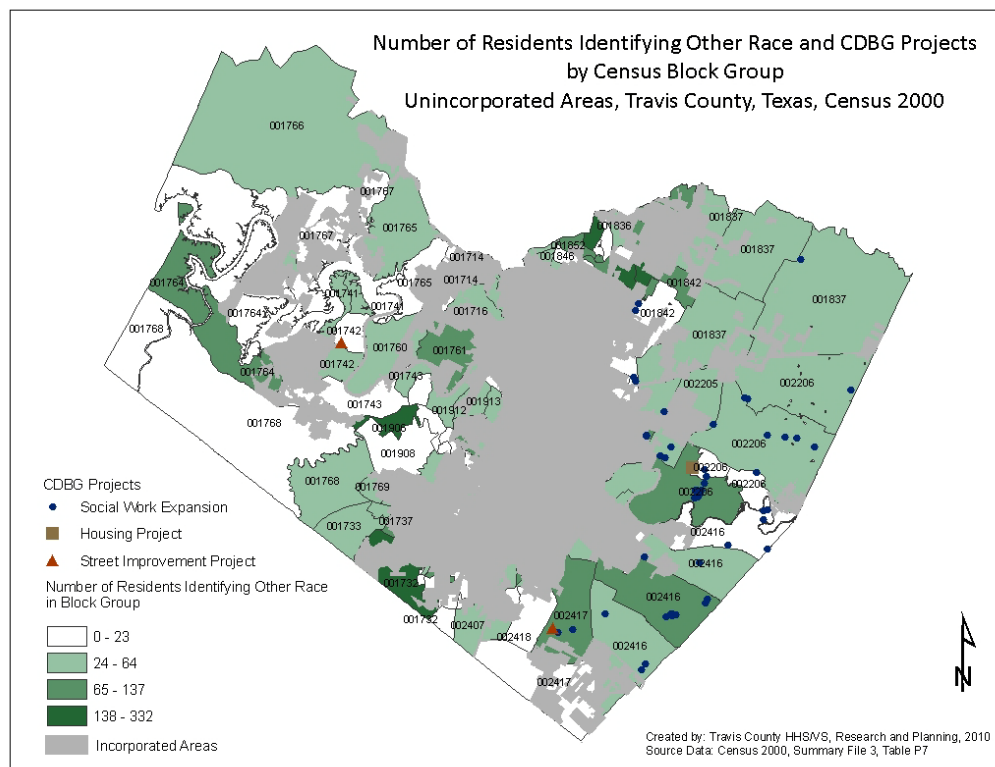
*Source: www.census.gov, 2000 Census, Detailed Tables, Census Tract 17.42, Block Group 1, Blocks 1051, 1052, 1053, 1054, 1065, 1066, 1068, 1081, 1082, 1089, 1092; Table P8 Hispanic or Latino by Race – Universe total Population. Data set: Census 2000 Summary File (SF1) 100 Percent Data. Please note that the number of people reflected in the table above differs from what is reported in the IDIS system as IDIS will not support block level data.

**Data gathered from the PY09 performance report submitted by FSS.

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Figure 5: Map of African American Residents & CDBG Projects**Figure 6: Map of Asian Residents & CDBG Projects**

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Figure 7: Map of Hispanic Residents & CDBG Projects**Figure 8: Map of Other Race Residents & CDBG Projects**

Performance Evaluation of Projects**Compliance with CDBG National Objectives**

The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are 1) benefitting low/moderate income (LMI) persons, 2) addressing slum or blighted areas and 3) addressing an urgent need. All of the projects implemented during the program year 2009 met the national objective of benefitting low/moderate income persons, thereby complying with the additional HUD requirement of spending 70% of CDBG funds on LMI persons. The CDBG Financial Summary for Program Year 2009 Report located in Appendix C shows 100% of the PY09 expenditures benefited low to moderate income persons.

For an activity to qualify as meeting the low-mod national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities and job creation or retention activities. An area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 45.1% (based on an exception criteria) of the residents are low-to-moderate income persons. A limited clientele (LMC) activity is one where 51 percent of the beneficiaries have to be LMI persons. Low-mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures, which upon completion, will be occupied by LMI households. A low/mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51% of which will be made available to or held by LMI persons.

The following table summarizes the category under which each project qualifies to meet the low-mod national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit from that project.

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Figure 9: PY09 Beneficiaries By Income

Project	National Objective	Low to Moderate Income Target			Above Moderate Income (Above 80% MFI)	Total People Served
		Very Low (>30% MFI*)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)		
▪ Land Acquisition for Affordable Housing Development	Low/Moderate Income: Housing (LMH)	√	√	√	N/A	0
▪ Home Rehabilitation	Low/Moderate Income: Housing (LMH)	√	√	√	N/A	0
▪ Street Improvements in Apache Shores	Low/Moderate Income: Area Benefit (LMA)	0 Persons	0 persons	871** persons	839** persons	1710 persons
▪ Street Improvements Lava Lane	Low/Moderate Income: Area Benefit* (LMA)	√	√	√	√	0
▪ Homebuyer Assistance via Direct Homeownership Assistance	Low/Moderate Income: Housing (LMH)	√	√	√	N/A	0
▪ Public Services, Other – FFS Services	Low/Moderate Income: Limited Clientele (LMC)	117 persons	35 persons	12 persons	0	164 persons
▪ Youth Services, YFAC Flex Fund Expansion	Low/Moderate Income: Limited Clientele (LMC)	√	√	√	0	0
Total persons served		117 persons	59 persons	883 persons	839 persons	1874 persons

MFI* = Median Family Income as defined by HUD

Area Benefit*: Both Road Improvement projects qualify as a Low-Mod Area of Benefit through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. Travis County's exception rule is 45.1%. To learn more about the Exception rule visit the following site: <http://www.hud.gov/offices/cpd/lawsregs/notices/2005/05-06.pdf>

**Numbers come from HUD's IDIS system based on the most Census Data. Apache Shores has a Low-Mod Percentage of 50.9% as of 05/01/10.

Compliance with CONPLAN Goals

CDBG projects must also fit within one of the seven high priority project categories approved by Travis County Commissioners Court for the 2006-2010 period. The following list summarizes those high priorities identified and the corresponding projects implemented during program year 2009.

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Figure 10: High Priorities in the 2006-2010 Consolidated Plan and Projects Implemented in PY 2009

High Priorities	Projects
Production of New Owner Housing Units via Land Acquisition	Production of New Owner Housing Units: Land acquisition and Public Infrastructure
Street and Road Improvements	Street Improvements: Substandard roads in Apache Shores
	Street Improvements: Lava Lane
Owner Occupied Housing Rehabilitation	Home Rehabilitation
Public Services, Other	Family Support Services Social Work Services Expansion –Travis County HHS/VS Program
Youth Services	YFAC Flex Funding Expansion
Homebuyer Assistance*	Direct Homeownership Assistance
Administration and Planning	Water/Wastewater Improvement Planning
	Analysis of Impediments to Fair Housing Choice

*This project is a medium priority, but due to the tightening of the credit markets and number of foreclosures in the unincorporated areas, this project was selected to offset some of those negative impacts.

Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY 2009 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 3,322 people and 18 neighborhoods are expected to benefit from the projects identified in the PY06, PY07, PY08 & PY09 Action Plans. For Program Year 2009, 1,874 people have benefited from these funds.

It is important to note that in many cases the impact of the projects will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until approximately the year 2015. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and the households have purchased the homes. The table summarized below identifies the goals and objectives, and the expected and actual number of people served during the past program years.

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Figure 11: Summary of Specific Objectives (HUD Table 1 C)

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Street Improvements: Substandard Roads in Apache Shores	Public Facilities	PY06 & 07 CDBG	▪ # people receiving new service, # people receiving improved service, # people served (per LMI levels)	2006	1710	0	0%
				2007	0	0	0%
				2008	0	0	0%
				2009	0	1710	100%
				2010			
			Multiyear Goal		1710	1710	100 %
Family Support Services Social Work Services Expansion	Public Services, Other	PY07 CDBG	▪ Number of people who benefited	2006	N/A	N/A	N/A
				2007	100	71	71%
				2008	100	137	137%
				2009	120	164	136%
				2010			
			Multiyear Goal		320	372	116%
Street Improvements: Substandard Road Lava Lane*	Not Applicable	PY06 CDBG	▪ Number of people who will benefit	2006	N/A	0	N/A
				2007	1297*	0	0%
				2008	0	0	0%
				2009	0	0	0%
				2010			
			Multiyear Goal		1297	0	0%
Water/Sewer Improvements: Northridge Acres Water Improvements	Public Facilities	Travis County PY06 CDBG & 4 other sources of funds	▪ Number of people who will benefit	2006	158	0	0%
				2007	0	0	0%
				2008	0	173	109%
				2009			
				2010			
			Multiyear Goal		158	173	109%
DH-2 Affordability of Decent Housing (Outcome/Objective)							
Owner Housing - Production of New Units: Land Acquisition	Owner Housing	PY06 & 07& 08 CDBG	▪ Number of housing units constructed	2006	10	0	0%
				2007	7	0	0%
				2008	20	0	0%
				2009	0	0	0%
				2010			
			Multiyear Goal		37	0	0%
DH-3 Sustainability of Decent Housing							
Homeowner Rehabilitation	Owner Housing	PY 08 CDBG	▪ Number of housing units rehabilitated	2006	N/A	N/A	N/A
				2007	N/A	N/A	N/A
				2008	5	0	0%
				2009	8	0	0%
				2010			
			Multiyear Goal		13	0	0%
SL-3 Sustainability of Living Environment (Outcome/Objective)							
Planning	Not applicable	PY 07 CDBG	▪ Other – number of neighborhoods assessed	2006	N/A	N/A	N/A
				2007	15	0	0%
				2008	3	0	0%
				2009	0	0	
				2010			
			Multiyear Goal		18	0	0 %

* The Lava Lane project is funded out of reprogrammed PY 2006 monies, but was allocated in August 2008 during PY 2007.

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The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The outcome/objective numbers stand for the following:

Figure 12: Numbering System for Outcome and Objective Coding

Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Expenditures and Leveraged Resources for Program Year 2009

Overall Expenditures

During PY09, spending occurred in six different projects and progress was made in moving forward with the remaining two. Of the funds available to the eight activities \$824,792.27 was spent, per HUD's data management system called, IDIS.

Figure 13: CDBG PY09 Summary Financial Report from IDIS

CDBG Program Year 2009 Summary Financial Report	
Carryover from PY08	\$1,889,737.76
PY09 CDBG Entitlement Grant	\$866,380
Total CDBG Funds Available for PY09	\$2,756,117.76
PY09 Funds Committed	\$2,756,117.76
PY09 Funds Expended	\$824,792.27
Carryover to PY10	\$1,931,325.49
HUD Timeliness Ratio	2.22

Expenditures per Project

Figure 14 summarizes the budgeted funding, the expended funds and the percent expended in for each of the projects.

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Figure 14: Summary of PY09 Expenditures by Project

Project	PY 09 Budgeted Funding Available	Expended during PY 09	Percent Expended	**PY09 Cap Percentages
▪ Owner Housing: Production of New Units	PY06: \$250,000	\$18,039.88	1.9%	N/A
	PY07: \$195,518			
	PY08: \$500,000			
▪ Home Rehabilitation	PY08: 106,136	\$0	0%	N/A
	PY09: \$130,000			
▪ Street Improvements	PY06*: \$292,171.85	\$606,017.29	85%	N/A
	PY07: \$418,618.16			
▪ Homebuyer Assistance	PY09 \$528,000	\$0	0%	N/A
▪ Public Services, Other	PY09: \$74,300	\$69,893.27	94%	8%
▪ Youth Services	PY09: \$32,100	\$0	0%	
▪ Administration & Planning	PY09: \$156,280.00.	\$130,841.83	56.5%	15%
Total	2,683,124.01	824,792.27		

*Includes \$83,659 of reallocated funds from PY 2006 Public Service funding through Action Plan Amendment, August, 2008.

** Regulations require that no more than 20% and 15% of funds of any one grant year be spent on Administration & Planning and Public Services, respectively. This calculation takes the total dollars spend during the program year divided by the program year's allocation amount to determine the percentage of funds spent and to demonstrate compliance.

Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in August 2008, and will continue to

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occur every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. Travis County did not meet its first three timeliness tests and received a timeliness policy exception from HUD in October 2009 & September 2010. In 2010, this delay was the result of a land acquisition deal that did not receive site approval, so an alternate site had to be located. The CDBG office completed the land acquisition project on 10/13/2010, valued at over \$900,000, which allowed the County to come into compliance with timeliness for the first time with a ratio of 1.22.

Leveraging Resources

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County was successful in using HUD's CDBG funds to leverage additional monies from private and public sources. For the Northridge Acres Water Improvement project, Travis County partnered with the Texas Water Development Board, Williamson County (CDBG), the Office of Rural Community Affairs, and the City of Austin, each of whom invested dollars in this project. In addition, Travis County absorbed all of CDBG's administrative and planning costs to maximize the community impact of CDBG funding. The following table summarizes the amount of dollars leveraged:

Figure 15: PY09 Leveraged Resources

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent during PY 2008
Family Support Services Social Work Services Expansion	Best Single Source (General Fund rent assistance program)	To-be-determined	\$1,400.00
	Youth and Family Assessment Center (flexible funding)	To-be-determined	\$7,553.50
Administration and Planning of CDBG	Travis County General Fund	To-be-determined	\$100,173.00
Total Leveraged Funding			\$109,126.50

Managing the Process

Comprehensive Planning

The Travis County Health and Humans Services & Veterans Service (HHS/VS) Department has a Research and Planning (R&P) Division tasked with much of the comprehensive planning for the department, both internally and externally with community partners. The R&P Division focuses on different issue areas including basic needs, workforce development, child and youth services (with particular emphasis on early childhood education), public health (particularly HIV/AIDS), behavioral health as well as efforts to organize the community

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around support for the elderly and immigrants. Additionally, the Division provides information services to inform decision making in the HHS/VS Department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community-based organizations and focused research and analysis upon request.

CDBG makes requests of the Research and Planning Division for technical assistance, as needed, to assist with data collection, resource development and planning in the areas related to housing, homelessness and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

Over the Program Year 2009, the CDBG staff, and in collaboration with the R&P Division, when noted, have participated in the following comprehensive planning efforts:

Homelessness

CDBG staff represent HHS/VS in the Ending Community Homelessness Coalition (ECHO). This membership provides staff the opportunity to be involved in the issue area, to advocate for the homeless population found in the unincorporated areas, to identify service strategies and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual homeless count. CDBG staff participated in the Independent Review Team for the Continuum of Care applications, the Count Committee, the Program & Evaluation Committee and the Annual Count in January 2010. Additionally, for the Homeless Count Committee, CDBG staff assisted in the development of a website called traviscountyhomelesscount.org, and worked with Travis County media to create a volunteer training video and manual.

Resource Development

The Research and Planning Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last program year, CDBG staff and R&P kept one another informed about federal, State and local funding streams and new monies that came down through various systems including stimulus funds.

Additionally, CDBG staff is a part of an inter-departmental group which focuses on resource development and grant-related processes.

Affordable Housing

CDBG staff attended several meetings over the last program year related to affordable housing including meetings with the City of Austin's Neighborhood Community and Housing Development Department, the CSH Texas Re-Entry Best Practices Committee, and the Permanent Supportive Housing planning. Additionally, CDBG staff presented at a Housing Forum sponsored by Austin Travis County Integral Care. While there is not a formal planning

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body which focuses solely on affordable housing, several planning groups and coalitions have housing-related committees due to the cross-cutting nature of the issue area. Staff will continue to attend these meetings as appropriate.

Additionally, the CDBG staff has discussed the possibility of collaborative efforts around housing market studies and consolidated planning requirements with the City of Austin and some of the neighboring CDBG entitlements in a five County area in order to reduce costs and look at affordable housing with a regional lens. The County was off cycle with the City of Austin to move forward with such a collaboration in PY 14; therefore, the County will complete a 3 year Consolidated Plan rather than a 5 year Plan so that the City and County will be on the same cycle.

Foreclosures

During the program year, CDBG purchased foreclosure data, and R&P has been analyzing it. This data was presented in the PY 2009 & PY 2010 Action Plans. CDBG anticipates continuing to work collaboratively through participatory research in this area to ensure a consistent message on the issue.

Water/Wastewater Planning

In response to the citizen participation process and the public's need for water/wastewater public infrastructure, a planning project was established during the program year. Please refer to the "Status of Projects" section of this report for a detailed description of progress made this year in collaboration with TNR, the Travis County's public works department.

Next Consolidated Plan

In anticipation of the next Consolidated Planning cycle, the CDBG office has created a preliminary plan for its development. The 2011-2013 Con-Plan will consist of the following parts: 1) a Community Needs Analysis, 2) a Housing Market Analysis, 3) a Strategic Direction, 4) an Action Plan for PY 2011 and 5) an Analysis of Impediments to Fair Housing Choice.

In PY 2010, the processes for conducting the housing market analysis, the analysis of impediments to fair housing choice, and other community needs analysis will continue. The strategic direction based on analysis and public input will be developed. There will be ample opportunities for the public to provide input and make comments. The strategic direction will be ready for the prioritization of PY11 projects, and the Consolidated Plan as well as the PY11 Action Plan will be submitted to HUD in August 2011.

Board, Commission and Association Involvement

Staff from different divisions of the HHS/VS department, including CDBG and R&P are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its

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most vulnerable residents, but also to be a resource to the community, offering data and analysis, grant-writing skills, contacts with influential businesses, community and government leaders, and knowledge of government-funded program opportunities.

Compliance with Certifications

Travis County carried out all planned actions described in the five year HUD – approved Consolidated Plan, including:

- ♦ Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration, public services and public infrastructure.
- ♦ Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.
- ♦ Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

Anti-Displacement and Relocation

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, non-profit organizations and farms).

Travis County's policy on displacement, at present, is to not fund projects that displace persons. Travis County did not demolish or rehabilitate real property with PY 2009 funds. Travis County purchased three parcels related to right-of-way, but these transactions were voluntary and did not displace anyone.

Specific Activities

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of responses to the required questions.

- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year.
- **Low/Mod Limited Clientele Activities:** Travis County planned two low/mod limited clientele activities during the 2009 program year – two public service projects, but only implemented one. The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table title “Benefit to Low and Moderate Income Persons by Project” to see the breakdown of clients by income level.

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- **Housing Rehabilitation:** Travis County funded housing rehabilitation activities during PY 2009, but did not implement or rehabilitate any housing units during the program year.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

Fiscal Related Items

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of responses to the required questions.

- **Program Income:** Travis County did not receive any program income during the 2009 program year.
- **Prior Period Adjustments:** Travis County did not have any prior period adjustments for the 2009 program year.
- **Loans and Other Receivables:** Travis County did not have any loans or other receivables during the 2009 program year.
- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the 2009 program year.

Monitoring

As the lead agency for the development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

Frequency and Results of Monitoring Activity

Sub-recipients

Travis County engaged one sub-recipient for the land acquisition project. A desk review of the environmental assessment by CDBG staff identified a problem with the land of interest, and as

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a result, site approval was not given. An alternate site was identified, and purchased 13 days after program year end. Throughout the process, CDBG staff kept in close communication with the sub-recipient's project manager, as well as Travis County staff from several departments, to enable the land purchase.

Contractors

During the reporting period, Travis County worked with a construction contractor for the Apache Shores Street Improvement project and a design consultant for the Lava Lane Street Improvement project. For the construction contract, the Purchasing Office conducted Davis Bacon interviews and collected certified payroll of workers employed for the conduct of the water improvement project, reviewed invoices for accuracy and compliance with both of the executed contracts, and completed the required reports for each project.

Internal Travis County Departments

For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

- ♦ Meets with each project manager and relevant project-related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs, and compliance issues.
- ♦ Reviews any request for purchase prior to HHS/VS department approval.
- ♦ Reviews all Request for Qualifications, Request for Proposals, Request for Services, Invitations for BID and contracts prior to the release by the Purchasing Department.
- ♦ Requests technical assistance from HUD, as needed, on behalf of each project.
- ♦ Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- ♦ Verifies and documents target area, and service area eligibility, monitoring documentation on a quarterly basis.
- ♦ Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

CDBG staff completed a variety of monitoring tasks for each project. During the program year, no funds were provided to sub-recipients; therefore, the summary below identifies the monitoring activities for internal Travis County CDBG projects:

Street Improvements: Substandard Roads in Apache Shores

- ♦ Kept in communication with the project manager.
- ♦ Participated in the mandatory pre-bid and pre-award meeting to ensure compliance with grant requirements.
- ♦ Kept in communication with Purchasing regarding Davis Bacon compliance issues.
- ♦ Reviewed draws prior to requesting reimbursement from IDIS.

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- ♦ Facilitated expedited draws through the Auditor's Office to ensure spending down of funds.

Land Acquisition Project with Austin Habitat for Humanity, Inc. (AHFH)

- ♦ Kept in communication with the project manager.
- ♦ Provided data base information on available subdivisions, reviewed options as AHFH identified possible alternate sites.
- ♦ Contracted with an environmental consultant to complete the environmental assessment.
- ♦ Provided technical assistance on contract language, timelines, etc. to keep the project moving.
- ♦ Worked with County Departments to ensure that the wire transfer and loan documents were completed.

Street Improvements: Lava Lane

- ♦ Kept in communication with the project manager.
- ♦ Reviewed draws prior to requesting reimbursement from IDIS.

Public Services, Other: Family Support Services Social Work Services Expansion

- ♦ Provided technical assistance and worked out service delivery issues as needed.
- ♦ Reviewed client files in February 2010 and made very minor recommendations for improvement. The program is running very smoothly.
- ♦ Reviewed quarterly performance reports.
- ♦ Reviewed and approved all Authorizations to Purchase and travel and mileage requests prior to submission to financial services.

Water/Wastewater and Other Project Planning

- ♦ Kept in communication with the project manager.
- ♦ Shared information on additional neighborhoods as needs were identified.

Results of Monitoring Efforts

As a result of the monitoring efforts made, staff was able to identify and address potential issues surrounding compliance with different projects.

- ♦ Staff provided review and technical assistance to the land acquisition project. The assistance resulted in the identification of a new site and being within 13 days of closing by program year end.
- ♦ Technical assistance was provided to the public service project for some very minor recommendations.
- ♦ All Davis Bacon compliance issues were handled appropriately.

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- ♦ Staff successfully completed a HUD programmatic, fiscal and procurement monitoring review of the CDBG program with no findings and one concern regarding timely spending.

Institutional Structure and Coordination

Effective implementation of projects during the Program Year 2009 involved a variety of key stakeholders. Coordination and collaboration within the Travis County government and between agencies was instrumental in ensuring the needs in the community were addressed effectively. The departments and agencies involved in the implementation of the projects are described below.

Internal Travis County Departments

The CDBG office engaged several Travis County departments to ensure efficient and effective project planning, management, and implementation. Those departments with key roles in the execution of the projects included the Health and Human Services & Veterans Service Department (HHS/VS), the Commissioners Court, the Transportation and Natural Resources Department (TNR), the County Attorney's Office, the County Auditor's Office and the Purchasing Office.

Health and Human Services & Veterans Service Department

The HHS/VS department is the lead county agency responsible for the administration of the County's CDBG funding. This department has the primary responsibility of assessing community needs, developing the Consolidated Plan and yearly Action Plans, managing project activities in conjunction with other county departments and community partners, administering the finances, and monitoring and reporting. The CDBG office is located in the Executive Manager's Office within HHS/VS. HHS/VS reports to the Travis County Commissioners Court for oversight authority.

The CDBG office worked with the Research and Planning Division (R&P) within HHS/VS in the areas of community planning, data collection, and resource development. The CDBG office will continue to keep R&P informed about HUD funding streams and continue to work collaboratively identifying and sharing relevant data to ensure a consistent message on emerging issues such as changing housing needs and foreclosure.

In particular the CDBG office worked with the R&P Division to map and quantify the foreclosures to get a sense of the extent and nature of the problem. The CDBG office will continue to work on better understanding the extent of foreclosures in Travis County, and determine what, if any, continued investments are needed to strengthen the housing market.

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Additionally, the Family Support Services (FSS) Division of HHS/VS managed the CDBG public service project. FSS also manages the seven Travis County Community Centers which provide a key access point for the public to access CDBG information. The CDBG office thus works closely with the Division to ensure the public's access to CDBG documents and encourage outreach and citizen engagement through the Centers.

Travis County Commissioners Court

The Commissioners Court is made of four elected commissioners, one to represent each county precinct and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court made all final decisions about CDBG fund allocations.

Transportation and Natural Resources Department

The Transportation and Natural Resources Department (TNR) and the CDBG office worked closely to coordinate environmental review functions, project planning, implementation and GIS mapping. TNR and CDBG employees have been trained in environmental regulations. This cross training of both departments allows for quality review and peer consultation.

In addition, as part of the project funded with PY07 & PY08 funds, the CDBG office worked closely with a CDBG-funded Senior Engineer whom the TNR office hired to finalize a preliminary assessment of areas that need water/wastewater improvements. The CDBG office and the Senior Engineer have and will continue to coordinate the preparation of project scopes, eligibility, cost estimates, and project design. The Senior Engineer also played an active role in the implementation of CDBG projects that are managed by TNR such as the street improvement projects of Apache Shores and Lava Lane.

The County Attorney's Office

The County Attorney's Office creates and reviews legal agreements as well as provides legal advice and consultation. They created templates to assist with CDBG procurement procedures, related consultant services, subsequent construction documents, and templates for sub-recipient agreements. This type of collaboration is expected to continue during the implementation of the PY10 Action Plan.

The County Auditor's Office

The Auditor's Office provides fiscal oversight for the County including the arrangement of the Single Audit. Over the program year, the Grants Division completed quarterly financial reports, reviewed and approved draw-downs from IDIS and reviewed all agreements for fiscal compliance. Additionally, the Auditor's Office will monitor fiscal compliance of sub-recipients. This type of collaboration is expected to continue during the implementation of the PY10 Action Plan.

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Purchasing Office

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. The office received a position funded by the Travis County general fund in 2006 to support CDBG and programs of the Texas Department of Transportation (TxDOT) - two new streams of federal funding. This approach supports compliance with common federal standards and promotes efficiencies within the County. In addition, this position ensures compliance with required labor standards and submits related reports to the CDBG office. The collaboration between the two offices is also expected to continue during the implementation of the PY10 Action Plan.

Public Sector and Non-Profits

During the implementation of the PY10 Action Plan, the Travis County CDBG office coordinated with a variety of local non-profits and governmental entities activities related to project and grant management and community planning. The following list provides some examples of the type of engagements the Travis County CDBG office had with the public and other sectors:

- ♦ Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation;
- ♦ Coordination with the Travis County Housing Finance Corporation to create a foundation (program guidelines, etc.) for the CDBG funded First Time Homebuyer Assistance Program;
- ♦ Met with the new Executive Director of the Housing Authority of Travis County to discuss potential collaborations;
- ♦ Coordination of planning efforts for affordable housing and ending homelessness initiatives with local stakeholders including coalitions of not-for-profits, the City of Austin, and regional organizations.

During the implementation of the PY10 Action Plan, additional engagements are anticipated such as:

- ♦ Partnerships with local Community Housing and Development Organizations (CHDOs), non-profits, and other community development and housing providers to explore options for community development and public service projects and leverage other federal, state, local and private funding.
- ♦ Coordination of planning efforts with the Travis County Housing Authority and Travis County Housing Finance Corporation for affordable housing programs in the unincorporated areas of the county;
- ♦ Engagement of other municipalities in Travis County for future collaboration in the areas of community development and housing activities.
- ♦ Coordination of planning efforts with different entities in the Austin metropolitan region such as of the City of Austin and other cities in the county, for areas such as

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combining future efforts in the development of documents such as comprehensive Analysis of Impediments to Fair Housing Choice and a comprehensive Housing Market Study for the county/region.

Consortium Member Cities

At this time, Travis County's jurisdiction does not include consortium member cities.

Public Engagement

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006 and it was amended on July 20, 2010. The approved CPP identifies the strategies and structure to fully engage the community.

Development of the PY 2010 Action Plan

Travis County held a total of seven public hearings to provide input and comments on the proposed usage of PY10 funding as documented in the PY10 Action Plan. During the months of February and March 2010, the County held five public hearings specifically to solicit input for the use of CDBG funds. In addition, during the months of June and July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the proposed uses of CDBG funds. For a detailed version of the public participation activities and comments received please refer to the PY10 Action Plan.

PY 2009 CAPER

During the week of November 8, 2010, Travis County published a Public Notice announcing the availability of the PY 2009 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers that target the unincorporated areas of Travis County. A copy of the notice may be found in *Appendix B* in English (Attachment A) and Spanish (Attachment B). Public notices were also posted at the Travis County Community Centers, Travis County television and on the Travis County Website.

Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 30, 2010. After presentation to Travis County Commissioners Court, the CAPER was posted for public review and written comments prior to approval by the Travis County Commissioners Court.

The comment period began December 1, 2010, and ended December 15, 2010. Additionally, a public hearing was held at Travis County Commissioners Court on December 7, 2010. The public had the opportunity to submit comments on the CAPER in writing via email, postal

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mail, or verbally at the public hearing. The final CAPER was posted on the Travis County CDBG website (www.co.travis.tx.us/CDBG). Copies of the full document were also available for review at the seven Travis County Community Centers.

Summary of Citizen Comments on the CAPER

No written comments were received during the 15 day comment period. Two comments were received during the public hearing on December 7, 2010 held at the Travis County Commissioners Court. The summary of the comments is as follows:

- One resident requested that street improvements to the Lake Oak Estates neighborhood be considered in future years.
- One resident commented regarding his employment situation with Austin Community College (ACC).

Responses to the comments include:

- The Lake Oak Estates project is on the project list and has been since 2008, however, a primary survey must be conducted to determine whether or not the area is eligible for CDBG grant funds. A primary survey is expected to be completed within the first quarter of 2011.
- The resident who discussed his termination from ACC was ruled out of order by the County Judge as the comments were not related to the CDBG annual report and are not accepted as a part of the report.

Evaluation of the CDBG Program

Evaluation of Overall Performance

The Travis County CDBG Program has come a long way since its inception in October 2006, developing the systems that support the management of the grant and compliance with HUD regulations. Although no funds were spent during the first program year and during the second year, funds were spent, but no projects were closed, the third year demonstrated great progress in moving forward to increase impact, performance and spending. The CDBG office will continue to establish the necessary systems in place to ensure program effectiveness.

The program continues to feel the impact of the delay, due to an allocation error the first year, especially in the area of timeliness of spending, however, with the completion of the Apache Shores project and the land acquisition complete, the program will probably get caught up with the implementation of projects over the course of PY 2010.

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Strengths

Over the course of its first four program years, Travis County has gained significant knowledge and experience in the administration of the CDBG program, investing much time in the development of systems for CDBG processes, the collaboration of numerous county departments, and the application of federal regulations. Additionally, staff has sought out training opportunities to increase knowledge of the CDBG staff and staff within County departments. Staff has determined that training, networking and having an excellent understanding of terminology and internal systems strengthen the implementation of projects.

During the 2009 program year, staff continued to work with Departments, evaluate systems, identify weaknesses and work on improvements to address areas of concern. As mentioned previously, the program received an excellent monitoring report after its first comprehensive monitoring report.

Additionally, each County Department involved with CDBG projects is extremely cooperative in communicating status of projects, issues, challenges and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

Challenges

Project selection and foundation building to support contracted services have proven to be the key barriers to implementing projects and to spending funds timely. With regard to project selection, choosing infrastructure and land acquisition projects were more difficult to implement than anticipated for different reasons. Infrastructure projects take up to 36 months to expend funding. Due to the expensive nature of the infrastructure projects, tying up large amounts of funding for 36 months proves a challenge for achieving timeliness. Land acquisition, on the other hand, can expend large amounts of funding quickly, but the regulations surrounding this type of activity are complicated and take time to learn.

Foundation building is also a key challenge due to the time it takes to understand regulations, build CDBG knowledge within the County, and develop the contracts and other legal documents to support activities. CDBG comes with a reputation of being complicated and cumbersome; therefore, county staff involved with the program is more cautious before approving items and moving forward with expenditure of funds.

Additionally, in PY09, CDBG had one of its two full time grant administrative staff resign which slowed down the implementation of the homebuyer assistance, home rehabilitation and analysis of impediments projects. A new full time and a new part time staff are anticipated to be hired in January 2011.

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Goals for Improvement

Staff has identified the following goals for improvement:

1. Continue to look for training opportunities to support knowledge gain to increase grant management skills and CDBG knowledge for County staff.
2. Use consultants to improve project performance and complement limited CDBG staff expertise or time.
3. Increase knowledge of internal Travis County systems to find the fastest and most efficient ways to implement projects.
4. Fund infrastructure projects in manageable pieces.
5. Fund projects that can be completed within 12-18 months.
6. Reduce the number of new types of projects to be implemented and fund the types of projects that we are developing expertise in for the next 2-3 years.



Travis County

Section II: Housing and Services for the Homeless

Consolidated Annual Performance
and Evaluation Report (CAPER)
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October 1, 2009 – September 30, 2010



-Prepared by Travis County Health and Human Services & Veterans Service

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CDBG Housing Investments

Travis County did not complete any housing units during the reporting period. The CDBG land acquisition project purchased land for affordable housing development with housing units anticipated on the property on or before March 2012. Refer to the Status of Projects section of this report to learn more about the specifics of the project.

The following figure, a table required by HUD, identifies the priorities the County assigned to the housing activities for renters or owners and the populations with special needs for the Consolidated Plan period 2006-2010. The priorities and goals were assigned in 2006 with limited data so they only represent estimates.

**Figure 16: Summary of Housing Priority Needs for 2006-2010
and PY 2009 Accomplishments**

Housing Priority Needs and Accomplishments Summary								
Priority Housing Needs (Households)		Priority Need Level (High, Medium, Low)		5 Year Goals	PY 2006 Numbers	PY 2007 Numbers	PY 2008 Numbers	PY 2009 Numbers
Renter	Small Related	0-30%	High	2	0	0	0	0
		31-50%	High	1	0	0	0	0
		51-80%	High	2	0	0	0	0
	Large Related	0-30%	Medium	0	0	0	0	0
		31-50%	High	1	0	0	0	0
		51-80%	High	1	0	0	0	0
	Elderly	0-30%	High	1	0	0	0	0
		31-50%	High	0	0	0	0	0
		51-80%	Medium	0	0	0	0	0
	All Other	0-30%	High	1	0	0	0	0
		31-50%	High	1	0	0	0	0
		51-80%	High	2	0	0	0	0
Owner		0-30%	High	20	0	0	0	0
		31-50%	High	15	0	0	0	0
		51-80%	High	31	0	0	0	0
Special Needs				N/A	N/A	N/A	N/A	N/A
Total Goals				68	0	0	0	0

Overview of Housing Services supported by Travis County

In addition to CDBG, Travis County addressed the housing needs of its residents in PY08 through diverse strategies that included the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs and owner-occupied assistance programs. These services were either directly delivered by County departments, affiliate entities or by contracted not-for-profit agencies.

Travis County HHS/VS Housing Services

The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, the City of Austin and the Travis County General Fund. In the reporting period, a total of 603 county residents received energy saving and emergency repair assistance. The assistance was distributed in the following manner:

- ♦ 138 low-income homeowners and renters were helped to meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Labor.
- ♦ 84 low-income homeowners and renters were helped to meet energy savings through the federally funded ARRA Weatherization Assistance Program (WAP) administered by the State of Texas.
- ♦ 131 extremely low-income and very-low income homeowners and renters were assisted through the state-funded Comprehensive Energy Assistance Program (CEAP), which replaces or repairs energy using devices such as refrigerators, air conditioners and heating systems. This activity aims to improve energy efficiency and reduce heating and cooling costs.

Travis County HHS/VS Family Support Services Division

The Family Support Services (FSS) Division provides rent and mortgage assistance as well as utility assistance to stabilize housing for 30 days. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), the Comprehensive Energy Assistance Program and a variety of local electric and gas utility providers. The services provided by the FSS division are reported under the Homelessness Prevention section of this report.

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Other Travis County HHS/VS Divisions

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.

Travis County Housing Finance Corporation

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership opportunities, including down payment assistance to first-time homebuyers who meet certain income requirements. In addition, the Corporation issues tax-exempt bonds to finance the construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families. Finally, the Housing Finance Corporation has partnered with Travis County Health & Human Services Family Support Services Department to operate a Tenant Based Rental Assistance Program through the State of Texas HOME Funds. During the reporting period:

- One first-time homebuyer received a forgivable loan to purchase a home in the City of Manor, Texas. The \$8,325 loan was made to a homebuyer whose income was below 80% of the Austin area median family income.
- Five families received forgivable loans to purchase foreclosed homes located in the unincorporated areas of Travis County. The amount provided totaled \$113,782. All the homes are located in the unincorporated areas of Travis County. The families' income was less than 80% of the Austin area median family income.
- Two families received 0% mortgages to purchase homes in the unincorporated parts of Travis County. Both families had income less than 50% of the Austin area median family income.
- Nineteen families are participating in the Tenant Based Rental Assistance Program with a waiting list until more grant funds are secured. \$240,105 has been committed and \$149,601 has been spent. Additionally, two families have “graduated” to self sufficiency and do not need additional assistance.

The Housing Authority of Travis County

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program, three Shelter Plus Care Projects and a Lease-Purchase program.

The public housing sites have a total of 105 housing units while the Shelter Plus Care projects provides rental assistance for homeless people with chronic disabilities in the Austin-Travis

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County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence. These Public Housing and Shelter Plus sites are all located in the incorporated areas of the county.

In the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. HATC also operates a Lease-Purchase program to provide homeownership opportunities for prospective homebuyers who can afford monthly mortgage payments, but do not have funds for a down payment and/or closing costs or the credit standing to qualify for a loan.

Over the last year, a change in management has occurred at the Housing Authority after an unfavorable HUD audit. CDBG staff have met with the new management to discuss opportunities to collaborate and to improve both programs cooperation.

Barriers to Affordable Housing

Many factors impact affordability of the housing stock in the unincorporated areas of Travis County. The high cost of living and the demand for land and housing create a lack of affordable housing for very low- and low-income households. Outlined below are the barriers to affordable housing identified through the 2006-2010 Consolidated Plan's needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

Lack of Funding for Affordable Housing

Travis County's Housing Finance Corporation currently has funding and programs in place to increase affordable home ownership through first-time homebuyers down payment assistance and bond programs. While this funding creates opportunities to increase housing affordability, poor credit scores and other factors make it difficult for low to moderate-income families to qualify for mortgage loans. The majority of Travis County residents with a housing cost burden are renters. Not enough funding exists to subsidize renters to make rents more affordable. In PY09, CDBG funded shared appreciation gap financing and down payment assistance were funded and implementation of those programs are anticipated in PY10.

High Cost of Housing, Land and Infrastructure

The high cost of housing, land and infrastructure makes homeownership and rents unaffordable to many of Travis County's low-income families. For residents with low- to moderate-income, the availability of homes at affordable prices is dwindling. Land was acquired in October 2010 to assist with removing this barrier.

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Building Codes, Zoning Provisions, Growth Restrictions and Fees

At this time, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas. The Travis County Commissioners Court is currently exploring ways the county can expand its land use authority in the unincorporated areas.

Environmental Regulations

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System and the Wetland regulations. Texas rules include regulation for the installation of septic systems and for development over the Edwards Aquifer. These regulations may increase costs for development, affecting affordability. When possible, land identified for purchase will target areas where environmental costs will not substantially increase the cost of housing.

Addressing Barriers to Affordable Housing

Refer to previous section to see Travis County's investments in promoting affordable housing.

Impediments to Fair Housing Choice

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an analysis of impediments to fair housing choice and by taking actions to overcome the identified impediments. Given the County's limited history of administering the grant (since October 2006), the complexities of conducting a thorough analysis, and the limited staff resources, the CDBG office of Travis County developed a preliminary analysis to lay the ground for a more comprehensive analysis to be conducted by a consultant with PY10 funds. The new AI will be ready by Summer of 2011.

The preliminary analysis highlights the impediments identified by the City of Austin in the analysis they published in February, 2005. Since much of the analysis conducted by the city, used county data, the impediments can be expected to hold in other areas of the county including non-incorporated areas. The identified impediments are the following:

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- Lack of accessible housing to meet the need of the disabled community throughout the county;
- Lack of affordable housing;
- Discrimination of minorities in housing rental and sales market;
- Misconception by property managers concerning family occupancy standards;
- Predatory lending practices;
- Disparity in lending practices;
- Failure of mortgage lenders to offer products and services to very low-income and minority census tracts people;
- Insufficient financial literacy education;
- Insufficient income to afford housing.

The analysis of impediments that will be conducted in PY10 will reveal to what extent the impediments mentioned are applicable to the county as a whole, as well as any other impediments that might be unique to the unincorporated areas. The analysis will also include a specific fair housing action plan to address those impediments.

Travis County currently addresses fair housing issues in the following manner:

- The CDBG webpage on the Travis County website now has a page focused solely on fair housing and referrals to report fair housing violations.
www.co.travis.tx.us/health_human_services/CDBG/FairHousing/fair_housing.asp
- In PY09, the entire CDBG website was translated into Spanish.
- A TV ad is continuously run by the Travis County television channel referring those that have felt they have experienced housing discrimination to contact the CDBG office for further information.
- Part of the CDBG investments are aimed to increase affordable owner housing.
- CDBG and Travis County General Fund investments are made in basic needs and case management which can address issues such as financial literacy, underemployment, and access to federal benefits. All of these areas can help residents with opportunities to increase their income and their access to housing.
- Funding of social services from the Austin Tenant's Council (ATC) and Texas Rio Grande Legal Aid, Inc. ATC provides information about housing rights and advocacy to protect the housing rights of low income and minority residents of Travis County. Texas Rio Grande Legal Aid, Inc. provides legal assistance to obtain or preserve safe, decent, and affordable housing for clients facing eviction and/or homelessness. During the program year over \$198,000 was invested in County General Funds which provided service to over 9800 people.
- The Family Support Services Division, which operates within HHS/VS, addresses issues of possible fair housing discrimination by referring clients to these organizations.

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In spite of these efforts, the County needs to develop a comprehensive action plan to identify and address all of the impediments. The Analysis of Impediments study will allow the County to target efforts to reduce discrimination and barriers to affordable housing through advocacy, policy change and strategic investments.

Homelessness

Planning Efforts to End Homelessness

Travis County is a member of the Ending Chronic Homelessness (ECHO) Coalition whose mission is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The coalition is comprised of four committees: Planning & Evaluation, Prevention, Exiting, and Event/Community Education. These committees in turn have subcommittees. Regular monthly meetings for each committee/subcommittee are held, and plenary meetings for all ECHO members are held quarterly.

Travis County CDBG staff joined ECHO's Planning and Evaluation Committee during PY07 and since then has participated in a number of subcommittees including the Count and Survey sub-committee in charge of the annual homeless count, and the Independent Review Team that reviews and ranks CoC applications and provides feedback to contracting agencies. Refer to the section on HUD Continuum of CARE (CoC) Funding for further details on CoC.

Homeless Services

During the 2009 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested \$306,390.18 in general fund dollars via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ♦ 1,035 unduplicated clients received case management
- ♦ 49 unduplicated clients received supportive housing
- ♦ 4,726 adults and children received shelter
- ♦ 139 adults and children were placed in transitional housing
- ♦ 112,436 bed/nights were offered for emergency shelter.

Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests funds through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility

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assistance. During the reporting period, FSS provided over \$ 5,099,000 of General Fund and grant assistance dollars to:

- ♦ 10,266 individuals with emergency rent/mortgage payments to stabilize housing for 30 days
- ♦ 22,518 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests additional dollars through social service contracts focusing on housing stability.

HUD Continuum of CARE (CoC) Funding

Continuum of Care is a funding mechanism by which HUD awards through a national competition grants for the Supportive Housing Program (SHP), Shelter Plus Care (S+C) and the Section 8 Moderate Rehabilitation Single-Room Occupancy (SRO) Program to states, localities and non-profit organizations.

The SHP program provides funding for the development of transitional housing for homeless individuals with disabilities. The S+C program provides rental assistance for homeless people with chronic disabilities (usually severe mental illness, HIV/AIDS, and chronic drug and/or alcohol dependency). All grantees are required to match their federal funding for rental assistance with equal funding for supportive services. The SRO program provides project-based rent subsidies for occupants of single-room occupancy facilities that have undergone moderate rehabilitation.

The Austin/Travis County received approximately \$5 million in HUD Continuum of Care (CoC) funding for the 2009/2010. Part of the funding will focus on projects that qualify as part of the SHP program while the other part will target projects under the S+C programs. Additionally, the CoC received a Samaritan bonus to increase funds for permanent supportive housing.

HOME/ American Dream Down Payment Initiative (ADDI)

Travis County does not receive HOME or ADDI funds at this time.

Emergency Shelter Grant

Travis County does not receive Emergency Shelter Grant funds at this time.

Addressing “Worst Case” Housing Needs

Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median incomes, who pay more than half of their income for housing or live in severely substandard housing.

CDBG Efforts

The implementation of the FSS Social Work program this year provided data to demonstrate the housing needs. More than half of the households served thus far identified having a housing problem (either in need of housing or requiring major housing repairs). CDBG has funded home rehabilitation, homebuyer assistance and land acquisition to support affordable housing development to reduce the cost burden for households at or below 80% MFI.

Travis County Efforts

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during the PY09 a total of 353 county residents received energy saving weatherization and emergency repair assistance.



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Section III: Non- Housing Community Development and Other Actions

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-Prepared by Travis County Health and Human Services & Veterans Service

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Non-Housing Community Development Investments

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and public services in their high priorities for the 2006-2010 period. Within the infrastructure category, water and wastewater projects and street improvement projects were prioritized. For public services, youth services and “Other Public Service Needs” were prioritized. Other public service needs encompasses most public services except youth services, senior services, employment training, child care services, transportation services, substance abuse services, health services and lead hazard screening.

Figure 17: Community Development Priorities Identified for the 2006-2010 Consolidated Plan and Program Years 2006 -2009

Area of Priority	Priority Need Level for the 2006 – 2010 period	Project s for PY 06, 07, 08 & 09	Dollars to Address Needs*	Dollars Spent in PY 2006	Dollars Spent in PY 2007	Dollars Spent in PY 2008	Dollars Spent in PY 2009
Infrastructure							
Water/Sewer Improvements	High	√	\$2,500,000	\$ 0	\$72,297.55	\$127,702.45	\$0
Street Improvements	High	√	\$1,500,000	\$ 0	\$ 0	\$177,868.99	\$606,017.29
Public Service Needs							
Youth Services	High	√	\$250,000	Funds were Re-allocated	NA	NA	\$0
Other Public Service Needs	High	√	\$500,000	\$ 0	\$27,010.28	\$64,020.50	\$ 69,893.27

* “Dollars to Address Needs” refers to how many dollars it would take to make the problem “go away.” This concept is part of a table that is required by HUD. The numbers listed under the “Dollars to Address Needs” are vague estimates that were made in 2006 with limited data, and as such they do not necessarily represent actual figures.

During the past four years, community development CDBG dollars have been allocated to support the improvement of a water delivery system, the improvement of substandard roads and the planning of water and wastewater projects. Refer to the Figure 18 for a summary of CDBG investments in community development for 2006-2009.

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**Figure 18: Overview of Travis County
CDBG Investments in Community Development**

Table 2B: Community Development Needs/Projects		
Community Development Needs/Projects	Priority Need Level	Budgeted in PY06, PY07, PY08 & PY09
INFRASTRUCTURE		
Water Improvements PY06	High	\$200,000
Street Improvements PY 06	High	\$388,659
Street Improvements PY 07	High	\$500,000
Street Improvements PY 09	High	\$60,000
	Total Infrastructure	\$1,148,659
PUBLIC SERVICE		
Other Public Service Needs PY 07	High	\$64,000
Other Public Service Needs PY 08	High	\$64,788
Other Public Service Needs PY 09	High	\$74,300
Youth Services PY09	High	\$32,100
	Total Public Service	\$235,188
ECONOMIC DEVELOPMENT	Low	\$0
PUBLIC FACILITY	Medium and Low	\$ 0
PLANNING		
Water/Wastewater Improvement Planning PY 07	Not applicable	\$ 88,727
Water/Wastewater Improvement Planning PY 08	Not applicable	\$ 108,704
	Total Planning	\$ 197,431
TOTAL CDBG Dollars Invested in Community Development:		\$ 1,581,278

In addition to CDBG projects, the County's infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, onsite sewage

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facilities, transportation planning, and various other projects, totaling approximately \$70,639,854 in PY 2009.

Water and Wastewater Needs

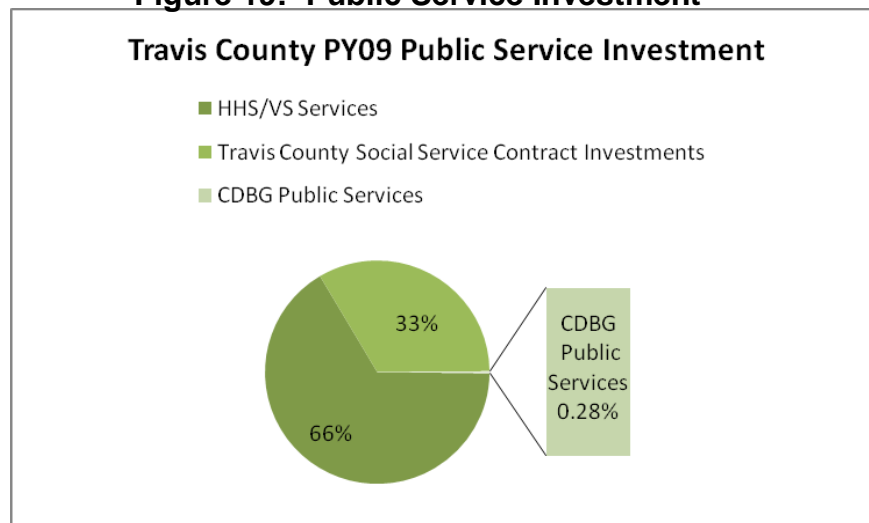
During the last four years, residents have repeatedly presented water and wastewater related issues as a major community need. As a result of lowering water tables, as well as the development occurring in the South and East areas of the County, families are experiencing a shortage of water in their wells. Some families have to truck in water, while others go without this needed resource. The public infrastructure needed to resolve neighborhoods' access to water is costly and requires strategic planning and the creation of partnerships.

During the reporting period, CDBG funded a water/wastewater study of the neighborhoods that have self-identified a need. When completed, the study will provide the County objective and organized data to determine next steps. The planning will also assist in the development of opportunities to leverage funds with public and private dollars to address identified needs.

Anti-Poverty Strategy

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department, whose mission is "to work in partnership with the community to promote full development of individual, family, neighborhood, and community potential." The vision of HHS/VS is "optimizing self-sufficiency for families and individuals in safe and healthy communities." Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in the County.

Figure 19: Public Service Investment



Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency. The County carries out its anti-poverty programs both through the direct delivery of services managed by the HHS/VS Department and by purchasing services from private and not-for-profit

agencies in the community. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders

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in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

HHS/VS contracts annually with over 40 non-profits in the form of social service contracts. During the 2009 program year \$8,379,858 were spent through social service contracts. In addition, during the 2009 program year the HHS/VS Department provided \$16,649,831 in direct public services. Figure 19 summarizes Travis County Public Service Investments during program year 2009 broken down by services contracted out, those delivered with CDBG funds and those delivered by HHS/VS.

HHS/VS began to develop a formal anti-poverty strategy during the 2006 program year. A committee made up of HHS/VS employees from across different divisions met to discuss the development of an anti-poverty strategy led by CDBG staff. In PY10, work will continue to further the development of an official anti-poverty strategy.

CDBG is funding an expansion of a social service program in the unincorporated areas. Through this program, many clients have manifested multiple needs related to housing, health, income and lack of basic services. Housing needs seems of particular importance with more than half of the clients served identifying as a major concern the lack of affordable housing, or the lack of income to maintain a home. In addition, more than half of the clients served so far identified a lack of basic services nearby as a major obstacle. Additionally, about 20% of the households served have been involved with Adult Protective or Child Protective Services during service provision demonstrating the level of case management need and level of intensity of the cases.

The needs of the residents in the unincorporated areas have not been studied and quantified as much as those that live within the city limits. The work of the social services program will continue to identify those needs and will serve as a starting point for a more thorough needs assessment to be conducted during the development of the next CDBG Consolidated Plan.

Non-Homeless Special Needs

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS. Over the five-year strategic direction of the 2006-2010 Consolidated Plan, no specific goals for CDBG are targeted to address non-homeless special needs.

Travis County's HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental

Travis County Program Year 2009 CAPER

organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs.

Services for Elderly & Frail Elderly

Travis County funded \$235,852 dollars worth of services to the elderly and frail elderly through social service contract investments during the reporting period. Services provided include in-home care services, bill payer services, meals, and case management. In-home services included assistance with personal hygiene tasks as well as housekeeping, while bill payer services included assistance with finances and money management. There were:

- ♦ 3,624 unduplicated clients served
- ♦ 1,215 unduplicated clients received case management services
- ♦ 696,587 prepared meals provided
- ♦ 1,560 individuals received in-home services.

Services for Persons with Physical Disabilities or Developmental Delays

Through social service contract investments during the reporting period, Travis County funded \$295,350 dollars worth of services for persons with physical disabilities and developmental delays. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. A total of 2322 unduplicated children and adults were served during the reporting period.

Services for Victims of Domestic Violence

Travis County funded \$236,350 dollars worth of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments in during the reporting period. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. Approximately 39,651 days of shelter and 797 unduplicated adults and children received services during the reporting period.

Services for Persons Living with HIV/AIDS

In PY08, Travis County funded \$444,560 dollars worth of services for persons living with HIV/AIDS (PLWA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 1,796 persons received services including case management, primary medical care retention, client advocacy, medication adherence assistance, food bank assistance, nutritional counseling, home health, prevention, and support groups. Additionally, Travis County provided other services through health and public health inter-local agreements.

Travis County Program Year 2009 CAPER

Lead-Based Paint

During PY09, the CDBG office continued to develop a lead-based paint procedures manual for guiding the implementation of the home rehabilitation project. Prior to contracting for the owner occupied rehabilitation program, the County will finish the manual and follow its guidelines to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September, 1999. The procedures will include notification, identification, and treatment, if necessary.

HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made. The Housing Services Division did not conduct any lead based paint remediation during the 2009 program year.

Specific HOPWA Objectives

Travis County does not receive HOPWA funds at this time.



Travis County

Appendix A: Apache Shores Before & After Pictures

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2009:
October 1, 2009 – September 30, 2010



-Prepared by Travis County Health and Human Services & Veterans Service

Longbranch before start of Project



Longbranch before start of Project



Longbranch at completion of Project



Longbranch at completion of Project



Whitebead Trail before start of Project



Whitebead Trail before start of Project



Whitebead Trail before start of Project



Whitebead Trail at completion of Project



Whitebead Trail at completion of Project



Whitebead Trail at completion of Project



Pima Trail before start of Project



Pima Trail at completion of Project



Crazyhorse Pass before start of Project



Crazyhorse Pass at completion of Project



Red Fox before start of Project



Red Fox at completion of Project





Travis County

Appendix B: Public Engagement

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2009:
October 1, 2009 – September 30, 2010



-Prepared by Travis County Health & Human Services & Veterans Service

Travis County Program Year 2009 CAPER

Attachment A



Travis County Community Development Block Grant (CDBG) Program Public Notice: Invitation to Comment on the Draft of the Program Year 2009 CDBG Annual Report

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County will make available to the public its Program Year 2009 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2009 to September 30, 2010, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

Comment Period and Draft Document

Comments will be accepted for 15 days beginning December 1, 2010 at 8:00 a.m. and ending December 15, 2010 at 5:00 p.m. Beginning December 1, 2010, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 7, 2010 at 9:00 a.m. at Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St, Austin, TX.

Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 or e-mail them to Christy Moffett at christy.moffett@co.travis.tx.us

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

Travis County Program Year 2009 CAPER

Attachment B (Advertisement in Spanish)

Condado de Travis
Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG)
Aviso Público: Invitación para comentar sobre la versión preliminar del
Informe Anual del Programa CDBG para el Año Programático 2009

Como parte del proceso continuo de participación del público del Condado de Travis relacionado con el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2009 conocido como Informe Anual Consolidado de Desempeño y Evaluación (CAPER).

El informe CAPER cubre un período desde el 1º de octubre de 2009 hasta el 30 de septiembre de 2010, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

Período para comentarios y documento preliminar

Se aceptarán comentarios durante 15 días a partir del 1º de diciembre de 2010 a las 8:00 a.m. hasta el 15 de diciembre de 2010 a las 5:00 p.m. A partir del 1º de diciembre de 2010 la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en internet www.co.travis.tx.us/CDBG o estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

Audiencia pública

El público puede hacer sus comentarios asistiendo a una audiencia pública programada para el martes 7 de diciembre de 2010 a las 9:00 a.m. en el edificio Travis County Granger Building, en la sala "Commissioners Courtroom", 314 W. 11th St, Austin, TX.

Envío de comentarios

El público también puede mandar comentarios por correo postal al: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 o por correo electrónico a Christy Moffett al christy.moffett@co.travis.tx.us

Travis County Program Year 2009 CAPER

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 854-3460

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 854-3465.

Travis County Program Year 2009 CAPER

Attachment C *Summary of Public Comments*

No written comments were received during the 15 day comment period. Two comments were received during the public hearing on December 7, 2010 held at the Travis County Commissioners Court. The summary of the comments is as follows:

- One resident requested that street improvements to the Lake Oak Estates neighborhood be considered in future years.
- One resident commented regarding his employment situation with Austin Community College (ACC).

Response to the comments include:

- The Lake Oak Estates project is on the project list and has been since 2008, however, a primary survey must be conducted to determine whether or not the area is eligible for CDBG grant funds. A primary survey is expected to be completed within the first quarter of 2011.
- The resident who discussed his termination from ACC was ruled out of order by the County Judge as the comments were not related to the CDBG annual report and are not accepted as a part of the report.

Full Comments

Angela Roland, Lake Oak Estates Neighborhood Resident, Testimony at the 12/7/10 Public Hearing:

Well, we have three roads that are unpaved in Lake Oak Estates. Two are unpaved that are in the unincorporated areas, and what we're trying to do is initially we started off with Cavalier Canyon. May I show my map here? (She shows a google map.) This is Cavalier Canyon Drive, and it's paved. If you divide this area, this is Lakeway, the city of Lakeway right here. back here is the unincorporated area. So this is paved, and our goal is to have it accepted by the county substandard road program. We need to have Bowling Lane paved, this is unpaved, and from what I understand the reason we need to have it paved is so the school buses can come in and turn around and go back out. Holly Lane, and this is improperly marked., and Covenant Canyon is back here. This is all of Holly Lane and it's completely unpaved. The situation that we have right now is that most of the traffic exits, you know, there are approximately 58 homes -- property owners in the entire area, half of which exit out Cavalier Canyon Drive so there's a tremendous amount of traffic, there's no speed limit here, and we

Travis County Program Year 2009 CAPER

also have the Lake Travis elementary school right here. By the time folks get to this area where the buses turn in, they can be up to 55, 60 miles an hour.

That's just one particular issue. We do have elderly and disabled folks living in this area as well. We're not able to easily get emergency vehicles in. We had a problem with feral dogs in the area and catching them is rather difficult on these washed-out roads and so forth. The city of Lakeway has been helpful in sending out their animal control officers to help us capture them, but like I say, it makes it twice as difficult. I don't know how much time I have here so I'm trying to rush through.

Judge Biscoe: Well, are you asking for these projects to be added to a future?

Yes. We began working with the CDBG in I believe it was -- 2007 or 8. We got started and so we're asking that funding be sent our direction in the future to pave these roads and we do have low-income people living in these areas. we haven't done our survey but I understand we're preparing to do that in January.

So far all the reasons that people enjoy paved roads, you know, dust, transportation, safety, getting the school buses in, economic values, elimination of blight, all those issues, and drainage. we have one -- when this area was paved on bowling lane by the city of Lakeway, there is one resident right in this area who on these tremendous rain storms she's getting water either in her house -- I don't know in its in her house but close so she is concerned so we need to address this. Thank you for your time.

Judge Biscoe: These are on the list of potential projects?

Christy Moffett: They are -- specifically there were three neighborhoods in western Travis County that were not he eligible based on census data so we have to do a primary survey. We have also asked questions of HUD last week as we were trying to draw the areas of benefits to get all three of the primary surveys done in the next year. We're waiting to hear back from them. We had favorable conversation where we think all the issues can be resolved and once we do that we're planning on starting primary surveys in January.

The second resident's testimony is not being included as he was ruled out of order and his comments were not related to the CDBG Annual Report.



Travis County

Appendix C: IDIS Reports

Consolidated Annual Performance
and Evaluation Report (CAPER)
Program Year 2009
October 1, 2009 – September 30, 2010



-Prepared by Travis County Health and Human Services & Veterans Service

Travis County Program Year 2009 CAPER

Attachment A: CDBG Financial Summary Report (CO4PR26)
Will be added to the final report

Travis County Program Year 2009 CAPER

Attachment B: Program Year 2009 Summary of Accomplishments (CO4PR23)

Will be added to the final report

Travis County Program Year 2009 CAPER

Attachment C: Summary of Consolidated Plan Projects (PR06)
Will be added to the final report

Travis County Program Year 2009 CAPER

Attachment D: CDBG Activity Summary Report for Program Year 2009 (CO4PR03)
Will be added to the final report

Travis County Commissioners Court Agenda RequestVoting Session: December 21, 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 Supporting the Children's Optimal Health Association.

- 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)

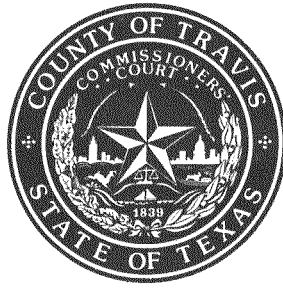
- ___ Bid, Purchase Contract, Request for Proposal, Procurement

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 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court



Resolution

WHEREAS, pursuant to the Texas Uniform Unincorporated Nonprofit Association Act (Chapter 252, Texas Business Organization Code), certain Charter Members have created the Children's Optimal Health Association ("ASSOCIATION"), an association through which organizations in the Austin community may collaborate to share information to identify areas of need, possible causes and potential strategies for resolution to improve the lives of children;

WHEREAS, Travis County ("COUNTY") is one of the primary providers of services to indigent and other qualified members of specified populations of Austin and Travis County;

WHEREAS, COUNTY desires to support and cooperate fully with the efforts of ASSOCIATION and its members to increase the effectiveness of the provision of services to eligible persons, particularly in the areas of health and human services;

WHEREAS, COUNTY already participates extensively with other organizations which work to gather information and make recommendations concerning the coordination and provision of services to eligible residents of COUNTY;

WHEREAS, COUNTY is subject to legal and policy restrictions which might prevent or complicate the ability of COUNTY to participate fully in the activities of the ASSOCIATION as a member, potentially hindering the ability of the ASSOCIATION to move forward with certain projects and programs; and

WHEREAS, COUNTY also desires to maintain participation in ASSOCIATION activities by providing resources and, when determined feasible by County, to enter into specific contractual agreements with ASSOCIATION for actual exchange of certain identified information, either by Travis County Commissioners Court and/or other County officials.

NOW THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT, ON BEHALF OF COUNTY, HEREBY RECOGNIZES AND ENCOURAGES THE EFFORTS OF THE ASSOCIATION, AND HEREBY SET FORTH THE INTENT OF COUNTY TO SUPPORT THE EFFORTS OF THAT ASSOCIATION BY COORDINATING AND COOPERATING WITH THE ASSOCIATION IN EVERY WAY POSSIBLE TO PROVIDE INFORMATION, ADVICE AND INPUT IN ORDER TO ENHANCE EFFORTS OF THE ASSOCIATION IN REACHING THE GOAL OF IMPROVED ACCESS TO AND DELIVERY OF HEALTH AND HUMAN SERVICES TO ELIGIBLE RESIDENTS OF COUNTY. THE ABOVE RESOLUTION WAS PASSED BY A MAJORITY OF THOSE PRESENT AND VOTING IN ACCORDANCE WITH THE POLICIES AND PROCEDURES OF TRAVIS COUNTY, AND APPLICABLE LAW.

SIGNED AND ENTERED THIS _____ DAY OF DECEMBER, 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

Travis County Commissioners Court Agenda RequestVoting Session: December 21, 2010
(Date)Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action on Request to Designate Sherri Fleming, Executive Manager of Travis County Health and Human Services and Veterans Service, as Travis County's Ex-Officio Representative to the Board of Directors of the Austin Achievement Zone (AAZ) Initiative.

- 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 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.




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

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

DATE: December 15, 2010

TO: Members of the Commissioners Court

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

SUBJECT: Travis County Participation in the Austin Achievement Zone Initiative

Proposed Motion:

Consider and Take Appropriate Action on Request to Designate Sherri Fleming, Executive Manager of Travis County Health and Human Services and Veterans Service, as Travis County's Ex-Officio Representative to the Board of Directors of the Austin Achievement Zone (AAZ) Initiative.

Summary and Staff Recommendations:

The AAZ Initiative is a local project designed to improve graduation rates, employability and self sufficiency for families in the St. John's Community. The project has been underway for approximately one year with community members and representatives from the City of Austin, Travis County and the Austin Independent School District, working together to create an organization positioned to encourage, support and implement viable and effective programs for the benefit of the neighborhood. It is hoped that program implemented the St. John's Community will one day be a model for neighborhood development and action across Austin and Travis County. The St. John's Community has a distinguished history of mobilizing to meet the needs of its residents with this project building on that tradition.

The initial Steering Committee has transitioned into a non-profit organization with a Board of Directors providing policy-level oversight. The newly formed organization includes ex-officio positions on its Board of Directors for Travis County, the City of Austin and Austin Independent School District.

Staff recommends that the Commissioners Court designate Sherri Fleming, Executive Manager for Health and Human Services and Veterans Service (HHS&VS) as Travis County's representative on the Austin Achievement Zone Board of Directors. Ms. Fleming will serve in an ex-officio, non-voting capacity on the Board. It is expected that both the City of Austin and the Austin Independent School District will be appointing staff to serve as ex-officio, non-voting members as well.

Budget and Fiscal Impact

Approval of this item will not affect Travis County's FY2011 Budget.

Background:

Based on the successes of Harlem Children's Zone, President Obama and the Department of Education created a federal initiative to replicate the model in up to 20 other cities across the country. The planning projects will be supported by \$10 million in funding from the 2010 federal budget, providing \$250,000 planning grants to create the necessary sustainable community infrastructure to replicate the successes of HCZ. In subsequent years, neighborhoods will be eligible for additional Federal money to implement and sustain programming. Local funders will be required to match federal funding.

In late April, the Federal Request for Proposals (RFP) for planning was released. While the local effort was not awarded a planning grant, neighborhood and community members committed to moving the project forward in hopes of securing federal funding at some point in the future. To that end, the Steering Committee, which was initially comprised of City, County and School District officials and representatives as well as a complement of residents from the St. John's Community agreed to transition to a 501c3 organization and form a Board of Directors. County Judge Sam Biscoe and HHS&VS Community Services Director, Deborah Britton, also participated with Ms. Fleming on the Steering Committee.

Issues and Opportunities:

The St. John's neighborhood, as well as the surrounding Northeast Austin area, was chosen in January 2010 to be the focus of the Austin Achievement Zone. Initially, a Data Working Group assessed which neighborhoods would fit the federal criteria, balancing a high level of childhood poverty and educational need with the capacity and infrastructure to replicate the model. The Data Working Group included representatives of United Way Capital Area, E3 Alliance, CAPCOG, Seton Family of Hospitals, and the City of Austin. The team gathered input from the community (via community leaders and neighborhood meetings), collected information about community needs (especially child poverty rates, immigration data, and school performance data) and evaluated neighborhood assets (existing services and networks).

The St. John's Community has a long history of finding ways to assist members of its own community. Founded by African-American Baptist pastors in the late 1800's, the community built its own housing and orphanage. In the 1970's, with unpaved streets and no city utilities, the community worked with partners to gain equality in services with other Austin neighborhoods. In the 90's, neighbors worked together to reduce crime and bring a new school and community center to replace the demolished St. John Elementary.

During the past four years, the community has given rise to a new generation of partnership - the St. John Community School Alliance, with 55 partner institutions, including churches, four local schools, city and county agencies, nonprofits and community groups, has won the "Best Communities for Youth in America" award from the America's Promise Alliance from 2006-2009. The community rallied to turn around Webb Middle School, when it was on the brink of closure in 2007, and has seen Webb move into the top quarter of Austin's middle schools. Community work at Reagan High School has also helped turn that school into an academically acceptable school in 2010.

The spirit of the community and its partners is evident in events like HopeFest, Dia de los Niño's, Unity Walks and frequent community dinners. The St. John Neighborhood Association has won numerous awards from Keep Austin Beautiful. In addition, local churches play a big role in the cohesiveness and success of the community with Iglesias Familiar Ebenezer housing an emergency furniture and clothing warehouse, and Austin Stone Community Church building the "For the City" non-profit center, which opened in August 2010. Austin Stone also contributes hundreds of mentors and other volunteers to Reagan and Webb.

St. John brings many services to its families and children. All three schools have strong after-school programs and numerous student support organizations, including Communities in Schools, Boys and Girls Club and the Council for At-Risk Youth. The St. John Community Center is one of a handful of school/ community facilities in the country, with Pickle Elementary housed in the same building as City of Austin services departments – Health and Human Services, Parks and Recreation, a branch library, and a police substation. Both Webb and Reagan have innovative community-sponsored Family Resource Centers that connect hundreds of St. John's families to housing, food, employment, adult education and other services.

While it is evident that many people work to support St. John, the challenges are also significant. The demography of the area has shifted from an all African-American community of approximately 1,000 people, just 30 years ago, to a neighborhood of 20,000, of which 75% are Hispanic, today. Many immigrant families in the area have at each of the three neighborhood schools but are not proficient in English.

St. John has the highest rate of child poverty (43%) in Austin. Its schools have the highest student mobility in Austin, indicating family instability. Asthma, obesity and low

graduation rates (47% in 2008) are also issues. And, although improving, St. John's area schools have struggled for years and have been among the weakest in AISD.

The Austin Achievement Zone wants to model solutions for one of St. John's biggest problems – coordination of services. With an unprecedented network of community partners willing to work together to address area needs, there is, currently, little in the way of connection between schools, local government and nonprofit services. AAZ hopes to bring integrated planning and data collection between service providers, meaning that limited resources can be used more effectively.

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



P.O. Box 5159
Austin, TX 78763
austinaz.org

December 14, 2010

Judge Sam Biscoe
Travis County Commissioners Court
314 W. 11th Street, #520
Austin, TX 78701

Dear Judge Biscoe,

The Austin Achievement Zone (AAZ) is a collaborative effort to address the needs of children and their families, focusing on education and career readiness. This endeavor brings together many organizations including Travis County, the City of Austin, and Austin ISD. Our bylaws stipulate the municipalities represented on our board join as ex officio members. Based on the involvement to date with AAZ by Sherri Fleming, Travis County Health & Human Services Executive Manager, we request that she be appointed as Travis County's ex officio member of AAZ's board of directors. Ms. Fleming has the qualifications, dedication and expertise that will help guide our board to achieve success.

Sincerely,

A handwritten signature in black ink that reads "Al Lopez". The signature is written in a cursive, flowing style.

Al Lopez
Chairman of the Board
Austin Achievement Zone

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

November 23, 2010

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE: Austin Achievement Zone, Inc.
File Number: 801347142

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Rosa Arrellano

Fax: (512) 463-5709
TID: 10286

Dial: 7-1-1 for Relay Services
Document: 341875700002



Office of the Secretary of State

CERTIFICATE OF FILING OF

Austin Achievement Zone, Inc.
File Number: 801347142

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/22/2010

Effective: 11/22/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

CERTIFICATE OF FORMATION
of
AUSTIN ACHIEVEMENT ZONE, INC.

FILED
In the Office of the
Secretary of State of Texas

NOV 22 2010

Corporations Section

The undersigned, acting as organizer of an entity to be formed under the Texas Business Organizations Code (the "**TBOC**"), hereby adopts this Certificate of Formation ("**Certificate**");

ARTICLE I

The name of the filing entity is Austin Achievement Zone, Inc. (the "**Corporation**").

ARTICLE II

The filing entity being formed is a non-profit corporation.

ARTICLE III

The Nonprofit Corporation is organized and shall at all times be operated exclusively for educational and charitable purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). The purpose of the Corporation is to engage in the following activities: (a) operate for educational and charitable purposes and (b) to conduct such other activities and programs in connection with or in furtherance of the foregoing purposes as may be lawfully carried out by a nonprofit corporation under the TBOC and described in Section 501(c)(3) of the Code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its directors, officers, or individuals, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth in this Article Three.

No substantial part of the activities of the corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of this Certificate, the corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code (or corresponding provision of any future federal tax code), or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or corresponding provision of any future federal tax code).

ARTICLE IV

The initial registered agent is an individual by the name of: Karen Dulaney Smith

The business address of the initial registered office is:

4315 Guadalupe Street
Austin, TX 78751

ARTICLE V

The name and address of the organizer is as follows:

Samer Zabaneh
401 Congress Avenue, Suite 2500
Austin, TX 78701

ARTICLE VI

Management of the affairs of the corporation is to be vested in its Board of Directors. The number of directors and the method of their election shall be fixed by, or in the manner provided in, the Bylaws of the Corporation; provided, however, that the number of directors shall never be less than three (3). The corporation has no members and election of additional or replacement directors shall be made by the Board of Directors as provided in the Bylaws of the corporation.

The number of directors constituting the initial board of directors is eleven, and the names and addresses of the persons who are to serve as directors are as follows:

<u>Name</u>	<u>Address</u>
Ashton G. Cumberbatch Jr.	4315 Guadalupe Street Austin, TX 78751
Tina V. Fernandez	4315 Guadalupe Street Austin, TX 78751
Ann Kitchen	4315 Guadalupe Street Austin, TX 78751
Dr. Sterling Lands II	4315 Guadalupe Street Austin, TX 78751
Alfred A. Lopez	4315 Guadalupe Street Austin, TX 78751

Emily De Maria	4315 Guadalupe Street Austin, TX 78751
Glenn E. Neland	4315 Guadalupe Street Austin, TX 78751
Dr. Wanda L. Nelson	4315 Guadalupe Street Austin, TX 78751
Allen Weeks	4315 Guadalupe Street Austin, TX 78751
Seth R. Winick	4315 Guadalupe Street Austin, TX 78751
Thelma Williams	4315 Guadalupe Street Austin, TX 78751

ARTICLE VII

The corporation shall have no members as provided in the bylaws of the corporation.

ARTICLE VIII

The initial Bylaws of the corporation shall be adopted by the Board of Directors, and the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the corporation, or adopt new Bylaws.

ARTICLE IX

In the event of the dissolution of this corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property and assets of the corporation shall go and be distributed to a non-profit fund, foundation, or corporation which is organized or operated exclusively for charitable, scientific, and/or educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Code as the directors of this corporation may select and designate; and in no event shall any of the said assets or property, in the event of dissolution, go or be distributed to any persons, either for the reimbursement of any sum subscribed, donated, or contributed by such persons, or for any other such purpose.

ARTICLE X

The liability of the directors of the corporation to the corporation for monetary damages for acts or omissions occurring in their capacity as directors shall be limited to the fullest extent permitted by the laws of the State of Texas and any other applicable law, as such laws now exist and to such greater extent as they may provide in the future.

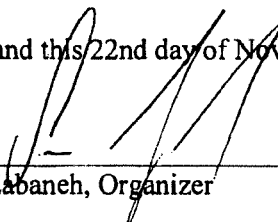
Any repeal or modification of this Article shall operate prospectively only and shall not adversely affect any limitation of liability existing at the time of such repeal or modification.

The corporation shall indemnify and advance expenses to and may provide indemnity insurance for persons who are named in any lawsuits or other proceedings as a result of their service to the corporation as a director of the Corporation to the fullest extent permitted by the laws of the State of Texas as such laws may now exist and to such greater extent as they may provide in the future.

ARTICLE XI

It is hereby provided that, in accordance with Section 22.220 of the TBOC, any action required to be taken at any meeting of the directors or, or any action which may be taken at any meeting of the directors, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed and dated by a sufficient number of directors as would be necessary to take such action at a meeting at which all directors were present and voted.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of November, 2010.



Samer Zabaneh, Organizer

BYLAWS OF

AUSTIN ACHIEVEMENT ZONE, INC.

A Texas Non-Profit Corporation

BYLAWS
OF
AUSTIN ACHIEVEMENT ZONE, INC.
A Texas Non-Profit Corporation

ARTICLE I

OFFICES

Section 1. REGISTERED OFFICE AND AGENT. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation with the Office of the Secretary of State of the State of Texas.

Section 2. OTHER OFFICES. The Corporation may also have offices at such other places both within and outside of the State of Texas as the Board of Directors may from time to time determine or the business of the Corporation may require or as may be desirable.

ARTICLE II

DIRECTORS

Section 1. BOARD OF DIRECTORS. The powers of the Corporation shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed by, the Board of Directors (the “**Board**”) who may exercise all such powers of the Corporation.

Directors on the Board (each a “**Director**” and collectively, the “**Directors**”) will discharge their duties in good faith, with ordinary care, and in a manner they reasonably believe to be in the Corporation’s best interest. In this context, the term ordinary care means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on them, Directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared or presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A Director is not relying in good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted. Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 2. NUMBER OF DIRECTORS; TERM. The initial Board shall consist of the number of Directors named in the Certificate of Formation, as may be amended by resolution of the Board from time to time. Thereafter, the number of Directors to be elected shall be thirteen (excluding Ex Officio Members) as specified in Section 3, unless otherwise agreed by the majority of the Board, provided that the number of Directors shall never be less than three. Each Director will serve for a term of three years. A Director may be elected to succeed himself or herself for up to two terms. A Director who has served on the Board for two consecutive terms of three years shall be eligible for re-election only

after having not served as a Director of the Board for at least one year. For purposes of this paragraph, a Director elected to the Board to fill an unexpired term shall not be deemed to have served the entire term.

The Directors shall be divided into three classes. The first class of Directors shall consist of one Neighborhood Director (as defined below) and three At Large Directors (as defined below). The second class of Directors shall consist of one Neighborhood Director and three At Large Directors. The third class of Directors shall consist of one Neighborhood Director and four At Large Directors. The term of office of the first class shall expire on the first anniversary of the filing of the Company's Certificate of Formation (the "Certificate of Formation") with the Texas Secretary of State (the "*Effective Date*"). The term of office of the second class shall expire on the second anniversary of the Effective Date. The term of office of the third class will expire on the third anniversary of the Effective Date. Thereafter, the term for each class shall expire at each third succeeding anniversary. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are appointed or elected, except in the case of the death, resignation or removal of any Director.

Section 3. NOMINATION, ELECTION, VACANCIES, AND COMPOSITION.

(i) Nomination of Director Candidates. Nominations for the election of Directors may be made by the Board or a duly authorized committee thereof.

(ii) Election and Vacancies. Director candidates may be elected to the Board only by a majority vote of the Directors then in office, though less than a quorum, or by the sole remaining Director. Any vacancies in the Board may be filled only by a majority vote of the Directors then in office, though less than a quorum, or by the sole remaining Director.

(iii) Composition. The composition of the Board shall be as follows:

(a) Neighborhood Directors. Up to three Directors shall be neighborhood representatives (each a "*Neighborhood Director*" and collectively, the "*Neighborhood Directors*"). The Neighborhood Directors shall reside in the neighborhood and shall, otherwise, be elected to the Board based upon the factors set forth in Section 11(ii)(a)(1) of this Article.

(b) At Large Directors. Up to ten Directors shall be nominated from the community at large (each an "*At Large Director*" and collectively, the "*At Large Directors*"). The At Large Directors shall be elected to the Board based on the factors set forth in Section 11(ii)(a)(2) of this Article.

(c) Ex Officio Members. Each of Austin Independent School District, the City of Austin and Travis County, whose constituents will benefit from the public benefit provided by the Corporation, shall have the opportunity to provide a representative to work as an ex officio member for the Board, pursuant to Section 22.210 of the Texas Business Organizations Code (each an "*Ex Officio Member*" and collectively the "*Ex Officio Members*"). One Ex Officio Member shall be designated by Austin Independent School District; one Ex Officio Member shall be designated by the City of Austin, and one Ex Officio Member shall be designated by Travis County, and each shall be ratified by the Board. The Ex Officio Members shall receive no wage, commission, fee, gift, favor or payment from the Corporation or other non-profit entity, shall have no voting rights, and shall serve in an advisory capacity to the Board and the Executive Director as directed by the governing body of each entity making their appointment.

Section 4. MEETINGS. The Board may hold meetings, both regular and special, within or without the State of Texas.

Section 5. REGULAR MEETINGS, ANNUAL MEETING. Regular meetings of the Board may be held with seventy-two hours notice, on the date determined by resolution of the Board.

Section 6. SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or a majority of the Board with seventy-two hours notice to each Director given in the manner provided in Section 1 of Article VI of these Bylaws. Special meetings shall be called by the President or Secretary in the manner provided in Section 1 of Article VI of these Bylaws and with notice to each Director at the written request of any two of the Directors.

Unless otherwise required by law, the Certificate of Formation or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 7. QUORUM; MAJORITY VOTE.

(i) Unless otherwise provided in the Certificate of Formation or these Bylaws, at all meetings of the Board or a committee thereof, the majority of the number of Directors or committee members constituting the entire Board or committee thereof, present in person, shall constitute a quorum for the transaction of business, and the act of a majority of the Directors or committee members present in person at any meeting at which there is a quorum shall be the act of the Board or a committee thereof. If a quorum shall not be present in person at any meeting of the Board or a committee thereof, the Directors or committee members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(ii) The vote of two-thirds of the Directors then in office shall be required to amend the Certificate of Formation or these Bylaws or to dissolve the Corporation.

Section 8. TELEPHONIC MEETING. Unless otherwise restricted by the Certificate of Formation, subject to the provisions required or permitted by law or these Bylaws for notice of meetings, a Director, or a member of any committee designated by the Board, may participate in and hold a meeting of the Board, or such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 9. RESIGNATION; REMOVAL; VACANCIES. Any Director may resign at any time by written notice to the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at such other time as may be specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state. If any member is absent from three consecutive meetings without adequate cause, the Board shall have the authority to remove the Director from the Board. Any person elected to the Board to fill a vacancy caused by the death, resignation or removal of a Director shall serve for the unexpired term of the person replaced. Newly created directorships resulting from any increase in the authorized number of Directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification or other cause (including removal from office) may be filled only by a majority vote of the Directors then in office, though less than a quorum, or by the sole remaining Director.

Section 10. ACTION WITHOUT MEETING. Any action required to be taken at a regular or special meeting of Directors of the Corporation, or any action that may be taken at a regular or special meeting of Directors, may be taken without a meeting, without prior notice, and without a vote, if an unanimous consent in writing, setting forth the action so taken, shall be signed and dated by all of the directors. The consent may be in more than one counterpart.

Section 11. COMMITTEES. The Board by resolution adopted by a majority of the Directors then in office may designate one or more committees to serve at the pleasure of the Board, with such powers and duties as authorized by Sections 22.218 and 22.219 of the Texas Business Organizations Code, the Board, the Certificate of Formation, and these Bylaws.

(i) Executive Committee. The Board may, by resolution adopted by a majority of the Directors then in office, authorize and appoint an executive committee (the “*Executive Committee*”). The Executive Committee shall consist of the Chairman, the Vice Chairman, the Secretary, and the Treasurer, and such other Directors or officers that have been appointed by a majority vote of all of the Directors then in office. At all times, the Executive Committee shall be composed of at least two persons, and the majority of the Executive Committee shall be composed of Directors of the Corporation.

(a) The Executive Committee shall, when the Board is not in session, have the authority of the Board in the management of the Corporation, except the Executive Committee shall not have the power to:

(1) fill vacancies on the Board or on any committee that has the authority of the Board;

(2) amend or repeal the Bylaws or adopt new Bylaws; or

(3) amend or repeal any resolution of the Board that, by its express terms, is not so amendable or repealable, other than by the Board.

(b) The Executive Committee shall record its actions in the minute book of the Company.

(c) In addition to other quorum requirements of these Bylaws, a majority of the committee members present must be Directors in order to constitute a quorum of the Executive Committee.

(ii) Nominating Committee. The Board may, by resolution adopted by a majority of the Directors then in office, authorize and appoint, or authorize the Chairman to authorize and appoint, a nominating committee (the “*Nominating Committee*”). The Nominating Committee shall consist of at least one Director, who shall be the chairman of the committee (the “*Nominating Chairman*”), and such other members, all of which must be Directors, as appointed by the Board or the Chairman. The Nominating Committee shall consider and recommend for election Directors to the Board.

(a) The Nominating Committee shall consider the following factors in recommending Directors for approval by the Board.

(1) Neighborhood Directors. In recommending nominees for seats on the Board reserved for Neighborhood Directors, the Nominating Committee shall consider:

a) recommendations from community groups located in the neighborhood served by the Corporation, including, but not limited to, parent teachers associations or education focused neighborhood associations; and

b) such other factors deemed necessary and appropriate by the Board or the Nominating Committee.

(2) At Large Directors. In recommending nominees for seats on the Board reserved for At Large Directors, the Nominating Committee shall consider such factors deemed necessary and appropriate by the Board and the Nominating Committee.

(3) Actions of the Nominating Committee shall include a written report to the Board and shall be determined by majority vote of the Directors on the committee, with the Nominating Chairman holding a tie-breaking vote. If the Nominating Chairman is the only member of the Nominating Committee, then the action of the Nominating Chairman shall be the action of the Nominating Committee.

(iii) Audit Committee. The Board may, by resolution adopted by a majority of the Directors then in office, authorize and appoint, or authorize the Chairman to authorize and appoint, an audit committee (the “**Audit Committee**”). The Audit Committee shall consist of at least one Director, who shall be the chairman of the committee (the “**Audit Chairman**”), and such other members, all of which must be Directors, appointed by the Board, the Chairman, or the Audit Chairman, if authorized by the Board. The majority of the members of the Audit Committee shall not serve on the Fundraising Committee, and the Audit Chairman shall not be the same person serving as the Fundraising Chairman. The Audit Committee shall provide recommendations and assistance to the Board in fulfilling its responsibilities relating to accounting, reporting practices and the quality and integrity of the financial reports of the Corporation. Subject to the supervision and approval of the Board, the Committee shall be responsible for recommending the retention and termination of the independent auditor, if any, and may negotiate the independent auditor’s compensation, prior to Board approval. The Audit Committee shall confer with the auditor to satisfy its members that the Corporation’s financial affairs are in order, shall review and determine whether to accept the audit, shall assure that nonaudit services, if any, performed by the auditor conform with standards for auditor independence, and shall approve performance of nonaudit services, if any, by the auditor. Actions of the Audit Committee shall include a written report to the Board and shall be determined by majority vote of the Directors on the committee, with the Audit Chairman holding a tie-breaking vote. If the Audit Chairman is the only Director on the Audit Committee, then the action of the Audit Chairman shall be the action of the Audit Committee. All actions of the

(iv) Compensation Committee. The Board may, by resolution adopted by a majority of the Directors then in office, authorize and appoint, or authorize the Chairman to authorize and appoint, a compensation committee (the “**Compensation Committee**”). The Compensation Committee shall consist of at least one Director, who shall be the chairman of the committee (the “**Compensation Chairman**”), and such other members appointed by the Board, the Chairman, or the Compensation Chairman, if authorized by the Board. Subject to the supervision and approval of the Board, the Compensation Committee shall annually review and recommend to the Board, the compensation, if any, including salary and other benefits of the Chairman and other officers, senior executives, and senior management of the Corporation. This Committee shall also administer the Corporation’s benefit plans, if any. Actions of the Compensation Committee shall include a written report to the Board and shall be determined by majority vote of the Directors on the committee, with the Compensation Chairman holding a tie-breaking vote. If the Compensation Chairman is the only Director on the Compensation Committee, then the action of the Compensation Chairman shall be the action of the Compensation Committee.

(v) Fundraising Committee. The Board may, by resolution adopted by a majority of the Directors then in office, authorize and appoint, or authorize the Chairman to authorize and appoint, a fundraising committee (the “**Fundraising Committee**”). The Fundraising Committee shall consist of at least one Director, who shall be the chairman of the committee (the “**Fundraising Chairman**”), and such other members appointed by the Board, the Chairman, or the Fundraising Chairman, if authorized by the Board. The majority of the members of the Fundraising Committee shall not serve on the Audit Committee, and the Fundraising Chairman shall not be the same person serving as the Audit Chairman. Subject to the supervision and approval of the Board, the Fundraising Committee shall be responsible for the overall fundraising activities of the Corporation and shall develop and implement a comprehensive program that includes fundraising activities for capital campaigns, grant applications, planned giving programs, endowment fund opportunities, annual appeals and fundraising events held by the Corporation. Actions of the Fundraising Committee shall include a written report to the Board and shall be determined by majority vote of the Directors on the committee, with the Fundraising Chairman holding a tie-breaking vote. If the Fundraising Chairman is the only Director on the Fundraising Committee, then the action of the Fundraising Chairman shall be the action of the Fundraising Committee.

ARTICLE III

OFFICERS

Section 1. OFFICERS. The officers of the Corporation shall be elected by the Board. The officers shall initially consist of a Chairman, Vice Chairman, Secretary, and Treasurer. The Board may create, amend or vacate officer positions, define the authority and duties of each such position, and elected persons to fill the positions. Two or more offices may be held by the same person.

Section 2. ELECTION. Without limiting the right of the Board to elect officers of the Corporation at any time when vacancies occur or when the number of officers is increased, the Board shall elect the officers of the Corporation and such agents as the Board shall deem necessary or desirable.

Section 3. TERM; REMOVAL; RESIGNATION; VACANCIES; COMPENSATION. The officers of the Corporation shall hold office for a term designated by the Board, if any, and until their successors are elected, or until their earlier death, resignation, retirement, disqualification or removal. Any officer or agent elected or appointed by the Board may be removed at any time with or without cause by the affirmative vote of a majority of the Board. Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at such other time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Election of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Corporation may be filled by the Board for the unexpired portion of the term, if any. In the event of a vacancy in any office other than the Chairman, such vacancy may be filled temporarily by appointment by the Chairman until such time as the Board shall fill the vacancy.

Section 4. THE CHAIRMAN OF THE BOARD AND PRESIDENT. The Chairman of the Board and President (the “**Chairman**”) shall be a Director and shall, if present, preside at all meetings of the Board, shall be a member of the Executive Committee, and subject to the direction of the Board, shall have and exercise charge of and general supervision over the business affairs and employees of the Corporation. Unless a separate President is named, the Chairman shall serve as the President of the Corporation. He or she shall also have such other authority and perform such other duties as may be prescribed from time to time by the Board or these Bylaws.

Section 5. VICE CHAIRMAN. The Vice Chairman shall be a Director and shall, if present, preside at meetings of the Board in the absence of the Chairman and shall be a member of the Executive Committee. The Vice Chairman shall be considered for the office of Chairman at the end of the Chairman's term of office, and therefore, the Vice Chairman shall be in a different class of Directors than the Chairman for the purposes of Section 3 of this Article. He or she shall also have such other authority and perform such other duties as may be prescribed from time to time by the Board or these Bylaws.

Section 6. SECRETARY. The Secretary shall be a Director and shall be a member of the Executive Committee and shall have the duty of recording the proceedings of the meetings of the Board in a minute book to be kept for that purpose. In the absence of the Secretary, the minutes of all meetings of the Board shall be recorded by such person as shall be designated by the Board. The Secretary shall give or cause to be given notice, as required by these Bylaws or by law, of all meetings of the Board. The Secretary also shall perform such other duties and have such other powers as may be permitted by law or as the Board may from time to time prescribe or authorize.

Section 7. TREASURER. The Treasurer shall be a Director and shall be a member of the Executive Committee and shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation, the duty and power to keep and be responsible for all funds and securities of the corporation, to maintain the financial records of the corporation, to deposit funds of the corporation in depositories as authorized, to disburse such funds as authorized, to make proper accounts of such funds, and to render as required by the Board of Directors accounts of all such transactions and of the financial condition of the corporation. He or she shall also have such other authority and perform such other duties as may be prescribed from time to time by the Board or these Bylaws.

Section 8. EXECUTIVE DIRECTOR. The Executive Director, who shall not be a Director, shall have responsibility for managing the day-to-day operations of the Corporation and, subject to the oversight and direction of the Board, shall have the powers and duties customarily held by the chief executive officer of a corporation. He or she shall also have such other authority and perform such other duties as may be prescribed from time to time by the Board or these Bylaws.

Section 9. PAID STAFF. The Board, or the Executive Director by a majority of the Directors then in office, and may hire such paid staff as it deems proper and necessary for the operations of the Corporation. The powers and duties of the paid staff shall be as assigned or delegated by the Chairman or President, or as otherwise assigned or delegated by the Board.

ARTICLE IV

INDEMNIFICATION; INSURANCE

Section 1. INDEMNIFICATION. To the extent permitted by Sections 8.101 through 8.106 of the Texas Business Organizations Code, the Corporation shall indemnify any present or former Director, officer, employee, or agent of the Corporation against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the person in connection with a proceeding in which the person was, is, or is threatened to be made a named defendant or respondent because of actions taken by the person in the capacity of, and as, a Director, officer, employee, or agent of the Corporation, unless the person shall have been adjudged guilty of willful misconduct in the performance of his duties by a court of law.

Notwithstanding the foregoing, the Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests, and in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests. In case

of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

Section 2. INSURANCE. The Corporation may purchase and maintain insurance or make other arrangements, at its expense, to protect itself and any such Director, officer, employee, agent or person as specified in Section 1 of this Article, against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify him against such expense, liability or loss under the Texas Business Organizations Code.

ARTICLE V

DISSOLUTION

Section 1. DISSOLUTION. Upon the vote of two-thirds of the Directors then in office, the Board may dissolve the Corporation. In the event of the dissolution of the Corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property and assets of the Corporation shall go and be distributed to a non-profit fund, foundation, or corporation which is organized or operated exclusively for charitable, scientific, and/or educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code as the directors of the Corporation may select and designate; and in no event shall any of the said assets or property, in the event of dissolution, go or be distributed to any persons, either for the reimbursement of any sum subscribed, donated, or contributed by such persons, or for any other such purpose.

ARTICLE VI

GENERAL PROVISIONS

Section 1. METHOD OF NOTICE. Whenever by law, the Certificate of Formation, or these Bylaws, notice is required to be given to any committee member or Director, it shall not be construed to mean personal notice, but any such notice may be given in writing: (i) in person; (ii) by mail, postage prepaid, addressed to such committee member or Director at his address as it appears on the records of the Corporation, (iii) by facsimile transmission to a number provided for the purpose of receiving notice, (iv) by electronic transmission, (v) by posting on an electronic network and providing a message sent to an electronic mail address for purpose of alerting of such posting, or (vi) communicated by some other form of electronic transmission, in each case to a number or address as it appears on the books of the Corporation and provided by the recipient, and such notice shall be deemed to have been given on the day of such mailing or sending. Any notice required or permitted to be given by mail shall be deemed to be delivered and given at the time when the same is deposited in the United States mail as aforesaid. Any notice required or permitted to be given by facsimile transmission or by electronic mail shall be deemed to be delivered on successful transmission of the facsimile or electronic mail. All notices shall be deemed to have been received no later than actual receipt. It shall be the duty of any Director or committee member to register his or her physical and electronic address with the Secretary of the Corporation.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of law, of the Certificate of Formation or of these Bylaws, a waiver thereof in writing or by electronic transmission, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. CONTRACTS. The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

Section 4. BOOKS AND RECORDS. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board and each committee of its Board having any authority of the Board. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 5. INSPECTION RIGHTS. Any Director of the Corporation may inspect and receive copies of all the corporate books and records required to be kept under the Bylaws. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation.

Section 6. GIFTS. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the nonprofit purposes of this Corporation.

Section 7. FISCAL YEAR. The fiscal year of the Corporation shall be fixed by resolution of the Board.

Section 8. CONSTRUCTION. These Bylaws will be construed under Texas law. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these Bylaws shall be considered valid and operative, and
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 9. TIME PERIODS. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

Section 10. AMENDMENT. These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

I, the undersigned, being the Secretary of the Austin Achievement Zone, Inc. DO HEREBY CERTIFY THAT the foregoing are the Bylaws of said Corporation, as adopted by the Board of said Corporation on the ____ day of _____, 2010.

_____, Secretary

Executive Summary

The Austin Achievement Zone (AAZ) began in October 2009 as the collaborative effort of a broad local group to garner the best of the national Zeitgeist of “Promise Neighborhoods” school reform for its own. AAZ’s formation was inspired by the nationally recognized Harlem Children’s Zone (HCZ), which is a community-based organization serving over 17,000 New York youth in a 100-block area. Based on the work of the HCZ and other similar projects the federal government created a highly competitive “Promise Neighborhoods” set of planning and implementation grant initiatives to help local communities comprehensively revitalize educational performance in challenged neighborhoods.

The possibility of receiving such a grant galvanized many Austin leaders around the idea, and has been a catalyst for major institutions in our community, including Austin Independent School District (AISD), the University of Texas (UT), the City of Austin, Travis County, faith-based organizations and high-performing non-profits including Lifeworks, Communities in Schools, Foundation Communities, Austin Voices for Education and Youth and United Way’s Success By Six to bring these concepts to fruition for AISD students--using local funds and, of course, any available state or federal funding. All of these parties are strongly committed to the process and have made significant investments toward the success of the project.

After attending a national conference to learn the strength and challenges of HCZ, experienced and successful non-profit leaders, entrepreneurs, civil servants, community organizers, educators, elected officials and business people formed a planning committee in October 2009 to select a model neighborhood. The St. John neighborhood was chosen from among several neighborhoods that were reviewed based on its demographics and community input as the first recipient in the model that we intend to scale city-wide. A steering committee was formed in order to drive the process that led to a planning grant application by UT-Meadows Center for Preventing Educational Risk. (UT-MCPER)

Although a planning grant was not awarded for St. John, out of the Steering Committee, the Austin Achievement Zone moved to establish itself as a non-profit entity with a board of directors that will carry on the goals created by the planning group, steering committee and other advisors to the project.

Vision: The Austin Achievement Zone envisions children who excel and families that thrive, inspired by neighborhood leadership.

Mission: We wish to help create prosperity through exemplary education, family support and economic opportunity.

Goals

Our anti-poverty education program will **saturate a high-needs neighborhood with services “from cradle to college”**. **There will be a pipeline of educational programs wrapped in social service supports** which will allow youth to be successful in school, prepared for higher education and ready to enter the workforce.

Desired outcomes include:

- improved health and stability
- increased school attendance
- increased graduation rates
- increased college and career opportunities

The organization will drive:

- determination of needs
- development of a service roadmap
- oversight and monitoring of service implementation to ensure that the identified needs are actually being addressed
- proposing policy changes that will support students and families in the community
- data and fact based decisions and evaluation
- So part of our value is operating outside these structures enough to identify gaps that cause issues for some in reaching the goals of the roadmap

Our Promise Neighborhoods model will address unique attributes of each neighborhood where we ultimately operate. In St. John, two key issues are high student mobility (students who frequently move from one school to another) and a high student body percentage of English Language Learners.

Organizational Summary

The Austin Achievement Zone is finalizing the formation of a 501 (c) (3) with the pro-bono services of the well-respected law firm DLA Piper. The pro-bono arm of that firm is currently providing services to five other Promise Neighborhood projects throughout the United States and has the band width to assist the AAZ to make legal decisions on any issues that may come before it. Although the AAZ intends to continue using the premier services of the Austin Community Foundation, our board of directors will provide focus that enables us to guide the immediate project and scale the project throughout Austin.

The newly formed board is comprised of 3 St. John neighborhood directors, 10 at-large directors, and a director appointed by AISD, City of Austin, and Travis County. The organization has appointed an Executive Director. Biographical information of the board members and executive director is attached as Appendix C.

Market Analysis

The St. John neighborhood which is, again, the first of our neighborhoods, is in Northeast Austin. In 1970, the community was comprised of approximately 1,000 African Americans and lacked paved roads and city utilities. However, this area has seen explosive growth over the past 40 years. The community now exceeds 20,000 residents and is approximately 75% Hispanic.

Local schools in the St. John neighborhood and northeast Austin--Pickle Elementary, Webb Middle School and Reagan High School, have struggled with the inability to meet state accountability requirements, with Reagan High School at risk of closure in 2010.

In addition to a child poverty rate of 40%, and 80-95% of students qualifying for Free or Reduced Lunch, St. John's schools have the highest student mobility rates in Austin with statistics revealing that 42% of Reagan students are turning over during the school year. This factor reflects the fragile economic state of many families in St. John, with parents only a paycheck or illness away from not being able to stay in their homes. At the high school level, the student mobility rate also reflects the social challenges faced by teens, including high rates of teen pregnancy, the need to work, and lack of family involvement to achieve educational goals.

A goal of the AAZ is to change the culture in order to break the cycle of intergenerational poverty. As the St. John area is strengthened, there will be compelling reasons for families to stay in the neighborhood, and its future generations will experience a more positive livelihood.

A notable aspect of the St. John's community is its long history of remaking and repairing itself. For example, residents were able to counter the loss of St. John Elementary school in the late 90's with negotiations that led to a state-of-the-art elementary school and community complex. Today, despite having the highest poverty and LEP (Limited English Proficiency) rates among AISD middle schools, Webb Middle School is a greatly improved public school with TAKS scores that rank similarly to some of AISD's more affluent middle schools. In recent months, all three schools have seen improvement and are no longer under threat of closure.

In recent years, neighbors have organized strongly around community organizations such as the St. John Neighborhood Association and the St. John Community School Alliance, which has received the prestigious "100 Best Communities for Youth in America" award every year since 2006 from the America's Promise Alliance. Nevertheless, while services have increased with the completion of the St. John Community Center and A.K. Black Clinic, the St. John community still lacks many necessary facilities and services.

Community leaders from St. John and the greater Austin area are committed to developing a Promise Neighborhoods model for Austin that is consistent with best practices. In addition, local leadership is committed to a collaborative service model that leverages many strengths of Austin's non-profit community.

Marketing Plan

Since the spring of 2010, the Austin Achievement Zone has worked through a communications subcommittee to establish a formal marketing plan that includes a website, social media and various presentations to ready itself for a formal launch.

Thus far, the marketing plan is multi-faceted. Each member of the Steering Committee is focusing internally on its own goals while incorporating the ideals that the AAZ has espoused to forward its specific agenda through appropriate policies and budgeting. Marketing, to date, has been to the vast members of organizations that the Steering Committee influences, in addition to the community at large. The presentations have been visionary, and are designed to capture the best ideals of all interested parties.

The Austin Achievement Zone plans state and nation-wide collaborations and has discussed how to create meaningful partnerships with others doing similar work.

Operations

The operational philosophy of the AAZ is:

- results-oriented – seeking to achieve better outcomes for children from birth through college in ways that can be evaluated and measured
- funded with public and private donations
- place-based – focused on community building, neighborhood managed and driven processes
- people-based – providing high quality, cross-cutting services supporting children and their families
- built on public/private partnerships with key organizations and community leaders
- anchored in best-practice models, with flexibility for local innovation
- transformational, seeking policy and systems change and aligned funding streams
- focused on filling gaps by integrating previously isolated efforts and driving collaboration where possible
- sustained by accountable, passionate leadership that is ultimately from the neighborhood itself
- anchored in data-based decisions and evaluation

Initially, the project will work intensively in this single neighborhood using local funds, but will then scale up to include a larger area. By starting in a community that has a strong sense of physical and social identity, the project will build a strong base of trained leaders and outreach workers.

AAZ has identified eight focus areas that warrant needs analysis and specific best practice, evidence-based, coordinated service provision. The work groups are:

1. early childhood
2. education
3. youth development
4. health
5. housing
6. economic development
7. citizenship
8. capacity/leadership

AAZ will conduct a complete needs analysis and provide a guiding service plan for the St. John neighborhood. This road map will include a description of services, expected outcomes, and the metrics that will be used to measure the attainment of the expected outcomes.

Our goal is not to duplicate any services that are already being provided somewhere in Central Texas. AAZ wants to use existing service providers and will develop and utilize an open RFP process, allowing all interested service providers to participate and gain consideration.

Implementation of the service roadmap will proceed at a pace dictated by the funding of the project. AAZ intends to replicate the vetted model in other neighborhoods; thereby formally addressing broad community concerns and desires and bettering our city and all schools according to the best-practices research available.

The AAZ raised \$92K from private funders the first year; however, we plan to create a platform for long term funding based on our progress and our ability to attract public funding. We do not plan for the success of the AAZ to be tied to one grant, but expect, instead, to develop a funding portfolio of individual, corporate, philanthropic and government funding.

To date, several key education funders in the Austin area have committed resources to the Austin Achievement Zone. Our financial security and service is maintained through the Austin Community Foundation, an exemplary, well-established and much respected institution of Austin (www.austincommunityfoundation.org). The treasurer of the fund is Glenn Neland, a philanthropist and former senior vice-president at Dell. Mr. Neland is

clearly positioned to manage the financial affairs of the Austin Achievement Zone at whatever scale success will bring.

The paid staff member is employed jointly by the ACF and its staff leasing service, Administaff, a nation-wide, all-purpose human resource and benefits group.

As previously mentioned, Steering Committee members and the Advisory Group developed plans that saw the AAZ through its formation: successfully identifying the neighborhood, enlisting the commitments of key stakeholders, and forming significant partnerships. These members are acknowledged in Attachment B.

Services

Children's academic excellence is the primary focus of Promise Neighborhoods because educational attainment is critical to breaking the intergenerational cycle of poverty. However high-quality schools are only one means used to achieve such learning. Others include engaging parents and communities in nurturing children, supporting youth development, improving health, and stabilizing families through housing and employment services. Thus, the Promise Neighborhoods model will be a pipeline of programs that provide an array of wrap-around services from programs that address parenting and early childhood education, to after-school programs that help young people finish high school and enter and graduate from college. Outcomes are tracked as children move through these seamless programs, and such data provides measures of progress and the information needed to develop programs to meet identified goals. The ultimate success is achieved when young people graduate from college with the skills and abilities to obtain jobs and lift themselves out of poverty.

Technology

UT-MCPER plans a comprehensive data system that will be owned by the Austin Achievement Zone but useful to any service provider or public institution, district and community-wide. Committed non-profits are already offering their expertise and advice, and the development of data-sharing agreements is already contemplated among many of the interested parties. This is a key piece of the work since a comprehensive data agreement is indispensable to effective outcomes, and accountability is a given for the work.

Immediate attention will be paid to this aspect of operations. AAZ expects data to provide direction in planning and understands its desirability and necessity for non-profits, public institutions, and funders.

Funds Required and Expected Use of Funds

The steering committee decided that an initial funding account of \$130,000 would be adequate for planning purposes over the first year. A bare-bones budget was devised with the assistance of Jessica D'Arcy of the Webber Foundation.

Primarily, the budget pays the staff salary, plus minimal and strategically used administrative assistance and office supplies. The Executive Director maintains a home office that is free of charge to the Austin Achievement Zone, with reimbursement expected for actual cost of expenses, like copying and telephone service. Overseen by the Steering Committee, many services, such as logo and website development, marketing and communications, and professional expertise are being provided by volunteers.

The AAZ intends to rely on the Executive Director and Board of Directors for the planning and staging of its work. However, we wish to contract with UT-MCPER for assistance with the data base, needs analysis and the preparation of a service plan.

The AAZ requests seed money to continue its planning and prove its usefulness and worth to initial funders who may wish to invest further in the project after the planning stage.

Financial Statements and Projections

Seed funding will be used to lay the foundation for the project's success, including developing the organizational strategy, service model and outcomes, competing for federal funding, and engaging local leaders and community members in the effort. Plans are being developed to fund the budget for the first full year of operation:

Summary Financial Budget Projections

	<u>2010 (partial year)</u>		<u>2011</u>
Income	\$ 92,000.00	\$	160,000.00
Expenses	\$ 54,218.74	\$	250,082.00
surplus / req'd funds	37,781.26		(90,082.00)

The requisite financial information of the ACF is attached.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106

Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see agenda back up for additional information.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Please see agenda back up for additional information.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see agenda back up for additional information.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Rodney Rhoades	Pending
Planning and Budget Office		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

12/21/2010AMENDMENTS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9898	Reserves	Unallocated Reserves		\$ 754,400	1
	001	1230	523	3001	ITS	Office Equip,Furn,&Supp	\$ 4,400		
	001	1230	523	6099	ITS	Other Purchased Serv	\$ 490,000		
	001	1230	523	8001	ITS	Office Equip & Furn	\$ 160,000		
	001	1230	523	8002	ITS	Software	\$ 100,000		
A2	001	9800	981	9898	Reserves	Unallocated Reserves		\$ 3,948,400	1
	001	4952	621	8020	TNR	Automobiles & Trucks	\$ 3,526,000		
	001	4952	621	8043	TNR	Yards,Grounds,Agric Eq	\$ 21,400		
	001	4952	621	8061	TNR	Road & Hwy Equip	\$ 401,000		
A3	001	4020	586	0701	CES	Reg.Sal-Permnt Empl		\$ 47,239	5
	001	5500	557	0701	CJP	Reg.Sal-Permnt Empl	\$ 38,092		
	001	5500	557	0801	CJP	Reg.Sal-Temp Empl	\$ 9,147		
A4	001	4020	586	2002	CES	FICA Tax-OASDI		\$ 2,929	5
	001	5500	557	2002	CJP	FICA Tax-OASDI	\$ 2,929		
	001	4020	586	2003	CES	Hospitalization		\$ 6,265	5
	001	5500	557	2003	CJP	Hospitalization	\$ 6,265		
	001	4020	586	2004	CES	Life Insurance		\$ 66	5
	001	5500	557	2004	CJP	Life Insurance	\$ 66		
	001	4020	586	2005	CES	Retirement Contribution		\$ 5,523	5
	001	5500	557	2005	CJP	Retirement Contribution	\$ 5,523		
	001	4020	586	2006	CES	Worker's Compensation		\$ 93	5
	001	5500	557	2006	CJP	Worker's Compensation	\$ 93		
	001	4020	586	2007	CES	FICA Tax - Medicare		\$ 685	5
	001	5500	557	2007	CJP	FICA Tax - Medicare	\$ 685		

TRANSFERS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	3749	581	6033	Sheriff	Medical Services		\$ 39,554	14
	001	3749	581	3052	Sheriff	Drug & Pharm Supp		\$ 12,036	
	001	3749	581	4019	Sheriff	Psychia/Pycol Eval	\$ 51,590		

See Next Page

OTHER

**O1 Remove Slot 44 Social Services Program Manager in Counseling and
Education Services and add new Social Services Program Manager
Slot in Criminal Justice Planning**

5




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: December 14, 2010

SUBJECT: Budget Adjustment Related the Purchase of FY 11 Approved Vehicles

The attached Budget Adjustment from the Allocated Reserve in the amount of \$3,948,400 is intended to purchase approved vehicles that have funding in the upcoming FY 11 Certificate of Obligation issuance. In addition, ITS has submitted a request to transfer \$754,400 for the purchase of equipment approved for funding from the FY 11 COs.

TNR states that the department will need to purchase these vehicles in advance of the anticipated receipt of CO proceeds in late May or early June. TNR is requesting funding to begin the purchase of these vehicles for user departments.

The Commissioners Court was asked to approve the corresponding reimbursement resolution on the December 14th agenda. A reimbursement resolution allows the County to use a non-CO fund source to initially fund a project and then to have that fund source reimbursed when the bond proceeds are received. These funds are anticipated to be replenished by June of 2011 once the proceeds from the sale of the proposed CO's have been received. PBO concurs.

cc: John Hille (County Attorney's Office)
Mike Joyce (TNR)
Cynthia McDonald (TNR)
Nick Macik (ITS)
Leroy Nellis (TNR)
Jose Palacios (County Auditor's Office)
Rodney Rhoades (PBO)
Hannah York (County Auditor's Office)
Susan Spataro (County Auditor)

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

RECEIVED

10 DEC 10 PM 3:53



TRAVIS COUNTY
PLANNING & BUDGET OFFICE

12-10-2010

MEMORANDUM

TO: Jessica Rio, Planning and Budget Office

FROM: Mike Joyce, Division Manager Fleet Services

THRU: *Carol B. Doyle for*
Joseph P. Gieselman, Executive Manager

SUBJECT: Approval of Reimbursement Resolution for FY11 Vehicle Purchases

Proposed Motion: TNR is requesting approval of the Reimbursement Resolution totaling \$3,948,400.00, from the unallocated reserve account 001-9800-981-9898 to the appropriate expense accounts for the purchase of FY11 replacement vehicles/equipment.

Summary and Staff Recommendation: TNR recommends approval of the Reimbursement Resolution in the amount of \$3,948,400.00 from the general fund unallocated reserve account for the purchase of FY11 budgeted vehicles approved for purchase from the new FY11 Certificates of Obligations (C.O.).

TNR is requesting that these funds be made available earlier (ASAP) than the C.O. funds. This will allow TNR – Fleet Services to order necessary vehicles and equipment as soon as possible. Some of these vehicles include law enforcement vehicles and their equipment along with miscellaneous vehicles and equipment needed to carry out the everyday task of county work. The sooner the vehicles and equipment are ordered the sooner the vehicles can replace the older vehicles that are causing maintenance issues and task delays.

Budgetary/Fiscal Impact: Temporary use of general fund reserves pending receipt of bond proceeds.

Required Authorization: Commissioners Court

Cc: Don Ward, TNR R&B and Fleet Services Director
Christina Jensen, TNR Financial Services

Budget Adjustment: 24865

Fyr _ Budget Type: 2011-Reg

Author: 12 - MACIK, NICHOLAS

Created: 12/2/2010 9:56:01 AM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: RESERVES

Just: CommCodeRq

Reimbursement Resolution: East & West Command GAATN; Airport Network Core; CME VAST Upgrade

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9898	UNALLOCATED RESERVES			754,400
				754,400
To Account		Project		Amount
001-1230-523-3001	OFFICE EQUIP,FURN, & SUPP			4,400
001-1230-523-6099	OTHER PURCHASED SERVICES			490,000
001-1230-523-8001	OFFICE EQUIP & FURNITURE			160,000
001-1243-523-8002	SOFTWARE			100,000
				754,400

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	12/2/2010 9:56:23 AM
DepOffice	12	NICHOLAS MACIK	12/2/2010 10:03:10 AM
DepOfficeTo	12	NICHOLAS MACIK	12/2/2010 10:03:58 AM



Douglas M. Ellis 12/14/10

Budget Adjustment: 25031

Fyr _ Budget Type: 2011-Reg

Author: 49 - CROSBIE, SYDNIA

Created: 12/13/2010 4:33:17 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: RESERVES

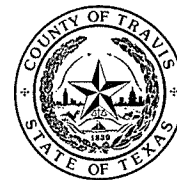
Just: Other

Transfer necessary to move funds from the allocated reserves to Fleet Services to fund a reimbursement resolution for vehicles approved for purchase in FY11 CO's.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9898	UNALLOCATED RESERVES			3,948,400
				3,948,400
To Account		Project		Amount
001-4952-621-8020	AUTOMOBILES & TRUCKS			3,526,000
001-4952-621-8043	YARDS, GROUND, AGRICTRL EQ			21,400
001-4952-621-8061	ROAD & HIGHWAY EQUIPMENT			401,000
				3,948,400

Approvals	Dept	Approved By	Date Approved
Originator	49	SYDNIA CROSBIE	12/13/2010 4:34:13 PM
DepOffice	49	CYNTHIA MCDONALD	12/13/2010 4:54:32 PM
DepOfficeTo	49	CYNTHIA MCDONALD	12/13/2010 4:54:38 PM

Prayer Nellis 12/14/10



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

December 13, 2010

To: Commissioners Court

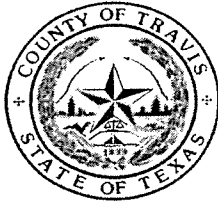
From: Katie Petersen Gipson, Planning & Budget Analyst

A handwritten signature in dark ink, appearing to read "Katie Petersen", is written over the printed name.

Re: Budget Amendment for Commitment to Change Transfer

Criminal Justice Planning and the Counseling and Education Services Department have decided to reorganize the Commitment to Change program so that the post-release portion of the program will be handled by Criminal Justice Planning and the pre-release portion remain in CES. In order for the reorganization to take place, the departments request that Commissioners Court approve removing slot number 44 Social Services Program Manager from CES and adding the slot to Criminal Justice Planning. One temporary project worker slot would move from CES to CJP as well. No additional funding is needed, however \$62,800 of salary funds would need to be transferred between departments. The full annualized cost is \$101,652 and if Commissioners Court approved this action the necessary changes would be made to the two department's FY12 budget targets. PBO recommends approval of the transfer.

CC: Roger Jefferies, Executive Manager, Justice & Public Safety
Caryl Colburn, Counseling & Education Services,
Teresa Goff, Counseling & Education Services,
Todd Osborn, Human Resources Management,
Regena Dorval, Human Resources Management,
Julie Cullen, Criminal Justice Planning,
Kristy Vargas, Criminal Justice Planning,
Leroy Nellis, PBO
Rodney Rhoades, PBO



JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

MEMORANDUM

To: Rodney Rhoades, Executive Manager
Planning and Budget Office

From: Roger Jefferies, Executive Manager
Justice and Public Safety

Date: December 8, 2010

Subject: Request the transfer of one (1) Social Worker and one (1) Project Worker slot from Counseling and Education Services to the Criminal Justice Planning Department for the Post-Release portion of the Commitment to Change Program

Criminal Justice Planning
Roger W. Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

We are respectfully requesting consideration of the transfer of one (1) Social Worker and one (1) Project Worker from Counseling Education Services (CES) to Criminal Justice Planning (CJP). These slots will be utilized in the post-release portion of the Commitment to Change program (CTC).

CTC is a two stage program that works with individuals incarcerated at the Travis County Community Justice Center (CJC) and the Woodman Unit who have committed a 4th degree-state jail felony. The program focuses on the reduction of recidivism and substance abuse relapse. The first stage of the program works with individuals prior to release from these facilities to focus on cognitive behavioral changes. The second stage of the program focuses on post-release intensive case management. The case management is intended to assist and guide these individuals in order to streamline their return to the Travis County Community.

After a recent review of the program performance, CJP, in collaboration with CES, is currently remodeling the structure of the program. It is in the opinion of both departments that CJP take over the functions of the post-release case management portion of this program. The pre-release functions of this program will remain with CES. The redesign of this program would require the transfer of 2 slots; one Social Worker and one Project Worker. The anticipated cost of this transfer would be \$101,652.

This request is not asking for additional funding, but the transfer of slots and funding between two Justice and Public Safety departments. If you have any questions, please do not hesitate to contact me.

Cc: Roger Jefferies, Executive Manager, Travis County Justice Public Safety
Kimberly Pierce, Travis County Criminal Justice Planning
Katie Petersen-Gipson, Travis County Planning

Budget Adjustment: 25016

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 12:43:06 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-0701	REG SALARIES-PERMNT EMPL			47,239
				47,239
To Account		Project		Amount
001-5500-557-0701	REG SALARIES-PERMNT EMPL			38,092
001-5500-557-0801	REG SALARIES-TEMP EMPL			9,147
				47,239

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 2:45:36 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:07:03 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:25:29 PM

Raymond M. Ellis
12/14/10

Budget Adjustment: 25018

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 2:47:25 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-2002	FICA TAX - OASDI			2,929
				2,929
To Account		Project		Amount
001-5500-557-2002	FICA TAX - OASDI			2,929
				2,929

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 2:59:40 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:06:57 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:50:27 PM

Lucretia Melles
12/14/10

Budget Adjustment: 25020

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 3:00:51 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-2003	HOSPITALIZATION			6,265
				6,265
To Account		Project		Amount
001-5500-557-2003	HOSPITALIZATION			6,265
				6,265

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 3:01:14 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:06:55 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:50:28 PM

Randy Nellis
12/14/10

Budget Adjustment: 25021

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 3:01:48 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-2004	LIFE INSURANCE			66
				66
To Account		Project		Amount
001-5500-557-2004	LIFE INSURANCE			66
				66

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 3:01:56 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:06:53 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:50:29 PM

Deputy Nellis
12/14/10

Budget Adjustment: 25022

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 3:02:52 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-2005	RETIREMENT CONTRIBUTION			5,523
				5,523
To Account		Project		Amount
001-5500-557-2005	RETIREMENT CONTRIBUTION			5,523
				5,523

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 3:02:58 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:06:32 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:50:30 PM

Prayer Hillis
12/14/10

Budget Adjustment: 25023

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 3:03:43 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-2006	WORKER'S COMPENSATION			93
				93
To Account		Project		Amount
001-5500-557-2006	WORKER'S COMPENSATION			93
				93

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 3:03:48 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:06:30 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:50:30 PM

Drayton Ellis
12/14/10

Budget Adjustment: 25024

Fyr _ Budget Type: 2011-Reg

Author: 40 - VILLALPANDO, MARIA

Created: 12/13/2010 3:04:17 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 21 2010

Dept: TCCES

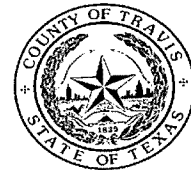
Just: InterDpXfr

transfer is needed to pay for the social worker and project worker for the post release CTC program under the CJC dept, effective 1/1/2011

From Account	Acct Desc	Project	Proj Desc	Amount
001-4020-586-2007	FICA TAX - MEDICARE			685
				685
To Account		Project		Amount
001-5500-557-2007	FICA TAX - MEDICARE			685
				685

Approvals	Dept	Approved By	Date Approved
Originator	40	MARIA VILLALPANDO	12/13/2010 3:04:22 PM
DepOffice	40	TERESA GOFF	12/13/2010 3:06:27 PM
DepOfficeTo	55	JULIANNA CULLEN	12/13/2010 3:50:31 PM

Remy M. Nelson
12/14/10



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*

DATE: December 10, 2010

RE: Travis County Sheriff's Office request to use internal resources for contracted Psychiatric Nurse Practitioner

On November 30, 2010, the Travis County Sheriff's Office (TCSO) provided the Commissioners Court with a briefing on their psychiatric services program. Since that time TCSO has been working with Austin Travis County Integral Care (ATCIC) in order to provide the Court with a follow up to the information provided at that time. Please see the attached memo from TCSO Major Mark Sawa for additional details. One of the items briefly noted by TCSO during the discussion with the Commissioners Court was the need for contracted psychiatric nurse practitioner services. TCSO has been in contact with ATCIC and the agency is able to provide these services to Travis County. TCSO has identified internal resources for the FY 11 expense and will finalize negotiations once funding is in place. The cost for these services for this fiscal year is an estimated \$103,330 based on a start date of January 1, 2011. The office is requesting the approval of attached internal budget transfers totaling \$51,590 that will be combined with funding already in the appropriate line item for a contracted Psychiatric Nurse Practitioner.

The annualized cost of these services is \$137,734. TCSO will be working with PBO to attempt to internally fully fund the on-going FY 12 cost for these services but both recognize and want to highlight to the Commissioners Court that only a portion of the on-going cost for FY 12 may be able to be funded internally. Therefore, additional resources may be requested as a part of the FY 12 budget process. Future funding recommendations by PBO will be based on the availability of new resources and the impact of the new contracted services on the program.

PBO supports the office's need for contracted psychiatric nurse practitioner services and recommends approval of the attached budget transfer.

cc. Greg Hamilton, Travis County Sheriff
Mark Sawa, Major, TCSO
Michael Hemby, TCSO
Meg Seville, TCSO

Paul Matthews, TCSO
Rodney Rhoades, PBO
Leroy Nellis, PBO



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

December 9, 2010

MEMORANDUM

TO: Travis County Judge and Commissioners' Court
FROM: Greg Hamilton, Travis County Sheriff
THRU: Major Mark Sawa, Administration & Support Bureau
SUBJECT: Psychiatric Services at the Travis County Sheriff's Office

We recently provided a briefing to you regarding our psychiatric services. This discussion included the growing demand and related expenses associated with providing psychiatric care to inmates at the Travis County Correction Complex (TCCC). A few of the points discussed needed additional follow up and we wanted to provide you with an update on the latest information we have regarding this program. We mentioned our recent difficulty in obtaining needed contractual psychiatrist hours from Austin Travis County Integral Care (ATCIC). Since our discussion, we have been in constant contact with the agency and a full-time Psychiatrist has been indentified to provide 40 hours per week of services per the contract beginning January 1, 2011. These expenses are fully budgeted.

We also discussed that we would like to contract with ATCIC for a full-time Psychiatric Nurse Practitioner to better serve this growing population. This contracted position will supplement our existing contractual and in-house providers. The annualized cost of these services is an estimated \$137,734. The FY 11 cost will be \$103,330 since the requested start date is January 1, 2011 and assumes an appropriate Nurse Practitioner can be in place by that time. Internal funds for the FY 11 expense for the contract have been identified and confirmed by PBO and we have submitted internal budget transfers for your approval. We also wanted to highlight that depending on the results of the contract, it could result in a FY 12 budget request. We believe we will be able to internally fund at least a portion of the FY 12 on-going expense for these services, but a request, for any portion of the contract that we are not able to internally fund, will be included in our FY 12 budget submission. We will be working with the Planning and Budget Office on this issue. Once the transfers are approved, and funds are in place, we will finalize negotiations on the Interlocal with ATCIC.



Safety, Integrity, Tradition of Service

MEMORANDUM

Psychiatric Services at the Travis County Sheriff's Office

December 8, 2010

Page 2 of 2

We also wanted to highlight if we are able to continue to receive full-time services from a Psychiatrist and Psychiatric Nurse Practitioner from ATCIC, the request for new County Nurse Practitioner FTE and a new contract for half-time Psychiatrist discussed in our memo from November 15, 2010 will not likely not be needed at this time. In addition, we are awaiting the results of the Human Resources Management Department's market study of a Psychiatric Nurse Practitioner to see how it will impact our vacant Nurse Practitioner that serves this population. Thank you for your attention to this important program.

Please let me know if you have any questions.

Budget Adjustment: 24992

Fyr _ Budget Type: 2011-Reg

Author: 37 - WEDHORN, MARIA

Created: 12/9/2010 4:43:50 PM

PBO Category: Transfer

Court Date: Tuesday, Dec 21 2010

Dept: SHERIFF

Just: CommCodeRq

For forthcoming Inter-local Agreement for Pyschiatric Nursing services

From Account	Acct Desc	Project	Proj Desc	Amount
001-3749-581-6033	MEDICAL SERVICES			39,554
001-3749-581-3052	DRUG & PHARMACEUTICL SUPP			12,036
				51,590
To Account		Project		Amount
001-3749-581-4019	PSYCHIA/PSYCOL EVAL&TRTMT			51,590
				51,590

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	12/9/2010 4:43:57 PM
DepOffice	37	MARIA WEDHORN	12/9/2010 4:43:57 PM

Erin M. Ellis
12/14/10

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

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
(\$18,768)	District Attorney	10/19/10	Family Protection Fund
\$4,443	Various	10/15/10	Canceled Purchase Orders
\$4,051	Various	10/25/10	Canceled Purchase Orders
(\$102,500)	Medical Examiner	10/26/10	Financial Feasibility Study
(\$599,970)	TNR	10/26/10	Hamilton Pool Cleanup Project
(\$3,975)	CJP	10/26/10	ACC Internship Program
(\$5,178)	Civil Courts	10/26/10	ACC Internship Program
\$11,039	Various	11/1/10	Canceled Purchase Orders
(\$230,498)	TNR	11/9/10	McKinney Falls Grant Match
(\$3,500)	Historical Commission	11/9/10	Historical Commission Grant match
\$9,790	Various	11/10/10	Canceled Purchase Orders
(\$168,117)	Facilities	11/23/10	HVAC at EOB
\$3,123	Various	11/23/10	Canceled Purchase Orders
(\$170,000)	Facilities	12/7/10	BEFIT - Data Center
(\$25,100)	Facilities	12/14/10	Land
\$161,390	Various	12/13/10	Canceled Purchase Orders
\$7,819,429	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building
(\$200,000)	Transition Planning
(\$25,885)	ACC Internship Program
(\$200,000)	Television Cable Service for Travis County
(\$185,439)	Family Drug Treatment Court
(\$184,727)	Drug Court Grant Reserves
(\$21,060)	Cadaver Contract Increase
(\$57,137)	DWI Court Program
(\$20,000)	HAZMAT Allocated Reserves
(\$19,240)	Landfill Leachate Discharge Abatement & Priority 2
(\$25,000)	Cash Match for MHPD Expansion grant
(\$51,494)	MHPD FY 11 Continuation funding
(\$50,000)	Postage and Postage
(\$200,000)	Managed Print Services
(\$255,000)	Workforce Development Pilot Programs
(\$400,000)	Civil Indigent Attorney Fees
(\$300,000)	Indigent Attorney Fees for Capital Cases
(\$200,000)	Transition Planning
(\$70,000)	Redistricting
(\$175,000)	Special Election for Senator Wentworth
(\$250,000)	Conservation Easement
(\$2,947,447)	Total Possible Future Expenses (Earmarks)

\$4,871,982 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$496,980			Beginning Balance
\$496,980 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY11 Budget Process:

Amount	Explanation
(\$135,000)	Video Surveillance Phase 2 of 3
(\$95,500)	Failing Vehicles
(\$90,000)	Guardrails
(\$90,000) Total Possible Future Expenses (Earmarks)	

\$406,980 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			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$2,100,000			Beginning Balance
\$2,100,000 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
\$596,369			Beginning Balance
\$596,369 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,280			Beginning Balance
\$51,280 Current Reserve Balance			

20

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

Amount	Dept Transferred Into	Date	Explanation
\$48,595,756 (\$22,500,000)	Facilities	12/14/10	Beginning Balance Land
\$26,095,756 Current Reserve Balance			

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$1,099,930 (111,697) (920,159) (68,074)	Auditor Auditor PBO	11/9/10 12/7/10 12/7/10	Beginning Balance BEFIT Personnel BEFIT Personnel BEFIT Personnel
\$0 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Travis Gatlin, Planning and Budget Office, 854-9065

Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant proposals, applications, contracts and permissions to continue:

- A. Annual contract with Coming of Age Metro (formerly known as the Retired Seniors Volunteer Program Advisory Council) to continue the Seniors and Volunteers for Childhood Immunization Program in Health and Human Services and Veterans Service;
- B. Amendment to the contract with the Texas Department of Housing and Community Affairs that will provide Health and Human Services and Veterans Service with additional resources for the Department of Energy Weatherization Assistance Program;
- C. Amendment to the contract with the Texas Department of Public Safety to closeout the 2008 Urban Area Strategic Initiative Grant that will reduce the grant award to the Sheriff's Office so that the unspent balance can be used by the City of Austin for regional projects; and
- D. Permission to continue the Family Violence Protection Team Program in the District Attorney's Office until the forthcoming agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet includes four items. Item A continues funding for the Seniors and Volunteers for Childhood Immunization Program. Item B amends the contract with the Department of Energy Weatherization Program in order to increase the award by \$93,257. This program provides qualified households with weatherization assistance for their residences. Item C amends the contract with the Texas Department of Public Safety so that unspent funds can be reallocated to the City of Austin for regional projects. Item D is a request from the District Attorney's Office to continue their portion of Family Violence Protection Team Program. The Commissioners Court has approved similar requests from the Sheriff's Office and County Attorney's Office for this multi-department grant

program. The City of Austin has received confirmation the next grant term has been approved and the County is awaiting the final agreement documents.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items.

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no cash match requirement for Items A, B, and C. Item D requests the use of internal District Attorney Office's resources to continue their portion of the Family Violence Protection Team while awaiting the forthcoming agreement. Once the grant is approved and funds are certified, any applicable expenditure made during this time will be reclassified against grant funds.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Rodney Rhoades	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

TRAVIS COUNTY

12/21/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2011

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 #
<i>Contracts</i>										
a 58	Seniors and Volunteers for Childhood Immunization	10/1/2010 - 9/30/2011	\$4,000	\$0	\$0	\$4,000	0.25	R	MC	11
b 58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$186,929	\$0	\$0	\$186,929	0	R	EC	40
c 37	Homeland Security Grant Program - Urban Area Strategic Initiative (UASI)	9/1/2008 - 1/15/2011	\$136,234.36	\$0	\$0	\$136,234.36	0	R	EC	48

Permission to Continue Information

Dept	Grant Title	Grant Period	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE	PBO	Auditor's Assessment	Page #
d 23	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$21,263	\$21,263	\$42,526	0.5	R	EC	67

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 2011 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2010, 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	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	10/12/2010
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	2/1/2011 - 10/1/2012	* \$8000	\$3,000	\$2,000	\$13,000	0	11/16/2010
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0	11/16/2010
			\$521,432	\$3,000	\$27,877	\$560,309	0	

2

FY 2011 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2010

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
45	Travis County Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,884	\$0	\$0	\$49,884	0	10/5/2010
58	Atmos Energy Share the Warmth	10/1/2010 - 9/30/2011	\$13,891	\$0	\$0	\$13,891	0	10/12/2010
39	Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0.75	10/12/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	4	10/26/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$80,000	\$45,000	\$625,000	1	10/26/2010
45	Juvenile Treatment Drug Court-OJJDP	10/1/2010 - 9/30/2014	\$424,979	\$141,667	\$0	\$566,646	2.5	10/26/2010
45	Juvenile Treatment Drug Court-SAMHSA/CSAT	9/30/2010 - 9/29/2011	\$199,820	\$0	\$0	\$199,820	0	10/26/2010
37	2007 Byrne Justice Assistance Grant (JAG)*	10/1/2006 - 3/31/2011	\$203,845.50	\$0	\$0	\$203,845.50	0	10/26/2010
24	Travis County Veterans's Court	9/1/2010 - 8/31/2011	\$40,000	\$0	\$0	\$40,000	0	11/16/2010
39	Travis County Adult Probation DWI Court	9/30/2010 - 9/29/2013	\$597,908	\$0	\$0	\$597,908	3.45	11/16/2010
58	Communities Putting Prevention to Work (Tobacco Free Worksite Policy)	6/1/2010 - 2/29/2012	\$200,000	\$0	\$0	\$200,000	1.5	11/16/2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/1/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	11/23/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$166,003	\$0	\$0	\$166,003	2	11/23/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	11/23/2010
22	Family Drug Treatment Court	9/1/2010 - 8/31/2011	\$119,185	\$0	\$0	\$119,185	1	11/23/2010
37	2010 UASI Grant	8/1/2010 - 7/31/2012	\$475,000	\$0	\$0	\$475,000	0	11/23/2010
37	2010 Byrne Justice Assistance Grant	10/1/2009 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
37	2010 Bryne Justice Assistance Grant	10/1/2009- 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
58	Title IV-E Child Welfare Services	10/1/2010 - 9/30/2011	\$104,195.43	\$205,012.95	\$0	\$309,208.38	0.75	11/30/2010
58	Coming of Age (formerly RSVP) - Texas Department of Aging and Disability Services (DADS)	9/1/2010 - 8/31/2011	\$23,800	\$23,800	\$0	\$47,600	0	11/30/2010
58	Coming of Age (formerly known as RSVP)	10/1/2010 - 9/30/2011	\$63,119	\$18,936	\$0	\$82,055	0.14	11/30/2010
37	State Criminal Alien Assistance Program SCAAP 2010	7/1/2008 - 6/30/2009	\$915,571	\$0	\$0	\$915,571	0	11/30/2010
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Strike Team Coordinator (UASI Award)	8/1/2010 - 7/31/2012	\$350,000	\$0	\$0	\$350,000	1	11/30/2010
47	Hazardous Materials Equipment Purchase and Maintenance (SHSP Award)	8/1/2010 - 7/31/2012	\$40,000	\$0	\$0	\$40,000	0	11/30/2010

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Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
49	Transportation Enhancement Program	11/30/2010- Completion	\$921,922	\$230,498	\$0	\$1,152,420	0	11/30/2010
49	FY11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	12/7/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant*	9/1/2010 - 7/31/2011	\$20,240	\$0	\$0	\$20,240	0	12/14/2010
58	AmeriCorps*	8/1/2008 - 7/31/2009	\$228,040	\$225,977	\$0	\$454,017	16	12/14/2010

			\$6,980,911	\$2,219,403	\$45,000	\$9,245,314	48.16	
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*Amended from original agreement.

FY 2011 Grants Summary Report

Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

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?
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	9/28/2010	Pending
24	Drug Diversion Court	\$4,701	\$4,701	\$9,402	1	8/24/2010	11/23/2010	Pending
24	Travis County Veteran's Court	\$6,982	\$6,982	\$13,964	1	8/24/2010	11/23/2010	Pending
22	Family Drug Treatment Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	11/23/2010	Pending
58	Parenting in Recovery (Personnel)	\$12,976	\$12,976	\$12,976	1	9/21/2010	10/26/2010	Pending
58	Parenting in Recovery (Operating)*	\$0	\$0	\$50,500	1	9/21/2010	10/26/2010	Pending
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010	Pending
24	Drug Diversion Court	\$4,878	\$4,878	\$9,756	1	9/28/2010	11/23/2010	Pending
24	Travis County Veteran's Court	\$7,222	\$7,222	\$14,444	1	9/28/2010	11/23/2010	Pending
19	Family Violence Protection Team	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	Awaiting Contract	No
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	10/5/2010	Awaiting Contract	No

FY 2011 Grants Summary Report

Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

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	ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	Awaiting Contract	No
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	Awaiting Contract	No
19	Family Violence Protection Team	\$23,589	\$23,589	\$47,178	1.5	12/14/2010	Awaiting Contract	No
Totals		\$134,917	\$134,917	\$307,358	17.5			

* 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
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,828,764	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	#####	\$ 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)	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,828,764	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	#####	\$ 1,760,059
Combined Totals	\$ 3,070,731	\$ 1,161,189	\$ 8,719,525	\$ 2,200,626	\$ 4,928,764	\$ 1,160,059	\$ 2,272,470	\$ 1,385,059	\$ 1,507,470	\$ 1,885,059	#####	\$ 1,885,059

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

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

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

Outstanding Grant Applications		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	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	\$100,000	\$25,000	\$100,000	\$25,000	\$0	\$125,000	\$0	\$125,000	\$0	\$125,000

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

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

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

Grant Title:	Seniors and Volunteers for Childhood Immunization		
Grant Period:	From:	10/1/2010	To: 9/30/2011
Grantor:	Coming of Age Austin Metro (formerly known as RSVP Advisory Council)		
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:			4,000			4,000
Operating:			0			0
Capital Equipment:			0			0
Indirect Costs:			0			0
Total:		\$0	\$4,000	\$0	\$0	\$4,000
FTEs:			.25			.25

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MEG	Travis County drafted the contract.

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of volunteers referred to non-profit organizations	800					800
Number of volunteers serving in outcome-based assignments (those that measure progress toward an outcome)	210					210

Number of elderly able to continue living in their own homes because of volunteer help	500					500
Number of agencies using volunteers as part of the effort to maintain services and programs	30					30
Number of academic achievement sessions (tutoring, literacy, and general education) provided by Coming of Age volunteers to 25 adults	250					250
Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	30					30
Number of mothers of newborns receiving information about immunizations	1000					1000
Measures For Grant						
Dept. measures and grant measures are the same						
Outcome Impact Description	85% of organizations provided with Coming of Age volunteers report these volunteers helped them better meet client needs					
Outcome Impact Description	85% of clients served will remain in their homes					
Outcome Impact Description	70% of agencies will report that they maintained services to their clients because of the volunteers recruited and managed by Coming of Age volunteers					
Outcome Impact Description	80% of participating organizations will report that their adult clients increased their education and/or literacy levels as a result of participating in academic achievement sessions					
Outcome Impact Description	90% of nonprofits receiving training and technical assistance through the nonprofit support component of the Coming of Age program will report a better understanding of volunteer management for the 50+ population					
<i>Outcome Impact Description</i>	<i>80% of newborns enrolled and maintained in the SVCI program will complete all required immunizations within two years</i>					

PBO Recommendation:

This grant contract with the Coming of Age Austin Metro (formerly RSVP Advisory Council) will allow the county to help fund the Seniors and Volunteers for Childhood Immunization (SVCI) program. This program uses seniors and other volunteers to distribute information to new mothers about the importance of vaccinating their babies. This is combined with another grant from the University of North Texas for total grant funding of \$12,845 for this education program.

There is no county match required. The County Auditor and County Attorney's Office have reviewed the contract. PBO recommends approval.

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

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

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

If Coming of Age Austin Metro were to decrease or eliminate funding for SVCI, then the program would seek money from other sources, including the General Fund.

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

No cash or in-kind match is required.

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

The grant does not allow payment of administrative costs.

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

If Coming of Age Austin Metro were to decrease or eliminate funding for SVCI, then the program would seek money from other sources, including the General Fund.

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

NA

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

The SVCI program uses volunteers supplied by Coming of Age. The applicable department performance measures include one for the SVCI program.



RECEIVED
10 DEC -6 AM 8:29
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

DATE: November 23, 2010

TO: Members of the Commissioners Court

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

SUBJECT: Coming of Age Austin Metro (formerly RSVP Advisory Council)
grant contract

Proposed Motion:

Consider and take appropriate action to approve the FY'11 grant contract with Coming of Age Austin Metro to help fund the Seniors and Volunteers for Childhood Immunization program.

Summary and Staff Recommendations:

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

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The \$4,000 grant from Coming of Age Austin Metro does not require a cash or in-kind match. The grant contract follows the county fiscal year. (The Coming of Age grant is

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combined with an \$8,845 grant from the University of North Texas (UNT) for a total of \$12,845 in grant funding for the SVCI program.)

Issues and Opportunities:

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

Background:

UNT has reduced its grant funding from \$12,960 in previous years to \$8,845. Coming of Age Austin Metro agreed to help make up the deficit.

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

CONTRACT FOR SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
COMING OF AGE AUSTIN METRO

I. PARTIES

This Contract ("Contract") is entered into by the following Parties: Travis County, a political subdivision of Texas ("County"), and Coming of Age Austin Metro (previously known as Retired Senior Volunteer Program of Travis County), a not-for-profit organization ("COAAM").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose.

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

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

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

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

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III. DEFINITIONS

1.0 In this Contract,

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

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

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

1.4 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.5 "County Department" means Travis County Health, Human services and Veterans' Services working separately or in conjunction with the Austin/Travis County Health and Human Services Department.

1.6 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.7 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.8 "Eligible Client" means those individuals determined by Travis County to meet requirements for receiving services under this Contract.

1.9 "Executive Manager" means Sherri Fleming, Executive Manager of Travis County Health, Human Services and Veterans' Services Department, or her successor or designated representative.

1.10 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.11 "Is doing business" and "has done business" mean:

1.11.1 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

1.11.2 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;

1.11.3 but does not include:

1.11.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public;

1.11.3.2 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 COAAM in the ordinary course of its business; and

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

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

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

1.14 "Seniors and Volunteers for Childhood Immunization ("SVCI") Program" means the Travis County Coming of Age program to encourage and assist parents in starting the immunization of their infants on a timely basis and in checking with their health care providers about their preschool child's immunization status.

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

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

IV. GENERAL TERMS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties acknowledge and agree that this Contract shall be effective during the Initial Term which begins October 1, 2010, and terminates September 30, 2011, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 **Renewal Term(s)** Unless sooner terminated pursuant to the terms of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and COAAM for up to three (3) additional years (or through September 30, 2014), or for whatever time period agreed to in writing by County and COAAM in writing. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the COAAM 's positive performance, County's continuing need for the services and approval by the Commissioners Court of the necessary budget set aside for this purpose, and will be limited to the amount approved during the budget process applicable to the Renewal Term.

3.0 AMENDMENTS

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

3.2 **Acknowledgments as to Amendments.** It is acknowledged by COAAM that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to change the terms of this agreement or any attachments to it or to sign any document obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Contract or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Contract will NOT be effective

3.3 **Submission.** COAAM shall submit all requests for all changes, alterations, additions or deletions of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the Executive Manager. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration.

4.0 **ENTIRE AGREEMENT**

4.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

4.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by COAAM in accordance with all terms of this Contract.

4.2.1 **Attachment A,** Ethics Affidavit

4.3 **COAAM Communication.**

4.3.1 **General Communication.** COAAM and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially be presented by COAAM to the County Department through the Executive Manager.

4.3.2 **Contract Issues.** At any time that COAAM has an issue, problem, dispute, or other question ("issue") concerning this Contract, COAAM may first contact County through County Department. COAAM shall provide written notice of the issue to County Department, with such written notice including a specific written description of the issue as well as the COAAM 's desired resolution of the issue. COAAM and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract.

V. RESPONSIBILITIES AND OBLIGATIONS OF COAAM

5.0 COAAM PERFORMANCE

5.1 Services and Activities.

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

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

5.2 Indemnification and Claims.

5.2.1 INDEMNIFICATION. COAAM 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 COAAM, or for damage to any property, arising out of or in connection with the work done by COAAM under this Contract, whether such injuries, death or damages are caused by COAAM 's sole negligence or the joint negligence of COAAM and any other third party.

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

5.3 Miscellaneous Responsibilities.

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

6.0 ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES

6.1 **Accurate Information.** COAAM warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of COAAM, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by COAAM, its employees, agents, or associates.

6.2 **Payment of Taxes.** COAAM acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by County on behalf of COAAM or the employees of COAAM. COAAM will not be treated as an employee with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. COAAM accepts responsibility for the compensation of employees, withholding and payment of taxes, and for purchasing any liability, disability or health insurance coverage deemed necessary by COAAM. COAAM understands that COAAM is responsible to pay, according to the law, COAAM's income tax. If COAAM is not a corporation, COAAM further understands that the COAAM may be liable for self-employment (social security) tax, to be paid by COAAM according to law.

6.3 **Non-delinquency on Federal Debt.** COAAM, by signing this Contract, certifies that COAAM is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

6.4 **Debarment, Suspension and Other Responsibility Matters.** Certification under this Section 6.4 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." COAAM, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract 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 (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where COAAM is unable to certify to any of the statements in this Section 6.4, COAAM shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

7.0 COMPLIANCE

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

7.2 **Confidentiality.**

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

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

8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

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

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

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

8.4 **Rights to Materials.** All reports, charts, schedules, records, or other appended documentation of COAAM which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by COAAM to County or created by COAAM under this document are the property of County.

9.0 **REPORTING REQUIREMENTS**

9.1 **Quarterly Reports.** County's reporting obligations under this Contract will be satisfied by the continuation of the provision of quarterly reports to the University of North Texas pursuant to the contract currently in place between Travis County and the University of North Texas for immunization. County and COAAM acknowledge and agree that they have copies of said contract and amendments and are aware of the obligations under that contract. County has no obligation to provide separate reports to COAAM under this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

10.0 **LIMITATIONS**

10.1 **County Approval.** Approval of County of any services or reports shall not constitute nor be deemed a release of the responsibility and liability of COAAM, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by COAAM, its employees, agents, or associates.

11.0 **COUNTY OBLIGATIONS.**

11.1 **County Services.** County shall provide authorized services under the Seniors and Volunteers for Childhood Immunization Program to qualified recipients of the City of Austin and Travis County through a Travis County Social Services Program Specialist in accordance with all terms of this Contract.

11.2 **County Liability.** County will not assume liability for the COAAM contribution until good funds have been deposited with the County' Treasurer's Office. COAAM assumes all liability and responsibility for payment for any portion of the total amount due attributable to funds.

11.3 **County Civil Rights/ADA Compliance.** County shall, and shall require all Subcontractors to, provide all services and activities required under this Contract 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). County shall not discriminate against any employee, applicant for employment or client based on race, religion, color, sex, national origin, age or handicapped conditions.

11.4 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from COAAM if required to do so by law.

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

VII. FINANCIAL PROVISIONS

12.0 CONTRACT FUNDS

12.1 Maximum Funds.

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

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

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

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

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

VIII. SUSPENSION/TERMINATION

13.0 TERMINATION

13.1 **Material Breach.** Either Party may terminate this Contract if the other fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching Party within ten (10) days of receipt of written notice being given by the non-breaching Party. If more than ten (10) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both Parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within the specified time, the contract may be terminated upon five (5) days written notice.

13.2 **Reasons for Termination.** Either Party shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

13.2.1 **Failure to Comply.** The other Party has failed to comply with any term or condition of this Contract;

13.2.2 **County Funding Out.** During the budget planning and adoption process, Commissioners Court fails to provide funding for this Contract for the County Fiscal Year following the beginning of the contract period,

13.2.3 **Ability to Conform.** Either Party is unable to conform to changes required by federal, state and local laws or regulations, or

13.2.4 **Beneficial Results.** Either Party finds that the other Party is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

13.3 **Notification.** County Purchasing Agent shall notify COAAM pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Contract to be terminated.

13.4 **Without Cause Termination.** Either Party may terminate this Contract, in whole or in part, without cause, if the Party wanting to terminate the agreement notifies the other party in compliance with the notice provisions of the agreement of the decision to terminate this Contract, the effective date of termination at least sixty (60) days after that notice and, in the case of a partial termination, the portion of the agreement to be terminated.

13.5 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

13.6 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, the terminating Party shall notify the other Party in compliance with Section 16.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where applicable, the non-terminating may avoid the termination of this Contract if that Party corrects the causes for the reasons for termination stated in the notice to the satisfaction of other Party, as determined by that Party, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

13.7 **Results of Termination.**

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

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

VIII. MISCELLANEOUS PROVISIONS

14.0 **COAAM STATUS.**

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

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

15.0 MONITORING

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

16.0 NOTICES

16.1 **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Contract 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 hereinafter specified.

16.2 **County Address.** The address of County for all purposes under this Contract shall be:

Sherri Fleming, Executive Manager (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

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

16.3 **COAAM Address.** The address of the COAAM for all purposes under this Contract and for all notices hereunder shall be:

Coming of Age Austin Metro
P. O. Box 1748
Austin, Texas 78767

16.4 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 16.0. Any change in the address, including a change in the COAAM's Executive Director or Chairperson of the Board of Directors, shall be reported to the Executive Manager and the Purchasing Agent within twenty (20) days of the change.

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

17.0 **PROHIBITIONS**

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

17.2 **Conflict of Interest.**

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

17.2.2 **Conflict of Interest Questionnaire.** If required by Chapter 176, Texas Local Government Code, COAAM shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The COAAM 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 this submitted Questionnaire becomes incomplete or inaccurate, the COAAM shall submit an updated Questionnaire. The COAAM should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

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

17.4 **Gratuities.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by COAAM or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from COAAM a sum equal in amount to the cost incurred by COAAM in providing such gratuities. COAAM's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

17.5 **Nepotism.** COAAM agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of COAAM shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

18.0 **ASSIGNABILITY**

18.1 **Written Approval.** No Party may assign any of the rights or duties created by this Contract without the prior written approval of the other Party. This provision includes assignment, sale, merger or any other action resulting in any change in the status of COAAM. It is acknowledged by COAAM that no officer, agent, employee or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Section 18.1, "Assignment," shall be made in writing to the Purchasing Agent. Failure to secure the approval required in this Section 18.1 may result in delay of payment or other sanctions.

18.2 **Binding Agreement.** Subject to Section 18.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

19.0 **LEGAL AUTHORITY**

19.1 **CPAAM Authority.** COAAM guarantees that COAAM possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services COAAM has obligated itself to perform under this Contract.

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

19.3 **Suspension.** County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either COAAM or the person signing this Contract to enter into this Contract or to render performances under it. COAAM and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 19.1 or Section 19.2.

20.0 **INTERPRETATIONAL GUIDELINES**

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

20.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

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

21.0 **OTHER PROVISIONS**

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

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

21.3 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation

under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

21.5 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

21.6 **Dispute Resolution - Administration by Purchasing Agent.** When the COAAM and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 4.3, the COAAM 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 COAAM's requested resolution of the dispute and any other relevant information which COAAM 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 void. If the COAAM does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the COAAM must submit a written notice to the Purchasing Agent with a copy to the Executive Manager 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 COAAM 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 COAAM's satisfaction, COAAM 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 Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. COAAM then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

21.7 **Mediation.** If the COAAM is not satisfied with the resolution of the dispute pursuant to Section 21.6, COAAM shall notify the Executive Manager, 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, 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.

21.8 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent

population which the County serves. The Commissioners Court further finds that the provision of services to be provided by CCOAAM pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

21.9 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. COAAM agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

22. **EFFECTIVE DATE**

22.1 This Contract is effective October 1, 2010, when fully executed by all Parties.

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

COMING OF AGE AUSTIN METRO

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

Date: 11-9-10

TRAVIS COUNTY

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

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____

Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENT A

ETHICS AFFIDAVIT

Date: 1
Name of Affiant: Penny L. Cedel
Title of Affiant: President
Business Name of COAAM ("Contractor"): _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Penny L. Cedel

Address

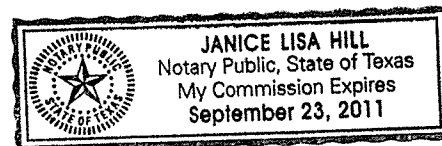
SUBSCRIBED AND SWORN TO before me by Penny Cedel on 11/23, 2010.

Notary Public, State of Texas

Janice Lisa Hill
Janice Lisa Hill

Typed or printed name of notary

My commission expires: 9/23/11



DISCLOSURE/WARRANT

STATE OF TEXAS
COUNTY OF TRAVIS

CONTRACT # _____

COAAM ("CONTRACTOR"): _____

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

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

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

KEY CONTRACTING PERSONS LIST

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
October 13, 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 McDaniel, 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
 Director, Health Services Division..... Beth Devery
 Attorney, Health Services Division Prema Gregerson*
 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..... C.W. Bruner, CTP*
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis*

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FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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.

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:	Health & Human Services (58)/Division 57
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	DOE Weatherization Assistance Program		
Grant Period:	From:	4/1/2010	To: 3/31/2011
Grantor:	Texas Department of Housing & Community Affairs		
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	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$62,327					\$62,327
Operating:	106,109					106,109
Capital Equipment:						0
Indirect Costs:	18,493					18,493
Total:	\$186,929	\$0	\$0	\$0	\$0	\$186,929
FTEs:						0.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
Applicable Depart. Measures		12/31/10	3/31/11	6/31/11	9/30/11	
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP and Home Repair only)	250					250
Measures For Grant						
# of Households receiving DOE Weatherization Assistance Program	37					37

Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage, lower household energy costs, and enable the household to become energy self-sufficient.
----------------------------	---

PBO Recommendation:

This contract amends the existing Weatherization Assistance Program grant from the Texas Department of Housing and Community Affairs by increasing the award amount by \$93,257. These additional funds will be used to assist more low-income households by making weatherization improvements to their homes. There is no county match required. The County Attorney's Office and Auditor's Office have reviewed the contract.

PBO recommends approval of this grant amendment.

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 amendment increases the original award of \$93,672 to \$186,929, representing a difference of \$93,257. The funding source, the Texas Department of Housing and Community Affairs by providing this amendment is obligating its 2009 DOE Unused Balance funds. These funds will continue to be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to their residences. The benefit of weatherizing these households and reducing home energy needs will further improve the ability for those households to become energy self-sufficient.

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

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$18,493) at the rate of 10% of the total allowable expenditures excluding funds for travel and training (\$2,000).

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.

N/A

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. The Housing Services' staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with the grant funding. Services are provided by either in-house staff or by purchasing contracted services.

The additional funding provided through this contract amendment gives the department the ability to assist a greater amount (approximately 20) of eligible clients seeking minor home repair, and weatherization services. An eligible residence may be assisted with this DOE program in conjunction with the LIHEAP weatherization grant program funding when needed to complete the weatherization tasks.



RECEIVED

10 DEC -8 PM 12:41

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

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

Date: December 7, 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 2010 – 11 DOE Weatherization Assistance Program
Contract Amendment 1

Proposed Motion: Consider and take appropriate action to approve the contract amendment 1 with Texas Department of Housing and Community Affairs for the DOE Weatherization Assistance Program for 2010 - 11.

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 1 from the Texas Department of Housing and Community Affairs (TDHCA). This amendment increases the available funding for this grant period by adding an additional \$93,257, bringing the e total grant funding for this contract to \$186,929. The DOE grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 200% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: We will use the DOE funds for administration, materials, labor, insurance, single audits costs and training. The funds for materials will

JB

be budgeted in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salary and benefit line items. The insurance, single audit costs and training will be budgeted in the corresponding insurance, audit, travel, and training line items. No matching funds are required for this grant. This contract period is 04/01/10 through 03/31/11.

Issues and Opportunities: We were able to provide weatherization services for 43 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy. The additional funding provided through this contract amendment gives the department the ability to assist approximately 20 more eligible households seeking minor home repair and weatherization services.

It should be noted that this contract amendment is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract amendment.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst IV, 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
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56100000964 FOR THE
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

AMENDMENT NUMBER: 1

SECTION 1.

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient"), do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 56100000964 ("Contract").

SECTION 2.

The period for performance of this contract, unless earlier terminated, is April 01, 2010 through March 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended to obligate 2009 DOE Unused Balance Funds by deleting **Attachment A - Budget and Performance Document** in its entirety and replacing it with the amended **Attachment A - Budget and Performance Document** attached hereto.

SECTION 4. AGREEMENT

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

SECTION 5.

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

SECTION 6.

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

AGREED TO AND EXECUTED BY:

Travis County

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56100000964 FOR THE
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

AMENDMENT NUMBER: 1

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Travis County

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 184,929.00</u>	DOE WAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 184,929.00</u>	TOTAL ANTICIPATED DOE WAP FUNDS
<u>\$ 2,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS ¹

CATEGORIES	FUNDS
² Administration	\$ 18,493.00
³ Liability / Pollution Occurrence Insurance	\$ 5,750.00
Fiscal Audit	\$ 800.00
Materials / Program Support / Labor	\$ 127,909.00
⁴ Health and Safety	\$ 31,977.00
SUB-TOTAL	\$ 184,929.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 186,929.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 90 days prior to the end of the contract term (by December 31, 2009) will be reviewed.** TDHCA may decline to review written requests received during the final 90 days of the contract term.

² Denotes maximum for administration based on 10.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$2,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

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PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 11/01/2010

Travis County

By: _____ on _____
Samuel T. Biscoe, Travis County Judge Date
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

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 Sheriff's Office
Contact Person/Title:	Michael Hemby - Planning Manager
Phone Number:	854-4924

Grant Title:	Homeland Security Grant Program- Urban Area Strategic Initiative (UASI)		
Grant Period:	From:	9/1/2008	To: 1/15/2011
Grantor:	Texas Department of Public Safety		
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 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:	\$136,234.36					\$136,234.36
Operating:						
Capital Equipment:						
Indirect Costs:						
Total:	\$136,234.36					\$136,234.36
FTEs:						

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
Applicable Depart. Measures		12/31/09	3/31/10	6/31/10	9/30/10	
Measures For Grant						
Outcome Impact Description						
Creation of Regional Fusion	Yes					
Outcome Impact Description						

Outcome Impact Description	
----------------------------	--

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of an amendment with the Texas Department of Public Safety in order to close out the 2008 Department of Homeland Security, Urban Area Strategic Initiative (UASI) Grant. The amendment reduces the award by \$17,720.64 from projected unspent funds that will be reallocated toward the City Austin's grant. The department worked with the City of Austin and City of Round Rock to pool remaining unspent grant resources that will be used by the City of Austin for regional projects rather than having any unspent funds sent back to the grantor.

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 grant is to provide for a Regional Information Fusion Center in the Central Texas Region in accordance with the regional executive committee ranking of regional response to potential terrorism response. This center will be comprised of partners from the Texas Department of Public Safety, Austin Police Department, Travis County Sheriff's Office, Round Rock Police Department, and the Williamson County Sheriff's Office.

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

TCSO converted the grant FTE to general fund FTE via internal funding in FY 11.

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

No

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

No

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

No - TCSO has continued participation in the regional center using departmental resources.

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

No longer new.

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 program is designed to focus our efforts in manners that have been found to be successful in other regional fusion centers across the State of Texas and nationally. Furthermore, by partnering with state, county and municipal agencies, we have been able to assist with several high profile criminal cases that utilized the combined resources of the partner agencies.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

December 2, 2010

MEMORANDUM

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

FROM: Michael G Hemby 783, Planning Manager *[Signature]*

SUBJECT: 2008 Homeland Security – Urban Area Strategic Initiative Grant Award
Adjustment for Closeout

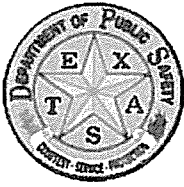
As part of the closeout of our 2008 UASI grant (2008-GE-T8-0034), which expires on 1/15/2011, we have worked with the State Administrative Agency, the City of Austin, and City of Round Rock to consolidate our resources to best serve the region. Thus, we have decided to pool our remaining funds so that the City of Austin can reclass those funds to the 2009 UASI grant rather than us all lose the funds back to the State.

Therefore, the SAA has granted our request for a Grant Adjustment Notice (attached GAN) that reduces our original awards on our 2008 UASI and 2008 UASI LEAP from \$132,565 and \$21,390 to \$127,669.11 and \$8,565.25 respectively. Thus our original award total of \$153,955.00 is reduced to \$136,234.36 for a total reduction of \$17,720.64. This is also in accordance with the SAA's standard operating procedure of issuing a GAN to adjust your award in order to close out the grant rather than Travis County issuing a check for the balance.

Again, this is a technical Grant Adjustment Notice that needs to be signed in order to meet the closeout requirement of our 2008 UASI and UASI LEAP Grant. The original acceptance of this grant was approved on Commissioners' Court on 12/30/2008 as item 6c. I have attached a copy of that document for your review.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor



Texas Department of Public Safety

2008 Grant Adjustment Notice for Travis County

Date of Award

December 2, 2010

1. Sub-Recipient Name and Address		2. Prepared by: Lara, Pete H.		3. SAA Award Number: 08-GA 48453-05		
Judge Samuel T. Biscoe Travis County P. O. Box 1748 Austin, TX 78767		4. Federal Grant Information				
		Federal Grant Title:		Homeland Security Grant Program		
		Federal Grant Award Number:		2008-GE-T8-0034		
		Date Federal Grant Awarded to TxDPS:		September 1, 2008		
		Federal Granting Agency:		Federal Emergency Management Agency National Preparedness Directorate		
5. Award Amount and Grant Breakdowns						
Total Award Amount \$170,993.36	Note: Additional Budget Sheets (Attachment A): <input type="checkbox"/> Yes <input type="checkbox"/> No					
	SHSP 97.073 \$34,759.00	SHSP-LEAP 97.073 \$0.00	UASI 97.008 \$127,669.11	UASI-LEAP 97.008 \$8,565.25	CCP 97.053 \$0.00	MMRS 97.071 \$0.00
	This award supersedes all previous awards. Performance Period: Sep 1, 2008 to Jan 15, 2011					
	6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.					
7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.						
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov .						
9. Agency Approval						
Approving TxDPS Official: Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety			Signature of TxDPS Official: 			
10. Sub-Recipient Acceptance						
I have read and understand the attached Terms and Conditions.						
Type name and title of Authorized Sub-Recipient official: Samuel T Biscoe - County Judge Travis County, Texas			Signature of Sub-Recipient Official: 			
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 74-60000192					12. Date Signed : 	
13. DUE DATE: January 16, 2011						
Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.						

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf. Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. Measure of Liability. TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations

incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TDEM's Right to Terminate. TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance

pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds 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 these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI NSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to

satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtml
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: <http://www.fema.gov/emergency/nims/rm/rt.shtml>. This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with TDEM for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrix_states.pdf

FY 08 NIMS implementation requirements must be completed by September 30, 2008.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 14, 2010. The last day for submission of invoices is February 28, 2011.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principles for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. TDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five

60

percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, TDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to TDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by TDEM, during the period of this Sub-recipient agreement's performance as TDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

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Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://lo2.tlc.state.tx.us/statutes/qv.toc.htm>

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+137t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%293ACITE%20%20%20%20%20%20%20%20%20%20>

[illegible]

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
<http://edocket.access.gpo.gov/cfr/2007/octqtr/44cfr5.1.htm>

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601)
<http://www.access.gpo.gov/uscode/title42/chapter61.html> ; (44 C.F.R. 25.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)
<http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. http://www.fema.gov/emergency/nims/nims_training.shtm

1. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141) Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx/07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx/08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&tj=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&tj=1&pt=5)

M. PUBLICATIONS - 44 C.F.R., Section 13.34 <http://edocket.access.gpo.gov/cfr/2007/octqtr/44cfr13.34.htm>

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for

Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, Sam Biscoe as Mayor/County Judge of Travis County, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. 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 covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.

2. 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;

3. 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 (D)(2) of this certification; and

4. 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; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

cef

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned, Sam Biscoe, as Mayor/County Judge of the Travis County, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that 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 31 U.S.C § 1352. 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.

Chief Elected Official, Mayor/County Judge Date

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Original

6c



Governor's Division of Emergency Management

2008 Sub-Recipient Agreement

for

Travis County

Date of Award

November 18, 2008

1. Sub-Recipient Name and Address

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

2. Prepared by: Seals, Freddie

3. SAA Award Number: 08-SR 48453-01

4. Federal Grant Information:

Federal Grant Title: Homeland Security Grant Program
Federal Grant Award Number: 2008-GE-T8-0034
Date Federal Grant Awarded to GDEM: September 1, 2008
Federal Granting Agency: Federal Emergency Management Agency
National Preparedness Directorate

5.

Award Amount and Grant Breakdowns

Total Award Amount

\$153,955.00

Note: Additional Budget Sheets (Attachment A):

☐ Yes

☐ No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
\$0.00	\$0.00	\$132,565.00	\$21,390.00	\$0.00	\$0.00

This award supersedes all previous awards.

Performance Period: Sep 1, 2008 to Jan 15, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9.

Agency Approval

Approving GDEM Official:

Jack Colley, Chief
Division of Emergency Management
Office of the Governor

Signature of GDEM Official:

10.

Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Samuel Biscoe

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

74-6000192

12. Date Signed :

12.30.08

13. DUE DATE: January 2, 2009

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

Original CAN 12/30/08

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GRANT SUMMARY SHEET

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

Department/Division:	County Attorney's Office, Sheriff's Office, District Attorney's Office		
Contact Person/Title:	Mack Martinez, CA; Karen Maxwell, TCSO; Vicki Skinner, DA		
Phone Number:	854-9658	854-7508	854-9522

Grant Title:	Family Violence Protection Team		
Grant Period:	From:	10/1/2010	To: 9/30/2012
Grantor:	VAWA/US Department of Justice		
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:	\$699,507			\$168,239		\$867,746
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	\$699,507	\$0	\$0	\$168,239	\$0	\$867,746
FTEs:	4.50					4.50

*This amount is for the full grant spread over several departments.

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	FTE
001-2311-545-0701	\$21,263	\$21,263	\$42,526	.5

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
# of felony family violence cases indicted (DA)	800					800
% of felony family violence cases completed (DA)	90%					90%
# of felony family violence strangulation cases indicted (DA)	100					110

# of protective orders filed (CA)	710					710
Measures For Grant						
# of felony family violence cases staffed with law enforcement (DA)	400					420
# family violence victims served (SO)	1300					1300
Outcome Impact Description	The co-location of the prosecutors with team members who have specialized family violence case expertise allows for effective and efficient staffing and review of more cases than would be possible for an intake prosecutor with a general caseload.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This is a request for permission to continue the Family Violence Protection Team grant in the District Attorney's Office. The permission to continue for the Sheriff's Office was approved by Commissioners Court on 12/7/10 and the permission to continue the grant in the County Attorney's Office was approved on 12/14/10. The District Attorney's Office is requesting to continue the grant through the end of January. The department has received verbal confirmation of the award however they are awaiting approval by City Council as the Austin Police Department is the primary grantee. Funds used for this continuation of the grant will be reclassified against the grant once the award is certified.

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 request seeks the Court's consent to continue the positions currently funded through the Family Violence Protection Team grant. We have just received notification from City of Austin that they have been awarded the requested funding for FY2011-FY2012, which will continue support of the collaborative partners of the Austin/Travis County Family Violence Protection Team.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, Travis County Constable's Office Precinct 5, SafePlace, and the Texas RioGrande Legal Aid. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2001, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and the half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continue the grant funding for these positions through September 30, 2008. In FY09 the grant was further enhanced with the addition of a victim witness counselor in the Sheriff's Office and an overtime allotment for the Constables Precinct 5 to serve temporary ex parte protective orders represented by the Travis County Attorney's Office.

In FY11-FY12 grant application includes funding requests for the following Travis County participants in FVPT:

- 1) Sheriff – 1FTE detective - \$72,252 (34% grant funding/66% County funding)
1 FTE victim counselor - \$85,203 (75% grant funding/25% County funding)
- 2) County Attorney – 1.5 FTE attorneys - \$281,634
- 3) District Attorney - .5 FTE intake family violence attorney - \$130,418
.5 FTE intake family violence strangulation case attorney - \$124,000
- 4) Constable Precinct 5 – constable overtime pay - \$6,000

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

None.

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 Sheriff's Office has budgeted funds to cover the remainder of the amount required for the FTE positions that are only partially funded by the grant.

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

Only salary and fringe benefits are allowed in the 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.

There is no County commitment to funding if the grant is discontinued. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

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

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

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 full-time assistant county attorneys provide a comprehensive program for civil enforcement of protective orders and file and prosecute contempt cases for violations of the orders. The full-time Sheriff's Office detective investigates family violence cases that fall within the County's jurisdiction, provides assistance to the smaller municipalities and trains victim services and law enforcement personnel. The full-time victim counselor provides service referrals, safety planning and assistance for victims of domestic violence, sexual assault, and stalking. Precinct 5 Constables serve Temporary Ex Parte Protective Orders and escort the applicant from the residence if the respondent refuses to leave. Continuation grant funding is requested for the part-time assistant district attorney who staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community.

New grant funding is requested for a part-time assistant district attorney who will screen cases alleging strangulation, prepare and present strangulation cases to the grand jury, as well as assist in the prosecution of those cases in District Court. The new law that enhances penalties for assaulting a family member by strangulation or suffocation will increase the workload of the District Attorney's Family Justice Division.

The work of the assistant county attorneys is tied to three of the County Attorney's Office program measures: total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence Protection Team and adds valuable investigative assistance. The key program measure impacted by the victim counselor is the number of crime victims served. The work of the assistant district attorneys on the grant impacts the District Attorney's Office program measures: number of family violence cases indicted and % of family violence cases completed, # of felony family violence strangulation cases indicted, % of felony family violence strangulation cases completed.



Rosemary Lehmberg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office

DATE: December 7, 2010

Vicki Skinner for Rosemary Lehmberg

SUBJECT: Request to Continue a Family Violence Protection Team Grant Position
Through January 31, 2011

The District Attorney's Office requests permission to continue the Family Violence Protection Team grant-funded .5 Assistant District Attorney position through January 31, 2011. The City of Austin received a new grant from the U.S. Department of Justice, Office on Violence Against Women to fund the Family Violence Protection Team Community-Defined Solutions Against Women Program. Although the new grant period began October 1, 2010, the interlocal between the City of Austin and Travis County has not yet been approved to provide funding for the Travis County Team positions. We anticipate that the interlocal will be finalized and submitted to the City Council and the Commissioners Court during January.

The salary and fringe benefit costs for the Assistant District Attorney position (slot 239) for October 1, 2010 through January 31, 2011 will be \$21,263.

We appreciate your consideration of this request. Please call me at 854-9522 if you would like any additional information.

xc: Katie Petersen Gipson, Planning and Budget Office
Matt Naper, Auditor's Office
Jim Connolly, Assistant County Attorney

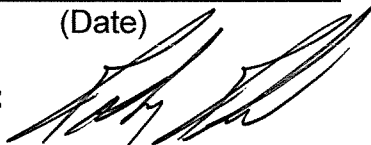
72

Travis County Commissioners Court Agenda Request

Voting Session December 21, 2010
(Date)

Work Session _____
(Date)

I. Request made by:



Rodney Rhoades, Executive Manager, Planning and Budget Phone # 854-4718
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 \$945,893.77, for the period of December 3, 2010 to December 9, 2010.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

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

III. Required Authorizations: Checked if applicable:

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 21, 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: December 3, 2010 to December 9, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$945,893.77

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 \$945,893.77.

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
DECEMBER 3, 2010 TO DECEMBER 9, 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: December 21, 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: December 3, 2010
 TO: December 9, 2010

REIMBURSEMENT REQUESTED: **\$ 945,893.77**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,606,726.87
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: December 14, 2010	\$ (658,118.37)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 945,893.77
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 945,893.77</u>

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

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

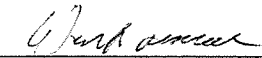
Fifteen percent (15%) of all claims under \$25,000 (\$141,945.04) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

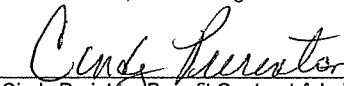
All claims have been reviewed to determine if they have exceeded the \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$26,646.31).

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.

 12/14/10
 Diane Blankenship, Director, HRMD Date

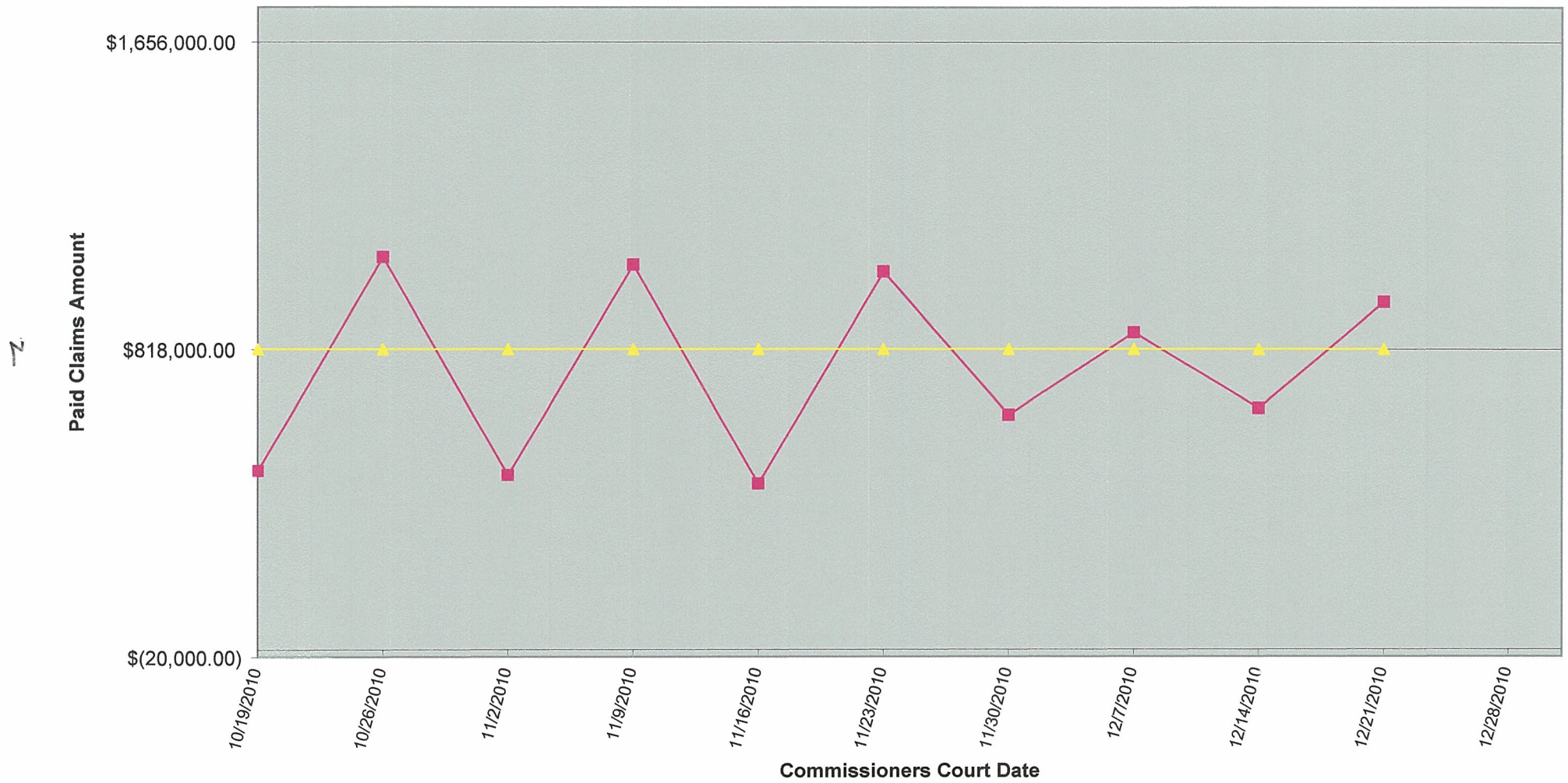
 12/14/2010
 Dan Mansour, Risk Manager Date

 12/13/10
 Cindy Purinton, Benefit Contract Administrator Date

 12/13/10
 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 FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85



From: <SIFSFX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 12/10/2010 4:58 AM
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-12-10 REQUEST AMOUNT: \$1,606,726.87

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-12-09	\$440,272.38
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,498,445.62
+ CURRENT DAY NET CHARGE:	\$108,281.25
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,606,726.87

ACTIVITY FOR WORK DAY: 2010-12-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$393,399.02	\$00.00	\$393,399.02
TOTAL:	\$393,399.02	\$00.00	\$393,399.02

ACTIVITY FOR WORK DAY: 2010-12-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$254,401.87	\$00.00	\$254,401.87

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_12_09

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	-289.06	NN	1327939	AH		7	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-289.06	NN	969489	AI		16	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-289.06	NN	1592044	AE		5	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-331.2	RJ	89899840	AA		1	8/23/2010	50	12/7/2010	12/9/2010
701254	632	-333.13	UZ	67350110	AA		7	12/2/2010	50	12/8/2010	12/9/2010
701254	632	-374.11	NN	1583422	AF		48	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-376.02	NN	1784674	AI		3	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-378.49	NN	1378237	AH		1	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-450.62	NN	1502962	AF		16	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-451.45	NN	975307	AH		9	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-521.1	NN	1573542	AH		1	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-537.7	NN	1841241	AF		19	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-603.04	NN	1722584	AH		1	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-651.89	NN	1630558	AA		1	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-825.57	NN	1583298	AH		1	12/9/2010	200	12/6/2010	12/9/2010
701254	632	-889	RI	44195750	AE		9	5/28/2010	50	12/7/2010	12/9/2010
701254	632	-930.6	RK	89102600	AA		7	11/30/2010	50	12/6/2010	12/9/2010
701254	632	-1118	RJ	53086290	AH		1	11/30/2010	50	12/6/2010	12/9/2010
701254	632	-4803.55	UW	33167060	AA		8	12/2/2010	50	12/8/2010	12/9/2010

945,893.77

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/9/2010

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

6

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/9/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	95,845.48
	RR	
	526-1145-522.45-29	45,704.91
Total CEPO		\$141,550.39
EPO		
	EE	
	526-1145-522.45-20	231,838.65
	RR	
	526-1145-522.45-21	46,636.01
Total EPO		\$278,474.66
PPO		
	EE	
	526-1145-522.45-25	457,527.56
	RR	
	526-1145-522.45-26	68,341.16
Total PPO		\$525,868.72
Grand Total		\$945,893.77

Travis County Commissioners Court Agenda Request

Voting Session 12/21/10
(Date)

Work Session _____
(Date)

I. Request made by:



Rodney Rhoades, Executive Manager, Planning and Budget Phone # 854-9106
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Consider and take appropriate action on proposed routine personnel amendments.

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

December 21, 2010

ITEM # :

DATE: December 10, 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: Rodney Rhoades, Executive Manager, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

RR/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
County Clerk	137	Court Clerk Asst	11 / Level 3 / \$28,808.00	11 / Level 3 / \$28,808.00
County Clerk	138	Court Clerk I	13 / Level 4 / \$33,883.20	13 / Level 4 / \$33,883.20
JP Pct 2	22	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
JP Pct 3	24	Office Specialist	10 / Minimum / \$24,681.49	10 / Minimum / \$24,681.49
Juvenile Probation	601	Juvenile Detention Ofcr I**	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Sheriff	274	Cadet	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
* Temporary to Regular			** Actual vs Authorized	

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Clerk	137	Court Clerk Asst	11 / Level 3 / \$28,808.00	11 / Level 3 / \$28,808.00
County Clerk	138	Court Clerk I	13 / Level 4 / \$33,883.20	13 / Level 4 / \$33,883.20
JP Pct 2	22	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
JP Pct 3	24	Office Specialist	10 / Minimum / \$24,681.49	10 / Minimum / \$24,681.49
Juvenile Probation	601	Juvenile Detention Ofcr I**	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Sheriff	274	Cadet	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23147	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
Fac Mgmt	20070	Custodian	5 / \$11.00	5 / \$11.00	02
Tax Collector	20092	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	20096	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	50067	Administrative Asst I	11 / \$12.70	11 / \$12.70	05
TCCES	50068 (2 nd Job)	Office Specialist	10 / \$11.87	10 / \$11.87	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23147	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
Fac Mgmt	20070	Custodian	5 / \$11.00	5 / \$11.00	02
Tax Collector	20092	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	20096	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	50067	Administrative Asst I	11 / \$12.70	11 / \$12.70	05
TCCES	50068 (2 nd Job)	Office Specialist	10 / \$11.87	10 / \$11.87	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	474	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	653	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1372	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1404	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1406	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	210	Juvenile Probation Ofcr I* / Grd 14	Juvenile Probation Ofcr II / Grd 15	\$33,323.16	\$34,989.32	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 4	Slot 16 / Court Clerk I* / Grd 13 / \$33,877.48	Constable 4	Slot 16 / Court Clerk II / Grd 15 / \$36,877.48	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 5	Slot 6 / Office Manager Sr / Grd 21 / \$67,865.18	Constable 5	Slot 26 / Office Manager Sr Succession / Grd 21 / \$67,865.18	Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 1/16/11.
Criminal Courts	Slot 185 / Court Reporter / Grd 24 / \$65,537.68	Criminal Courts	Slot 154 / Court Reporter / Grd 24 / \$77,242.79	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Pay is between min and midpoint of pay grade.
District Atty	Slot 114 / Office Specialist / Grd 10 / \$25,543.60	District Atty	Slot 114 / Office Specialist / Grd 10 / \$26,271.60	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 364 / Office Specialist / Grd 10 / \$27,703.01	Juvenile Probation	Slot 118 / Administrative Asst II / Grd 13 / \$31,858.46	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 341 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$52,590.72	Sheriff	Slot 341 / Deputy Sheriff Law Enforcement* / Grd 72 / \$48,506.02	Error correction to Pers Amend 11/30/10. Correcting position, pay grade, and pay. HRMD reviewed supporting documents.
Sheriff	Slot 820 / Licensed Voc Nurse / Grd 15 / \$50,854.99	Sheriff	Slot 1323 / Licensed Voc Nurse* / Grd 15 / \$50,854.99	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1529 / Cert Peace Officer Sr / Grd 84 / \$62,010.42	Sheriff	Slot 1820 / Cert Peace Officer Sr / Grd 84 / \$62,010.42	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to authorize the County Auditor to release and County Treasurer to disburse the remaining amount of the Central Austin land purchase price, settlement costs and broker commission on or prior to the closing date of December 29, 2010.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The remaining amounts due to complete the procurement of the Central Austin land as per the approved purchase and sales agreement are due to be deposited prior to the closing date of December 29, 2010. In addition, the real estate broker commission will be due to UGL Equis Corporation on or before the closing date.

STAFF RECOMMENDATIONS:

Facilities Management Department in coordination with the remainder of the Core Team recommends authorization for payment of the remaining amounts due to complete the Central Austin land purchase.

ISSUES AND OPPORTUNITIES:

The Commissioners Court approved the purchase and sales agreement on December 14, 2010. The due diligence reviews are underway. Any issues that would impact the closing on the property will be briefed to the Commissioners Court prior to the closing date.

FISCAL IMPACT AND SOURCE OF FUNDING:

Per reimbursement resolution.

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	12/14/2010 10:51 AM
Facilities Management	Roger El-Khoury	Completed	12/14/2010 11:02 AM
Emergency Services	Danny Hobby	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding commission for UGL Equis in Central Austin Land Purchase.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

UGL Equis Corporation is providing real estate brokerage services for Travis County Central Campus Study. The Core Team met and voted to recommend a 3% commission to UGL Equis Corporation as compensation for their services as our real estate broker on the Central Austin land purchase as stated in the contract. The method of compensation is specified in the modification number one in contract number PS090042RV between Travis County and UGL Equis Corporation.

STAFF RECOMMENDATIONS:

The Core Team recommends a commission of 3% of the transaction for the Central Austin Land Purchase.

ISSUES AND OPPORTUNITIES:

Travis County staff has been working with our broker to purchase a land in central Austin. UGL Equis Corporation has provided the brokerage services needed to finalize the land purchase transaction. Once the Commissioner Court approves the contract with the seller and the purchase transaction is completed, the brokerage fee is due to UGL Equis Corporation as per our contract.

FISCAL IMPACT AND SOURCE OF FUNDING:

Per reimbursement resolution.

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	12/13/2010 5:04 PM
Facilities Management	Roger El-Khoury	Completed	12/13/2010 6:16 PM
Emergency Services	Danny Hobby	Completed	12/14/2010 8:37 AM
County Judge's Office	Cheryl Aker	Completed	12/14/2010 11:54 AM
Commissioners Court	Cheryl Aker	Pending	



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on parking leases for the following locations:

- A. Renewal of lease with Central Parking of Texas, Inc. for slots located at the 812 San Antonio Garage;
- B. Renewal of license agreement with Standard Parking, Inc. for increased number of slots at the parking garage located at 9th and Lavaca Street;
- C. Renewal of lease with Texas Oil and Gas Association for parking at 1300 Guadalupe Street; and
- D. Renewal of lease with Central Parking of Texas, Inc. for parking located at 1250 Guadalupe Street.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County currently has 7 license or lease agreements in place for parking which provide 183 parking spaces, of which 18 of these spaces are located near the Medical Examiner's office for their use. The remaining 6 leases provide 165 spaces for use of County employees.

Attachment One is a spreadsheet showing the current parking leases at the top of the page, and the proposed leases are listed at the bottom of the sheet. The expiration date of the current leases is as listed, with 5 leases due to terminate on December 31, 2010. The other 2 leases do not have a fixed term and will continue until terminated. Item #1 on the spreadsheet is the lease with Central Parking of Texas which provides for 65 parking spaces at the garage located at 812 San Antonio. The parking administrator has agreed to a new lease for another 12 months at the same rates. This lease is at Attachment Two.

Item #2 on the spreadsheet is the lease for parking in the garage at 9th and Lavaca Street. Travis County currently leases 40 spaces in this garage.

The updated license agreement at Attachment Three would provide 60 parking spaces in this garage at the same cost per space per month. The parking administrator for this garage has agreed to this increase in numbers of slots with the condition that they be allowed to reduce the number of slots available to the County in increments of 20 spaces upon 30 day written notice.

Item #4 on the spreadsheet is the expiring license agreement for 20 parking spaces at the garage located at 301 West 13th Street. Due to inability to negotiate a fair rate for these spaces, Facilities Management Department (FMD) recommends this agreement be allowed to expire at the end of term. The 20 spaces lost at this garage would be offset by the increase at the 9th and Lavaca garage, at a lower cost to the County. FMD will work with those individuals that are currently assigned to this garage to place in other lots or garages.

Item #6 on the spreadsheet is the lease with Texas Oil and Gas Association for 10 parking spaces located at the 1300 Guadalupe surface lot. They requested an increase of \$5 per space per month to \$80 per space for the upcoming year. The proposed new lease agreement is at Attachment Four.

The final lease on the spreadsheet is with Central Parking of Austin for 5 parking spots at the surface lot located at 1250 Guadalupe. The parking administrator has agreed to a new lease at the same terms as before. This new lease is at Attachment Five.

STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) recommends the following:

- A. Approval of the renewed lease with Central Parking of Texas, Inc. for 65 slots located at the 812 San Antonio Garage at \$94 per slot per month;
- B. Approval of revised license agreement with Standard Parking, Inc. for 60 spaces located in the garage at 9th and Lavaca Street at \$100 per slot per month;
- C. Approval of new lease with Texas Oil and Gas Association for 10 spaces located at 1300 Guadalupe Street at \$80 per slot per month; and
- D. Approval of new lease with Central Parking of Texas, Inc. for 5

spaces located at 1250 Guadalupe Street at \$90 per slot per month.

ISSUES AND OPPORTUNITIES:

Travis County currently leases 183 parking spaces at an annual cost of \$192,960. The proposed renewals and revisions will provide 183 parking spaces at an annual cost of \$192,120, a savings of \$840 over the current leases.

FISCAL IMPACT AND SOURCE OF FUNDING:

Annualize Cost of Downtown Parking Leases, \$192,120. Included in approved lease budget.

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	12/09/2010 3:13 PM
Facilities Management	Roger El-Khoury	Completed	12/09/2010 3:32 PM
County Attorney's Office	Tenley Aldredge	Pending	
Emergency Services	Danny Hobby	Completed	12/13/2010 9:08 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Facilities Management Department
Roger A. El Khoury, M.S., P.E.

Leased Parking

Date 12/9/2010

No	Lease Parking Current Year	Space	Cost/Mo/SP	Current Annual Cost	Expiration	Landlord/Management
1	812 San Antonio / Parking Garage	65	\$ 94	\$ 73,320	December 31, 2010	Central Parking/Andrea Borel
2	901 Lavaca (Frost) / Parking Garage	40	\$ 100	\$ 48,000	December 31, 2010	Standard Parking/Carlos Montalvo
3	Texas Association of Counties / Parking Garage	25	\$ 70	\$ 21,000	Open	TAC Comptroller/Terry Wyatt
4	301 West 13th Street Parking Garage	20	\$ 106	\$ 25,440	December 31, 2010	TTLA Holdings/Fredrick Cornelius
5	Texas Motor Transportation Association	18	\$ 50	\$ 10,800	Open	TMLA/Jesse Dominguez
6	1300 Guadalupe	10	\$ 75	\$ 9,000	December 31, 2010	Texas Oil & Gas/ Bill Ennis
7	1250 Guadalupe	5	\$ 90	\$ 5,400	December 31, 2010	Central Parking/Andrea Borel
Total		183		\$ 192,960		
No	Lease Parking New Year	Space	Cost/Mo/SP	Proposed Annual Cost	Expiration	Landlord/Management
1	812 San Antonio / Parking Garage	65	\$ 94	\$ 73,320	December 31, 2011	Central Parking/Andrea Borel
2	901 Lavaca (Frost) / Parking Garage	60	\$ 100	\$ 72,000	December 31, 2011	Standard Parking/Carlos Montalvo
3	Texas Association of Counties / Parking Garage	25	\$ 70	\$ 21,000	Open	TAC Comptroller/Terry Wyatt
4	301 West 13th Street Parking Garage	0	\$ 113	\$	December 31, 2010	TTLA Holdings/Fredrick Cornelius
5	Texas Motor Transportation Assoc	18	\$ 50	\$ 10,800	Open	TMLA/Jesse Dominguez
6	1300 Guadalupe	10	\$ 80	\$ 9,600	December 31, 2011	Texas Oil & Gas/ Bill Ennis
7	1250 Guadalupe	5	\$ 90	\$ 5,400	December 31, 2011	Central Parking/Andrea Borel
Total		183		\$ 192,120		

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES
AT 812 SAN ANTONIO

Term: The term of this agreement (this "Agreement") shall commence January 1, 2011 (the "Commencement Date") and terminate December 31, 2011 (the "Current Term").

of Spaces: Central Parking System of Texas, Inc. ("Operator") shall provide sixty-five (65) parking spaces in the parking garage located at 812 San Antonio Street, Austin, Texas 78701 (the "Parking Garage").

Conditions: Travis County shall have the right to use the above-described 65 parking spaces in accordance with the terms and conditions set forth herein.

Beginning January 1, 2011, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Garage become available for use by Travis County.

Charges are for spaces only. Neither Operator nor the owners of the Parking Garage assume responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Garage and the leased spaces as may, from time to time, be prescribed by Operator. Travis

County further agrees to park all vehicles in any area within the Parking Garage designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Garage.

Rental Rate: \$6,110 per month (\$94.00 per space per month), payable in advance.

Operator may increase the rental rate only upon expiration of the Current Term and only by notifying Travis County of such increase at least ninety (90) days prior to the date of expiration of the Current Term. In the event Operator fails to provide the 90-day notice, or in the event Operator elects not to increase the rental rate, no rate increase shall take effect if and when Travis County exercises its right to renew this Agreement, as provided below, and the current rental rate shall continue to be effective for the duration of the renewal term.

Billing Address: Monthly parking invoices should be sent to Roger A. El Khoury, M.S., P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

Remitting Address: Monthly payments shall be remitted to: Central Parking System - Parking Office, 815 Brazos Street, Suite 100, Austin, Texas 78701.

Location: Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Garage not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

Access: Access will be 24 hours a day, 7 days a week, 365 days a year.

Renewal: Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

Assignability: Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

Cancellation: Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Garage is sold or Operator's underlying agreement to operate the Parking Garage should terminate or expire.

County has the right to cancel this Agreement by giving ninety (90) days advance written notice to Operator stating that Travis County has failed to provide funding for this Agreement for the following fiscal year of Travis County, Texas. County, upon giving Operator the notice, may terminate this Agreement without any further liability, effective as of the last day of the 90-day notice period.

Forfeiture: If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does business" mean:

(i) 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,

(ii) 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;

but does not include

(iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

(iv) 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 Operator in the ordinary course of its business; and

(v) a transaction for a financial service or insurance coverage made on behalf of Operator if Operator is a national or multinational corporation by an agent, employee or other representative of Operator who does not know and is not in a position that he or she should have known about this Agreement.

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

Conflict of
Interest

Questionnaire:

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated,

completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

W-9: Operator shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

Property Taxes: In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Exempt Contract: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

Entirety: This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

TRAVIS COUNTY

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

CENTRAL PARKING SYSTEM OF TEXAS, INC.

By: _____

Date: _____

ATTACHMENT 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Operator: _____
County of Operator: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator 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 Exhibit "B" to this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____, 2010.

Notary Public of the
State of Texas

Printed Name of Notary
My commission expires: _____

Exhibit "A" to Attachment 1
LIST OF KEY CONTRACTING PERSONS
October 13, 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 McDaniel, 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
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson*
 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..... C.W. Bruner, CTP*
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 HUB Coordinator..... Sylvia Lopez
 HUB Specialist. Betty Chapa
 HUB Specialist. Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Rebecca Gardner	12/28/10
Executive Assistant.....	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO.....	04/26/11
Attorney, Transactions Division.....	Sarah Churchill.....	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack.....	05/31/11

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

Exhibit "B" to Attachment 1

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

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

**LICENSE AGREEMENT BETWEEN
TRAVIS COUNTY AND STANDARD PARKING, INC.
FOR PARKING SPACES AT 9TH STREET AND LAVACA**

This License Agreement for Parking Space (this "Agreement") is entered into by and between TRAVIS COUNTY, TRAVIS, a political subdivision of the State of Texas ("COUNTY" OR "LICENSEE") and Standard Parking, Inc., a corporation authorized to do and doing business in the State of Texas ("LICENSOR").

WHEREAS, COUNTY is currently licensing, and desires to continue to license, forty unreserved parking spaces in the parking garage located at 9th and Lavaca, City of Austin, County of Travis (the "Facility") from LICENSOR; and

WHEREAS, COUNTY desires to license an additional twenty unreserved parking spaces in the Facility and LICENSOR has agreed to increase the number of spaces to sixty at the current rate.

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

Term. The term of this Agreement shall commence upon the Effective Date and terminate December 31, 2011 (the "Initial Term") unless sooner terminated pursuant to the terms hereof.

License Grant. LICENSOR hereby licenses to COUNTY the right to use the following unreserved parking spaces at the Facility (the "Licensed Premises"): sixty (60) spaces for the period commencing on the Effective Date and terminating on December 31, 2011.

Address of Parties. LICENSOR's address for all purposes under this Agreement is:

Standard Parking, Inc.
816 Congress Avenue, Suite 130
Austin, Texas 78701

LICENSEE's address for all purposes under this License is:

Honorable Samuel T. Biscoe (or his successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

LICENSEE shall pay LICENSOR the sum of \$100.00 per space per month (or \$6,000.00 per month) for providing the Licensed Premises in accordance with the specifications set out above and the terms and conditions of this Agreement (the "License Fee"). By signature hereto, LICENSOR verifies that it operates and/or manages the Licensed Premises on behalf of the owner and is authorized to enter into this Agreement and hereby offers the same to COUNTY in accordance with the terms and conditions of this Agreement for the consideration set out above.

The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

General Terms and Conditions

1. The License Fee is due and payable on a full-month basis on the first day of the month for which such fee is due. The License Fee will not be prorated for any reason whatsoever, except for (i) the first month if LICENSEE commences use of the Licensed Premises on any day other than the first day of such month, (ii) the last month if LICENSOR terminates this License on any day other than the last day of such month and such termination is not due to LICENSEE's breach or default under this License, and/or (iii) the last month if LICENSEE or LICENSOR terminates this License on any day other than the last day of such month pursuant to termination provisions set forth herein. No refunds, credits or allowances shall be granted to LICENSEE for any absence, vacation or other non-use of such parking privileges at the Licensed Premises.
2. LICENSOR acknowledges that the owner of the Facility maintains liability insurance coverage for the Licensed Premises. LICENSEE covenants and agrees to repair all damage to the Licensed Premises caused through action of LICENSEE's employees except to the extent of any contributory negligence of LICENSOR.
3. LICENSEE PARKS EACH VEHICLE IN/ON THE LEASED PREMISES AT ITS OWN RISK. ONLY A LICENSE TO PARK SAID VEHICLES IS HEREBY GRANTED. NO PROPERTY INTEREST IS BEING CONVEYED AND NO BAILMENT IS CREATED HEREBY. LICENSEE ACCEPTS THE USE OF THE LEASED PREMISES IN ITS "AS IS" CONDITION AND SHALL BE RESPONSIBLE FOR LOCKING SAID VEHICLES AND RETAINING THE KEYS. LICENSOR IS NOT RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR THEIR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN, HOWEVER CAUSED.
4. If the Licensed Premises are so damaged as to render said premises unfit for occupancy, then, and from the date of such damage, this License shall cease and

be void, and the License Fee and other obligations hereunder shall be due and payable only to the date of such damage.

5. LICENSEE shall have access to the Licensed Premises 24 hours a day, 7 days a week.
6. In the event LICENSEE shall be in default in the payment of the License Fee or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after notice from LICENSOR to it of such default, LICENSOR shall have the right and privilege of terminating this Agreement and of entering upon and taking possession of the Licensed Premises, and shall have the remedies now or hereafter provided by law for recovery of the License Fee, repossession of the Licensed Premises and damages occasioned by such default.
7. In the event LICENSOR shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of thirty (30) days after notice from LICENSEE to it of such default, LICENSEE shall have the right and privilege of terminating this Agreement and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default.
8. LICENSEE may not assign this Agreement without LICENSOR's prior written consent in each instance.
9. This Agreement represents the entire and integrated agreement between LICENSOR and LICENSEE and supersedes all prior negotiations, representations, or agreements, either oral or written. This License may be amended only written instrument signed by both LICENSOR and LICENSEE. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.
10. LICENSOR may terminate this Agreement upon written notice in the event the Facility or Licensed Premises are sold or LICENSOR's underlying agreement to operate the Facility or Licensed Premises should terminate or expire.
11. At LICENSEE's option, LICENSEE may terminate this Agreement or reduce the number of leased parking spaces by giving LICENSOR thirty (30) days advance written notice. LICENSOR may reduce the number of leased parking spaces in increments of 20 spaces, or terminate this Agreement, by giving LICENSEE thirty (30) days advance written notice.

12. The term of this Agreement may be extended beyond the Initial Term on a month to month basis subject to the written agreement of the parties with respect to the License Fee due for such month to month renewal; provided, however, that LICENSEE shall send a written request to LICENSOR at least thirty (30) days prior to expiration of the Initial Term requesting such month to month extension. LICENSOR may accept or decline such request in LICENSOR's sole discretion.
13. In addition, LICENSOR hereby agrees that any Travis County employee has the option to independently contract with LICENSOR to lease a parking space at the same monthly License Fee as that offered to LICENSEE; provided, however, any such independent contracting shall be subject to the availability of spaces in the Facility, as determined by LICENSOR in its sole discretion.
14. If LICENSOR has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached hereto as Attachment 1 and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by LICENSOR or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by LICENSOR and prior to full performance of this License, LICENSEE shall have the right to terminate this Agreement upon written notice to LICENSOR and any License Fee due for any partial month shall be prorated on a daily basis and refunded to LICENSEE. "Is doing business" and "has done business" shall mean:
 - (i) 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,
 - (ii) 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;
 - (iii) but does not include:
 - (a) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - (b) 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 LICENSOR in the ordinary course of its business; and

- (c) a transaction for a financial service or insurance coverage made on behalf of LICENSOR if LICENSOR is a national or multinational corporation by an agent, employee or other representative of LICENSOR who does not know and is not in a position that he or she should have known about this Agreement.
15. 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 §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
 16. Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, Licensor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Licensor 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, Licensor shall submit an updated Questionnaire. Licensor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.
 17. Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving LICENSOR thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
 18. W-2. LICENSOR shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.
 19. Non-Waiver of Default. The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of COUNTY may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by Commissioner Court. 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.

20. Disbursement to Persons with Outstanding Debt. 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 LICENSOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the LICENSOR, or an agent or assignee of LICENSOR until: (i) the County Treasurer notifies LICENSOR in writing that the debt is outstanding; and (ii) the debt is paid. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY. COUNTY may apply any funds COUNTY owes LICENSOR to the outstanding balance of debt for which notice is made as provided herein, if the notice includes a statement that the amount owed by the COUNTY to LICENSOR may be applied to reduce the outstanding debt.

This License shall be effective as of the later date set forth below (the "Effective Date").

LICENSOR: Standard Parking, Inc.

By: _____
Carlos X. Montalvo
Senior Manager

Title: _____

Date: _____

LICENSEE: Travis County, Texas

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ATTACHMENT 1

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of LICENSOR: _____
County of LICENSOR: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by LICENSOR to make this affidavit for LICENSOR.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. LICENSOR has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom LICENSOR is doing business or has done business during the 365-day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____, 2010.

Notary Public of the
State of Texas

Printed Name of Notary
My commission expires: _____

Exhibit “A” to Attachment 1
LIST OF KEY CONTRACTING PERSONS
October 13, 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.....	Felicita Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, 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	

Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson*
 Purchasing AgentCyd Grimes, C.P.M.
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVOralia Jones, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPB
 Purchasing Agent Assistant IVScott Wilson
 Purchasing Agent Assistant IVJorge Talavera, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM*
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.*
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland
 Purchasing Agent Assistant II.....C.W. Bruner, CTP*
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 HUB Coordinator.....Sylvia Lopez
 HUB Specialist.....Betty Chapa
 HUB Specialist.....Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst ... Jennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
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.

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES
AT 1300 GUADALUPE

Term: The term of this agreement (this "Agreement") shall commence January 1, 2011 (the "Commencement Date") and terminate December 31, 2011 (the "Current Term").

of Spaces: Texas Oil & Gas Association ("Operator") shall provide ten (10) parking spaces in the parking lot located at 1300 Guadalupe, Austin, Texas 78701 (the "Parking Lot").

Conditions: Travis County shall have the right to use the above-described 10 parking spaces in accordance with the terms and conditions set forth herein.

Travis County agrees to contract for and Operator shall activate 10 parking spaces by the Commencement Date. Beginning January 1, 2011, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Lot become available for use by Travis County.

Charges are for spaces only. Operator assumes no responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Lot and the leased spaces as

may, from time to time, be prescribed by Operator. Travis County further agrees to park all vehicles in any area within the Parking Lot designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Lot.

Rate: \$800.00 per month.

Operator may increase the rental rate only upon expiration of the Current Term and only by notifying Travis County of such increase at least ninety (90) days prior to the date of expiration of the Current Term. In the event Operator fails to provide the 90-day notice, or in the event Operator elects not to increase the rental rate, no rate increase shall take effect if and when Travis County exercises its right to renew this Agreement, as provided below, and the current rental rate shall continue to be effective for the duration of the renewal term.

Billing Address: Monthly parking invoices should be sent to Roger A. El Khoury, M.S., P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

Remitting Address: Monthly payments shall be remitted to: Texas Oil & Gas Association, Inc., 304 West 13th Street, Austin, Texas 78701-1823.

Location: Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Lot not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

Access: Access will be 24 hours a day, 7 days a week, 365 days a year.

Renewal: Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

Assignability: Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

Cancellation: Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Lot is sold.

County has the right to cancel this Agreement by giving ninety (90) days advance written notice to Operator stating that Travis County has failed to provide funding for this Agreement for the following fiscal year of Travis County, Texas. County, upon giving Operator the notice, may terminate this Agreement without any further liability, effective as of the last day of the 90-day notice period.

Forfeiture: If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does business" mean:

(i) 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,

(ii) 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;

but does not include

(iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

(iv) 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 Operator in the ordinary course of its business; and

(v) a transaction for a financial service or insurance coverage made on behalf of Operator if Operator is a national or multinational corporation by an agent, employee or other representative of Operator who does not know and is not in a position that he or she should have known about this Agreement.

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

Conflict of
Interest

Questionnaire:

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated,

completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

W-9: Operator shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

Property Taxes: In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Exempt Contract: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

Entirety: This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

TRAVIS COUNTY

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

TEXAS OIL & GAS ASSOCIATION, INC.

By: _____

Bill Ennis
Vice-President for Member and Media Relations

Date: _____

ATTACHMENT 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Operator: _____
County of Operator: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator 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 Exhibit "B" to this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____, 2010.

Notary Public of the
State of Texas

Printed Name of Notary
My commission expires: _____

Exhibit “A” to Attachment 1
LIST OF KEY CONTRACTING PERSONS
October 13, 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 McDaniel, 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
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson*
 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..... C.W. Bruner, CTP*
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist. Betty Chapa
 HUB Specialist. Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Rebecca Gardner	12/28/10
Executive Assistant.....	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO.....	04/26/11
Attorney, Transactions Division	Sarah Churchill.....	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack.....	05/31/11

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

Exhibit "B" to Attachment 1

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

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

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES
AT 1250 GUADALUPE

Term: The term of this agreement (this "Agreement") shall commence January 1, 2011 (the "Commencement Date") and terminate December 31, 2011 (the "Current Term").

of Spaces: Central Parking System of Texas, Inc. ("Operator") shall provide five (5) parking spaces in the parking lot located at 1250 Guadalupe, Austin, Texas 78701 (the "Parking Lot").

Conditions: Travis County shall have the right to use the above-described 5 parking spaces in accordance with the terms and conditions set forth herein.

Travis County agrees to contract for and Operator shall activate 5 parking spaces by the Commencement Date. Beginning January 1, 2011, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Lot become available for use by Travis County.

Charges are for spaces only. Neither Operator nor the owners of the Parking Lot assume responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Lot and the leased spaces as may, from time to time, be prescribed by Operator. Travis County further agrees to park all vehicles in any area within the Parking Lot designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Lot.

Rate: \$450.00 per month.

Operator may increase the rental rate only upon expiration of the Current Term and only by notifying Travis County of such increase at least ninety (90) days prior to the date of expiration of the Current Term. In the event Operator fails to provide the 90-day notice, or in the event Operator elects not to increase the rental rate, no rate increase shall take effect if and when Travis County exercises its right to renew this Agreement, as provided below, and the current rental rate shall continue to be effective for the duration of the renewal term.

Billing Address: Monthly parking invoices should be sent to Roger A. El Khoury, M.S., P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

Remitting Address: Monthly payments shall be remitted to: Central Parking System - Parking Office, 815 Brazos Street, Suite 100, Austin, Texas 78701.

Location: Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Lot not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

Access: Access will be 24 hours a day, 7 days a week, 365 days a year.

Renewal: Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the

Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

Assignability: Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

Cancellation: Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement upon five (5) days' notice if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Lot is sold or Operator's underlying agreement to operate the Parking Lot should terminate or expire.

Forfeiture: If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does business" mean:

(i) 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,

(ii) 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;

but does not include

(iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

(iv) 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 Operator in the ordinary course of its business; and

(v) a transaction for a financial service or insurance coverage made on behalf of Operator if Operator is a national or multinational corporation by an agent, employee or other representative of Operator who does not know and is not in a position that he or she should have known about this Agreement.

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

Conflict of
Interest

Questionnaire:

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed

Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

W-9: Operator shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

Property Taxes: In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Exempt Contract: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

Entirety: This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE,

AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

CENTRAL PARKING SYSTEM OF TEXAS, INC.

By: _____

Date: _____

ATTACHMENT 1

STATE OF TEXAS }
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Operator: _____
County of Operator: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator 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 Exhibit "B" to this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____, 2010.

Notary Public of the
State of Texas

Printed Name of Notary
My commission expires: _____

Exhibit “A” to Attachment 1
LIST OF KEY CONTRACTING PERSONS
October 13, 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 McDaniel, 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	
Director, Health Services Division ...	Beth Devery	

Attorney, Health Services DivisionPrema Gregerson*
 Purchasing AgentCyd Grimes, C.P.M.
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVOralia Jones, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPB
 Purchasing Agent Assistant IVScott Wilson
 Purchasing Agent Assistant IVJorge Talavera, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn 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.....C.W. Bruner, CTP*
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB
 HUB CoordinatorSylvia Lopez
 HUB Specialist.Betty Chapa
 HUB Specialist.Jerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Rebecca Gardner	12/28/10
Executive Assistant.....	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO.....	04/26/11
Attorney, Transactions Division	Sarah Churchill... ..	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11

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

Exhibit "B" to Attachment 1

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

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



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director

Sponsors: Commissioner Davis

AGENDA LANGUAGE:

Consider and take appropriate action on request from the Travis County Fire Academy for a reduced fee to use the Travis County Exposition Center for cadet graduation ceremonies.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Fire Academy has requested use of the Banquet Hall on Wednesday, April 27, 2011 for the Class XI Fire Academy Graduation. They are requesting to pay \$275 for the event, which is the amount that they paid for the FY 10 graduation ceremony which was held in the Banquet Hall. The request from Penny Freemyer is at Attachment One. The rent for the Banquet Hall based on Chapter 45 of the Travis County Code titled "Discounts for Use of Certain Travis County Exposition Center Facilities by Public Entities" is \$750 (Attachment Two is a copy of the Travis County Code Chapter 45).

STAFF RECOMMENDATIONS:

Facilities Management Department recommends a charge of \$300 to cover the direct costs (\$100 for utilities and \$200 for custodial services).

FISCAL IMPACT AND SOURCE OF FUNDING:

Impact is \$750 reduction in Exposition Center revenue for FY 11.

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	12/13/2010 8:30 AM
Facilities Management	Roger El-Khoury	Completed	12/13/2010 1:59 PM
Emergency Services	Danny Hobby	Completed	12/13/2010 5:21 PM
Commissioner Precinct 1 Office	Ron Davis	Completed	12/14/2010 5:17 PM
County Judge's Office	Cheryl Aker	Completed	12/15/2010 9:14 AM
Commissioners Court	Cheryl Aker	Pending	

>>> Sam Biscoe 12/9/2010 3:33 PM >>>

Mr. Freemyer, thank you. We'll put it on our December 21 agenda. That date should give county staff an opportunity to review the request. It's worked before, and should work again.

>>> Penny Freemyer <pfreemyer@esd4.org> 12/9/2010 3:14 PM >>>

Judge Biscoe and Commissioners,

The Travis County ESD #4 Fire Academy would like to request a discounted rate for the use of the Expo Center Banquet Hall on Wednesday, April 27, 2010.

In the past few years, the amount was \$275. for the facility to cover the cost of utilities and custodial services.

This request is for a similar set-up of tables, chairs, and public address system.

Dianna Floyd with the Expo Center has stated the date is clear, however she can not confirm that date until she has a contract in place.

We would like to request that this item be placed on your agenda for action.

Sincerely,

Penny Freemyer

Office Manager

Travis County ESD #4

512-836-7566

Vs 06-18-2002-17
Item 17

ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AMENDING THE TRAVIS COUNTY CODE
TITLE IV, "COUNTY RESOURCES AND PROPERTY":

FILED FOR RECORD

2002 JUN 25 PM 5:30

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code (the "Code").
the Commissioners Court orders the following:

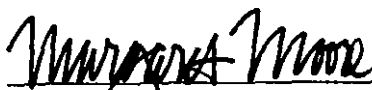
Under Title IV, a new Subtitle C, "Travis County Exposition Center," is added:
and Chapter 45.3 "Discounts for Use of Certain Travis County Exposition Center Facilities
by Public Entities." is added to the Code in the form shown in sections 45.001 and 45.002
attached to this order.

ORDERED this 18th day of June, 2002.


S. Samuel F. Bishop, County Judge


Ron Davis, Commissioner, Pct. 1

Karen Sonleitner, Commissioner, Pct. 2


Margaret Moore, Commissioner, Pct. 3

Margaret J. Gornez, Commissioner, Pct. 4

TRAVIS COUNTY CODE

TITLE IV, COUNTY RESOURCES AND PROPERTY

Subtitle C. Travis County Exposition Center

CHAPTER 45. DISCOUNTS FOR USE OF CERTAIN TRAVIS COUNTY EXPOSITION CENTER FACILITIES BY PUBLIC ENTITIES

45.001 Purpose

The purpose of this Chapter 45 is to codify the policy for offering discounts from the current rate schedule to qualifying public entities granted a license to use certain Travis County Exposition Center (the "Exposition Center") facilities.

45.002 General Provisions

1. Discounts may be offered only to governmental or quasi-governmental agencies or departments that meet the following criteria: (a.) they derive some or all of their funding from Travis County Government, either by direct appropriation or contract, and (b.) the agency or department is managed or directed by appointees of the Commissioners Court, or by a board composed of one or more members appointed by the Commissioners Court.
2. Discounts shall be available for events scheduled on Monday through Thursday only.
3. Requests for discounts shall be submitted in writing to the Travis County Judge, who will refer the request to the Executive Manager of Administrative Operations (the "Executive Manager"). The Executive Manager shall present the request to the Exposition Center Subcommittee. In accordance with Travis County Code Section 1.003 (a) (4), any member

of the Commissioners Court can place an item on the Court's agenda.

- 4 The Exposition Center Subcommittee shall forward all requests for discounts to the Commissioners Court, which shall have sole authority to grant or deny the request.
5. No discounts shall be offered for use of the Main Arena or the Show Barn. The Banquet Hall, the Skyline Club, and the parking lots may be discounted at the following rates:
 - a. Skyline Club: \$300
 - b. Banquet Hall: \$750
 - c. Parking Lot(s): (recommended by staff case by case)



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director

Sponsors: Commissioner Gómez

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve a minor renovation project at the Palm Square facility with funding transferred from savings on a completed project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Facilities Management Department (FMD) completed the project to renovate the leased space at the Travis County Housing Authority building for use by Health and Human Services (HHS) staff. Some of the HHS staff members that were previously located at the Palm Square facility have relocated to this new leased space. HHS is proposing to internally relocate some of the remaining staff at Palm Square to more effectively utilize the facility. Included in this proposed project is minor renovation work to include developing a more secure entry to the building and creating a dedicated waiting area for families visiting the Family Support Services section. The project will also include adding access card readers at four locations. Funding for this project is available from the savings realized on the build out of the tenant space at the Housing Authority building.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of this minor renovation project at Palm Square. FMD also recommends approval to use savings from the HHS Office Lease Space Remodel project to fund this minor renovation work.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 11 cost approximately \$17,062, available as savings from HHS Office Lease Space Remodel project.

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	12/13/2010 1:44 PM
Facilities Management	Roger El-Khoury	Completed	12/13/2010 4:43 PM
Emergency Services	Danny Hobby	Completed	12/13/2010 5:23 PM
Commissioner Precinct 4 Office	Margaret J. Gómez	Completed	12/14/2010 7:37 AM
County Judge's Office	Cheryl Aker	Completed	12/14/2010 11:53 AM
Commissioners Court	Cheryl Aker	Pending	

14

AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: December 21, 2010
- **Requested Action:** Consider and Take Appropriate Action on Travis County's StormReady application to the National Weather Service.

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information: Technical:** Pete Baldwin, Emergency Management, 974-0472

Summary of Program Objective/Staff Recommendation: Some 90% of all presidentially declared disasters are weather related, leading to around 500 deaths per year and nearly \$14 billion in damage. StormReady is a National Weather Service program that began in 1999 to help keep communities informed and prepared with safety skills needed to save lives and property—before and during the event. In order to become a StormReady Community, certain requirements must be met in areas such as warning capabilities, public preparedness activities, planning efforts and communications. The Office of Emergency Management has met with the National Weather Service to discuss all of the requirements and is now ready to submit an application. The next step will be a site visit by the National Weather Service to verify that Travis County does meet the requirements for being a StormReady Community. StormReady communities are given a certificate and two signs that may be displayed stating the community has met the requirements for being certified as StormReady. Being StormReady will better prepare Travis County through advanced planning, education and awareness as well as strengthen existing safety programs. There is no cost associated with the application process or being certified as StormReady.

The Department of Emergency Services and the Office of Emergency Management recommends approval of the application.

RECEIVED
COUNTY CLERK'S OFFICE
10 DEC 14 AM 8:57

Department of Commerce
National Oceanic &
Atmospheric Administration
National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Community Information			
County/City/Town		Travis County	Population
			1 Million
Primary Point of Contact		Secondary Point of Contact	
Name	Pete Baldwin	Name	Stacy Moore-Guajardo
Office	Emergency Services	Office	Emergency Services
Title	EMC	Title	Asst. EMC
Mailing Address	PO Box 1748	Mailing Address	PO Box 1748
City	Austin	City	Austin
State, ZIP	TX. 78767	State, ZIP	78767
Phone	512-974-0472	Phone	512-974-0473
e-mail	pete.baldwin@co.travis.tx.us	e-mail	stacy.moore@co.travis.tx.us
Guideline 1: Communications			
Location of 24-Hour Warning Point		Location of Emergency Operations Center	
5010 Old Manor Rd Austin, TX 78723		CTECC 5010 Old Manor Rd Austin, TX 78723	
Verification Team General Notes:			
Renewal Comments:			
			Date:
			Initials:
Note: Please do not write in shaded areas.			

Public reporting burden for this collection of information is estimated to average two hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other suggestions for reducing this burden to Donna Franklin, National Weather Service, 1325 East West Highway, Room 14456, Silver Spring, MD, 20910.

Statement on confidentiality. Notwithstanding any other provisions of the law, no person is required to respond to, nor shall any person be subjected to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number.

Department of Commerce
National Oceanic &
Atmospheric Administration
National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Guideline 2: NWS Information Reception Equipment

Warning Point	# Required _____	# Verif _____	Verif	EOC	# Required _____	# Verif _____	Verif
<input type="checkbox"/> NOAA Weather Radio (required if in range)			<input type="checkbox"/>	<input checked="" type="checkbox"/> NOAA Weather Radio (required if in range)			<input type="checkbox"/>
<input type="checkbox"/> NOAA Weather Wire (subscription)			<input type="checkbox"/>	<input type="checkbox"/> NOAA Weather Wire (subscription)			<input type="checkbox"/>
<input type="checkbox"/> EMWIN			<input type="checkbox"/>	<input type="checkbox"/> EMWIN			<input type="checkbox"/>
<input checked="" type="checkbox"/> Law Enforcement Teletype (LETS)			<input type="checkbox"/>	<input checked="" type="checkbox"/> Law Enforcement Teletype (LETS)			<input type="checkbox"/>
<input type="checkbox"/> Amateur Radio			<input type="checkbox"/>	<input checked="" type="checkbox"/> Amateur Radio			<input type="checkbox"/>
<input checked="" type="checkbox"/> Pagers* (warning reception) AWACS			<input type="checkbox"/>	<input checked="" type="checkbox"/> Pagers* (warning reception) AWACS			<input type="checkbox"/>
<input checked="" type="checkbox"/> Television (Local network or Cable TV)			<input type="checkbox"/>	<input checked="" type="checkbox"/> Television (Local network or Cable TV)			<input type="checkbox"/>
<input type="checkbox"/> Radio Station (AM/FM) - EAS Reception			<input type="checkbox"/>	<input checked="" type="checkbox"/> Radio Station (AM/FM) - EAS Reception			<input type="checkbox"/>
<input type="checkbox"/> NAWAS			<input type="checkbox"/>	<input type="checkbox"/> NAWAS			<input type="checkbox"/>
<input checked="" type="checkbox"/> Internet (subscription for alerts) _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Internet (subscription for alerts) <u>WeatherTap</u>			<input type="checkbox"/>
<input type="checkbox"/> Commercial Data Service _____			<input type="checkbox"/>	<input type="checkbox"/> Commercial Data Service _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>

List any additional capabilities on a separate sheet

*Capabilities needing explanation:

Verification Team Notes:

Renewal Comments:

Date:

Initials:

Note: Please do not write in shaded areas.

Department of Commerce
National Oceanic &
Atmospheric Administration
National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Guideline 3: Local Weather & Water Monitoring Equipment							
Warning Point	# Required	# Verif	Verif	EOC	# Required	# Verif	Verif
<input checked="" type="checkbox"/> Anemometer (Wind gauge)			<input type="checkbox"/>	<input checked="" type="checkbox"/> Anemometer (Wind gauge)			<input type="checkbox"/>
<input checked="" type="checkbox"/> Rain Gauge			<input type="checkbox"/>	<input checked="" type="checkbox"/> Rain Gauge			<input type="checkbox"/>
<input type="checkbox"/> River Gauge			<input type="checkbox"/>	<input checked="" type="checkbox"/> River Gauge			<input type="checkbox"/>
<input type="checkbox"/> Locally owned Radar			<input type="checkbox"/>	<input type="checkbox"/> Locally owned Radar			<input type="checkbox"/>
<input checked="" type="checkbox"/> Internet Radar Source _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Internet Radar Source _____			<input type="checkbox"/>
<input checked="" type="checkbox"/> Internet Weather Station _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Internet Weather Station _____			<input type="checkbox"/>
<input checked="" type="checkbox"/> TV Radar Source _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> TV Radar Source _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<i>List any additional capabilities on a separate sheet</i>							
<u>*Capabilities needing explanation:</u>							
<u>Verification Team Notes:</u>							
<u>Renewal Comments:</u>							
					<u>Date:</u>		<u>Initials:</u>
<i>Note: Please do not write in shaded areas.</i>							

Department of Commerce
National Oceanic &
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National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Guideline 4:**Local Warning Dissemination**

Warning Point	# Required	# Verif	Verified	EOC	# Required	# Verif	Verified
<input type="checkbox"/> Outdoor Warning Siren(s)			<input type="checkbox"/>	<input type="checkbox"/> Outdoor Warning Siren(s)			<input type="checkbox"/>
<input type="checkbox"/> Cable TV Override			<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable TV Override			<input type="checkbox"/>
<input checked="" type="checkbox"/> Plan for Sirens on Emergency Vehicles			<input type="checkbox"/>	<input checked="" type="checkbox"/> Plan for Sirens on Emergency Vehicles			<input type="checkbox"/>
<input checked="" type="checkbox"/> Telephone Tree to Critical Facilities			<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Tree to Critical Facilities			<input type="checkbox"/>
<input type="checkbox"/> Local Alert Broadcast System*			<input type="checkbox"/>	<input type="checkbox"/> Local Alert Broadcast System*			<input type="checkbox"/>
<input checked="" type="checkbox"/> Local Pager System* (dissemination) AWACS			<input type="checkbox"/>	<input checked="" type="checkbox"/> Local Pager System* (dissemination)			<input type="checkbox"/>
<input checked="" type="checkbox"/> Coordinated Area-Wide Radio Network*			<input type="checkbox"/>	<input checked="" type="checkbox"/> Coordinated Area-Wide Radio Network*			<input type="checkbox"/>
<input type="checkbox"/> Local Flood Warning System*			<input type="checkbox"/>	<input checked="" type="checkbox"/> Local Flood Warning System*			<input type="checkbox"/>
<input checked="" type="checkbox"/> Other* <u>ENS</u>			<input type="checkbox"/>	<input checked="" type="checkbox"/> Other* <u>ENS</u>			<input type="checkbox"/>
<input type="checkbox"/> Other*_____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Other* <u>COA Emerg Notification Website</u>			<input type="checkbox"/>

Renewal Comments:

Date:

Initials:

Note: Please do not write in shaded areas.

Department of Commerce
National Oceanic &
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National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/20012

Local Government-Owned Buildings in Which Public Traffic is Common				
Office	Location or Address	Tone Alert NOAA Weather Radio	Verif	Comments
Warning Point	5010 Old Manor Rd	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
EOC	5010 Old Manor Rd	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Hall	N/A	<input type="checkbox"/>	<input type="checkbox"/>	
School Superintendent	Unlikely	<input type="checkbox"/>	<input type="checkbox"/>	
County Courthouse	Risk Managers office	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Travis County ISDs Camp	Principles Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
<u>Verification Team Notes:</u>				
<u>Renewal Comments:</u>				
			<u>Date:</u>	<u>Initials:</u>
<i>Note: Please do not write in shaded areas.</i>				

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Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Guideline 5: Community Preparedness

Annual Safety Talks

Required _____ # Verif _____

	Date	Topic	Location	Speaker
1	March 2010	Turn Around Don't Drown PSA	Filmed Locally	Pete Baldwin
2	March 2010	Emergency Notification System	Rollingwood	Stacy Guajardo
3	April 15 2010	Turn Around Don't Drown TV Interview	CTECC/EOC	Pete Baldwin
4	August 9 2010	Community Preparedness	Manor	Stacy Guajardo
5	August 27 2010	EOC Design & Communications	CTECC/EOC	Pete Baldwin

List any additional safety talks on a separate sheet

Weather Radio Purchase Program

Has your community/county developed a program to subsidize the purchase of Specific Area Message Encoder (SAME) equipped Weather Radios for its citizens? (Not required) Yes _____ No _____

If yes, provide details:

Other Community Preparedness Activities

	Date	Activity	Location	Organizer
1	8/10/10	Public Safety Day/Volunteer Appreciation	Round Rock Ball Park	HSEM/County OEM
2	9/18/2010	Public Safety Open House	CTECC	HSEM/TCOEM/TCS
3	10/9/2010	TCSO Public Safety Extravaganza	3000 Shoreline Dr.	Travis County SO
4				
5				

List any additional activities on a separate sheet

Renewal Comments:

Date:

Initials:

Note: Please do not write in shaded areas.

Department of Commerce
National Oceanic &
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National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Guideline 6: Administrative Tools/Record keeping		Verif	Renewal Year
Formal Hazardous Weather Operations Plan		<input type="checkbox"/>	<input type="checkbox"/>
➤ Procedure for reporting storm damage to the local National Weather Service Office in real-time		<input checked="" type="checkbox"/>	<input type="checkbox"/>
➤ EOC Activation Procedures		<input type="checkbox"/>	<input type="checkbox"/>
➤ Spotter Activation Criteria		<input checked="" type="checkbox"/>	<input type="checkbox"/>
➤ Local Warning System(s) Activation Criteria		<input type="checkbox"/>	<input type="checkbox"/>
Warning Point personnel has authority to activate Warning System (written)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spotter Roster and Training Record		<input type="checkbox"/>	<input type="checkbox"/>
Last Visit by Emergency Manager to NWS Office		<input type="checkbox"/> Biennial	<input type="checkbox"/>
Last Visit by NWS Officials to Community		<input checked="" type="checkbox"/> Annual	
Last NWS Spotter Training for Spotters and Dispatchers		<input checked="" type="checkbox"/> Biennial	
Last NWS Spotter Training Hosted/Co-Hosted (For populations >40,000)		<input checked="" type="checkbox"/> Annual	
Exercises	Topic(s): Regional Hospital Drill (Communication&Surge Capacity testing)	Date: 11/10/11 <input checked="" type="checkbox"/>	Date: Date:
List any additional descriptions, narratives, or documentation on a separate sheet			
Verification Team Notes:			
Renewal Comments:			
		Date:	Initials:
Signature of Applying Official			
Application Submitted by: (print name):			
Office:		Title:	
Signature:		Date:	
NWS Personnel Receiving Application (print name):			
Date Received:			
Note: Please do not write in shaded areas.			

Department of Commerce
National Oceanic &
Atmospheric Administration
National Weather Service



Application Form
OMB Control # 0648-0419
Expires 08/31/2012

Site Verification Team Signatures

Print Name:

Office:

Title:

Signature:

Date:

Print Name:

Office:

Title:

Signature:

Date:

Print Name:

Office:

Title:

Signature:

Date:

Print Name:

Office:

Title:

Signature:

Date:

Signature in Renewal Year

Application Submitted by: (print name):

Office:

Title:

Signature:

Date:

NWS Personnel Receiving Application (print name):

Date Received:



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Kristy Vargas, Justice and Public Safety, 854-4753

Elected/Appointed Official/Dept. Head: Roger Jefferies, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A
REALLOCATION OF EXISTING FUNDING TO SUPPORT A
RESTRUCTURING OF THE COMMITMENT TO CHANGE PROGRAM
ADMINISTERED BY THE COUNSELING AND EDUCATION
DEPARTMENT

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

N/A

STAFF RECOMMENDATIONS:

Counseling Education Services (CES) and the Criminal Justice Planning (CJP) Department are recommending a restructuring and reallocation of funding for the Commitment to Change (CTC) Program at the Travis State Jail and the Woodman State Jail.

ISSUES AND OPPORTUNITIES:

CES and CJP reported to the Commissioners Court on a recent evaluation which showed in most categories, clients in the CTC Program have fared no better in avoiding arrest and incarceration than non-participants. We are attributing this result to an incomplete assessment tool to identify those who will truly benefit from these services, and non-participation by many clients in the aftercare program.

Because the success of the program relies heavily on what happens when CTC clients return to the community, the recommendation has been made by staff to redeploy available resources in CTC to the aftercare portion of the program and to assign management of the aftercare portion of the program to CJP. CJP has developed a wide network of community partners who will be helpful in achieving these client outcomes.

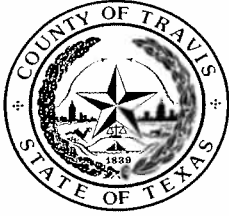
FISCAL IMPACT AND SOURCE OF FUNDING:

We are recommending that \$101,652 in funding be transferred from

CES/CTC for CJP to hire 1.5 FTEs for aftercare and case management. These funds currently go toward a vacant Social Services Manager position and are available to fund a Project Worker.

REQUIRED AUTHORIZATIONS:

Justice and Public Safety	Roger Jefferies	Completed	12/14/2010 8:30 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, Executive Manager

P.O. Box 1748 Austin, Texas 78767

Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning

Roger Jefferies

(512) 854-4415

Counseling & Education Services

Caryl Colburn

(512) 854-9540

Juvenile Public Defender

Kameron D. Johnson

(512) 854-4128

Date: December 13, 2010

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

**From: Staff of Counseling and Education Services and Staff
Of Criminal Justice Planning**

**Via: Roger Jefferies, Executive Manager, Justice and Public
Safety**

A handwritten signature in black ink, appearing to be "RJ", is written over the "Via:" line.

**Requested
Action:**

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REALLOCATION
OF EXISTING FUNDING TO SUPPORT A RESTUCTURING OF THE
COMMITMENT TO CHANGE PROGRAM ADMINISTERED BY THE COUNSELING
AND EDUCATION SERVICES DEPARTMENT**

Session: Voting Session - December 21, 2010

Summary of Program Objective/Staff Recommendation: Counseling and Educational Services (CES) and Criminal Justice Planning (CJP) are recommending to the Commissioners Court a restructuring and reallocation of funding for the Commitment to Change (CTC) Program at the Travis State Jail and Woodman State Jail.

What is CTC? - The CTC Program was designed as a six month long pre-release, cognitive behavioral therapy program, for both court ordered and voluntary clients, which addresses substance abuse and criminal conduct as a means to reduce recidivism. Both of these issues are addressed utilizing a curriculum entitled Criminal Conduct & Substance Abuse Treatment: Strategies for Self-Improvement and Change, by Kenneth W. Wanberg, PhD., and Harvey B. Milkman, PhD. The program also has included a post-release component which includes weekly aftercare, case

management, and transitional housing, contingent on compliance with program rules and standards. The current program annual budget funded by the Travis County Commissioners Court is \$306,780.

What does the treatment program look like in prison? - The pre-release treatment program focuses heavily on the three primary goals of cognitive therapy with judicial clients. 1) To help participants understand that by changing their thinking, specifically a clutch of criminal thinking errors common among judicial clients, they can alter and better regulate their feelings and behavior. 2) Teach and practice social skills. 3) Understand how their behavior impacts others, specifically their families, neighborhood and community. To accomplish this, clients will be provided approximately 20 hours per week of treatment activities. Research based practices recommend a dosage of 200 hours of treatment for high risk offenders and 100 hours for moderate risk offenders. The CTC schedule far exceeds this.

The heart of the program is working through the fifty modules of the Wanberg & Milkman curriculum. The concepts and tools in the program are taught by an intensive focus on role-plays, small group activities, paired sharing, client presentations, skill building sessions and worksheets and homework. The treatment milieu includes 8-10 hours of cognitive therapy, 2 group counseling sessions per week, biweekly individual counseling sessions and family therapy or couples counseling as needed. The CTC Program strives to include aspects of the treatment program that build the therapeutic alliance and rapport between counselors and clients since this is one of the most important evidence based elements of treatment.

Why change the CTC program? - The three primary outcomes for the CTC Program are to obtain employment within 30 days of release; maintain employment for at least 90 days; and remain arrest free for at least 24 months following release. These three goals have not met staffs expectations over the last few years.

At the Travis State Jail, 165 men resgistered interest in CTC in FY 2010, down from 190 men in FY 2009. During FY 2010, 95 men were eligible for CTC and 55 enrolled in the program. Thirty-three men successfully completed CTC, up from 21 in FY 2009 (a 57% increase). While 29 men attended the initial aftercare meeting, only seven successfully completed aftercare in FY 2010. In FY 2009, 12 men attended the initial aftercare, with eight successfully completing aftercare.

At the Woodman State Jail, 128 women resgistered interest in CTC in FY 2010, down from 144 in FY 2009. During FY 2010, 64 were eligible for CTC and 52 enrolled in the program. Twenty-six women successfully completed CTC in FY 2010, the same as in FY 2009. While 17 of those women attended the initial aftercare meeting, only six successfully completed aftercare in FY 2010. In FY 2009, 21 women attended the initial aftercare meeting, and eight successfully completed aftercare.

CES and CJP reported to the Commissioners Court on a recent evaluation which showed in most categories, clients in CTC have faired no better in avoiding arrest and incarceration than non participants. We are attributing this result to an incomplete assessment tool to identify those who will truly benefit from these services, and non-participation by many clients in the aftercare program.

What will the change look like? - Because the success of the program relies heavily on what happens when CTC clients return to the community, the recommendation has been made by staff to redeploy available resources in CTC to the aftercare portion of the program and to assign

management of the aftercare portion to CJP. CJP has developed a wide network of community partners who will be helpful in achieving these client outcomes.

To improve the CTC program we are recommending that \$101,652 in funding be transferred from CES/CTC for CJP to hire 1.5 FTEs for aftercare and case management. These monies currently go towards a vacant Social Services Manager position and are available to fund a Project Worker. CES/CTC will continue to oversee the in-prison therapy with 1.5 FTEs at both the Travis and Woodman State Jails.

In the improved aftercare program, applicants for the CTC program will be screened and assessed for substance abuse, as well as criminogenic risk and need, using the Texas Christian University Drug Screen (TCUDS) and the Addiction Severity Index, 5th Revision (ASI) for assessing substance abuse. The Ohio Risk Assessment System – reentry Tool (ORAS-RT) will be used to determine criminogenic risk and need. Previously, clients volunteered for the program or were, on occasion, court ordered into the program without any assessment to determine if they were an appropriate criminogenic risk level.

Information from the risk assessments will be used by the new case managers to develop a case plan anticipating their release to the community. A fundamental tenant of treatment and reentry is that case planning, release planning, and discharge planning begin at the time of enrollment into the program. Similarly, the assessment process continues until discharge. This continuity will be enhanced through the collaboration between the in-prison counselors and CJP's case management staff.

When released to the community, another role of the case manager will be to monitor the clients' adherence to the case plan. They will also be facilitating group/family counseling; providing employment and housing assistance; offering basic needs packages; and providing bus passes.

Case management standards, as validated by the National Institute of Justice's *Case Management in the Criminal Justice System*, will be used to determine frequency and depth of contact with the clients in the community. Weekly collaborative case management meetings will be held between the CTC and CJP case managers to ensure continuity of care. Staff will also convene a group of community volunteers who will assist with the successful transition of the clients. Volunteers may act as mentors or provide help with basic needs, employment leads, and provide faith-based support.

Case managers may also use other measures of behavioral change to gauge response to the aftercare intervention, such as data provided by the offender; program compliance and attendance reports; and information from family members, employers, volunteers, and other agencies (such as Project RIO).

What are we requesting from the Commissioners Court? - By approving this program change and budget request, the Commissioners Court will allow CJP a budget transfer from CES to develop a slot number, post the case manager positions and hire with an expected start date of January 15, 2011.

How much will it cost? - The total amount of funding for the CTC Program is \$306,780. CES will use \$205,128 for the pre-release component and if approved, CJP will utilize \$101,652 for the post-release component. There is no bottom line addition to the budget for FY 2011.

What will success look like and how will we measure it? Staff from both departments, as well as the Travis State Jail and the Texas Department of Criminal Justice, concur that the reallocation of funding to add a structured, evidence based aftercare component to the CTC program will realize greater success for our clients. This success will be measured by lower recidivism rates and an increase in employment for men released from the Travis State Jail and women released from the Woodman State Jail who will be returning to live in Travis County.

Who can provide additional information?: Roger Jefferies, Justice and Public Safety Executive Manager, 44759; Caryl Colburn, CES Director, 44618; Mark Spacht, CES Clinical Manager, 46423; Teresa Goff, CES Program Manager, 44133; Kimberly Pierce, CJP Planning Manager, 44764, Cathy McClaugherty, Senior Planner, 854-7413; Cindy Finnegan, Senior Planner, 854-3277.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Ron Dube, Purchasing, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Pursuant to Section 263.151 of the Texas Local Government Code, declare attached list as surplus property and sell at public auction.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

Declare listing of certain equipment as surplus and sell at public auction pursuant to section 263.151 of the Texas Local Government Code.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding Information: n/a

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	12/09/2010 12:07 PM
Purchasing	Cyd Grimes	Completed	12/09/2010 11:30 AM
Purchasing Admin Support Group	Juan Gonzalez	Completed	12/10/2010 2:30 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

LOT#	E-ASSET #	AQ.	TYPE	YEAR	TAG	IMP	DESCRIPTION	SERIAL	COST	INS	DEPT	DIV	P.O.	ASSET	LOC.	STA	ACCT
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LOT#1	LOT# 2119	PO	CLC	1994	80679	0	WASHER/EXTRACTOR, UNIWASH 85LB., MODEL #UW 85-P-3	6.08129E+13	\$7,849.00	\$0.00	15	10	52419	29649	TCAUC4	A	8031
LOT#2	LOT# 2246	PO	CLC	1991	68484	0	WASHING MACHINE, COMMERCIAL - UNIMAC	23728	\$0.00	\$2,615.00	15	10		4392	TCAUC4	A	8036
LOT#3	LOT# 2301	PO	CLC	1997	91876	0	WASHER/EXTRACTOR MODEL UW85 P-3 UNIWASH	M0897109138	\$8,700.00	\$0.00	15	10	126502	40462	TCAUC4	A	8031
LOT#4	N/A	N/A	N/A	N/A	N/A	N/A	LARGE QUANTITY OF OLD OUTDATED MODULAR FURNITURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
LOT#5	LOT# 2302	FA	KIE	2010	127353	0	CORNELIUS ICE MACHINE 200 SERIES	63V0731BC182	\$0.00	\$0.00	14	10		97216	TCAUC4	A	8032
LOT#6	LOT# 2303	AS	OGH	2000	77610	0	FORKLIFT, CROWN	W27681	\$0.00	\$3,890.00	15	10		50631	TCAUC4	A	8015
LOT#7	LOT# 2304	PO	IEK	1999	98071	0	STEAMER GROEN, HY-24GF	18954M5	\$20,080.00	\$0.00	15	10	159638	47481	TCAUC4	A	8036
LOT#8	LOT# 2296	PO	OCE	1988	90247	0	COLD WATER WASHER, LANDA	225213	\$0.00	\$1,301.00	15	10		7849	TCAUC4	A	8099



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Lolly Jones, Purchasing, 854-4204

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve contract award for Refuse Collection, IFB No. B110032-OJ, to the low bidder, Waste Management of Texas, Inc.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with departments and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Two (2) bids were received on November 15, 2010, for the provision of a twelve (12) month term contract for the Countywide Refuse Collection. One of the two bidders, Nu-Way Roll-Off Service, withdrew his bid because they made a mistake on the electronic bid form. The price shown in his bid was a per-bin price and not a monthly rate. The Purchasing Office concurs with the departments' recommendations to award the contract to the low bidder, Waste Management of Texas, Inc. (WMT) of Austin, Texas.

The solicitation included a Safety Record Questionnaire to be completed by the bidders. WMT submitted the questionnaire and identified the nature of violations for the past five (5) years, including the date of violation, issuing agency, disposition and fine or penalty imposed. WMT's questionnaire was sent to Mr. Jon White/TNR for review and recommendation. Based on compliance history with respect to Notice of Violations (NOVs), Mr. White had no objection. WMT submitted a list of about twenty-five (25) environmental violations during the past five years - half are violations cited by TCEQ and the remainder were by local agencies such as Harris County, Galveston County and a groundwater conservation district. None appear particularly significant and none are from Central Texas. In addition, all violations appear to have been resolved, with only one having a small fine. Noted is WMT's Austin Community Landfill which continues to have ongoing odor complaints from time to time, none of which have resulted in a Notice of Violation.

Contract Expenditures: Within the last 12 months \$221,033.22 has

been spent against this requirement.

Contract-Related Information:

Award Amount: \$222,601.40 (Estimated)

Contract Type:

Contract Period: February 1, 2011 through January 31, 2012

Solicitation-Related Information:

Solicitations Sent: 63

Responses Received: 2

HUB Information:

% HUB Subcontractor:

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding Information: 001-1403-525-6014; 001-4513-593-6014; 001-4945-631-6014; 001-3735-583-6014

Purchase Requisition in H.T.E.: 518351 (Fac. Mgmt); 518271 (GBJJC); 518406 (TNR); 518795 (Sheriff)

Funding Account(s):

Comments:

Statutory Verification of Funding:

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	12/10/2010 11:12 AM
Purchasing	Cyd Grimes	Completed	12/13/2010 10:13 AM
Purchasing Admin Support Group	Juan Gonzalez	Completed	12/13/2010 10:15 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: SVCOT- 23-11F-XM

File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: Rony Aouad, Service Contract Manager

DATE: November 24, 2010

SUBJECT: Refuse Collection Services Contract
Contract Award of IFB110032-OJ

Roger El Khoury
Rony Aouad

Facilities Management Department (FMD) has completed the review of the two bids received for Refuse Collection Services contract from Nu-Way Roll-off Service and Waste Management Inc. Nu-Way Roll-off Service made a mistake on the bid form and retracted their bid. Therefore, the apparent low bidder is Waste Management, Inc. who is the current refuse collection services vendor for Travis County.

Facilities Management Department recommends award of the Refuse Collection Services Contract to Waste Management, Inc. Funding for FMD portion of this contract is in line item 001-1403-525-6014. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

1- Bid Tabulation, Group A

COPY TO:

Danny Hobby, Executive Manager, ES
John F. Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Lolly Jones, Purchasing Agent Assistant, Purchasing

RECEIVED
TRAVIS COUNTY
2010 NOV 29 AM 9:20
PURCHASING
OFFICE



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

RECEIVED
TRAVIS COUNTY
2010 NOV 30 AM 10:53
PURCHASING
OFFICE

Date: November 24, 2010

MEMORANDUM

TO: Lolly Jones, Purchasing

FROM: Samantha Peterman, Accounting Clerk *SP*

THROUGH: Maria Wedhorn, Financial Analyst

SUBJECT: Contract 07T000040J, Waste Management of Texas

The Travis County Sheriff's Office would like to recommend a contract award to Waste Management, for the period, Feb 1, 2011 thru Jan 31, 2012.

Funding source will continue to be 001-3735-583-6014.

If you have any question please feel free to give me a call at 854-4185.

Samantha Peterman

XC: Maria Wedhorn, Financial Analyst
Samantha Peterman, Accounting Clerk

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

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

RE: Contract No. 07T0004OJ, Refuse Collection

DATE: December 1, 2010

Travis County Juvenile Probation is currently contracting with Waste Management for refuse collection services. The current contract will expire January 31, 2011, with no options to renew. The attached bid has been reviewed and approved. Our department is in agreement with the Purchasing Department to award the bid to Waste Management, the only responsive bidder.

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

Commodity/Sub-Commodity Codes	962 / 039
Account Number	001-4513-593-6014

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

cc: Britt Canary
Sylvia Mendoza
Mary Nieves
Alan Miller

EPM: gc





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

November 30, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B110032-OJ
Refuse Collection for Travis County

TNR has reviewed the above referenced bids and recommends award to the overall low bidder, Waste Management.

The commodity/sub-commodity codes for Refuse Collection is 962/039 and the budgeted line item is 001-4945-631-6014.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ CJ:JPG:cj

**Bid Tabulation Packet
for
Solicitation B110032-OJ**

REFUSE COLLECTION FOR TRAVIS COUNTY, TEXAS

Supplier Totals

<u>Nu-Way Roll-Off Service</u>		\$69,198.04 (93/93 items)
Bid Contact Mike Mnolan <u>nuwayrolloffservice@gmail.com</u> Ph 888-358-8007 Fax 626-358-9292	Address 145 w. duarte rd. monrovia, CA 91016	
Agency Notes:	Supplier Notes:	
<u>Waste Management, Inc.</u>		\$222,601.40 (93/93 items)
Bid Contact Jaraka Viereck <u>jviereck@wm.com</u> Ph 713-423-1729	Address 1901 Afton Houston, TX 77055	
Agency Notes:	Supplier Notes:	

PURCHASE REQUISITION NBR: 0000518271

REQUISITION BY: GWEN CARROLL, 854-7002 STATUS: BUYER PROCESSING DATE: 12/03/10
 REASON: ANNUAL PO FOR FY11 FOR 8 MONTHS 02/01/11-09/30/11
 SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 12/03/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	JUVENILE CT 8CU YDS 3X8X5 (M-F) 2515 SO. CONGRESS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	1471.1700	11769.36	
2	COA DUMPSTER FEE (JUV. COURT) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	24.00	EA	2.8500	68.40	
REQUISITION TOTAL:					11837.76	

A C C O U N T I N F O R M A T I O N				
LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00145135936014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	11769.36
2	00145135936014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	68.40
				11837.76

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000518406

REQUISITION BY: LYNDA J LISCANO 854-9383

STATUS: READY FOR BUYER PROCESS

REASON: ENCUMBRANCE FOR NEW CONTRACTED SERVICES

DATE: 12/06/10

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/06/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SANDY CREEK PARK, 9500 LIME CREEK 4CU YD 4X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00288	8.00	MO	164.5600	1316.48	
2	PACE BEND PARK 4 CU YDS 11X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00272	8.00	MO	452.5400	3620.32	
3	PACE BEND PARK 8CU YDS 5X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00029	8.00	MO	411.3500	3290.80	
4	PACBEND (PEAK) 24X4X1 ADD'L DUMPSTERS: 3/1-9/30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00035	7.00	MO	987.6600	6913.62	
5	BOB WENTZ PARK 4CU YDS 2X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00030	8.00	MO	82.2800	658.24	
6	BOB WENTZ PARK 8CU YDS 2X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00292	8.00	MO	164.5400	1316.32	
7	BOB WENTZ PARK 4CU YDS 5X4X1 PEAK: 3/1 - 9/30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00291	7.00	MO	205.7000	1439.90	
8	CYPRESS PARK 4CU YD 3X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00032	4.00	MO	123.4200	493.68	
9	CYPRESS PARK 8 CU YDS 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00529	4.00	MO	82.2700	329.08	
10	HIPPIE HOLLOW PARK 8CU YD1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00033	8.00	MO	82.2700	658.16	

PURCHASE REQUISITION NBR: 0000518406

REQUISITION BY: LYNDA J LISCANO 854-9383

STATUS: READY FOR BUYER PROCESS
REASON: ENCUMBRANCE FOR NEW CONTRACTED SERVICES

DATE: 12/06/10

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/06/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
11	HIPPIE HOLLOW, 1X8X1 3/1 - 9/30 (7 MTHS) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-01971	7.00	MO	82.2700	575.89	
12	ARKANSAS BEND 4CU YDS 2X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00036	4.00	MO	82.2800	329.12	
13	ARKANSAS BEND PARK 8CUYDS1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00304	4.00	MO	82.2700	329.08	
14	WEBBERVILLE PARK 8 CU YDSNOV 1-FEB 28 (4 MO) 3X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00860	1.00	MO	246.8100	246.81	
15	WEBBERVILLE PARK 8CU YDS MAR 1-OCT 31 (8 MO) 5X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00038	7.00	MO	411.3500	2879.45	
16	LOOP 360 BOAT RAMP 8CU YDMAY 1 - SEPT 30, 2X8X2 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00295	5.00	MO	326.9200	1634.60	
17	LOOP 360 BOAT RAMP 8CU YD2X8X1, OCT 1- APR 30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00532	3.00	MO	164.5400	493.62	
18	MANSFIELD DAM 4CU YDS 4X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00034	8.00	MO	164.5600	1316.48	
19	MANSFIELD DAM PARK 8CU YD1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00530	8.00	MO	82.2700	658.16	
20	MANSFIELD DAM PARK 4CU YD5X4X1 PEAK SEASN 3/1-9/30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00531	7.00	MO	205.7000	1439.90	

PURCHASE REQUISITION NBR: 0000518406

REQUISITION BY: LYNDA J LISCANO 854-9383
 STATUS: READY FOR BUYER PROCESS
 REASON: ENCUMBRANCE FOR NEW CONTRACTED SERVICES

DATE: 12/06/10

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/06/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
21	MOYA PARK 8CU YDS 5X8X1 MARCH 16 THRU SEPT 15 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00294	6.00	MO	493.6200	2961.72	
22	MOYA PARK 8CU YDS 4X8X1 (SEPT 16-MARCH 15) SEPT 30, 2011 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-01021	1.00	MO	329.0800	329.08	
23	DEL VALLE SOFTBALL COMPLXFM 973 8CU YDS 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00267	8.00	MO	82.2700	658.16	
24	SOUTHEAST METRO PARK 8CU YD 3X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00286	8.00	MO	246.8100	1974.48	
25	NORTHEAST METRO PARK 8CU YD 7X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00287	8.00	MO	575.8900	4607.12	
26	DINK PEARSON PARK 4CU YDSLAGO VISTA 1X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00463	8.00	MO	41.1400	329.12	
27	MARY QUINLAN PARK 8 CU YD1X8X1, OCT 1- APR 30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00533	3.00	MO	82.2700	246.81	
28	MARY QUINLAN PARK, 1X8X2 8CU YDS, MAY 1 - SEPT 30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00464	5.00	MO	163.4600	817.30	
29	EAST METRO PARK, 8 CU YD MANOR, TX, 5 X 8X 1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00859	8.00	MO	411.3500	3290.80	
30	MILTON REIMER RANCH PARK DRIPPING SPRINGS, 3X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00858	8.00	MO	123.4200	987.36	

PURCHASE REQUISITION NBR: 0000518406

REQUISITION BY: LYNDA J LISCANO 854-9383

STATUS: READY FOR BUYER PROCESS
REASON: ENCUMBRANCE FOR NEW CONTRACTED SERVICES

DATE: 12/06/10

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/06/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
31	COA DUMPSTER FEE (TNR) FOR SERVICES FROM FEBRUARY 2011-SEPTEMBER 2011 PARTIAL PAYMENTS WILL BE PROCESSED AGAINST THIS REQUEST. ***** COMMODITY: MISCELLANEOUS SERVICES SUBCOMMODO: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00303	241.00	EA	2.8500	686.85	

REQUISITION TOTAL: 46828.51

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149456316014 OTHER PURCHASED SERVICES	WPN013	100.00	1316.48
	TRANSPORT SERVICES	Sandy Creek Park		
2	00149456316014 OTHER PURCHASED SERVICES	WPS003	100.00	3620.32
	TRANSPORT SERVICES	Pace Bend Park		
3	00149456316014 OTHER PURCHASED SERVICES	WPS003	100.00	3290.80
	TRANSPORT SERVICES	Pace Bend Park		
4	00149456316014 OTHER PURCHASED SERVICES	WPS003	100.00	6913.62
	TRANSPORT SERVICES	Pace Bend Park		
5	00149456316014 OTHER PURCHASED SERVICES	WPN003	100.00	658.24
	TRANSPORT SERVICES	Bob Wentz @ Windy Point		
6	00149456316014 OTHER PURCHASED SERVICES	WPN003	100.00	1316.32
	TRANSPORT SERVICES	Bob Wentz @ Windy Point		
7	00149456316014 OTHER PURCHASED SERVICES	WPN003	100.00	1439.90
	TRANSPORT SERVICES	Bob Wentz @ Windy Point		
8	00149456316014 OTHER PURCHASED SERVICES	WPN004	100.00	493.68
	TRANSPORT SERVICES	Cypress Creek Park		
9	00149456316014 OTHER PURCHASED SERVICES	WPN004	100.00	329.08
	TRANSPORT SERVICES	Cypress Creek Park		
10	00149456316014 OTHER PURCHASED SERVICES	WPN008	100.00	658.16
	TRANSPORT SERVICES	Hippie Hollow Park		
11	00149456316014 OTHER PURCHASED SERVICES	WPN008	100.00	575.89
	TRANSPORT SERVICES	Hippie Hollow Park		
12	00149456316014 OTHER PURCHASED SERVICES	WPN002	100.00	329.12
	TRANSPORT SERVICES	Arkansas Bend Park		
13	00149456316014 OTHER PURCHASED SERVICES	WPN002	100.00	329.08
	TRANSPORT SERVICES	Arkansas Bend Park		
14	00149456316014 OTHER PURCHASED SERVICES	WPE007	100.00	246.81
	TRANSPORT SERVICES	Webberville Park		
15	00149456316014 OTHER PURCHASED SERVICES	WPE007	100.00	2879.45
	TRANSPORT SERVICES	Webberville Park		
16	00149456316014 OTHER PURCHASED SERVICES	WPS002	100.00	1634.60
	TRANSPORT SERVICES	Loop 360		

PURCHASE REQUISITION NBR: 0000518351

REQUISITION BY: BARBARA WARREN 854-9536

STATUS: READY FOR BUYER PROCESS
REASON: ROUTINE/ATTN:L JONES

DATE: 12/03/10

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/30/10

1	USB/HOLT 4CU YDS 2X4X2 1010 LAVACA FOR PERIOD FEB 2011 THRU SEP 2011 COUNTY POC: RONY 854-4781 OR 844-3936 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00056	8.00	MO	164.5400	1316.32
2	COURTHOUSE 6CU YDS (VIP) 1X6X3 1000 GUADALUPE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00058	8.00	MO	184.0300	1472.24
3	EAST RURAL COMM CTR 6CU 2X6X1 600 CARRIE MANOR COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00060	8.00	MO	123.4200	987.36
4	STH RURAL COMM CTR 3CU YD1X3X1 3518 FM 973 DELVALL COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00062	8.00	MO	30.3100	242.48
5	POST RD BLDG 6CU YDS LONG1X6X2 2201 POST RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00064	8.00	MO	122.3300	978.64
6	ADMIN BLDG 6CU YDS 1X6X3 314 W 11TH ST COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00065	8.00	MO	184.0300	1472.24
7	EXEC OFC BLDG 4CU YDS 1X4X2 411 W 13TH ST COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00068	8.00	MO	82.2700	658.16
8	PRECINCT 1 3CU YDS 1X3X1 1811 SPRINGDALE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00069	8.00	MO	30.3100	242.48
9	PRECINCT 2 4CU YDS 1X4X110409 BURNET RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00070	8.00	MO	82.2700	658.16
10	MEDICAL EXAMINER 1X3X2 1213 SABINE STREET COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00261	8.00	MO	61.7100	493.68

PURCHASE REQUISITION NBR: 0000518351

REQUISITION BY: BARBARA WARREN 854-9536

STATUS: READY FOR BUYER PROCESS
REASON: ROUTINE/ATTN:L JONES

DATE: 12/03/10

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/30/10

11	HOUSING SVCS 8 CU YDS 1X8X2 5021E CESAR CHAVEZ COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00264	8.00	MO	82.2700	658.16
12	SMITH RD BLDG 6CU YD 1600 SMITH ROAD 2X6X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00265	8.00	MO	123.4200	987.36
13	STAR FLIGHT 3CUYD 1X3X1 7800 OLD MANOR RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00281	8.00	MO	30.3100	242.48
14	WEST COMMAND CTR 4CU YDS HUDSON BEND RD 1X4X2 (M&T) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00334	8.00	MO	82.2700	658.16
15	CRIMINAL JUSTICE CENTER 509 W 11 ST, 4CU YD 2X4X6 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00460	8.00	MO	491.4800	3931.84
16	COLLIER LAW ENFORCEMT CTR40CU YD COMP BOX MTH RENT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00461	8.00	MO	181.5000	1452.00
17	AIRPORT BLVD, 6 CU YDS 5501 AIRPORT BLVD, 1X6X5 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00526	8.00	MO	306.3600	2450.88
18	NRCC/CLINIC/TAX OFFICE PFLUGERVILL 1X6X2 (T & T) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00528	8.00	MO	122.3300	978.64
19	PRECINCT 4 BLDG, 1 X 6 X24011 MCKINNEY FALLS, 6CY COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00539	8.00	MO	122.3300	978.64
20	PCT 3 BLDG WRCC & CLINIC COMPLEX 6CY 1X6X2 (T & T) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00695	8.00	MO	122.3300	978.64
21	SMART FACILITY, DVCC FM 973, 8CU YDS, 1X8X5 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00696	8.00	MO	409.2000	3273.60

PURCHASE REQUISITION NBR: 0000518351

REQUISITION BY: BARBARA WARREN 854-9536

STATUS: READY FOR BUYER PROCESS
REASON: ROUTINE/ATTN:L JONES

DATE: 12/03/10

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/30/10

22	5555 AIRPORT BLVD 6 CU YD1X6X2 KEITH RUIZ BLDG COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01019	8.00	MO	122.3300	978.64
23	RUSK BLDG, 910 LAVACA 4 CU YDS 1X4X2, EFF 2/1/9 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01635	8.00	MO	82.2700	658.16
24	EAST SIDE SERVICE CENTER 10700 FM 969 2X6X2 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01636	8.00	MO	244.6600	1957.28
25	COA DUMPSTER FEE (FAC. MGMT) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00268	232.00	EA	2.8500	661.20
26	SO. CONGRESS BLDG, 6 CUYD2501 S CONGRESS, 1X6X2 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01014	8.00	MO	122.3300	978.64
27	TNR SAT #2 4CU YDS 1X4X2 4501 FM 620 NORTH COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00040	8.00	MO	82.2700	658.16
28	TNR SAT #3 8CU YDS 1X8X1 14624 HAMILTON POOL COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00041	8.00	MO	41.1400	329.12
29	PALM SQ 3CU YDS 1X3X2 100 IH 35 NORTH =====	8.00	MO	61.7100	493.68
	TRAVIS COUNTY POC: RONY 854-4781 OR 844-3936 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00055				

REQUISITION TOTAL: 31827.04

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114035256014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	1316.32

PURCHASE REQUISITION NBR: 0000518795

REQUISITION BY: SAMANTHA 854-4185

STATUS: READY FOR BUYER PROCESS

REASON: ROUTINE/REFUSE COLL FEB 1,2011 TO SEPT 30,2011

DATE: 12/09/10

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 2/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BLDG #2 8 CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00045	8.00	MO	274.6700	2197.36	
2	FISCAL BLDG, DVCC, 8 CUYD1 X 8 X 1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00048	8.00	MO	91.9600	735.68	
3	PROPERTY BLDG, 8 CU YDS DVCC, 1 X 8 X 1, FRI COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00049	8.00	MO	91.9600	735.68	
4	BLDG #1 8 CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00297	8.00	MO	274.6700	2197.36	
5	BLDG #3 8U YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00298	8.00	MO	274.6700	2197.36	
6	BLDG 12, 8 CU YD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00299	8.00	MO	274.6700	2197.36	
7	EVIDENCE WAREHOUSE COLLIEBLDG 4CUYD 1X4X1 (FRI) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00327	8.00	MO	45.9800	367.84	
8	HEALTH SVCS BLDG 8 CU YD 1 X 8 X 3 (M-W-F) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00333	8.00	MO	274.6700	2197.36	
9	MAIN KITCHEN 8 CU YD 2 X 8 X 5 (M-W THRU SAT) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00335	8.00	MO	914.7600	7318.08	
10	TRAINING, DVCC, 6CU YDS 1 X 6 X 2 (M & F) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00466	8.00	MO	136.7300	1093.84	

PURCHASE REQUISITION NBR: 0000518795

REQUISITION BY: SAMANTHA 854-4185

STATUS: READY FOR BUYER PROCESS

REASON: ROUTINE/REFUSE COLL FEB 1,2011 TO SEPT 30,2011

DATE: 12/09/10

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 2/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
11	TCJ KITCHEN 10CU YDS 2X10X6 (MON - SAT) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00467	8.00	MO	1370.9300	10967.44	
12	COA DUMPSTER FEE - DVCC COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00302	13.00	EA	2.8500	37.05	
13	MAINTENANCE BLDG, 6 CU YD1 X 6 X 2 (M&F) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00300	8.00	MO	136.7300	1093.84	
REQUISITION TOTAL:					33336.25	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137355836014	OTHER PURCHASED SERVICES	100.00	2197.36
2	00137355836014	TRANSPORT SERVICES		
3	00137355836014	OTHER PURCHASED SERVICES	100.00	735.68
4	00137355836014	TRANSPORT SERVICES		
5	00137355836014	OTHER PURCHASED SERVICES	100.00	735.68
6	00137355836014	TRANSPORT SERVICES		
7	00137355836014	OTHER PURCHASED SERVICES	100.00	2197.36
8	00137355836014	TRANSPORT SERVICES		
9	00137355836014	OTHER PURCHASED SERVICES	100.00	2197.36
10	00137355836014	TRANSPORT SERVICES		
11	00137355836014	OTHER PURCHASED SERVICES	100.00	2197.36
12	00137355836014	TRANSPORT SERVICES		
13	00137355836014	OTHER PURCHASED SERVICES	100.00	367.84
		TRANSPORT SERVICES		
		OTHER PURCHASED SERVICES	100.00	2197.36
		TRANSPORT SERVICES		
		OTHER PURCHASED SERVICES	100.00	7318.08
		TRANSPORT SERVICES		
		OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
		OTHER PURCHASED SERVICES	100.00	10967.44
		TRANSPORT SERVICES		
		OTHER PURCHASED SERVICES	100.00	37.05
		TRANSPORT SERVICES		
		OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session
Prepared By: Elizabeth Corey, Purchasing, 854-9853
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve twelve-month extensions to 44 contracts with various contractors for social services, and authorize County Purchasing Agent to sign all extension modifications on the Court's behalf (see Attachment A for list of contracts).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

Since 2007, Travis County Health and Human Services (HHS) has managed the County's social services investment. HHS has provided fiscal and programmatic oversight by completing on-site invoice verification monitoring visits as well as administering the Administrative and Fiscal Review process to all agencies funded.

Attachment A lists the 44 social services contracts for which renewals are requested. These contracts are held by 41 contractors. They provide a wide range of services to Travis County residents in need of assistance.

Contract-Related Information:

Award Amount: See Attachment A
Contract Type: Professional Services
Contract Period: January 1, 2010 - December 31, 2010

Contract Modification Information:

Modification Amount: See Attachment A
Modification Type: Bilateral
Modification Period: January 1, 2011 - December 31, 2011

Solicitation-Related Information: N/A

Solicitations Sent:
Responses Received:
HUB Information:

% HUB Subcontractor:

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:

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding Information:

Purchase Requisition in H.T.E.: See Attachment A

Funding Account(s): Various

Comments:

Statutory Verification of Funding:

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

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	12/10/2010 2:57 PM
Purchasing	Cyd Grimes	Completed	12/13/2010 10:18 AM
Purchasing Admin Support Group	Juan Gonzalez	Completed	12/13/2010 10:24 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



RECEIVED
TRAVIS COUNTY
2010 DEC - 8 PM 3: 57
PURCHASING
OFFICE

**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**

DATE: December 21, 2010

TO: Members of the Commissioners Court

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

SUBJECT: Acceptance of the Social Services Contracts for 2011

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve contracts with social service agencies.

Summary and Staff Recommendation:

Travis County Health and Human Services and Veterans Services have directly managed the County's social services investments since calendar year 2007, providing fiscal and programmatic oversight. All contractors participated in a County administered Administrative & Fiscal Review process, all agencies received annual on-site invoice verification monitoring visits. The 2010 contract year has continued the successful transition of these contracts from a joint process to an independent contract monitoring and contract management process.

The department is recommending the Court approve contracts with forty-one (41) social services vendors providing a wide-range of services for a diverse population of Travis County residents in need of assistance.

Budgetary and Fiscal Impact:

Nine (9) months of funding (January – September 2011) is available in the FY 2010-2011 budget. Funding for the October—December 2011 portion of the contracts will be included in the proposed budget for FY 2011-2012. (See Attachment A)

Account # 001-5891-611-6294:	\$ 1,518,301.00
FY '10: January – September 2010:	\$ 1,138,726.00
FY '11: October – December 2010:	\$ 379,575.00

Account # 001-5891-611-6290	\$ 3,587,608.00
FY '10: January – September 2010:	\$ 2,724,674.00
FY '11: October – December 2010:	\$ 862,934.00

Issues and Opportunities:

The following contractors have agreed to provide services to facilitate qualification of Travis County households for utility and weatherization assistance provided under grant contract(s) between Travis County and grantor(s) including the Texas Department of Housing and Community Affairs:

1. Meals on Wheels and More
2. Caritas of Austin
3. SafePlace (Travis County Domestic Violence and Sexual Assault Survival Center)
4. Any Baby Can
5. Community Partnership for the Homeless
6. Crime Prevention Institute
7. Family Eldercare
8. Foundation for the Homeless
9. Goodwill, Inc.
10. Salvation Army

During 2010, several contractors experienced problems providing adequate supporting documentation for their Travis County billings. The following contractors will have special conditions on their 2011 Travis County contracts requiring them to submit adequate supporting documentation with each of their 2011 billings: Capital IDEA, Out Youth, and Child Inc. HHS/VS staff has worked extensively with these agencies to address and correct their accounting and documentation issues.

The Austin Tenants' Council does not have the necessary staff to separate the duties of Executive Director and Finance Officer. These two agencies will have special conditions on their 2011 contracts to require a member of their Board of Directors to sign off on all Travis County billings.

Austin Area Urban League continues to experience performance and management challenges. The Austin Area Urban League has not provided HHS/VS with an acceptable Statement of Work for 2011. Once this is received we will seek renewal funding for this contract. The 2011 HHS/VS contract with Austin Area Urban League will contain special conditions. The contractor will be required to submit supporting documentation with all Travis County invoices. The contractor will also be required to have a member of their board of directors sign all Travis County billings. This agency does not have staffing necessary to separate the duties of Executive Director from Finance Director.

Background:

Travis County currently invests over \$5.1 million in social services contracts. The attached list of contracts represents \$5,105,909.00 in contract awards.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Christian Smith, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office
Kathleen Haas, Interim Financial Manager, TCHHS/VS
Jim Lehrman, Division Director, Family Support Services, TCHHS/VS
Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
Olie Pope, Division Director, Veterans Services, TCHHS/VS
Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

**CONTRACT YEAR 2011 - 2012 SOCIAL SERVICES CONTRACT FUNDING
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE**

	Contract Year 2011-2012	FY2011	FY2012				
Social Service Agencies	Award Amount	1/1/2011 - 9/30/2011	10/1/2011 - 12/31/2011	Req #	Contract #	Issue Area	Target Population
AIDS Services of Austin	391,437	293,578	97,859	517561	PS090131RE	Health/Access	Adult (All-18+)
Austin Child Guidance Center	101,343	76,007	25,336	517170	PS090089RE	Behavioral Health - MH	Children 5-18
Austin Children's Shelter	49,203	36,902	12,301	517171	PS090090RE	Housing	Victims 0 - 17
Capital Area Food Bank	57,766	43,325	14,441	517172	PS090091RE	Basic Needs	Adult (All-18+)
Caritas of Austin: Best Single Source	262,500	196,875	65,625	517175	PS090092RE	Housing Continuum	Adult (All-18+)
Caritas of Austin: Basic Needs (CPS & Kitchen)	127,980	95,985	31,995	517176	PS090093RE	Basic Needs	Homeless
Court Appointed Special Advocates of Travis County	85,000	63,750	21,250	517177	PS090094RE	Legal Services	Victim
Meals on Wheels and More, Inc. - Meals on Wheels	115,026	86,270	28,756	517178	PS090095RE	Supportive Services	Elder/CGs/Disabled
Meals on Wheels and More, Inc. - Congregate Meals	81,981	61,486	20,495	517179	PS090095RE	Supportive Services	Elder/CGs/Disabled
Sustainable Food Center, Inc.	19,321	14,491	4,830	517180	PS090096RE	Public Health	Adult (All-18+)
Travis County Domestic Violence and Sexual Assault Survival Center	184,964	138,723	46,241	517181	PS090097RE	Behavioral Health - MH	Victim
American Youthworks - Workforce Development	201,992	185,456	16,536	517183	PS090099RE	Workforce Dev	Young Adult 18-22
American Youthworks - Parks	83,300	62,475	20,825	517184	PS090100RE	Workforce Dev	Young Adult 18-22
Any Baby Can of Austin, Inc.	179,538	134,654	44,884	518072	PS090101RE	Child and Youth Dev	Disabled 0-21
Arc of the Capital Area, The: Case Management	72,631	54,473	18,158	517188	PS090102RE	Sup Svc Ind Living	Disabled 18+
Arc of the Capital Area, The: Juvenile Justice	25,025	18,769	6,256	517187	PS090102RE	Legal Svcs	Disabled 0-17
Austin Academy, The	43,609	32,707	10,902	517189	PS090103RE	Workforce Dev	Adults 18+
Austin Tenants' Council	24,848	18,636	6,212	517191	PS090105RE	Housing Continuum	Adult (All 18+)
Big Brothers Big Sisters of Central Texas, inc.	62,257	46,693	15,564	517192	PS090106RE	Child and Youth Dev	Children 5-18
Blackland Community Development Corporation - Transitional Housing	9,301	6,976	2,325	517193	PS090107RE	Housing Continuum	Homeless
BookSpring	13,126	9,845	3,281	517195	PS090108RE	Education	Children 5-18
Capital Area Mental Health	17,174	12,881	4,293	517196	PS090109RE	Behavioral Health - MH	All, 0-22+
Capital Investing in Development and Employment of Adults, Inc.	700,213	525,160	175,053	517204	PS090110RE	Workforce Dev	Adult 18+
Child Inc.	208,780	156,585	52,195	517207	PS090111RE	Child and Youth Dev	Early Childhood (0-5)
Community Partnership for the Homeless - Transitional Housing	38,934	29,201	9,733	517208	PS090112RE	Housing Continuum	Homeless
Community Partnership for the Homeless - Supportive Housing	12,978	9,734	3,244	517210	PS090112RE	Housing Continuum	Homeless
Crime Prevention Institute, Inc.	53,813	40,360	13,453	517212	PS090113RE	Justice & Reentry	CJ or JJ 18+
Easter Seals of Central Texas - Employment Solutions	64,500	48,375	16,125	517216	PS090114RE	Workforce Dev	Disabled 18+
Easter Seals of Central Texas - Development Solutions	123,241	92,431	30,810	517215	PS090114RE	Health/Access	Disabled all ages
Family ElderCare, Inc.	32,415	24,311	8,104	517217	PS090115RE	Supportive Services	Elder/CGs/Disabled
Foundation for the Homeless, Inc.	13,310	9,983	3,327	517219	PS090116RE	Housing Continuum	Homeless
Goodwill Industries of Central Texas	137,439	103,079	34,360	517220	PS090117RE	Workforce Dev	Adult 18+
Greater Calvary Rites of Passage Development, Inc.	31,482	23,612	7,870	517221	PS090118RE	Child and Youth Dev	Children 5-18
Helping the Aging, Needy & Disabled (HAND)	22,849	17,137	5,712	517222	PS090119RE	Sup Svc Indep Liv	Elder/CGs/Disabled
Immigration Counseling and Outreach Services	10,305	7,729	2,576	517223	PS090120RE	Legal Svcs	Immigrant &/or LEP
Out Youth Austin	12,880	9,660	3,220	517224	PS090121RE	Behavioral Health - MH	Ages 5 - 18

ATTACHMENT A

**CONTRACT YEAR 2011 - 2012 SOCIAL SERVICES CONTRACT FUNDING
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE**

Planned Parenthood of Austin Family Planning, Inc.	29,601	22,201	7,400	517225	PS090122RE	Health/Access	Youth 5 - 18
River City Youth Foundation	45,083	33,812	11,271	517228	PS090123RE	Child and Youth Dev	Children 5-18
Salvation Army - Pathways and Partnerships	98,319	73,739	24,580	517230	PS090124RE	Housing Continuum	Homeless
Skillpoint Alliance-Intermediary & Construction Gateway	244,965	183,724	61,241	517233	PS090125RE	Workforce Dev	Youth 5 - 22+
Texas RioGrande Legal Aid, Inc.	173,675	130,256	43,419	517234	PS090126RE	Legal Svcs	Adult (All 18+)
Vaughn House, Inc.	47,229	35,422	11,807	517235	PS090127RE	Workforce Dev	Persons with Disabilities
Workers Assistance Program	43,503	32,627	10,876	517236	PS090128RE	Behavioral Health - SU	Children 5-18
WorkSource Rapid Employment Model	244,275	183,206	61,069	518324	PS090134RE	Workforce Dev	Adult (All 18+)
Wright House	75,700	56,775	18,925	517924	PS090132RE	Health/Access	Adult (All 18+)
Young Women's Christian Association of Greater Austin	90,596	67,947	22,649	517240	PS090129RE	Behavioral Health	Adult 18+
Youth and Family Alliance (Lifeworks) - ABE/ESL	33,249	24,937	8,312	517246	PS090130RE	Education	Adult 18+
Youth and Family Alliance (Lifeworks) - Counseling	94,585	70,939	23,646	517241	PS090130RE	Child and Youth Dev	All 0-18+
Youth and Family Alliance (Lifeworks) - Youth Development	72,561	54,421	18,140	517244	PA090130RE	Child and Youth Dev	All 0-18+
Youth & Family Alliance: Housing & Homeless Services	140,107	105,080	35,027	517242	PS090098RE	Housing	Children/Youth 5-22
TOTAL	5,105,909	3,863,400	1,242,509				

Budgetary and Fiscal Impact:

Account # 001-5891-611-6294	1,518,301.00	1,138,726.00	379,575.00
Account # 001-5891-611-6290	3,587,608.00	2,724,674.00	862,934.00



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Lolly Jones, Purchasing, 854-4204

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve modification no. 11 to contract no. 01T0069-OJ , Forte, Inc. for Medical Audit Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. The contract provides Medical Audit Services for HRMD. Commissioners Court approved the award of this contract on February 27, 2001. On February 8, 2005, the Commissioners Court approved an Exemption Order exempting this contract from the competitive bidding requirements of the County Purchasing Act as a professional service.

This modification will extend the contract period for an additional twelve (12) months, through March 1, 2012. The renewal option is permitted pursuant to Paragraph 2.0 entitled "Term of Contract and Options to Extend". The modification will also revise the fees for the current contract effective January 1, 2011, to address the deletion of Preferred Provider Organization (PPO) services after December 31, 2010. The Texas Legislature amended the law to disallow the use of PPO services by Workers' Compensation benefits after December 31, 2010.

Modification No. 10 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2011. It was approved by the Commissioners Court on February 16, 2010.

Modification No. 9 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2010. It was approved by the Commissioners Court on February 24, 2009.

Modification No. 8 was previously issued to change the contractor's name from Forte Managed Care, to Forte, Inc. It was approved by the Purchasing Agent on July 18, 2008.

Modification No. 7 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2009. It was approved by the Purchasing Agent on February 13, 2008.

Modification No. 6 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2008. It was approved by the Purchasing Agent on February 20, 2007.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2007. It was approved by the Commissioners Court on February 14, 2006.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2006. It was approved by the Commissioners Court on February 22, 2005.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2005. It was approved by the Commissioners Court on February 10 2004.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2004. It was approved by the Commissioners Court on February 18, 2003.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2003. It was approved by the Commissioners Court on February 12, 2002.

Contract Expenditures: Within the last 12 months \$377,967.00 has been spent against this contract / requirement.

Contract Modification Information:

Modification Amount: \$219,075.84

Modification Type: Annual Contract

Modification Period: March 1, 2011 through February 28, 2012

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding Information: 525-1140-522-4704

Purchase Requisition in H.T.E.: 519046

Funding Account(s):

Comments:

Statutory Verification of Funding:

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	12/14/2010 11:55 AM
Purchasing	Cyd Grimes	Completed	12/13/2010 1:43 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	12/13/2010 3:39 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: 01T0069-OJ, MEDICAL AUDIT SERVICES PAGE 1 OF 3 PAGE

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: November 1, 2010
ISSUED TO: Forte Inc. Attn: Mr. Mark McCarthy P.O. Box 182364 Columbus, Ohio 43218-2364	MODIFICATION NO.: 11	EXECUTED DATE OF ORIGINAL CONTRACT: February 27, 2001
ORIGINAL CONTRACT TERM DATES: <u>March 1, 2001 through March 1, 2002</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2011 through March 1, 2012</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 150,000.00 . Current Modified Amount \$212,695.00 (Estimated) .**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.**Recitals**

County Commissioners Court has reviewed the services provided under this contract and found that the services are professional services. On February 8, 2005, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

This contract which currently extends to March 1, 2011 includes Preferred Provider Organization services ('PPO services'). The Texas Legislature has amended the law to disallow the use of PPO services for Worker's Compensation benefits after December 31, 2010. To conform to this change in the law, Travis County and Forte, Inc. ("Contractor") have agreed to revise the fees for the current contract effective January 1, 2011 to address the deletion of PPO services after December 31, 2010 and to extend the remaining services under the contract until the end of the sixth option period simultaneously.

Agreement

1.0 By this modification beginning December 1, 2010, Travis County changes the consideration payable for the remainder of the fifth option period and exercises its sixth annual option under subsection 2.04 to extend the

Note to Vendor:

[XX] 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: _____
SIGNATUREBY: _____
PRINT NAMETITLE: _____
ITS DULY AUTHORIZED AGENT☐ DBA☐ CORPORATION☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

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

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**CONTRACT NO. 01T0069-OJ
MODIFICATION NO. 11**

PAGE 2 OF 3 PAGES

contract between Travis County, Texas, ("County") and Forte, Inc., a Texas corporation ("Medical Auditor") for one (1) additional year which ends at 12:01 A.M. Central Standard Time on March 1, 2012.

2.0 Section 2.04 and 2.05 in **2.0 TERM OF CONTRACT AND OPTIONS TO EXTEND** are deleted and the following sections are inserted in its place:

- 2.04 After March 1, 2005, County has the additional option to extend the medical audit services for workers compensation claims for seven (7) additional one (1) year periods and three (3) additional one month periods, provided all terms and conditions related to these services remain unchanged and in full force and effect except for the contract period being extended and rate changes made in compliance with 12.042, 12.043, 12.044, 12.045, 12.046, 12.047, 12.048, 12.062, 12.063, 12.064, 12.065, 12.066, 12.067, 12.068, and 12.071.
- 2.05 These options, if exercised, shall be executed in the form of an amendment to this contract, no sooner than 120 days prior to the expiration of this contract or its extension, and no later than the final day of the contract period. Failure by County to exercise any of these options to extend these services shall require this contract to expire.

3.0 Sections 12.066, 12.067 and 12.068 in **12.0 COMPENSATION FOR MEDICAL AUDIT SERVICES** are deleted and the following sections are inserted in their place:

- 12.066 Rate Increase for Medical Bill Review: Fifth Option Under 2.04 If the fifth annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the fee of \$8.98 for each medical bill reviewed from the beginning of the fifth option period exercised under 2.04 of the Contract until November 30, 2010 within 30 days of receipt of an invoice in compliance with 13.0. From December 1, 2010 until the end of the fifth option period under 2.04, County shall pay Medical Auditor the monthly fee of \$4,000 within 30 days of receipt of an invoice in compliance with 13.0.
- 12.067 Rate Increase for Medical Bill Review: Sixth Option Under 2.04 If the sixth annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the monthly fee of \$4,000 during the sixth option period exercised under 2.04 of the Contract within 30 days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for the second option period exercised under 2.04 of the Contract is \$48,000.

CONTRACT NO. 01T0069-OJ
MODIFICATION NO. 11

PAGE 3 OF 3 PAGES

12.068 Rate Increase for Medical Bill Review: Seventh Option Under 2.04 If the seventh annual option under 2.04 is exercised by County, as consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the monthly fee of \$4,120 during the seventh option period exercised under 2.04 of this Contract within 30 days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for the seventh option period exercised under 2.04 under this contract is \$49,440.

4.0 Section 12.071 in **12.0 COMPENSATION FOR MEDICAL AUDIT SERVICES** is deleted and the following is inserted in its place:

12.71 PPO Network Access Fee Under 2.03 of this Modification and Options Under 2.04 County shall not be obligated to pay Medical Auditor any fee for discounts Medical Auditor has obtained from the active provider network. Until December 1, 2010, the following shall apply: 1) County shall pay Medical Auditor a fee of 30% of the savings realized from access to the contractual discounts Medical Auditor has obtained from another PPO Network (either National Choice Care or Rockport Healthcare) as selected by County through its Risk Manager. 2) The savings realized are computed as the additional savings available after repricing to the applicable fee schedule and all other audit steps. 3) Medical Auditor shall apply PPO discounts to the bill after all other reviews to find the correct price for the services absent the PPO discount have been completed. After January 1, 2011, PPO services will not be used by County in compliance with the new legislation.

5.0 This contract is for the medical audit services for workers compensation claims without the claims administration services provided, and all terms and conditions related to these services remain unchanged and in full force and effect except for those amended in Modifications 4 and 8 unless these have been further amended in this Modification 10.



Human Resources Management Department

1010 Lavaca St. 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-9757

December 13, 2010

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk & Benefits Manager, HRMD
William Paterson, Senior Risk/Safety Specialist

Re; Contract No. 01T0069-OJ
Medical Audit Services
Forte Managed Care

The Texas Legislature has ordered that PPO's (in the Workers Compensation arena) can not be utilized after 12-31-10. In our contract with Forte' their fee for service includes the PPO fees. The PPO fees are being taken out of the equation as of Jan 1, 2011.

Risk Management recommends a modification of the Forte' contract to be effective 12-1-2010 and run for 15 months. The Bill Review would be a flat rate of \$4,000 dollars a month for the 15 month period and the current Case Management/ Utilization Review rate will remain until 3-1-2011. The Case Management/Utilization Review would increase by 3% for the period from 3-1-2011 to 2-28-2012. The need for this new pricing was brought about by the Texas Legislature, but offers Travis County an opportunity to realize reduced costs over the next 15 month period. Contract No. 01T0069-OJ is funded from line item 525-1140-522-4704.

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate a modification of their contract for the period outlined above.

If you have any questions please call me at X49650.

CC;

Diane Blankenship, Director Human Resources
Dan Mansour, Risk & Benefits Manager

Lolly Jones - Re: Pricing

From: William Paterson
To: Barbara Wilson; Dan Mansour; Lolly Jones
Date: 10/27/2010 10:07 AM
Subject: Re: Pricing
CC: Bonnie Floyd; Cyd Grimes

There are no other changes. Thanks.

>>> Barbara Wilson 10/26/2010 10:53 AM >>>
Lolly,

Yes we can do what Bill wants to do but we need to be sure it is worded appropriately to deal with the remainder of the contract, etc.

Do I need to know anything more about rates and changes than Bill put in his email? If not, please send me a copy of the most recent mod.

Barbara

>>> Lolly Jones 10/25/2010 3:42 PM >>>
Hi Bill,

I'm including Barbara on this because this involves legal advice from our counsel. I am not aware of Texas Legislature changes pertaining to this subject matter. From the dates you've shown, it appears we have to do some changes pretty fast in order to be ready for 1/1/11.

Barbara, is it even possible to do what Bill is recommending, doing an early renewal of the Fortes' contract to be effective 12-1-10 and run for 15 months? Our current contract with Forte' expires 3/1/11, but it's exempt as a Professional Services so we've been extending it every year. Please advise. Thank you.

>>> William Paterson 10/25/2010 3:09 PM >>>
Lolly,

The Texas Legislature has ordered that PPO's in the Workers Compensation arena can not be utilized after 12-31-10. In our contract with Forte' their fee for service included the PPO fees. The PPO fees are being taken out of the equation as of Jan 1, 2011. Taking this into account we have had some conversations with Forte. We would like to take advantage of the pricing advantage these conversations have developed.

We would like to do an early renewal of the Forte' contract to be effective 12-1-10 and run for 15 months. The Bill review would be a flat rate of \$4,000 dollars a month and the case management/ utilization review rate will remain the same. This need for this new pricing was brought about by the Texas Legislature, but offers Travis County an opportunity to realize reduced costs over the new 15 month option period. How do we go about taking advantage of this opportunity?

>>> "Mundy Hebert" <MHebert@fortereview.com> 10/22/2010 10:58 AM >>>

Here is the pricing we discussed last week. This effects the bill review pricing section only. The rate for the CM/UR will remain the same.

Forté will provide bill review services for a rate of \$4000 per month beginning December 1, 2010 through February 29, 2012. This fee will include the audit of medical bills as well as the repricing to any applicable PPO

network that is authorized at the time of the audit.

Dan, Bill, Please let me know if this is acceptable.

Mundy Hebert

Sr. Vice President
Prospective Services

Forté

7600 Chevy Chase Drive, Suite 200

Austin, Texas 78752

512.371.8165 **office**

800.580.4567 Ext. 28165 **toll free**

614.717.6333 **fax**

512.784.6140 **cell**

www.fortereview.com

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PURCHASE REQUISITION NBR: 0000519046

STATUS: INSUFFICIENT FUNDS

REQUISITION BY: MARGIE SOLANO 854-9239

REASON: CONTRACT RENEWAL

DATE: 12/13/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 53090 FORTE INC

DELIVER BY DATE: 10/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEDICAL AUDIT SERVICES 3/11 - 3/12 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE	12.00	MO	18256.3200	219075.84	
2	MEDICAL BILL REVIEW 3/11 - 3/12 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE	48000.00	DOL	1.0000	48000.00	
REQUISITION TOTAL:					267075.84	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	219075.84
2	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	48000.00
				267075.84

REQUISITION IS IN THE CURRENT FISCAL YEAR.

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

Find | Next

Select a format

Export

Budget Adjustment: 25013

Fyr_ Budget Type: 2011-Reg

Author: 11 - SOLANO, MARGIE

Created: 12/13/2010 11:33:37 AM

PBO Category:

Court Date: None

Dept: HUMAN RESOURCE MANAGEMENT

Just: CommCodeRq

Forte Contract renewal. (01T0069- OJ

From Account	Acct Desc	Project	Proj Desc	Amount
525-1140-522-4504	GENERAL LIABILITY			262,000
				262,000
To Account		Project		Amount
525-1140-522-4704	WORKERS' COMPENSATION			262,000
				262,000

Approvals

Dept

Approved By

Date Approved

Originator

11

MARGIE SOLANO

12/13/2010 11:34:50 AM

Page 1

Travis County Commissioners Court Agenda RequestVoting Session 12/21/10
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 14 Block L in Precinct Two.**
- C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct Two
- II. A. Is backup material attached*: Yes X No
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).
- B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:
 X Anna Bowlin – 854-9383
 Stacey Scheffel – 854-9383
 Tim Pautsch – 854-9383
- III. Required Authorizations: Please check if applicable:
- _____ Planning and Budget Office (473-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item budget
 _____ Grant
- _____ Human Resources Department (473-9165)
 _____ A change in your department's personnel (reclassifications, etc.)
- _____ Purchasing Office (473-9700)
 _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney's Office (473-9415)
 _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: December 8, 2010

TO: Members of the Commissioners Court

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

FROM: *Anna M. Bowlin*
Anna M. Bowlin, Division Director, Development Services

SUBJECT: Cash Security Agreements for sidewalks on lots in Commons at Rowe Lane 2A.

Summary and Staff Recommendation:

Highland Homes, Austin, proposes to use this Cash Security Agreement, as follows:
20912 Windmill Ridge St, Lot 14 Block L, \$780.00, Permit #10-1989 to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

Required Authorizations:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

Exhibits:

Cash Security Agreement
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Tim Pautsch, Transportation and Natural Resources, 854-7689

Elected/Appointed Official/Dept. Head: Joe Gieselman, Executive Manager

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action on a Cash Security Agreement with Highland Homes Ltd. for Sidewalk Fiscal for Commons at Rowe Lane 2A Lot 14 Block L in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, Ltd., proposes to use this Cash Security Agreement, as follows: Phase 2A Lot 14 Block L \$780.00 Permit #10-1989, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources		<i>MB</i> Anna Bowlin	Pending
Transportation and Natural Resources		Carolyn Barrett	Pending
Transportation and Natural Resources		Joe Gieselman	Pending
Transportation and Natural Resources		Carolyn Barrett	Pending
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 780.00

SUBDIVISION: Commons at Rowe Lane IIA

Address: 20912 Windmill Ridge Lot: 14 Block: L

DATE OF POSTING: 12-2-10

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

Cash Security Agreement/Sidewalks

Page 2

constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER/ BUILDER

Signature: Cynthia Hicock

Name: Cynthia Hicock

Title: Assistant Secretary

Date: _____

Builder
ADDRESS OF DEVELOPER

Highland Homes, Ltd.

4201 W. Parmer Ln, Bldg. B, Ste 180

Austin, TX 78727

Phone: 512-834-8429 ext. 108

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

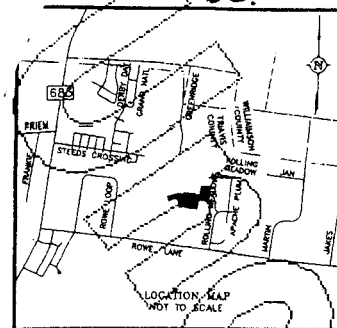
COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date

GRAPHIC AYLAR \$65.00

7-24-2008

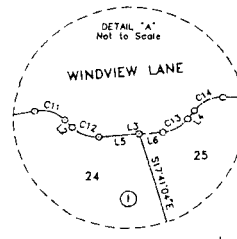
200800219

FINAL PLAT THE COMMONS AT ROWE LANE PHASE II A

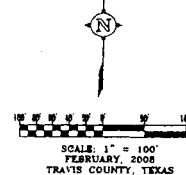


CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C3	8.0619	825.00	87.91	87.88	N144°32'55"W
C4	30.0000	15.00	23.56	21.21	N127°18'56"E
C5	30.0000	15.00	23.56	21.21	S82°25'04"E
C6	30.0000	15.00	23.56	21.21	N27°18'56"E
C7	30.0000	15.00	23.56	21.21	N62°43'04"W
C8	8.0619	775.00	82.58	82.54	N144°32'54"W
C9	2518.00	325.00	143.32	142.18	S84°38'54"W
C10	7.9248	275.00	33.82	33.80	N75°50'20"E
C11	58.3534	10.00	9.94	9.53	S72°10'28"E
C12	50.8707	10.00	8.89	8.60	S69°11'18"E
C13	50.8118	10.00	8.90	8.81	N59°50'31"E
C14	58.5821	10.00	9.84	9.53	N62°49'03"E
C15	81.7437	275.00	30.22	30.20	S83°31'52"E
C16	30.0000	15.00	23.56	21.21	S82°25'04"E
C17	30.0000	15.00	23.56	21.21	N37°25'04"W
C18	21.4258	155.00	58.97	58.62	S03°19'02"E
C19	21.4258	205.00	78.00	77.53	N03°19'02"W
C20	30.0000	15.00	23.56	21.21	N30°47'00"E
C21	30.0000	15.00	23.56	21.21	N69°13'00"W
C22	20.4758	155.00	58.97	58.62	N88°40'48"E
C23	21.4258	205.00	78.00	77.53	N88°40'48"E
C24	32.9112	50.00	13.82	13.16	S84°24'28"E
C25	184.0628	80.00	159.33	98.25	N82°34'56"E
C26	52.3012	25.00	13.82	13.16	N12°25'40"W
C27	30.0000	15.00	23.56	21.21	S82°25'04"E
C28	21.4258	205.00	78.00	77.53	N12°25'40"W
C29	47.0023	50.00	12.42	11.81	S83°31'52"E
C30	47.0023	50.00	12.42	11.81	N12°25'40"W
C31	10.5638	325.00	33.82	33.80	S77°48'14"W
C32	14.7722	325.00	33.82	33.80	N89°32'46"W
C33	47.0023	50.00	12.42	11.81	S83°31'52"E
C34	47.0023	50.00	12.42	11.81	N89°32'46"E
C35	18.1039	50.00	12.05	11.62	N89°32'46"E
C36	18.1039	50.00	12.05	11.62	N18°42'58"W

LINE	BEARING	LENGTH
L1	N72°18'56"E	43.12
L2	S43°42'42"E	3.34
L3	N85°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N85°20'11"E	12.51
L6	N85°20'11"E	7.27
L7	N17°41'04"W	28.47
L8	S77°18'56"W	43.12
L9	N82°25'04"W	24.46
L10	S07°34'56"W	26.73
L11	N07°34'56"E	26.73
L12	N13°29'12"W	65.01
L13	S17°29'20"E	83.98
L14	S13°34'42"E	31.81
L15	S13°29'12"E	32.40
L16	S13°28'12"E	32.61
L17	S14°13'00"E	2.85
L18	N14°13'00"W	2.31
L19	N82°25'04"W	28.78
L20	N75°47'00"E	5.15
L21	S75°47'00"W	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	16.01
L24	S07°34'56"W	48.27



ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT



LINEAR FEET OF NEW STREETS

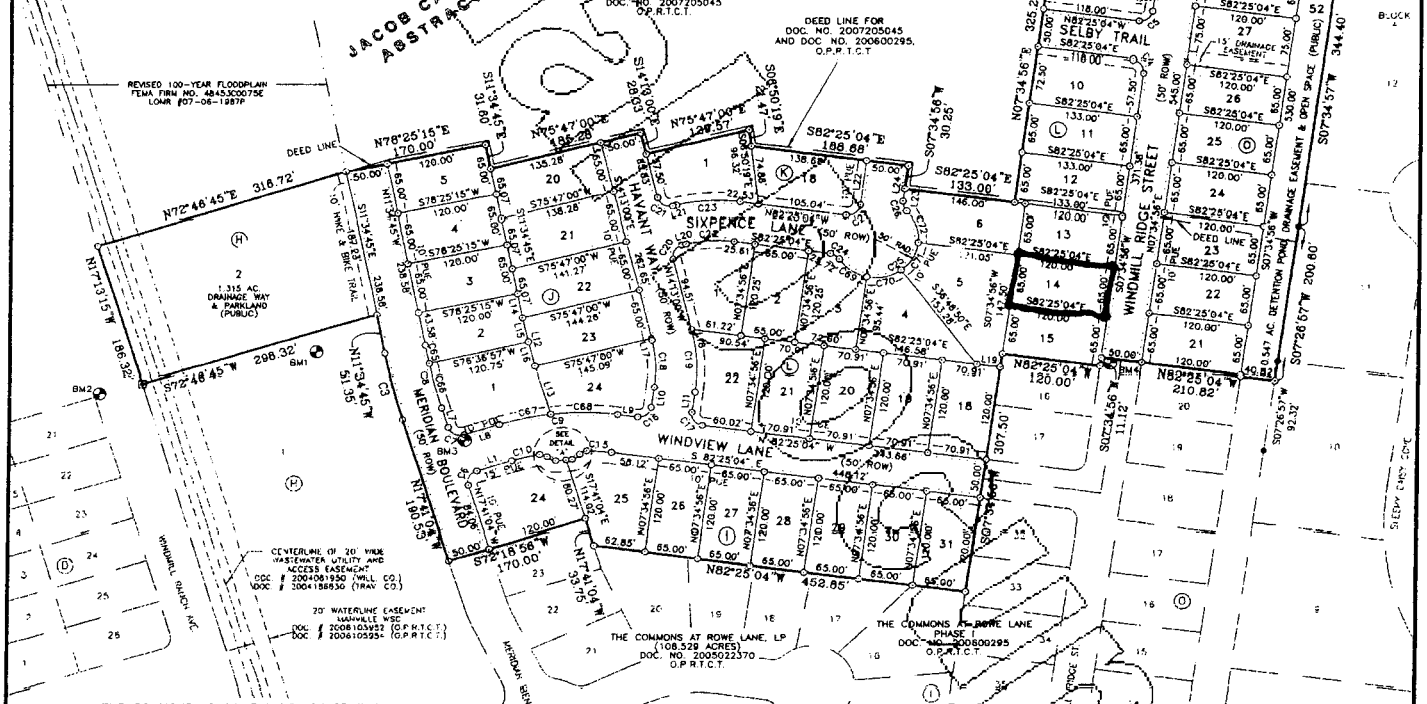
MERIDIAN BOULEVARD	50' ROW	514 L.F.
WINDVIEW LANE	50' ROW	837 L.F.
HAVANT WAY	50' ROW	373 L.F.
SIXPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	545 L.F.
SELBY TRAIL	50' ROW	133 L.F.
TOTAL		2596 L.F.

LAND USE

SINGLE FAMILY LOTS = 46
DRAINAGE WAY & PARK LOT = 1 (1.315 AC.)
DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT = 1 (0.547 AC.)

DEED LINE FOR
DOC. NO. 2007205045
AND DOC. NO. 200600295.
O.P.R.T.C.T.

ACREAGE	
BLOCK H	1.315 AC.
BLOCK I	1.581 AC.
BLOCK J	2.073 AC.
BLOCK K	0.439 AC.
BLOCK L	3.479 AC.
BLOCK M	0.221 AC.
BLOCK N	2.007 AC.
RIGHT-OF-WAY	3.022 AC.
TOTAL ACREAGE	14.137 AC.



THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9800 FAX: (817)332-1400

ACREAGE: 14.137 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF LOTS: 46
LINEAR FEET OF NEW STREETS: 2596 L.F.
DATE: FEBRUARY, 2008
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPOCKWOOD SPRINGS RD., SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER: GRAY JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF LOT 21, APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RIDGE AVE. & COMMONS PARKWAY. NORTHING = 10,182,558.13 EASTING = 3,187,197.81 ELEV. = 687.87

BM#2: 400' NAL SET IN PAVEMENT APPROX. 7' WEST OF THE NORTHWEST CORNER OF LOT 21, BLOCK D, THE COMMONS AT ROWE LANE PHASE II. NORTHING = 10,153,703.44 EASTING = 3,166,833.22 ELEV. = 688.73

BM#3: 604' SET APPROX. 380' NORTH OF INTERSECTION OF MERIDIAN BLVD. & COMMONS PARKWAY, WITH COORDINATES: NORTHING = 10,152,241.95 EASTING = 3,187,397.37 ELEV. = 687.11

BM#4: PK NAL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN. & WINDMILL RIDGE ST. WITH COORDINATES: NORTHING = 10,152,739.86 EASTING = 3,166,153.24 ELEV. = 692.79

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS: 46
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC.

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spockwood Springs Rd., Suite 200 Austin, Texas 78759
Tel: (512) 241-1078 • Fax: (512) 241-1392

DATE	BY	REVISIONS
06-04-08	MM	REVISE FLOOD PLAIN & NOTES PER CJA
05-13-08	MM	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MM	ADDRESS CITY OF PFLUGERVILLE COMMENTS



GRAY JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX: (512)454-9933

TECH: WOOD	SURV. GRZ	SHEET
DATE: FEBRUARY, 2008	SCALE: 1" = 100'	OF 2
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET.DWG		
PROJECT: COMMONS AT ROWE LANE		
JOB NO: 06-015-11		



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Vicki Skinner, District Attorney's Office, 854-9522

Elected/Appointed Official/Dept. Head: Rosemary Lehmberg, District Attorney

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON ACCEPTANCE OF A DONATION OF \$10,000 FROM THE DOWNTOWN AUSTIN ALLIANCE FOR THE TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Attorney's Office requests approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

Since January, 2002 an Assistant District Attorney has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This Attorney works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the permanent responsibilities of the position.

We appreciate the donation of the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

\$10,000 donation from the Downtown Austin Alliance to the District Attorney's Office budget line item 001-2311-545-0801

REQUIRED AUTHORIZATIONS:

District Attorney's Office	Vicki Skinner	Completed	12/13/2010 1:53 PM
County Judge's Office	Cheryl Aker	Completed	12/14/2010 11:50 AM
Commissioners Court	Cheryl Aker	Pending	



Rosemary Lehmberg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office

Vicki Skinner for Rosemary Lehmberg

DATE: December 13, 2010

SUBJECT: Donation from Downtown Austin Alliance

The District Attorney's Office is requesting approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

Since January, 2002 an Assistant District Attorney has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This Attorney works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

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We appreciate the donation of the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

cc: Blain Keith, Auditor's Office
Katie Petersen, Planning and Budget Office
Jim Connolly, County Attorney's office

Downtown Neighborhood District Attorney Initiative Travis County District Attorney's Office

Summary of Goals and Activities February 2010-December 2010

"Community prosecution focuses on targeted areas that involves a long-term, proactive partnership among the prosecutor's office, law enforcement, the community and public and private organizations, whereby the authority of the prosecutor's office is used to solve problems, improve public safety and enhance the quality of life."

American Prosecutors Research Institute

History/Goals of the Downtown Neighborhood DA Initiative:

The Downtown Neighborhood District Attorney (NDA) Initiative began in January 2002. The goals of the project include:

- Enhance the quality of life;
- Reduce crime;
- Enhance criminal justice processes;
- Partner with community stakeholders; and
- Enhance offender reentry processes in the downtown community.

The role of the Downtown NDA includes activities such as:

- developing opportunities to create partnerships with criminal justice and community stakeholders that will lead to enhancing the safety and quality of life downtown;
- providing assistance in development of effective search and arrest processes that lead to court-ready cases being filed;
- Working with key stakeholders on development of strategies that impact safety and quality of life downtown
- Acting as a link to trial courts to effectively communicate issues to trial court prosecutors that impact the downtown community

In February of 2010, Jason English was assigned as the Downtown Neighborhood Assistant District Attorney. The following is a summary to date of goals, activities and results of work. (NOTE: Between June and mid-July, Jason was involved in a trial court case that resulted in a majority of his time being focused on trial preparation and trial time).

Downtown Crime Trends:

The Downtown Area Command (DTAC) of the Austin Police Department continues to experience reduction in both property and violent crimes. When comparing October 2009 to October 2010 crime statistics, the DTAC area demonstrated a 13% reduction in property crime (as compared to 6% reduction for the whole city) and a 26% reduction in violent crime (as compared to 6% reduction for the whole city).

Goals and Activities of the Downtown Neighborhood DA—February 2010-December 2010

Goal:	Strategy:	Actions Taken:	Results:
Enhance criminal justice processes:			
	Provide investigative assistance to law enforcement officials	<ul style="list-style-type: none"> Reviewed offense reports and arrest affidavits Discussed investigations and provided legal assistance/direction 	Results to Date: Provided advise/assistance on over 200 cases to more than 25 officers
	Serve as a link between courts and the police and community	<ul style="list-style-type: none"> Met with DA staff regarding general issues impacting downtown as well as to assist on specific cases Prepared and encouraged utilization of stay-away orders for defendants placed on probation 	Results to Date: Connected with multiple prosecutors on several cases/issues
	Case review and provide assistance on plea recommendations on drug cases	<ul style="list-style-type: none"> Worked with community and DA Office stakeholders on identifying high impact offender drug cases and helped with making plea recommendations Developed processes for identifying cases and created a tracking system 	Results to Date: Tracking over 18 defendants to review dispositions
	Provide assistance on nuisance abatement-related issues	<ul style="list-style-type: none"> Worked with APD Nuisance Abatement Unit and COA City Attorney's Office on problem properties related to criminal activity 	Results to Date: Attended 2 accord meetings Staffed 6 cases
Enhance successful reentry that impacts the downtown community:			
	Initiate State Jail Homeless Reentry Initiative—to help ensure that no one is released to homelessness	<ul style="list-style-type: none"> Coordinated and met with key stakeholders to address release processes: Cindy Finnegan, Kimberly Pierce—CJP Larry Carroll, TDCJ Reentry Specialist Monte Pritchett, TDCJ-TCOOMMI Warden Peralta, TDCJ-Travis State Jail Dee Wilson, TDCJ-Reentry Director	5 meetings held Results to Date: Created partnership with key stakeholders that will be examining current processes/practices that will lead to recommendations and strategies

Goal:	Strategy:	Actions Taken:	Results:
	Clarified drug education class to help SJ releasees get Texas IDs or DLs by DPS	<ul style="list-style-type: none"> Met/communicated with key stakeholders to determine current processes and obstacles: <p>Cindy Finnegan, TC CJP Warden Peralta, TDCJ Travis SJ Ms. Haack, Windham ISD Principal, Travis SJ TX DSHS General Counsel DPS General Counsel Dee Wilson, TDCJ-TCOOMMI Brian Collier, TDCJ</p>	<p>2 meetings held 20 emails sent</p> <p>Results to Date: Helped to achieve an immediate strategy with an agreement between TDCJ and the Central Austin DPS Office that the Travis SJ CHANGES class certificate will be accepted as proof they have completed a required drug education/awareness class as mandated that will allow offenders to be able to receive a state ID or DL</p>
	Participate in Travis State Jail Resource Fairs	<ul style="list-style-type: none"> Provide information to confines regarding criminal history issues Network with service providers 	<p>Results to Date: Participated in 4 Resource Fairs</p>
	Help identify reentry resources that will help enhance reentry impacts	<ul style="list-style-type: none"> Met with Goodwill staff regarding reentry employment readiness initiative 	<p>Results to Date: Connected Goodwill to Adult Probation that resulted in partnership to provide initiative to the SMART Program</p>
Partner with community stakeholders to improve quality of life in downtown:			
	Participate in DAA Security and Maintenance Meetings	<ul style="list-style-type: none"> Attended monthly meetings and provided relevant updates 	<p>Results to Date: Attended 9 meetings</p>
	Work with 5 th Street Neighborhood group regarding drug sales www.5thstreetcommunity.org	<ul style="list-style-type: none"> Attended neighborhood meetings/events Attended one-on-one meetings with individual neighborhood members Provided education regarding punishment ranges and court processes Developed disposition tracking system to examine final dispositions versus initial plea recommendation 	<p>4 Community meetings 10 individual meetings</p> <p>Results to Date: Developed high impact offender disposition tracking system for persons arrested in neighborhood</p>
	Participate in DTAC Commander's Forums		<p>Results to Date: Participated in 4 forums</p>

Travis County Commissioners' Court Agenda RequestMeeting Date: December 21, 2010I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS,
INCLUDING:

- A. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS AND POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA; AND
- B. ADOPTION OF A REVISED SET OF POLICIES AND PROCEDURES FOR THE 82ND TEXAS LEGISLATURE.

C. Sponsor: _____
County Commissioner or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

- III. Required Authorizations: Please check if applicable:
NONE APPLICABLE.

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

Diane Blankenship
 Director, Human Resources Management Department
 Phone: 854-9170
 Email: Diane.Blankenship@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.

Item # _____

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

Sherrie Fleming, Executive Manager
Health and Human Services/Veterans Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Joe Gieselman, Executive Manager
Transportation and Natural Resources
Phone: 854-9383
Email: Joe.Gieselman@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: Cyd.Grimes@co.travis.tx.us

Joe Harlow, Interim Executive Manager
Information Technology Services
Phone: 854-9372
Email: Joe.Harlow@co.travis.tx.us

Danny Hobby, Executive Manager
Emergency Services
Phone: 854-4416
Email: Danny.Hobby@co.travis.tx.us

Roger Jefferies, Executive Manager
Justice and Public Safety
Phone: 854-4415
Email: Roger.Jefferies@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.

Item # _____

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: Rodney.Rhoades@co.travis.tx.us

Daniel Bradford
County Attorney's Office
Phone: 854-3718
Email: Daniel.Bradford@co.travis.tx.us

Steven Manilla, Executive Manager-Designate
Transportation and Natural Resources
Phone: 854-9383
Email: Steven.Manilla@co.travis.tx.us

Jon White, Natural Resources Environmental Quality Division Director
Transportation and Natural Resources
Phone: 854-7212
Email: Jon.White@co.travis.tx.us

Thomas Weber, Environmental Program Manager
Transportation and Natural Resources
Phone: 854-4629
Email: Thomas.Weber@co.travis.tx.us

Adele Noel, Environmental Project Manager
Transportation and Natural Resources
Phone: 854-7211
Email: Adele.Noel@co.travis.tx.us

Dan Mansour, Risk and Benefits Manager
Human Resources Management Department
Phone: 854-9165
Email: Dan.Mansour@co.travis.tx.us

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Item # _____

John Brady, Risk Safety Specialist
Human Resources Management Department
Phone: 854-9165
Email: John.Brady@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: Wednesday, December 8, 2010

RE: Legislative agenda items for Tuesday, December 21:

- amendments to the County legislative agenda
- revisions to IGR Policies and Procedures

SUMMARY AND IGR RECOMMENDATION

1. IGR recommends the inclusion of the following in the Legislative Agenda:
 - a. one additional item in the **Priorities** section;
 - b. two additional items in the **Policy Positions** section; and
 - c. four additional items in the **Other Positions** section.
2. IGR also recommends the adoption of a new **Policies and Procedures** document to replace the one adopted by the Court on October 19, 2010.

IGR recommends adoption of the attached Motion in Writing to effect these changes.

BACKGROUND

On October 19, 2010, the Commissioners Court adopted its legislative agenda for the 82nd Texas Legislature, including a new format that contemplated ongoing amendments to the agenda as we approached and went through the session.

Consistent with that new format, IGR proposes a number of changes to the document for Court consideration. They are briefly described below:

1. Add “clarify the authority of a county judge to lift a burn ban ...” to the **Priorities** section. We are working with the CUC, TAC and other groups on this initiative, and they have asked Travis County to take the lead.
2. Add “would permit qualifying vehicles ... to participate in the “Drive a Clean Machine” (DACM) program” to the *Environment and Natural Resources* subsection of the **Policy Positions** section. An explanation of that proposal is attached.
3. Add “encourage inclusion of the ‘Alive @ 25’ program in the drivers education curriculum” in the *Taxation, Revenues, Budget and Administration* subsection of the **Policy Positions** section. An explanation of that proposal is attached.
4. Add the four resolutions on legislative matters adopted by the Court in the last two weeks to the **Positions on Other Proposals** section.

Also on October 19, 2010, the Commissioners Court adopted **Policies and Procedures, 82nd Texas Legislature** to guide IGR in its execution of the Court’s legislative agenda. This document has been rewritten to clarify some of the specific steps IGR will take on the different levels of proposals (**Priorities, Policy Positions, and Positions on Other Proposals**). A copy of the revised language is attached.

Cc: Executive Managers

Steven Manilla, Jon White, Thomas Weber, Adele Noel

Dan Mansour, John Brady

Travis County Commissioners Court
Voting Session, December 21, 2010
Motion in Writing

- A. Move that the Travis County Commissioners Court make the following modifications to its **Legislative Agenda for the 82nd Texas Legislature**:

Add the following to the **Priorities** section:

1. Clarify the authority of a county judge to lift a burn ban under certain circumstances without having to convene a meeting of the Commissioners' Court. (EMS-2)

Add the following to the *Environment and Natural Resources* subsection of the **Policy Positions** section:

5. Support legislation that would permit qualifying vehicles registered in a participating county for 12 out of the last 15 months to participate in the "Drive a Clean Machine" (DACM) program.

Add the following to the *Taxation, Revenues, Budget and Administration* subsection of the **Policy Positions** section:

7. Support legislation that would require TEA to include the option of offering the "Alive at 25" driver safety course to the driver education curriculum

Add the following to the **Positions on Other Proposals** section:

1. Support legislation that would strengthen licensing requirements and oversight regulation of payday and auto title lenders.
2. Support legislation that would establish a recycling refund system for beverage containers in Texas.
3. Support legislation that would establish a recycling collection program for discarded electronic products.
4. Support legislation to establish a recycling payback program for mercury-containing products.

- B. Move that the Travis County Commissioners Court adopt the revised **Policies and Procedures, 82nd Texas Legislature**, dated December 21, 2010.

LEGISLATIVE PROPOSAL

SUMMARY: Support legislation that would amend the TEXAS HEALTH AND SAFETY CODE to permit qualifying vehicles registered in a participating county for 12 out of the last 15 months to participate in the Drive a Clean Machine (DACM) program.

CONTACT: There should be one contact for all legislation from your department.

NAME: ADELE NOEL

TITLE: AIR QUALITY PROJECT MANAGER

PHONE: (512) 854-7211

FAX: (512) 854 6474

E-MAIL: ADELE.NOEL@CO.TRAVIS.TX.US

**Please return this form to Deece Eckstein,
Travis County Intergovernmental Relations Office.**

PLEASE NOTE: Submission of this document is the next step in the legislative process. Your department will be responsible for answering questions regarding your proposal to both Commissioners Court and members of the Legislature.

By submitting this document, your department is agreeing to be responsible for providing (1) information as necessary to IGR, Commissioners Court or the Legislature, and (2) a witness who will appear at each legislative hearing on the proposal. Hearings will be held during the legislative session, January – May 2011. It is sometimes necessary for witnesses to wait several hours for the members to adjourn from the floor of the House or Senate. Hearings have been known to last until the early morning hours.

- **BACKGROUND**

Provide a description of the problem that needs addressing and a brief synopsis of the current state of the law as you understand it.

The TEXAS HEALTH AND SAFETY CODE, Section 382.209(E)(2)(B) should be amended as it pertains to the "Drive A Clean Machine" (DACM) program (formerly known as Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program [LIRAP]). The issue is the language that requires that a vehicle be registered for "12 months preceding the application for participation in the program." First, there is no way to check the history of a vehicle's registration. Neither DPS nor tax offices keep prior history of registrations. Only the latest registration information appears, not the history. Secondly, sometimes a person will go to third party (like a grocery store customer service center) or register on-line and, even though the transaction took place on the last day before the registration expires, it won't be reflected as a renewal until several days later. As a result, the State requires that we deny applicants because of failure to have their vehicle registered for 12 consecutive months. Approximately 30 to 40% of applications are denied for this reason. The Texas Health and Safety Code is not as stringent regarding the requirement for inspection

- it states that a vehicle must have passed an inspection within the previous 15 months even though an inspection is only valid for 12 months.

- **PURPOSE**

Describe the statutory change that you would like to make and how that would solve the problem described above. If possible, name the statutory Code or Act that must be amended. Draft language is welcome, although please understand the language may be changed.

This would mean more vehicles would qualify for the program which would improve air quality since these vehicles would likely not be repaired due to fiscal hardship placed on the owners. The average cost of repairs for a vehicle that is approved for the DACM program in Travis County is \$540.

Draft Language:

Qualifying vehicles must be registered in a participating county for 12 out of the 15 months preceding application

- **SUPPORT/OPPOSITION**

Who supports, or will support, this proposal? Who will oppose this proposal?

North Central Texas Council of Governments is also working on similar legislative language to change this requirement. Counties that have a DACM program would support this proposal (Williamson and Travis in Central Texas, counties in the DFW and Houston metro areas). Persons or organizations who advocate for clean air would support proposals that enhance our ability to get polluting vehicles repaired or off the road.

It is unknown why any organization or person would oppose this proposal.

- **FISCAL ANALYSIS**

Describe as completely as possible the fiscal impact of the change. Would this change be an additional cost to Travis County, would it save money, or would it be revenue neutral?

No fiscal impact for Travis County. This program is funded through a grant. The grant covers the cost of 2.8 employees for this program, as well as the pass-through funds for the vehicle repairs, and replacements. There would be no fiscal impact on the State, considering that DACM is appropriated funds already.

- **HISTORICAL BACKGROUND**

State whether, to your knowledge, this legislative proposal has been presented before. If so, when and how far in the process did it proceed?

To my knowledge, it has not been previously proposed.

Have you consulted with your Executive Manager on this issue?

YES

LEGISLATIVE PROPOSAL

SUMMARY: SUPPORT LEGISLATION THAT WOULD REQUIRE THE TEXAS EDUCATION AGENCY TO INCLUDE THE "ALIVE AT 25" PROGRAM IN THE GRADUATED DRIVERS LICENSE CURRICULUM.

CONTACT: There should be one contact for all legislation from your department.

NAME: JOHN BRADY

TITLE: RISK & SAFETY SPECIALIST, SR

PHONE: (512) 854-9586

FAX: (512) 854-3128

E-MAIL: JOHN.BRADY@CO.TRAVIS.TX.US

**This form must be returned to Deece Eckstein,
Travis County Intergovernmental Relations Office.**

PLEASE NOTE: Submission of this document is the next step in the legislative process. Your department will be responsible for answering questions regarding your proposal to both Commissioners Court and members of the Legislature.

By submitting this document, your department is agreeing to be responsible for providing (1) information as necessary to IGR, Commissioners Court or the Legislature, and (2) a witness who will appear at each legislative hearing on the proposal. Hearings will be held during the legislative session, January – May 2011. It is sometimes necessary for witnesses to wait several hours for the members to adjourn from the floor of the House or Senate. Hearings have been known to last until the early morning hours.

Please attach an explanation and analysis of the legislation you would like to propose. In the analysis, please include the following:

- **BACKGROUND**

Provide a description of the problem that needs addressing and a brief synopsis of the current state of the law as you understand it.

"Alive @ 25" is a defensive driving/drivers safety program designed by the National Safety Council. It targets younger drivers aged 15-24, and focuses on improving safety awareness and eliminating distracting behaviors common to this group, e.g., cell phone talking and texting, horseplay. The success of the program has caused it to spread around the country; in addition, several states (including Colorado, Massachusetts, North Dakota, South Carolina and Utah) include the program in their Graduated Drivers License (GDL) or points reduction (defensive driving) curricula.

In 2008 the Commissioners Court, at the urging of Sheriff Greg Hamilton, adopted an order (attached) supporting Travis County participation in the "Alive at 25" driver safety program. The order called for the Sheriff's Office to promote and support the program and to enter into a MOU to use the program in defensive driving classes taught or sponsored by the Sheriff's Office. The program has been successful in this context. However, it is not part of the state curriculum for either defensive driving, driver safety or GDL courses.

The Texas Education Agency defensive driving curriculum requires that courses be at least six hours in length, regardless of proven success rates. Curriculum for ticket dismissal Driving Safety Courses is the same for all age groups despite the much higher death rate and unique challenges faced by those under 25 years of age.

- **PURPOSE**

Describe the statutory change that you would like to make and how that would solve the problem described above. If possible, name the statutory Code or Act that must be amended. Draft language is welcome, although please understand the language may be changed.

Risk Management seeks the requirement that, in addition to the currently mandated 6-hour Driver Safety Course for ticket dismissal, the 4-hour "Alive at 25" course (or one containing the same behavior-based curriculum) be required for drivers under 25 years of age. This distinctive program teaches teens and young adults how to handle situations unique to their age group such as peer pressure, texting, taking control of situations that endanger themselves and others, etc. Rationale for the increased education of this group of drivers for ticket dismissal is that they are twice as likely to be killed in a vehicular crash as other drivers. Those that have received traffic citations are nearly 10 times as likely to be involved in a fatal crash.

Such action would require revision of the Texas Transportation Code 543.111 (B) and the Texas Education Code 176.1108 (1)(C & D) verbiage to reflect the special needs of the target age group.

A link to the current TEA required curriculum is:

<http://ritter.tea.state.tx.us/rules/tac/chapter176/ch176bb.html>

A link to the current Texas Transportation Code (Title 7, Subtitle C, Chapter 543) is:

<http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.543.htm>

- ***SUPPORT/OPPOSITION***

Who supports, or will support, this proposal? Who will oppose this proposal?

Current supporters of the program with representatives on the Board of Directors of Austin Alive @ 25 include:

- Texas DPS
- APD (Chief Art Acevedo)
- Travis County Sheriff's Department (Sheriff Greg Hamilton)
- Austin-Travis County EMS
- Pflugerville PD
- Georgetown PD (Chief Wayne Areo)
- Bastrop County Sheriff's Department
- Central Texas Combined Law Enforcement Association of Texas (CLEAT)
- Lakeway PD
- Travis County Precinct 1 & Precinct 3 Constable's Offices

Preliminary discussions with representatives of the Texas Travel Institute, the National Safety Council and the Central Texas Chapter of Mothers against Drunk Driving have been encouraging in obtaining their official support.

- ***FISCAL ANALYSIS***

Describe as completely as possible the fiscal impact of the change. Would this change be an additional cost to Travis County, would it save money, or would it be revenue neutral?

This enhancement of the Transportation Code will be revenue neutral to the County. While the Court has given its support to the program (The Travis County Alive Team) and approved limited use of County resources to support the program, there are no additional costs anticipated.

- ***HISTORICAL BACKGROUND***

State whether, to your knowledge, this legislative proposal has been presented before. If so, when and how far in the process did it proceed?

No, this is a new initiative.

Have you consulted with your Executive Manager on this issue?

_____ YES X NO

Policies and Procedures, 82nd Texas Legislature

TRAVIS COUNTY COMMISSIONERS COURT

The 82nd Texas Legislature will meet from January through May, 2011. During that time, Commissioners Court will actively engage in the legislative process, through its Intergovernmental Relations Office, to protect and advance the interests of the people of Travis County.

GENERAL PRINCIPLES

1. The Commissioners Court will adopt a Legislative Agenda, to be revised and updated throughout the course of the session. Legislative updates will be a regular item on the Court agenda during the session.
2. At various points during the session, Commissioners Court will evaluate whether to schedule Work Sessions or additional Voting Sessions dealing with legislative matters.
3. The Legislative Agenda will serve as the working document to monitor the County's legislative efforts. From time to time, the agenda will also include specific bills or resolutions on which the Court is requested to take action. The Court may also discuss, but not take action upon, other pieces of legislation.
4. The Court will take adopt a legislative agenda item or take action on a specific piece of legislation only when at least four members of the Court favor such action.
5. The Intergovernmental Relations (IGR) Coordinator will provide information regularly to the Court on the session and on the status of legislation affecting the Priorities, Policy Positions, or Positions on Other Proposals in the Legislative Agenda of Travis County.
6. The IGR Coordinator will communicate frequently with the Legislative Subcommittee of the Commissioners Court on time-sensitive developments in the legislative process.

7. The IGR Coordinator will serve as a liaison between the Commissioners Court and the legislative consultants, the Conference of Urban Counties, the Texas Association of Counties, and other groups which are following legislative issues of import to the County, and members of the Travis County legislative delegation during the session.
8. The IGR Coordinator, in collaboration with the legislative consultants and members of the Travis County legislative delegation, will solicit the participation of members of the Court and key staffers in advancing the County's legislative goals.

PRIORITIES, POLICY POSITIONS, AND POSITIONS ON OTHER PROPOSALS

Commissioners Court will consider and take appropriate action on three categories of legislative issues:

1. Legislative priorities for Travis County as identified by the Court, contained in the "Priorities" section of the Travis County Legislative Agenda approved by the Court.
2. "Policy Positions" on legislation impacting Travis County, and upon which County staff wishes the Court to express support or opposition; and
3. "Positions on Other Proposals" upon which other groups, including other county elected officials, county associations and constituent groups, have asked the Court to express support or opposition.

The procedures for each category are described below.

PRIORITIES

1. As necessary throughout the session, Commissioners Court will refine and approve its legislative priorities.
2. Once the Commissioners Court designates a Policy Position as a Priority, the IGR Coordinator and the legislative consultants will take one or more of the following actions:

- a. draft bill language, bill analyses, talking points, and other information for legislation to implement the position;
- b. recruit one or more legislators to become sponsors of the legislation;
- c. convey the Court's position to the Conference of Urban Counties, the Texas Association of Counties, and other groups which are following legislative issues of import to the County, and solicit their support of the legislation;
- d. communicate to members of the Travis County legislative delegation that the legislation is a priority for the Commissioners Court;
- e. assist the authors and sponsors of the legislation to schedule a committee hearing and vote and, subsequently, floor action on the legislation;
- f. if appropriate, provide testimony or make resource witnesses available at a committee hearing on the legislation and, at a minimum, complete and submit a card conveying the Court's position during committee hearings on the legislation;
- g. meet with key legislators to convey the Court's position on the legislation; and,
- h. take such other actions as our legislative sponsors recommend.

POLICY POSITIONS

1. Policy experts on the County staff will work with the IGR Coordinator to compile "Policy Positions" for adoption by the Commissioners Court in the Legislative Agenda.
2. Travis County staff will monitor all bills filed during the session that have an impact upon Travis County. The IGR Coordinator will facilitate this process. In addition, the IGR Coordinator will maintain active contact with the Conference of Urban Counties, the Texas Association of Counties, and other groups which are following legislative issues of import to the County.

3. If a specific piece of legislation addresses a Policy Position, the IGR Coordinator and the legislative consultants will take one or more of the following actions:
 - a. convey the Court's position to the authors and sponsors of the legislation;
 - b. meet with key legislators on relevant committees to convey the Court's position on the legislation;
 - c. if appropriate, provide testimony or make resource witnesses available at a committee hearing on the legislation;
 - d. complete and submit a card conveying the Court's position during a committee hearing on the legislation; and
 - e. communicate the Court's position on the legislation to members of the Travis County legislative delegation.

POSITIONS ON OTHER PROPOSALS

1. During the legislative session, other entities – including other county elected officials, other counties, associations of counties, groups in which the County participates, constituents and other stakeholders – will approach the Commissioners Court and ask it to support or oppose particular pieces of legislation.
2. These requests will be placed on the Court's agenda. The IGR Coordinator will facilitate this process. Back-up materials will be prepared that:
 - a. include draft language for a resolution expressing the County's position; and
 - b. recommend the action that Commissioners Court take in support of or opposition to the legislation.
3. Once the Commissioners Court takes action, the IGR Coordinator and the legislative consultants may, at the Court's direction, take one or more of the following actions:
 - a. convey the Court's position to the authors and sponsors of the legislation;

- b. complete and submit a card conveying the Court's position during a committee hearing on the legislation; and
- c. communicate the Court's position on the legislation to members of the Travis County legislative delegation.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Garry Brown, Commissioner Precinct 3 Office, 854-9386

Elected/Appointed Official/Dept. Head: Karen L. Huber, Precinct 3, Commissioner

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action on the appointment of Dr. Tad Davis to the ESD #9 Board of Commissioners, effective January 1, 2011 to December 31, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attachment.

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 3 Office	Karen L. Huber	Completed	12/06/2010 3:52 PM
Commissioner Precinct 3 Office	Karen L. Huber	Completed	12/06/2010 3:52 PM
County Judge's Office	Cheryl Aker	Completed	12/07/2010 9:15 AM
Commissioners Court	Cheryl Aker	Pending	

CURRICULUM VITAE

Lendol L. "Tad" Davis, M.D.
2510 Camino Alto
Austin, Texas 78746

512.797.8611 Cell

EDUCATION

The University of Texas Health Science Center at San Antonio, School of Medicine
San Antonio, Texas M.D. 1970

MEDICAL TRAINING

Residency, Scott and White Memorial Hospital, Department of Obstetrics and Gynecology,
Temple, Texas 1971-1973
Internship, Bexar County Hospital and Robert B. Green Hospital, UTHSCSA,
San Antonio, Texas 1970-1971

LICENSES AND CERTIFICATIONS

State of Texas Physician's Permit, #E6021, February 2011
Advanced Cardiac Life Support, American Heart Association, Certified through February 2011
Healthcare Provider CPR, American Heart Association, Certified through February 2011
Advanced Laparoscopy, Accreditation Council for Gynecological Endoscopy,
Certification August 1998
Diplomat, American Board of Obstetricians and Gynecologists,
Board Certification November 1976, Re-certification August 1997
Advanced Trauma Life Support Certified 2007

PROFESSIONAL EXPERIENCE

Private Practice, Brookside Women's Medical Center, Austin, Texas 1976 through Present.
Vice Chief of Staff, South Austin Medical Center, Austin, Texas 1981
Acting Medical Director, Planned Parenthood in mid-1980's.
Clinical Assistant Professor, Department of Obstetrics and Gynecology,
University of Texas Medical School, Houston, Texas in early to mid-1980's.
Assistant Clinical Professor, Department of Obstetrics and Gynecology,
Texas A&M Medical School in early to mid-1980's.
Chief of Obstetrics and Gynecology, South Austin Medical Center, Austin, Texas 1980.
Women's Health Director, People's Community Clinic, Austin, Texas 1976-1978.
Clinical Assistant professor, Department of Obstetrics and Gynecology,
University of Texas Medical Branch at Galveston, 1973-1978.
Director of Education, Brackenridge Hospital, OB/GYN program, Central Texas
Medical Foundation, University of Texas Medical Branch at Galveston, 1973-1975.
Training and experience in general surgery, family practice and emergency medical care.

PROFESSIONAL AFFILIATIONS

Member	Travis County Medical Society
Member	Travis County Obstetric and Gynecology Society
Member	Texas Medical Association
Member/Fellow	American College of Obstetrics and Gynecology
Member	Texas Association of Obstetricians and Gynecologists
Member	American Association of Gynecologic Laparoscopists

CURRICULUM VITAE

Lendol L. "Tad" Davis, M.D.
2510 Camino Alto
Austin, Texas 78746

512.797.8611 Cell

MEDICAL STAFF PRIVILEGES

Bailey's Square Surgical Center, 111 West 34 th Street, Austin, Texas 78705	512.225.7609
Brackenridge Hospital, 601 East 15 th Street, Austin, Texas 78701	512.476.6461
North Austin Medical Center, 12221 MoPac Expy, Austin, Texas 78758	512.901.1000
Round Rock Hospital, 2400 Round Rock Ave., Round Rock, Texas 78681	512.341.5173
St. David's Health Care System, 1025 East 32 th Street, Austin, Texas 78705	512.448.7111
Seton Medical Center, 1201 West 38 th Street, Austin, Texas 78705	512.324.4000
Seton Northwest Hospital 11113 Research Blvd., Austin, Texas 78759	512.324.9000
Seton Southwest Hospital, 7900 FM 1826, Austin, Texas 78737	512.324.6000
Seton Austin Hospital, 901 West Ben White Blvd, Austin, Texas 78704	512.447.2211
South Austin Surgery Center, 4307 James Casey, Austin, Texas 78745	512.416.6006
Seton Northwest Hospital, 11113 Research Blvd., Austin, Texas 78759	512.324.9000

CONTINUING MEDICAL EDUCATION (for last 5 years only)

American College of Emergency Physicians Scientific Assembly, Las Vegas NV September 2010
Current Clinical Issues in Primary Care, Harvard Medical School, Houston, TX, March 2010
UMDNJ, Risk Management, Test 1-4, Zarin's Professional Liability Publication, June 2009
Current Clinical Issues in Primary Care, Harvard Medical School, Houston, TX, March 2010
Mayo Clinic, Emergency Medicine 2009, Phoenix, AZ , March 2009
UMDNJ, Risk Management, Test 1-4, Zarin's Professional Liability Publications, May 2008
ACOG Annual Clinical Meeting, New Orleans, May 2008
Harvard Medical School, Current Clinical Issues in Primary Care, Pri-Med Southwest, Houston, March 2008
49th Annual Obstetrics and Gynecology Update & Current Controversies, University of Utah School of Medicine, Salt Lake City, Utah February 2008
UMDNJ, Risk Management, Test 1-4, Zarin's Professional Liability Publications, May 2007
Advanced Trauma Life Support, Scott and White Hospital, Temple, Texas April 2007
48th Annual Obstetrics and Gynecology Update, University of Utah School of Medicine, Salt Lake City, Utah February 2007
Keynote and Primary Care Challenges, Pri-Med Southwest, Houston, TX, January 2007
Clinical Challenges in Office Practice, Part I, Pri-Med Southwest, Houston, TX, January 2007
Musculoskeletal Medicine, Pri-Med Southwest, Houston, TX, January 2007
Endometriosis, Post Graduate Course 9, AAGL, Las Vegas, NV, November 2006
Preserving Fertility in Complex Surgical Cases, Post Graduate Course 4, AAGL, Las Vegas, NV, November 2006
Global Congress of Minimally Invasive Gynecology, AAGL Annual Meeting, Las Vegas, NV, November 2006
UMDNJ, Risk Management, Test 1-4, Zarin's Professional Liability Publications, May 2006
Risk Management, Zarin's Professional Liability Publications, Austin, TX, July 2005
Medical Liability Alert-Test 1-4, University of Medicine & Dentistry of New Jersey, June 2005
Coming Together: Science, Politics and Ethics, NAF, Montreal, Quebec, April 2005
Current Clinical Issues in Primary Care, Harvard Medical School, Houston, TX, January 2005



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session

Prepared By: Melissa Velasquez, County Judge's Office, 854-9557

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Bonds and Bond Renewals for the following Elected Officials:

- A. Samuel T. Biscoe, Travis County Judge; and
- B. J. David Phillips, Judge, County Court at Law #1;
- C. Eric M. Shepperd, Judge, County Court at Law #2;
- D. Michael Edward Denton, Judge, County Court at Law #4;
- E. Nancy Hohengarten, Judge, County Court at Law #5;
- F. Elisabeth Earle, Judge, County Court at Law #7;
- G. Sarah Eckhardt, County Commissioner Precinct 2;
- H. Glenn Bass, Justice of the Peace, Precinct 2;
- I. Susan K. Steeg, Justice of the Peace, Precinct 3;
- J. Raul Arturo Gonzalez, Justice of the Peace, Precinct 4; and
- K. Herbert Evans, Justice of the Peace, Precinct 5.
- L. Margaret J. Gómez, County Commissioner Precinct 4.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are the Elected Officials Bonds and Bond Renewals.

FISCAL IMPACT AND SOURCE OF FUNDING:

Invoices for the bonds are paid from the Risk Management fund in HRMD.

REQUIRED AUTHORIZATIONS:

Agenda Item

Meeting of December 21, 2010

County Attorney's Office	Daniel Bradford	Completed	12/10/2010 2:29 PM
Human Resources Management	Diane Blankenship	Completed	12/13/2010 1:50 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR COUNTY JUDGE

THE STATE OF TEXAS

County of Travis

Bond No. TX 519091

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SAMUEL T BISCOE, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expires on the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2010

SAMUEL T BISCOE

Principal

By:

Samuel T. Biscoe

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Samuel T. Biscoe known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____, _____

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY JUDGE
COUNTY COURT AT LAW JUDGE #1**

THE STATE OF TEXAS

County of Travis

Bond No. TX 452474

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J. DAVID PHILLIPS, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expires on the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2010.

J. DAVID PHILLIPS

Principal

By:

J. David Phillips

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared J. David Phillips known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY JUDGE
COUNTY COURT AT LAW JUDGE #2**

THE STATE OF TEXAS

County of Travis

Bond No. TX 598622

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ERIC M SHEPPERD, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expires on the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2010.

ERIC M SHEPPERD

Principal

By:

Eric M Shepperd

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Eric M Shepperd known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____ this _____ day of _____, _____.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY JUDGE
COUNTY COURT AT LAW JUDGE #4**

THE STATE OF TEXAS

County of Travis

Bond No. TX 534968

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MICHAEL EDWARD DENTON, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expires on the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2010.

MICHAEL EDWARD DENTON

Principal

By:

Michael Edward Denton

Merchants Bonding Company (Mutual)

By:

Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Michael Edward Denton known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____,

HOME OFFICE
 2100 FLEUR DRIVE
 DES MOINES, IOWA 50321-1158
 (515) 243-8171
 FAX (515) 243-3854



AUSTIN OFFICE
 P. O. BOX 26720
 AUSTIN, TEXAS 78755
 (512) 343-9033
 FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR COUNTY JUDGE

THE STATE OF TEXAS

County of Travis

Bond No. TX 577708

KNOW ALL PERSONS BY THESE PRESENTS:

That we, NANCY HOHENGARTEN, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, _____, duly _____ Elected _____ to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expires on the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2010.

NANCY HOHENGARTEN

Principal

By: Nancy Hohengarten

Merchants Bonding Company (Mutual)

By: Leandra Vasquez
 Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Nancy Hohengarten known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
 this _____ day of _____, _____.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY JUDGE
COUNTY COURT AT LAW JUDGE #7**

THE STATE OF TEXAS

County of Travis

Bond No. TX 577705

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ELISABETH EARLE, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011, and expires on the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2010.

ELISABETH EARLE

Principal

By:

Elisabeth Earle

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Elisabeth Earle known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____ this _____ day of _____, _____.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR COUNTY COMMISSIONER

THE STATE OF TEXAS

County of Travis

Bond No. TX 598620

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SARAH ECKHARDT, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Three Thousand (\$3,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Commissioner in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully perform the commissioner's official duties; and reimburse the county for all county funds illegally paid to him/her; and will not vote or consent to make a payment of county funds except for a lawful purpose, then this obligation shall be void, or otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2010.

SARAH ECKHARDT

Principal

By:

Sarah Eckhart

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Sarah Eckhart known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____, _____.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

ss.

Bond No. TX 598621

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Sarah Eckhardt, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Travis County Judge for the use and benefit of the County, his successors in office, in the sum of Three Thousand Road and Bridge Fund (\$3,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of County Commissioner as Ex Officio Road Commissioner in and for Travis County in the State of Texas, for a term beginning the 1st day of January, 2011 and ending the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"perform all duties required of her by law or by the Commissioners Court; and account for all money or other property belonging to the county that may come into her possession."

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2010

SARAH ECKHARDT

Principal

Sarah Eckhardt
MERCHANTS BONDING COMPANY (Mutual)
By: Leandra Vasquez, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

ss.

Before me, _____, a notary public, on this day personally appeared

Sarah Eckhardt known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____

this _____ day of _____

SEAL

PO 0123 TX (7/09)

_____, County, Texas.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE
PRECINCT # 2**

THE STATE OF TEXAS

County of Travis

Bond No. TX 632247

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Glenn Bass, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 7th day of December, 2010.

Glenn Bass
Principal

By: Glenn Bass
Merchants Bonding Company (Mutual)

By: Carla D. White Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Glenn Bass known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____, _____.

PO 0157 TX (11/10)

County, Texas.

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS

County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____

County Court _____ County _____ County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-6363

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE
PRECINCT 3**

THE STATE OF TEXAS

County of Travis

Bond No. TX 597227

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SUSAN K. STEEG, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2010.

SUSAN K. STEEG

Principal

By:

Susan K. Steeg

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney in Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Susan K. Steeg known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE
PRECINCT #4**

THE STATE OF TEXAS

County of Travis

Bond No. TX 597228

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RAUL ARTURO GONZALEZ, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2010.

RAUL ARTURO GONZALEZ

Principal

By:

Raul Arturo Gonzalez

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Raul Arturo Gonzalez known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____, _____.

PO 0157 TX (12/08)

_____, County, Texas.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE
PRECINCT #5**

THE STATE OF TEXAS

County of Travis

Bond No. TX 534981

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HERBERT EVANS, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 2nd day of November, 2010, duly Elected to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of November, 2010.

HERBERT EVANS

Principal

By:

Herbert Evans

Merchants Bonding Company (Mutual)

By:

Lisa M. Battista Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Herbert Evans known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____



OLD REPUBLIC SURETY COMPANY
P O BOX 569480
DALLAS, TX 75356-9480

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO-1108739	COUNTY COMMISSIONER	3,000	1/01/2011	1/01/2015

PRINCIPAL

GOMEZ, MARGARET J.
314 WEST 11TH STREET
ROOM 525
AUSTIN, TX 78767

OBLIGEE

TRAVIS COUNTY
TREASURER
P. O. BOX 1748
AUSTIN, TX 78767

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS EIGHTH DAY OF DECEMBER, 2010

89-5923
WORMLEY, MITCHELL & ASSC., INC
P O BOX 7750
BEAUMONT, TX 77726



OLD REPUBLIC SURETY COMPANY
SURETY

By _____



OLD REPUBLIC SURETY COMPANY
P O BOX 569480
DALLAS, TX 75356-9480

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO-1108740	ROAD COMMISSIONER	3,000	1/01/2011	1/01/2015

PRINCIPAL

GOMEZ, MARGARET J.
314 WEST 11TH STREET
ROOM 525
AUSTIN, TX 78767

OBLIGEE

TRAVIS COUNTY JUDGE
P. O. BOX 1748
AUSTIN, TX 78767

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS EIGHTH DAY OF DECEMBER, 2010

89-5923
WORMLEY, MITCHELL & ASSC., INC
P O BOX 7750
BEAUMONT, TX 77726



OLD REPUBLIC SURETY COMPANY
SURETY

By _____

28

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 12/21/10 *JB* Voting Session _____

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Stanley Scott (Victor C. & Sheila D. Egbuonye Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A)).

C. Approved

by:

Signature of Commissioner or Judge

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 & Eight copies).

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

YES X NO _____ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

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 (854-9171) must be notified prior to submission of this agenda request.

Travis County Commissioners Court Agenda Request

#__

Voting Session 12/21/10

Work Session _____

1. A. Request made by: John C. Hille, Jr., County Attorney Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text: Consider and take appropriate action on Temporary Right of Entry to the City of Austin on Preserve Land. (Executive Session pursuant to Gov't Code §551.071, Consultation with Attorney)

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

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

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

Mr. John C. Hille, Jr., Div. Dir., TCAO	854-9513
Mr. Joe Gieselman, Exec. Mgr., TNR	854-9383
Mr. Jon White, Div. Dir., TNR	854-7212
Ms. Rose Farmer, Program Manager, TNR	854-9383

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
☐ Additional funding for any department or for any purpose
☐ Transfer of existing funds within or between any line item budget
☐ Grant
Human Resources Department (473-9165)
☐ A change in your department's personnel (reclassification, etc.)
Purchasing Office (473-9700)
☐ Bid, Purchase Contract, Request for Proposal, Procurement
County Attorney's Office (473-9415)
☐ Contract, Agreement, Policy & Procedure

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

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Am

Travis County Commissioners Court Agenda Request

Voting Session 12/21/10
(Date)

Working Session 12/21/10
(Date)

I. A. Request made by: COUNTY ATTORNEY AJN Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVING BRIEFING, APPOINT COMMISSIONERS COURT
REPRESENTATIVE FOR MEDIATION AND/OR TAKE APPROPRIATE
ACTION IN ALEJANDRA CORNELIUS V. CITY OF AUSTIN AND TRAVIS
COUNTY. EXECUTIVE SESSION PURSUANT TO TEX. GOV. CODE
§551.071(1)(A), §551.071(1)(B), AND §551.074

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

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

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

Joseph Gieselman, Transportation and Natural Resources, 854-9383
Dan Mansour, Risk Management, 854-9499

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 DEC -9 PM 1:43

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



Travis County Commissioners Court Agenda Request

Meeting Date: 12/21/2010, 9:00 AM, Voting Session
Prepared By: Jessica Sammons, Sheriff's Office, 854-9759
Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Receive briefing from Travis County Sheriff's Office regarding destruction of evidence by Sheriff's Office . (Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Sheriff's Office will brief the court on the current practice of storage and destruction of select Sheriff's Office evidence.

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

Sheriff's Office	Greg Hamilton	Pending
County Attorney's Office	Jim Connolly	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

C3

Travis County Commissioners Court Agenda Request


Voting Session Tuesday, December 21, 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 December 7, 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 DECEMBER 7, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 7th day of December 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 recessed the Voting Session at 11:46 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:36 PM and adjourned at 1:36 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:37 PM and adjourned at 1:37 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:37 PM and adjourned at 1:37 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:38 PM and adjourned at 1:38 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation, convened at 1:38 PM and adjourned at 1:38 PM.

The Commissioners Court, meeting as and the Travis County Cultural Education Facilities Finance Corporation; and the Capital Industrial Development Corporation, convened at 1:38 PM and adjourned at 1:39 PM.

The Commissioners Court reconvened the Voting Session at 1:39 PM.

The Commissioners Court retired to Executive Session at 2:58 PM.

The Commissioners Court reconvened the Voting Session at 5:33 PM.

The Commissioners Court adjourned the Voting Session at 5:38 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING THE PROGRAM YEAR 2009
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY HUD.
(9:15 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to open the public hearing.

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

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); Angela Roland, Lake Oak Estates Resident; and Dr. John K. Kim, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to close the public hearing.

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

2. **RECEIVE COMMENTS REGARDING THE PROPOSED SUBSTANTIAL AMENDMENTS TO THE PROGRAM YEARS 2007-2009 ACTION PLANS RELATED TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AVAILABLE THROUGH HUD. (9:24 AM)**

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Judge Biscoe and seconded by Commissioner Davis to open the public hearing.

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

Members of the Court heard from: Christy Moffett, Social Services Manager, TCHHS; Michael Willard, President and CEO, Austin Habitat for Humanity; Angela Roland, Lake Oak Estates Resident; Ronnie Gjemre, Travis County Resident; and Gus Peña, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Huber to close the public hearing.

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

CITIZENS COMMUNICATION

Members of the Court heard from: Dr. John K. Kim, Travis County Resident; Gus Peña, Travis County Resident; Ted Stewart, Travis County Resident; Paul Aveña, Travis County Resident; Ronnie Gjemre, Travis County Resident; and Olie Pope, Director, Veterans' Services, TCHHS.

CONSENT ITEMS

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve the following Consent Items: C1-C3 and Items 5, 6.A&B, 7, 8, 14.A&B, 15, 16, 18.A&B, 19, and 20.A-F. (10:01 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 THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF NOVEMBER 23, 2010.

RESOLUTIONS AND PROCLAMATIONS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION SUPPORTING THE PASSAGE OF LEGISLATION REGULATING PAYDAY, AUTO TITLE AND OTHER UNREGULATED CONSUMER LENDING BUSINESSES IN THE 82ND TEXAS LEGISLATURE. (COMMISSIONER ECKHARDT) (10:04 AM)

Members of the Court heard from: Ollie Besteiro, State President, Texas AARP; Woody Woodrow, Executive Director, Raise Texas; Ann Baddour, Senior Policy Analyst; Texas Appleseed; Don Baylor, Jr., Senior Policy Analyst, Center for Public Policy Priorities (CPPP); and Yannis Banks, Texas National Association for the Advancement of Colored People (NAACP).

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to approve the Resolution in Item 3.

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

SPECIAL ITEM

4. CONSIDER AND TAKE APPROPRIATE ACTION ON BRIEFING FROM COMMUNITY JUSTICE CENTER ADVISORY COMMITTEE REGARDING NEED FOR CLOTHING FOR RELEASEES FROM TRAVIS COUNTY COMMUNITY JUSTICE CENTER. (10:24 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); Alonzo Bradley, Chair, Community Justice Center Advisory Committee (CJCAC); and Gus Peña, Travis County Resident.

Discussion only. No formal action taken.

Clerk's Note: The Court heard a request for the donation of shirts (XL to 3X), pants (XL to 3X), and shoes (size 10 and up) for jail releasees. There are two drop off points:

- 5501 Airport Boulevard, Suite 102, CES Offices
- 314 W. 11th Street, outside the law library

PURCHASING OFFICE ITEMS

5. APPROVE CONTRACT AWARD FOR DISASTER POUCHES / BODY BAGS, IFB NO. B110010-CW, TO THE LOW BIDDER, SALAM INTERNATIONAL, INC. (10:01 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. APPROVE CONTRACT AWARDS FOR HOME REFRIGERATORS, IFB NO. B110006-NB, TO THE FOLLOWING LOW BIDDERS: (10:01 AM)

A. LOWES HOME IMPROVEMENT – PRIMARY CONTRACTOR; AND

B. SEARS COMMERCIAL – SECONDARY CONTRACTOR.

Clerk's Note: Items 6.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 10K00030LP, CAPITAL EXCAVATION COMPANY, FOR MCKINNEY FALLS PARKWAY EXTENSION. (10:01 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.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ASSIGNMENT AND ASSUMPTION OF ROCKY CREEK RANCH CONTRACTS, ROCKY CREEK RANCH SUBDIVISION, PRECINCT THREE. (COMMISSIONER HUBER) (10:01 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON COUNTY COMMENTS REGARDING THE CITY OF AUSTIN'S IMAGINE AUSTIN COMPREHENSIVE PLAN ALTERNATIVE GROWTH SCENARIOS AS THEY RELATE TO THE UNINCORPORATED AREA OF TRAVIS COUNTY AND THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION. (COMMISSIONER ECKHARDT) (10:33 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); Garner Stoll, Assistant Director, Planning and Development Review Department, City of Austin; Matt Dugan, Staff Liaison, Planning and Review Department, City of Austin; Tom Nuckols, Assistant County Attorney; Carol Torgimson, Travis County Appointee, City Of Austin Comprehensive Plan Citizens Advisory Committee; and John Williams, Board Member, Park Springs Neighborhood Association.

Motion by Commissioner Eckhardt and seconded by Judge Biscoe to ask County Staff to pursue with the City Staff recommendations for incentivizing sustainable growth patterns in the ETJ, whatever the preference continuum is, for two specific areas:

- Coordinated Policies between the City of Austin and Travis County,
- Collaborative financing strategies that would include City of Austin, Travis County and the private sector for those kind of infrastructure needs for the kind of growth, whatever that growth ends up being. I think the day has come where we need to have a standing and ongoing collaboration on policy and financing strategies.

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 County Judge asked County Staff to bring back a summary of these positions back to the Court on Tuesday, December 14, 2010. The Court also encouraged Travis County residents and employees to take the survey.

DECEMBER 7, 2010 VOTING SESSION

PAGE 8

10. CONSIDER AND TAKE APPROPRIATE ACTION ON FILLING THE POSITION OF EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES POSITION. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.074, PERSONNEL MATTERS) (2:58 PM) (5:33 PM)

Clerk's Note: Judge Biscoe announced that Item 10 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe and seconded by Commissioner Davis that we select Steven Manilla to fill this position; that we ask Commissioner Eckhardt and Commissioner Davis to chat with him regarding the salary and we will have it on the Court's Agenda, next Tuesday, December 14, 2010.

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

PLANNING AND BUDGET DEPT. ITEMS

11. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (2:48 PM)

Members of the Court heard from: Susan Spataro, Travis County Auditor; Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); Mike Wichern, Chief Assistant County Auditor, Travis County Auditor's Office; and Christina Adair, Chief Assistant County Auditor II, Travis County Auditor's Office.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 11.

Withdrawal of the Standing Motion was made by Judge Biscoe and Commissioner Gómez.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Budget Amendments A1 and A2 in Item 11.

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

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Budget Amendment A3 in Item 11.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

DECEMBER 7, 2010 VOTING SESSION

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12. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REGARDING BETTER ENTERPRISE FINANCIAL INFORMATION FOR TRAVIS COUNTY (BEFIT): (1:39 PM) (2:57 PM)

A. PROJECT ONE-TIME BUDGET ITEM COSTS;

B. PROJECT ONGOING BUDGET ITEM COSTS; AND

Clerk's Note: Items 12.A&B and 13.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Susan Spataro, Travis County Auditor, Mike Wichern, Chief Assistant County Auditor, Travis County Auditor's Office; Cyd Grimes, Travis County Purchasing Agent; Donna Scarborough, Analyst VI, Travis County Auditor's Office; Christina Adair, Chief Assistant County Auditor II, Travis County Auditor's Office; Bruce Bellemore, National Vice President, LSI Consulting; and Tom Dunaway, Account Executive, SAP Public Services, Inc.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve Items 13.A&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	yes

Clerk's Note: Item 12 was revisited at 2:57 PM.

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item 12.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	yes

ITEM 12 CONTINUED

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item 12.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	yes

12. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REGARDING BETTER ENTERPRISE FINANCIAL INFORMATION FOR TRAVIS COUNTY (BEFIT): (2:58 PM) (5:37 PM)

C. DATA CENTER REQUIREMENTS. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY AND GOV'T. CODE ANN. 551.076, SECURITY)

Clerk's Note: Judge Biscoe announced that Item 12.C would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't Code Ann 551.076, Security.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve Item 12.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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

Item 12.C to be reposted on December 14, 2010.

13. APPROVE CONTRACT AWARDS FOR THE ENTERPRISE RESOURCE PLANNING (ERP)/ FINANCIAL SYSTEM SOFTWARE AND SERVICES, RFP NO. P090255-LC, TO THE HIGH RANKING PROPOSER TEAM: (1:39 PM)

A. LABYRINTH SOLUTIONS, INC., D/B/A LSI CONSULTING; AND

B. SAP PUBLIC SERVICES, INC.

Clerk's Note: Items 12.A&B and 13.A&B are associated with one another and were called for concurrent discussion. Please refer to Item 12 for a summary of the action taken by the Court.

14. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (10:01 AM)

A. NEW CONTRACT WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS TO RECEIVE RESOURCES TO IMPLEMENT A RECYCLING PROGRAM FOR WASTE GENERATED AT THE TRAVIS COUNTY EXPOSITION CENTER. PROGRAM WILL BE COORDINATED BY TRANSPORTATION AND NATURAL RESOURCES AND FACILITIES MANAGEMENT; AND

B. PERMISSION TO CONTINUE THE FAMILY VIOLENCE PROTECTION TEAM PROGRAM IN THE TRAVIS COUNTY SHERIFF'S OFFICE UNTIL THE FORTHCOMING AGREEMENT IS FULLY EXECUTED.

Clerk's Note: Items 14.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

15. 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 \$863,593.47 FOR THE PERIOD OF NOVEMBER 19 TO NOVEMBER 25, 2010. (10:01 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.

DECEMBER 7, 2010 VOTING SESSION

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16. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:01 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON MARKET SALARY SURVEYS DURING FISCAL YEAR 2011. (11:38 AM)

Members of the Court heard from: Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD)

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve Item 17.

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

18. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY YOUTH SHOW FOR: (10:01 AM)

A. REDUCED RENTAL FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER FOR JANUARY 13 THROUGH 16, 2011 AND JANUARY 22, 2011; AND

B. WAIVER OF SECTION 14, FOOD AND BEVERAGE CATERING.

Clerk's Note: Items 18.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that by approving Items 18.A&B the Court are authorizing a 50% discount on the rental fee for the Expo Center.

OTHER ITEMS

19. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR OCTOBER 2010.
(10:01 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING APPOINTMENTS AND REAPPOINTMENTS TO EMERGENCY SERVICES DISTRICT (ESD) BOARDS OF COMMISSIONERS: (10:01 AM)

- A. REAPPOINTMENT OF GREG JOHNSTON TO ESD NO. 1, EFFECTIVE DECEMBER 31, 2010 UNTIL DECEMBER 31, 2012;
- B. REAPPOINTMENT OF LILLIAN AARON TO ESD NO. 1, EFFECTIVE DECEMBER 31, 2010 UNTIL DECEMBER 31, 2012;
- C. REAPPOINTMENT OF PAULA BARR TO ESD NO. 6, EFFECTIVE DECEMBER 31, 2010 UNTIL DECEMBER 31, 2012;
- D. REAPPOINTMENT OF BARKER KEITH TO ESD NO. 6, EFFECTIVE DECEMBER 31, 2010 UNTIL DECEMBER 31, 2012;
- E. REAPPOINTMENT OF MIKE CLAYPOOL TO ESD NO. 8, EFFECTIVE DECEMBER 31, 2010 UNTIL DECEMBER 31, 2012; AND
- F. REAPPOINTMENT OF ED WALKER TO ESD NO. 8, EFFECTIVE DECEMBER 31, 2010 UNTIL DECEMBER 31, 2012. (COMMISSIONER HUBER)

Clerk's Note: Items 20.A-F approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

Note 4 Gov't Code Ann 551.076, Security

Note 5 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.

21. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION AND/OR CONSIDER SETTLEMENT OFFER IN SHAY MORROW V. TRACY C. HILL CIVIL ACTION NO. A-10-CA-554-SS. ¹ (2:58 PM) (5:34 PM)

Clerk's Note: Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 21 to be reposted on December 14, 2010.

22. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PURCHASE OF OPEN SPACE LAND IN PRECINCT ONE. (COMMISSIONER DAVIS) ^{1 AND 2} (2:58 PM) (5:34 PM)

Clerk's Note: Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 22 to be reposted on December 21, 2010.

DECEMBER 7, 2010 VOTING SESSION

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23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. ^{1 AND 2} (9:14 AM)

Clerk's Note: Judge Biscoe announced that Item 23 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 23 postponed until December 14, 2010.

24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2} (2:58 PM) (5:35 PM)

Clerk's Note: Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 24 to be reposted on December 14, 2010.

25. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON APPEAL FROM JUNE 18, 2010 TRAVIS COUNTY GRIEVANCE PANEL DECISION IN SERGIO FLORES V. PRECINCT THREE CONSTABLE RICHARD MCCAIN, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257 (K). ^{1 AND 3} (2:58 PM) (5:35 PM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

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

Discussion only. No formal action taken.

Item 25 to be reposted on December 14, 2010.

26. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST FOR FINANCIAL INCENTIVES FOR PROJECT HELIOS, A SOLAR ENERGY INITIATIVE IN NORTHEAST TRAVIS COUNTY. ⁵ (2:58 PM) (5:35 PM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.087, Economic Development Negotiations.

Discussion only. No formal action taken.

Item 26 to be reposted on December 14, 2010.

Clerk's Note: The County Judge noted that there will be a press conference on the Helios Project Wednesday, December 15, 2010. The Commissioners Court has been invited.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN. (EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY AND GOV'T. CODE ANN. 551.072, REAL PROPERTY) (2:58 PM) (5:37 PM)

Clerk's Note: Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we approve a proposed amendment, number 7, which effectively extends the due diligence period another 30 days until January 14, 2011.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Commissioner Davis and seconded by Judge Biscoe to adjourn the Voting Session. (5:38 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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

2

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session Tuesday, December 21, 2010
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County
Road District No. 3 Minutes for the:**

Voting Session of December 7, 2010

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

MINUTES OF MEETING – DECEMBER 7, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 7th day of December 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:36 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:36 PM.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt was not present during this Voting Session.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:36 PM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 1.

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

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:36 PM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

2

Voting Session Tuesday, December 21, 2010
(Date)

Work Session _____
(Date)

- I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

- B. Requested Text: **Approve the Travis County Bee Cave Road District
No. 1 Minutes for the Voting Session of
December 7, 2010.**

- C. Approved By: _____


Dana DeBeauvoir, Travis County Clerk

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

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

MINUTES OF MEETING – DECEMBER 7, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 7th day of December 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:37 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:37 PM.

1. APPROVE THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSION OF NOVEMBER 23, 2010. (1:37 PM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 1.

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

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria). (1:37 PM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge