
Travis County Commissioners Court Agenda Request

Voting Session 9/15/09
(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:

Consider and take appropriate action on a plat for recording in Precinct 4: Maria Gonzalez Subdivision, Resubdivision of Part of Lot 35, WH Tobin Subdivision – 1 Total Lot(s) – 2.33 acres – FM 812 – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

B. Approved by:

Commissioner Margaret Gomez, Precinct 4

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

Jose Luis Arriaga: 854-7562 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

09 SEP 10 11:15

Last Updated 9-10-09 at 3:12pm

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK-UP MEMORANDUM

September 9, 2009,

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Director, Development Services

SUBJECT: Maria Gonzalez Subdivision, Resubdivision of Part of Lot 35, WH Tobin Subdivision

PROPOSED MOTION:

Consider and take appropriate action on:

Consider and take appropriate action on a plat for recording in Precinct 4: Maria Gonzalez Subdivision, Resubdivision of Part of Lot 35, WH Tobin Subdivision – 1 Total Lot(s) – 2.33 acres – FM 812 – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

SUMMARY AND STAFF RECOMMENDATION:

The property owner of part of Lot 35, WH Tobin Subdivision wishes to resubdivide part of Lot 35 into 1 additional lot for commercial uses. There are no new public or private streets proposed with this resubdivision plat. This plat is not subject parkland dedication because the applicant is not proposing any type of residential uses.

As this plat application meets all City of Austin/Travis County Single Office standards and has been approved by the City, TNR staff recommends approval of the plat.

ISSUES AND OPPORTUNITIES:

As part of Title 30 LDC public notification requirements for a resubdivision final plat in the City of Austin's ETJ, a notification letter was mailed to all residents within 500 feet of the proposed resubdivision to announce the date, time, and location of the public hearing for both city and county meetings.

In addition, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing. Lastly, the applicant sent the non-residential notice as (see attached) to all required parties because the applicant is proposing a commercial uses.

Staff did receive a telephone call from an adjacent property owner wanting information on the proposed land use for this subdivision. Staff has verified there is currently a warehouse built on the property.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Existing Plat
Proposed Plat
Precinct map
Location map

AMB: JLA

090909

Genesis 1 Engineering Co.
Austin, Tx

LOCATION MAP
MARIA GONZALEZ SUBDIVISION

FM 812

LOCATION OF
PROPOSED
SUBDIVISION

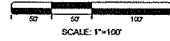
DOYLE ROAD



N.T.S.

MARIA GONZALEZ SUBDIVISION PLAT

A RESUBDIVISION OF LOT 35, W.H. TOBIN'S SUBDIVISION

LEGEND

- PROPOSED SIDEWALK
- 1/2" IRON RODS SET WITH CAP STAMPED "TRI-TECH"
 - 1/2" IRON RODS FOUND, EXCEPT WHERE NOTED
 - HIGHWAY R.O.W. (RIGHT OF WAY) MONUMENT FOUND
 - 1/2" IRON ROD SET WITH CAP STAMPED "TRI-TECH" SET IN CONCRETE
- C.C.M.T.C. COMMISSIONER COURT MINUTES TRAVIS COUNTY, TEXAS
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- D.D.R.T.C. DECREE OF DIVORCE RECORDS TRAVIS COUNTY, TEXAS
- () RECORD DATA PER DOCUMENT TRV 2002079626 FILED AND RECORDED APRIL 29, 2002 D.R.T.C.
- (()) RECORD DATA PER COUNTRY VIEW ESTATES SUBDIVISION BOOK 102, PAGES 162 AND 163 FILED FOR RECORD OCTOBER 29TH, 1998, P.R.T.C.
- I I RECORD DATA PER VOLUME 3592, PAGE 1287 FILED: DECEMBER 12, 1988, O.P.R.T.C.
- II II RECORD DATA PER VOLUME 365, PAGE 376 FILED: 09/26/24, D.R.T.C.
- < > RECORD DATA PER RESUBDIVISION OF TRACT 10 DOC. NO. 200600319, FILED FOR RECORD OCTOBER 13, 2006, O.P.R.T.C.

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED IN THE MARIA CREEK WATERSHED, WHICH IS CLASSIFIED BY THE CITY OF AUSTIN AS AN SUBURBAN WATERSHED. THE SITE IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
- THE ELECTRIC SERVICE PROVIDER HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBS AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE ELECTRIC SERVICE PROVIDER WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH LDC 30-5.
- ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISION, WILLIAM H. TOBIN'S SUBDIVISION, BOOK 1, PAGE 64, SHALL APPLY TO THIS RESUBDIVISION PLAT.
- PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. WATER SERVICE PROVIDED BY AQUA WATER SUPPLY CORPORATION.
- ALL PROPOSED CONSTRUCTION OR SITE ALTERATION REQUIRES APPROVAL OF A SEPARATE DEVELOPMENT PERMIT.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS OR ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF THE SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNERS UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- EROSION / SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION FOR EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 30-05-181 AND THE ENVIRONMENTAL CRITERIA MANUAL.
- WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LAND DEVELOPMENT CODE 30-05-211, AND THE ENVIRONMENTAL CRITERIA MANUAL.
- TWO YEAR PEAK FLOW CONTROL AS DETERMINED UNDER THE DRAINAGE CRITERIA MANUAL IS REQUIRED PURSUANT TO LAND DEVELOPMENT CODE 30-4-61.
- BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO THE CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR THE CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
- ANY BUILDING(S) / SHEED(S) THAT CROSS THE PROPOSED PROPERTY LINE, MUST BE MOVED OFF THE PROPERTY LINE PRIOR TO ISSUANCE OF ANY PERMITS.
- A DRIVEWAY PERMIT FROM TxDOT WILL BE REQUIRED PRIOR TO CONSTRUCTION OF ANY DRIVEWAY ACCESSING FM HWY 812. A DRIVEWAY PERMIT FROM TRAVIS COUNTY WILL ALSO BE REQUIRED PRIOR TO CONSTRUCTION OF ANY DRIVEWAY ACCESSING DOYLE ROAD.
- THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
- LOT 1, BLOCK "A" IS RESTRICTED TO ANY TYPE OF USES OTHER THAN ANY TYPE OF RESIDENTIAL.
- PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG F.M. HIGHWAY NO. 812. THESE SIDEWALKS SHALL BE BUILT PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY PER LDC 30-3-191.
- PRIOR TO CONSTRUCTION, EXCEPT SINGLE FAMILY AND/OR DUPLEX ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OF ASSIGNS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BUT THE CITY OF AUSTIN OR TRAVIS COUNTY.
- WASTEWATER TO BE HANDLED BY ON-SITE SEPTIC SYSTEM

PAGE 2 OF 2

BASIS OF HORIZONTAL & VERTICAL CONTROL**G.P.S. CONTROLLING MONUMENTS**

BEARINGS NOTED ON THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, TEXAS, SOUTH CENTRAL ZONE 4204 (NAD-83 HARN) DATUM. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT: "EUD-314", "A2270075", "N22780692" AND "A2278069", WITH AN AVERAGED COMBINED SCALE FACTOR = 0.9999400.

NOTE: ALL DISTANCES ARE GRID DISTANCES.

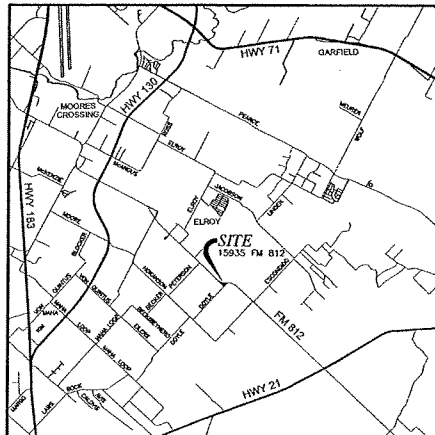
GRID COORDINATES

"EUD-314"	"A2270075"
NORTH = 13,958,593.80	NORTH = 13,966,812.60
EAST = 2,389,921.54	EAST = 2,386,440.54
ELEV. = 535.23	ELEV. = 492.91
"N22780692"	"A2278069"
NORTH = 13,970,058.64	NORTH = 13,969,029.48
EAST = 2,386,952.48	EAST = 2,386,635.81
ELEV. = 547.54	ELEV. = 540.94

PROJECT MONUMENTS

CONTROL POINT NO. 60 PK NAIL SET
GPS POINT #7:
NORTH = 13,952,049.69
EAST = 2,406,911.87
ELEV. = 581.31'

- (A) 1/2" IRON ROD FOUND
NORTH = 13,952,055.73
EAST = 2,406,811.57
- (B) 1/2" IRON ROD FOUND
NORTH = 13,951,935.31
EAST = 2,407,580.45

**LOCATION MAP
(NOT TO SCALE)**

TRI-TECH SURVEYING COMPANY, L.P.
Formerly Doug Seelig Land Surveyors, PC
WWW.SURVEYINGCOMPANY.COM
2616 Junction Hwy. Phone: (512) 440-0222
Kenville Texas, 78028 Fax: (512) 440-0224

**MARIA GONZALEZ SUBDIVISION**

OUT OF AND A PART OF
LOT 35 OF
THE WILLIAM H. TOBIN'S SUBDIVISION
VOLUME 1, PAGE 64
PLAT RECORDS OF TRAVIS COUNTY, TX

DRAWING INFORMATION

JOB NO.: AUS-631-08
CALCULATED BY: M. BARD
DRAWN BY: M. BARD
CHECKED BY: G. BRANDENBURG
BEARING BASE: TEXAS STATE PLANE COORDINATE SYSTEM
PATH: N:\2008\AUS-631-08\AUS-631-08 PLAT.DWG
PEN TABLE: TRI-TECH.SITR

CASE NUMBER: C8J-2008-0114.0A



Precinct 4

Agenda Item No. _____

2

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 15, 2009**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)



- B. Requested Text:

Public hearing to discuss and decide on the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund.

(Purchasing has been notified to publish the appropriate notice as required by 118.025 of the Local Government Code.)

Approved by: _____
Signature of Commissioner or Judge

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

SEE ATTACHED

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

Planning and Budget
RMCR
County Attorney
Purchasing
Auditor

49694
49575
49415
49700
49125

RECEIVED
COUNTY JUDGE'S OFFICE
09/10/09 PM 3:31

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



Dana DeBeauvoir

Travis County Clerk
P.O. Box 1748
Austin, TX 78767
512-854-9188

**TRAVIS COUNTY CLERK FY10 PLAN FOR USE OF THE
028 RECORDS MANAGEMENT AND PRESERVATION FUND
AND THE 057 RECORDS ARCHIVE FUND**

BACKGROUND

The Records Management and Preservation Fund, outlined in Section 118.0216 of the Texas Local Government Code, is for, "the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk." This section also states, "the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk."

The County Clerk's Records Archive Fund, outlined in 118.025 of the Local Government Code, states that the fee for "Records Archive" under Section 118.011(f) is for, "the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive." This section states, "the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive."

This document serves as the written plan for both of these funds.

Long Term Plan for the Use of these Funds

The Travis County Clerk's library of permanent real property records dates prior to 1836 and contains over 30,000,000 pages of documents. There are three important categories of these documents:

April 1999 – present	Documents are electronically imaged and have a computerized index.
1987 – 1999	Documents are microfilmed and have a computerized index.
1836 – 1987	Documents are microfilmed and have microfilmed copies of handwritten indexes.

Our primary goals are to use these funds to:

- **Provide computerized indexes for all real property records filed prior to 1990**
Computerizing indexes is a priority since index records prior to 1987 exist as microfilmed copies of handwritten indexes. In addition to the indexes being inefficient to research, handwriting styles and poor microfilm images can sometimes make reading the indexes difficult. New technology now allows inexpensive, highly accurate creation of

indexes. Previously, this task was tedious, expensive, and often contracted overseas with risks of transport.

- **Make certain that appropriate disaster recovery and business resumption systems are in place**

Ensuring that a detailed structure is in place to prevent loss of these records in the event of a disaster is directly associated with protecting the archive and therefore, related to the primary intent of this legislation.

- **Digitize County Clerk records and redact personal identifiers**

Digitizing records increases protection of documents from disaster, dramatically increases the ability to track and locate documents, provides a clearer more readable image of documents, and greatly improves efficiency for the retrieval of documents by the public. To help reduce the risk of identity theft, personal identifiers are being removed from images before they are presented for public view on the Internet. Additional redaction measures may need to be taken depending on actions from the legislature and Attorney General.

- **Ensure that appropriate electronic storage and retrieval systems are in place to protect the records**

Maintaining these millions of images will require a large-scale electronic storage system. A system for maintaining a replicated copy of this database is needed to minimize risk. It will also help to ensure that Internet access to the records will not be occurring on the same system as the storage/main production database.

- **Implement a system for securing, inventorying, tracking, and retrieving paper records filed with the Clerk**

This project is particularly important for protecting and tracking the location of court documents filed with the County Clerk's Office. This automated inventory check-in/check-out process allows these documents to be viewed by the necessary parties while minimizing the risk of being lost or stolen. It also coordinates the inventories of onsite and offsite records storage areas.

- **Apply special preservation methods to documents of significant historic value**

Modern preservation techniques should be applied to paper documents that merit special consideration, such as Sam Houston's will.

FY10 PLAN FOR THE USE OF THE 057 RECORDS ARCHIVE FUND

To reach the goals previously described, we are requesting the following resources for FY10:

1. FULL TIME EMPLOYEES

Total: \$277,811

We are asking that the employees funded in FY09 be continued in FY10. The new totals contain performance based pay awards, benefit adjustments, and a continuing transfer of \$7,702 to the General Fund.

2. CONTRIBUTION TO THE OFFICE OF TRAVIS COUNTY RECORDS MANAGEMENT AND COMMUNICATION

Total: \$227,773

These costs cover expenses related to off site storage and the salary of an imaging production technician.

3. MICROFILM DIGITIZING PROJECT II

Total: \$700,000

During FY04, we began the task of converting microfilm to digital images and creating computer indexes for each image for all records recorded between 1836 and 1987. For FY10, we are planning to expend \$700,000 for this project. This project has expanded to include the redaction of personal identifiers from images.

4. MAINTENANCE AGREEMENTS

Total: \$175,000

We are requesting that the fund be used to pay the annual maintenance costs for systems and software related to records management. The annual amount is approximately \$175,000.

5. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. During FY10, these funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for the projects listed above; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.

FY10 PLAN FOR THE USE OF THE 028 RECORDS MANAGEMENT FUND

To reach the goals previously described, we are requesting the following resources for FY10:

1. FULL TIME EMPLOYEES WITH BENEFITS AND TEMPORARY EMPLOYEES

Total: \$644,148

We are asking that the employees funded in FY09 be continued in FY10.

2. TRAINING FOR EMPLOYEES

Total: \$25,000

3. OPERATING SUPPLIES

Total: \$35,000

4. COMPUTER HARDWARE AND SOFTWARE

Total: \$52,570

Replacement Linux Server

Cost: \$9,500

The warranty on the existing server can no longer be extended. This server is used for Call Center knowledge base software, certain Recording Division records, as well as running Oracle Standard edition for Oracle developed web based applications.

Two Tape Drives for Library

Cost: \$9,900

We have outgrown the capacity of our current drives. The backup times are now interfering with production time because there is not enough capacity to backup the system quickly enough. We are requesting two additional drives to allow timely completion of backup jobs with ever expanding storage required for production data.

Version Upgrade of Commvault Backup Software Plus Client and Maintenance

Cost: \$16,000

Commvault is our enterprise backup software that backs up all systems housed by the County Clerk. This software protects and preserves County Clerk records. The server client software will allow us to backup additional servers.

UPS Replacement and Expansion

Cost: \$14,070

The battery backup reserve running time has been reduced over the years as equipment has been added. We need additional backup battery reserve running time to allow for proper shutdown of servers in case of a power outage, etc.

Server Operating System Upgrades

Cost: \$3,100

Gain (file and inventory tracking) System is housed on this server. Due to system requirements, it is necessary to migrate to an upgraded operation system.

7. MAINTENANCE AGREEMENT AND COST FOR HOSTED INTERNET SITE FOR ANTHEM DEED INDEXING/IMAGING SYSTEM

Total: \$144,000

We are requesting that the fund be used to pay the annual maintenance costs for systems and software related to records management. This includes a \$28,000 maintenance cost and \$116,000 cost for the hosted Internet site.

8. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. During FY10, these funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for the projects listed above; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

3

Voting Session: September 15, 2009

- I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
Phone #: 854-9591
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____

- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: September 15, 2009

Subject: **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

The current Burn Ban expires on September 16, 2009. The KBDI in Travis County continues to be in the 700 range. The short term forecast continues to call for occasional afternoon showers over portions of Travis County. We are lacking in the widespread slow rainfall which will lower the drought index. The current drought monitors indicate that Travis County is in an exceptional drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend that Travis County Commissioners Court consider approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on October 14, 2009 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 15th DAY OF SEPTEMBER 2009.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

Travis County Commissioners Court Agenda Request

Meeting Date: September 15, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

APPROVE PROCLAMATION DESIGNATING MONDAY, SEPTEMBER 28, 2009 AS "FAMILY DAY – A DAY TO EAT DINNER WITH YOUR CHILDREN."

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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP - 8 PM 2:04

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

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



Last Updated 9-10-09 at 3:12pm

The National Center on
Addiction and Substance Abuse
at Columbia University

RECEIVED
COUNTY JUDGE'S OFFICE
08 OCT 17 PM 12:05

future
agenda
for
9-28-09

October 14, 2008

633 Third Avenue
New York, NY 10017-6706

phone 212 841 5200
fax 212 956 8020
www.casacolumbia.org

Honorable Sam Biscoe
Travis County
1000 Guadalupe
County Courthouse
Austin, TX 78767

Dear County Judge Biscoe:

Board of Directors

Joseph A. Califano, Jr.
Chairman and President

Lee C. Bollinger
Ursula M. Burns
Columba Bush
Kenneth I. Chenault
Jamie Lee Curtis

James Dimon
Peter R. Dolan
Victor F. Ganzi
Donald R. Keough
David A. Kessler, M.D.
Alan I. Leshner, Ph.D.

Rev. Edward A. Malloy, CSC
Doug Morris

Manuel T. Pacheco, Ph.D.
Joseph J. Plumeri II
Jim Ramstad

Shari E. Redstone
E. John Rosenwald, Jr.
Michael I. Roth

Michael P. Schulhof
Louis W. Sullivan, M.D.
John J. Sweeney
Michael A. Wiener

Thank you for issuing a proclamation designating the fourth Monday in September, September 22nd in 2008, as *Family Day – A Day to Eat Dinner with Your Children™*. I am delighted that Travis County was one of 800 cities and counties that joined the President and all 50 states in proclaiming and supporting *Family Day*, which is celebrated annually on the fourth Monday in September.

I appreciate your continued support of this important national initiative that reminds parents that dinner makes a difference and promotes regular family dinners and parental engagement as simple, yet effective ways to prevent substance abuse in America's youth.

I hope we can count on you to proclaim the fourth Monday in every September as *Family Day – A Day to Eat Dinner with Your Children™*. Please note that next year *Family Day* will be celebrated on September 28, 2009.

Sincerely,

Joseph A. Califano, Jr.

Joseph A. Califano, Jr.

Directors Emeritus

James E. Burke (1992-1997)
Mary Fisher (1996-2005)
Betty Ford (1992-1998)
Douglas A. Fraser (1992-2003)
Barbara C. Jordan (1992-1996)
Leo Kelmenson (1998-2006)
LaSalle Leffall (1992-2001)
Nancy Reagan (1995-2000)
Linda J. Rice (1992-1996)
George Rupp (1993-2002)
Michael I. Sovern (1992-1993)
Frank G. Wells (1992-1994)

WHEREAS, Families provide children with a unique identity, emotional support and comfort, and a critical sense of being valued;

WHEREAS, Family routines, such as family mealtimes, are associated with children's academic achievement, health, sense of personal identity and stronger family relationships;

WHEREAS, Regular family mealtimes help anchor a family, creating a safe place where ideas are shared and communication acts as a kind of vaccine, protecting kids from harm;

WHEREAS, Teens who have infrequent family dinners are three and a half times likelier to have abused prescription drugs, three times likelier to have used marijuana and one and a half time likelier to have used alcohol;

WHEREAS, Family mealtime is the perfect time to reconnect and show kids that they are the priority, keep the doors of communication open and direct children's behavior toward positive activities and behavior;

WHEREAS, Travis County is committed to preserving the family unit, fostering family values and preventing adolescent substance abuse.

Now Therefore, Be It Resolved, that we, the Travis County Commissioners Court proclaim Monday, September 28, 2009 as:

"Family Day – A Day to Eat Dinner With Your Children"

in Travis County; and encourage all residents of Travis County to participate in this important project.

Signed and entered on the 15th day of September, 2009.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

Travis County Commissioners Court Agenda RequestVoting Session 9/15/2009
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman
Signature of Elected Official/Appointed Official/
Executive Manager/County AttorneyPhone # 854-9383

B. Requested Text:

Consider and take appropriate action to temporarily close Bridge 113 over Walnut Creek on Old Manor Road, in Precinct One for construction of roadway approaches to the proposed new bridge beginning on or about February 1, 2010 and continuing through April 30, 2010 or until construction is completed.

C. C. Approved by: Ron Davis
Ron Davis, Travis County Commissioner, 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 this Agenda Request and backup to them.

Don Ward, TNR (854-9317)

Greg Hamilton, County Sheriff, (854-9770)

David Greear, TNR (854-7650)

TCSO Dispatch (974-0800)

Joe Hall, TNR. (854-7648)

Cheryl McVey, TNR Dispatch (854-9433)

Austin Fire Dispatch (974-0400)

Manor I.S.D. (278-4085)

Steve Manilla, TNR (854-9429)

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 the backup memorandum and exhibits, should be submitted to the County Judges 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 DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

MEMORANDUM

August 24, 2009

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager *ang*
FROM: Steve Manilla, P.E. *Manilla*
Director, Public Works Division
SUBJECT: Temporary Closure of Old Manor Road at Bridge 113 Over Walnut Creek for Construction of Roadway Approaches to the Proposed New Bridge.

PROPOSED MOTION:

Consider and take appropriate action to temporarily close Bridge 113 over Walnut Creek on Old Manor Road, in Precinct One for construction of roadway approaches to the proposed new bridge beginning on or about February 1, 2010 and continuing through April 30, 2010 or until construction is completed.

SUMMARY AND STAFF RECOMMENDATION:

Staff recommends closing Old Manor Road at the bridge for the construction of the approach roadways to the new bridge. Construction is scheduled to begin on or about February 1, 2010 and continue for an estimated 90 days to April 30, 2010, or until construction is complete. The road closure at the bridge is required for the construction of the approaches to the new bridge.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the construction of the roadway approaches to the new bridge. The proposed bridge will be parallel to the existing historic bridge on Old Manor Road.

Closing the road will allow the project to be completed safely, less expensively and more quickly. Traffic will be detoured onto Commercial Park drive, Springdale and US highway 290. The school district, Travis County Sheriff's Office, and emergency services agencies have been notified of this recommendation.

TNR will withdraw this request from the Court's agenda prior to the date of the voting session if after the public hearing the Court decides not to approve the road closure or delay its decision until a later date.

Early in the design process, TxDOT needed to know if a road closure would be allowed because it directly affects how the construction documents will be prepared. Based on the Court's

approval of the closure of Bridge 112 (which is approximately one thousand feet east of this bridge) in 2005, TNR advised TxDOT that it would recommend the closure to the Court. If the road can not be closed, TxDOT will need to revise its design plans and the project cost is anticipated to increase substantially.

BUDGETARY ISSUES:

This closure will require some work by Travis County road maintenance crews to post public notices. Necessary detour routing signs will be installed by the contractor.

REQUIRED AUTHORIZATIONS:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

BACKGROUND:

None.

EXHIBITS:

Map showing detour route.

cc: Don Ward
Steve Sun, Mo Mortazavi
David Greear, Joe Hall
Howard Herrin

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Old Manor Road at Bridge 113 over Walnut Creek; and

WHEREAS, a public hearing was held on September 8, 2009 in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCT ONE:

OLD MANOR ROAD

Temporarily close Old Manor Road at the location of Bridge 113 over walnut Creek for the construction of the approaches to the new bridge beginning on or about February 1, 2010 and continuing through April 30, 2010, or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2009.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

- ①
OBEY WARNING SIGNS STATE LAW
R20-3

②
ROAD WORK AHEAD
CW20-1D

③
BEGIN ROAD WORK NEXT X MILES
NAME
ADDRESS
CITY
STATE
CONTRACTOR
SG20-5T
SG20-6

④
END ROAD WORK
G20-2a

⑤
ROAD CLOSED 500 FT
CW20-3C

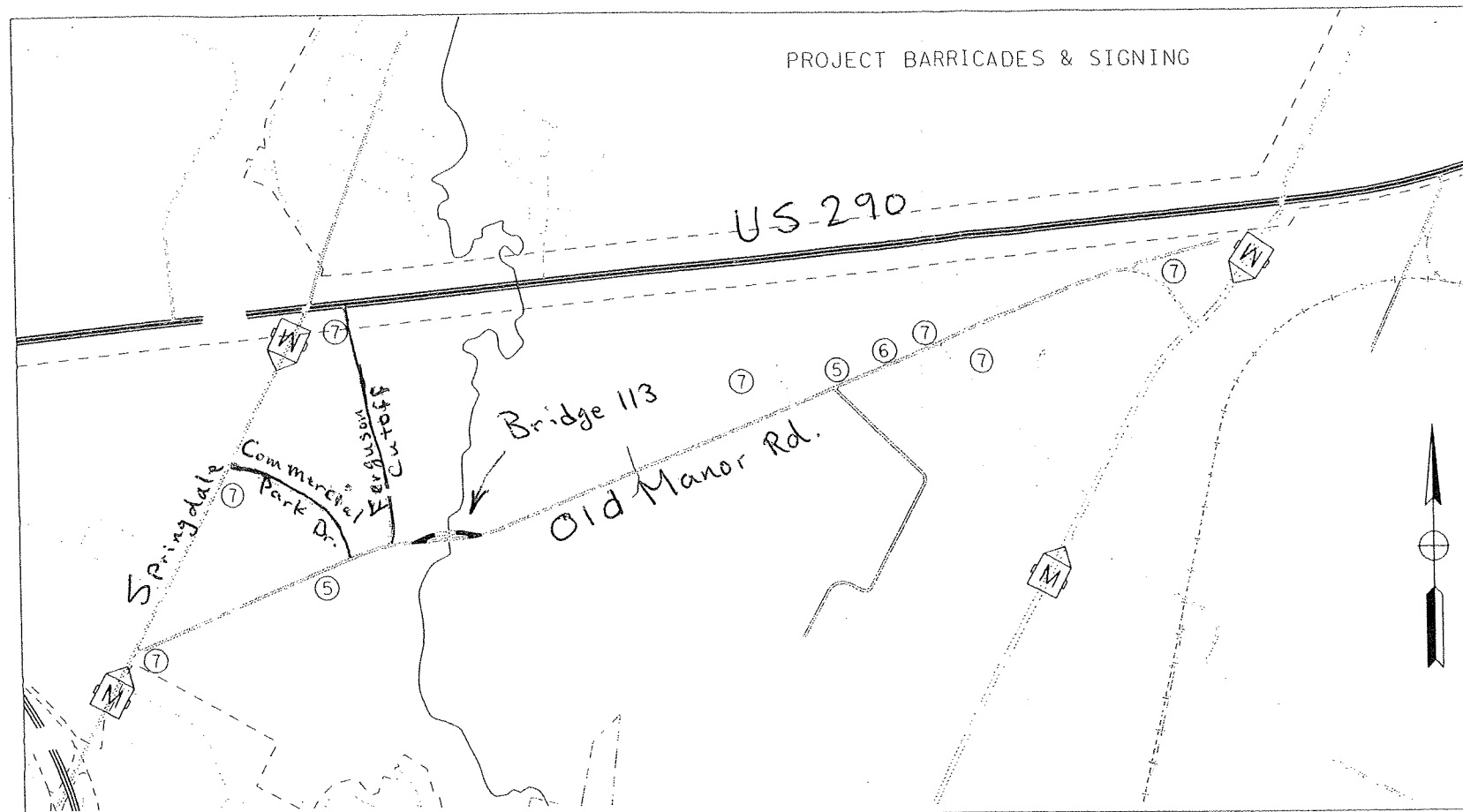
⑥
ROAD CLOSED 1000 FT
CW20-1B

⑦
ROAD CLOSED X MILE AHEAD LOCAL TRAFFIC ONLY
R11-3a

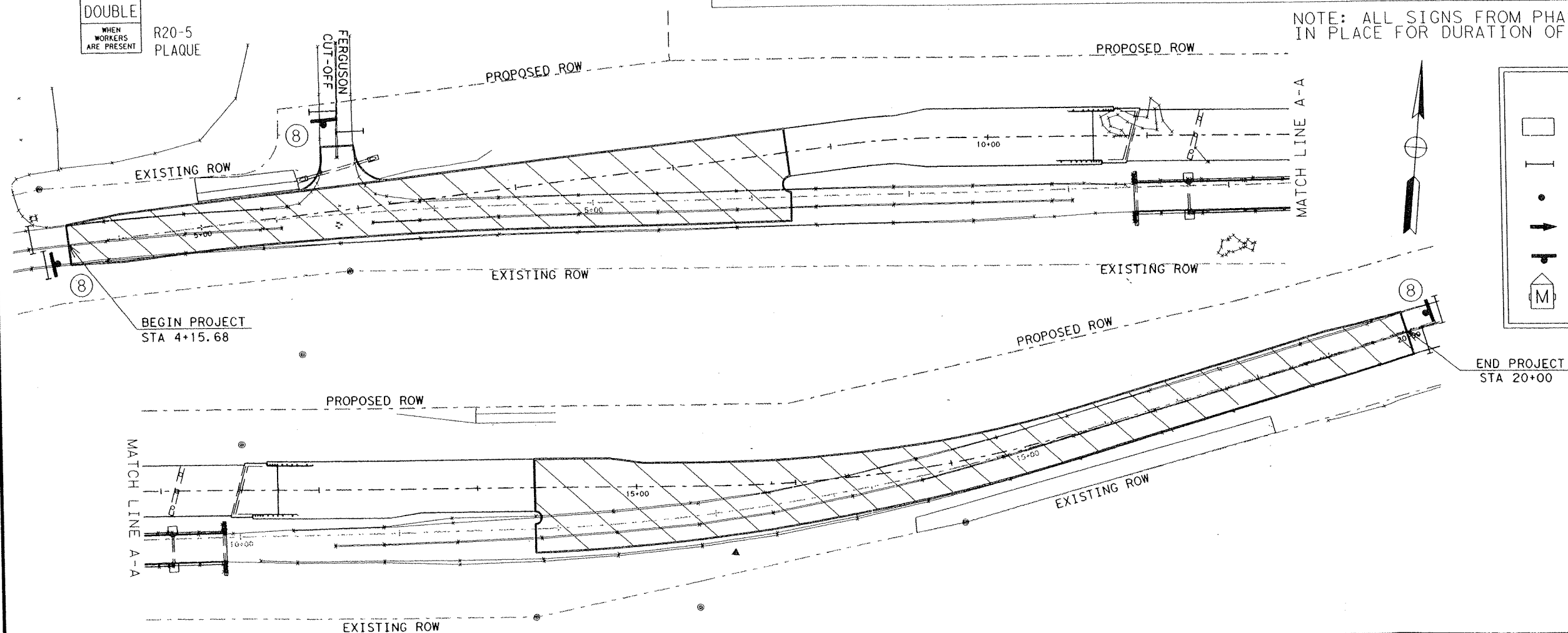
⑧
ROAD CLOSED TO THRU TRAFFIC
R11-4

⑨
WORK ZONE
G20-9
TRAFFIC FINES DOUBLE
R20-5
WHEN WORKERS ARE PRESENT
R20-5 PLAQUE

⑦
ROAD CLOSED TO THRU TRAFFIC
R11-4



NOTE: ALL SIGNS FROM PHASE I TO REMAIN IN PLACE FOR DURATION OF PROJECT.



LEGEND

- WORK AREA
- TY III BARRICADE
- CHANNELIZING DEVICE
- DIRECTION OF TRAVEL
- SIGN
- M PORTABLE CHANGEABLE MESSAGE SIGN

OLD MANOR RD
TRAFFIC CONTROL PLAN
(PHASE II)

© 2009 Texas Department of Transportation

FEDERAL AID PROJECT NO.		SHEET NO.	
BR 2004 (691)		13	
STATE	DISTRICT	COUNTY	
TEXAS	14	TRAVIS	
CONTROL	SECTION	JOB	HIGHWAY NO.
0914	04	203	CR

Travis County Commissioners Court Agenda Request

Voting Session: 09/15/2009
(Date)

Work Session: _____

RECEIVED
COUNTY JUDGES OFFICE
09 SEP 2009 PM 2:11

I. A. Request made by: Joseph P. Gieselmann Phone #: 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:
Approve purchase of 2-Solar Powered Changeable Message Signs (Trailer Mounted) from K&K Systems.

C. Approved by: _____
County Judge and Commissioners' Court

II. A. Backup memorandum and exhibits should be attached and submitted with the 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:

Don Ward	- 854-9383
Richard Duane	-854-9383
Mike Joyce	-854-9383
David Greear	-854-9383
Cynthia McDonald	-854-9383
Jessica Rio	-854-9106

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management 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 and Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

August 19, 2009

MEMORANDUM

TO: Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Donald W. Ward, P.E., Dir. of Road Maintenance & Fleet Services

SUBJECT: Approve purchase of 2-Solar Powered Changeable Message Signs (Trailer Mounted) from K&K Systems.

Summary and Recommendation

Approve purchase of 2-Solar Powered Changeable Message Signs (Trailer Mounted) from K&K Systems.

TNR is requesting authorization to purchase new equipment for the Road Maintenance Division. TNR is requesting the purchase of 2-Trailer Mounted Solar Powered Changeable Message Boards to assist Road Maintenance in sustaining safe work zones, directing the traveling public in emergencies, warning of road closures/roadway repair or drainage repair/maintenance.

Budgetary and Fiscal Impact

The funding source for this request is from cost savings from prior year capital equipment purchases. These funds were pre-encumbered at the end of FY 2008 requisition #451524. No additional fiscal impact is anticipated.

Shown below is a detail of the pre-encumbered funds:

Proposed Equipment	Fund	Amount	Comments
(2) Trailer Mounted Solar Powered Message Boards (Requisition #451524)	469-4996-808-8061	\$ 26,948	Savings from FY08 capital

Background

To assist Road Maintenance to sustain safe work zones during road closures, roadway/drainage repair, we are requesting to purchase two (2) solar powered changeable message signs (trailer mounted). These changeable message signs also will be utilized during emergency events such as hurricane evacuations where Travis County coordinates with other Central Texas agencies in the operation of the CTECC hub evacuation operation. These signs can be left on location and are very efficient with solar powered energy source. Increased safety for the traveling public will be achieved during the above conditions due to the placement of these signs.

Required Authorization

N/A

Cc: Jessica Rio, Assistant Budget Manager
Cynthia McDonald, Financial Manager
Don Ward, Division Director Road Maintenance
Mike Joyce, Fleet Manager
Richard Duane, Engineering Division Manager
David Greear, Traffic Program Manager



K&K SYSTEMS

[Home](#)[Products](#)[New Products](#)[About K&K](#)[Contact Us](#)

PORTABLE CHANGEABLE MESSAGE BOARDS

GSA contract number GS-07F-0005K



KKMB7044

Small frame Full Matrix All LED amber display: 10" alphanumeric text, graphics, animations, 250 pre-defined message library, and 100 user created messages. Maintenance free Solar collection system automatically supplies all power 24/7. Travel/Storage in Horizontal position. Manual winch tilts sign into locked position for display. Used on class B roadways, areas with limited sight distance, in neighborhoods, at events, quick deployment, and for campus information. See specs for most complete details.



Model KKMB7044HYD

Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 10" high text and graphics/animations, All LED display, self contained on board computer, Multiple alphanumeric fonts, powder coat paint system, Display is approximately 70"x42", with hydraulic style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (6) 6-volt batteries and 160 watts of solar. Solar able to rotate 360 degrees and tilt.



Model KKMB9055HYD

Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 12" high text and graphics/animations, All LED display, self contained on board computer, Multiple alphanumeric fonts, powder coat paint system, Display is approximately 90"x55", with hydraulic style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (6) 6-volt batteries and 160 watts of solar.



KKMB13878

Full-sized frame Full Matrix All LED amber display: 18" alphanumeric text, graphics, animations, 250 pre-defined message library, and 100 user created messages. Top mounted maintenance free Solar collection system automatically supplies all power 24/7. Use/Travel/Storage is in Vertical position. Display securely mounts to single hydraulic mast, raises and rotates 360* into locked position. Primarily used on Class A roadways, the versatile Full matrix can be used in many applications. See specs for most complete details.

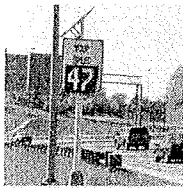


KKMB3L

The classic standard simple 3 line full sized message board. All LED amber display: 18" alphanumeric text on 3 lines with 8 characters each. The tried and proven on board computer has a 250 pre-defined message library, and 100 user created messages. Top mounted maintenance free Solar collection system automatically supplies all power 24/7. Use/Travel/Storage is in Vertical position. Display securely mounts to single hydraulic mast, raises and rotates 360* into locked position. Primarily used on Class A roadways, the versatile 3 line matrix is what motorists have seen for years and can be used in many applications. See specs for most complete details.






RADAR SPEED MONITORS

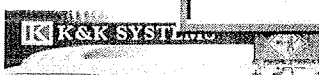
Pole Mounted

<p style="text-align: center;">2000RPM18S</p> 	<p>Solar powered all AMBER LED Radar Speed Monitor 18 inch character height, 40 watt solar panel, (2) 18 amp hour batteries, All Aluminum enclosure with black front and white balance powder coat finish. Directional radar to pick up traffic coming toward radar monitor. Automatic/manual light sensor to adjust brightness for nighttime and daylight hours. System comes standard with 2 different violator alerts. Flashing display and blanking display with other optional violator alerts available. The system also is capable of downloading traffic statistics for traffic studies with our optional traffic stats pack. The system is 95% assembled with Laptop Software included.</p>	<p style="text-align: center;">\$3,404.00</p>
<p style="text-align: center;">2000RPM18AC</p>	<p>AC powered all AMBER LED Radar Speed Monitor 18-inch character height, All Aluminum enclosure with black front and white balance powder coat finish. Directional radar to pick up traffic coming toward radar monitor. Automatic/manual light sensor to adjust brightness for nighttime and daylight hours. System comes standard with 2 different violator alerts. Flashing display and blanking display with other optional violator alerts available. The system is 95% assembled.</p>	<p style="text-align: center;">\$2,404.00</p>

MESSAGE BOARDS

Trailer Mounted

<p style="text-align: center;">KKMB7044</p> 	<p>Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 10" high text and graphics/animations, All LED display, self contained on board computer, Multiple alphanumeric fonts, powder coat paint system, Display is 70"x42", with winch style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (6) 6-volt batteries and 120 watts of solar. Solar able to rotate 360 degrees and tilt.</p>	<p style="text-align: center;">\$11,000.00</p>
<p style="text-align: center;">KKMB7044HYD</p> 	<p>Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 10" high text and graphics/animations, All LED display, self contained on board computer, Multiple alphanumeric fonts, powder coat paint system, Display is 70"x42", with hydraulic style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (6) 6-volt batteries and 160 watts of solar. Solar able to rotate 360 degrees and tilt.</p>	<p style="text-align: center;">\$13,000.00</p>
<p style="text-align: center;">KKMB9055HYD</p> 	<p>Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 12" high text and graphics/animations, All LED display, self contained on board computer, Multiple alphanumeric fonts, powder coat paint system, Display is 94"x54", with hydraulic style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (6) 6-volt batteries and 160 watts of solar. Solar able to rotate 360 degrees and tilt.</p>	<p style="text-align: center;">\$13,474.00</p>
<p style="text-align: center;">KKMB13878</p> 	<p>Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 18" high text and graphics/animations, All LED display, self contained on board computer, Multiple alphanumeric fonts, powder coat paint system, Display is 132"x72", with hydraulic style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (8) 6-volt batteries and 200 watts of solar. Solar able to rotate 360 degrees and tilt.</p>	<p style="text-align: center;">\$15,871.00</p>
<p style="text-align: center;">KKMB31</p> 	<p>Solar Powered, Portable Changeable Message Sign Capable of 3 lines of alphanumeric 18" high text, All LED display, self contained on board computer, powder coat paint system, Display is 131"x72", with hydraulic style trailer. Also Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. Systems come standard with (8) 6-volt batteries and 200 watts of solar. Solar able to rotate 360 degrees and tilt.</p>	<p style="text-align: center;">\$14,150.00</p>





K&K SYSTEMS

[Home](#)[Products](#)[New Products](#)[About K&K](#)[Contact Us](#)

K&K SYSTEMS

Mailing Address:
P O Box 1065
Verona, MS 38879

Shipping Address:
687 Palmetto Road
Tupelo, MS 38801

Phone: 662-566-2025
or 888-414-3003
Fax: 662-566-7123

Company President
Tim@k-systems.com

SALES CONTACT:
Timothy@k-systems.com

TECHNICAL CONTACTS:
For technical support questions, contact:
Mike@k-systems.com

For production questions, contact:
Billw@k-systems.com

OTHER CONTACTS:
For purchasing questions, contact:
andy@k-systems.com

For invoice or billing issues, contact:
Anne@k-systems.com

For other product inquiries, contact:
info@k-systems.com

INQUIRY FORM:

(* required fields)

*Name:	<input type="text"/>
*Organization:	<input type="text"/>
*Phone #:	<input type="text"/>
Fax #:	<input type="text"/>
*Email:	<input type="text"/>
*Inquiry:	<input type="text"/>

9

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: September 29, 2009

Work Session: _____

(Sign) _____

I. A. Request made by: Joseph Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

**APPROVE SETTING OF A PUBLIC HEARING DATE ON ~~SEPTEMBER 29, 2009~~, TO
RECEIVE COMMENTS REGARDING FEE PROPOSALS BY THE TRANSPORTATION
AND NATURAL RESOURCES DEPARTMENT, INCLUDING:**

**A. ASSESSMENT OF FEES FOR RECOVERY OF TRAVIS COUNTY STORM WATER
MANAGEMENT PROGRAM AND DEVELOPMENT REVIEW COSTS; AND**

B. INCREASES IN ON-SITE WASTEWATER FEES FOR FY 2010.

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

TNR: Jon White, Thomas Weber, Adele Noel, Don Ward, Mike Joyce

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 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.

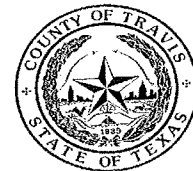
RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 29 AM 1:15

BUDGET AMENDMENTS AND TRANSFERS**FY 2009**COUNTY JUDGE'S OFFICE
09 SEP 10 AM 10:16**9/15/2009****AMENDMENTS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 125,000	1
		001	9397	544	6301	Civil Courts	Atty Fees-Civil	\$ 125,000		
A2		001	2210	544	1301	Civil Courts	Reg.Salary-Visiting Judge		\$ 87,078	1
		001	2220	544	1301	Civil Courts	Reg.Salary-Visiting Judge		\$ 32,127	
		001	9397	544	6301	Civil Courts	Atty Fees-Civil	\$ 119,205		
A3		001	9397	544	6305	Civil Courts	Ct. Rpt.-Charges		\$ 22,290	1
		001	9397	544	6306	Civil Courts	Ct. Rpt.-Indigents		\$ 2,400	
		001	9397	544	6316	Civil Courts	Spec.Assignmnts Judge Exp		\$ 11,356	
		001	9387	544	6301	Civil Courts	Atty Fees-Civil		\$ 3,000	
		001	9387	544	6305	Civil Courts	Ct. Rpt.-Charges		\$ 4,800	
		001	9387	544	6306	Civil Courts	Ct. Rpt.-Indigents		\$ 1,000	
		001	9397	544	6018	Civil Courts	Interpreters		\$ 8,000	
		001	9397	544	6301	Civil Courts	Atty Fees-Civil	\$ 52,846		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		526	1245	523	0701	ITS	Reg Salaries-Permnt Empl		\$ 18,397	6
		526	1245	523	8002	ITS	Software	\$ 1,852		
		526	1245	523	8401	ITS	Office Equip & Furn	\$ 5,490		
		526	1245	523	8402	ITS	Software	\$ 11,055		



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

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

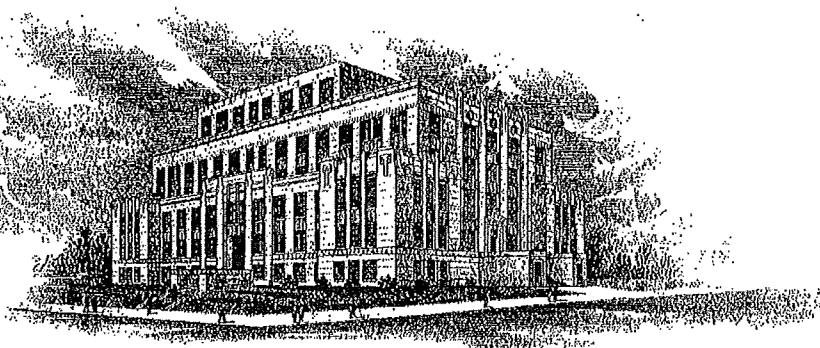
DATE: September 8, 2009

RE: Request by Civil Courts to Use \$125,000 Earmark in Allocated Reserve and \$175,051 in internal savings for Attorney Fees for Indigent Defense

The Civil Courts is requesting Commissioners Court approval of the attached budget amendments and transfers totaling \$297,051 for the Attorney Fees for Indigent Defense line item. With the start-up this year of the Child and Parent Public Defender's Offices, PBO had reduced this office's attorney fee line item by \$1,353,521 from the FY 08 amount. However, the new defender's offices have taken a bit longer than anticipated in building their caseload. This has resulted in a projected shortfall in the attorney fee line item for the accrual process.

PBO has been working closely with the Civil Courts all summer and this projected expense has already been taken into consideration in PBO's end of year expenditure projections. This will have no impact on beginning fund balance for FY 10. PBO recommends approval of this request.


cc: The Honorable John K. Dietz, Administrative Judge
Ms. Peg Liedtke, Ms. Amanda Michael, Civil Court Administration
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO



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

MEMORANDUM

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

FROM: 
Peg Liedtke, Director of Court Management, Civil Courts

DATE: September 4, 2009

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

As of September 4, 2009, the Civil Courts project a deficit of the indigent attorney line-item in Fiscal Year 2009. The actual amount is \$297,051 but due to requested internal transfers of \$172,051 from other line-items, as listed below, we will be able to reduce the amount to \$125,000.

<i>Transferred Amount</i>	<i>From Account Number</i>
\$ 87,078	001-2210-544-13.01
\$ 32,127	001-2220-544-13.01
\$ 22,290	001-9397-544-63.05
\$ 11,356	001-9397-544-63.16
\$ 8,000	001-9397-544-60.18
\$ 4,800	001-9387-544-63.05
\$ 3,000	001-9387-544-63.01
\$ 2,400	001-9397-544-63.06
\$ 1,000	001-9387-544-63.06

We request that Commissioners' Court permit us to transfer funds from allocated reserves in the amount of \$125,000 to cover the deficit in Fiscal Year 2009 for indigent defense costs.

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

Budget Adjustment: 18047

Fyr _ Budget Type: 2009-Reg

Author: 22 - MICHAEL, AMANDA

Created: 9/3/2009 4:26:43 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 15 2009

Dept: RESERVES

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			125,000
				125,000
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			125,000
				125,000

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	9/3/2009 04:26:49 PM
DepOffice	24	DEBRA HALE	9/3/2009 05:38:10 PM
DepOfficeTo	22	MARGARET LIEDTKE	9/4/2009 10:08:31 AM

Debra Michael
Margaret Liedtke 9/10/09

Budget Adjustment: 18048

Fyr _ Budget Type: 2009-Reg

Author: 22 - MICHAEL, AMANDA

Created: 9/3/2009 4:32:29 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 15 2009

Dept: CIVIL COURTS

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-2210-544-1301	REG SALARY-VISITING JUDGE			87,078
001-2220-544-1301	REG SALARY-VISITING JUDGE			32,127
				119,205
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			119,205
				119,205

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	9/3/2009 04:36:21 PM
DepOffice	22	MARGARET LIEDTKE	9/4/2009 10:08:39 AM
DepOfficeTo	22	MARGARET LIEDTKE	9/8/2009 10:13:51 AM

Barbara
Theresa Kelli 9/10/09

E

Budget Adjustment: 18049

Fyr _ Budget Type: 2009-Reg

Author: 22 - MICHAEL, AMANDA

Created: 9/3/2009 4:36:04 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 15 2009

Dept: LEGALLY MANDATED FEES

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9397-544-6305	COURT REPORTING CHARGES			22,290
001-9397-544-6306	COURT REPORTING-INDIGENTS			2,400
001-9397-544-6316	SPEC ASSIGNMTS JUDGES EXP			11,356
001-9387-544-6301	ATTY FEES-CIVIL			3,000
001-9387-544-6305	COURT REPORTING CHARGES			4,800
001-9387-544-6306	COURT REPORTING-INDIGENTS			1,000
001-9397-544-6018	INTERPRETERS			8,000
				52,846
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			52,846
				52,846

Approvals Dept Approved By

Originator 22 AMANDA MICHAEL

DepOffice 22 MARGARET LIEDTKE

Date Approved

9/3/2009 04:36:24 PM

9/4/2009 10:08:44 AM

AMANDA MICHAEL

Margaret Liedtke 9/10/09

Budget Adjustment: 18028

Fyr_Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 9/3/2009 11:03:33 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 15 2009

Dept: INFORMATION & TELECOMMUNI

Just: Other

To meet Auditors Office Reclass instructions (Source of Funds Salary Savings)

From Account	Acct Desc	Project	Proj Desc	Amount
526-1245-523-0701	REG SALARIES-PERMNT EMPL			18,397
				18,397
To Account		Project		Amount
526-1245-523-8002	SOFTWARE			1,852
526-1245-523-8401	OFFICE EQUIP & FURN			5,490
526-1245-523-8402	SOFTWARE			11,055
				18,397

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	9/3/2009 11:21:59 AM
DepOffice	12	NICHOLAS MACIK	9/3/2009 11:22:29 AM

PBO concurs
 [Signature] 9/8/09
 [Signature] 9/10/09

Randy Lott - Fwd: Re: Reclass and Budget transfers for Fund 526 assets

From: Joeline Hemphill
To: Randy Lott
Date: 9/8/2009 9:08 AM
Subject: Fwd: Re: Reclass and Budget transfers for Fund 526 assets
CC: Mary Reyna; Nick Macik; Sharon Martindale

Randy,

The budget transfer is needed to cover the cost of some HIPAA related software and the depreciation for the software and related hardware.

Please let me know if you have any additional questions.

Best regards,

Joeline Hemphill
Financial Analyst/Auditor
Travis County Auditor's Office
512-854-9125

>>> Mary Reyna 9/8/2009 8:24 AM >>>

Can one of you please send an email to Randy and explain the reason for this budget adjustment so that he can place it on the court agenda.

Mary

>>> Randy Lott 9/8/2009 8:12 AM >>>

Mary,

Since this won't fall under the auspice of a BA automatic technical adjustment, and you say it has to go to Court, and it is the Auditor's Office requesting this adjustment be made by ITS, please send me a short email--two or three sentences at most--explaining the reason for this adjustment so I can include it in the backup to court.

Randy

>>> Mary Reyna 9/4/2009 4:55 PM >>>

The budget transfer has to be approved by Commissioners Court due to the funds are being transfer out of a regular salary line item. The budget adjustment was returned to PBO this afternoon.

Mary

>>> Nick Macik 9/4/2009 4:48 PM >>>

Attached is a copy of the Reclass entry requested. A budget transfer is in process I am not sure of its status.

>>> Joeline Hemphill 9/3/2009 9:29 AM >>>

Nick,

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

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
(\$25,000)	County Attorney	3/10/09	Outside Counsel
\$43,397	Criminal Courts	4/7/09	Adult Drug Court Grant Reimbursement
(\$20,269)	Facilities	4/21/09	Security Guard
(\$77,724)	Cons. Pct. 2	5/12/09	Security Guard
\$7,393	Various Depts.	5/29/09	Canceled P.O.s
(\$94,219)	General Administration	6/30/09	Appraisal District Fees
(\$186,728)	Juvenile Probation	7/14/09	Pharmaceuticals expense
(\$66,214)	General Administration	7/28/09	Waller Creek Tunnel Project TIF
\$101,500	Sheriff's Office	7/31/09	Move funds from cancel req #448756 to Resv.
\$78,549	Sheriff's Office	8/3/09	Cancel Req #397719 Food Service
(\$34,176)	Medical Examiner	8/4/09	Cadaver Transport Contract
(\$25,000)	Records Management	8/18/09	Postage
(\$23,080)	Records Management	9/1/09	Copy Paper
\$1,328,530	TNR	9/1/2009	Reimbursement Resolution-Cap.Equip.Purch
\$5,927,407	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$55,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases

Last Updated 9-10-09 at 3:12pm

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

(\$3,097,865) Total Possible Future Expenses (Earmarks)
--

\$2,829,542 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Last Updated 9-10-09 at 3:12pm

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.
(\$42,696)	TNR	3/24/09	Mini-Excavator
(\$20,045)	Criminal Courts	4/7/09	IT Equipment
(\$23,900)	Civil Courts	4/7/09	IT Equipment
(\$47,014)	TNR	8/4/09	Replacement Cost for Total Loss Vehicles
(\$80,250)	TNR	9/8/2009	Replacement Vehicles
\$2,127,393 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$30,000)	Aviation Software
(\$30,000) Total Possible Future Expenses (Earmarks)	

\$2,097,393 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$5,980 (\$1,820)	HRMD	6/16/09	Beginning Balance - Bilingual Pay Pilot Bilingual Testing
\$4,160 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
(\$22,270)	HHS	3/4/09	Fund new Social Worker in FY09
(\$52,730)	HHS	3/4/09	Fund new Social Worker in FY10
(\$110,000)	HHS	7/28/09	Workforce Development RFS
\$0 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$700,000 (\$700,000)	PBO	5/12/09	Beginning Balance Analysis & Master Plan Study
\$0 Current Reserve Balance			

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance

\$2,347,947 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
(\$1,739,335)	ITS	3/24/09	Software and Hardware
(\$3,050,000)	TNR	3/24/09	HMAC
(\$947,604)	Facilities	3/24/09	Precinct 2
(\$621,862)	Facilities	3/24/09	SMART Building
\$3,050,000	TNR	7/2/09	Reimbursement HMAC Program
\$621,862	Facilities	8/21/09	Reimbursement SMART Bldg.
\$947,604	Facilities	8/21/09	Reimbursement Pct. 2 Office Bldg
\$39,644,694 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
(\$485)	Auditor	5/6/09	Supply Expense
(\$1,022)	Auditor	6/30/09	One-time Expense
(\$1,275)	Auditor	7/14/09	Training Expenses
(\$25,777)	Auditor	7/24/09	Personnel Expenses
(16,333)	Auditor	8/12/09	Personnel Expenses
\$525,365 Current Reserve Balance			

BEFIT HRMD Reserve Status (001-9800-982-9903)

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
\$82,420 Current Reserve Balance			

BEFIT ITS Reserve Status (001-9800-982-9904)

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
(\$63,124)	ITS	2/19/09	Security Analyst FTE
(\$3,371)	ITS	6/2/09	Furniture & Equip
\$14,600 Current Reserve Balance			

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
(\$357)	ITS	4/3/09	Telephone Purchase
(\$39,973)	Purchasing	4/3/09	Purchasing FTE for BEFIT
\$113,646 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP -9 PM 4:30

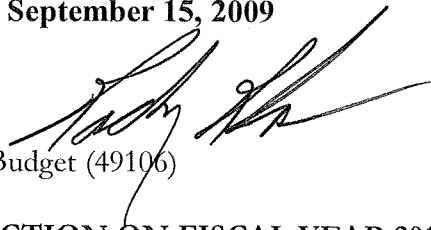
Please consider the following item for:

Voting Session:

September 15, 2009

I. A. Request made by:

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



**CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2010
BUDGET RULES**

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

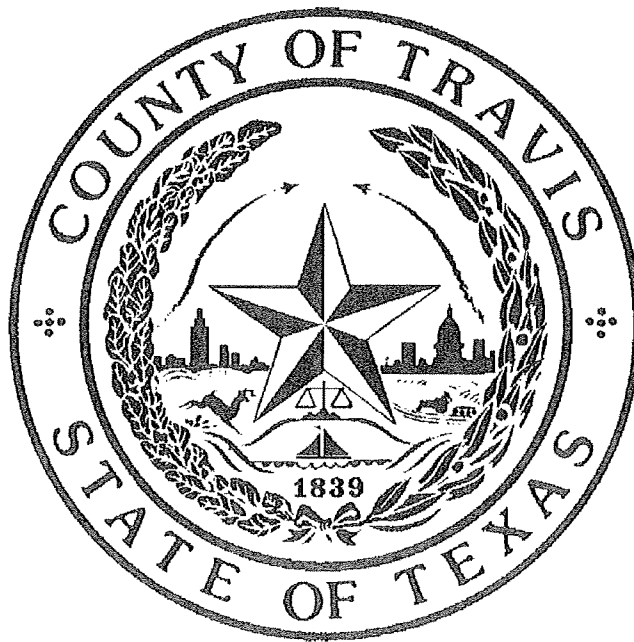
County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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

GUIDE TO LIVING WITH THE FY 2010 TRAVIS COUNTY BUDGET

**Also Known As:
Travis County Budget Rules**



**Office of Planning & Budget
314 W. 11th Street, Suite 540
Austin, Texas 78701**

GUIDE TO LIVING WITH THE FY 2010 TRAVIS COUNTY BUDGET

TABLE OF CONTENTS

	Page
Introduction	4
Travis County Budget Rules	5
Budget Adjustments	5
Personnel Budgets.....	10
Capital Funds.....	11
Encumbrances.....	12
Prior Year Encumbrance Reserve	12
Prior Year Pre-Encumbrance Reserve	12
Printing/Mailing Restrictions	13
Travel.....	13
Recruiting and Hiring for High Level Positions	14
Long Distance and Cellular Phone Expenses	14
Grants.....	14
Vehicle Take Home Policy.....	14
County Auditor's Budget Adjustment Authority.....	15
Authorization for Reimbursed Agreements – Fund 475.....	16
Appendices	17
1. Budget Authority Responsibility.....	17
2. Central Line Items	19
3. Travel	21
4. Jury Sequestration & Jury Meals in criminal cases	26
5. Grants.....	27
6. Additional Guidance	34
A. Tax Refunds	34
B. Contingent Liabilities	34

GUIDE TO LIVING WITH THE FY 2010 TRAVIS COUNTY BUDGET TABLE OF CONTENTS

	Page
C. Interfund Transfers	34
D. Mid-Year Certification of Revenue.....	34
E. Performance Based Pay and Employee Recognition.....	35
F. Computer Software Training	35
G. Personnel Slot List.....	35
H. County Benefits	35
I. Indirect Cost Rates	37
J. Pay Scales, POPS, TCSO Positions	38
K. Pay Scale, Non POPS.....	40
L. Brief Guide to Performance Measurement.....	41

I. INTRODUCTION

This document contains the Fiscal Year 2010 budget rules and policies adopted by the Travis County Commissioners Court. The rules and policies were adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

The Planning and Budget Office (PBO) and the Auditor's Office have worked together to make this document easier to read and reference throughout the year. Please contact either office for assistance or to convey ideas for improving the rules and the guide.

For FY 10, there are several substantial changes to the Budget Rules. These changes are proposed to ensure that the Commissioners Court has the appropriate measures in place to appropriately manage current financial circumstances. These changes are highlighted below:

- Additional restrictions involving the moving of budgeted funds from personnel line items as automatic budget adjustments unless the department provides substantial justification for adjustments.
- Earlier deadline (from Thursday to Tuesday) for grant submissions to allow for appropriate review by the County Attorney, County Auditor and PBO.
- Earlier deadline for budget adjustments from Certificates of Obligation or bond funds that require County Attorney review prior to Commissioners Court action.
- Establishment of quarterly reports for CAR funded projects/items and the transfer of savings (greater than \$15,000) to CAR Reserve.
- Limitations on the reappropriation of prior year funds for pre-encumbrances that cross fiscal years.
- Requirement that departments pay for their employees' business cards.
- Requirement that all grant modifications that require Commissioners Court approval be coordinated through PBO and follow the grant rules.
- Expanding PBO's authority to de-obligate unspent grant funds (5% or less of original award) for grants that utilize an online system for approval/modifications to grants.

In addition, several sections of the Budget Rule that in prior years were scattered throughout the document have been consolidated into Appendix 5, Additional Budget Guidance. This information serves as a reference guide for financial staff and provides a description of accepted procedures.

Budget Rules

⇒ **Rule #1. The Travis County Budget Order is the Sole and Complete Authority.**

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year 2010 for expenditure of those funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

⇒ **Rule #2. Expenditures in Excess of Budget Are Prohibited.**

FY 2010 expenditures and contractual obligations in excess of the amount authorized in a department or office budget are prohibited. Departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is sought, the office or department must have the budget amended.

The Commissioners Court grants offices and departments significant flexibility in managing the Maintenance and Operations (M&O) funds that are appropriated as long as the office or department does not exceed its total M&O budget. Expenditures and contractual obligations in excess of the amount authorized in a department or office's budget are prohibited. If a department or office incurs an expenditure for which it does not have a funds remaining in a budget, it will be expected to reallocate M&O funds internally to fund the shortfall. This may require actions as extreme as reducing staff. Mandated services must be given highest priority. The Commissioners Court does not intend to fund budget shortfalls retroactively from its Reserve line items.

Budget Adjustments:

⇒ **Rule #3. Budget Adjustments Must be Properly Authorized and Submitted.**

All changes to the Adopted Budget require the submission of a budget adjustment to PBO.

Budget adjustments are any changes to the Adopted Budget. Adjustments generally involve moving funds from one account to another, but can also include budgeting new inter-governmental contracts, grant contracts, gifts, or donations.

All adjustments shall be processed through the automated budget adjustment application found on the Travis County intranet with the exception of any adjustment determined by the County Auditor or PBO to require a paper adjustment form (such as the LCRA Fund Transfers approved quarterly). Instructions for using the automated budget adjustment system can be found at <http://tcnet/depts/aud/budgetadjustmentusermanual070329.pdf>

An elected or appointed official or an authorized employee must **approve the submission of the budget adjustment**. The table entitled "Budget Authority Responsibility" (found in Appendix 1) lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office, and the Human Resources Management Department upon written notification from the elected or appointed official.

Budget adjustments fall into two categories: those that need specific review and approval by Commissioners Court and those that the Commissioners Court has authorized PBO to process without

further Commissioners Court review. Based on the guidelines below, PBO determines if the budget adjustment needs specific Commissioners Court approval.

Budget adjustments that require Commissioners Court approval (transfers, amendments, and discussion items) must be submitted to PBO Thursday by 5:00 PM, at least 12 days before the Commissioners Court voting session during which they are to be considered. Budget adjustments related to Certificates of Obligation/Bond Funds that require County Attorney review should be submitted earlier to ensure proper review prior to Commissioners Court action.

Departmental requests for a budget adjustment (transfer, amendment, or discussion item) must be submitted to PBO with sufficient documentation of the issue to ensure that it is placed on the agenda at the earliest possible time. Lack of sufficient back-up information may delay the posting of the item.

In emergencies, the Executive Manager for PBO or the PBO Budget Director may schedule a transfer, amendment, or discussion as an add-on budget adjustment. Emergency budget adjustments can be placed on the agenda no later than 72 hours before the item is to appear before Commissioners Court. For example, emergency budget adjustments must be placed on the agenda no later than the Friday prior to the Tuesday that the item is to appear on Commissioners Court.

Budget Adjustments that are classified as Transfers, Amendments, or Discussion items are posted on a Commissioners Court voting session for Commissioners Court approval before they are audited and updated by the County Auditor's Office. The types of budget adjustments that need Commissioners Court approval are described below:

Transfer Budget Adjustments. Transfers are budget adjustments within an office or department that do not meet the criteria for an Automatic Budget Adjustment outlined in Budget Rule #4. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Budget Transfers can also include modifications to the adopted capital projects or purchases list regardless of the need to move the funds to another line item.

Amendment Budget Adjustments. Amendments are budget adjustments involving the movement of funds from any reserve account to a departmental expenditure account. Amendments included:

1. Budget adjustments from any Allocated Reserve to a departmental operating line item are considered amendments.
2. Budget adjustments from special fund reserves or from Capital Fund reserves (otherwise known as the 400's funds).
3. Budget adjustments between departments that do not meet the criteria outlined under Budget Rule #4 for automatic budget adjustments.
4. Budget augmentations that occur after the beginning of the fiscal year if the Commissioners Court indicated during the budget mark-up process that the proposal was not yet fully developed and should be considered for funding from Allocated Reserve or CAR Reserve or if they are of an emergency nature, funding cannot be identified internally, and it cannot be delayed until the following fiscal year without a very significant negative impact on the department or office or its service.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Discussion Budget Adjustments. Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could fall into the category of Automatic Budget Adjustments, Transfers, or Amendments. Typically, these are items that do not have PBO's concurrence.

Items that are often included as discussion items are budget adjustments

- that appear to make a programmatic change not consistent with Commissioners Court policy;
- that warrant further consideration due to the financial condition of the department, office, or County;
- that raise issues which may need additional programmatic or policy review before a decision is made, including setting a precedent.

General Budget Adjustment Guidance:

Budget adjustments from a salary line item must include the slot number of the vacant position associated with the resources being requested to be transferred and the total funds that have previously been used from that slot number. Departments must provide a justification to PBO before temporary appointments or replacement contract employees can be hired to backfill a vacant position. Only the most critical backfills will be approved as automatics. PBO will not recommend a budget adjustment from 0701, 0712, or 0713 to an operating line item unless the expenditure is for corrections medical services, nursing services, Juvenile Probation treatment services, or for contracted services while the position is being recruited. Additionally, transfers from personnel line items will be limited to temporary replacements while recruiting for the permanent position.

If you have a program change, a new grant, or any other item to discuss with the Commissioners Court that affects the budget, please work with your PBO analyst to make sure the appropriate budget adjustment is on the same Commissioners Court session as the agenda item to expedite the process.

Budget adjustments are not allowed to or from line items with specialized CAR activity numbers to line items with different activity numbers.

⇒ Rule #4: Automatic Budget Adjustments Must Comport with Specific Criteria:

Local Government Code Section 111.070 (c) (2) allows the Commissioners Court to authorize PBO to sign budget adjustments and send them directly to the County Auditor's Office for auditing and updating to the financial system without further approval subject to the terms and conditions approved by the Commissioners Court. The Commissioners Court has authorized PBO to do transfers if they involve moving money within a department's or office's Adopted Budget (at the Executive Manager level for those departments), **and** they meet the following criteria:

1. Do not involve any reserve line item within a Fund or department, save for arbitrage rebate disbursements as established in the exception to Budget Rule #6, unless the Commissioners Court approved the transfer as automatic during the budget process or through a regular meeting of the Commissioners Court.
2. Do not commit the County to additional funding in the next fiscal year;
3. Do not use one-time funding for on-going commitments;
4. Do not use one-time savings for on-going commitments;
5. Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases);
6. In the case of capital funds (either Capital Acquisition Resources Account, Certificates of Obligation or General Obligation Bonds), are not for the purchase of items or projects that are inconsistent with those approved by Commissioners Court in the budget process;
7. In the case of Bond funds (or Certificates of Obligation), are not for the purchase of items or projects that are inconsistent with the covenant in the bond documents as well as the language in the corresponding Official Statement (including transfers from reserves);

8. Do not involve moving money out of a line item that PBO believes may have insufficient funding to meet the obligations of the department or office through the remainder of the fiscal year;
9. Do not involve moving money out of a Centrally Budgeted Line Item (see Appendix 2);
10. Do not involve moving money into or out of the Wellness Clinic Division (#46) in the Employee Health Benefits Fund (526);
11. Do not involve moving funds from the #2003 Hospitalization line item except to another Hospitalization account;
12. Do not involve moving funds out of "transfer to other funds" #90XX, with the exception of 90-01 (County Contribution to Grants) without Commissioners Court approval;
13. Do not involve moving funds from programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval;
14. Do not involve moving funds from the following line items:

Court Ordered Services:
#6300-6399

Centralized Utilities & Leases:
#4801—Utilities
#6102—Leases

Sheriff Medical Services:
#6033—Medical Services
#6015—Housing Prisoners

District Clerk Jury Fees:
#6310—Grand Jury Fees
#6314—Petit Jury Fees

Criminal and Civil Courts Attorney Fees:
#6301—Attorney Fees - Civil
#6302—Attorney Fees - Criminal

General/Other Fund personnel line items:
#0101—Regular Salaries – Elected Officials
#0401—Regular Salaries - Appointed Employees
#0701—Regular Salaries - Permanent Employees
#0712—Regular Salaries – POPS Employees
#0713—Regular Salaries - Associate Judges
#0801—Regular Salaries - Temporary Employees
#1101—Overtime Pay
#1201—Longevity Pay
#1206—TCLEOSE Pay
#1207—Field Training Pay
#1208—Bilingual Pay
#1211—EMT Certification Pay
#1301—Regular Salaries - Visiting Judges
#1501—Merit Pay
#2002—Benefits – FICA Tax OASDI
#2003—Benefits – Hospitalization

#2004—Benefits – Life Insurance
#2005—Benefits – Retirement Contribution
#2006—Benefits – Worker's Compensation
#2007—Benefits – FICA Tax Medicare

Exceptions to Budget Rule #4:

1. If documentation of a slot vacancy, such as a slot number that can be verified as vacant by Human Resources Management, accompanies adjustments from 0701, 0712 or 0713, offices and departments can automatically move funds budgeted, upon PBO review of departmental justification, in 0701—Regular Salaries - Permanent Employees, 0712—Regular Salaries - POPS Employees, or 0713—Regular Salaries – Associate Judges and the associated fringe benefit line-items if it involves moving them:
 - a) to 0701—Regular Salaries- Regular Employees, 0712—Regular Salaries - POPS Employees or 0713—Regular Salaries – Associate Judges in another division when a slot is reassigned to another division;
 - b) to 0801—Regular Salaries-Temporary Employees to temporarily fill a vacant regular position;
 - c) to a Contract Employment Service line item or use of professional or skilled services (such as 6008, 6033, 6035 and 4014 etc.) to temporarily fill a vacant regular position;
 - d) to 1101—Overtime for employees performing the duties of positions that are vacant;
 - e) to 1301— Visiting Judge- if backfilling for a vacant Judge position;
 - f) to inmate medical services, nursing services and pharmaceuticals.

PBO will not recommend a budget adjustment from 0701, 0712, or 0713 to an operating line item unless the expenditure is for corrections medical services, nursing service, Juvenile Probation treatment services, or for contracted services while the position is being recruited. Additionally, transfers from personnel line items will be limited to temporary replacements while recruiting for the permanent position.

2. Offices and departments can automatically transfer funds from salary and benefit line items to correct projected negative balances in other salary and benefit line items and to make technical corrections. This includes moving from #1501 Performance Based Pay to salary line items based on approved compensation awards. However, sufficient funds must exist in the line item from which funds are moved to accommodate the remainder of the fiscal year.
3. If the funds requested to be moved are from Grant accounts and/or Bond fund accounts, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.
4. Funds may be moved automatically to accommodate changes in line items related to Interlocal agreements.
5. If a department provides documentation of a change in duty rotation from one division to another within a department, personnel budget adjustments can be made as automatics to reflect the move.
6. If a department is transferring from a cell phone line item to a benefit line item to implement a cell phone allowance within a department.
7. Budget adjustments for Court Ordered Services may be processed as automatics if moved within the 6300-6399 element object code group.

Automatic budget adjustments may also be made at PBO's discretion for the following reasons:

- A. to correct administrative or technical errors.
- B. to correct projected negative line items in personnel accounts.
- C. to process adjustments directed by Commissioners Court to be handled as automatic budget adjustments.
- D. to correct errors to budget adjustments previously submitted to and approved by Commissioners Court. Because the Court has already ordered the transfer according to the incorrect information presented in the original transfer request, an automatic adjustment can correct the error only if the Court's intent in approving the appropriate transfer is clearly documented and the correction is consistent with that intent.
- E. to process adjustment relating to a centrally budgeted line item or in cases where one department procures a service or item on behalf of another department. These inter-departmental budget adjustments must adhere to the guidelines outlined above for all automatic budget adjustments

Automatic budget adjustments are generally processed in two working days from receipt by PBO to allow for PBO review (24 hours) and County Auditor's Office auditing and system update (24 hours). Budget adjustments could take longer if there are any questions or issues that arise during the review process.

⇒ **Rule #5. A Department's or Office's Personnel Budget May Not Exceed the Amount Appropriated in the Adopted Budget on an Annualized Basis.**

Departments and offices are appropriated a fixed amount of funding for the fiscal year and are expected to make expenditure decisions including personnel actions within the confines of that allocation.

The budget base for subsequent fiscal years is the same as the base year unless Commissioners Court has approved permanent modifications to the budget. Departments and offices are responsible for making overall hiring decisions as well as other personnel decisions such as internal POPs and non-POPs promotions within the total appropriation in the Adopted Budget and are encouraged to regularly monitor the status of the personnel budget.

Negative Salary and Benefit Line Items

Although the County has an obligation to pay employees for the time they work, negative balances in salary and related benefit line items violate Budget Rules #2 and #5. Offices and departments should monitor their projected expenditures in their salary and benefit line items and make the appropriate budget adjustments before a balance becomes negative. In addition, if an office or department is notified that it has incurred a negative balance in a salary or benefit line item, it must submit a budget adjustment to PBO as soon as possible to correct the problem for the remainder of the fiscal year. Budget adjustments to correct negative or projected negative personnel line items will be treated as automatics if they are made from operating line items so long as they are in compliance with budget rule #4.

Overtime

All elected and appointed officials, executive managers and department heads are expected to manage their payroll budgets. Employees should not be authorized to work when there is not a budgeted appropriation to pay for that work unless there is an emergency.

Unbudgeted overtime is prohibited except when the Commissioners Court or an elected county or district officer declares an emergency. Emergency overtime must be reported to the County Auditor, PBO and the Commissioners Court within 5 days of the occurrence.

Budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll tape is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any operating line item that has sufficient funds to cover the shortage.

Vacation Time in lieu of Compensation

An employee's maximum vacation time earned may be modified in lieu of compensation at the discretion of the Commissioners Court without increasing the maximum vacation allowed to be carried forward.

Unspent Hospitalization Funds to the Employee Health Benefits Fund-County Employees

Any year-end balances in the hospitalization premium line items (line items 2003 and 2103) after consideration of any hospitalization contra accounts will remain within the fund in which they are budgeted and fall to the ending fund balance. In some previous years, the General Fund hospitalization premium savings were transferred to the Employee Health Benefits Fund as a strategy to stabilize the fund. This transfer is not anticipated to be required in the near future but the need will continue to be evaluated on an annual basis during the budget process. Restricted fund sources, such as grants, special revenue funds and bond funds will only be transferred to the extent allowed by the rules governing the use of the funds.

⇒ **Rule #6: Unused Capital Funds May Not Be Reallocated Without Commissioners Court Approval.**

The County invests in capital assets through appropriations from the General Fund and Special Revenue funds, and in Capital Project funds through proceeds from the sale of bonds and Certificates of Obligation. Capital assets are defined in the Travis County Code Chapter 27, Capital Assets.

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for most capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. Capital project funds, including all CAR account funds, can only be used for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement and/or Commissioners Court transcripts.

If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 10 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement and require legal review.

Departments will be asked to provide PBO updates on CAR expenditures on a quarterly basis. PBO will review CAR projects and ask departments to transfer any savings from completed projects that exceed \$15,000 to the CAR Reserve through automatic budget adjustments initiated by the department. PBO will ask departments to transfer any savings realized that are less than \$15,000 unless the department requests to use these funds under the exception to budget rule #6 and PBO concurs.

Exception to Rule #6:

The Planning and Budget Office (PBO) has the authority to process budget transfers that do not exceed \$15,000 as automatic transfers for capital projects resulting from actual realized savings (not projected savings), unless a policy issue surfaces that PBO believes requires the attention of the Commissioners Court. The Court is interested in being informed about and approving the use of existing savings for capital projects in excess of \$15,000. For purposes of arbitrage rebate disbursements to the IRS, PBO

may transfer unused funds, including reserves, within a bond fund, but must notify the Commissioners Court at its next regular scheduled meeting.

⇒ **Rule #7. Remaining Bond Funds from the 1984 Voter Approved Capital Improvement Projects Shall Be Expended on Precinct One Road and Bridge Projects.**

If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One.

Encumbrances:

⇒ **Rule #8. Encumbrances Over 90 Days Old that Are No Longer Needed Must Be Liquidated.**

Encumbrances are reservations of funds made with purchase orders, contracts, or salary commitments and must be covered by an appropriation. The encumbrances are liquidated when these claims are paid. Departments are expected to keep track of their encumbrances and keep them timely. Unnecessary encumbrances tie up County resources

On a quarterly basis, departments and offices shall submit to the County Auditor an "Over 90 Day Old Encumbrance Report." Departments/Offices should review this encumbrance report and mark any encumbrances that can legally be unencumbered. Reports should be signed by authorized personnel and submitted no later than 30 days following the end of the quarter. This report can be generated from the custom options menu (GMBA) on the HTE financial system.

Prior Year Encumbrance Reserve:

⇒ **Rule #9. A Reserve for Encumbrances will be established each year to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year.**

After the previous fiscal year's accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year's accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time this budget was adopted.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court.

Prior Year Pre-Encumbrance Reserve:

⇒ **Rule #10. A Reserve for Pre-encumbrances will be established each year. Amounts included in this reserve will be limited and generally will only include resources for those pre-encumbrances that are in the process of converting to a purchase order. PBO must approve any use of these reserve funds.**

The County Auditor submits the list of pre-encumbrances to PBO for review and approval. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court.

Printing/Mailing Rule:

⇒ **Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.**

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. TCRSC resources cannot be used to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Projects shall be printed as 2 sided unless 1 sided is specified and a reason is provided. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

Departments will be required to pay for the printing of business cards for their employees.

Travel:

⇒ **Rule #12. Commissioner Court sets travel policies which guide budget and expenditure processing. The County Auditor interprets and applies the policy when processing travel requests. Exceptions may require Commissioners Court approval.**

- All Expenses must be encumbered on a county authorized travel encumbrance form prior to traveling.
- All expense reimbursements must be requested on the county Travel Reimbursement Form with receipts that support each item on the report.
- The Travel Reimbursement Form must be submitted to the County Auditor for approval no more than 30 days from the last day of travel.

⇒ **Rule #12A Elected and appointed officials may establish travel policies for their own offices and may reimburse at a rate less than the county rate.**

Encumbrance is statutory and cannot be avoided by departmental rule.

Reimbursement is governed by IRS regulations. Departmental variations to commissioners court reimbursement policies may result in tax consequences to the traveler.

⇒ **Rule #12B. Travel to Alaska, Hawaii, or international County business:**

- Travel must be approved by Commissioners Court prior to traveling and encumbering of funds.
- Travel to Alaska and Hawaii relating to criminal investigations, prosecutions, extradition, or similar type of travel are exempted from this rule.
- Vehicle rental for international county business travel either in a foreign country or traveling into a foreign country must purchase vehicle rental insurance offered by the rental agency which would include coverage for damage to the rental vehicle, damage to a third party vehicle and bodily injury.

⇒ **Rule #12C. Travel advances may be paid at the discretion of the County Auditor.**

Details are listed in Appendix 3.

Recruiting and Hiring for High Level Positions:

⇒ **Rule #13. The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions.**

Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid.

Long Distance and Cellular Phone Expenses:

⇒ **Rule # 14. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunication equipment were for official County business.**

If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges that are determined to be for personal use.

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the Auditor's Office within 30 days after notification of the charges from ITS.
- Any questions surrounding the implementation of the above budget rule or of the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time charges may be referred to the Commissioners Court at the discretion of the County Auditor.

GRANTS:

⇒ **Rule #15. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the rules listed in Appendix 4.**

VEHICLE TAKE HOME POLICY:

⇒ **Rule #16. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code.**

County Auditor's Budget Adjustment Authority:

⇒ **Rule #17. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department. Such adjustments will be included on the weekly consent motion submitted to Commissioners Court.**

End of Year Personnel Balances:

For expenditures incurred during the last two pay periods of the fiscal year, the County Auditor may transfer funds automatically to cover projected shortages in salary and fringe benefits line items. The County Auditor may transfer:

- (1) projected surplus salary and fringe funds within and among offices or departments;
- (2) funds from the General Fund reserve, Special Revenue Fund reserves, Capital Projects reserves, and Internal Service Fund reserve, whichever is appropriate; and

The County Auditor must present a list of the adjustments to PBO for approval by Commissioners Court.

During the year, the County Auditor's Payroll Division may override negative balances to process payroll. Offices or departments should promptly submit budget adjustments to PBO to cover negative balances. See the Budget Rules for PBO's authority to transfer funds if the office or department allows a payroll line item to remain negative. As it relates to Overtime, budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll is processed, the County Auditor makes an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Insurance and FSA Administration Fees:

The County Auditor is authorized to pay insurance and FSA administration fees and reimbursements as approved by the Commissioners Court in the employee benefit contract.

Termination Pay:

The County Auditor may transfer funds from the appropriate Salary line item in an office or department to the Termination Pay line item to cover termination pay. All payments for accrued vacation, sick leave, and compensatory time are charged to the Termination Pay line item. No funds are budgeted in the Termination Pay account until the expenditures are made. The Termination Pay transfer should occur at least monthly to balance the line item.

Adjustments for Expenditures Less Than \$10:

If an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the budget deficit and avoid delay in processing the invoice. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, the transfer must be approved by the Auditor's Grant Financial Analyst.

Payment of Interest:

The County Auditor is authorized to transfer funds automatically to line item 7510—(Interest) within the budget of an office or department to cover the cost of interest on overdue invoices per the Prompt Payment Act. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, Bond funds, and other funds that do not allow interest payments, the interest will be charged to the department/office general fund budget.

Authorization for Reimbursed Agreements - Fund 475

⇒ **Rule #18. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until resources from the funding entity are available for reimbursement.**

Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources.

APPENDIX 1 BUDGET AUTHORITY RESPONSIBILITY

Below is a list of officials (or their designee, authorized in writing to the County Auditor, Purchasing Office, PBO, and HRMD) who are responsible for and may authorize expenditures from the budgets of their office or department.

Dept #	Office or Department Name	Responsible Official
01	County Judge	County Judge
02	Commissioner - Precinct 1	Commissioner Precinct 1
03	Commissioner - Precinct 2	Commissioner Precinct 2
04	Commissioner - Precinct 3	Commissioner Precinct 3
05	Commissioner - Precinct 4	Commissioner Precinct 4
06	County Auditor	County Auditor
07	County Treasurer	County Treasurer
08	Tax Assessor-Collector	Tax Assessor-Collector
09	Planning & Budget	Executive Manager, Planning and Budget
10	General Administration	County Judge/Commissioners Court
11	Human Resource Management	Executive Manager, Administrative Operations
12, 90	Information and Telecommunication Systems	Executive Manager, Administrative Operations
1413	Travis County Exposition Center	Executive Manager, Administrative Operations
14, 91	Facilities Management	Executive Manager, Administrative Operations
15	Purchasing & Inventory Management.	Purchasing Agent
16	Veterans Service Office	Executive Manager Health, Human and Veterans Services
17	Historical Commission	Chairperson, Hist. Comm.
18	Agricultural Extension Svc.	Executive Manager Health, Human and Veterans Services
19	County Attorney	County Attorney
20	County Clerk	County Clerk
21	District Clerk	District Clerk
22, 93	Civil Courts	Administrative Judge/Civil Courts.
23	District Attorney	District Attorney
24, 94	Criminal Courts	Administrative Judge/Criminal Courts
25	Probate Court	Probate Judge
26	Justice of Peace - Precinct 1	Justice of the Peace, Precinct 1
27	Justice of Peace - Precinct 2	Justice of the Peace, Precinct 2
28	Justice of Peace - Precinct 3	Justice of the Peace, Precinct 3
29	Justice of Peace - Precinct 4	Justice of the Peace, Precinct 4
30	Justice of Peace - Precinct 5	Justice of the Peace, Precinct 5
31	Constable - Precinct 1	Constable, Precinct 1
32	Constable - Precinct 2	Constable, Precinct 2
33	Constable - Precinct 3	Constable, Precinct 3
34	Constable - Precinct 4	Constable, Precinct 4
35	Constable - Precinct 5	Constable, Precinct 5
36	Dispute Resolution Center	Director, Dispute Resolution Center
37	Sheriff	County Sheriff
38	Medical Examiner	Executive Manager, Emergency Services

Dept #	Office or Department Name	Responsible Official
39	Community Supervision & Corrections	Director, Community Supervision & Corrections
40	Travis County Counseling and Educational Services (TCCES)	Executive Manager, Justice and Public Safety
42	Pretrial Services	Director, Community Supervision & Corrections
43	Juvenile Public Defender	Executive Manager, Justice and Public Safety
45	Juvenile Probation	Chief, Juvenile Probation Officer
47	Emergency Services	Executive manager, Emergency Services
49, 92	Transportation and Natural Resources	Executive Manager, TNR
54	Civil Service Commission	Civil Service Officer
55	Criminal Justice Planning	Executive Manager, Justice and Public Safety
57	Records Management and Communication Resources	Executive Manager, Administrative Operations
58	Health and Human Services	Executive Manager Health, Human and Veterans Services
59	Emergency Medical Services	Executive Manager, Emergency Services

APPENDIX 2 CENTRAL LINE ITEMS

Centrally Budgeted Line Items are expenses that are budgeted in one support department instead of being allocated to each user department. The following line items generally are centrally budgeted:

Dept/Div

11-41—HRMD Risk Management Ergonomic Improvements

 #3001—Office Equipment & Supply

 #3011—Building Maintenance

 #6033—Medical Services

12-30—Information and Telecommunication Systems/Technical Support

 #5002—Maintenance Agreements

 #5012—Repairs - Telephone Equipment

12-30—Information and Telecommunication Systems/Technical Support

 #4104—Communication - Trunk Lines

12-50—Information and Telecommunication Systems/Network Support

 #5002—Maintenance Agreements

47-05—Emergency Services/Communications

 #5008—Repairs - Radios

15-10—Purchasing

 #6029—Advertising/Public Notices

49-52—Transportation and Natural Resources/County Fleet Maintenance

 #3023—Fuel, Oil, Lubricants

 #3021—Repairs - Autos & Trucks

57-15—Records Management and Communication Resources/
Copiers/Central Repair

 #5001—Maintenance Agreements

 #5005—Repairs - Furniture & Office Equipment

 #5007—Repairs - Other Equipment

 #6103—Rent or Lease Equipment (Copiers)

57-50—Records Management and Communication Resources/Mail Services

 #4102—Postage/Freight Out

57-70—Records/Consulting

 #6099—Other Purchased Services

90-XX—Centralized Computer Services

91-XX—Centralized Rent and Utilities

 #4801—Utilities

 #6102—Rent-Land & Buildings

92-XX--Centralized Fleet Services

Contact List for Centrally Budgeted Line Items

Type of Expenditure	Department	Contact #
Ergonomic Improvements	HRMD	854-9165
Communications Trunk & Computer Repairs	ITS	854-9666
Radio Repairs	ES	854-4785
Utilities, Rent, and Building Repairs	Facilities Mgt.	854-9661
Public Notice Advertising	Purchasing	854-9700
Vehicle Fuel or Repairs	TNR	854-9383
All Records Management Central Line Items (Paper, General Fund Law Library Services, Printing, Television Services, Records Storage, Records Management Consulting, Imaging Services, and Postage)	RMCR	854-9575

APPENDIX 3 TRAVEL

Travis County will pay vendors and/or reimburse employees and officials who travel for County business. Travel expenditures for non-County employees or volunteers, for professional development, must be approved by the Commissioners Court prior to the actual travel unless the department has a policy that has been previously approved by Commissioners Court. The policy must be on file with the County Auditor's office. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest cost may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The County Auditor will make travel payment decisions in accordance with the following rules:

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office.

Advance payments by employees with personal credit card for business travel, will get reimbursed per the disbursement schedule if all travel rules were followed. Department/Offices will be responsible to track these pre-payments and ensure the County will be reimbursed for the advance payments if the travel does not take place.

Cancelled business travel must be reported to the County Auditor. If expenses were paid in advance such as for airfare, lodging, etc., the traveling employee/official is responsible for ensuring the County is refunded these amounts.

REGISTRATION FEES:

- Paid in advance, Pick up check and encumber only requests must have a completed registration form and/or confirmation of registration with employee and vendor information as support for the expense.
- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the registration according to conference/seminar/training vendor's refund policy, the employee/official will be liable for the advanced registration payment and/or any cancelled registration fees. Employee/official responsibility can be waived if the failure to use the pre-paid registrations fees is a result of an unanticipated emergency.

ACCOMMODATIONS:

- The County pays for travel accommodations within the USA, based on the rates, plus taxes (no sales taxes) as follows:
 - Government rates as quoted by the lodging facility.
 - Conference/seminar group rates
 - Best available rates for standard accommodations. Deluxe or Luxury accommodations will be responsibility of employee/official traveling.
 - Single occupancy rate
 - Double or multiple occupancy rates are paid if two or more employees are sharing a room while on the business trip.

- Supporting documentation of the lodging facility with the quoted rates must be provided before disbursement.
- Paid in advance. Pick up check, and encumber only requests must have a confirmation of reservation from the lodging facility with employee and lodging facility name/address. If no confirmation, support must be brochure or document with vendor name and address for payment.
- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the lodging reservation according to hotel's refund policy, the employee/official is liable for the advanced lodging payment and/or any cancelled lodging night penalties. Employee/official responsibility can be waived for the pre-paid first night lodging only, if the failure to use the prepaid accommodations is a result of an unanticipated emergency.
- The night before start of conference/meeting (does not include pre-registration times) and the night after end of conference/meeting will be allowed as part of the business travel expense.
- Saturday night stays not relevant to the travel event requested to be paid/reimbursed, must be justified that the airfare would be less expensive. Justification would be all lodging cost plus the airfare is less than the airfare would be if returning after the end of the training/seminar/conference. Meals for the additional time are the responsibility of the traveler.

TRANSPORTATION:

MILEAGE:

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 55 cents per mile for employees, and 14 cents per mile for volunteers, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's or volunteer's regular work place on business workdays and from the employee's/volunteer's home on non-work days and holidays.
- Only one employee/volunteer may claim mileage reimbursement when more than one employee/volunteer travels in the same vehicle.
- Routine mileage reimbursement requests must be submitted on the authorized mileage form prescribed by the County Auditor's office. Form must be submitted to the County Auditor within 30 days after the end of the mileage month.
- The County Auditor disburses mileage reimbursement requests for combined months provided each month's reimbursement is subtotaled.
- When travel out of county is greater than 1,000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners and/or juveniles.
- Grant employees are reimbursed for mileage at the rate specified by the grant.

- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

County Attorney
County Commissioners 1-4
County Judge
County Treasurer

Justices of the Peace 1-5
Purchasing Agent
Tax Assessor-Collector
Medical Examiner

AIRFARE:

- Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official is not held responsible for the cost of the change. The airline ticket (or comparable electronic document) must be attached to a reimbursement expense report if the trip was not taken. Written notice from Elected/Appointed Official, Executive Manager, or Department Head is required to be submitted with expense report.
- In order that County staff make necessary business trips at the least possible cost, some tickets may be conditioned upon use for only the date and time purchased.
- The County Auditor pays for airline tickets when billed by a vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. The employee or official is liable for the payment if the airline ticket is not used for the intended travel.
- If the airline ticket is paid in advance, the boarding pass, check in documentation, or certification that the ticket was used, must be attached to the reimbursement expense report.
- The County reimburses the cost of the first bag fee imposed by an airline, for training/conferences that are for one to three days. If the training/conference is four or more days, the County will reimburse the fee imposed for an extra bag or the cost of luggage weight over 50 pounds. Receipts are required for reimbursement.

OTHER TRANSPORTATION:

- The County Auditor pays for the actual cost of a rental car for the business use when billed by a rental car vendor or as requested by the traveler on the encumbrance form. Payment is processed in accordance with the disbursement schedule. Justification for the rental car is required.
- The County reimburses for the actual cost of a rental car for the business use or if used in conjunction with personal use, prorated days of business use. Justification for rental car are required.
- Rental of luxury vehicles including but not limited to Hummers, Cadillacs, and Convertibles, are not paid and/or reimbursed by the County unless justified and approved by Commissioners Court.
- The County reimburses for the actual costs of taxi fares, parking fees, and bus fares if receipts are attached to the reimbursement form.
- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the

total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.

- Other means of transportation, such as Motorcycles, Bicycles, Recreational Vehicles, etc, must be approved by Commissioners Court.

MEALS:

- The County reimburses an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.
 - Per Diem: \$39.00 per day (includes gratuities) for meals is reimbursed without any receipts required. Partial day per diem is at the discretion of the Department/Office.
 - Actual Pay: Up to \$50.00 per day for meals plus up to 15% gratuities is reimbursed if itemized receipts are submitted with the reimbursement form.
- Banquets, Award Ceremonies, Luncheons, etc. will be reimbursed based on one of the reimbursement methods above unless included in the Registration Fee.
- The County does not reimburse employees for alcoholic beverages.
- Consistent with the Internal Revenue Code, meal expenses are reimbursed only when the employee is required to be out of the County overnight, except in the case of Jury Sequestration.
- Department funds may be expended to provide necessary food and beverage expenditures related to emergency or time critical public safety deployments where personnel is prohibited by command staff from leaving the site of the deployment. Deployment must be projected to extend at least two hours beyond a standard meal break with the law enforcement activity being compromised if personnel leave the premises before resolution of the activity. Funds are not to be used for solo assignments or individual meals, but to service the group of operational and support staff restricted to a command/staging location or the associated target location. These rules are strictly enforced, and any disallowed expenditures are a pro rata taxable employee benefit to the assigned employees. The expenditure documentation must include the original receipts, the names of the deployed employees, and certification of incident and restricted assignment by command staff on a certification form designed by the County Auditor's Office. Nothing in this rule prohibits or limits the purchase of water or military style Meals Ready to Eat (MRE's) for employees assigned to outdoor activities if determined by command staff to be necessary for the health and safety of the employees during the assignment.

INCIDENTAL EXPENSES:

- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities.
- The County does not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County does not pay for food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. This restriction does not apply if the grant allows this type of expense.
- Travel expenses paid directly to employees in advance for Registration, Airfare, Lodging, & Meals, are considered travel advances. Advance payments to vendors in behalf of a County traveling

employee/volunteer/non-County personnel, for registration, airfare and lodging, are considered in the future, when Auditor develops proper procedures for this type of disbursement.

- If a travel advance is requested, employee/official must sign an agreement that allows the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days after end of trip.
- The advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.
- The County Auditor develops and publishes procedures for employees receiving travel advances, which account for all advances as expenses and/or reimbursements as appropriate.

TRAVEL EXPENSES IN CONTRACTS:

Contracts for goods, services, and training that require the County to reimburse for travel expenditures to a contractor must include provisions in the contract that will require the travel reimbursements not to exceed the allowances provided to County personnel. Any exceptions to these rates must be brought to Commissioners Court for approval.

ALTERNATE TRAVEL:

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioners Court must approve all exceptions.

APPENDIX 4

JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

A cash fund may be set up for each Judge hearing criminal cases. The fund is used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor determines the amount maintained in each fund. Reimbursement is paid upon a statement signed by the Judge, and which includes a certification by each juror that s/he received a meal. If the amount spent for each meal is \$9.00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Commissioners Court. The normal procedures for claims processing may be adjusted accordingly.

APPENDIX 5 GRANTS

In an effort to better coordinate the grant-seeking activities of the County and track the outstanding commitments to provide County matching funds, PBO, the County Attorney, and the County Auditor must review grant applications, contracts, permissions to continue, and contract amendments before a grant is placed on the agenda for Commissioners Court approval. Please note that any change that requires Commissioners Court approval must be coordinated through PBO and follow these grant rules.

All grant items for Commissioners Court consideration must be submitted to PBO, the County Auditor and County Attorney electronically by **Tuesday at 5:00 PM**, 14 days prior to the planned Commissioners Court meeting at which the office or department wishes the grant to be included on the agenda. In addition, please provide three originals and two copies of the original to facilitate grant agenda back-up. One copy of the grant summary and one copy of the application/contract must also be submitted to Information & Telecommunications Systems, (ITS) Facilities Management, (FM) Purchasing and, if any new FTEs are involved, Human Resources Management Department. Offices or Departments must work with support departments and provide contact information to PBO from all expected support offices/departments prior to submission to Commissioners' Court. Offices or Departments are strongly encouraged to contact PBO, the County Auditor, the County Attorney and any required support offices/departments (ITS, Purchasing, Facilities, etc.) during the grant application development stage as soon as possible to begin discussing the process and potential issues.

For information on the complete grants process, please refer to the Grants Handbook available from the County Auditor.

In the event that a grantor utilizes an online system for approval/modifications to grants, PBO is authorized to act on behalf of the authorized official for approving/modifying grants in the following circumstances:

- 1) The grant authorized official is member of the Commissioners Court.
- 2) The grant contract/application has been approved by Commissioners Court.
- 3) The change does not significantly change the scope of service of the grant from what has been approved by Commissioners Court.
- 4) The de-obligation of unspent grant funds that are 5% or less of the original award.

Grant Application Approval:

The County Auditor reviews the application for fiscal requirements and the County Attorney reviews it for legal requirements. The entire application, including all terms, conditions and instructions, should be printed and submitted for review. Changes cannot be made to an application from the copy which has been approved by the Commissioners' Court, with the exception of minor typographical corrections. After receiving confirmation of review from these offices, PBO reviews the summary, including performance measures, and submits the grant, with a recommendation, for inclusion on the Commissioners Court agenda. PBO's recommendation includes the fiscal impact of FTE contained in the grant, if any. This information is submitted to PBO by ITS, FM, & HRMD after the review of the information provided by the requesting department or office. The grant summary form is available as a file from PBO and is shown on the next page.

If any changes are made to the grant application, three final originals must be submitted to PBO by Friday at 5:00 PM, two days prior to the Commissioners Court meeting at which the grant is to be considered. If approved, the grant application is signed by the County Judge and is available for pick-up by the office or department in the County Judge's Office.

Direct Cost of Accounting: Please contact the County Auditor for assistance in estimating the direct cost of accounting. Include the estimate in the grant application if the cost is reimbursable. Departments and offices should seek reimbursement for direct accounting costs when applicable.

New Positions: When an office or department applies for a grant which includes new FTEs, the office or department should send a copy of the grant application to HRMD, ITS and FM for their review. It is essential that this is accomplished early in the grant process so that HRMD can match the new proposed position to similar positions or existing job descriptions and ITS and FM can implement any network or space accommodations required. If the transfer of information to HRMD is delayed until after the grant award is accepted, there may be a significant delay before a person can be hired for that new position, particularly if the County has never had a position like the one being requested.

Performance Measures: All grants should have performance measures, including relevant outcome measures. Any output measures provided should include a narrative description of the outcome impact to the program. These measures should reflect the current activity of the department or office in the area where grant assistance is requested, as well as the expected impact of the grant on the department's activities. If the grant is for a new program, performance measures should be supplied for the new program. Departments and offices are expected to report performance measures and updated information to annually during the contract term.

GRANT SUMMARY SHEET

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

Department/Division:	
Contact Person/Title:	
Phone Number:	

Grant Title:			
Grant Period:	From:		To:
Grantor:			
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	0	0	0	0	0
FTEs:						0.00

Auditor's Office Review: <input type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments: _____	
County Attorney's Office Contract Review: <input type="checkbox"/>	Staff Initials: _____

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Measures For Grant						

Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

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

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

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.

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

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.

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

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.

Outstanding Grant Applications: PBO maintains a summary of outstanding grant applications and matching fund commitments. This summary is submitted to Commissioners Court every week as an attachment to the regular Grant Agenda Item. Departments that are notified of the denial of a grant application should inform PBO so that the outstanding grant application summary reflects pending County commitments.

Indirect Costs: The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each department or office. All grant applications should request the appropriate indirect cost as part of any grant application. The requirement to include an indirect cost rate as part of an application may be waived annually if:

- A) The total amount requested, without including indirect costs is less than \$50,000.
- B) If a department or office can provide evidence that including an indirect cost rate will result in rejection of a grant application.

See the Appendix for the approved indirect cost rate for most departments and offices as of August 25, 2009. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your Planning and Budget Analyst.

Grant Contract Approval

When an office or department receives a grant contract, the office or department must first secure authorization from the County Auditor's Office and then forward three originals of the contract (and electronic copy), with all required signatures except the County Judge's, to the County Attorney's Office. At the same time, the office or department must submit two copies of the contract and the grant summary sheet to PBO as well as an electronic copy to ITS, FM, Purchasing, HR and the County Auditor.

After receiving the three originals, with any amendments from the County Attorney's Office, PBO submits the contract for inclusion on the Commissioners Court agenda. If approved, the grant contract is signed by the County Judge and available for pick-up by the office or department in the County Judge's Office.

Revenue Certification: Once the contract has been signed by all parties (including the grantor, if that was not done prior to Commissioners Court approval), the office or department must forward the originals of the contract signed by all parties to the County Clerk and the grantor. A copy of the fully executed contract must be submitted to the County Attorney, the County Auditor, and the Purchasing Office. The County Auditor certifies revenue upon receipt of the fully executed contract.

Budget Amendments: Budget amendments are processed as automatic budget adjustments after approval of the contract by Commissioners Court and certification of revenue by the County Auditor.

Permission to Continue: If a grant renewal contract is not received prior to the effective date of the grant and grant employees are requested to continue on the payroll, offices or departments must submit a Permission to Continue memo to Commissioners Court at least four weeks prior to the end of the grant that is to be renewed. This memo notifies the Commissioners Court that payroll expenses are requested to continue and indicates the expected date that the contract will be signed. This rule applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. A Permission to Continue is only appropriate to allow offices/departments to continue to fund payroll for employees where the grant has an ongoing commitment and there is an unusual, non-recurring delay in receiving a final executed contract. At the time a Permission to Continue memo is submitted to the Commissioners Court for approval, the office/department should contact PBO to request a budget adjustment to move existing office/department resources to the grant fund, or request an allocation from reserves to the grant fund, until the grant is finalized. Revenue is certified by the County Auditor when all the normal requirements for a grant contract have been met. Revenue for new grants will not be certified and expenditures cannot be made until a grant contract has been signed.

Grant Modification Approval: Changes to dates, amounts or other minor modifications, that require Commissioners Court approval, must follow the same procedure as original grant contract approvals.

Budget Adjustments: All budget adjustments must comply with the grantor's requirements for budget adjustments. Any budget adjustments requiring prior grantor approval are not processed until that approval is received. If a grantor de-obligates funding or a portion of funding, a budget adjustment must immediately be sent to PBO reducing each affected revenue and expenditure line item.

Purchasing: Grant purchases are not exempt from County purchasing laws. Offices or departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant. Purchase of items with a unit cost exceeding \$5,000 must be incorporated into the fixed asset management system. This applies to any items located on County property for which the County is liable, regardless of the source of funding. Items are tagged with a color code denoting the source of funding.

Authorization for Reimbursed Grants: Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor. All expenditures for reimbursable grants that have been approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Offices or departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

Expenditures funded from grant funds that are not allowed under the General Fund require a written letter of approval/authorization from the grantor.

Vehicles funded through Grant Funds: If a department plans on purchasing a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant funds. In the event that the grant will not cover such costs, the department should reallocate resources to TNR to fund the fuel and maintenance. Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grant contract.

Software Licenses and Phone Lines: If an office or department plans on charging software licenses or telephone lines to a grant, these charges must be supported by independent, third party invoices which clearly indicate the purchase and usage during the grant period. Internal documentation from the ITS department will not be accepted. Budget will not be transferred from a grant to another County office or department for purchase of any items, including ITS for software licenses and phone lines. In the event the proper documentation cannot be produced to support these costs, the department should either reallocate non-grant source resources to ITS to fund the software licenses and phone lines. Any additional funding requests for software licenses and phone lines should be coordinated with the approval of the grant contract.

APPENDIX 6 ADDITIONAL GUIDANCE

A. TAX REFUNDS

The County Auditor automatically debits contra revenue accounts (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes are paid from a budgeted line item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds and submits these amounts to PBO for approval by the Commissioners Court.

B. CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities as defined by generally accepted accounting principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, the County Attorney and, where applicable, the Risk Manager of significant contingent liabilities that are recorded on the County's financial records.

C. INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" to the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds) or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers funds at 1/12 of the budgeted amount on a monthly basis, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

D. MID-YEAR CERTIFICATION OF REVENUES

State law limits revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

E. PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, experience and achievement. Departments and offices award PBP consistent with the rules established by the Commissioners Court.

If an office/department has funds in an employee recognition line item, the recognition expense is not to exceed \$50.00 per employee. Amount of recognition expense should be limited to the cost of a plaque including engraving, lapel pins or other token of recognition. Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowed.

F. COMPUTER SOFTWARE TRAINING

All computer software training for Windows and Microsoft Office products is performed by ITS. No other office or department is authorized to solicit services for this training unless training sessions are not provided by ITS within 60 days. No payment for this training is made by the County Auditor without an accompanying written authorization from ITS.

G. PERSONNEL SLOT LIST

A list of the budgeted personnel slots for Fiscal Year 10 is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

H. COUNTY BENEFITS

Fringe benefits of offices and departments are budgeted based on the County Benefits Policy. A copy of the policy is on file at the County Clerk's Office. The current benefit calculation rates as of October 1, 2009 are shown below.

Base Salary	
FICA OASDI (line item 2002)	Base Salary (up to \$106,800) x 0.062
Hospitalization (line item 2003)	Months on Payroll x \$629
Life Insurance (line item 2004)	Months on Payroll x \$7.25
Retirement (line item 2005)	Base Salary x .1144
Workers Compensation Insurance (line item 2006)	Base Salary x 0.75 x "WCI Factor" Shown below
FICA Medicare (line item 2007)	Base Salary x 0.0145

Please contact your Planning and Budget Analyst for Workers Compensation Insurance "WCI Factor" for position types not shown below:

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0237
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANC	0.0179
AUTO MECHANICS	0.0175
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

I. INDIRECT COST RATES

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on August 25, 2009

Dpt #	Department Name	Calculated Rate
01	County Judge	226.91%
02	Commissioner - Precinct 1	22.37%
03	Commissioner - Precinct 2	24.60%
04	Commissioner - Precinct 3	26.77%
05	Commissioner - Precinct 4	19.01%
08	Tax Assessor-Collector	57.34%
13	Exposition Center	0%
16	Veterans Service Office	38.56%
18	Agricultural Extension Service	35.22%
19	County Attorney	32.96%
20	County Clerk	35.43%
21	District Clerk	34.69%
22	Civil Courts	24.35%
23	District Attorney	16.20%
24	Criminal Courts	35.53%
25	Probate Court	22.54%
26	Justice of Peace – Precinct 1	30.40%
27	Justice of Peace – Precinct 2	31.12%
28	Justice of Peace – Precinct 3	27.46%
29	Justice of Peace – Precinct 4	33.42%
30	Justice of Peace – Precinct 5	30.49%
31	Constable - Precinct 1	23.09%
32	Constable - Precinct 2	26.52%
33	Constable - Precinct 3	26.56%
34	Constable - Precinct 4	27.05%
35	Constable - Precinct 5	27.52%
37	Sheriff	16.56%
38	Medical Examiner	38.40%
39	Community Supervision & Corrections	22.20%
40	Counseling and Educational Services	30.20%
42	Pretrial Services	24.49%
43	Juvenile Public Defender	22.26%
45	Juvenile Court	19.83%
47	Emergency Services	60.38%
49	Transportation and Natural Resources	53.32%
54	Civil Service Commission	21.01%
55	Criminal Justice Planning	24.50%
58	Health and Human Services	46.98%
	Composite Travis County Rate	26.75%

J. Pay Scale, POPS, TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11
80	Cadet	hr 16.2264 mo 2,812.58 yr 33,750.91	16.5510 2,868.84 34,426.08									
81	Corrections Officer	hr 18.6240 mo 3,228.16 yr 38,737.92	19.0976 3,310.25 39,723.01	19.5837 3,394.51 40,734.10	20.0697 3,478.75 41,744.98	20.5563 3,563.09 42,757.10	21.0423 3,647.33 43,767.98	21.5284 3,731.59 44,779.07	22.1236 3,834.76 46,017.09	22.7188 3,937.93 47,255.10	23.3139 4,041.08 48,492.91	23.9091 4,144.24 49,730.93
82	Cert Peace Officer (CPO)	hr 19.7413 mo 3,421.83 yr 41,061.90										
83	Sr Corrections Officer	hr 20.2438 mo 3,508.93 yr 42,107.10	20.7582 3,598.09 43,177.06	21.2865 3,689.66 44,275.92	21.8149 3,781.25 45,374.99	22.3438 3,872.93 46,475.10	22.8721 3,964.50 47,573.97	23.4005 4,056.09 48,673.04	24.0471 4,168.16 50,017.97	24.6942 4,280.33 51,363.94	25.3413 4,392.49 52,709.90	25.9885 4,504.67 54,056.08
72	LE Deputy Sheriff	hr 21.8678 mo 3,790.42 yr 45,485.02	22.3053 3,866.25 46,395.02	22.7514 3,943.58 47,322.91	23.2067 4,022.50 48,269.94	23.6707 4,102.92 49,235.06	24.1442 4,185.00 50,219.94	24.6269 4,268.66 51,223.95	25.1197 4,354.08 52,248.98	25.6216 4,441.08 53,292.93	26.1341 4,529.91 54,358.93	26.6572 4,620.58 55,446.98
84	Sr CPO	hr 22.1303 mo 3,835.92 yr 46,031.02	22.6938 3,933.59 47,203.10	23.2572 4,031.25 48,374.98	23.8202 4,128.84 49,546.02	24.3837 4,226.51 50,718.10	24.9471 4,324.16 51,889.97	25.6370 4,443.75 53,324.96	26.3264 4,563.24 54,758.91	27.0163 4,682.83 56,193.90	27.7063 4,802.43 57,629.10	
74	LE Sr Deputy Sheriff	hr 23.4423 mo 4,063.33 yr 48,759.98	24.0548 4,169.50 50,033.98	24.6673 4,275.67 51,307.98	25.2793 4,381.75 52,580.94	25.8918 4,487.91 53,854.94	26.5038 4,593.99 55,127.90	27.1163 4,700.16 56,401.90	27.8663 4,830.16 57,961.90	28.6159 4,960.09 59,521.07	29.3659 5,090.09 61,081.07	30.1154 5,220.00 62,640.03
75	LE Detective	hr 31.7683 mo 5,506.51 yr 66,078.06	32.4038 5,616.66 67,399.90	33.0394 5,726.83 68,721.95	33.6745 5,836.91 70,042.96	34.3101 5,947.08 71,365.01	34.9452 6,057.17 72,686.02	35.5851 6,168.08 74,017.01	36.2299 6,271.58 75,258.98	36.8784 6,392.26 76,707.07	37.5130 6,485.67 78,227.98	
88	Corrections Sergeant	hr 31.0702 mo 5,385.50 yr 64,626.02	31.6668 5,488.91 65,866.94	32.2745 5,594.25 67,130.96	32.8942 5,701.66 68,419.94	33.5260 5,811.17 69,734.08	34.1712 5,923.01 71,076.10	34.8288 6,036.99 72,443.90	35.4990 6,153.16 73,837.92	36.1822 6,271.58 75,258.98	36.8784 6,392.26 76,707.07	37.5130 6,485.67 78,227.98
76	LE Sergeant	hr 34.8668 mo 6,043.58 yr 72,522.94	35.5380 6,159.92 73,919.04	36.2221 6,278.50 75,341.97	36.9192 6,399.33 76,791.94	37.6293 6,522.41 78,268.94	38.3538 6,647.99 79,775.90	38.9139 6,745.08 80,940.91				
89	Corrections Lieutenant	hr 36.9091 mo 6,397.58 yr 78,770.93	37.6947 6,533.75 79,404.98	38.4798 6,669.83 80,037.98	39.2654 6,806.00 81,672.03	40.0505 6,942.09 83,305.04	40.8361 7,078.26 84,939.09	41.6212 7,214.34 86,572.10	42.4063 7,350.43 88,205.10			
77	LE Lieutenant	hr 41.2284 mo 7,146.26 yr 85,755.07	42.0221 7,283.83 87,405.97	42.8308 7,424.01 89,088.06	43.6548 7,566.83 90,801.98	44.4952 7,712.50 92,550.02						

PG	STEP	12	13	14	15	16	17	18	19	20	21
81	Corrections Officer	hr 24.5043 mo 4,247.41 yr 50,968.94	25.1000 4,350.67 52,208.00	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02	25.6952 4,453.84 53,446.02
82	Cert Peace Officer (CPO)	hr 26.6356 mo 4,616.84 yr 55,402.05	27.2822 4,728.92 56,746.98	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94	27.9293 4,841.08 58,092.94
83	Sr Corrections Officer	hr 27.1899 mo 4,712.92 yr 56,554.99	27.7341 4,807.24 57,686.93	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08	28.2885 4,903.34 58,840.08
72	LE Deputy Sheriff	hr 28.3962 mo 4,922.01 yr 59,064.10	29.0856 5,041.50 60,498.05	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04	29.7755 5,161.09 61,933.04
84	Sr CPO	hr 30.8654 mo 5,350.00 yr 64,200.03	31.6149 5,479.92 65,758.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99	32.3649 5,609.92 67,318.99
74	LE Sr Deputy Sheriff	hr 36.8154 mo 6,381.34 yr 76,576.03	37.4688 6,494.59 77,935.10	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93	38.1216 6,607.74 79,292.93
75	LE Detective	hr 37.9639 mo 6,580.41 yr 78,964.91	38.5183 6,676.51 80,118.06	39.0813 6,774.09 81,289.10	39.6519 6,873.00 82,475.95	40.2313 6,973.43 83,681.10	40.2313 6,973.43 83,681.10	40.2313 6,973.43 83,681.10	40.2313 6,973.43 83,681.10	40.2313 6,973.43 83,681.10	40.2313 6,973.43 83,681.10
88	Corrections Sergeant	hr 39.4822 mo 6,843.58 yr 82,122.98	40.0591 6,943.58 83,322.93	40.6442 7,045.00 84,539.94	41.2380 7,147.92 85,775.04	41.8404 7,252.34 87,028.03	41.8404 7,252.34 87,028.03	41.8404 7,252.34 87,028.03	41.8404 7,252.34 87,028.03	41.8404 7,252.34 87,028.03	41.8404 7,252.34 87,028.03
76	LE Sergeant	hr 43.1918 mo 7,486.58 yr 89,838.94	43.9500 7,618.00 91,416.00	44.7216 7,751.74 93,020.93	45.5067 7,887.83 94,653.94	46.3053 8,026.25 96,315.02	47.1183 8,167.17 98,008.06	47.1183 8,167.17 98,008.06	47.1183 8,167.17 98,008.06	47.1183 8,167.17 98,008.06	47.1183 8,167.17 98,008.06
89	Corrections Lieutenant	hr 45.3514 mo 7,860.91 yr 94,330.91	46.1476 7,998.92 95,987.01	46.9577 8,139.34 97,672.02	47.7817 8,282.16 99,385.94	48.6207 8,427.59 101,131.06	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92
77	LE Lieutenant	hr 45.3514 mo 7,860.91 yr 94,330.91	46.1476 7,998.92 95,987.01	46.9577 8,139.34 97,672.02	47.7817 8,282.16 99,385.94	48.6207 8,427.59 101,131.06	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92	49.4740 8,575.49 102,905.92

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO TCSO POPS THE FOLLOWING APPLIES MONTHLY:

CERTIFIED FTO:	\$125	BI-LINGUAL SKILLS TEST:	\$125	TCLEOSE LICENSE:	
		SPANISH, VIETNAMESE		INTERMEDIATE	ADVANCED
		AMERICAN SIGN LANGUAGE		\$50	\$100
					MASTERS
					\$150

Numbers that are italicized and shaded in grey may be used for pay administration purposes if needed, but were not used in the pay determination methodology.

Pay Scale, POPS, Non-TCSO Positions (Effective 1-16-09)

PG	STEP	1	2	3	4	5	6	7	8	9	10	11
60 Park Ranger	hr	20.7744	21.1900	21.6138	22.0464	22.4872	22.9370	23.3956	23.8637	24.3405	24.8274	25.3243
	mo	3,600.90	3,672.93	3,746.39	3,821.38	3,897.78	3,975.75	4,055.24	4,136.38	4,219.02	4,303.42	4,389.55
	yr	43,210.75	44,075.20	44,956.70	45,856.51	46,773.38	47,708.96	48,662.85	49,636.50	50,628.24	51,640.99	52,674.54
61 Deputy Constable	hr	20.7744	21.1900	21.6138	22.0464	22.4872	22.9370	23.3956	23.8637	24.3405	24.8274	25.3243
	mo	3,600.90	3,672.93	3,746.39	3,821.38	3,897.78	3,975.75	4,055.24	4,136.38	4,219.02	4,303.42	4,389.55
	yr	43,210.75	44,075.20	44,956.70	45,856.51	46,773.38	47,708.96	48,662.85	49,636.50	50,628.24	51,640.99	52,674.54
62 Deputy Constable Sr Park Ranger Sr	hr	22.2702	22.8521	23.4339	24.0153	24.5972	25.1786	25.7605	26.4730	27.1851	27.8976	28.6096
	mo	3,860.17	3,961.03	4,061.88	4,162.65	4,263.52	4,364.29	4,465.15	4,588.65	4,712.08	4,835.58	4,959.00
	yr	46,322.02	47,532.37	48,742.51	49,951.82	51,162.18	52,371.49	53,581.84	55,063.84	56,545.01	58,027.01	59,507.97
63 Park Ranger Supervisor	hr	25.9693	26.4993	27.0401	27.5919	28.1550	28.6969	29.2494	29.8122	30.3856	30.9707	31.4230
	mo	4,501.35	4,593.21	4,686.95	4,782.60	4,880.20	4,974.13	5,069.90	5,167.45	5,266.84	5,368.26	5,466.65
	yr	54,016.14	55,118.54	56,243.41	57,391.15	58,562.40	59,689.55	60,838.75	62,009.38	63,202.05	64,419.06	65,359.84
64 Constable Sergeant	hr	30.5521	31.1756	31.8118	32.4610	33.1235	33.7611	34.4110	35.0732	35.7478	36.4361	36.9682
	mo	5,295.70	5,403.77	5,514.05	5,626.57	5,741.41	5,851.92	5,964.57	6,079.36	6,196.29	6,315.59	6,407.82
	yr	63,548.37	64,845.25	66,168.54	67,518.88	68,896.88	70,223.09	71,574.88	72,952.26	74,355.42	75,787.09	76,893.86
65 Chief Park Ranger	hr	30.5521	31.1756	31.8118	32.4610	33.1235	33.7611	34.4110	35.0732	35.7478	36.4361	36.9682
	mo	5,295.70	5,403.77	5,514.05	5,626.57	5,741.41	5,851.92	5,964.57	6,079.36	6,196.29	6,315.59	6,407.82
	yr	63,548.37	64,845.25	66,168.54	67,518.88	68,896.88	70,223.09	71,574.88	72,952.26	74,355.42	75,787.09	76,893.86
66 Chief Dep Constable	hr	32.8697	33.5405	34.2250	34.9235	35.6362	36.3635	37.1056	37.8199	38.5477	39.2893	40.0457
	mo	5,697.42	5,813.69	5,932.33	6,053.41	6,176.94	6,303.01	6,431.64	6,555.45	6,681.60	6,810.15	6,941.26
	yr	68,368.98	69,764.24	71,188.00	72,640.88	74,123.30	75,636.08	77,179.65	78,665.39	80,179.22	81,721.74	83,295.06
67 Investigator	hr	30.5102	31.1329	31.7683	32.4038	33.0394	33.6745	34.3101	34.9452	35.5851	35.9904	36.4005
	mo	5,288.44	5,396.37	5,506.51	5,616.66	5,726.83	5,836.91	5,947.08	6,057.17	6,168.08	6,238.34	6,309.42
	yr	63,461.22	64,756.43	66,078.06	67,399.90	68,721.95	70,042.96	71,365.01	72,686.02	74,017.01	74,860.03	75,713.04
68 Chief Dep Const., Pct 5	hr	36.1567	36.8946	37.6476	38.4159	39.1999	39.9999	40.8162	41.6019	42.4025	43.2182	44.0503
	mo	6,267.16	6,395.06	6,525.58	6,658.76	6,794.65	6,933.32	7,074.81	7,211.00	7,349.77	7,491.16	7,635.39
	yr	75,205.94	76,740.77	78,307.01	79,905.07	81,535.79	83,199.79	84,897.70	86,531.95	88,197.20	89,893.86	91,624.62
69 Investigations Lieutenant	hr	32.8697	33.5405	34.2250	34.9235	35.6362	36.3635	37.1056	37.8199	38.5477	39.2893	40.0457
	mo	5,697.42	5,813.69	5,932.33	6,053.41	6,176.94	6,303.01	6,431.64	6,555.45	6,681.60	6,810.15	6,941.26
	yr	68,368.98	69,764.24	71,188.00	72,640.88	74,123.30	75,636.08	77,179.65	78,665.39	80,179.22	81,721.74	83,295.06

PG	STEP	12	13	14	15	16	17	18	19	20	21
60 Park Ranger	hr	25.8304	26.3474	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741
	mo	4,477.27	4,566.88	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18
	yr	53,727.23	54,802.59	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13
61 Deputy Constable	hr	25.8304	26.3474	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741
	mo	4,477.27	4,566.88	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18
	yr	53,727.23	54,802.59	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13
62 Deputy Constable Sr Park Ranger Sr	hr	29.3221	30.0342	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467
	mo	5,082.50	5,205.93	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43
	yr	60,989.97	62,471.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14
63 Park Ranger Supervisor	hr	31.8819	32.3477	32.8202	33.2997	33.7861	33.7861	33.7861	33.7861	33.7861	33.7861
	mo	5,526.20	5,606.94	5,688.84	5,771.95	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26
	yr	66,314.35	67,283.22	68,266.02	69,263.38	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09
64 Constable Sergeant	hr	37.5081	38.0561	38.6120	39.1761	39.7484	39.7484	39.7484	39.7484	39.7484	39.7484
	mo	6,501.40	6,596.39	6,692.75	6,790.52	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72
	yr	78,016.85	79,156.69	80,312.96	81,486.29	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67
65 Chief Park Ranger	hr	37.5081	38.0561	38.6120	39.1761	39.7484	39.7484	39.7484	39.7484	39.7484	39.7484
	mo	6,501.40	6,596.39	6,692.75	6,790.52	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72
	yr	78,016.85	79,156.69	80,312.96	81,486.29	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67
66 Chief Dep Constable	hr	40.8163	41.5328	42.2619	43.0035	43.7586	44.5266	44.5266	44.5266	44.5266	44.5266
	mo	7,074.83	7,199.02	7,325.40	7,453.94	7,584.82	7,717.94	7,717.94	7,717.94	7,717.94	7,717.94
	yr	84,897.90	86,388.22	87,904.75	89,447.28	91,017.89	92,615.33	92,615.33	92,615.33	92,615.33	92,615.33
67 Investigator	hr	36.8154	37.4688	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216
	mo	6,381.34	6,494.59	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74
	yr	76,576.03	77,935.10	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93
68 Chief Dep Const., Pct 5	hr	44.8979	45.6861	46.4881	47.3039	48.1345	48.9793	48.9793	48.9793	48.9793	48.9793
	mo	7,782.30	7,918.92	8,057.94	8,199.34	8,343.31	8,489.75	8,489.75	8,489.75	8,489.75	8,489.75
	yr	93,387.63	95,027.09	96,695.25	98,392.11	100,119.76	101,876.94	101,876.94	101,876.94	101,876.94	101,876.94
69 Investigations Lieutenant	hr	40.8163	41.5328	42.2619	43.0035	43.7586	44.5266	44.5266	44.5266	44.5266	44.5266
	mo	7,074.83	7,199.02	7,325.40	7,453.94	7,584.82	7,717.94	7,717.94	7,717.94	7,717.94	7,717.94
	yr	84,897.90	86,388.22	87,904.75	89,447.28	91,017.89	92,615.33	92,615.33	92,615.33	92,615.33	92,615.33

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS THE FOLLOWING APPLIES MONTHLY:

CERTIFIED FTO:	\$125	BI-LINGUAL SKILLS TEST:	\$125	TCLEOSE LICENSE:		
CONSTABLES CPP:	\$125	SPANISH		INTERMEDIATE	ADVANCED	MASTERS
PARK RANGERS EMT	\$125	AMERICAN SIGN LANGUAGE		\$50	\$100	\$150
		VIETNAMESE				

K. Pay Scale, Non POPS

Pay Grd	Pay Rate	Hiring Levels										10% Above Midpoint	Maximum	Range Width	Pay Grd Diff	
		Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Midpoint						
1-3		Retired	Note: Travis County Livable Wage for Regular Employees is \$11.00/hr. (\$7.73 for Temporary Employees)													
4	Hrly	\$7,725.00	\$7,960.00	\$8,190.00	\$8,420.00	\$8,650.00				\$9,270.00	\$10,197.00	\$10,815.00				
	Yrly	\$16,068.00	\$16,556.80	\$17,035.20	\$17,513.60	\$17,992.00				\$19,281.60	\$21,209.76	\$22,495.20	40%			
5	Hrly	\$8,250.4	\$8,500.00	\$8,750.00	\$8,990.00	\$9,240.00	\$9,490.00			\$9,900.5	\$10,890.6	\$11,550.5				
	Yrly	\$17,160.83	\$17,680.00	\$18,200.00	\$18,699.20	\$19,219.20	\$19,739.20			\$20,593.04	\$22,652.45	\$24,025.04	40%	7%		
6	Hrly	\$8,827.3	\$9,090.00	\$9,360.00	\$9,620.00	\$9,890.00	\$10,150.00			\$10,592.7	\$11,652.00	\$12,358.2				
	Yrly	\$18,360.78	\$18,907.20	\$19,468.80	\$20,009.60	\$20,571.20	\$21,112.00			\$22,032.82	\$24,236.16	\$25,705.06	40%	7%		
7	Hrly	\$9,445.3	\$9,730.00	\$10,010.00	\$10,300.00	\$10,580.00	\$10,860.00			\$11,570.5	\$12,727.6	\$13,695.7				
	Yrly	\$19,646.22	\$20,238.40	\$20,820.80	\$21,424.00	\$22,006.40	\$22,588.80			\$24,066.64	\$26,473.41	\$28,487.06	45%	9%		
8	Hrly	\$10,104.4	\$10,410.00	\$10,710.00	\$11,010.00	\$11,320.00	\$11,620.00			\$12,377.9	\$13,615.7	\$14,651.4				
	Yrly	\$21,017.15	\$21,652.80	\$22,276.80	\$22,900.80	\$23,545.60	\$24,169.60			\$25,746.03	\$28,320.66	\$30,474.91	45%	7%		
9	Hrly	\$10,815.1	\$11,140.00	\$11,460.00	\$11,790.00	\$12,110.00	\$12,440.00			\$13,248.8	\$14,573.3	\$15,682.1				
	Yrly	\$22,495.20	\$23,171.20	\$23,836.80	\$24,523.20	\$25,188.80	\$25,875.20			\$27,556.67	\$30,312.26	\$32,618.14	45%	7%		
10	Hrly	\$11,576.7	\$11,920.00	\$12,270.00	\$12,620.00	\$12,970.00	\$13,310.00	\$13,660.00		\$14,182.4	\$15,600.6	\$16,787.2				
	Yrly	\$24,079.54	\$24,793.60	\$25,521.60	\$26,249.60	\$26,977.60	\$27,684.80	\$28,412.80		\$29,499.39	\$32,449.25	\$34,917.38	45%	7%		
11	Hrly	\$12,390.9	\$12,760.00	\$13,130.00	\$13,510.00	\$13,880.00	\$14,250.00	\$14,620.00		\$15,178.6	\$16,696.5	\$17,966.3				
	Yrly	\$25,773.07	\$26,540.80	\$27,310.40	\$28,100.80	\$28,870.40	\$29,640.00	\$30,409.60		\$31,571.49	\$34,728.72	\$37,369.90	45%	7%		
12	Hrly	\$13,256.3	\$13,650.00	\$14,050.00	\$14,450.00	\$14,850.00	\$15,240.00	\$15,640.00		\$16,239.4	\$17,863.3	\$19,221.6				
	Yrly	\$27,573.10	\$28,392.00	\$29,224.00	\$30,056.00	\$30,888.00	\$31,699.20	\$32,531.20		\$33,777.95	\$37,155.66	\$39,980.93	45%	7%		
13	Hrly	\$14,183.3	\$14,610.00	\$15,030.00	\$15,460.00	\$15,890.00	\$16,310.00	\$16,740.00		\$17,374.5	\$19,112.0	\$20,565.8				
	Yrly	\$29,501.26	\$30,388.80	\$31,262.40	\$32,156.80	\$33,051.20	\$33,924.80	\$34,819.20		\$36,138.96	\$39,752.96	\$42,776.86	45%	7%		
14	Hrly	\$15,171.4	\$15,630.00	\$16,080.00	\$16,540.00	\$16,990.00	\$17,450.00	\$17,900.00		\$18,585.2	\$20,443.7	\$21,999.0				
	Yrly	\$31,556.51	\$32,510.40	\$33,446.40	\$34,403.20	\$35,339.20	\$36,296.00	\$37,232.00		\$38,657.22	\$42,522.90	\$45,757.92	45%	7%		
15	Hrly	\$16,232.9	\$16,720.00	\$17,210.00	\$17,690.00	\$18,180.00	\$18,670.00	\$19,150.00		\$20,291.1	\$22,320.2	\$24,349.3				
	Yrly	\$33,764.43	\$34,777.60	\$35,796.80	\$36,795.20	\$37,814.40	\$38,833.60	\$39,832.00		\$42,205.49	\$46,426.02	\$50,646.54	50%	9%		
16	Hrly	\$17,385.9	\$17,890.00	\$18,410.00	\$18,930.00	\$19,450.00	\$19,970.00	\$20,490.00		\$21,707.4	\$23,878.1	\$26,048.8				
	Yrly	\$36,121.07	\$37,211.20	\$38,292.80	\$39,374.40	\$40,456.00	\$41,537.60	\$42,619.20		\$45,151.39	\$49,666.45	\$54,181.50	50%	7%		
17	Hrly	\$18,581.2	\$19,140.00	\$19,700.00	\$20,250.00	\$20,810.00	\$21,370.00	\$21,930.00		\$23,226.5	\$25,549.2	\$27,871.8				
	Yrly	\$38,648.90	\$39,811.20	\$40,976.00	\$42,120.00	\$43,284.80	\$44,449.60	\$45,614.40		\$48,311.12	\$53,142.34	\$57,973.34	50%	7%		
18	Hrly	\$19,879.0	\$20,480.00	\$21,070.00	\$21,670.00	\$22,260.00	\$22,860.00	\$23,460.00		\$24,848.8	\$27,333.7	\$29,818.5				
	Yrly	\$41,348.32	\$42,598.40	\$43,825.60	\$45,073.60	\$46,300.80	\$47,548.80	\$48,796.80		\$51,685.50	\$56,854.10	\$62,022.48	50%	7%		
19	Hrly	\$21,269.5	\$21,910.00	\$22,550.00	\$23,180.00	\$23,820.00	\$24,460.00	\$25,100.00		\$26,586.9	\$29,245.6	\$31,904.3				
	Yrly	\$44,240.56	\$45,572.80	\$46,904.00	\$48,214.40	\$49,545.60	\$50,876.80	\$52,208.00		\$55,300.75	\$60,830.85	\$66,360.94	50%	7%		
20	Hrly	\$22,763.0	\$23,450.00	\$24,130.00	\$24,810.00	\$25,490.00	\$26,180.00	\$26,860.00	\$27,540.00		\$28,453.8	\$31,299.2	\$34,144.5			
	Yrly	\$47,347.04	\$48,776.00	\$50,190.40	\$51,604.80	\$53,019.20	\$54,454.40	\$55,868.80	\$57,283.20	\$59,183.90	\$65,102.34	\$71,020.56	50%	7%		
21	Hrly	\$24,359.5	\$25,090.00	\$25,820.00	\$26,550.00	\$27,280.00	\$28,010.00	\$28,740.00	\$29,470.00		\$30,494.4	\$33,494.3	\$36,539.3			
	Yrly	\$50,667.76	\$52,187.20	\$53,705.60	\$55,224.00	\$56,742.40	\$58,260.80	\$59,779.20	\$61,297.60	\$63,334.75	\$69,668.14	\$76,001.74	50%	7%		
22	Hrly	\$26,068.9	\$26,850.00	\$27,630.00	\$28,420.00	\$29,200.00	\$29,980.00	\$30,760.00	\$31,540.00		\$32,586.1	\$35,844.7	\$39,103.4			
	Yrly	\$54,223.31	\$55,848.00	\$57,470.40	\$59,113.60	\$60,736.00	\$62,358.40	\$63,980.80	\$65,603.20	\$67,779.09	\$74,556.98	\$81,335.07	50%	7%		
23	Hrly	\$27,892.4	\$28,730.00	\$29,570.00	\$30,400.00	\$31,240.00	\$32,080.00	\$32,910.00	\$33,750.00		\$36,259.9	\$39,885.9	\$44,627.4			
	Yrly	\$58,016.19	\$59,758.40	\$61,505.60	\$63,232.00	\$64,979.20	\$66,726.40	\$68,452.80	\$70,200.00	\$75,420.59	\$82,962.67	\$92,824.99	60%	11%		
24	Hrly	\$29,849.2	\$30,740.00	\$31,640.00	\$32,540.00	\$33,430.00	\$34,330.00	\$35,220.00	\$36,120.00		\$38,804.0	\$42,684.4	\$47,758.7			
	Yrly	\$62,086.34	\$63,939.20	\$65,811.20	\$67,683.20	\$69,534.40	\$71,406.40	\$73,257.60	\$75,129.60	\$80,712.32	\$88,783.55	\$99,338.10	60%	7%		
25	Hrly	\$31,939.9	\$32,900.00	\$33,860.00	\$34,810.00	\$35,770.00	\$36,730.00	\$37,690.00	\$38,650.00		\$41,521.9	\$45,674.1	\$51,103.8			
	Yrly	\$66,434.99	\$68,432.00	\$70,428.80	\$72,404.80	\$74,401.60	\$76,398.40	\$78,395.20	\$80,392.00	\$86,365.55	\$95,002.13	\$106,295.90	60%	7%		
26	Hrly	\$34,175.2	\$35,200.00	\$36,230.00	\$37,250.00	\$38,280.00	\$39,300.00	\$40,330.00	\$41,350.00		\$44,427.8	\$48,870.6	\$54,680.3			
	Yrly	\$71,084.42	\$73,216.00	\$75,358.40	\$77,480.00	\$79,622.40	\$81,744.00	\$83,866.40	\$86,008.00	\$92,409.82	\$101,650.85	\$113,735.02	60%	7%		
27	Hrly	\$36,565.0	\$37,660.00	\$38,760.00	\$39,860.00	\$40,950.00	\$42,050.00	\$43,150.00	\$44,240.00		\$47,534.5	\$52,288.0	\$58,504.0			
	Yrly	\$76,055.20	\$78,332.80	\$80,620.80	\$82,908.80	\$85,176.00	\$87,464.00	\$89,752.00	\$92,019.20	\$98,871.76	\$108,759.04	\$121,688.32	60%	7%		
28	Hrly	\$39,129.7	\$40,300.00	\$41,480.00	\$42,650.00	\$43,830.00	\$45,000.00	\$46,170.00	\$47,350.00		\$50,868.6	\$55,955.5	\$62,607.5			
	Yrly	\$81,389.78	\$83,824.00	\$86,278.40	\$88,712.00	\$91,166.40	\$93,600.00	\$96,033.60	\$98,488.00	\$105,806.69	\$116,387.44	\$130,223.60	60%	7%		
29	Hrly	\$41,869.5	\$43,130.00	\$44,380.00	\$45,640.00	\$46,890.00	\$48,150.00	\$49,410.00	\$50,660.00		\$54,430.3	\$59,873.3	\$66,991.2			
	Yrly	\$87,088.56	\$89,710.40	\$92,310.40	\$94,931.20	\$97,531.20	\$100,152.00	\$102,772.80	\$105,372.80	\$113,215.02	\$124,536.46	\$139,341.70	60%	7%		
30	Hrly	\$44,805.0	\$46,150.00	\$47,490.00	\$48,840.00	\$50,180.00	\$51,530.00	\$52,870.00	\$54,210.00		\$58,246.5	\$64,071.2	\$71,688.0			
	Yrly	\$93,194.40	\$95,992.00	\$98,779.20	\$101,587.20	\$104,374.40	\$107,182.40	\$109,969.60	\$112,756.80	\$121,152.72	\$133,268.10	\$149,111.04	60%	7%		
31	Hrly	\$47,946.5	\$49,380.00	\$50,820.00	\$52,260.00	\$53,700.00	\$55,140.00	\$56,580.00	\$58,020.00		\$62,330.4	\$68,563.4	\$76,714.4			
	Yrly	\$99,728.72	\$102,710.40	\$105,705.60	\$108,700.80	\$111,696.00	\$114,691.20	\$117,686.40	\$120,681.60	\$129,647.23	\$142,611.87	\$159,585.95	60%	7%		
32	Hrly	\$51,304.3	\$52,840.00	\$54,380.00	\$55,920.00	\$57,460.00	\$59,000.00	\$60,540.00	\$62,080.00		\$66,695.6	\$73,365.2	\$82,086.9			
	Yrly	\$106,712.94	\$109,907.20	\$113,110.40	\$116,313.60	\$119,516.80	\$122,720.00	\$125,923.20	\$129,126.40	\$138,726.85	\$152,599.62	\$170,740.75	60%	7%		

L. Brief Guide to Performance Measurement

Performance measurement involves the regular collection of specific information regarding the results of County services. It includes the measurement of the kind of job we are doing, and addresses the effect our efforts are having in our community. A performance measurement system links a department's or agency's mission, goals, objectives and indicators. Performance measurement is used as a management tool:

- To achieve greater organizational performance
- To establish expectations and communicate results
- To evaluate whether goals and objectives are being met
- To measure work efforts and accomplishments
- To establish a link between program performance and resource allocation

In general, a good performance measurement system should be able to provide answers to the following questions.

- What was achieved?
- How efficiently was the work done?
- How were citizens helped by the effort?

Measurement Criteria

Please keep in mind that when developing your own measures they should satisfy the following criteria. They should be:

Valid -- Captures the information intended.

Reliable -- Data required can be replicated (verifiable) and is not susceptible to manipulation.

Relevant -- Relates to objectives. The measures should be significant and beneficial to the office or department, Commissioners Court, public, etc...

Timely -- Timely measurements are reported on a recurring basis, as soon as possible after the events being measured, and provide the background data to easily trace the sources of the measurement.

Focused on controllable facets of performance -- Look for measures that are under your influence.

Comprehensive -- Incorporates significant aspects of the office's operations.

Non-redundant -- Should avoid measuring an impact sufficiently captured by other measures.

Sensitive to data collection cost -- Justifies the cost of collecting and retaining data.

Clearly defined -- Should have clear documented meaning that can be uniformly understood and interpreted.

Indicator Terminology

There are four major types of indicators used for performance measurement: **input**, **output**, **efficiency**, and **outcome**. Each of these types of indicators can be used to illustrate the various aspects of services and programs provided by Travis County. While each of these performance indicators is an important component of performance measurement, outcome indicators focus on the ultimate “why” Travis County provides a particular service, and therefore can offer the most value. The following is a brief description of each indicator with some examples from Fairfax County, Virginia, a leader in performance measurement for county government. The suggested measures below could likely be improved with your department's expertise. Your assigned PBO Analyst welcomes the opportunity to work with you on this topic.

- An **input** indicator is designed to “report the amount of resources, either financial or other (especially personnel), that have been used for a specific service or program.” *Basic examples of this type include **dollars budgeted or staff hours used for a service**.*
- An **output** indicator is used to determine the quantity or number of units that an activity produces or service provides. *Basic examples of this type of measure include **number of detention bed days provided or number of fire incidents responded to**.*
- An **efficiency** indicator is used to determine the ratio between the amount of the output produced and the amount of input it took to produce it. *Basic examples of this type of measure include **cost per juvenile bed day or cost per fire response incident**.*
- An **outcome** indicator is used to determine how well the service provided accomplishes the intended purpose. It is a quantifiable indicator of the benefit of the service or action. However, it should be noted that external forces can sometimes limit managerial control over an intended outcome. *Examples of this type of measure include **percent of juveniles not reconvicted within 12 months or fire deaths per 100,000 population**.*

Looking at each of these types of indicators for a particular service or action can provide a much broader picture for determining whether a service or action is achieving its intended goal.

Basic Methodology to Develop Performance Measures

There are four basic steps in the development of performance measures.

Step 1. Review your mission and goals.

Goals give more specific direction on how an organization will achieve its mission. A goal statement should usually begin with “to” followed by a verb, say what the agency does, identify who will receive the service, and be associated with an outcome indicator (statement of accomplishment). An example of a goal statement is:

To provide children, adults, and families in the Fairfax County community with social, rehabilitative, and correctional programs and services that meet Department of Juvenile Justice minimum service standards and statutory and judicial requirements.

Step 2. Define your objectives.

Objectives are outcome-based statements of what will be accomplished. Ideally, an objective should demonstrate progress toward reaching an organization's goal. An objective should support your goal, show a benefit, and be quantifiable. An example of an objective is:

To increase the number of Juvenile Detention residents with no subsequent criminal petitions within 12 months of case closing.

Step 3. Select your indicators.

Use at least one input, output, efficiency, and outcome indicator for each objective. There is a performance measurement worksheet on page 5 that can be used to develop each indicator. Here are two examples from Fairfax County, Virginia:

Area	Goal	Objective	Input	Output	Efficiency	Outcome
Juvenile Justice	To provide children, adults, and families in the Fairfax County community with social, rehabilitative, and correctional programs and services that meet Department of Juvenile Justice minimum service standards and statutory and judicial requirements	To increase the number of Juvenile Detention residents with no subsequent criminal petitions within 12 months of case closing.	Budget for service or number of staff	Number of detention bed days provided	Cost per bed day	Percent of discharged youth with no new delinquent petitions for one year
Fire Suppression	To prevent fires and release of hazardous materials, loss of life or injury, property loss and hazardous conditions, and to limit the consequences when fire or hazardous materials releases do occur within Fairfax County to ensure public safety, public health and economic growth.	To minimize property damage due to fire loss, while also striving to minimize fire deaths and injuries	Budget for service or number of staff	Number of fire incidents responded to	Cost per incident	Fire deaths per 100,000 population Fire injuries per 100,000 population

Step 4. Implement your system.

The management of a performance measurement system involves collecting, reporting, and monitoring your indicators. This will help you to identify if you are reaching your program's goals and if adjustments are needed.

In closing, this document was intended to provide a brief introduction to performance measurement and its importance. Please note that the performance of a particular service or program should not be judged on any one measure nor is there always only one ideal outcome. Instead the ultimate "end" often includes competing goals, such as quantity vs. quality with the more important of the two not always clear. Given that our work makes a difference in our community, it should be measured and communicated. We hope that the information provided through performance measurement will assist Travis County in providing efficient and effective services and programs.

The resources used to create this document are cited below. There are numerous additional resources available on this subject. Please contact your Planning and Budget Analyst if you have any questions, wish assistance to further develop and refine your performance measures, or would like additional research material on this topic.

RESOURCES

Fairfax County, Virginia. A Manual for Performance Measurement.
http://www.co.fairfax.va.us/gov/omb/Basic_Manual.pdf

Fairfax County, Virginia. Manual for Data Collection for Performance Measurement.
http://www.co.fairfax.va.us/gov/omb/Data_Collection_Manual.pdf

Fairfax County, Virginia. "Performance Measurement Training Slideshow."
http://www.co.fairfax.va.us/gov/omb/training_slides/Agency_2003.pdf

Government Finance Officers Association (GFOA). Performance Management: Using Performance Measurement for Decision Making (2002) – Updated Performance Measures (1994). **<http://www.gfoa.org/services/rp/budget/budget-performance-management.pdf>**

State Auditor's Office. Guide To Performance Management (2000 Edition)
<http://www.sao.state.tx.us/Resources/Manuals/prfmguide/guide2000.pdf>

12

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 10 AM 9:33

Please consider the following item for:

09-15-09

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

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

- a) Grant contract with the Criminal Justice Division of the Governor's Office to continue offering specialized drug treatment services to two specific populations as part of the Criminal Courts' Drug Court/SHORT Program.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

9/15/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2009

*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 Amount	County Match	FTEs	Notes	Page #	ARRA
Contracts								
a 24	Drug Diversion Court	9/1/2009 - 8/31/2010	\$176,045		1	1	20	

Notes:

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

FY 2009 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been made and 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 page XXX.

Dept	Name of Grant	Grant	County	Grant	FTEs	Cm. Ct. Approval
		Amount	Match	Term		Date
58	<i>AmeriCorp</i>	\$301,429	\$281,599	8/1/2009 - 7/31/2010	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000	12/1/2008 - 11/30/2009		11/7/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215	10/1/2008 - 9/30/2009		12/16/2008
45	Young Offender Planning Grant	\$300,000		10/1/2009 - 9/30/2010	3	12/16/2008
19	Family Violence Accelerated Prosecution Program	\$98,842	\$53,223	9/1/2009 - 8/31/2010	1.39	1/6/2009
45	Parent Project	\$31,110		9/1/2009 - 8/31/2010		2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	9/1/2009 - 8/31/2010	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry Program	\$14,386		9/1/2009 - 8/31/2010		2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000		9/1/2009 - 8/31/2010		3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	10/1/2009 - 9/30/2011	2	3/10/2009

2

45	FY 10 BJA Mental Health Court Collaboration- COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	10/1/2009 - 9/30/2011	2	3/10/2009
37	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	\$495,000		3/1/2009 - 9/30/2012		4/7/2009
45	National School Lunch Program/School Breakfast Program	\$250,000		7/1/2009 - 6/30/2010		4/7/2009
39	<i>Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)</i>	\$373,517		8/1/2009 - 7/31/2011	6	4/14/2009
55	Second Chance Act: Prisoner Reentry Initiative Grant	\$176,240	\$175,738	10/1/2009 - 9/30/2010	3	4/14/2009
45	<i>Travis County Mentoring Project (ARRA)</i>	\$498,467		10/1/2009 - 9/31/2013	1.5	4/14/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049		9/1/2009 - 8/31/2011	1	4/14/2009
45	Drug Court/In-Home Family Services Grant	\$175,000		9/1/2009 - 8/31/2010		4/21/2009
45	<i>Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)</i>	\$537,459		10/1/2009 - 9/30/2011	3	4/21/2009
24	Drug Diversion Court	\$187,952		9/1/2009 - 8/31/2010	1	4/21/2009
59	Travis County STAR Flight Equipment Enhancement	\$283,926		10/1/2009 - 9/30/2010		4/28/2009
37	State Criminal Alien Assistance Program - SCAAP 09	\$37,368,877		7/1/2007 - 6/30/2008		4/28/2009

6

47	Homeland Security Grant for Videoconferencing Network	\$260,686.41		7/1/2009 - 7/1/2011		4/28/2009
23	Victim Coordinator and Liaison Grant	\$78,000		9/1/2009 - 8/31/2011		4/28/2009
39	Travis County Adult Probation DWI Court	\$210,315		9/1/2009 - 8/31/2010	1	4/28/2009
58	<i>Parenting in Recovery</i>	\$500,000	\$125,000	9/30/2009 - 9/29/2010	1	4/28/2009
22	Family Drug Treatment Court	\$161,568		9/1/2009 - 8/31/2010	2	4/28/2009
45	<i>Juvenile Treatment Drug Court Enhancement Grant from OJJDP</i>	\$424,979	\$141,667	10/1/2009 - 9/30/2013	2.5	5/5/2009
45	<i>Juvenile Treatment Drug Court Enhancement Grant from CSAT</i>	\$799,379	\$0	10/1/2009 - 9/30/2013	0	5/5/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$634,131	\$324,862	9/1/2009 - 8/31/2010	12	5/5/2009
45	National School Lunch Program/School Breakfast Program-annual renewal	\$250,000		7/1/2009 - 6/30/2010		5/12/2009
40	Offender Reentry Program (Short Title: ORP)	\$400,000		10/1/2009 - 9/30/2010	2	5/19/2009
55	<i>Travis County Management Strategy for Criminal Justice (ARRA)</i>	\$877,234		10/1/2009 - 9/30/2010	4	5/26/2009
49	Onion Creek Greenway - Urban Outdoor Recreation Grant	\$1,000,000	1,000,000	8/21/2008 - 8/20/2011		5/26/2009
37	COPS FY 2009 Technology Program - Firing Range Phase IIa	\$300,000		10/1/2009 - 9/30/2012		5/26/2009
58	<i>Community Development Block Grant (ARRA) CDBG-R</i>	\$226,300		TBD- 9/30/12		6/2/2009
45	Second Chance Juvenile Mentoring Initiative	\$624,148	\$208,049	10/1/2009 - 9/30/2012	3.1	6/9/2009

55	<i>National Initiatives: Adjudication Program</i>	\$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	<i>ARRA Texas Weatherization Assistance Program</i>	\$4,498,894		8/1/2009 - 7/31/2011		6/23/2009
14	<i>Energy Efficiency and Conservation Block Grants - Recovery</i>	\$2,207,900		10/2009 - 04/2011		6/23/2009
45	Residential Substance Abuse Treatment Program	\$102,888	\$34,296	10/1/2009 - 9/30/2010	1.58	6/30/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	\$100,000		6/1/2009 - 9/30/2012		7/14/2009
55	Office of Child Representation	\$180,466	\$492,534	10/1/2009 - 9/30/2010	8	7/21/2009
55	Office of Parent Representation	\$187,455	\$485,545	10/1/2009 - 9/30/2010	8	7/21/2009
49	FY10 HCP Land Acquisition Assistance Grant	\$4,197,463	\$2,798,309	12/1/2009 - 11/31/2012		8/4/2009
24	Drug Diversion Court	\$176,045		9/1/2009 - 8/31/2010	1	8/4/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800	9/1/2009 - 8/31/2010		8/11/2009
37	FY 2010 State Homeland Security Program - TCSO	\$368,452.50	\$122,817.50	10/01/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security program	\$10,125.00	\$3,375.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$22,500.00	\$7,500.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$15,675.00	\$5,225.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$14,985.00	\$4,995.00	10/1/2010 - 11/30/2012		8/25/2009

47	Homeland Security Grant Program - State Homeland Security Program	\$31,050.00	\$10,350.00	10/1/2010 - 11/30/2012	8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$11,250.00	\$3,750.00	10/1/2010 - 11/30/2012	8/25/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000.00		10/24/2009 - 10/24/2009	8/25/2009
		<u>\$60,856,205</u>	<u>\$6,482,522</u>		73.07

The following is a list of grants that have been received by Travis County since October 1, 2008

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

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Grant Term	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200				10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		8/1/2007 - 7/31/2008	16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358		9/1/2008 - 8/31/2009		11/4/2008
58	<i>Parenting in Recovery</i>	\$500,000	\$91,203		9/30/2008 - 9/29/2009	1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320			10/1/2008 - 9/30/2010		11/4/2008
37	Internal Affairs Software Upgrade	\$50,000			9/1/2008 - 5/31/2009		11/7/2008
37	Office of Community Oriented Policing Program	\$350,738			12/26/2007 - 12/31/2010		11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273			7/1/2006 - 6/30/2007		11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			10/1/2008 - 9/30/2009	1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			9/1/2008 - 8/31/2009	0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			9/1/2007 - 8/31/2010	0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding	\$100,000			12/1/2008 - 11/30/2009		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy Efficiency Program	\$20,000			12/1/2008- 11/30/2009		12/2/2008

7

58 Last updated 9-10-09 at 3:12pm

58	At-Risk Employment and Training Service (Stand Down Grant)	\$7,000		11/15/2008 - 11/16/2008		12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000	3/27/2007 - 1/31/2009		12/16/2008
58	RSVP	\$61,281	\$6,128	10/1/2008 - 9/30/2009	0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800	9/1/2008 - 8/31/2009		12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955		9/1/2008 - 1/15/2011	1	12/30/2008
23	<i>Interlocal Agreement for the Austin/Travis County Family Violence Protection Team</i>	\$685,586		10/1/2008 - 9/30/2010	4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000		10/18/2005 - 2/28/2009		1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859		10/1/2008 - 9/30/2009		2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002		10/1/2008 - 9/30/2010		2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666	9/1/2006 - 9/30/2009	1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988	8/1/2008 - 8/31/2009	1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$4,000		10/1/2008 - 9/30/2009	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014		1/1/2008 - 12/31/2008		2/17/2009
24	Drug Diversion Court	\$160,041		9/1/2008 - 8/31/2009	1	2/17/2009
22	Drug Court (State) Program	\$98,500		9/1/2008 - 8/31/2009	1	2/17/2009
37	Sheriff's Combined Auto Theft Task Force (SCATTF)	\$66,077		2/1/2009 - 8/31/2009		2/24/2009
58	Oncor Weatherization Project Amendment One	\$32,259		11/1/2008 - 10/31/2009		2/24/2009

49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653		9/5/2008 - 7/31/2009		3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452	10/1/2007 - 9/30/2008	2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773		1/1/2009 - 12/31/2009		3/24/2009
23	Title IV-E Legal Administration	\$1,739,164		9/1/2008 - 9/30/2009		3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	\$1,000,000	8/21/2008 - 8/20/2011		3/31/2009
58	Casey Family Programs Community and Family Reintegration Project	\$70,000		3/1/2009 - 1/1/2010		4/7/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000		10/1/2008 - 8/31/2009		4/14/2009
58	ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project	\$89,028		4/1/2009 - 11/30/2010	1	4/28/2009
45		\$41,800		11/1/2007 - 9/30/2009	0.5	4/28/2009
17	Court Order Parent Education Project (COPE)					
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$5,000	\$5,000	10/1/2008 - 9/30/2010		5/5/2009
55	Travis County Mental Health Public Defenders Office	\$250,000	\$375,000	10/1/2009 - 9/30/2010	8	5/5/2009
58	AmeriCorps	\$224,172	\$211,826	8/1/2006 - 7/31/2007	16	5/5/2009
58	AmeriCorps	\$228,120	\$223,358	8/1/2007 - 7/31/2008	16	5/5/2009
22	Drug/Specialty Courts Training Stipends	\$16,200		9/1/2009 - 8/31/2010		5/5/2009
24	Training for Drug Courts	\$8,100		5/1/2009 - 9/30/2009		5/5/2009
39	Drug/Specialty Courts Training Stipend-Travis County Adult Probation DWI	See Note		6/22/2009 - 9/26/2009		5/5/2009

Last Updated 9-10-09 at 3:12pm

49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	\$816,543.14		5/6/2008 - 8/31/2010		5/26/2009
58	Comprehensive Energy Assistance Program (CEAP)	\$3,098,477		1/1/2009 - 12/31/2009		5/26/2009
45	USDA School Commodities Program	\$12,600		7/1/2009 - 6/30/2010		6/30/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	\$40,554		04/01/2009 - 12/31/2009		7/7/2009
58	AmeriCorps	\$228,040	\$225,977	8/1/2008 - 7/31/2009	16	7/7/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$634,131	\$324,862	9/1/2009 - 8/31/2010	12	7/14/2009
58	DOE Weatherization Assistance Program	\$169,371		4/1/2009 - 3/31/2010		7/21/2009
58	LIHEAP Weatherization Assistance Program	\$598,300		4/1/2009 - 3/31/2010		7/21/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000		9/1/2009 - 8/31/2010		7/28/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,845.20		9/1/2008 - 8/31/2009	0.25	7/28/2009
45	Integrated Child Support System Cooperative Agreement	\$154,322		7/1/2008 - 8/31/2009		8/4/2009
49	Local Transportation Project - Advanced Funding Agreement (ARRA)	\$687,047		\$13,741 10/1/2009 - 5/31/2010		8/11/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049		9/1/2009 - 8/31/2011	1	8/11/2009
45	Community Resource Coordinator Contract	\$69,587		9/1/2009 - 8/31/2010	1	8/11/2009
49	Reimers Ranch Recreational Trails	\$100,000	\$54,560	1/2007 - 8/31/2010		8/11/2009

Last Updated 9-10-09 at 3:12pm

58	2009 Phase 2/ Emergency Food and Shelter Program Additional Funding	\$122,573		1/1/2009 - 12/31/2009	8/11/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$34,759		9/1/2008 - 1/15/2011	8/18/2009
58	AmeriCorps	\$298,238	\$281,606	8/1/2009 - 7/31/2010	20 8/18/2009
12	SAVNS Statewide Automated Victim Notification Service	\$25,817.00		9/1/2009 - 8/31/2010	8/25/2009
45	Access and Visitation	\$47,348.00	\$5,400.00	9/1/2008 - 8/31/2010	8/25/2009
23	Title IV-E Legal Administration	\$1,478,416		10/1/2009 - 9/30/2010	9/1/2009
39	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Enhancing Southern Border Jails, Community Corrections, and Detention Operations	\$287,500		7/1/2009 - 6/30/2011	9/1/2009
45	Integrated Child Support System Cooperative Agreement	\$400,890		9/1/2009 - 8/31/2011	9/1/2009
		\$20,141,120	\$3,304,223	\$19,141	123.00

FY 2009 Grants Summary Report

Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office					
		\$ 330,776	\$ 44,224		8.00	10/7/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	
						2/17/2009
22	Drug Court Program	\$65,665.96			1	
						2/17/2009

58	Oncor Weatherization Project Amendment One	\$32,259			
					2/24/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$66,077			
					2/24/2009
<hr/>					
Total Outstanding					
		\$ 596,442	\$ 142,560	9.75	

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
58	AmeriCorps	\$301,236	\$281,606		20		6/30/2009

22	Drug Court (State) Program	\$98,500	1	8/18/2009
24	Drug Diversion Court	\$176,045		
			1	8/18/2009
	Total	\$1,337,596.25	\$ 281,606	27.00
	Outstanding			

2

TRAVIS COUNTY FY 09 - FY 13 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. Applicable grant contracts approved in FY 08 with a FY 09 grant term are also shown below.

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

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		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
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
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 potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 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 potential savings.	\$ 300,000	\$ 304,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
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 supplant 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 Pot 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	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2009 Phase 2P ARRA Emergency Food and Shelter Program. Last updated 9-10-09 at 2:12pm

Health and Human Services	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.	\$ 40,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -
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
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
		\$ 3,069,619	\$ 1,161,189	\$ 3,424,567	\$ 883,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627

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	
	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)	\$ 123,750	\$ -	\$ 2,695,239	\$ -	\$ 2,698,487	\$ -	\$ 453,866	\$ -	\$ 246,907	\$ 47,448
Approved Contracts	\$ 3,069,619	\$ 1,161,189	\$ 3,424,567	\$ 883,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627
Combined Totals	\$ 3,193,369	\$ 1,161,189	\$ 6,119,806	\$ 883,626	\$ 5,074,707	\$ 1,108,627	\$ 2,461,336	\$ 1,233,627	\$ 1,754,377	\$ 1,781,075

TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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.

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

Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		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
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 and Manor Police Department).	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ -
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		\$ -		\$ -		\$ -
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,249,447	TBD	\$ 2,249,447	TBD		\$ -		\$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from OJJD. Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -

TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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.

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

Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		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
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	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -
		\$123,750	\$0	\$2,695,239	\$0	\$2,698,487	\$0	\$453,866	\$0	\$246,907	\$47,448

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:	Criminal Courts - Drug Court #2430
Contact Person:	Debra Hale
Title:	Court Management Director
Phone Number:	(512) 854-9432

Grant Title:	Drug Diversion Court		
Grant Period:	From:	9/1/2009	To: 8/31/2010
Grantor:	Office of the Governor Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	\$57,682	0	0	0	\$57,682
Operating:	0	\$114,911	0	0	0	\$114,911
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	\$3,452	0	0	0	\$3,452
Total:	0	\$176,045	0	0	0	\$176,045
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/30/09	9/30/09	
Applicable Depart. Measures						
# of people assessed for eligibility to participate in the program.	2,380	604	1,190	1936	2,380 Proj.	2,380
# of new enrollments in the program.	148	37	74	120	148 Proj.	148
# of participants that have graduated from the program.	58	13	29	56	68 Proj.	68
Measures For Grant						
Provide intensive case management for African Amercian participants.	50	50	50	50	50 Proj.	50
Provide intensive case management for dually diagnosed participants.	25	25	25	25	25 Proj.	25

Auditor's Office Contract Approval: x **Staff Initials:** NS

Auditor's Office Comments: N/A

County Attorney's Office Contract Approval: PENDING **Staff Initials:** JC

County Attorney's Office Comments:

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR (funded through the general fund).

Travis County Resolution FY10 Drug Diversion Court Grant

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Drug Diversion Court be operated during FY10; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves acceptance of the grant award for the Drug Diversion Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: SF-10-A10-16043-09

22



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 01, 2009

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
509 W. 11th Street Room 2.700
Austin, Texas 78701

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett", with a stylized flourish at the end.

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-10-A10-16043-09
Program Fund: SF-00.421 State Criminal Justice Planning (421) Fund
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Diversion Court
Grant Period: 09/01/2009 - 08/31/2010
Liquidation Date: 11/29/2010
Date Awarded: September 01, 20
CJD Grant Manager: Scott Hutchinson

CJD Award Amount:	\$176,045.00
Grantee Cash Match:	\$0.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$176,045.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

- ¹ Other Condition of Funding. A revised resolution from the governing body with Judge Biscoe's signature will need to be scanned and uploaded into e-Grants.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 01, 2009

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Grantees whose approved budget contains line item(s) related to overtime for grantee agency personnel must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. CJD will monitor overtime expenditures based on this policy.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

13

Travis County Commissioners Court Agenda Request

Voting Session September 15, 2009
(Date)

Work Session _____
(Date)

I. Request made by:

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

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$765,056.86, for the period of August 28, 2009 to September 3, 2009.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

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

III. Required Authorizations: Checked if applicable:

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

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 10 AM 9:46

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 15, 2009

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: August 28, 2009 to September 3, 2009

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$765,056.86

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 \$765,056.86.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
AUGUST 28, 2009 TO SEPTEMBER 3, 2009

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 15, 2009
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: August 28, 2009
 TO: September 3, 2009

REIMBURSEMENT REQUESTED: **\$ 765,056.86**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,245,707.11
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 8, 2009	\$ (480,650.42)
Adjust to balance per UHC	\$ -
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 765,056.86
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 765,056.86</u>

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

All claims over \$25,000 (1 this week totaling \$29,357.00) 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 (\$110,448.57) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$52,133.10.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

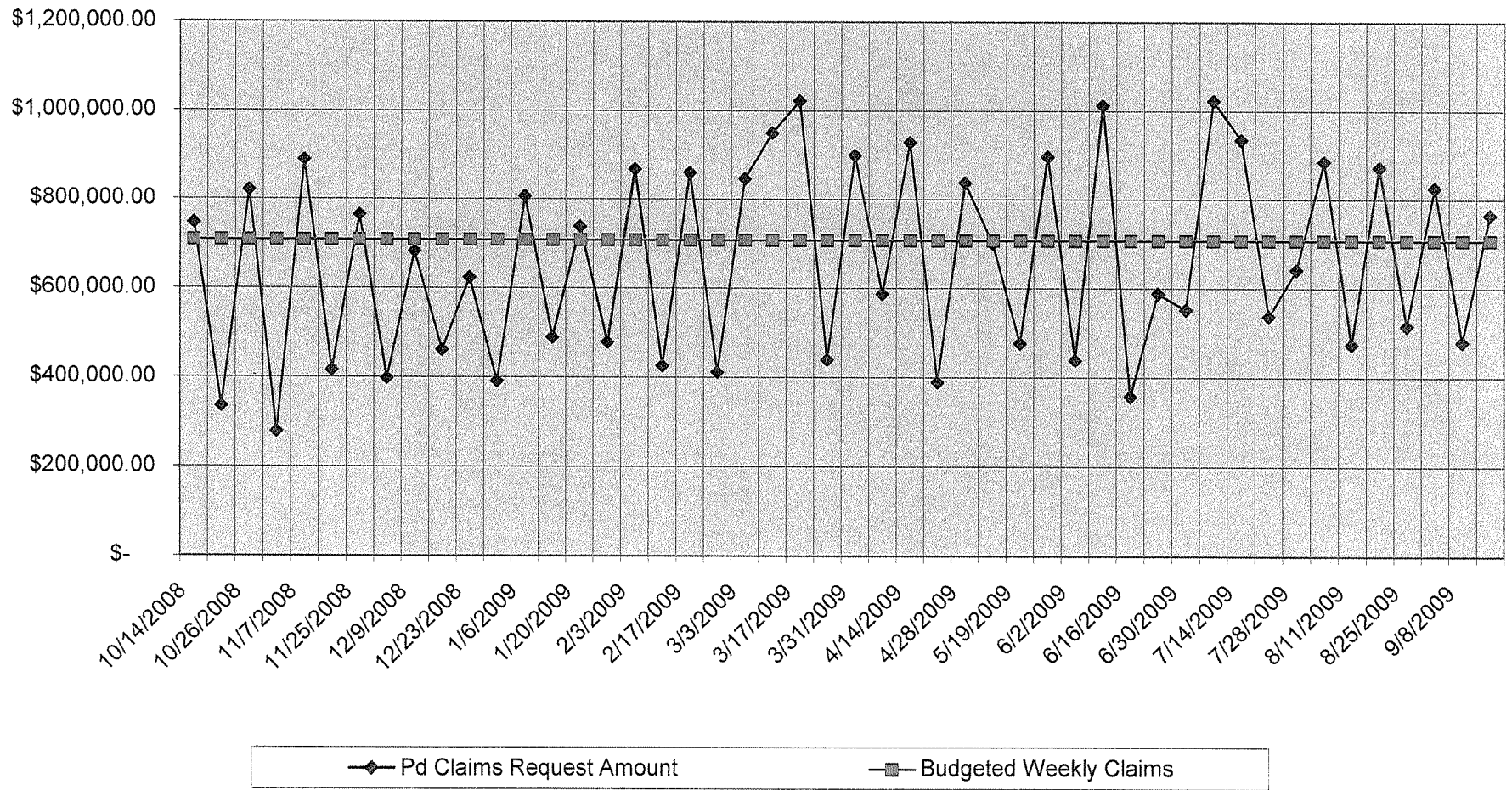
Dan Mansour 9-10-09
 Dan Mansour, Risk Manager Date

Cindy Purinton 9-9-09
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 9/9/09
 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 BENEFIT PLAN FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14
3/13/09-3/19/09	3/31/2009	\$ 899,860.53	\$ 708,314.75	3	\$ 101,988.57
3/20/09-3/26/09	4/7/2009	\$ 586,930.54	\$ 708,314.75	4	\$ 176,607.27
3/27/09-4/2/09	4/14/2009	\$ 929,174.88	\$ 708,314.75	3	\$ 147,837.16
4/3/09-4/9/2009	4/21/2009	\$ 389,720.20	\$ 708,314.75	0	\$ -
4/10/09-4/16/09	4/28/2009	\$ 838,227.39	\$ 708,314.75	1	\$ 133,806.69
4/24/09-4/30/09	5/12/2009	\$ 701,327.76	\$ 708,314.75	2	\$ 88,216.00
5/1/09-5/7/09	5/19/2009	\$ 477,613.64	\$ 708,314.75	1	\$ 32,510.00
5/8/09-5/14/09	5/26/2009	\$ 897,124.15	\$ 708,314.75	4	\$ 128,854.65
5/15/09-5/21/09	6/2/2009	\$ 439,358.39	\$ 708,314.75	2	\$ 124,232.04
5/22/09-5/28/09	6/9/2009	\$ 1,013,698.31	\$ 708,314.75	6	\$ 269,038.76
5/29/09-6/4/09	6/16/2009	\$ 358,482.12	\$ 708,314.75	3	\$ 108,717.80
6/5/09-6/11/09	6/23/2009	\$ 588,414.70	\$ 708,314.75	1	\$ 73,953.50
6/12/09-6/18/09	6/30/2009	\$ 552,669.33	\$ 708,314.75	2	\$ 120,205.56
6/19/09-6/25/09	7/7/2009	\$ 1,023,641.46	\$ 708,314.75	3	\$ 262,112.30
6/26/09-7/2/09	7/14/2009	\$ 935,349.68	\$ 708,314.75	3	\$ 11,992.87
7/3/09-7/9/09	7/21/2009	\$ 537,585.76	\$ 708,314.75	3	\$ 157,067.61
7/10/09-7/16/09	7/28/2009	\$ 641,691.60	\$ 708,314.75	4	\$ 176,175.78
7/17/09-7/23/09	8/4/2009	\$ 885,761.53	\$ 708,314.75	1	\$ 47,338.30
7/24/09-7/30/09	8/11/2009	\$ 475,109.52	\$ 708,314.75	1	\$ 51,607.41
7/31/09-8/6/09	8/18/2009	\$ 872,998.39	\$ 708,314.75	4	\$ 144,890.30
8/7/09-8/13/09	8/25/2009	\$ 516,025.43	\$ 708,314.75	0	\$ -
8/14/09-8/20/09	9/1/2009	\$ 826,948.05	\$ 708,314.75	2	\$ 65,470.03
8/21/09-8/27/09	9/8/2009	\$ 480,650.42	\$ 708,314.75	2	\$ 71,776.54
8/28/09-9/3/09	9/15/2009	\$ 765,056.86	\$ 708,314.75	1	\$ 29,357.00
Paid and Budgeted Claims - to date		\$ 31,781,946.06	\$ 33,999,108.00		
Amount Under Budget			\$ (2,217,161.94)		
Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.					

Last Updated 9-10-09 at 3:12pm

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 9/4/2009 6:45 AM
Subject: UHC BANKING REPTS/C

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY
 ACCORDING TO THE LABOR DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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: 2009-09-04 REQUEST AMOUNT: \$1,245,707.11

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: 2009-09-03 \$770,807.11
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,167,910.89

+ CURRENT DAY NET CHARGE: \$77,796.22
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,245,707.11

ACTIVITY FOR WORK DAY: 2009-08-28

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$366,382.83	\$00.00	\$366,382.83
TOTAL:	\$366,382.83	\$00.00	\$366,382.83

ACTIVITY FOR WORK DAY: 2009-08-31

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$162,325.76	\$00.00	\$162,325.76

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_09_03

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	-11.45	NN	SSN0000C	AL	0	8/27/2009	600	9/2/2009	9/3/2009
701254	632	-15.8	NN	SSN0000C	AL	0	8/28/2009	600	9/3/2009	9/3/2009
701254	632	-31.77	NN	SSN0000C	AL	0	8/28/2009	600	9/3/2009	9/3/2009
701254	632	-32.97	Q6	55864002	A	11	8/29/2009	50	9/4/2009	9/3/2009
701254	632	-63.96	RC	86743521	AH	6	8/26/2009	50	9/1/2009	9/3/2009
701254	632	-101.23	RA	65300694	AI	2	8/27/2009	50	9/2/2009	9/3/2009
701254	632	-124.88	NN	SSN0000C	AL	0	8/31/2009	600	9/4/2009	9/3/2009
701254	632	-158.5	NN	SSN0000C	AL	0	8/31/2009	600	9/4/2009	9/3/2009
701254	632	-162.25	NN	SSN0000C	AL	0	8/31/2009	600	9/4/2009	9/3/2009
701254	632	-163.76	NN	SSN0000C	AL	0	8/26/2009	600	9/1/2009	9/3/2009
701254	632	-365	UX	64576461	AA	1	8/29/2009	50	9/4/2009	9/3/2009
701254	632	-404.08	NN	SSN0000C	AL	0	8/28/2009	600	9/3/2009	9/3/2009
701254	632	-479.86	UU	83316341	A	3	8/27/2009	50	9/2/2009	9/3/2009
701254	632	-660.45	NN	SSN0000C	AL	0	8/28/2009	600	9/3/2009	9/3/2009
701254	632	-704.42	NN	SSN0000C	AL	0	8/28/2009	600	9/3/2009	9/3/2009
701254	632	-709.01	UX	56867873	AH	1	8/26/2009	50	9/1/2009	9/3/2009
701254	632	-1144.31	NN	SSN0000C	AL	0	8/31/2009	600	9/4/2009	9/3/2009
701254	632	-17429.18	NN	SSN0000C	AL	0	8/31/2009	600	9/4/2009	9/3/2009
701254	632	-29357	NN	SSN0000C	AL	0	8/28/2009	600	9/3/2009	9/3/2009

765,056.86

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/03/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	------------------------	-----------------	-----------------------	-------------------

Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/3/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	113,486.40
	RR	
	526-1145-522.45-29	40,528.26
Total CEPO		\$154,014.66
EPO		
	EE	
	526-1145-522.45-20	178,539.47
	RR	
	526-1145-522.45-21	30,449.69
Total EPO		\$208,989.16
PPO		
	EE	
	526-1145-522.45-25	328,375.09
	RR	
	526-1145-522.45-26	73,677.95
Total PPO		\$402,053.04
Grand Total		\$765,056.86

14

Travis County Commissioners Court Agenda Request

Voting Session 9/15/09
(Date)

Work Session _____
(Date)

I. Request made by:


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

Routine Personnel Actions

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

II. Additional Information

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

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

September 15, 2009

ITEM # :

DATE: September 4, 2009

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

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

FROM: Todd L. Osburn, Compensation Manager, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

RAE/TLO/clr

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
Fac Mgmt	136	Plumber	13 / \$33,654.00	13 / \$33,654.00
HHS	174	Interpreter* **	20 / Level 3 / \$25,802.40	20 / Level 3 / \$25,802.40
JP Pct 2	31	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Pretrial Services	12	Pretrial Officer I	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
Sheriff	1636	Security Coord	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Co Agricultural Ext Serv	20020	Office Asst	8 / \$11.25	8 / \$11.25	02
Fac Mgmt	50083	Building Ops Worker	10 / \$11.58	10 / \$11.58	05
Tax Collector	50057	Administrative Asst I	11 / \$12.39	11 / \$12.39	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	455	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	835	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1411	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1554	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slots 84 & 55 / Law Clerk I / Grd 14 / Full-time \$32,503.12	County Atty	Slot 84 / Law Clerk I / Grd 14 / Part-time \$16,251.56	Status change from full-time to part-time (40 hrs to 20 hrs).
County Clerk	Slot 31 / Court Clerk I / Grd 13 / \$34,912.52	Pretrial Services	Slot 76 / Pretrial Officer I / Grd 15 / \$35,796.80	Promotion. Pay is between min and midpoint of pay grade.
Criminal Justice Planning	Slot 64 / Legal Secretary / Grd 15 / \$33,764.43	Criminal Justice Planning	Slot 54 / Paralegal* / Grd 17 / \$38,648.90	Promotion. Pay is at minimum of pay grade.
Fac Mgmt	Slot 32 / Custodian Lead / Grd 7 / \$27,249.07	Fac Mgmt	Slot 36 / Groundskeeper / Grd 7 / \$27,249.07	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Fac Mgmt	Slot 36 / Groundskeeper / Grd 7 / \$25,860.02	Fac Mgmt	Slot 62 / Groundskeeper Supv / Grd 10 / \$28,412.80	Promotion. Pay is between min and midpoint of pay grade.
Tax Collector	Slot 131 / Tax Specialist I / Grd 12 / \$29,292.00	Tax Collector	Slot 84 / Tax Specialist I* / Grd 12 / \$29,292.00	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: September 15, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON PURCHASE CONTRACT OFFER FROM THE CITY OF AUSTIN TO SELL APPROXIMATELY 79 ACRES OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN FOR PARK PURPOSES.

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.

John Hille, x49642	
Roger El Khoury, x49661	

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP - 8 PM 4-15

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

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

PURCHASE AND SALE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made by and between **Travis County**, Texas ("**Seller**"), and the **City of Austin**, a home-rule municipal corporation situated in the Counties of Travis, Williamson and Hays, ("**Buyer**"), a Texas municipal corporation.

I.

Sale and Purchase; Property

1.01 **Sale and Purchase.** Seller hereby sells and agrees to convey unto Buyer, and Buyer hereby agrees to purchase from Seller, for the price and subject to the provisions herein set forth:

(a) The two tracts of land and two easements (the "**Land**") described as follows:

Tract 1: Approximately 9.20 acres of land, more or less, out of the P. MCELROY SURVEY NO. 18, ABS. 16, and being a portion of the property described in the deed of records in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, more particularly described on **Exhibit "A-1"** attached hereto and made a part hereof for all purposes, including all improvements thereon; and

Tract 2: Approximately 63.83 acres of land, more or less, out of the P. MCELROY SURVEY NO. 18, ABS. 16, and being a portion of the property described in the deed of records in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, more particularly described on **Exhibit "A-2"** attached hereto and made a part hereof for all purposes, including all improvements thereon.

Tract 3: 12 foot easement for ingress and egress on, over, and along the Southwest boundary of the 54.019 acres described in the deed recorded in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, for access to and from Tracts 1 and 2 above, to be more particularly described on **Exhibit "A-3"** attached hereto and made a part hereof for all purposes.

Tract 4: Non-exclusive easement for ingress and egress on, over, and along the 100' right of way portion of the 95.04 acre tract, for access to and from that certain 140.96 acre tract, being a portion of Tracts 1 and 2 above, described in the deed recorded in Volume 12257, Page 911, of the Real Property Records of

Travis County, Texas, and more particularly described on Exhibit "A-4" attached hereto and made a part hereof for all purposes.

Exclusively as to Tracts 1 and 2, Nonexclusively as to Tracts 3 and 4
(b) All right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land, to the centerline of such street, road or access way; and

(c) All other rights and appurtenances belonging or in any way pertaining to the Land, including without limitation, mineral rights and royalty interests owned by Seller, easements, development rights, wastewater rights and all other rights.

STB
8A

The Land and all appurtenances thereto described in this Section 1.01 are hereinafter collectively called the "**Property**".

II. Consideration

2.01 Purchase Price. The purchase price (the "**Purchase Price**") to be paid by Buyer to Seller for the sale and conveyance of the Property will be \$404,384.00. The Purchase Price will be payable to Seller at the closing of the transaction contemplated hereby (the "**Closing**") by wire transfer or other timely acceptable method to transfer the funds to the Title Company.

2.02 Earnest Money. Buyer will deposit with Independence Title Company, Attn: Laura Brookshire, 9442 N. Capital of Texas Hwy., Plaza II, Ste. 200, Austin, Texas 78759 (the "**Title Company**") the amount of \$40,000.00 (the "**Earnest Money**") within 7 business days after Effective Date (defined in Section 7.03 below). Within two business days following its receipt of the Earnest Money, the Title Company shall deliver \$5,000.00 of the Earnest Money to Seller as Independent Consideration for this Agreement (the "**Independent Consideration**"). The Independent Consideration is nonrefundable (except in the event of a default by Seller), but will be applied as a credit to the Purchase Price at Closing.

III. Title and Survey

3.01 Survey.

(a) Within 45 days after the Effective Date, Seller will at ~~Buyer's~~ ^{*Sellers*} sole cost and expense have Seller's current survey of the Property updated and deliver or cause to be delivered to Buyer and the Title Company a copy of a current on-the-ground survey prepared by MWM Design Group, which complies with this paragraph (the "**Survey**") of the Property made by a duly licensed surveyor reasonably acceptable to Buyer and in a form acceptable to Buyer and the Title Company. The additional expense to delete the Survey exception (except as to shortages in area) will be paid by Buyer, if Buyer so chooses. The Survey must: (i) be a Category 1-A Land Title Survey, as specified by the latest edition of the Manual of Practice for Land Surveying published by the Texas

Surveyors Association, (ii) be addressed to Buyer and Title Company, (iii) the point of beginning (POB) must reference NAD83 State Plan Coordinates and (iv) include:

- (1) the actual boundaries and dimensions of the Land;
- (2) a metes and bounds description of the Land (unless the Land can be described by reference to a recorded plat);
- (3) the location of any easements, set-back lines, encroachments, overlaps, roadways or waterways;
- (4) the outside boundary lines of all improvements and all fences;
- (5) a certification by the Surveyor to the Buyer and the Title Company: (a) that the Survey was made on the ground, (b) that the Survey is correct, (c) that the Land adjoins a publicly-dedicated roadway, and (d) that there are no discrepancies, conflicts shortages in area, boundary line conflicts, encroachments, or visible or apparent easements, roadways or rights of way, except as shown on the Survey;
- (6) the Surveyor's registered number and seal; and
- (7) identification of any area within the Property that has been designated by the Federal Insurance Administrator, the U.S. Army Corps of Engineers, or any other governmental agency or body as being subject to special flooding hazards, or certification that no such flood hazard area exists on the Property.

The Surveyor's certificate, attached to the Survey, must be in the form attached hereto as **Attachment 1**. Upon delivery of the Survey and approval by Seller, the metes and bounds description of the Land will be automatically incorporated into this Agreement as a revised **Exhibit "A-1", "A-2" and "A-3"**.

(b) Buyer will have 15 days after receipt of the Survey to review and approve same or notify Seller of objections as provided in Section 3.03 below.

3.02 **Title Commitment**. Within 15 days after the Effective Date, Buyer will, at Buyer's sole cost and expense, cause Title Company to furnish to Buyer the following:

(a) a title commitment (the "***Commitment***") covering the Land binding Title Company to issue at Closing an owner's policy of title insurance (the "***Title Policy***") on the standard form promulgated by the Texas Department of Insurance, which policy will be in an amount equal to the Purchase Price and will insure Buyer's fee simple title to the Land be good and indefeasible subject to the terms of such policy;

(b) true, correct, and legible copies of any and all documents and plats, if any, referred to in the Commitment as constituting exceptions or restrictions upon the title of Seller; and

(c)

The standard printed exceptions shall be modified as follows: (i) the exception relating to restrictive covenants will either be deleted or followed by the words "None of record;" (ii) the exception relating to boundaries, etc. will be modified to read "shortages in area;" and (iii) the exception as to taxes shall be modified to refer to taxes for the year in which Closing occurs with the notation "not yet due and payable."

3.03 **Objections.** On or before 15 days after Buyer's receipt of the Commitment, copies of the Schedule B exceptions, Buyer will provide Seller with written notice of any objection to the Commitment, Schedule B exceptions. All objections to the Commitment, Schedule B exceptions or Survey raised by Buyer in the manner herein provided are hereinafter called "***Objections***". Seller will use best efforts to remedy or remove all Objections within 30 days after Seller's receipt of Buyer's notice of such Objections; however, Seller will have no obligation to expend any money with respect to such efforts. In the event Seller is unable to cause the removal of any Objection despite its best efforts within such 30-day period, Buyer may: (a) terminate this Agreement in its entirety by giving Seller written notice, and thereafter neither party will have any further rights, liabilities or obligations hereunder; (b) waive, in writing, any such Objections and close; (c) attempt to cure the Objections to Buyer's satisfaction, and Seller agrees to act in good faith and cooperate with Buyer in such efforts by Buyer (however, Buyer will have no obligation to cure any of the Objections and Seller will have no obligation to expend any money with respect to such cooperation); or (d) extend the period during which Seller has to remedy or remove the Objections up to an additional 30-day period. The term "***Permitted Exceptions***" will include and be limited to: (i) all Schedule B exceptions on the Commitment and all matters reflected on the Survey which are not objected to by Buyer within the period herein provided; (ii) the printed Schedule B exceptions modified in the manner herein provided; and (iii) any Objections which are waived in the manner herein provided. However, the term "***Permitted Exceptions***" when used in the Deed (as defined in Section 6.02) will not include the standard printed Schedule B exceptions in the Title Policy. Items shown on Schedule C of the Commitment will not be considered Permitted Exceptions and will be satisfied on or before Closing or Buyer may terminate this Agreement and be allowed to keep its Earnest Money. In addition, all liens against the Property will be deemed Objections and Seller will cause same to be released or discharged prior to Closing or Buyer may terminate this Agreement and be allowed to keep its Earnest Money. Buyer will take such action as is necessary to keep the Commitment in full force and effect throughout the term of this Agreement and will obtain a revised Commitment dated within 10 days of Closing. Any matters reflected on any updated Commitment or Survey not previously reflected on the original Commitment and Survey tendered to Buyer will be Objections to title giving rise to the same remedies of Buyer contained in this Section.

IV.

Review Period, Conditions, Covenants and Representations

4.01 **Review Period; Termination Date.** For and in consideration of the Independent Consideration and other good and valuable consideration, paid to Seller by Buyer, Seller hereby grants to Buyer the right to terminate this Agreement in accordance with this Section 4.01. Notwithstanding any provision hereof to the contrary, should Buyer determine, in its sole and absolute discretion, that the Property is for any reason not suitable for Buyer's use, Buyer may terminate this Agreement by delivering to Seller written notice of termination on or before 5:00 p.m. Austin time on **November 6, 2009** (as may be extended, the "***Termination Date***"). Buyer will have the unilateral right to a 45 day extension of the Termination Date, which extension may be exercised by Buyer on or before 5:00 o'clock p.m., Austin time, on the Termination Date by delivering written notice of such extension and an extension fee in the amount of **\$5,000.00** to Seller. Such extension fee is non-refundable, and will be applied as a credit to the Purchase Price at Closing. For the purpose of this Section 4.01, notice of termination will be deemed delivered if sent by facsimile to Seller at the fax number set forth below or the fax number of Seller's attorney, within the time period stated, with a copy sent as provided in Section 7.04 of this Agreement. The period following the Effective Date through the Termination Date is hereinafter referred to as the "***Review Period***." Upon termination of this Agreement pursuant to this Section 4.01, neither party hereto will have any further rights, liabilities or obligations hereunder. In the event Buyer terminates this Agreement pursuant to this Section 4.01, Buyer agrees to provide Seller with a copy of any appraisal(s), surveys and environmental site assessments Buyer may have received in connection with the Property.

4.02 **Inspection.** For so long as this Agreement is in effect, Buyer, its agents, employees and representatives may enter upon the Property for the purpose of inspecting the Property and conducting such tests, studies or assessments as may be reasonably required by Buyer. However, all such site visits must be coordinated with Seller. In connection therewith and without limiting the generality of the forgoing, Buyer and Seller acknowledge that Buyer may, at its own cost, conduct or otherwise obtain a Phase 1 environmental site assessment of the Land (but not a Phase II environmental site assessment without Seller's prior written consent) and Seller consents to Buyer's entry upon the Property to obtain such items. To the extent allowed by Texas law, Buyer is responsible for its own proportionate share of any liability for property damage or bodily injury arising out of or connected to its activities under this paragraph 4.02 to the exclusion of any such liability of Seller, as determined by a court of competent jurisdiction. In the event Buyer shall terminate this Agreement during the Review Period, all then existing test and study reports shall be provided to Seller; this provision shall survive the termination of this Agreement.

Seller further agrees to make available to Buyer and to allow Buyer, its authorized agents or representatives, to inspect and make copies of all maps, surveys and development plans and notices and correspondence from governmental entities with respect to the Property, and all books, records, files, reports, and other documents and related items in anyway pertaining to the Property (collectively, the "***Documents***"), if any, which are in Seller's possession or readily available to Seller, except that appraisals, and privileged communications under the

attorney/client privilege are excluded from and shall not be considered review materials hereunder.

4.03 **Conditions Precedent to Buyer's Obligations.** Buyer's obligation to consummate the transaction contemplated under the terms and provisions of this Agreement is expressly subject to the satisfaction of the following conditions as of Closing:

- (a) All of Seller's representations and warranties made herein will continue to be true; and
- (b) Seller will have complied with all of its covenants and obligations hereunder.

If the conditions set forth in this Section 4.03 are not satisfied for any reason, Buyer may, at Buyer's option: (a) terminate this Agreement by giving Seller written notice of such election at Closing, and thereafter neither party shall have any further rights, liabilities or obligations hereunder except as may be provided in Section 5.01; (b) Buyer may waive any of such condition(s) and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or (c) extend the time of Closing for a period of up to 30 days in which to allow Seller to cure such failure, and, if such condition is not satisfied in such period, exercise either of the options set forth above in subpart (a) or (b) of this Section 4.03.

4.04 **Covenants of Seller.** Seller agrees that between the Effective Date and the Closing Date, Seller will:

- (a) not sell, mortgage, pledge, lease, exchange, assign, transfer, convey or otherwise encumber, dispose of or otherwise grant any rights affecting all or any part of the Property, without Buyer's prior written consent;
- (b) not cut or remove any trees or other vegetation from the Property or otherwise take any action to develop, improve or alter the Property, without Buyer's prior written consent; and
- (c) notify Buyer of any legal, political or administrative proceeding instituted or threatened which might have any effect on the Property, its value or the rights to possession of the Property promptly upon Seller's obtaining notice of same.

4.05 **Representations of Seller.** To the best of Seller's knowledge Seller represents and warrants the following:

- (a) The Property has full and free access to and from a dedicated public roadway, and there is no pending or, to the best of Seller's knowledge, any threatened proceeding by any governmental authority or any other fact or condition which might limit or result in the termination of such access.
- (b) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor

relief laws contemplated by, pending, or to the best of Seller's knowledge, threatened against Seller.

(c) The Property does not contain any Hazardous Materials (defined below), underground storage tanks or landfill disposal site and, to the best of Seller's knowledge, the Property has never been used (i) for the storage, transportation, processing or disposal of Hazardous Materials or hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste Disposal Act; or (ii) in such a way as to create any environmental condition that is actionable under any federal, State or local environmental law or regulation.

(d) The persons signing this Agreement as Seller or on behalf of Seller together have the full right, power and authority to enter into this Agreement as Seller and to carry out Seller's obligations, including the conveyance of the Property to Buyer as provided in this Agreement, without the joinder of any other person.

(e) Seller owns and will convey to Buyer at Closing, good, indefeasible title to the Property, free and clear of all conditions, exceptions or reservations, except the Permitted Exceptions.

(f) Except for the Permitted Exceptions, there are no outstanding written or oral leases or agreements relating to the use or possession of the Property and to the best of Seller's knowledge, there are no parties claiming adverse possession of the Property.

(g) There are no special assessments of any kind presently pending against the Property and Seller has not received any notice of any special assessments being contemplated.

(h) No notice of a violation of any Governmental Requirement (defined below) has been issued to Seller and there are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller affecting any portion of the Property or affecting Seller's ability to sell and convey the Property, at law or in equity, or before any governmental authority, including but not limited to, proceedings to enforce the power of eminent domain or condemnation by any governmental authority possessing such powers.

(i) There are no agreements to which Seller is a party or notices that Seller has received which in any way affect any portion of the Property or affect Seller's ability to sell or convey the Property.

By executing and delivering the Deed (defined in Section 6.02), Seller will be deemed to have made the foregoing representations and warranties as of the date of Closing.

As used herein, the term "**Hazardous Materials**" shall mean (i) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any hazardous

substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder (including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject it to regulation under any applicable Governmental Requirements; (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Property is prohibited by any Governmental Requirements; and (vii) any other substance which, by any Governmental Requirements, requires special handling in its collection, storage, treatment or disposal. The term "***Governmental Requirements***" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of any governmental authorities having jurisdiction over the Property.

V. Remedies

5.01 **Buyer's Remedies.** In the event Seller fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its act or failure to act or, at Closing, any of Seller's representations, warranties or covenants contained herein are not true or have been breached, Buyer may, at its option and as its sole and exclusive remedies, either: (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, and thereupon this Agreement will terminate and Buyer will be entitled to the immediate return of the Earnest Money, and thereafter Seller and Buyer will be relieved and released of all further obligations, claims and liabilities hereunder (except Seller's payment of the Earnest Money); (b) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (c) enforce specific performance; (d) if the condition is one which is correctable, extend the time of Closing for a period of up to 30 days and, if such condition is not corrected in such period, exercise any of the remedies set forth in subparts (a), (b) or (c) of this Section 5.01; or (e) be entitled to recover any damages from Seller.

5.02 **Seller's Remedies.** In the event Buyer fails or refuses to timely close the purchase of the Property, Seller not being in default hereunder, Seller may (as its sole remedy) in accordance with the further terms of this paragraph terminate this Agreement and recover the Earnest Money, as liquidated damages, and not as penalty, in full satisfaction of Seller's claims against Buyer hereunder. Seller and Buyer agree that it is difficult to determine the actual amount of Seller's damages arising out of a default by Buyer, but the amount of the Earnest Money is a fair estimate of those damages which has been agreed to by the parties in a sincere effort to make the damages certain.

VI. Closing

6.01 **Closing Date.** This transaction will close (the "***Closing***") at the Title Company's offices on a date (the "***Closing Date***") designated by Buyer to Seller on or before 5:00 p.m. Central Standard Time on **November 20, 2009**, as the same may be extended, and at a time mutually agreed upon by Seller and Buyer.

6.02 **Closing Matters.** At the Closing, (a) Seller will (i) cause the Title Policy to be issued to Buyer containing only the applicable Permitted Exceptions; (ii) execute and deliver to Buyer a special warranty deed (the "***Deed***"), substantially in the form attached hereto as **Attachment 2**, conveying to Buyer good and indefeasible title to the Property, subject only to the Permitted Exceptions (other than the standard exception relating to shortages in area and that portion of the exception relating to taxes that reads "and subsequent assessments for prior years arising out of the change in land usage or ownership"); (iii) deliver to Buyer such evidence of authority to close this Agreement as Buyer and Title Company reasonably requests; (iv) deliver possession of the Property to Buyer; and (v) deliver to Buyer an affidavit certifying that Seller is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1954 and (vi) execute and deliver to Buyer such other documents that may be reasonably required by Buyer or Title Company to consummate the transactions contemplated hereby; and (b) Buyer will (i) deliver the Purchase Price, less the Independent Consideration delivered to Seller pursuant to Section 2.02 and Section 4.01 hereof; and (ii) execute and deliver to Seller such other documents that may be reasonably required by Seller or Title Company to consummate the transactions contemplated hereby.

6.03 **Closing Costs.** Seller shall pay: (i) 1/2 of said escrow fee charged by the Title Company.

Buyer will pay: (i) ~~all costs for the updated Survey~~ ^{Chp for LR}, (ii) the fee for the recording of the Deed, (iii) 1/2 of said escrow fee charged by Title Company, (iv) the cost of the Commitment and Title Policy and (v) the cost of any feasibility tests or studies conducted by Buyer pursuant to Section 4.02 herein. Each party will be responsible for the payment of its own attorney's fees incurred in connection with this transaction.

VII. Miscellaneous

7.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto. There are no other agreements, oral or written, between the parties regarding the Property and this Agreement can be amended only by written agreement signed by the parties hereto and by reference made a part hereof. The recitals and exhibits are incorporated herein for all purposes.

7.02 **Binding.** This Agreement, and the terms, covenants and conditions herein contained, will be covenants running with the Land and will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of each of the parties hereto.

7.03 **Effective Date.** The effective date (the "***Effective Date***") of this Agreement will be the date on which Title Company acknowledges in writing its receipt of the Earnest Money and the fully executed copy of this Agreement. If any date or any period provided in this

Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the first business day following such Saturday, Sunday or legal holiday.

7.04 **Notice.** Any notice, communication, request, reply or advice (severally and collectively referred to as "***Notice***") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the party to be notified at the last address for which that the sender has at the time of mailing, with return receipt requested, (b) by delivering the same to such party, or an agent of such party, or (c) by facsimile properly addressed and machine generated confirmation of receipt is received. Notice deposited in the mail in the manner hereinabove described shall be effective two days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Seller:

Travis County

Roger El-khouiry, Director (27B)
Facilities management
P.O. Box 1748
Austin, Tx 78767
(512) 854-4579

With copy to:

Keith Zimmerman
919 Congress, Suite 830
Austin Tx 78701
512-349-0000

(8TB)

Buyer:

City of Austin
Real Estate Services Division
Contract and Land Management Department
P.O. Box 1088
Austin, Texas 78767-8839
Attn: Junie Marie Plummer
Telephone No.: (512) 974-7085
Fax No.: (512) 974-7088
Email: junie.plummer@ci.austin.tx.us

or

Attn: Marsha L. Schulz
Telephone No.: (512) 974-7075
Email: marsha.schulz@ci.austin.tx.us

With copy to:

City of Austin
Law Department
P.O. Box 1088
Austin, Texas 78767
Attn: Chad Shaw
Telephone No.: (512) 974-2671
Fax No.: (512) 974-2312
Email: chad.shaw@ci.austin.tx.us

The parties hereto will have the right from time to time to change their respective addresses for notice, and each will have the right to specify as its address any other address within the United States of America by at least 5 days written notice to the other party.

7.05 **Condemnation and Litigation.** If, prior to Closing, any governmental or other entity having condemnation authority will institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect offer to purchase or

notice of intent to institute such proceedings) with regard to the Property, or any part thereof, and the same is not withdrawn or dismissed on or before 10 days prior to Closing or such proceeding(s) are adjudicated prior to Closing, Buyer will be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all condemnation or sale proceeds. In the event of termination of this Agreement pursuant to this Section 7.05, neither Buyer nor Seller will have any further rights or obligations hereunder.

7.06 **Utility District.** If the Property is situated within a utility district subject to the provisions of Section 49.452 & 49.453 of the Texas Water Code, then at or prior to the Closing, Seller agrees to give Buyer the written notice required by such statute and Buyer agrees to sign and acknowledge the notice to evidence receipt thereof.

7.07 **Time.** Time is of the essence in all things pertaining to the performance of this Agreement. If any date or any period provided in this Agreement ends on a Saturday, Sunday or a day on which banks are required or permitted to close in Austin, Texas ("***Holiday***"), the applicable period will be extended to the first business day following such Saturday, Sunday or Holiday.

7.08 **Survival of Representations and Warranties.** All representations and warranties made herein by Seller and Buyer shall survive Closing and shall be true and correct on and as of Closing with the same force and effect as if made at that time.

7.09 **Assignment.** This Agreement may not be assigned by the Buyer without the prior written consent of Seller.

7.10 **Obligations.** To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor shall they merge into the various documents executed and delivered at the time of Closing.

7.11 **Notice.** As required by the Texas Real Estate License Act, the agent or agents named above advise the Buyer that Buyer should have the abstract covering the Property examined by an attorney of the Buyer's own selection, or that such Buyer should be furnished with or obtain a policy of title insurance, and by signing this Contract Buyer acknowledges receipt of this notice.

7.12 **Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is performable in Travis County, Texas to the extent permitted by applicable law.

7.13 **Confidentiality.** Seller and Buyer agree that the terms of this Agreement shall be confidential and that neither party will disclose the terms of this Agreement to any person or entity, except only as follows: (a) such disclosures as may be necessary to consummate the terms and provisions of this Agreement; (b) disclosures to the employees, agents, accountants or attorneys of the respective parties; and (c) disclosures as may be required by law, court order, governmental or regulatory reporting requirements, or other similar requirements.

7.14 **Approval.** ANY PROVISION IN THIS CONTRACT TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT THE SELLER'S AND BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE SUBJECT TO THE APPROVAL OF THIS CONTRACT BY THE TRAVIS COUNTY COMMISSIONERS COURT AND THE AUSTIN CITY COUNCIL. BEFORE EXECUTION OF THIS CONTRACT BY SELLER AND BUYER, SELLER AGREES TO PRESENT THIS CONTRACT TO THE TRAVIS COUNTY COMMISSIONERS COURT. BUYER AGREES TO PRESENT THIS CONTRACT TO THE AUSTIN CITY COUNCIL WITHIN THE REVIEW PERIOD. IN THE EVENT APPROVAL OF THIS CONTRACT IS NOT OBTAINED BY THE TIME FOR CLOSING SPECIFIED HEREIN, THIS AGREEMENT SHALL TERMINATE, AND SHALL BE OF NO FURTHER FORCE AND EFFECT.

7.15 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the City of Austin, Travis County, and the State of Texas. If any provision of this Agreement, or its application, shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be stricken from this Agreement; the remainder of the Agreement will remain valid and enforceable to the extent permitted by law.

7.16 **No Party To Be Deemed Drafter.** City and Seller have both had the opportunity to have legal counsel examine this Agreement and to propose changes to clarify any ambiguities. Accordingly, in any interpretation of this Agreement, an ambiguity will not be resolved by interpreting the Agreement against the drafter. The language of this Agreement will be interpreted according to the fair meaning and not for or against either party.

IN WITNESS HEREOF, this Agreement has been duly executed by the parties hereto on the respective dates appearing opposite each party's signature, to be effective as of the Effective Date as it is defined in Section 7.03.

{THIS PAGE INTENTIONALLY LEFT BLANK}

SELLER:

Travis County, Texas

Date: 9-1-09

By: Samuel T. Biscoe

Name: Samuel T. Biscoe

Title: Travis County Judge

BUYER:

The City of Austin, a home-rule
municipal corporation

Date: 8-25-09

By: Lauraine Rizer
Lauraine Rizer, Manager

Real Estate Services Division

Contract and Land Management Department

mp

Approved As To Form:

By: [Signature]
Chad Shaw
Assistant City Attorney

Date: 8/24/09

List of Attachments:

- Attachment 1: Surveyor's Certificate
- Attachment 2: Special Warranty Deed

File#: 4586.01 (JMP)

JOINDER BY TITLE COMPANY

Independence Title Company: (a) acknowledges receipt of the fully executed Agreement and Earnest Money described in Section 2.02 this _____ day of _____, 2009, and (b) agrees to hold and deliver same in accordance with the terms of this Agreement.

Independence Title Company

By: _____

Name: Laura Brookshire
Escrow Officer

EXHIBITS "A-1", "A-2" & "A-3"

LAND DESCRIPTIONS

NOTE: DESCRIPTIONS FOR THE THREE TRACTS WILL BE INCORPORATED ONCE COMPLETED, REVIEWED AND APPROVED.

EXHIBIT "A-4"

INGRESS AND EGRESS EASEMENT

100' RIGHT OF WAY TRACT

A DESCRIPTION OF 5.665 ACRE TRACT OF LAND OUT OF THE JAMES BURLESON SURVEY NO. 19, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 345.16 ACRE TRACT OF LAND DESCRIBED IN THAT DEED FROM T.H. SCOTT AND WIFE, MRS. ANNIE LA RUE SCOTT TO THE STATE OF TEXAS AND DATED FEBRUARY 1, 1934 AND RECORDED IN VOLUME 498, PAGE 289 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.665 ACRE TRACT OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a hilti nail found in concrete on the west line of the said 345.16 acre tract of land, being on the south line of FM 969 (variable right-of-way width), and being the northeast corner of that called 1 acre tract of land as described in that deed to Salvador and Gloria G. Rivera as recorded in Volume 11955, Page 190 of the Travis County Deed Records:

THENCE with the said south line of FM 969, the following two (2) courses:

1. S 63° 26' 45" E, a distance of 209.86 feet to a 1/2 inch iron rod set, and
2. a distance of 140.99 feet with an arc of a curve to the left, whose central angle is 02° 46' 17", with a radius of 2914.79 feet and whose chord bears S 64° 49' 54"E a distance of 140.98 feet to an 1/2 inch iron rod set at the POINT OF BEGINNING, being the northwest corner of the herein described tract;

THENCE continuing with the said south line of FM 969, a distance of 100.80 feet with an arc of a curve to the left whose central angle is 01° 58' 53" with a radius of 2914.79 feet and whose chord bears S 67° 12' 29" E, a distance of 100.80 feet to a 1/2 inch iron rod set;

THENCE leaving the said south line of FM 969 and crossing the said 345.16 acre tract of land, with the east line of this tract, S 30° 00' 00" W, 2490.61 feet to a point, same being the southeast corner of this tract;

THENCE with the south line of this tract, N 41° 34' 33" W, 105.41 feet to a point, same being the southwest corner of this tract;

THENCE with the west line of this tract, N 30° 00' 00" E 2444.65 feet to the POINT OF BEGINNING, containing 5.665 acres of land.

STATE OF TEXAS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

AUG 24 1994



Chris Robinson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
94 AUG 24 PM 4:10
DANIEL J. STAVOUR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "C" 12257 0918

Attachment 1

SURVEYOR'S CERTIFICATE

TO: City of Austin, Travis County, Independence Title Company and Stewart Title Guaranty Company

The undersigned Registered Professional Land Surveyor (the "**Surveyor**") hereby certifies that (a) this survey and the property description set forth hereon are true and correct and prepared from an actual on-the-ground survey of the real property (the "**Property**") shown hereon; (b) such survey was conducted by the Surveyor, or under his supervision; (c) all monuments shown hereon actually exist, and the location, size and type of material thereof are correctly shown; (d) except as may be shown hereon, there are no encroachments onto the Property or on rights-of-way or easements appurtenant to the Property or protrusions therefrom, there are no visible easements or rights-of-way on the Property and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the Property has access to and from a public roadway; (f) all recorded easements and setback lines have been correctly platted hereon with applicable recording information; (g) the boundaries, dimensions and other details shown hereon are true and correct; and (h) this survey complies with the standards of a Category 1A, Condition III survey as specified by the latest edition of the "*Manual of Practice for Land Surveying in Texas*" published by the Texas Society of Professional Surveyors.

EXECUTED this _____ day of _____, 2009.

(Name - Typed or Printed)

Registered Professional Land Surveyor No. _____

Address: _____

(SEAL)

Attachment 2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(PARKLAND)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF TRAVIS §

TRAVIS COUNTY, Texas ("**Grantor**"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto City of Austin, a Texas home-rule municipality situated in the Counties of Hays, Travis and Williamson ("**Grantee**"), the following described tracts of land, together with all improvements thereon, situated in Travis County, Texas (collectively, the "**Property**"):

Tract 1: Approximately 9.20 acres of land, more or less, out of the P. McELROY SURVEY NO. 18, ABS. 16, and being a portion of the property described in the deed of records in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, more particularly described on **Exhibit "A-1"** attached hereto and made a part hereof for all purposes, including all improvements thereon.

Tract 2: Approximately 63.83 acres of land, more or less, out of the P. McELROY SURVEY NO. 18, ABS. 16, and being a portion of the property described in the deed of records in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, more particularly described on **Exhibit "A-2"** attached hereto and made a part hereof for all purposes, including all improvements thereon.

Tract 3: 12 foot easement for ingress and egress on, over, and along the Southwest boundary of the 54.019 acres described in the deed recorded in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, for access to and from Tracts 1 and 2 above, to be more particularly described on **Exhibit "A-3"** attached hereto and made a part hereof for all purposes.

Tract 4: Non-exclusive easement for ingress and egress on, over, and along the 100' right of way portion of the 95.04 acre tract, for access to and from that certain 140.96 acre tract, being a portion of Tracts 1 and 2 above, described in the deed recorded in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, and more particularly described on **Exhibit "A-4"** attached hereto and made a part hereof for all purposes.

together with all rights and appurtenances thereto (including, without limitation, any right, title, and interest of Grantor in and to (i) any water and wastewater rights, utility and development rights, (ii) mineral rights and royalty interests, (iii) all easements, and adjacent streets, waterways, roads, alleys, or rights-of-way, currently in existence, and (iv) any reversionary rights, if any; to the extent such items pertain to the Property)(collectively, the “**Rights and Appurtenances**”).

TO HAVE AND TO HOLD the Property, together with all and singular the Rights and Appurtenances thereto in anywise belonging, unto Grantee, Grantee’s successors, and assigns, forever; however, that the Property is conveyed exclusively for Park and Recreational Purposes for the use by the general public of the City of Austin and Grantor does hereby bind Grantor, Grantor’s successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions set forth on Exhibit “B” attached to and incorporated in this Deed by reference.

CONDITIONS: Grantor sells this Property to the City of Austin on the condition that by accepting this conveyance, the City of Austin dedicates the Property for Park and Recreational Purposes, as per the plat for the use by the general public of the City of Austin, subject to the terms, conditions and restrictions set forth below, which reservations, exceptions and restrictions must be construed as being prior in time to the dedication of the Property for park purposes.

This conveyance is made and accepted subject to (a) general real estate taxes on the Property for the current year, and (b) zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, which matters shall also be Permitted Exceptions. The City of Austin expressly reserves the right to use the Property to construct, reconstruct, repair, remove, replace, relocate, and maintain streets and utility lines of all kinds, including, but not limited to, water, sewer, drainage, electric, telegraph, telephone, and telecommunication lines, on, over, under, and across the Property, and connections with any of the foregoing to similar utilities on, under, or across contiguous and adjacent property, despite dedication of the Property for park and recreational purposes. However, the location of any such lines, structures, and connections, must first be reviewed to minimize environmental impacts on the park and for safety issues related to using the park after installation of streets or utility lines. If such road, street, line, structure, or connection constitutes an environmental or safety hazard related to the use of the Property for park and recreational purposes, then the Director of the Department of Public Works of the City of Austin and/or the Director of Austin Water Utility of the City of Austin, as appropriate, must approve the location, and further, the location must also be approved by the Director of the Parks and Recreation Department of the City of Austin. With regards to any and all easements and or restrictive covenants previously granted directly to Grantee and covering any part of the Property, including but not limited to the Permitted Exceptions, Grantor and Grantee hereby expressly acknowledge, stipulate and agree that the doctrine of merger shall not apply to such Permitted Exceptions and that Grantee’s rights under such easements shall remain in effect separately from the title to the Property conveyed in this Deed, even

though the underlying fee ownership of the Property, or any parts thereof, and such easements are now or hereafter vested in one party or entity.

Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years.

The consideration for this conveyance, receipt of which Grantor acknowledges, is \$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

EXECUTED AND DELIVERED the _____ day of _____, 2009.

GRANTOR

TRAVIS COUNTY, TEXAS

Grantee's Mailing Address:

City of Austin
Contract and Land Management Department
Attn: Real Estate Services Division
P.O. Box 1088
Austin, Texas 78767-8839

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this _____ day of _____, 2009 by
_____.

(SEAL)

Notary Public Signature

EXHIBITS “A-1”, “A-2” & “A-3”

LAND DESCRIPTIONS

NOTE: DESCRIPTIONS TO BE ATTACHED ONCE COMPLETED, REVIEWED AND APPROVED.

EXHIBIT "A-4"

INGRESS AND EGRESS EASEMENT

EXHIBIT "B"

TITLE EXCEPTIONS

NOTE: TO BE INCLUDED ONCE TITLE HAS BEEN REVIEWED.

ACCEPTANCE BY THE CITY OF AUSTIN

The Parks and Recreation Department, by the signature of its duly authorized representative, does approve of the parkland dedication described below, subject to all provisions and conditions contained herein:

Tract 1: Approximately 9.20 acres of land, more or less, out of the P. MCELROY SURVEY NO. 18, ABS. 16, and being a portion of the property described in the deed of records in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, more particularly described on Exhibit "A-1" attached hereto and made a part hereof for all purposes, including all improvements thereon.

Tract 2: Approximately ^{63.83}~~70~~ acres of land, more or less, out of the P. MCELROY SURVEY NO. 18, ABS. 16, and being a portion of the property described in the deed of records in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, more particularly described on Exhibit "A-2" attached hereto and made a part hereof for all purposes, including all improvements thereon. (873) JR

Tract 3: 12 foot easement for ingress and egress on, over, and along the Southwest boundary of the 54.019 acres described in the deed recorded in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, for access to and from Tracts 1 and 2 above, to be more particularly described on Exhibit "A-3" attached hereto and made a part hereof for all purposes.

Tract 4: Non-exclusive easement for ingress and egress on, over, and along the 100' right of way portion of the 95.04 acre tract, for access to and from that certain 140.96 acre tract, being a portion of Tracts 1 and 2 above, described in the deed recorded in Volume 12257, Page 911, of the Real Property Records of Travis County, Texas, and more particularly described on Exhibit "A-4" attached hereto and made a part hereof for all purposes.

EXECUTED this _____ day of _____, 2009.

CITY OF AUSTIN, a Texas home-rule
municipal corporation

By: _____
Sara Hensley, Director
Parks and Recreation Department

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2009 by Sara Hensley, Director, Parks and Recreation Department, City of Austin, a Texas municipal corporation, on behalf of said corporation. .

(SEAL)

Notary Public, State of Texas

After recording return to:

City of Austin
Contract and Land Management Department
Real Estate Services Division
P.O. Box 1088
Austin, Texas 78767-8839

Attn: Junie Marie Plummer
File No: 4586.01
TCAD#s: 02-0231-0109 & 02-1031-0318 (portion)



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 9/8/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: REJECT BID RECEIVED FOR IFB NO. B090264-NB, FIRE ALARM SYSTEMS SERVICES. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: Facilities Management, Roger A. El Khoury, P.E., 854-9661;
Rony R. Aouad, Contract Manager, 854-4781

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract was to require the vendor to supply fire alarm systems services to Travis County Facilities Management Department.

The Purchasing Office had been procuring these services from the state's TxMAS contract with Simplex Grinnell. Facilities Management wanted to test the market and requested that the Purchasing Office issue an IFB. On June 30, 2009, IFB # B090264-NB, Fire Alarm Systems Services, was issued through RFP Depot. Only one (1) bid was received on July 28, 2009 from Simplex Grinnell. After reviewing the bid it is determined that procuring through TxMAS is the best value for the County.

Contract Expenditures:

Contract-Related Information:

Award Amount:

Contract Type:

Contract Period:

Solicitation-Related Information:

Solicitations Viewed: 18

HUB Information: 0

Responses Received: 1

% HUB Subcontractor: N/A

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.:

☒ Funding Account:

☒ Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-14-09-XM

File: 507

TO: Cyd Grimes, C.P.M., Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: Rony R. Aouad, Service Contract Manager
DATE: August 26, 2009
SUBJECT: Fire Alarm Systems Services

Handwritten signatures of Roger A. El Khoury and Rony R. Aouad are present next to their respective names in the TO, VIA, and FROM fields.

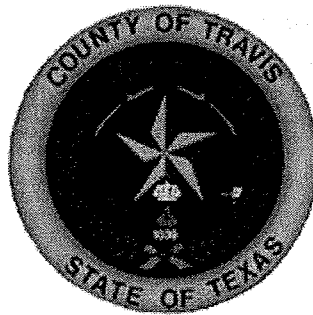
Facilities Management Department (FMD) recommends rejection of the one bid received for Fire Alarm Systems Services B090264-NB. FMD further recommends that these services be performed by Simplex Grinnell under their current TXMAS contract. FMD's analysis reveals that this approach is more cost effective for the County. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

COPY TO:

John Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Nancy Barchus, Purchasing Agent Assistant, Purchasing Office


**Bid Tabulation Packet
for
Solicitation B090264-NB**


FIRE ALARM SYSTEMS SERVICE





Travis County


Bid #B090264-NB - FIRE ALARM SYSTEMS SERVICECreation Date **Jun 30, 2009**End Date **Jul 28, 2009 2:00:00 PM CDT**Start Date **Jun 30, 2009 11:29:47 AM CDT**Awarded Date **Not Yet Awarded**


B090264-NB-1-01 Fire Alarm System Maintenance Inspections @ TCCH-Travis County Court House : Annual Maintenance Inspection						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell		 First Offer - \$8,139.65	1 / annual	\$8,139.65		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			

B090264-NB-1-02 Fire Alarm System Maintenance Inspections @ TCCH-Travis County Court House : Monthly Monitoring						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell		First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090264-NB-2-01 Fire Alarm System Maintenance Inspections @ TCAB(Granger Bldg): Annual Maintenance Inspection						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell		First Offer - \$581.29	1 / annual	\$581.29		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090264-NB-2-02 Fire Alarm System Maintenance Inspections @ TCAB(Granger Bldg): Monthly Monitoring						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell		First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090264-NB-3-01 Fire Alarm System Maintenance Inspections @ USB (University Savings Building): Annual Maintenance Inspections						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell		First Offer - \$1,976.51	1 / annual	\$1,976.51		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090264-NB-3-02 Fire Alarm System Maintenance Inspections @ USB (University Savings Building): Monthly Monitoring						
Supplier		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell		First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			


B090264-NB-4-01 Fire Alarm System Maintenance Inspections @ The Holt Building: Annual Maintenance Inspection						
---	--	--	--	--	--	--


Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$358.15	1 / annual	\$358.15		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-4-02 Fire Alarm System Maintenance Inspections @ The Holt Building: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-5-01 Fire Alarm System Maintenance Inspections @ East Service Center: Annual Maintenance Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$863.00	1 / annual	\$863.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-5-02 Fire Alarm System Maintenance Inspections @ East Service Center: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-6-01 Fire Alarm System Maintenance Inspections @ Palm Square: Annual Maintenance Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$272.77	1 / annual	\$272.77		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-6-02 Fire Alarm System Maintenance Inspections @ Palm Square: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-7-01 Fire Alarm System Maintenance Inspections @ EOB "Executive Office Building" : Annual Maintenance Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$733.23	1 / annual	\$733.23		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-7-02 Fire Alarm System Maintenance Inspections @ EOB "Executive Office Building" : Monthly Monitoring					

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-8-01 Fire Alarm System Maintenance Inspections @ Precinct 1: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$302.75	1 / annual	\$302.75		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-8-02 Fire Alarm System Maintenance Inspections @ Precinct 1: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-9-01 Fire Alarm System Maintenance Inspections @ Precinct 2: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$300.45	1 / annual	\$300.45		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-9-02 Fire Alarm System Maintenance Inspections @ Precinct 2: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-10-01 Fire Alarm System Maintenance Inspections @ Precinct 3B (Constable 3): Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$307.75	1 / annual	\$307.75		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-10-02 Fire Alarm System Maintenance Inspections @ Precinct 3B (Constable 3): Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-11-01 Fire Alarm System Maintenance Inspections @ Precinct 4: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$1,675.21	1 / annual	\$1,675.21		Y
Agency Product Code:			Supplier Product Code:		


Agency Notes:


Supplier Notes:


B090264-NB-11-02 Fire Alarm System Maintenance Inspections @ Precinct 4: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-12-01 Fire Alarm System Maintenance Inspections @ Medical Examiner: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$483.43	1 / annual	\$483.43		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-12-02 Fire Alarm System Maintenance Inspections @ Medical Examiner: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-13-01 Fire Alarm System Maintenance Inspections @ Post Road: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$497.33	1 / annual	\$497.33		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-13-02 Fire Alarm System Maintenance Inspections @ Post Road: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-14-01 Fire Alarm System Maintenance Inspections @ Collier Law Enforcement Center: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$863.96	1 / annual	\$863.96		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-14-02 Fire Alarm System Maintenance Inspections @ Collier Law Enforcement Center: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-15-01 Fire Alarm System Maintenance Inspections @ Starflight: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$512.45	1 / annual	\$512.45		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-15-02 Fire Alarm System Maintenance Inspections @ Starflight: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-16-01 Fire Alarm System Maintenance Inspections @ Tax Office/County Clerk: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$760.40	1 / annual	\$760.40		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-16-02 Fire Alarm System Maintenance Inspections @ Tax Office/County Clerk: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-17-01 Fire Alarm System Maintenance Inspections @ 5501 North ABB: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$414.89	1 / annual	\$414.89		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-17-02 Fire Alarm System Maintenance Inspections @ 5501 North ABB: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-18-01 Fire Alarm System Maintenance Inspections @ Housing Services: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$236.89	1 / annual	\$236.89		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-18-02 Fire Alarm System Maintenance Inspections @ Housing Services: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-19-01 Fire Alarm System Maintenance Inspections @ San Antonio Garage: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$339.72	1 / annual	\$339.72		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-19-02 Fire Alarm System Maintenance Inspections @ San Antonio Garage: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-20-01 Fire Alarm System Maintenance Inspections @ Expo Center Office: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$863.11	1 / annual	\$863.11		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-20-02 Fire Alarm System Maintenance Inspections @ Expo Center Office: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-21-01 Fire Alarm System Maintenance Inspections @ Expo Center Arena: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$863.11	1 / annual	\$863.11		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-21-02 Fire Alarm System Maintenance Inspections @ Expo Center Arena: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-22-01 Fire Alarm System Maintenance Inspections @ TCSO Ruiz Building: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$1,148.32	1 / annual	\$1,148.32		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-22-02 Fire Alarm System Maintenance Inspections @ TCSO Ruiz Building: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-23-01 Fire Alarm System Maintenance Inspections @ ERCC: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$287.64	1 / annual	\$287.64		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-23-02 Fire Alarm System Maintenance Inspections @ ERCC: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-24-01 Fire Alarm System Maintenance Inspections @ SRCC: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$450.00	1 / annual	\$450.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-24-02 Fire Alarm System Maintenance Inspections @ SRCC: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$47.88	12 / month	\$574.56		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-25-01 Fire Alarm System Maintenance Inspections @ SRCC Clinic: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$450.00	1 / annual	\$450.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-25-02 Fire Alarm System Maintenance Inspections @ SRCC Clinic: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-26-01 Fire Alarm System Maintenance Inspections @ NRCC: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$386.50	1 / annual	\$386.50		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-26-02 Fire Alarm System Maintenance Inspections @ NRCC: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-27-01 Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 1: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$350.00	1 / annual	\$350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-27-02 Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 1: Monthly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-28-01 Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 2: Annual Inspection					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$350.00	1 / annual	\$350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


B090264-NB-28-02 Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 2: Montly Monitoring					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$23.94	12 / month	\$287.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-29-01 Service Call/Repair Straight Time: Hourly labor rate of Licensed Technicians (Texas Commission of Fire Protection)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	<input checked="" type="checkbox"/> First Offer - \$108.73	10 / hour	\$1,087.30		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-30-01 Service Call/Repair Emergency Time : Hourly Labor Rate of Licensed Technicians (Texas Commission of Fire Protection)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$163.10	10 / hour	\$1,631.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-31-01 Fire Alarm System Inspections @ CJC, Jail and Gault Building: Fire Alarm System Annual Inspection CJC (Criminal Justice Center)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$8,394.28	1 / annual	\$8,394.28		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-31-02 Fire Alarm System Inspections @ CJC, Jail and Gault Building: Fire Alarm System Annual Inspection @ Travis County Jail					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$3,649.64	1 / annual	\$3,649.64		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090264-NB-31-03 Fire Alarm System Inspections @ CJC, Jail and Gault Building: Fire Alarm System Annual Inspection @ Gault Building					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Simplex Grinnell	 First Offer - \$2,419.56	1 / annual	\$2,419.56		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Simplex Grinnell	\$50,281.41 (61/61 items)
Bid Contact Clint Crandall Ph 512-634-1800 Fax 512-634-1819	Address 1608 Royston Lane Round Rock, TX 78664
Agency Notes:	Supplier Notes:

Award Total



\$50,281.41 (Does not apply to percentage or no price items.)



**



Simplex Grinnell

Bid Contact **Clint Crandall**
Ph 512-634-1800
Fax 512-634-1819








Address **1608 Royston Lane**
Round Rock, TX 78664







Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-1-01	Fire Alarm System Maintenance Inspections @ TCCH-Travis County Court House :Annual Maintenance Inspection	Supplier Product Code:  First Offer -	\$8,139.65	1 / annual	\$8,139.65		Y
B090264-NB-1-02	Fire Alarm System Maintenance Inspections @ TCCH-Travis County Court House :Monthly Monitoring	Supplier Product Code:  First Offer -	\$23.94	12 / month	\$287.28		Y
Lot Total					\$8,426.93		








Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-2-01	Fire Alarm System Maintenance Inspections @ TCAB(Granger Bldg):Annual Maintenance Inspection	Supplier Product Code:  First Offer -	\$581.29	1 / annual	\$581.29		Y
B090264-NB-2-02	Fire Alarm System Maintenance Inspections @ TCAB(Granger Bldg):Monthly Monitoring	Supplier Product Code:  First Offer -	\$23.94	12 / month	\$287.28		Y
Lot Total					\$868.57		


Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-3-01	Fire Alarm System Maintenance Inspections @ USB (University Savings Building):Annual Maintenance Inspections	Supplier Product Code:  First Offer -	\$1,976.51	1 / annual	\$1,976.51		Y
B090264-NB-3-02	Fire Alarm System Maintenance Inspections @ USB (University Savings	Supplier Product Code:  First Offer -	\$23.94	12 / month	\$287.28		Y


Building):Monthly
Monitoring

				Lot Total	\$2,263.79		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-4-01	Fire Alarm System Maintenance Inspections @ The Holt Building:Annual Maintenance Inspection	Supplier  Product Code:	First Offer - \$358.15	1 / annual	\$358.15		Y
B090264-NB-4-02	Fire Alarm System Maintenance Inspections @ The Holt Building:Monthly Monitoring	Supplier  Product Code:	First Offer - \$23.94	12 / month	\$287.28		Y
				Lot Total	\$645.43		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-5-01	Fire Alarm System Maintenance Inspections @ East Service Center:Annual Maintenance Inspection	Supplier  Product Code:	First Offer - \$863.00	1 / annual	\$863.00		Y
B090264-NB-5-02	Fire Alarm System Maintenance Inspections @ East Service Center:Monthly Monitoring	Supplier  Product Code:	First Offer - \$23.94	12 / month	\$287.28		Y
				Lot Total	\$1,150.28		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-6-01	Fire Alarm System Maintenance Inspections @ Palm Square:Annual Maintenance Inspection	Supplier  Product Code:	First Offer - \$272.77	1 / annual	\$272.77		Y
B090264-NB-6-02	Fire Alarm System Maintenance Inspections @ Palm Square:Monthly Monitoring	Supplier  Product Code:	First Offer - \$23.94	12 / month	\$287.28		Y
				Lot Total	\$560.05		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-7-01	Fire Alarm	Supplier  Product Code:	First Offer - \$733.23	1 / annual	\$733.23		Y


	System Maintenance Inspections @ EOB "Executive Office Building" :Annual Maintenance Inspection	Product Code:					
B090264-NB-7-02	Fire Alarm System Maintenance Inspections @ EOB "Executive Office Building" :Monthly Monitoring	Supplier Product Code:	 First Offer - \$23.94	12 / month	\$287.28		Y
					Lot Total	\$1,020.51	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-8-01	Fire Alarm System Maintenance Inspections @ Precinct 1:Annual Inspection	Supplier Product Code:	 First Offer - \$302.75	1 / annual	\$302.75		Y
B090264-NB-8-02	Fire Alarm System Maintenance Inspections @ Precinct 1:Monthly Monitoring	Supplier Product Code:	 First Offer - \$23.94	12 / month	\$287.28		Y
					Lot Total	\$590.03	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-9-01	Fire Alarm System Maintenance Inspections @ Precinct 2:Annual Inspection	Supplier Product Code:	 First Offer - \$300.45	1 / annual	\$300.45		Y
B090264-NB-9-02	Fire Alarm System Maintenance Inspections @ Precinct 2:Monthly Monitoring	Supplier Product Code:	 First Offer - \$23.94	12 / month	\$287.28		Y
					Lot Total	\$587.73	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-10-01	Fire Alarm System Maintenance Inspections @ Precinct 3B (Constable 3):Annual Inspection	Supplier Product Code:	 First Offer - \$307.75	1 / annual	\$307.75		Y


B090264-NB-10-02	Fire Alarm System Maintenance Inspections @ Precinct 3B (Constable 3):Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
				Lot Total	\$595.03	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-11-01	Fire Alarm System Maintenance Inspections @ Precinct 4: Annual Inspection	Supplier Product Code: 	First Offer - \$1,675.21	1 / annual	\$1,675.21	Y
B090264-NB-11-02	Fire Alarm System Maintenance Inspections @ Precinct 4: Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
				Lot Total	\$1,962.49	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-12-01	Fire Alarm System Maintenance Inspections @ Medical Examiner: Annual Inspection	Supplier Product Code: 	First Offer - \$483.43	1 / annual	\$483.43	Y
B090264-NB-12-02	Fire Alarm System Maintenance Inspections @ Medical Examiner: Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
				Lot Total	\$770.71	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-13-01	Fire Alarm System Maintenance Inspections @ Post Road: Annual Inspection	Supplier Product Code: 	First Offer - \$497.33	1 / annual	\$497.33	Y
B090264-NB-13-02	Fire Alarm System Maintenance Inspections @ Post Road: Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
				Lot Total	\$784.61	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs

B090264-NB-14-01	Fire Alarm System Maintenance Inspections @ Collier Law Enforcement Center: Annual Inspection	Supplier  Product Code:	First Offer - \$863.96	1 / annual	\$863.96	Y
------------------	---	--	------------------------	------------	----------	---


B090264-NB-14-02	Fire Alarm System Maintenance Inspections @ Collier Law Enforcement Center: Monthly Monitoring	Supplier  Product Code:	First Offer - \$23.94	12 / month	\$287.28	Y
------------------	--	--	-----------------------	------------	----------	---


Lot Total **\$1,151.24**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-15-01	Fire Alarm System Maintenance Inspections @ Starflight: Annual Inspection	Supplier  Product Code:	First Offer - \$512.45	1 / annual	\$512.45		Y


B090264-NB-15-02	Fire Alarm System Maintenance Inspections @ Starflight: Monthly Monitoring	Supplier  Product Code:	First Offer - \$23.94	12 / month	\$287.28		Y
------------------	--	--	-----------------------	------------	----------	--	---








Lot Total **\$799.73**









Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-16-01	Fire Alarm System Maintenance Inspections @ Tax Office/County Clerk: Annual Inspection	Supplier  Product Code:	First Offer - \$760.40	1 / annual	\$760.40		Y

B090264-NB-16-02	Fire Alarm System Maintenance Inspections @ Tax Office/County Clerk: Monthly Monitoring	Supplier  Product Code:	First Offer - \$23.94	12 / month	\$287.28		Y
------------------	---	--	-----------------------	------------	----------	--	---








Lot Total **\$1,047.68**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B090264-NB-17-01	Fire Alarm System Maintenance Inspections @ 5501 North ABB: Annual Inspection	Supplier  Product Code:	First Offer - \$414.89	1 / annual	\$414.89		Y


B090264-NB-17-02	Fire Alarm System Maintenance Inspections @ 5501 North ABB:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
					Lot Total	\$702.17
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-18-01	Fire Alarm System Maintenance Inspections @ Housing Services:Annual Inspection	Supplier Product Code: 	First Offer - \$236.89	1 / annual	\$236.89	Y
B090264-NB-18-02	Fire Alarm System Maintenance Inspections @ Housing Services:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
					Lot Total	\$524.17
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-19-01	Fire Alarm System Maintenance Inspections @ San Antonio Garage:Annual Inspection	Supplier Product Code: 	First Offer - \$339.72	1 / annual	\$339.72	Y
B090264-NB-19-02	Fire Alarm System Maintenance Inspections @ San Antonio Garage:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
					Lot Total	\$627.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-20-01	Fire Alarm System Maintenance Inspections @ Expo Center Office:Annual Inspection	Supplier Product Code: 	First Offer - \$863.11	1 / annual	\$863.11	Y
B090264-NB-20-02	Fire Alarm System Maintenance Inspections @ Expo Center Office:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
					Lot Total	\$1,150.39
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs


B090264-NB-21-01	Fire Alarm System Maintenance Inspections @ Expo Center Arena:Annual Inspection	Supplier Product Code: 	First Offer - \$863.11	1 / annual	\$863.11	Y
B090264-NB-21-02	Fire Alarm System Maintenance Inspections @ Expo Center Arena:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
Lot Total					\$1,150.39	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-22-01	Fire Alarm System Maintenance Inspections @ TCSO Ruiz Building:Annual Inspection	Supplier Product Code: 	First Offer - \$1,148.32	1 / annual	\$1,148.32	Y
B090264-NB-22-02	Fire Alarm System Maintenance Inspections @ TCSO Ruiz Building:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
Lot Total					\$1,435.60	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-23-01	Fire Alarm System Maintenance Inspections @ ERCC:Annual Inspection	Supplier Product Code: 	First Offer - \$287.64	1 / annual	\$287.64	Y
B090264-NB-23-02	Fire Alarm System Maintenance Inspections @ ERCC:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
Lot Total					\$574.92	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-24-01	Fire Alarm System Maintenance Inspections @ SRCC:Annual Inspection	Supplier Product Code: 	First Offer - \$450.00	1 / annual	\$450.00	Y
B090264-NB-24-02	Fire Alarm System Maintenance Inspections @ SRCC:Monthly	Supplier Product Code: 	First Offer - \$47.88	12 / month	\$574.56	Y


Monitoring


						Lot Total	\$1,024.56		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs		
B090264-NB-25-01	Fire Alarm System Maintenance Inspections @ SRCC Clinic:Annual Inspection	Supplier Product Code: 	First Offer - \$450.00	1 / annual	\$450.00		Y		
B090264-NB-25-02	Fire Alarm System Maintenance Inspections @ SRCC Clinic:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28		Y		
						Lot Total	\$737.28		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs		
B090264-NB-26-01	Fire Alarm System Maintenance Inspections @ NRCC:Annual Inspection	Supplier Product Code: 	First Offer - \$386.50	1 / annual	\$386.50		Y		
B090264-NB-26-02	Fire Alarm System Maintenance Inspections @ NRCC:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28		Y		
						Lot Total	\$673.78		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs		
B090264-NB-27-01	Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 1:Annual Inspection	Supplier Product Code: 	First Offer - \$350.00	1 / annual	\$350.00		Y		
B090264-NB-27-02	Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 1:Monthly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28		Y		
						Lot Total	\$637.28		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs		
B090264-NB-28-01	Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 2:Annual Inspection	Supplier Product Code: 	First Offer - \$350.00	1 / annual	\$350.00		Y		

B090264-NB-28-02	Fire Alarm System Maintenance Inspections @ Sat 3 Bldg 2:Montly Monitoring	Supplier Product Code: 	First Offer - \$23.94	12 / month	\$287.28	Y
------------------	--	---	------------------------------	------------	-----------------	----------

				Lot Total	\$637.28	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-29-01	Service Call/Repair Straight Time:Hourly labor rate of Licensed Technicians (Texas Commission of Fire Protection)	Supplier Product Code: 	First Offer - \$108.73	10 / hour	\$1,087.30	Y

				Lot Total	\$1,087.30	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-30-01	Service Call/Repair Emergency Time :Hourly Labor Rate of Licensed Technicians (Texas Commission of Fire Protection)	Supplier Product Code: 	First Offer - \$163.10	10 / hour	\$1,631.00	Y

				Lot Total	\$1,631.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090264-NB-31-01	Fire Alarm System Inspections @ CJC, Jail and Gault Building:Fire Alarm System Annual Inspection CJC (Criminal Justice Center)	Supplier Product Code: 	First Offer - \$8,394.28	1 / annual	\$8,394.28	Y

B090264-NB-31-02	Fire Alarm System Inspections @ CJC, Jail and Gault Building:Fire Alarm System Annual Inspection @ Travis	Supplier Product Code: 	First Offer - \$3,649.64	1 / annual	\$3,649.64	Y
------------------	---	---	---------------------------------	------------	-------------------	----------

County Jail

B090264-NB-31-03	Fire Alarm System Inspections @ CJC, Jail and Gault Building: Fire Alarm System Annual Inspection @ Gault Building	Supplier Product Code: 	First Offer - \$2,419.56	1 / annual \$2,419.56	Y
------------------	---	---	---------------------------------	------------------------------	----------

Lot Total **\$14,463.48**

Supplier Total

\$50,281.41



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 9/8/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 32 TO CONTRACT MA980095, TIBURON, INC., FOR AGREEMENT FOR EXTENDED SERVICES. (ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Joe Harlow, ITS Director; Janice Brown, 854-7841

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract provides maintenance and extended services for the Integrated Justice System.

ITS recommends modifying the current Tiburon Contract to extend the maintenance for an additional five, one-year periods. The initial agreement was for a term of ten years and is set to expire on September 17, 2009. The Tiburon public safety applications comprised of the Records Management System (TCSO), Automated Reporting System (TCSO), Corrections Management System (TCSO), Civil Process System (Constable Offices), Automated Probation System (Pretrial Services), Prosecutor Information Management System (DA and CA), Interagency Database (all IJS Steering Committee customers), and associated interfaces and components provide public safety and justice information to two-thirds of the county employees during the performance of their daily activities. The systems were installed from 1997 through 2001 and have provided an integrated justice system for Travis County that most government agencies still cannot provide today. The systems have recently undergone an extensive upgrade to Version 7.5.1, the first major improvements to most of the applications since initial installation.

This maintenance agreement for the Integrated Justice System (IJS) with Tiburon provides for application support, interface support, database support, and account management for all modules and also provides 24x7 Tiburon help desk and engineering support for the departments with continuous work schedules. The maintenance agreement has been in effect for ten years. ITS recommends keeping this vendor support contract current throughout the life cycle of the Tiburon applications.

The total fiscal impact of this procurement for the first year is \$545,760 and includes a 5% cap for future annual increases.

Modification No. 31, approved in Commissioners Court December 23, 2008, was to upgrade the Counseling and Education System in the Version 7 upgrade.

Modification No. 30, approved in Commissioners Court June 3, 2008, was to purchase TIPs and Property Bar Code hardware and installation services to insure compatibility with Version 7 applications.

Modification No. 29, approved in Commissioners Court October 2, 2007, was for Phase II for the Version 7 upgrade.

Modification No. 28, approved in Commissioners Court April 3, 2007, was for Phase I for the Version 7 upgrade which was to plan and assess the upgrade implementation and ensure that the new versions of the Tiburon applications maintain functionality, interoperability, and interfaces required by the using departments: TCSO, District Attorney, County Attorney, Pre-Trial Services, and the Constable Offices.

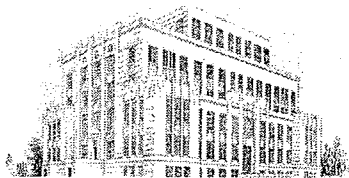
Modification No. 27, approved in Commissioners Court October 17, 2006, was to provide a GUI screen (front end) for the E-Citation interface being developed by Travis County ITS for communication between the Advanced Public Safety (APS) Citation System and Travis County's current version of the Records Management System (RMS v. 6.11).

Modification No. 22 through 26, approved in Commissioner's Court during FY06, included various interfaces, enhancement and programming services. Modification No. 17 through 21, approved by Commissioner's Court during FY05, included various interfaces, enhancements and programming services. Modification No. 16 approved by Commissioner's Court on August 3, 2004 was to modify the information on the Points Based Classification form per requirements from Jail Standards.

Modification No. 9 through No. 15, approved by Commissioner's Court during FY03, included various interfaces, enhancements and programming services. Modifications No. 2 through No. 8, approved by Commissioner's Court during FY02, included various interfaces and programming services.

Modification No. 1 incorporated Contract 00C0356-TF, MDS ARS Quick Book System, via the Supplemental Agreement No. 1, dated September 12, 2000, into the Agreement for Extended Service dated October 17, 1997.

- **Contract Expenditures:** Within the last 12 months \$1,300,493.00 has been encumbered and \$842,958.00 has been spent against this contract.
- **Contract Modification Information:**
 - Modification Amount: \$545,760
 - Modification Type: Maintenance/Support
 - Modification Period: September 17, 2009 – September 16, 2010
- **Funding Information:**
 - ☐ Purchase Requisition in H.T.E.: 480357
 - ☒ Funding Account(s) 001-1230-523-5002
- **Statutory Verification of Funding:**
 - ☐ Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

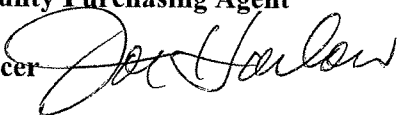
Joe Harlow Jr., Chief Information Officer

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

RECEIVED
TRAVIS COUNTY
2009 SEP - 3 PM 1:12
PURCHASING
OFFICE

DATE: September 3, 2009

TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent

FROM: Joe Harlow, Chief Information Officer 

SUBJ: Recommendation for Modification of Tiburon Inc. Contract No. MA980095 to Extend the Maintenance Period for the Public Safety Applications

Proposed Motion:

To approve a modification to Tiburon Inc. Maintenance Contract No. MA980095 that adds an additional five, one-year terms to allow for extended maintenance through 2014.

Summary & Staff Recommendation:

This maintenance agreement for the Integrated Justice System (IJS) with Tiburon provides for application support, interface support, database support, and account management for all modules and also provides 24x7 Tiburon help desk and engineering support for the departments with continuous work schedules. The maintenance agreement has been in effect for ten years. ITS recommends keeping this vendor support contract current throughout the life cycle of the Tiburon applications.

Budgetary and Fiscal Impact:

The total fiscal impact of this procurement for the first year is \$545,760 and includes a ⁵8% cap for future annual increases. Funding for these items is included in the following line item:

001-1230-523-5002

\$545,760

Background:

The initial agreement was for a term of ten years and is set to expire on September 17, 2009. The Tiburon public safety applications comprised of the Records Management System (TCSO), Automated Reporting System (TCSO), Corrections Management System (TCSO), Civil Process System (Constable Offices), Automated Probation System (Pretrial Services), Prosecutor Information Management System (DA and CA), Interagency Database (all IJS Steering Committee customers), and associated interfaces and components provide public safety and justice information to two-thirds of the county employees during the performance of their daily activities. The systems were installed from 1997 through 2001 and have provided an integrated justice system for Travis County that most government agencies still cannot provide today. The systems have recently undergone an extensive upgrade to Version 7.5.1, the first major improvements to most of the applications since initial installation.

Required Authorizations:

Legal: John Hille, County Attorney
Purchasing: Cyd Grimes, Lori Clyde Purchasing Department
Budget: Randy Lott, Planning and Budget Office

Attachments:
Tiburon Quote

CC: Judy Pittsford, ITS; David Lampl, ITS; Nick Macik, ITS; IJS Steering Committee

Fiscal Year 2009

Account Balance Inquiry

13:16:12

Account number . . . : 1-1230-523.50-02
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 50 REPR & MTNC-SERVCS PURCH
Object : 02 MAINTENANCE AGREEMENTS-DP

Original budget : 4,978,400
Revised budget : 8,219,715 08/28/2009
Actual expenditures - current . : 118,832.64
Actual expenditures - ytd . . . : 4,413,347.22
Unposted expenditures : 18,687.60
Encumbered amount : 1,518,417.96
Unposted encumbrances : 37,614.50
Pre-encumbrance amount : 70,875.00
Total expenditures & encumbrances: 6,177,774.92 75.2%
Unencumbered balance : 2,041,940.08 24.8

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

PURCHASE REQUISITION NBR: 0000480357

REQUISITION BY: JIM BOYD

STATUS: AUDITOR APPROVAL

REASON: TIBURON PUBLIC SAFETY MAINTENANCE 09/17/09-09/16/10

DATE: 9/03/09

SHIP TO LOCATION: ITS - ADMIN

SUGGESTED VENDOR: 44776 TIBURON INC

DELIVER BY DATE: 9/08/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TIBURON PUBLIC SAFETY MAINTENANCE FOR THE PERIOD OF 09/17/09 - 09/16/10 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	YR	545760.0000	545760.00	
REQUISITION TOTAL:					545760.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112305235002	REPR & MTNC-SERVCS PURCH MAINTENANCE AGREEMENTS-DP	100.00	545760.00
				545760.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

9/4/9 CONTRACT?EMD JB.GMC

MODIFICATION OF CONTRACT NUMBER: MA980095 Agreement for Extended Services

PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 18, 2009
ISSUED TO: Tiburon, Inc. 6200 Stoneridge Mall Road, Suite 400 Pleasanton, CA 94588 (512) 345-8613 (v) (512) 345-8615 (f)	MODIFICATION NO.: 32	EXECUTED DATE OF ORIGINAL CONTRACT: October 14, 1997
ORIGINAL CONTRACT TERM DATES: <u>October 14, 1997-October 15, 1998</u> CURRENT CONTRACT TERM DATES: <u>September 17, 2009-September 16, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ \$447,380 (annually) Current Modified Amount \$ 545,760.00**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The Agreement is hereby amended as per the attached document titled:
Amendment To Agreement For Extended Service
(Modification #32)

Note to Vendor:

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

LEGAL BUSINESS NAME: Tiburon, Inc.
BY: [Signature]
SIGNATURE
BY: Mila Curcio
PRINT NAME
TITLE: VP of Contracts
ITS DULY AUTHORIZED AGENT

- ☐ DBA
☒ CORPORATION
☐ OTHER

DATE:

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

DATE:

9/8/09

TRAVIS COUNTY, TEXAS
BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**AMENDMENT TO AGREEMENT FOR EXTENDED SERVICE
(MODIFICATION #32)**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment to Agreement for Extended Service (this "Amendment") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Tiburon, Inc., a Virginia corporation having its primary place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, CA 94588, and authorized to do and doing business in the State of Texas ("Tiburon").

WHEREAS, County and Tiburon entered into that certain Agreement for Extended Service dated October 14, 1997 (the "Agreement") for Tiburon to provide application software maintenance on certain Tiburon applications acquired under a separate agreement; and

WHEREAS, paragraph 11 of the Agreement provides that it may be amended by mutual written agreement of the parties, and the parties now desire to so amend it for the purpose of extending the contract term and establishing a maintenance fee increase cap.

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:

AMENDMENT

1. Exhibit A ("Software Support and Maintenance Fee") is hereby amended to add the following after the first sentence of paragraph 2:

Upon expiration of the ninth renewal term, a new period of service shall automatically commence and continue for five (5) consecutive one (1) year periods (collectively, the "Renewal Periods"), during which period Tiburon shall be obligated to perform the software support and maintenance services described herein.

2. Exhibit A is further amended to delete the last sentence of paragraph 2, along with the fee increase limits listed, and to insert in lieu thereof the following:

For the Renewal Periods, Tiburon agrees to limit fee increases to five percent (5%) annually over the prior year's fees.

3. Except as amended above, the Agreement shall remain in full force and effect, being hereby ratified, approved and affirmed.



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

19

Approved by: _____

Cyd V. Grimes 9/8/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 18 TO CONTRACT MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (ITS/TAX OFFICE/COUNTY CLERK)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: TAX OFFICE: Dusty Knight, 854-9702; Dee Lopez, 854-9203; Nelda Wells Spears

County Attorney (when applicable): Tamara Armstrong

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract is for the maintenance of the Tax Office Computer System, which currently includes EZ-Vote, EZ-Tax, EZ-VIP, ITP software applications and the Tax Office Internet home page.

The Tax Office recommends modifying the EZ-Vote System in order to image DPS Electronic Data to the "Voter Registration Application" form. The cost of this modification is \$9,750.00.

Modification 17, approved in Commissioners Court June 9, 2009, was to purchase additional EZ-VIP licenses

Modification 16, approved in Commissioners Court April 21, 2009, was to purchase additional EZ-VIP licenses.

Modification 15, approved in Commissioners Court October 28, 2008, was to purchase additional EZ-VIP licenses.

Modification 14, approved in Commissioners Court October 7, 2008, was for the creation of an IVR file containing voter registration data.

Modification 13, approved in Commissioners Court April 29, 2008, was for enhancements to EZ-VIP and to include an imaging component to EZ-Tax/EZ-Vote.

Modification 12, approved in Commissioners Court January 8, 2008, was for additional EZ-VIP licenses and support.

Modification 11, approved by the Purchasing Agent February 15, 2007, was to create a website for the County Clerk's Office similar in design to the one used by the Tax Office.

Modification 10, approved in Commissioners Court December 20, 2005, was for programming changes to handle the increase in ballot styles simultaneously.

Modifications 8-9, were for modifications and enhancements approved during FY05.

Modifications 4-7, were for modifications and enhancements approved during FY04.

Modification 3, approved in Commissioners Court February 4, 2003, was for the maintenance renewal, an increase in user licenses and the addition of maintenance for the ITP software product.

Modification 2 was for the extension/renewal of the EZ-Vote maintenance of the EZ-Tax/EZ-Vote System.

Modification 1 amended the original contract for the Tax Office computer system.

➤ **Contract Expenditures:** Within the last 12 months \$162,707.43 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$9,750.00

Modification Type: Software Modification

Modification Period: Through February 28, 2010

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: 473375

☐ Funding Account(s) 018-0870-518-6099

☐ Comments:

➤ **Statutory Verification of Funding:**

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



**TRAVIS COUNTY TAX ASSESSOR-COLLECTOR
VOTER REGISTRATION DIVISION**

5501 Airport Blvd. PO Box 1748 Austin, TX 78767-1748

Tel: (512) 854-9473 Fax: (512) 854-4840

www.traviscountytax.org

September 4, 2009

MEMO TO: Lori Clyde, Purchasing

FROM: Nelda Wells Spears, Tax Assessor-Collector *NWS*

RE: Modification to EZ-Vote Contract, Requisition #473375,
Fund Account #018-0870-518-6099

This is to request a modification to the EZ-Vote contract to image Department of Public Safety online data to a voter application form. The modification will provide the import of the voter data and electronic signature to an Imaged voter application form to replicate the original DPS voter application paper form. The imaged form together with the voter signature is easily retrieved to verify the voter signature for petitions, ballot by mail applications, provisional ballots, cross-over voters, and possible illegal voter research.

Currently, Travis is the only county that has all of its DPS stations providing electronic data and signatures. The paper voter application forms are no longer provided. This request is to import the data and signature and provide this information in one place - an electronic image application.

Please contact Dolores D. Lopez, Voter Registration Director at 4-9203 if you need additional information.

RECEIVED
TRAVIS COUNTY
2009 SEP - 8 AM 11:14
PURCHASING
OFFICE

Fiscal Year 2009

Account Balance Inquiry

12:58:23

Account number . . . : 18-0870-518.60-99
Fund : 018 VOTER REGISTRATION FUND
Department : 08 TAX COLLECTOR
Division : 70 VOTER REGISTRATION
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 8 TAX COLLECTOR
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget	0	
Revised budget	19,750	07/01/2009
Actual expenditures - current00	
Actual expenditures - ytd00	
Unposted expenditures00	
Encumbered amount00	
Unposted encumbrances00	
Pre-encumbrance amount	9,750.00	
Total expenditures & encumbrances:	9,750.00	49.4%
Unencumbered balance	10,000.00	50.6

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

PURCHASE REQUISITION NBR: 0000473375

REQUISITION BY: K PFERTNER

STATUS: READY FOR BUYER PROCESS
REASON: ROUTINE

DATE: 6/11/09

SHIP TO LOCATION: TAX ASSESSOR/COLLECTOR

SUGGESTED VENDOR: 30099 EASY ACCESS INC

DELIVER BY DATE: 6/15/09

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DPS IMAGING OF DPS ELECTRONIC DATA TO FORM COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	65.00 HR	150.0000	9750.00	
REQUISITION TOTAL:				9750.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01808705186099	OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES	100.00	9750.00
				9750.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: MA960322 – Tax Office Computer System PAGE 1 OF 14 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 27, 2009
ISSUED TO: Easy Access, Inc. 4200-A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 18	EXECUTED DATE OF ORIGINAL CONTRACT: December 13, 1994
ORIGINAL CONTRACT TERM DATES: <u>February 28, 2003–February 29, 2004</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2006 – February 28, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 723,995.24**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified per the attached document titled:

**SUPPLEMENTAL AGREEMENT
AMENDMENT NUMBER 18 TO
CONTRACT FOR TAX OFFICE COMPUTER SYSTEM**

Note to Vendor:

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

LEGAL BUSINESS NAME: EASY ACCESS, INC.

BY: *William C. Hamer*
SIGNATURE

BY: William C. Hamer
PRINT NAME

TITLE: CEO
ITS DULY AUTHORIZED AGENT

☐ DBA
☒ CORPORATION
☐ OTHER

DATE:

8-28-09

TRAVIS COUNTY, TEXAS

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

DATE:

9/8/09

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**SUPPLEMENTAL AGREEMENT
AMENDMENT NUMBER 18 TO
CONTRACT FOR TAX OFFICE COMPUTER SYSTEM**

This Supplemental Agreement, Amendment Number 18, to the Contract for Tax Office Computer System, ("Amendment"), is made and entered into by and between Travis County, a political subdivision of the State of Texas, ("County"), and Easy Access, Inc., a Texas corporation, ("Contractor" or "EAI"), whose principal office is located at 4200 A N Bicentennial Drive, McAllen, Texas 78504, (collectively referred to herein as the "Parties").

Recitals

WHEREAS, the County and the Contractor entered into that certain Contract for Tax Office Computer System, dated December 13, 1994, pursuant to RFP #R940107-OJ, ("Contract"), wherein Contractor agreed to sell County, and County agreed to acquire and license from Contractor, the EZ-TAX System and the EZ-VOTE System; and

WHEREAS, on March 30, 2004, the County and Contractor entered into that certain Supplemental Agreement Amendment Number 4 to Contract for Tax Office Computer System ("Amendment Number 4"), wherein Contractor agreed to sell and County agreed to acquire and license from Contractor the EZ-VIP system for connection to the EZ-TAX and EZ-VOTE systems; and

WHEREAS, the parties desire to amend the Contract as provided below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following amendments to the Contract, which are in addition to previous amendments made thereto.

Amendments

Section 1. Enhancements to EZ-VOTE System.

1.1 Coverage. The Contract is hereby amended so that its terms, conditions and provisions, as heretofore amended, where feasible and when not in clear conflict with this Amendment, shall encompass and apply to enhancements to the EZ-VOTE System, related items and related services described in the SOW including any addenda thereto and the project plan.

1.2 Updates and Other Changes. The enhancements provided by EAI under this Amendment and the SOW including any addenda thereto shall include any and all updates, upgrades and modifications to such enhancements as part of EAI's support and maintenance program described in Subsection 1.6 hereof.

1.3 Installation, Testing and Acceptance.

1.3.1 The start date for the project described in the SOW shall be no later than twenty (20) business days from the execution date of this Amendment and, the project shall be completed within 2 weeks after the start date. Within this 2 week period, Contractor shall develop, setup, install, test, implement, and complete the enhancements described in the SOW and any addenda thereto with such development, setup, installation, testing, implementation, and completion accomplished in accordance with the SOW and the project plan. The enhancements also include all items and services described in the SOW including any addenda thereto and the project plan.

1.3.2 Contractor shall develop, setup, install, test, implement, and complete the enhancements, including all related items and services, at Contractor's corporate offices and at the Travis County Tax Office ("TCTO"), as described in the SOW including any addenda thereto and the project plan. Contractor shall setup, install, implement and complete the enhancements to a full operational and production level, in that the EZ-VOTE System, including the enhancements, are in production use and operating at or above the specifications set forth in the SOW including any addenda thereto, project plan and other applicable specifications and documentation. Upon completion of this project, the EZ-VOTE system, including the enhancements, shall be complete and require no additional debugging or programming, in order for users to operate the system including the enhancements.

1.3.3 County shall test and accept the enhancements to ensure that the EZ-VOTE system including the enhancements operate smoothly and efficiently and perform the additional functionality described in the SOW including any addenda thereto, the project plan, and other applicable specifications and documentation.

1.3.4 Consistent with the time period specified in Subsection 1.3.1 hereof, TCTO and Contractor shall mutually agree upon a project plan covering the development, setup, testing, installation, implementation, completion and acceptance of the enhancements. TCTO and Contractor shall also mutually agree upon measurable and observable acceptance criteria defining full operation of the enhancements with the EZ-VOTE system, with any supplementation to such criteria made by mutual agreement by TCTO and Contractor.

1.4 Documentation. Contractor shall provide the County all applicable user documentation and other documentation for the enhancements.

1.5 Training. Contractor shall provide training to designated TCTO staff as described in Subsection 5.3 of the SOW.

1.6 Support and Maintenance.

1.6.1 In addition to the support and maintenance provided under the Contract, as heretofore amended, EAI shall provide annual support and maintenance services for the enhancements, at no additional charge to County, including updates, upgrades, and modifications to the enhancements. Contractor shall provide support and maintenance services for the enhancements, as part of the support and maintenance services included in the current contract, as heretofore amended, including but not limited to Subsection 6.2 of the current contract and Subsections 3.1 and 3.2 of Amendment Number 4.

1.6.2 Post installation, support and maintenance services shall commence on the date following County's acceptance of the enhancements and shall continue through February 28, 2010. Contractor shall continue performance of support and maintenance services for the enhancements as described in Paragraph 1.6.1 above, for the maintenance year beginning March 1, 2010 and for each year thereafter for the life of the system. For the maintenance year beginning March 1, 2010, and for each subsequent maintenance year, support and maintenance for the enhancements shall be included as part of the total annual support and maintenance fee for the EZ-TAX and EZ-VOTE systems, with any increase in such total annual support and maintenance fee not to exceed five percent (5%) of the total fee for the preceding maintenance year.

1.6.3 As part of support and maintenance services, EAI personnel shall be available, through EAI's call support desk, to answer questions related to the enhancements and to assist TCTO personnel in on-going problem resolution.

1.7 Software. As defined in Subsection 1.11 of the Contract, as heretofore amended, "Software" also includes the enhancements covered by this Amendment and described in the SOW including any addenda thereto and the project plan.

1.8 Personnel Qualifications. EAI personnel shall have the expertise, knowledge, experience and ability to develop, setup, install, test, implement, and complete the enhancements in accordance with the SOW including any addenda thereto and the project plan.

1.9 License. The software license granted under the Contract, including all amendments thereto, shall also cover the enhancements provided by EAI under this Amendment, the SOW including any addenda thereto and the project plan. The enhancements are subject to the licensing provisions in the Contract, as heretofore amended, with respect to the scope of the license and the rights granted to County thereunder.

1.10 Activities and Services. EAI shall perform all activities and services needed to provide the enhancements including all related items under this Amendment, the SOW including any addenda thereto and the project plan.

1.11 Time of Essence. Time is of the essence in the performance of obligations under this Amendment.

Section 2. Project Management.

Project management shall be accomplished as described in Section 4.0 of the SOW and in the project plan.

Section 3. Changes.

3.1 This Supplemental Agreement may be amended only as authorized by Section 22 of the Contract, which authorizes Contract amendments including project change requests.

3.2 A project change request must detail the change and identify the impact of the change on project deliverables, including the enhancements and deliverables described in the SOW including any addenda thereto and the project plan. The Project Managers will review the change request and its impact upon the project and will mutually agree upon its content, cost and delivery schedule. The Project Managers will be responsible for obtaining approval of all change requests.

3.3 The Project Managers will use the change control process described in this Section 3 and in Section 7.0 of the SOW to handle any requested modifications to the SOW or any addenda thereto. Any requested modifications to the SOW or any addenda thereto, which are clearly outside the scope of this Amendment or the SOW or any addenda, shall be subject to the One Hundred Fifty Dollar (\$150) hourly rate specified in this Amendment and the SOW.

Section 4. Price and Payment.

4.1 The price and payment provisions set forth in this Subsection 4.1 and Subsection 4.2 below shall apply to EAI's development, setup, installation, testing, implementation, and completion of the project as described in the SOW including any addenda thereto and the project plan. For EAI's development, setup, installation, testing, implementation, and completion of the enhancements described in the SOW and the project plan, County shall pay EAI a total sum not to exceed Nine Thousand Seven Hundred Fifty Dollars (\$9,750) (\$150 per hour x 65 hours). Sales and use taxes are not applicable to this procurement. Other than the payment authorized hereunder and any other additional payments authorized by County and Contractor pursuant to the change control process described in Section 3 hereof and Section 7.0 of the SOW, the County is not obligated to pay EAI any other sums under this Amendment for the enhancements, related items, or related services provided under this Amendment, the SOW including any addenda thereto and the project plan. Throughout the life of the contract, including prior amendments and this Amendment, the County shall retain the license for all enhancements provided by EAI under this Amendment and the SOW including any addenda thereto and the project plan, at no additional cost to County.

4.2 Payment by County to EAI for the enhancements, related items, and related services provided under the SOW including any addenda thereto and the project plan shall be made as prescribed in this Subsection 4.2. Once the project has been completed, EAI will invoice the County for the enhancements, related items and related services and County will pay EAI in accordance with the invoicing and payment provisions set forth in the Contract including amendments thereto. The Contract, including prior amendments and this amendment, is subject to the Texas Prompt Payment Act.

Section 5. Term. This Supplemental Agreement shall become effective on the date of its approval by the Travis County Commissioners Court and shall continue in full force and effect for the life of the contract, until terminated in accordance with the Contract.

Section 6. Continued Force and Effect. Except as specifically amended hereby, the terms, conditions and provisions of the Contract, as heretofore amended, shall remain unchanged and in full force and effect and shall apply to the enhancements including all related items provided by EAI hereunder.

Statement of Work

July 6, 2009

For

Travis County

*Enhancement to the EZ-Vote System
DPS Imaging*

Prepared by:

Easy Access, Inc.

**4200 A N Bicentennial Dr
McAllen, Tx 78504
(956) 682-3466**

TABLE OF CONTENTS

1.0	STATEMENT OF INTENT	3
2.0	SOLUTION OVERVIEW	3
3.0	ASSUMPTIONS AND DEPENDENCIES	3
4.0	PROJECT MANAGEMENT REQUIREMENTS	3
5.0	PROJECT SCOPE.....	3
5.1	TASK 1 - PROJECT INITIATION AND ON-GOING PROJECT MANAGEMENT	3
5.2	AGREEMENT OF WORK TO BE PERFORMED.	3
5.3	TRAINING FOR TCTO.	3
6.0	POST INSTALLATION SUPPORT	3
7.0	PROJECT CHANGE CONTROL	3
8.0	STATUS REPORTING	3
9.0	PROJECT PRICING/COST	3

1.0 Statement of Intent

This Statement of Work (SOW) discusses the responsibilities and scope of work for Easy Access, Inc. (EAI) and Travis County Tax Office (TCTO) with regard to the implementation of services that EAI will provide to TCTO in order to achieve necessary enhancements to the EZ-Vote System in order to image DPS Electronic Data to the "Voter Registration Application" form.

EAI will be the primary contractor responsible for project management. EAI and TCTO will perform the tasks detailed in the Project Scope section of this document, Section 5. EAI will assign a project manager that will serve as both the overall Project Manager and as an assistant to the TCTO Project Manager. The EAI Project Manager and the TCTO Project Manager will work together to manage project dates, sub-tasks, deliverables, etc.

This Statement of Work contains the following:

- Solution Overview
- Assumptions and Dependencies
- Project Management Responsibilities
- Project Scope
- Project Change Control Procedure
- Status Reporting
- Project Pricing/Cost

Changes to the scope of this Statement of Work will be managed according to the Project Change Control process described in the Contract, Amendment 18 thereto and Section 7.0 of this Statement of Work ("SOW").

2.0 Solution Overview

EAI will provide services within the limits defined in Section 5 of this document for the overall task discussed below:

- DPS Electronic Data to the "Voter Registration Application" form

Additional tasks which are not within the scope of this project will be subject to the Project Change Control process described in the Contract, Amendment 18 thereto, and Section 7.0 of this SOW.

3.0 Assumptions and Dependencies

This Statement of Work is predicated upon the following assumptions and dependencies. These assumptions and dependencies are based on EAI's understanding of the requested services. Changes to any of these assumptions or dependencies may result in changes to the cost and/or schedule of the project administered through the Project Change Control process described in the Contract, Amendment 18 thereto, and Section 7.0 of this SOW.

- 3.1 Start date for this project shall be no later than 20 business days from the execution date of the Amendment.
- 3.2 This Statement of Work will be invoiced on a Time and Materials basis with a not to exceed amount specified in Amendment 18 and in Section 9.0 of this SOW and with payments made in accordance with the Contract and Amendment 18 thereto. EAI will

- meet the objectives communicated by TCTO to EAI and outlined in Amendment 18 and this SOW. The tasks outlined in Section 5, Project Scope, are intended to meet those objectives. Changes to the scope of this Statement of Work will be managed according to the Project Change Control process described in the Contract, Amendment 18 thereto and Section 7.0 of this SOW.
- 3.3 In any instances where EAI requires access to TCTO's legacy systems, servers, databases or applications, TCTO will provide appropriate technical resources to facilitate access (e.g., - System Administrator, network specialist, eTCTO...).
 - 3.4 The TCTO facility and computer network will be available to EAI's project staff, except for periods of scheduled maintenance. TCTO will communicate any planned outages in service to the EAI project team at least 2 normal business days in advance.
 - 3.5 At the time of installation, work area desks with telephones and LAN attached workstations will be available in close proximity to the installed systems for one member of the EAI project staff. Additional facilities for other staff members will be made available upon request.
 - 3.6 Throughout the duration of this work assignment, TCTO will communicate to the EAI project team any planned or known modifications to the existing Project. This notification will occur at least 2 normal business days in advance. Changes to the scope of this Statement of Work due to these modifications will be managed according to the Project Change Control process described in the Contract, Amendment 18 thereto and Section 7.0 of this SOW.
 - 3.7 EAI will perform development and testing at its corporate offices as well as at the TCTO offices.
 - 3.8 If EAI is delayed in the progress of the project by an act of TCTO or their employees or subcontractors not caused by any act, omission, or fault of EAI or its employees or subcontractors, the Contract time shall be reasonably extended to enable EAI to perform its obligations under Amendment 18 and this SOW. However, no payment shall be due for the performance of such obligations until they are performed as required under Amendment 18 and this SOW. In addition, no payment increase will be authorized if a delay is the result of any act, omission, or fault of EAI or its employees or subcontractors, although an adjustment in the project schedule may be made in the discretion of TCTO. Other delays caused by an event of force majeure are subject to the force majeure provisions set forth in Subsection 29.2 of the Contract.
 - 3.9 EAI and TCTO assigned staff will provide timely assistance in performing project tasks at TCTO. TCTO retains the responsibility for managing the project-related activities of the TCTO internal staff and subcontractors employed by TCTO. TCTO will promptly coordinate and schedule personnel to participate in the installation and demonstration tasks to be performed as part of this project. However, TCTO is not responsible for supervising or managing the project related activities of the assigned EAI staff or any subcontractors employed by EAI.
 - 3.10 TCTO will provide workstations, which are at a minimum designed to provide adequate access to the server which supports the EZ-Vote System located in the Travis County Tax Office.
 - 3.11 EAI shall provide technical support for EZ-Vote in accordance with the Contract including any and all amendments thereto. EAI shall provide technical support for the enhancements and deliverables described in this SOW in accordance with the Contract

- including any and all amendments thereto and Section 6.0 of this SOW. Technical support, which is clearly outside the scope of the Contract, previous amendments thereto, Amendment 18 and this SOW, shall be provided by EAI at the rate of \$150.00 per hour, (billed in 4-hour minimum increments per day while on-site, billed in half-hour minimum increments when working remotely from the EAI offices). Such out of scope support shall not be provided until the parties mutually agree to such support in accordance with the Change Control process described in the Contract including any and all previous amendments thereto, Amendment 18, and Section 7.0 of this SOW.
- 3.12 Any travel expenses incurred by EAI while providing professional services under Amendment 18 including this SOW will be reimbursed by County in accordance with County's travel policy.
- 3.13 EAI shall retain ownership of any design, source code, or documentation provided as part of Amendment 18 and this SOW. EAI grants to County, at no additional charge to County, a, Perpetual, Non-exclusive, non-transferrable, non-assignable license to Use the enhancements and deliverables listed in this SOW.
- 3.14 TCTO will allow EAI to utilize TCTO's facilities for any mentoring or training of TCTO's staff associated with this project.
- 3.15 The hours specified in Section 9.0 hereof do not include the hours required to log and resolve problem reports with files, data or software. If problems are discovered, the EAI Project Manager will communicate these problems to the TCTO Project Manager and provide TCTO with the appropriate Change Control request (e.g., Program Modification Requests). Such requests shall be handled in accordance with the Change Control process described in the Contract including any and all amendments thereto.

4.0 Project Management Requirements

TCTO will designate an individual who will possess the authority to act on its behalf with regard to all project matters and to whom all communications may be directed. However, any changes to Amendment 18 or this SOW must be managed in accordance with the Project Change Control process described in the Contract, Amendment 18 and Section 7.0 of this SOW.

4.1 General responsibilities will include:

- 4.1.1 Working with the EAI Project Manager.
- 4.1.2 Attending project status meetings.
- 4.1.3 Attending meetings.
- 4.1.4 Reviewing deliverables and enhancements with the EAI Project Manager.
- 4.1.5 Obtaining and providing information, data, decisions, and approvals on project matters within five (5) business days of EAI's request, unless TCTO and EAI agree to an extended time; provided, however, the five (5) business day deadline shall not apply to any change of Amendment 18 or this SOW that requires an increase in the costs or number of hours required to provide the deliverables and enhancements described in this SOW. Any such increases must be approved by the parties hereto in accordance with the Project Change Control process described in the Contract, Amendment 18 thereto and Section 7.0 of this SOW.
- 4.1.6 Resolving deviations from the project plan.

- 4.1.7 Resolving project issues as necessary.
- 4.1.8 Monitoring and reporting project status on a regular basis to TCTO management.

5.0 Project Scope

The following section discusses the scope of work and time needed for EAI to perform the tasks set forth in this SOW. The scope of work is limited to the following tasks. The organization(s) responsible for performing each sub-task has been identified next to the sub-task. The possible organizations include EAI and TCTO. The following tasks and their associated deliverables are planned to be completed and delivered to TCTO.

5.1 Task 1 - Project Initiation and On-going Project Management

During the Project Initiation phase, Project Management will include the development of a high level project plan between TCTO and EAI to be attached to this SOW. The project teams will be assembled and project tasks and responsibilities for TCTO and EAI will be defined.

On-going project management tasks include managing the EAI project resources and handling communications between TCTO and EAI.

5.1.1 Project Initiation Sub-Tasks:

- 5.1.1.1 EAI & TCTO - Review/Approve Project Plan
- 5.1.1.2 EAI & TCTO - Define Project Responsibilities
- 5.1.1.3 EAI & TCTO - Perform Project Staffing Assignments
- 5.1.1.4 Deliverables/Completion Criteria:
 - 5.1.1.4.1 Approved Project Plan

5.1.2 On-going Project Management Sub-Tasks:

- 5.1.2.1 EAI and TCTO - Track Project Status
- 5.1.2.2 EAI and TCTO - Track Project Time
- 5.1.2.3 EAI and TCTO - Attend Meetings
- 5.1.2.4 EAI and TCTO - Coordinate the Resolution of Issues and the Management of Tasks
- 5.1.2.5 EAI and TCTO - Provide for Status Meetings
- 5.1.2.6 EAI and TCTO - Conduct On-going Project Change Management

5.1.3 Deliverables/Completion Criteria:

- 5.1.3.1 On-going Project Management
- 5.1.3.2 Status Meetings
- 5.1.3.3 Issue Resolution
- 5.1.3.4 Project Change Management

5.2 Agreement of Work to be performed.

Work to be performed or included:

- 5.2.1 Create new form based on DPS Electronic Data Submission

- 5.2.2 Decode DPS signature format (base64 encoding) and create JPG/TIFF compatible image of signature
- 5.2.3 Merge DPS signature image onto new form along with application data received
- 5.2.4 Create index to store DPS application image in the EZ-VOTE imaging system

5.3 Training for TCTO.

EAI shall provide training to designated TCTO staff at TCTO offices. This training shall encompass the deliverables and enhancements listed in 5.2 of this SOW. EAI shall provide training, consisting of 2 hours to designated staff. EAI shall include training to administrative staff who shall continue ongoing instruction to current and future staff. EAI and TCTO shall mutually agree upon date and time of training upon the completion and deployment of all deliverables and enhancements.

6.0 Post Installation Support

Post installation support shall commence on the day following implementation by EAI. EAI personnel will be available to answer questions through EAI's call support desk related to the installation and to assist in on-going problem resolution. Post installation support shall be provided at no additional charge as part of the services and support included in the current EZ-Tax/ EZ-Vote Contract and amendments thereto which includes on-going support. The yearly cost of such support shall not increase to encompass the new deliverables and enhancements which are stated in Section 2.0 and Subsection 5.2 of this SOW.

7.0 Project Change Control

EAI recognizes that changes to the scope of this project may occur as part of the proposed implementation. These proposed changes may result in new or modified requirements and will be presented in a manner which best represents the benefit trade-offs necessary to implement the function. The following procedure will be followed for all change requests:

- 7.1 A Project Change Request will be the vehicle for requesting change. The request must detail the change and identify the impact of the change on deliverables, timeframes, and the cost of the project.
- 7.2 EAI's and TCTO's Project Managers will review the change request and its impact and mutually agree upon its content, cost, and delivery schedule.
- 7.3 EAI's and TCTO's Project Managers will be responsible for obtaining approval of all change requests and the change requests shall not become effective until approved by both parties hereto in accordance with the Change Control process described in the Contract and Amendment 18 thereto. Once approved, all changes will become an addendum to Amendment 18 and this SOW. Upon approval of the change request as required under the Contract, Amendment 18 and this Section, work will be performed per the change request.

8.0 Status Reporting

EAI's and TCTO's project management will provide for status meetings. Status meetings will include updates related to progress on the project as well as any deviations from the plan. In addition, either an on-site meeting or conference call to address any

open issues can supplement these meetings. The primary purpose of such status reporting is to assure timely delivery of systems components and provide a forum for issue discussion and resolution.

9.0 Project Pricing/Cost

The project cost listed below represents the cost of anticipated services needed to complete the project described in this Statement of Work. The total is a "not to exceed" amount which may not be changed except by modification of Amendment 18 and this SOW. All EAI services will be billed at the end of each month at the contract rate of \$150.00 per hour for hours worked under this Statement of Work. All payments under Amendment 18 and this SOW are subject to the Contract as heretofore amended, Amendment 18 and the Texas Prompt Payment Act.

EAI will work with TCTO to identify any items that may significantly affect the delivery date or cost of this project.

County may terminate Amendment 18 including this SOW in accordance with the termination provisions of the Contract except that TCTO has the option of giving EAI notice of termination at least 5 days before the effective date of termination. The notice of termination to EAI shall include the effective date of termination. Upon termination, EAI shall be paid for all work performed up to the date of termination at the rate of \$150.00 per hour, subject to the "not to exceed" amount set forth below, provided such work is satisfactory to the County.

EAI may terminate Amendment 18 and this SOW in accordance with the termination provisions of the Contract. Upon termination, EAI shall be paid for all work performed up to the effective date of termination at the rate of \$150.00 per hour, provided such work is satisfactory to the County.

Table 1 contains the costs to perform this Statement of Work: provided there are no changes:

TABLE 1 – "Cost of Services"

Payor	Description	Amount
TCTO	Hourly fee of \$150.00	Number of hours: 65 Not to exceed \$9,750.00



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 9/4/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR ELECTRONIC MONITORING, RFP P090193-OJ, TO THE BEST QUALIFIED RESPONDENT, VICTIM SAFETY FIRST, LLC. (PRETRIAL SERVICES, ADULT PROBATION, JUVENILE PROBATION)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: Juvenile Probation, Emmitt Hayes, 854-7031, Estela P. Medina, Chief Juvenile Probation, Irma Guerrero, 854-9381, Rosie Ramon-Duran, Asst. Director, 854-4608, Lila Oshatz, 854-7602, Craig Valashek, 854-3552, Dr. Geraldine Nagy, 854-4608

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract will provide for the provision of Electronic Monitoring for Pretrial Services, Juvenile Probation and Adult Probation.

Proposals were received on June 1, 2009, for the provision of a twelve (12) month Term Contract for Electronic Monitoring for Pretrial Services, Juvenile Probation and Adult Probation. There were three respondents: Victim Safety First, LLC, General Security Services Corporation and Recovery Healthcare. A copy of the evaluation matrix showing the total points assessed for each respondent is attached.

The Purchasing Office concurs with the recommendation from Pretrial Services, Juvenile Probation and Adult Probation to award a contract to the qualified respondent, Victim Safety First, LLC, Austin, Texas. The recommendation is based on the pricing and services offered.

The unsuccessful proponents have been notified of our court recommendation to award a contract to Victim Safety First, LLC, for the three departments.

- **Contract Expenditures:** Within the last 12 months \$123,584.35 has been spent against this requirement.

☐ Not applicable

➤ **Funding Information:**

* ☐ Purchase Requisition in HTE:

* ☒ Funding Account(s) 001-4200-588-6099 (Pretrial Services), 001-4530-593-6099 (Juvenile Probation) and state funds will be used by Adult Probation when necessary.

☒ Comments: A purchase order will be issued monthly for the number of electronic monitor units used.

➤ **Statutory Verification of Funding:**

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

ADULT PROBATION DEPARTMENT*of Travis County*

Central Unit
 411 W. 13th Street,
 Suite 400
 Austin, TX 78701
 512-854-4600
 512-854-4606 Fax

North Unit
 10409 Burnet Rd
 Austin, TX 78758
 512-854-9775
 512-854-4533 Fax

Mental Health Unit
 4920 IH 35 North
 Suite 110
 Austin, TX 78751
 512-854-1800
 512-854-5285 Fax

South Unit
 4011 McKinney Falls Pkwy
 Suite 1300
 Austin, TX 78744
 512-854-CSCD (2723)
 512-854-4612 Fax

SMART
 3404 S FM 973
 Del Valle, TX
 78617
 512-854-3150
 512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

www.co.travis.tx.us/AdultProbation

Voice Response System: 512-495-6563 or 1-800-451-3887

Dr. Geraldine Nagy, Director
 Rosie Ramón-Durán, Assistant Director

MEMORANDUM

TO: Cyd Grimes, Travis County Purchasing Agent

FROM: Lila Oshatz, Social Services Division Director

DATE: July 21, 2009

SUBJECT: Electronic monitoring contract award for Travis County Adult Probation

On April 13, 2009, Request for Proposal (RFP) #P090193-OJ was posted inviting interested respondents to submit proposals for electronic monitoring services. The services requested would be for Travis County Pretrial Services, Travis County Adult Probation and Travis County Juvenile Probation. As a result of the posting, three responses were received. The respondents included General Security Services Corporation (GSSC), Victim Safety First (VSF) and Recovery Healthcare Corporation (RHC).

The proposals were subsequently distributed to representatives from the three county agencies and Purchasing for review and evaluation. During the evaluation period, the proposals were reviewed and meetings were held with the respondents to allow them an opportunity to answer questions and provide additional information concerning their proposals. The proposals were then evaluated based on the performance parameters established and the pricing for the services and equipment that would be provided by the respondent. The completed evaluations were submitted to Purchasing where the total points for all respondents were calculated. The scoring resulted in VSF receiving the highest score. It was the consensus of all the reviewers that the proposal submitted by VSF met all of the established performance parameters at the most competitive pricing. As a result, it is recommended that VSF be awarded the contract to provide electronic monitoring services and equipment for the Travis County Adult Probation Department.

The Department has decided that we want to be included in the sole County contract for VSF ELM services. We will not generate a separate Department contract for this vendor. When necessary, we will use state funds for services for indigent probationers.

Xc: Dr. Geraldine Nagy
 Rosie Ramon-Duran
 Craig Valashek
 Lolly Jones



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

MEMORANDUM

RECEIVED
TRAVIS COUNTY
2009 JUL 24 PM 2:00
PURCHASING
OFFICE

TO: Cyd Grimes
Purchasing Agent

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

RE: Award of RFP #P090193-OJ Electronic Monitoring and GPS Tracking

DATE: July ²²~~20~~, 2009

Travis County Juvenile Probation has reviewed the above referenced RFP for Electronic Monitoring and GPS Tracking services for Probation Services. The Department recommends award to the low bidder, Victim Safety First. This vendor has demonstrated that they are capable of managing the service needs for our department. The following details the commodity/Sub-commodity Code and the budget line item that will be used for this contract.

Commodity/Sub-Commodity Code: 962/030

Budget Line Item: 001-4530-593-6099

If you need additional information, please contact Emmitt Hayes at 854-7031.

EPM: gc

Cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Michael Williams





Travis County Pretrial Services

a division of the Adult Probation Department

509 West 11th Street, Room 1.800

Austin, TX 78701


512-854-9381

512-854-9018 Fax

Irma Guerrero, Division Director

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Irma Guerrero, Pretrial Division Director 

DATE: July 16, 2009

RE: Recommendation for Electronic Monitoring Contract

Based on the following reasons, we would like to recommend the Electronic Monitoring contract to Victim Safety First, LLC.

- VSF's low bid of \$3.00 for the daily rate for the county funded radio frequency electronic monitoring device can be sustained and is not cost prohibited. This rate is only 16 cents higher than the current fee, and much lower than the bids submitted by the other two vendors.
- VSF is a local vendor based in Austin, TX
- VSF's evaluation scores were higher than the other two vendors

Pretrial's account number is 00142005886099.

**ELECTRONIC MONITORING
RFP #P090193-OJ
EVALUATION MATRIX**

EVALUATION FACTORS:	POINTS	VICTIM SAFETY FIRST	GENERAL SECURITY SERVICES CORP.	RECOVERY HEALTHCARE CORP.
3.1 Unit cost(s) per person electronically monitored.	20	20	13.43	7.14
3.2 Capabilities of the equipment proposed and the specifications for transmitter, receiver or monitor, central computer and computer software.	20	18.43	19.57	13.71
3.3 The manner in which minimum performance parameters are met and the extent, if any, to which these parameters are exceeded.	15	13.86	13.57	7.71
3.4 Time required for service activation and termination.	15	14.29	14.14	6.71
3.5 Tamper resistance of equipment and the ease of installation of the equipment.	15	14.86	14.71	14.57
3.6 Previous contractor experience and qualifications & quality of performance based on information from references provided.	10	7	8.71	4.29
3.7 Proposer's maintenance of units, repair service time frames and inventory of repair parts for proposed equipment.	10	9.71	9.29	3.71
3.8 Proposer's reporting service capabilities to the County.	10	9.29	9.57	7.57
3.9 Security and privacy of information obtained from the monitoring service.	10	9	9.86	7.14
3.10 Contractual Terms & Conditions	5	5	4.43	2.86
3.11 Proposer's staff training on the use of equipment.	5	4.86	4.71	2.14
TOTAL POINTS	135	126.30	121.99	77.55

Fiscal Year 2009

Last Updated 9-10-09 at 3:12pm

Account Balance Inquiry

14:56:40

Account number . . . : 1-4200-588.60-99
Fund . . . : 001 GENERAL FUND
Department . . . : 42 PRETRIAL SERVICES
Division . . . : 00 NON-DIVISIONAL
Activity basic . . . : 58 CORRECTNS & REHABILITATN
Sub activity . . . : 8 PERSONAL BOND
Element . . . : 60 OTHER PURCHASED SERVICES
Object . . . : 99 OTHER PURCHASED SERVICES

Original budget	74,000	
Revised budget	90,151	10/01/2008
Actual expenditures - current	5,350.56	
Actual expenditures - ytd	69,305.64	
Unposted expenditures00	
Encumbered amount	5,401.68	
Unposted encumbrances00	
Pre-encumbrance amount00	
Total expenditures & encumbrances:	80,057.88	88.8%
Unencumbered balance	10,093.12	11.2

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

Fiscal Year 2009

Last Updated 9-10-09 at 3:12pm

Account Balance Inquiry

14:56:56

Account number : 1-4530-593.60-99
Fund : 001 GENERAL FUND
Department : 45 JUVENILE PROBATION
Division : 30 PROBATION SERVICES
Activity basic : 59 JUSTICE SYSTM (JUV SRVCS)
Sub activity : 3 JUVENILE PROBATION
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget :	1,253,131	
Revised budget :	1,163,811	08/28/2009
Actual expenditures - current . :	70,572.45	
Actual expenditures - ytd . . . :	501,344.87	
Unposted expenditures :	15,486.60	
Encumbered amount :	110,427.16	
Unposted encumbrances :	171,375.59	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	869,206.67	74.7%
Unencumbered balance :	294,604.33	25.3

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



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

21

Approved by: _____

Cyd V. Grimes 9/8/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 58, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Gabe Stock, AIA, LEED AP, Senior Architectural Associate

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Facilities Management requests approval for issuance of Job Order No. 58 to Architectural Habitat of Austin, Inc. This job order is issued to provide minor construction and renovation services for the Smith Road Restroom Expansion.

This restroom expansion will include the demolition of drywall and framing, millwork, painting, plumbing, electrical, ceramic tile installation and toilet partitions, among other services.

Upon approval, Job Order No. 58 will be issued at the total negotiated cost of \$57,029.37.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: (Req. No. 480255)
- ☒ Funding Account(s): 001-1405-821-5004
- ☒ Total Project Budget: \$57,617.00
- ☒ Construction Budget: \$57,029.37
- ☒ Miscellaneous Budget: \$587.63
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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



Rich
9.3.09
MB

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD# SMITH-05-09R-4R

File: 802

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Gabe Stock, AIA, LEED AP, Senior Architectural Associate

DATE: September 3, 2009

SUBJECT: Smith Road Restroom Expansion
Contract No. 07K00307RV – Job Order #58

RECEIVED
TRAVIS COUNTY
2009 SEP - 3 PM 1:46
PURCHASING
OFFICE
Roger El Khoury

Facilities Management Department (FMD) recommends issuance of a purchase order, in the amount of \$57,029.37, to Architectural Habitat for construction work related to the Smith Road Restroom Expansion. The cost proposal is fair and reasonable. Architectural Habitat is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account #001-1405-821-5004 and are encumbered under the requisition number 480255. The performance period for this work will be 42 days.

The construction cost is \$57,029.37, which is below the project budget of \$57,617.00 by \$587.63. The design was performed in house by FMD.

Your assistance in posting this item for Commissioner Court approval on the September 15, 2009 Voting Session agenda is greatly appreciated. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

ATTACHMENT:

- 1) Cost Proposal from Architectural Habitat.

COPY TO:

Amy Draper, CPA, Financial Manager, Facilities Management
Richard Villareal, Construction Procurement Specialist, Purchasing Office

TEXAS COOP EXTENSION
GABE STOCKFILE:TCE
DATE 8-20-09

ITEM	COST
SUPERVISION	\$ 6,000.00
DUMPSTER	\$ 1,550.00
FINAL CLEAN	\$ 400.00
FLOOR PROTECTION	\$ 300.00
TEMP TOILET CLEAN DAILY	\$ 500.00
DAY LABOR	\$ 400.00
TEMP TOILETS	\$ 4,650.00
DRYWALL/ACOUSTIC	\$ 6,496.00
PAINT INTERIOR ONLY	\$ 816.00
MIRRORS	\$ 396.00
TOILET PARTITIONS	\$ 4,590.00
MILLWORK	\$ 2,825.00
CERAMIC TILE	\$ 6,320.00
PLUMBING	\$ 11,517.00
ELEC	\$ 1,926.00
TEMP ELEC	\$ 600.00
TEMP WATER	\$ 150.00
SUB TOTAL	\$ 49,436.00
O/P	\$ 5,932.32
SUB TOTAL	\$ 55,368.32
BOND	\$ 1,661.05
TOTAL	\$ 57,029.37

ADD \$1405.00 TO REPLACE EXISTING FIXTURES
SAW CUTTING AFTER HOURS
EXCLUDE PERMIT
EXCLUDE HVAC
EXCLUDE FIRE ALARM
EXCLUDE TOILET ACC,S

CONTRACT NO. 07K00307RV

Job Order No. 58
Dated September 3, 2009RECEIVED
TRAVIS COUNTYArchitectural Habitat of Austin, Inc.
Attn.: Ms. Jan Cannaday
1707 West Koenig Lane
Austin, Texas 78756

2009 SEP -4 AM 9:30

PURCHASING
OFFICE

- A. JOB ORDER NO. 58, WHICH REQUIRES **ARCHITECTURAL HABITAT OF AUSTIN, INC.** TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES FOR THE **SMITH ROAD RESTROOM EXPANSION-1600-B SMITH ROAD**, AS PER CONTRACT REQUIREMENTS, **ARCHITECTURAL HABITAT OF AUSTIN, INC.** ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF **\$57,029.37** IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: **FORTY-TWO (42) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.**

ARCHITECTURAL HABITAT OF AUSTIN, INC.

Jan Cannaday 9-4-09
JAN CANNADAY DATE

Cyd V. Grimes 9/8/09
CYD V. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

22

Approved by: _____

Cyd V. Grimes 9/4/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3, AN ASSIGNMENT OF CONTRACT NO. 07T00337RG, FROM CMD, INCORPORATED D/B/A TEXAS ALTERNATOR STARTER SERVICES TO MCADAMS GROUP, LLC D/B/A TEXAS ALTERNATOR STARTER SERVICES. (TNR)

Points of Contact:

Purchasing: Rosalinda Garcia, 854-9763

Department: TNR, Joe Gieselman, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

RECEIVED
COUNTY CLERK'S OFFICE
09 SEP -8 PM 2:54

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

This contract provides Non-OEM Automotive Parts for Travis County TNR on an as needed basis. The Commissioners Court approved the contract on July 24, 2007.

Modification No. 1, approved by Purchasing Agent on May 5, 2008, extended the contract for an additional twelve (12) months through July 26, 2009.

Modification No. 2, approved by Purchasing Agent on May 4, 2009, extended the contract for an additional twelve (12) months through July 26, 2010 and added a ship to location.

Modification No. 3 will approve Assignment of Contract to McAdams Group, LLC d/b/a Texas Alternator Starter Services.

Contract Expenditures: Within the last 11 months \$19,992.35 has been spent against this contract.

☐ Not applicable

➤ **Contract Modification Information:**

Modification Type: Assignment of Contract

➤ **Funding Information:**

- ☐ Purchase Requisition in HTE
- ☒ Funding Account(s) 09949516213021
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Fund Forms: Verified_____ Not Verified_____ by Auditor.

Fiscal Year 2009

Account Balance Inquiry

14:43:48

Account number . . . : 99-4951-621.30-21
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 51 VEHICLE/EQUIP/BLDG. MAINT
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 30 OPERATG SUPPLIES,RP&E,NC
Object : 21 AUTO REPAIR & EQUIP SUPP

Original budget	187,900	
Revised budget	218,515	08/31/2009
Actual expenditures - current . . .	18,281.16	
Actual expenditures - ytd	161,755.93	
Unposted expenditures	325.89	
Encumbered amount	33,454.62	
Unposted encumbrances	1,924.11	
Pre-encumbrance amount	238.80	
Total expenditures & encumbrances:	215,980.51	98.8%
Unencumbered balance	2,534.49	1.2

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

Parts

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rosalinda Garcia TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 3, 2009
ISSUED TO: Texas Alternator Starter Services Attn: Joel McAdams P.O. Box 9131 Austin, Texas 78766	MODIFICATION NO.: 0003	EXECUTED DATE OF ORIGINAL CONTRACT: July 24, 2007
ORIGINAL CONTRACT TERM DATES: <u>July 27, 2007 to July 26, 2008</u> CURRENT CONTRACT TERM DATES: <u>July 27, 2008 to July 26, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/a
 Current Modified Amount \$ N/A

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

The above referenced contract is hereby modified to reflect the following changes:

- Effective September 1, 2009, the Contractor's name on Contract No. 07T00337RG is changed as follows:

Texas Alternator Starter Services CMD INC P.O. Box 9131 Austin, Texas 78766	to	Texas Alternator Starter Services McAdams Group, LLC P.O. Box 9131 Austin, Texas 78766
--	----	---

DRAFT

Note to Vendor:

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> 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: _____

DRAFT

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are CMD, Incorporated doing business as Texas Alternator Starter Services, a corporation duly authorized and operating under the laws of the State of Texas (Assignor"), and McAdams Group, LLC doing business as Texas Alternator Starter Services, a corporation duly authorized and operating under the laws of the State of Texas("Assignee").

RECITALS:

- A. Travis County and Texas Alternator Starter Services, entered into a written Contract for the provision of Non OEM Automotive Parts (Contract No. 07T00337RG) on July 24, 2007, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as September 1, 2009 (the "Effective Date of Assignment").
2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
6. All references in this Assignment to the Contract encompass the original Contract, No 07T00337RG, and modifications 1 through 2 thereto. Said modifications are hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

CMD, Inc.
Texas Alternator Starter Services

McAdams Group, LLC
Texas Alternator Starter Services

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title & Date: _____

Title & Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from CMD, Incorporated dba Texas Alternator Starter Services to McAdams Group, LLC dba Texas Alternator Services.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

23

Approved by: _____

Cyd V. Grimes 9/8/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO INTERLOCAL AGREEMENT IL080007VR, HAYS COUNTY JUVENILE CENTER, FOR RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: David Walch

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

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: N/A

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

This interlocal agreement is for the provision of residential treatment services for juvenile offenders within the Juvenile Probation Department. Travis County currently has over 37 active Residential Treatment Service Contracts and interlocals with different counties throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youths being placed.

Modification No. 2 increases the daily reimbursement rates for each child placed at this facility by Travis County. In addition, it establishes a fee for Detention Services. The daily reimbursement rates will increase as follows:

- Child placement for the Drug and Alcohol Program will increase from \$100.00 per day to \$127.00 per day.
- Child Placement for the Sex Offender Program will increase from \$120.00 per day to \$127.00 per day.
- Child Placement for Boot Camp program will increase from \$95.00 per day to \$100.00 per day.
- Detention Services fee established at \$95.00 per day.

Modification No. 1 increased the daily reimbursement rates for each child placed by Travis County.

- **Contract Expenditures:** Within the last 12 months \$366,370 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 12/11/07 - 9/30/08 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Estimated)

Modification Type: Increase daily rate per child.

Modification Period: 10/1/08 -9/30/09 (auto renewal)

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): **001-4530-593-6205**

☐ Comments:

➤ **Statutory Verification of Funding:**

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

Funds will be verified, on an as needed basis, through requisitions processed against the contract

Treatment Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 28, 2008
ISSUED TO: Hays County Juvenile Center Attn: Brett Littlejohn 2250 Clovis Barker Road San Marcos, Texas 78666	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: December 11, 2007
ORIGINAL CONTRACT TERM DATES: 12/11/07 – 9/30/08		CURRENT CONTRACT TERM DATES: 12/11/07 – <u>until terminated</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: As Needed Basis Current Modified Amount As needed basis

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.

A. Pursuant to section IV “Compensation, Billing, and Payment”, item 4.1 is hereby deleted in its entirety and replaced as follows:

4.1 **Daily reimbursement.** For and in consideration of the satisfactory performance of the services described in Section III and Contractor’s compliance with the terms and conditions of this Contract, County shall pay Contractor a daily reimbursement for each child placed by County and receiving services from Contractor in accordance with this Contract. The amount of daily reimbursement shall be as follows:

- 4.1.1 Child placement w/ Juvenile Intensive Treatment Program (JITP) = \$127.00 per day
- 4.1.2 Child placement w/ Sex Offender Program = \$127.00 per day
- 4.1.3 Child placement w/ Boot Camp Program = \$100.00 per day
- 4.1.4 Detention services = \$95.00 per day

Note to Vendor:

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

LEGAL BUSINESS NAME: <u>Hays County Juvenile Center</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Brett Littlejohn</u>	DATE: <u>9-2-09</u>
PRINT NAME	
TITLE: <u>Administrator</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u>	<u>9/8/09</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT




ESTELA P. MEDINA
Chief Juvenile Probation Officer

RECEIVED
TRAVIS COUNTY
2009 AUG 21 PM 1:31
PURCHASING
OFFICE

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
Chief Juvenile Probation Officer

RE: Hays County Juvenile Center – Contract #IL080007VR

DATE: August²⁰, 2009

Travis County Juvenile Probation Department currently has an Inter-Local Agreement with Hays County Juvenile Center. Our department is requesting to renew the agreement for another year. The Hays County Juvenile Center will provide the following services the cost per day indicated below:

Detention services will be provided at a cost of \$95.00 dollars per day.

Boot Camp /Academy Program will be provided at a cost of \$100.00 dollars per day. ✓

Juvenile Intensive Treatment Program (JITP) will be provided at a cost of \$127.00 dollars per day. ✓

Sex Offender Residential Treatment Program (SORT) will be provided at a cost of \$127.00 per day. ✓

The following details funding detail item to be used in this agreement:

Contract Number & Name: IL080007VR – Hays County Juvenile Center

Account Number: 001 4530 593 6205

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

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Michael Williams

EPM: gc





9-10-09 at 3:12pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

24

Approved by: _____

Cyd V. Grimes 9/10/09 MB

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO INTERLOCAL AGREEMENT IL080039VR, VICTORIA COUNTY, FOR RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: David Walch

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

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: N/A

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

This interlocal agreement is for the provision of residential treatment services for juvenile offenders within the Juvenile Probation Department. Travis County currently has over 37 active Residential Treatment Service Contracts and interlocals with different counties throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youths being placed.

Modification No. 1 increases the daily reimbursement rates for each child placed at this facility by Travis County. The daily reimbursement rates will increase as follows:

- Placement for Females between ages of 10 and 17 will increase from \$90.00 per day to \$95.00 per day.
- Placement for Females between ages of 10 and 17 if pregnant will increase from \$120.00 per day to \$127.00 per day.

- **Contract Expenditures:** Within the last 12 months \$41,850 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)
Contract Type: (Professional Services Agreement)
Contract Period: 12/11/07 - 9/30/08 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Estimated)
Modification Type: Increase daily rate per child.
Modification Period: 10/1/08 -9/30/09 (auto renewal)

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: N/A
- ☒ Funding Account(s): **001-4530-593-6205**
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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

Funds will be verified, on an as needed basis, through requisitions processed against the contract

Last Updated 9-10-09 at 3:12pm

**RESIDENTIAL
TREATMENT SERVICES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 18, 2009
ISSUED TO: Victoria County 97 Foster Field Drive Victoria, Texas 77904 Attn: Pama Hencerling	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: December 21, 2007
ORIGINAL CONTRACT TERM DATES: 12/21/07 – 09/30/08		CURRENT CONTRACT TERM DATES: 10/01/08 – <u>until terminated</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: On as needed basis

Current Modified Amount \$ on as needed basis

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.

1. Pursuant to Section 19.0, "Amendments" of the current contract, "Section 4.1 Daily Reimbursement", Items 4.1.1 and 4.1.2 will be deleted in their entirety and replaced as follows:

Delete Items:

4.1.1 Females between ages of 10 and 17 = \$90.00 per day

4.1.2 Females between ages of 10 and 17 if pregnant = \$120.00 per day

Replacement Items:

4.1.1 Females between ages of 10 and 17 = \$95.00 per day

4.1.2 Females between ages of 10 and 17 if pregnant = \$127.00 per day

2. This agreement is funded on an "as needed basis", the replacement of Items 4.1.1 and 4.2.1 does not impact the total funding of this contract.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>Victoria County Juvenile Justice Center</u>	<input type="checkbox"/> DBA
BY: <u>Donald R. Pozzi</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Donald R. Pozzi</u>	DATE: <u>8-31-09</u>
PRINT NAME	
TITLE: <u>County Judge</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: <u>9/4/09</u>
BY: <u>Cyd V. Grimes</u>	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY:	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

David
B.S.O.
MS

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:

A handwritten signature of Estela P. Medina in black ink.

Estela P. Medina
Chief Juvenile Probation Officer

DATE: July 27³⁰, 2009

RE: Victoria County Interlocal Agreement #IL080039VR

RECEIVED
TRAVIS COUNTY
JUL 31 AM 9:21
PURCHASING
OFFICE

Travis County Juvenile Probation Department is currently contracting with Victoria Regional Juvenile Justice Center for services to females between the ages of 10 and 17 as well as pregnant female juveniles. Victoria County is requesting to renew the contract for another 12 months in addition to an increase in daily rates:

The daily rate increases are: females from \$90.00 per day to \$95.00 per day and pregnant females from \$120.00 per day to \$127.00 per day. Our department is currently satisfied with the services that Victoria County provides.

The following details the line item account:

Account Number: 001-4530-593-6205

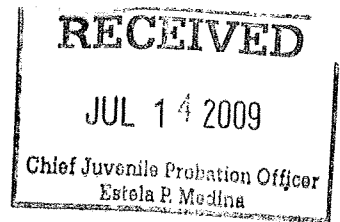
Term of Contract: 12 Month Period – Auto Renewal

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

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Michael Williams

EPM:gc





Victoria Regional Juvenile Justice/Detention Facility
97 Foster Field Dr.
Victoria, Texas 77904
(361) 575-0399 Fax (361) 576-0134

Pama Hencerling, Chief

July 2, 2009

Estela Medina CJPO
2515 S Congress Ave
Austin, Tx 78704

Dear Chief: *Estela*

It is hard to believe that another year has come and gone! Hope all is well with you and your department.

Please find enclosed the contract for detention/residential services beginning September 1, 2009. We thought for sure we would not have to send out contracts this year due to us adding the "Evergreen Clause" last year. However, with TJPC's Tier Level of Care Rates being amended, we had to do it. The rate change is for basic correctional care (post-adjudication) at **\$95.00** a day and specialized at **\$127.00** (pregnant juveniles). Detention (pre-adjudication) will remain the same at **\$95.00** a day. Please mail back the approved contract by your county by August 31, 2009 and an executed copy will be mailed to you after it goes through Commissioners' Court here.

In addition, the Texas Juvenile Probation Commission conducted regular scheduled standards compliance monitoring visit of the pre-adjudication/detention and post-adjudication facility on June 16, 2009. I am very pleased to say, we scored **100%** on both sections.

If you ever have a problem or question, please feel free to contact me. We appreciate and thank you for your business. We are here to serve your departments and the juveniles you supervise.

Sincerely,

Pama Hencerling
Pama Hencerling, Chief
Juvenile Probation Officer



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

25

Approved by: _____

Cyd V. Grimes 9/9/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR MECHANICAL ELECTRICAL AND PLUMBING (MEP) ENGINEERING SERVICES FOR THE EXECUTIVE OFFICE BUILDING (EOB) TO TEXAS ENERGY ENGINEERING SERVICES, INC. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

On June 23, 2009, an Exemption Order was approved by Commissioners Court for the procurement of Professional Mechanical, Electrical and Plumbing (MEP) Engineering Services for the Executive Office Building (EOB) HVAC systems upgrade at 411 W. 13th Street. The Engineering Services will include the design of the entire HVAC system and a sustainability evaluation of the building. The Austin Energy Green Building Program requirements are included in the scope of services.

On July 2, 2009, Facilities Management Department (FMD) and Purchasing issued an informal RFQ to the following firms: Harutunian Engineering, Jose Guerra and Texas Engineering Energy Services, Inc. On July 17, 2009, three submissions were received. FMD evaluated and rated the Statement of Qualifications submitted by all three firms and recommended Texas Energy Engineering Services, Inc. as the highest qualified firm.

FMD and Purchasing have negotiated a contract with Texas Engineering Energy Services for the Not-to-Exceed (NTE) amount of \$189,311.00 for the Basic Services, and a NTE amount of \$5,000.00 for Reimbursable Expenses. Facilities Management reviewed the proposal and deems it to be fair and reasonable. Purchasing concurs with contract award in the amount of \$194,311.00.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$194,311.00
Contract Type: Professional Services
Contract Period: 200

➤ **Solicitation-Related Information:**

Solicitations Sent: 3 Responses Received: 3
HUB Information: 100% HUB % HUB Subcontractor: 0%

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: Req. No. 479658
☒ Funding Account(s): 513-1405-801-8104
☐ Comments:

➤ **Statutory Verification of Funding:**

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



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD: EOB-14-09F-4R

FILE: 402

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Richard Avery, AIA, LEED AP, Project Manager *RA*

DATE: August 27, 2009

SUBJECT: Executive Office Building HVAC Upgrades
Professional Services Agreement Contract Award to TEESI

RECEIVED
TRAVIS COUNTY
2009 AUG 27 PM 1:17
PURCHASING
OFFICE

The proposed Professional Services Agreement (PSA) is for mechanical, electrical & plumbing engineering services for the Executive Office Building design and construction project for upgrades to heating ventilation and air conditioning, fire suppression and lighting systems. Facilities Management Department (FMD) will provide architectural services in-house and lead the design team. A proposal from Texas Energy Engineering Services, Inc. (TEESI) has been reviewed and found to be fair and reasonable. FMD recommends award of this PSA to TEESI.

The proposed contract sum is \$194,311.00 with breakdowns as shown:

\$ 64,811.00	Study and Coordination Phases
\$113,000.00	Design & Documents Phase
\$ 1,500.00	Bid Phase
\$ 10,000.00	Construction Administration
\$ 5,000.00	Reimbursables
\$194,311.00	Total Contract Sum

The cost of the engineering services is \$194,311, which is \$5,689 under our budget of \$200,000 for these services. The account number is 513-1405-801-8104 and the requisition number is 479658. In accordance with the procedure to secure this PSA, this request is being forwarded along with the supporting documents for Commissioners Court approval on September 8, 2009. If approved, please issue a PSA to TEESI. If you have any questions or need additional information, please call Rick Avery at extension 4-4780. Thank you for your consideration.

ATTACHMENTS:

1. TEESI fee proposal
2. Scope of Services

COPY TO:

John F. Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Diana Gonzalez, Purchasing Agent Assistant, Purchasing

EXECUTIVE OFFICE BUILDING - REPLACEMENT OF HVAC SYSTEM PROJECT REQUEST FOR QUALIFICATIONS SELECTION MATRIX

EVALUATION CRITERIA	WEIGHTING FACTOR	JOSE I. GUERRA INC.			TEXAS ENERGY ENGINEERING SERVICES, INC.			HARUTUNIAN				
		A	B	C	A	B	C	A	B	C		
RELEVANT PROJECTS INCLUDING SIZE AND SCOPE	30	29	25	15	24	25	20	25	20	30		
NARRATIVE DETAILING EXPERIENCE WITH LEED EB AND LEED NC PROJECTS	30	25	25	15	25	28	20	22	20	25		
DESCRIPTION OF PROJECT INVOLVEMENT WITH ENERGY MODELING OF EXISTING BUILDINGS FOR IMPROVED HVAC AND LIGHTING SYSTEM PERFORMANCE	25	18	18	10	22	20	15	20	15	20		
TOTAL POSSIBLE SCORE	85	72	68	40	71	73	55	67	55	75		
CONGLOMERATE	-	180			199			197				
AVERAGE	-	60.00			66.33			65.67				
PERCENTAGE OF TOTAL		70.59%			78.04%			77.25%				

EVALUATION TEAM: RICHARD AVERY, JOHN CARR, AJ JALIFI

TRAVIS COUNTY
Account Balance Inquiry9/04/09
14:23:01

Fiscal Year	:	2009
Account number	:	513-1405-801.81-04
Fund	:	513 L/T CERT OF OBLIG 2009
Department	:	14 FACILITIES MANAGEMENT
Division	:	05 PROJECT MANAGEMENT SVCS
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	1 GENERAL GOVERNMENT
Element	:	81 CAPITAL OUTLAY
Object	:	04 BUILDING IMPROVEMENTS
Budget	:	200,000
Encumbered amount	:	.00
Pre-encumbered amount	:	194,311.00
Expenditures	:	.00
Total expenditures	:	194,311.00
Balance	:	5,689.00

Press Enter to continue.**F3=Exit F12=Cancel**

PURCHASE REQUISITION NBR: 0000479658

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL
REASON: NEW PO - EOB HVAC UPGRADE DESIGN

DATE: 8/27/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 69169 TEXAS ENERGY ENGINEERING SERVI

DELIVER BY DATE: 12/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEP ENGINEERING SERVICES FOR EXECUTIVE OFFICE BUILDING (EOB) FOR HVAC UPGRADE PER PROPOSAL STUDY AND COORDINATION PHASES POC: RICHARD AVERY 854-4780 COMMODITY: BLDG IMPRO/SUPLY/EQUIP SUBCOMMOD: HEATING & A/C EQUIPMENT	64811.00	DOL	1.0000	64811.00	
2	DESIGN AND DOCUMENTS PHASE COMMODITY: BLDG IMPRO/SUPLY/EQUIP SUBCOMMOD: HEATING & A/C EQUIPMENT	113000.00	DOL	1.0000	113000.00	
3	BID PHASE COMMODITY: BLDG IMPRO/SUPLY/EQUIP SUBCOMMOD: HEATING & A/C EQUIPMENT	1500.00	DOL	1.0000	1500.00	
4	CONSTRUCTION ADMINISTRATION COMMODITY: BLDG IMPRO/SUPLY/EQUIP SUBCOMMOD: HEATING & A/C EQUIPMENT	10000.00	DOL	1.0000	10000.00	
5	REIMBURSABLES COMMODITY: BLDG IMPRO/SUPLY/EQUIP SUBCOMMOD: HEATING & A/C EQUIPMENT	5000.00	DOL	1.0000	5000.00	
REQUISITION TOTAL:					194311.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51314058018104	CAPITAL OUTLAY BUILDING IMPROVEMENTS KEB003	100.00	64811.00
2	51314058018104	CAPITAL OUTLAY BUILDING IMPROVEMENTS KEB003	100.00	113000.00
3	51314058018104	CAPITAL OUTLAY BUILDING IMPROVEMENTS KEB003	100.00	1500.00
4	51314058018104	CAPITAL OUTLAY BUILDING IMPROVEMENTS KEB003	100.00	10000.00
5	51314058018104	CAPITAL OUTLAY BUILDING IMPROVEMENTS KEB003	100.00	5000.00
				194311.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

**TEXAS ENERGY ENGINEERING SERVICES, INC.
(TEESI)**

FOR

**PROFESSIONAL MECHANICAL, ELECTRICAL
AND PLUMBING SERVICES
FOR HVAC SYSTEM UPGRADE AT EXECUTIVE OFFICE BUILDING**

CONTRACT NO. PS090287DG

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:

1	EMPLOYMENT OF THE CONSULTANT
2	BASIC SERVICES OF THE CONSULTANT
3	CONSTRUCTION COST
4	COMPENSATION AND PAYMENT SCHEDULE
5	PERIOD OF SERVICE
6	COORDINATION WITH COUNTY
7	WORK PRODUCT
8	REVISION TO WORK PRODUCT
9	REIMBURSABLE EXPENSES
10	SUSPENSION AND TERMINATION OF AGREEMENT
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY
12	OWNERSHIP OF DOCUMENTS
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
14	MISCELLANEOUS:
14.1	VENUE
14.2	SEVERABILITY
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT
14.4	CERTIFICATE OF CONSULTANT
14.5	BIDDING EXEMPTION
14.6	NOTICE
14.7	INSURANCE REQUIREMENTS
14.8	FORFEITURE OF CONTRACT
14.9	PURCHASE ORDER
14.10	PAYMENTS
14.11	INTEREST ON OVERDUE PAYMENTS
14.12	PROPERTY TAXES
14.13	TAXPAYER IDENTIFICATION
14.14	SUCCESSORS AND ASSIGNS
14.15	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS
14.16	FUNDING OUT
14.17	FUNDING
14.18	NON-WAIVER OF DEFAULT
14.19	MEDIATION
14.20	OFFICIALS NOT TO BENEFIT
14.21	CONSULTANT CERTIFICATIONS
14.22	CIVIL RIGHTS/ADA COMPLIANCE
14.23	GRATUITIES
14.24	MONITORING
14.25	INCORPORATION OF EXHIBITS AND ATTACHMENTS
14.26	ENTIRE AGREEMENT
14.27	TEXAS PUBLIC INFORMATION ACT
14.28	ENTITY STATUS

ACKNOWLEDGEMENT AND SIGNATURE PAGE

- EXHIBIT 1 COMPENSATION FOR PROFESSIONAL SERVICES
 AND SCHEDULE OF PAYMENTS
- EXHIBIT 2 HOURLY RATES
- EXHIBIT 3 EQUAL OPPORTUNITY IN EMPLOYMENT
- EXHIBIT 4 INSURANCE REQUIREMENTS
- EXHIBIT 5 ETHICS AFFIDAVIT
- ATTACHMENT 1 KEY CONTRACTING PERSONS LIST
- ATTACHMENT 2 DISCLOSURE
- EXHIBIT 6 HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
- EXHIBIT 7 NOTICE OF INTENT TO SUBCONTRACT WITH HUB
- EXHIBIT 8 HUB SUBCONSULTANT PAYMENT REPORT
- EXHIBIT 9 HUB SUBCONSULTANT CHANGE FORM
- EXHIBIT 10 SCOPE OF SERVICES
- EXHIBIT 11 PROJECT SCHEDULE

PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and TEXAS ENERGY ENGINEERING SERVICES, INC. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional Mechanical, Electrical, and Plumbing (MEP) engineering services in support of the HVAC System Upgrade at the Executive Office Building (EOB), a County-owned building located at 411 W. 13th Street (the "Project"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1
EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional engineering design services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Director of Travis County Facilities Management Department (the "DIRECTOR"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The DIRECTOR shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the DIRECTOR so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the DIRECTOR observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the DIRECTOR shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the DIRECTOR. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the DIRECTOR and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth in Exhibit 10, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review and acceptance.
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 12 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes as adopted by authority having jurisdiction in performing the Basic Services for the Project.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.

- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. The CONSULTANT MAY RELY ON RS MEANS CURRENT EDITION FOR UNIT PRICES. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section VII), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) authorize rebidding of the Project within a reasonable time,
 - (3) if the Project is abandoned, terminate this Agreement, or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.6 If the COUNTY chooses to proceed under clause 3.5 (4) above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.7 The CONSULTANT shall estimate the portion of the project budget for the portions of the construction designed or specified by the CONSULTANT, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4

COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.

- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the DIRECTOR shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 12 and made a part hereof.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the DIRECTOR to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the DIRECTOR.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The DIRECTOR shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The DIRECTOR may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the DIRECTOR. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the DIRECTOR.
- 6.3 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.

- 6.4 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.5 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the DIRECTOR.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 shall be repeated until County accepts the Work Product. "Acceptance" shall mean that in the DIRECTOR's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the DIRECTOR. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the DIRECTOR shall be final and binding on the CONSULTANT.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the items listed below:
- 9.1.1 Expense of reproductions, renderings and plotting of drawings, specifications and other documents for other than the in-house use of the CONSULTANT'S or his subconsultants, postage and delivery expenses for the Work Product, as well as non-labor and subconsultant expenses incurred in the performance of the Basic Services; and
 - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.

10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party

("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party.

The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

10.4 Termination by CONSULTANT:

10.4.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.4.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.4.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.4.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.4.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.5 Termination by COUNTY:

10.5.1 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.5.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.5.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

- 10.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.5.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.6 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a good and workmanlike manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF

THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 **DISPUTES AND APPEALS (OCT '03):** The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

11.10 **CONFLICT OF INTEREST QUESTIONNAIRE**

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter . Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for

the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The Consultant shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The Consultant shall have the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of American and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
 - 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

COUNTY: Cyd V. Grimes (or successor)
 Travis County Purchasing Agent
 P.O. Box 1748
 Austin, Texas. 78767

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

Roger A. El Khoury, P.E. (or successor)
 Travis County Facilities Management Director
 314 W. 11th Street, Suite 400
 Austin, Texas 78701

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

Texas Energy Engineering Services, Inc.
1301 S. Capital of Texas Highway
Capital View Center – B325
Austin, Texas 78746
phone: 512-328-2533

- 14.7 INSURANCE REQUIREMENTS. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, attached hereto and made a part hereof.
- 14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:
- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
 - (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

Definition of “is doing/has done business:

- (i) “Is doing business” and “has done business” mean:
- (ii) 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,
- (iii) 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

- (iv) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- (v) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 5, attached hereto and made a part hereof.

- 14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

- 14.10 PAYMENTS. Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767

As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and

assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.

14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of a NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 7 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.

14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 8 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.

14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 9 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.

14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot

guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

- 14.18 NON-WAIVER OF DEFAULT. No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the 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, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 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 person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 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 must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.21 CONSULTANT CERTIFICATIONS:
- 14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the Engineering work described in this Agreement.
- 14.21.2 CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT

were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.
- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.
- 14.28 AMENDMENT
- 14.28.1 This Agreement may not be altered, amended or modified except by instrument in writing signed by both parties. It is acknowledged by CONSULTANT that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.
- 14.28.2 CONSULTANT shall submit all requests for changes to this Agreement, or any attachment(s) hereto, to the Travis County Purchasing Agent. The Purchasing Agent shall present CONSULTANT'S requests to the Travis County Commissioners Court for consideration.

14.29 CERTIFICATION OF ELIGIBILITY

This provision applies if the anticipated contract exceeds \$100,000. Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

14.30 ASSIGNABILITY

Written Approval. Neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court.

Binding Contract. This Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Contract.

14.31 CONFLICT OF INTEREST QUESTIONNAIRE

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

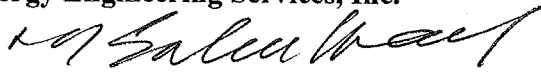
14.32 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

Texas Energy Engineering Services, Inc.

By: _____



Printed Name: M. Saleem Khan, P.E.

Title: President

Date: September 2, 2009

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

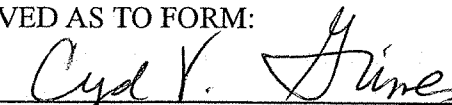
AVAILABILITY OF FUNDS CONFIRMED:

By: _____

~~SEE VERIFICATION FORM~~
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____

 9/9/09
Cyd W. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____

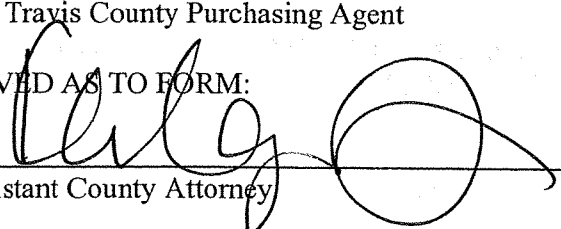

Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
(ACTUAL COST OF SERVICES METHOD)

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basis Services shall be the sum of \$189,311.00
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- (i) **STUDY & COORDINATION PHASES:**
Existing Conditions Verification & Doc Phase
Energy Study & Design Phase
Energy Modeling Study * (County Allowance at Hourly Rate)
Phase Green/LEED/COA coordination
Subtotal \$ 64,811.00
 - (ii) **DESIGN PHASE:**
Schematic
Design Development
95% Phase
Final Documents
Subtotal \$113,000.00
 - (iii) **BID PHASE:** (County Allowance at Hourly Rate) \$ 1,500.00
 - (iv) **CONSTRUCTION MGMT:** (County Allowance at Hourly Rate) \$ 10,000.00
- BASIC SERVICES TOTAL: \$189,311.00**

* Any funds not expended for Energy Modeling shall be transferable to Construction Management Phase as needed.

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the DIRECTOR shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically

described in the Basic Services (Section 2 of this Agreement).

- 3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR.
- 3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR.
- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT shall be reimbursed for non-labor and subcontract expenses incurred in the performance of the Basic Services under this Agreement at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: \$5,000.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$189,311.00, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$5,000.00, shall not exceed \$194,311.00.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10.

EXHIBIT 2
HOURLY RATES

A. BASIC SERVICES SCHEDULE OF RATES (HOURLY):

Principal, P.E.....	\$150.00 / hour
Engineering II, P.E.....	\$138.00 / hour
Project Manager (Non P.E.).....	\$125.00 / hour
Engineer I/Sr. Designer.....	\$110.00 / hour
Staff Engineer/Designer.....	\$ 95.00 / hour
Senior CAD Designer.....	\$ 78.00 / hour
Junior CAD Designer.....	\$ 58.00 / hour
Technician.....	\$ 68.00 / hour
Engineer Aid / Intern.....	\$ 40.00 / hour
Office Administrator.....	\$ 45.00 / hour
Office Clerk.....	\$ 25.50 / hour

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY

or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 4

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$500,000.00.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.


EXHIBIT 5

STATE OF TEXAS }
COUNTY OF TRAVIS }

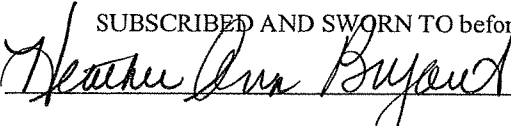
ETHICS AFFIDAVITDate: September 2, 2009Name of Affiant: M. Saleem Khan, P.E.Title of Affiant: PresidentBusiness Name of CONSULTANT: Texas Energy Engineering Services, Inc.County of CONSULTANT: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT 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 Attachment 2 to this Affidavit.


Signature of Affiant1301 S. Capital of Texas Highway, Suite B-325Austin, Texas 78746

Address

SUBSCRIBED AND SWORN TO before me by M. Saleem Khan on Sept 2, 2009
Notary Public, State of TexasHeather A. Bryant

Typed or printed name of notary

My commission expires: December 1st, 2010

ATTACHMENT 1 TO Exhibit 5
LIST OF KEY CONTRACTING PERSONS
June 3, 2009

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 ...	Nicole Grant*	
Executive Assistant ...	Melissa Velasquez	
Executive Assistant ...	Josie Z. Zavala	
Commissioner, Precinct 1 ...	Ron Davis	
Commissioner, Precinct 1 (Spouse) ...	Annie Davis	Seton Hospital
Executive Assistant ...	Chris Fanuel	
Executive Assistant ...	Felicitas Chavez	
Commissioner, Precinct 2 ...	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) ...	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant ...	Loretta Farb	
Executive Assistant ...	Joe Hon*	
Executive Assistant ...	Peter Einhorn	
Commissioner, Precinct 3 ...	Karen Huber*	
Commissioner, Precinct 3 (Spouse) ...	Leonard Huber	Retired
Executive Assistant ...	Garry Brown*	
Executive Assistant ...	Kelly Darby*	
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 ...	Alicia Perez	
Executive Manager, Budget & Planning ...	Rodney Rhoades*	
Exec Manager, Emergency Services ...	Danny Hobby	
Exec. Manager, Health/Human Services ...	Sherri E. Fleming	
Executive Manager, TNR ...	Joseph Gieselmann	
Executive Manager, Criminal Justice Planning ...	Roger Jeffries*	
Travis County Attorney ...	David Escamilla	
First Assistant County Attorney ...	Steve Capelle*	
Executive Assistant, Civil Division ...	Jim Collins	
Director, Transactions Division ...	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Daniel Bradford	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Christopher Gilmore	
Attorney, Transactions Division ...	Stacy Wilson	
Attorney, Transactions Division ...	Sarah Churchill*	
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 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 IIIVania Ramaekers, CPPB
 Purchasing Agent Assistant IIIDavid Walch*
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIRebecca Gardner
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland
 Purchasing Agent Assistant II.....Donald E. Rollack
 Purchasing Agent Assistant II.....Nancy Barchus, CPPB
 HUB Coordinator.....Sylvia Lopez
 HUB Specialist .. Betty Chapa
 HUB Specialist .. Jerome Guerrero
 Purchasing Business Analyst.....Scott Worthington

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 3 .	Gerald Daugherty	12/31/09
Executive Assistant.....	Robert Moore	12/31/09
Executive Assistant.....	Martin Zamzow ..	12/31/09
First Assistant County Attorney	Randy Leavitt.....	1/23/10

* - Identifies employees who have been in that position less than a year.

ATTACHMENT 2 TO EXHIBIT 5
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

N/A - None

If no one is listed above, CONSULTANT warrants that CONSULTANT 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 contracting person.

EXHIBIT 6
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

Overall MBE Goal: 14.1%; Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American **Overall WBE Goal: 15.0%**

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: Texas Energy Engineering Services, inc.

Certified as a HUB or an MBE/WBE/DBE source: X Yes ___ No HUB Status (Gender & Ethnicity): Male / Asian American

If yes, by whom: X State of Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmbi; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

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

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

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

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

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

Contact Person: _____ Title: _____ Phone No.: (____) _____

EXHIBIT 7
NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Please submit this form for each HUB Subcontractor utilized, with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: Texas Energy Engineering Services, Inc. HUB: Yes No

Address: 1301 S. Capital of Texas Highway, #B-325, Austin, Texas 78746
Street City State Zip

Phone No.: (512) 328-2533 Fax No.: (512) 328-2544

Project Title & No.: HVAC System Update at the Executive Office Building (EOB) 411 W. 13th Street / Contract PO090287DG

Prime Contract Amount: \$ 194,311.00

HUB Subcontractor Name: N/A - All work to be performed by TEESI

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg. & Procurement Comm. City of Austin Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: () _____ Fax No.: () _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

M. Saleem Khan, P.E.
Printed Name of Contractor Representative


Signature of Representative

9/2/2009
Date

Printed Name of HUB Representative

Signature of Representative

Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE "HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

EXHIBIT 8
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT

PRIME CONTRACTOR/CONSULTANT NAME: Texas Energy Engineering Services, Inc. AMOUNT OF PRIME CONTRACT: \$189,311.00
 PROJECT TITLE/No. : HVAC System Update at the Executive Office Building (EOB) 411 W. 13th Street / Contract PO090287DG AMOUNT OF ALL SUBCONTRACTS: \$0.00
 TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20____

A	B	C	D	E	F	G
NAME OF HUB SUB-CONTRACTOR*	DESCRIPTION OF WORK	ORIGINAL SUB- CONTRACT AMOUNT	INCREASE OR DECREASE (MODIFICATION)	REVISED SUB-CONTRACT AMOUNT	PAYMENT THIS PERIOD	CUMULATIVE PAYMENTS

Instructions for completing this form:

SECTION A: Name all HUB Subcontractors performing on this project.

SECTION B: State the work being performed by the HUB Subcontractors.

SECTION C: State the original HUB Subcontractor amount.

SECTION D: State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.

SECTION E: State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .

SECTION F: State the amount paid to each HUB Subcontractor during this reporting period.

SECTION G: State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

 Printed Name of Contractor Representative

 Signature of Contractor Representative

 Date

 Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

EXHIBIT 9
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)

CONTRACT #: _____	
CONTRACT DESCRIPTION: _____	
PRIME CONTRACTOR: _____	
REQUESTED BY: _____	CONTACT #: _____
DATE: _____	E-mail: _____

- OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.
- IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.

Check reason: _____ Addition _____ Substitution _____ Deletion _____ Reduction _____ Increase

REASON FOR ACTION:

- _____ Unavailable after receipt of reasonable notice to proceed.
 _____ Failure of performance.
 _____ Financial capacity.
 _____ Refusal by the subcontractor to honor the bid of proposal price.
 _____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
 _____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
 _____ The subs withdrawal of his bid or proposal.

- _____ Please provide me with a HUB Subcontractor listing.
 _____ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE _____ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS:

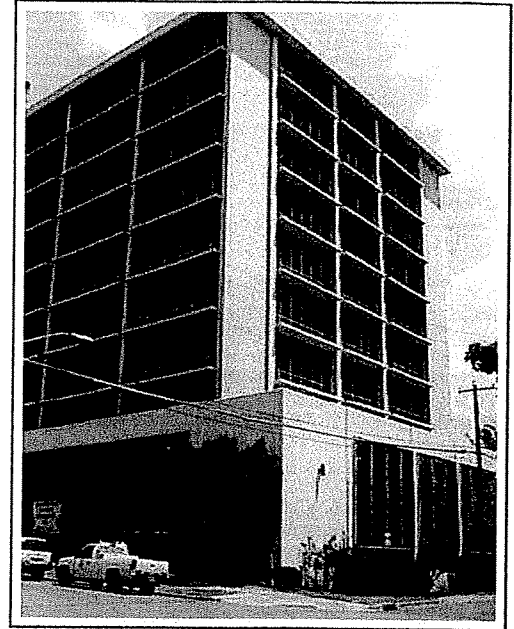
FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ Date: _____

EXHIBIT 10 SCOPE OF SERVICES FOR MEP ENGINEER

1.0 THE PROJECT

- 1.1 Engineering design and construction document production for HVAC system upgrade for the Executive Office Building (EOB) at 411 W. 13th Street, Austin, Texas (the "Project").
- 1.2 The EOB is an 11 floor office building that houses the Travis County Transportation and Natural Resources Department (TNR) and the State Community Supervision and Corrections Department (CSCD).
- 1.3 The Project will encompass the entire HVAC system including air handling equipment, refrigerant compressors, boilers, baseboard heating, ductwork, piping, electrical services to the affected systems and controls.
- 1.4 Professional services on the Project will also include sustainability evaluation of the building as a system. Energy modeling will be required to evaluate the envelope with recommendations for modifications that will improve performance of the mechanical systems.
- 1.5 Participation in the Austin Energy Green Buildin Program will be part of the scope of services.



2.0 SCOPE OF SERVICES

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the program requirements.
- 2.2 Mechanical design, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services and in accordance with governing codes and regulations, using the best industry practice. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the Project. The CONSULTANT will be responsible for providing a complete and functional design so that all systems within the Scope of Services are operational upon completion of construction and acceptance of the work.
 - A. Scope of mechanical and plumbing engineering design services will include:
 1. Perform Energy Modeling of the building envelope and systems and make recommendations for improving the energy performance and comfort for occupants.
 2. Zonal load analysis, sizing and scheduling of HVAC equipment based on zoning.
 3. Design of replacement ductwork.
 4. Design and location of air registers, grilles, temperature sensors and controls.
 5. Drawings and specifications to fully describe the extent and phasing of systems demolition, modification and replacement.
 6. Design for replacement of two existing HVAC air handling units in the mechanical penthouse.
 7. Design for replacement of two penthouse central cooling refrigerant compressors.

8. Penthouse central heating boiler replacement.
9. Replacement of perimeter baseboard heating system on floors 4 through 11.
10. Replacement of the ceiling supply air terminal units on floors 4 through 11. Design replacement hot water piping to new VAV terminal boxes.
11. Revised: 9/9/09
 Fire Sprinkler System: Prepare performance specifications for sprinkler system design build contractor.
12. Assessment and upgrade design of the multi-floor smoke purge ventilation system.
13. HVAC drawings, details and specifications as necessary to describe replacement of air handling, cooling, heating, ventilation systems, piping and associated control systems.
14. Participate in the Austin Energy Green Building program to the extent necessary to achieve at least a two star rating for existing buildings. This activity to be coordinated with the Facilities Management Department Project Manager. Extent and details of participation to be negotiated as part of the Professional Services Agreement.

2.3 Electrical design, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services and in accordance with governing codes and regulations, using the best industry practice. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the Project. The CONSULTANT will be responsible for providing a complete and functional renovation design so that upon reoccupancy by the County all systems are operational.

A. Scope of electrical engineering services will include:

1. Electrical service equipment and wiring to support new HVAC equipment.
2. Circuit design for HVAC equipment.
3. Load analysis, service riser, distribution panels and wire sizing.
4. Electrical drawings, details and specifications as necessary to describe demolition, modification and replacement of electrical systems associated with the HVAC upgrades.
5. Electrical evaluation and calculations required for energy modeling of the building envelope and systems.

2.4 The Travis County Facilities Management Department (FMD) will be the point-of-contact for the Project.

3.0 CONSTRUCTION DOCUMENTS

3.1 The CONSULTANT shall prepare construction drawings and specifications completely describing the work and in coordination with the building design and the work of other design disciplines as applicable.

3.2 Drawings shall be prepared in AutoCAD 2008 or later version. Coordinate the drawings with the FMD drawing standards as to title block format, sheet numbers and cover sheet information.

3.3 Provide complete specifications in Microsoft Word 2000 or more recent version.

3.4 Provide Electrical and Mechanical design calculations, sealed and signed by the CONSULTANT, for County use and for regulatory agency review and approval.

3.5 "Construction Documents" shall mean all deliverables such as plans, specifications, calculations, sketches and renderings prepared by the CONSULTANT. These shall become the property of the County. The CONSULTANT shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.

3.6 The CONSULTANT shall furnish to the COUNTY the following:

- A. One set of 100% complete full size (24"x36" minimum) construction drawings, photostatically plotted or copied on bond paper, bearing an original signed and dated Engineering seal in required locations.
- B. One unbound set of the final specifications.
- C. One copy of the final, sealed construction document CAD files and specifications on compact disc.
- D. Two full-sized sets each of the Design Development and 95% Construction Documents to be provided at the appropriate review stage.
- E. Two half-sized sets each of the Design Development and 95% Construction Documents to be provided at the appropriate review stage.
- F. Calculations as described herein.
- G. Regulatory documents as described herein.
- H. Affix an original signed and dated seal to the following documents or as required by law. Meet at the Facilities Management Department offices the day prior to the issue date to review and seal the appropriate documents.
 - 1. Drawing set Cover Sheet.
 - 2. Each sheet of Engineering Drawings
 - 3. Project Manual Table of Contents sheet.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION (Revised 9/9/09)

- 4.1 The CONSULTANT will be responsible for Construction Contract Administration including but not limited to site visits, review of submittals, review of shop drawings, review of data sheets, reviewing test and balance, answering request for information, performing punch list task, making sure that the work is completed according to the plans and specifications.

5.0 QUALITY CONTROL

- 5.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The COUNTY and CONSULTANT acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction Contract Documents. Therefore, the Contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings and specifications must be precise in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.

- 5.2 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling and testing requirements to be performed by the Contractor or by an Independent Testing Firm retained by the COUNTY. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

6.0 MEETINGS

- 6.1 The CONSULTANT shall attend meetings with the COUNTY as required for development and coordination of the work. Attendance and participation at such meetings shall be part of Basic Services. Any meetings not required by this agreement shall be compensated at the hourly rate for the appropriate

CONSULTANT staff indicated in the Professional Services Agreement. If required, the Facilities Management Department shall authorize these meetings by advance written notice.

7.0 SCHEDULE MILESTONES

7.1 The CONSULTANT'S delivery of the work product shall conform to the following durations, which will commence upon receipt of a written Notice-to-Proceed from the COUNTY. Durations are in calendar days. Phases will run consecutively.

EOB HVAC Upgrade Project		
Phase of Services	Precedent Activity or Milestone	Duration
Investigation, Evaluation and Reporting	Notice-to-Proceed	30
Schematic Design	COUNTY acceptance of reports	60
Design Development Documents		45
95% Construction Documents	COUNTY DD review comments	45
Final Construction Documents for Issue	COUNTY CD review comments	20
SUBTOTAL		200
Bidding Assistance	Contract Mod or New Contract	TBD
Construction Contract Administration	Contract Mod or New Contract	TBD

END OF SCOPE OF SERVICES



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

26

Approved by: _____

Cyd V. Grimes 9/9/09

Voting Session: Tuesday, September 15, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR HUNTERS BEND SIDEWALK IMPROVEMENTS PROJECT, IFB NO. B090302-JW, TO THE LOW BIDDER, THE BARR CO. (TNR).

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Manager; Steve Manilla, Director Public Works; Miguel Villarreal

County Attorney (when applicable): Chris Gilmore

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 10 AM 8:53

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This project will enable, approximately, a 2800' sidewalk to be constructed along the west side of Hunters Bend Rd., from F.M. 969 to Westall St. (Austin's Colony Subdivision), as well as other related improvements (pedestrian crossing, signal at F.M. 969 intersection, and drainage improvements) to be made.
- This project is funded through remnant 1984 bond funds available for Precinct 1 projects exclusively.
- Subject IFB opened on August 12, 2009, with twelve (12) bids received in response to the solicitation. However, the low bidder, The Barr Co., submitted an incorrect extended amount for several Bid Items on their bid proposal. (see attached entitled "III Bid Requirements, A. Bid Proposal, Pages 63, 64, 65 and 66 of 134). According to the IFB, Section 2.13:

...For the purpose of evaluating bids and determining the low responsible Bidder, the quantities listed in the plans and project manual, along with the unit prices submitted by Bidders shall be used...

- For the base bid, The Barr Co. submitted a total amount of \$181,681.92. The base bid amount has been corrected to \$181,676.98, a difference of \$4.94, for which Travis County is choosing to award.
- TNR has reviewed the bids and recommends, and Purchasing concurs with, the award of a contract to the low bidder, The Barr Co., utilizing the corrected amount of \$181,676.98. The Barr Co. has been notified of their errors, and they have acknowledged such (see attached " Revised - III Bid Requirements, A. Bid Proposal, Pages 63, 64, 65, and 66 of 134) and have no objections.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$181,676.98 (Estimated quantity)
Contract Type: Construction
Contract Period: 140 working days after issuance of Notice to Proceed

➤ **Contract Modification Information:**

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

➤ **Solicitation-Related Information:**

Solicitations Sent: via FTP Responses Received: 12
HUB Information: Vendor is a HUB % HUB Subcontractor: 8.8%

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 472669
- ☒ Funding Account(s): 452-4941-759-8165
- ☒ Total Budget: \$1,117,479.00
- ☒ Design Budget: \$72,346.00

☒ **Construction Budget:** \$1,045,133.00

☒ **Comments:** Budget verified through PBO by Jessica Rio, TNR's PBO analyst

➤ **Statutory Verification of Funding:**

☒ **Contract Verification Form:** Funds Verified ___ Not Verified X by Auditor.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Rodriguez Barr Inc., dba The Barr Company, AIA (the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of HUNTERS BEND SIDEWALK IMPROVEMENTS in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked HUNTERS BEND SIDEWALK IMPROVEMENTS (IFB NO. B090302-JW), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B090302-JW)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of HUNTERS BEND SIDEWALK IMPROVEMENTS in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B090302-JW) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B090302-JW) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and to complete the within 140 working days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$181,676.98 consisting of \$180,000.92 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$1,676.06 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

DRAFT

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

CONTRACTOR NAME

BY: _____
TRAVIS COUNTY JUDGE

BY: _____

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

DRAFT



Gasar
8-27-09
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

August 26, 2009

MEMORANDUM

TO: Marvin Brice, Assistant County Purchasing Agent

FROM: Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Hunters Bend Sidewalk Improvements
Contract No. 09K00302JW
IFB No. B090302-JW

RECEIVED
TRAVIS COUNTY
2009 AUG 27 AM 9:01
PURCHASING
OFFICE

The following information is for your use in preparing a request to Commissioners Court to award a Construction Contract for the Hunters Bend Sidewalk Improvement project. Below TNR Financial Services indicates fund sources and availability. Please contact me at 854-9429 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on a request to approve a Construction Contract with The Barr Company for improvements to Hunters Bend Sidewalk Improvements, in Precinct 1 and to fund the proposed Hunters Bend Sidewalk Improvements with remnant 1984 bond funds that are available exclusively for Precinct 1 projects.

Summary and Staff Recommendations:

County Purchasing advertized the IFB for this project in July 2009 and held a bid opening on August 12, 2009. The engineer's estimate was \$506,711.27 for the base bid project total.

Bids were received from 12 firms. The lowest bid was received from The Barr Co., with a Base Bid and project total of \$ 181, 681.92 as submitted, due to a math error the bid amount is \$181, 676.98.

TNR recommends that the Court approves this construction contract award to The Barr Company and the use of remnant 1984 bond funds that are available exclusively for Precinct 1 projects to fund this project.

Budgetary and Fiscal Issues:

Hunters Bend Sidewalk Improvements

REQUISITION: 472669

ACCOUNT NUMBER: 452-4941-759-8165 (1984 BOND)

PROJECT NUMBER: 84B00R

COMM/SUB-COMM: 768/102

BUDGET \$1,117,479.00

ENGINEERING \$ 72,346.00
CONSTRUCTION \$1,045,133.00

Issues and Opportunities:

The award of this project will enable the construction of a new sidewalk and related improvements on Hunters Bend from Westall to FM 969. Hunters Bend Road is located within Precinct 1. It provides an opportunity to use remnant 1984 bond funds that are available exclusively for Precinct 1 projects to fund the construction of this project.

Background:

Hunters Bend Road is the primary entranceway to the 300-acre plus Austin's Colony Subdivision located south of FM969 and approximately 1.3 miles east of SH 130. This subdivision was developed with no sidewalk along Hunters Bend between FM 969 and Westall Street. Significant commercial developments have occurred around the intersection of FM969 and Hunters Bend Road in recent years. These developments have drawn a large amount of pedestrians from the subdivision. As there are bar ditches on both sides of this section of road, pedestrians have no choice but to walk on the traffic lanes. Traffic speed in this segment of roadway is high. Traffic volume is also high, especially during the after work/school hours.

TNR traffic engineers conducted an investigation and recommended a sidewalk or hike and bike trail improvements project to address the pedestrian safety issue and they have placed a high priority on the project. Planned scope of work includes construction of approximately 2,800' of concrete sidewalk along west side of Hunters Bend Road from FM969 to the Austin's Colony Subdivision at Westall Street. Pedestrian crossing and signals at FM969, drainage and other miscellaneous modifications will also be included.

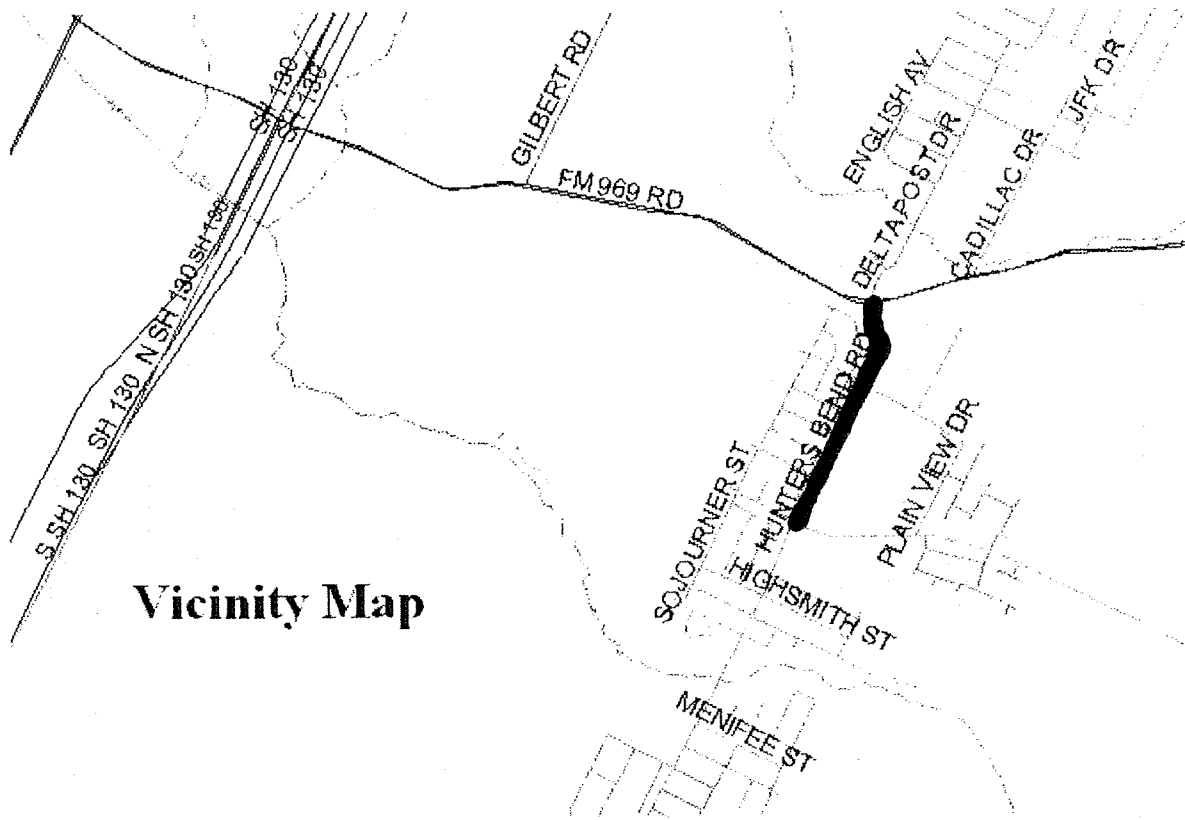
A Professional Services Agreement with Raymond Chan Associates produced construction drawings that identified sidewalk and related improvements.

Attachment:

Vicinity Map
Bid Tabulation

CC:

Joe Gieselman, Executive Manager
Chris Gilmore, Assistant County Attorney
Jessica Rio, PBO
Cynthia McDonald, Brunilda Cruz, Donna Williams-Jones, TNR Financial Services
Miguel Villarreal, P.E., TNR Project Manager
Steve Sun, TNR CIP Division Manager
Sean O'Neal, Auditors Office



Bid Item Number	TECH SPEC ITEM	Hunters Bend Sidewalk Base Bid	QTY	UNIT	Engineer's Estimate		The Barr Company		Park Construction Co.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	100	PREPARING RIGHT OF WAY, complete and in place, per acre.	1.4	AC	\$29,400	\$41,160.00	\$4,275.33	\$5,985.46	\$25,165.00	\$35,231.00
2	104	REMOVING EXISTING CONCRETE RIPRAP, ALL THICKNESSES, complete and in place, per square yard.	430	SY	\$36.75	\$15,802.50	\$17.31	\$7,443.30	\$14.33	\$6,161.90
3	104	REMOVING EXISTING CURBS FOR CURB RAMPS, complete and in place, per each.	9	EA	\$590.00	\$5,310.00	\$106.88	\$961.92	\$27.55	\$247.95
4	104	REMOVING EXISTING CONCRETE SIDEWALKS, ALL THICKNESSES, complete and in place, per square yard.	30	SY	\$36.75	\$1,102.50	\$19.23	\$576.90	\$45.39	\$1,361.70
5	160	FURNISH AND PLACE TOPSOIL (4" CIP), complete and in place, per square yard.	4,954	SY	\$6.30	\$31,210.20	\$0.09	\$445.86	\$4.74	\$23,481.96
6	164	CELLULOSE FIBER MULCH SEEDING (PERM), complete and in place, per square yard.	4,954	SY	\$1.16	\$5,746.64	\$0.21	\$1,040.34	\$1.32	\$6,539.28
7	169	SOIL RETENTION BLANKET, CLASS 2, TYPE E, complete and in place, per square yard.	2,770	SY	\$12.60	\$34,902.00	\$1.12	\$3,102.40	\$5.28	\$14,625.60
8	247	FLEXIBLE BASE, FINAL POSITION (TYPE A, GRADE 3), complete and in place, per cubic yard.	294	CY	\$60.90	\$17,904.60	\$37.40	\$10,995.60	\$72.70	\$21,373.80
9	416	DRILLED SHAFT, TRAFFIC SIGNAL POLE, 24 IN, complete and in place, per linear foot.	17.1	LF	\$163.80	\$2,800.98	\$133.60	\$2,284.56	\$138.66	\$2,371.09
10	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN F.M. 969 RIGHT-OF-WAY, complete and in place, per cubic yard.	16	CY	\$525.00	\$8,400.00	\$288.58	\$4,617.28	\$329.10	\$5,267.04
11	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN HUNTERS BEND ROAD RIGHT-OF-WAY, complete and in place, per square yard.	164	SY	\$70.43	\$11,550.52	\$48.09	\$7,886.76	\$105.28	\$17,265.92
12	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 3, complete and in place, per linear foot.	72	LF	\$105.00	\$7,560.00	\$118.64	\$8,542.08	\$72.87	\$5,246.64
13	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 4, complete and in place, per linear foot.	8	LF	\$151.20	\$1,209.60	\$118.64	\$949.12	\$105.06	\$840.48
14	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 6, complete and in place, per linear foot.	56	LF	\$226.80	\$12,700.80	\$118.64	\$6,643.84	\$113.74	\$6,369.44
15	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING, complete and in place, per lump sum.	1	LS	\$22,680.00	\$22,680.00	\$5,344.16	\$5,344.16	\$16,311.21	\$16,311.21
16	506	TEMPORARY SEDIMENT - CONTROL FENCE, complete and in place, per linear foot.	906	LF	\$2.84	\$2,573.04	\$2.47	\$2,237.82	\$3.96	\$3,587.76
17	506	ROCK FILTER DAMS, TYPE 2, complete and in place, per each.	10	EA	\$913.50	\$9,135.00	\$345.23	\$3,452.30	\$500.79	\$5,007.90
18	506	CONSTRUCTION EXITS (INSTALL & REMOVE), complete and in place, per lump sum.	1	LS	\$6,300.00	\$6,300.00	\$748.18	\$748.18	\$10,044.20	\$10,044.20
19	529	CONCRETE CURB, 8" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	1,526	LF	\$31.50	\$48,069.00	\$8.64	\$13,184.64	\$28.80	\$43,948.80
20	529	CONCRETE CURB, 6-1/2" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	250	LF	\$31.50	\$7,875.00	8.55	\$2,137.50	28.09	\$7,022.50
21	531	CONCRETE SIDEWALK, 4" THICK, complete and in place, per square yard.	1,468	SY	\$60.90	\$89,401.20	\$31.67	\$46,491.56	\$66.63	\$97,812.84
22	531	CONCRETE SIDEWALK, 5" THICK, complete and in place, per square yard.	72	SY	\$73.50	\$5,292.00	\$39.63	\$2,853.36	\$61.61	\$4,435.92
23	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 7, complete and in place, per each.	3	EA	\$1,890.00	\$5,670.00	\$748.18	\$2,244.54	\$1,523.34	\$4,570.02
24	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 11, complete and in place, per each.	7	EA	\$2,520.00	\$17,640.00	\$748.18	\$5,237.26	\$1,711.09	\$11,977.63
25	531	CONCRETE SIDEWALK FLUME, complete and in place, per each.	2	EA	\$3,150.00	\$6,300.00	\$534.41	\$1,068.82	\$2,302.34	\$4,604.68
26	531	CONCRETE SIDEWALK RAMP, complete and in place, per each.	1	EA	\$1,890.00	\$1,890.00	\$641.29	\$641.29	\$4,686.88	\$4,686.88
27	540	METAL BEAM GUARD FENCE AND TERMINAL ANCHOR SECTION, complete and in place, per linear foot.	90	LF	\$138.60	\$12,474.00	\$25.43	\$2,288.70	\$132.06	\$11,885.40
28	618	CONDUIT, PVC, SCHD 40, 2", complete and in place, per linear foot.	60	LF	\$9.87	\$592.20	\$64.12	\$3,847.20	\$15.18	\$910.80
29	620	ELECTRICAL CONDUCTOR, NO. 8, BARE, complete and in place, per linear foot.	60	LF	\$1.51	\$90.60	\$4.27	\$256.20	\$3.90	\$234.00
30	636	ALUMINUM SIGNS, TYPE A, complete and in place, per square foot.	31	SF	\$28.35	\$878.85	\$32.06	\$993.86	\$41.58	\$1,288.98
31	644	INSTALL SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES, complete and in place, per lump sum.	1	LS	\$3,914.00	\$3,914.00	\$213.76	\$213.76	\$1,980.18	\$1,980.18
32	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 4" SLD, 100 MIL, complete and in place, per linear foot.	194	LF	\$0.27	\$52.38	\$4.27	\$828.38	\$5.28	\$1,024.32
33	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 12" SLD, 100 MIL, complete and in place, per linear foot.	247	LF	\$2.60	\$642.20	\$12.80	\$3,161.60	\$15.84	\$3,912.48
34	680	INSTALL HIGHWAY TRAFFIC SIGNAL, ISOLATED, complete and in place, per each.	1	EA	\$10,066.00	\$10,066.00	\$2,672.00	\$2,672.00	\$5,942.60	\$5,942.60
35	682	PEDESTRIAN SIGNAL SECTION, 12 IN, LED, 2 INDICATORS, complete and in place, per each.	4	EA	\$556.00	\$2,224.00	\$619.00	\$2,476.00	\$1,023.45	\$4,093.80
36	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 2 CONDUCTOR, complete and in place, per linear foot.	545	LF	\$1.72	\$937.40	\$4.27	\$2,327.15	\$3.63	\$1,978.35
37	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 5 CONDUCTOR, complete and in place, per linear foot.	560	LF	\$1.92	\$1,075.20	\$5.34	\$2,990.40	\$2.97	\$1,663.20
38	687	PEDESTAL POLE ASSEMBLY, complete and in place, per each.	3	EA	\$2,163.00	\$6,489.00	\$3,527.00	\$10,581.00	\$1,729.96	\$5,189.88
39	688	PEDESTRIAN DETECTORS, 2 IN PUSH BUTTON, complete and in place, per each.	4	EA	\$256.30	\$1,025.20	\$480.97	\$1,923.88	\$515.02	\$2,060.08
BaseTotal Hunters Bend Sidewalk Improvements (\$)						\$ 460,646.61		\$ 181,676.98		\$ 402,558.21
Base Bid Total w/10% Contingency						\$ 506,711.27				

Updated 9-10-09 at 3:12pm	TECH	Hunters Bend Sidewalk				RBM Construction		D. Shaffer Concrete		Capital Concrete	
	ITEM				UNIT			UNIT		UNIT	
	Number	Base Bid		QTY	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
	1	100	PREPARING RIGHT OF WAY, complete and in place, per acre.	1.4	AC	\$33,000.00	\$46,200.00	\$10,000.00	\$14,000.00	\$26,645.55	\$37,303.77
	2	104	REMOVING EXISTING CONCRETE RIPRAP, ALL THICKNESSES, complete and in place, per square yard.	430	SY	\$25.00	\$10,750.00	\$8.43	\$3,624.90	\$12.03	\$5,172.90
	3	104	REMOVING EXISTING CURBS FOR CURB RAMPS, complete and in place, per each.	9	EA	\$200.00	\$1,800.00	\$37.50	\$337.50	\$83.25	\$749.25
	4	104	REMOVING EXISTING CONCRETE SIDEWALKS, ALL THICKNESSES, complete and in place, per square yard.	30	SY	\$17.00	\$510.00	\$8.43	\$252.90	\$16.65	\$499.50
	5	160	FURNISH AND PLACE TOPSOIL (4" CIP), complete and in place, per square yard.	4,954	SY	\$4.00	\$19,816.00	\$2.81	\$13,920.74	\$3.44	\$17,041.76
	6	164	CELLULOSE FIBER MULCH SEEDING (PERM), complete and in place, per square yard.	4,954	SY	\$0.21	\$1,040.34	\$0.62	\$3,071.48	\$0.50	\$2,477.00
	7	169	SOIL RETENTION BLANKET, CLASS 2, TYPE E, complete and in place, per square yard.	2,770	SY	\$1.40	\$3,878.00	\$1.56	\$4,321.20	\$1.61	\$4,459.70
	8	247	FLEXIBLE BASE, FINAL POSITION (TYPE A, GRADE 3), complete and in place, per cubic yard.	204	CY	\$67.00	\$10,698.00	\$25.00	\$7,350.00	\$50.28	\$14,782.32
	9	416	DRILLED SHAFT, TRAFFIC SIGNAL POLE, 24 IN, complete and in place, per linear foot.	17.1	LF	\$130.00	\$2,223.00	\$156.25	\$2,671.88	\$138.75	\$2,372.63
	10	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN F.M. 969 RIGHT-OF-WAY, complete and in place, per cubic yard.	16	CY	\$700.00	\$11,200.00	\$375.00	\$6,000.00	\$389.61	\$6,233.76
	11	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN HUNTERS BEND ROAD RIGHT-OF-WAY, complete and in place, per square yard.	164	SY	\$95.00	\$15,580.00	\$45.00	\$7,380.00	\$64.94	\$10,650.16
	12	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 3, complete and in place, per linear foot.	72	LF	\$95.00	\$6,840.00	\$80.00	\$5,760.00	\$429.96	\$30,957.12
	13	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 4, complete and in place, per linear foot.	8	LF	\$105.00	\$840.00	\$102.50	\$820.00	\$439.59	\$3,516.72
	14	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 6, complete and in place, per linear foot.	56	LF	\$105.00	\$5,880.00	\$95.00	\$5,320.00	\$435.95	\$24,413.20
	15	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING, complete and in place, per lump sum.	1	LS	\$7,000.00	\$7,000.00	\$16,250.00	\$16,250.00	\$16,317.00	\$16,317.00
	16	506	TEMPORARY SEDIMENT - CONTROL FENCE, complete and in place, per linear foot.	906	LF	\$2.25	\$2,038.50	\$1.87	\$1,694.22	\$1.61	\$1,458.66
	17	506	ROCK FILTER DAMS, TYPE 2, complete and in place, per each.	10	EA	\$21.00	\$210.00	\$375.00	\$3,750.00	\$307.47	\$3,074.70
	18	506	CONSTRUCTION EXITS (INSTALL & REMOVE), complete and in place, per lump sum.	1	LS	\$1,250.00	\$1,250.00	\$1,875.00	\$1,875.00	\$1,332.00	\$1,332.00
	19	529	CONCRETE CURB, 8" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	1,526	LF	\$12.00	\$18,312.00	\$12.50	\$19,075.00	\$8.33	\$12,711.58
	20	529	CONCRETE CURB, 6-1/2" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	250	LF	\$16.00	\$4,000.00	\$12.50	\$3,125.00	\$8.33	\$2,082.50
	21	531	CONCRETE SIDEWALK, 4" THICK, complete and in place, per square yard.	1,468	SY	\$36.00	\$52,848.00	\$45.00	\$66,060.00	\$32.47	\$47,665.96
	22	531	CONCRETE SIDEWALK, 5" THICK, complete and in place, per square yard.	72	SY	\$64.00	\$4,608.00	\$50.00	\$3,600.00	\$35.46	\$2,553.12
	23	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 7, complete and in place, per each.	3	EA	\$1,400.00	\$4,200.00	\$625.00	\$1,875.00	\$471.75	\$1,415.25
	24	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 11, complete and in place, per each.	7	EA	\$2,400.00	\$16,800.00	\$750.00	\$5,250.00	\$499.50	\$3,496.50
	25	531	CONCRETE SIDEWALK FLUME, complete and in place, per each.	2	EA	\$4,800.00	\$9,600.00	\$937.50	\$1,875.00	\$1,526.25	\$3,052.50
	26	531	CONCRETE SIDEWALK RAMP, complete and in place, per each.	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$655.00	\$555.00
	27	540	METAL BEAM GUARD FENCE AND TERMINAL ANCHOR SECTION, complete and in place, per linear foot.	90	LF	\$25.00	\$2,250.00	\$30.00	\$2,700.00	\$61.05	\$5,494.50
	28	618	CONDUIT, PVC, SCHD 40, 2", complete and in place, per linear foot.	60	LF	\$51.00	\$3,060.00	\$61.25	\$3,675.00	\$54.39	\$3,263.40
	29	620	ELECTRICAL CONDUCTOR, NO. 8, BARE, complete and in place, per linear foot.	60	LF	\$4.20	\$252.00	\$5.00	\$300.00	\$4.44	\$266.40
	30	636	ALUMINUM SIGNS, TYPE A, complete and in place, per square foot.	31	SF	\$31.00	\$961.00	\$37.50	\$1,162.50	\$33.30	\$1,032.30
	31	644	INSTALL SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES, complete and in place, per lump sum.	1	LS	\$1,040.00	\$1,040.00	\$1,237.00	\$1,237.00	\$1,098.90	\$1,098.90
	32	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 4" SLD, 100 MIL, complete and in place, per linear foot.	194	LF	\$4.70	\$911.80	\$5.62	\$1,090.28	\$5.00	\$970.00
	33	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 12" SLD, 100 MIL, complete and in place, per linear foot.	247	LF	\$13.50	\$3,334.50	\$16.25	\$4,013.75	\$14.43	\$3,564.21
	34	680	INSTALL HIGHWAY TRAFFIC SIGNAL, ISOLATED, complete and in place, per each.	1	EA	\$2,600.00	\$2,600.00	\$3,125.00	\$3,125.00	\$2,775.00	\$2,775.00
	35	682	PEDESTRIAN SIGNAL SECTION, 12 IN, LED, 2 INDICATORS, complete and in place, per each.	4	EA	\$600.00	\$2,400.00	\$725.00	\$2,900.00	\$643.80	\$2,575.20
	36	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 2 CONDUCTOR, complete and in place, per linear foot.	545	LF	\$4.20	\$2,289.00	\$5.00	\$2,725.00	\$4.44	\$2,419.80
	37	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 5 CONDUCTOR, complete and in place, per linear foot.	560	LF	\$5.25	\$2,940.00	\$6.25	\$3,500.00	\$5.55	\$3,108.00
	38	687	PEDESTAL POLE ASSEMBLY, complete and in place, per each.	3	EA	\$3,400.00	\$10,200.00	\$4,125.00	\$12,375.00	\$3,663.00	\$10,989.00
	39	688	PEDESTRIAN DETECTORS, 2 IN PUSH BUTTON, complete and in place, per each.	4	EA	\$472.00	\$1,888.00	\$562.50	\$2,250.00	\$499.50	\$1,998.00

TECH SPEC		Hunters Bend Sidewalk Base Bid	QTY	UNIT	Patin Construction UNIT PRICE	TOTAL	Myers Concrete UNIT PRICE	TOTAL	Mike Larson Co UNIT PRICE	TOTAL
1	100	PREPARING RIGHT OF WAY, complete and in place, per acre.	1.4	AC	\$7,500.00	\$10,500.00	\$6,400.00	\$8,960.00	\$4,800.00	\$6,720.00
2	104	REMOVING EXISTING CONCRETE RIPRAP, ALL THICKNESSES, complete and in place, per square yard.	430	SY	\$27.00	\$11,610.00	\$23.00	\$9,890.00	\$26.51	\$11,399.30
3	104	REMOVING EXISTING CURBS FOR CURB RAMPS, complete and in place, per each.	9	EA	\$500.00	\$4,500.00	\$332.00	\$2,988.00	\$1,000.00	\$9,000.00
4	104	REMOVING EXISTING CONCRETE SIDEWALKS, ALL THICKNESSES, complete and in place, per square yard.	30	SY	\$18.00	\$540.00	\$27.00	\$810.00	\$18.90	\$567.00
5	160	FURNISH AND PLACE TOPSOIL (4" CIP), complete and in place, per square yard.	4,954	SY	\$1.50	\$7,431.00	\$3.00	\$14,862.00	\$7.56	\$37,452.24
6	164	CELLULOSE FIBER MULCH SEEDING (PERM), complete and in place, per square yard.	4,954	SY	\$0.40	\$1,981.60	\$0.60	\$2,972.40	\$2.00	\$9,908.00
7	169	SOIL RETENTION BLANKET, CLASS 2, TYPE E, complete and in place, per square yard.	2,770	SY	\$1.50	\$4,155.00	\$1.75	\$4,858.58	\$2.10	\$5,817.00
8	247	FLEXIBLE BASE, FINAL POSITION (TYPE A, GRADE 3), complete and in place, per cubic yard.	294	CY	\$20.00	\$5,880.00	\$40.70	\$11,965.80	\$61.22	\$17,998.68
9	416	DRILLED SHAFT, TRAFFIC SIGNAL POLE, 24 IN, complete and in place, per linear foot.	17.1	LF	\$144.00	\$2,462.40	\$200.00	\$3,420.00	\$1,500.00	\$25,650.00
10	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN F.M. 969 RIGHT-OF-WAY, complete and in place, per cubic yard.	16	CY	\$36.00	\$576.00	\$311.00	\$4,976.00	\$71.00	\$1,136.00
11	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN HUNTERS BEND ROAD RIGHT-OF-WAY, complete and in place, per square yard.	164	SY	\$36.00	\$5,904.00	\$304.00	\$49,856.00	\$71.00	\$11,644.00
12	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 3, complete and in place, per linear foot.	72	LF	\$85.00	\$6,120.00	\$126.00	\$9,072.00	\$165.00	\$11,880.00
13	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 4, complete and in place, per linear foot.	8	LF	\$90.00	\$720.00	\$140.00	\$1,120.00	\$165.00	\$1,320.00
14	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 6, complete and in place, per linear foot.	56	LF	\$120.00	\$6,720.00	\$134.00	\$7,504.00	\$130.00	\$7,280.00
15	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING, complete and in place, per lump sum.	1	LS	\$7,500.00	\$7,500.00	\$14,370.00	\$14,370.00	\$15,000.00	\$15,000.00
16	506	TEMPORARY SEDIMENT - CONTROL FENCE, complete and in place, per linear foot.	906	LF	\$2.15	\$1,947.90	\$2.40	\$2,174.40	\$2.50	\$2,265.00
17	506	ROCK FILTER DAMS, TYPE 2, complete and in place, per each.	10	EA	\$505.00	\$5,050.00	\$530.00	\$5,300.00	\$502.25	\$5,022.50
18	506	CONSTRUCTION EXITS (INSTALL & REMOVE), complete and in place, per lump sum.	1	LS	\$1,200.00	\$1,200.00	\$2,800.00	\$2,800.00	\$1,875.00	\$1,875.00
19	529	CONCRETE CURB, 8" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	1,526	LF	\$5.00	\$7,639.00	\$10.10	\$15,412.60	\$18.35	\$28,002.10
20	529	CONCRETE CURB, 6-1/2" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	250	LF	\$4.50	\$1,125.00	\$9.70	\$2,425.00	\$18.35	\$4,587.50
21	531	CONCRETE SIDEWALK, 4" THICK, complete and in place, per square yard.	1,468	SY	\$36.00	\$52,848.00	\$35.60	\$52,260.80	\$31.00	\$45,508.00
22	531	CONCRETE SIDEWALK, 5" THICK, complete and in place, per square yard.	72	SY	\$49.50	\$3,564.00	\$47.00	\$3,384.00	\$33.00	\$2,376.00
23	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 7, complete and in place, per each.	3	EA	\$1,000.00	\$3,000.00	\$804.00	\$2,412.00	\$2,500.00	\$7,500.00
24	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 11, complete and in place, per each.	7	EA	\$1,000.00	\$7,000.00	\$980.00	\$6,860.00	\$2,200.00	\$15,400.00
25	531	CONCRETE SIDEWALK FLUME, complete and in place, per each.	2	EA	\$1,200.00	\$2,400.00	\$670.00	\$1,340.00	\$1,000.00	\$2,000.00
26	531	CONCRETE SIDEWALK RAMP, complete and in place, per each.	1	EA	\$1,000.00	\$1,000.00	\$760.00	\$760.00	\$1,650.00	\$1,650.00
27	540	METAL BEAM GUARD FENCE AND TERMINAL ANCHOR SECTION, complete and in place, per linear foot.	90	LF	\$26.18	\$2,356.20	\$42.00	\$3,780.00	\$65.00	\$5,850.00
28	618	CONDUIT, PVC, SCHD 40, 2", complete and in place, per linear foot.	60	LF	\$56.35	\$3,381.00	\$78.00	\$4,680.00	\$68.50	\$4,110.00
29	620	ELECTRICAL CONDUCTOR, NO. 8, BARE, complete and in place, per linear foot.	60	LF	\$4.60	\$276.00	\$6.00	\$360.00	\$47.85	\$2,871.00
30	636	ALUMINUM SIGNS, TYPE A, complete and in place, per square foot.	31	SF	\$34.50	\$1,069.50	\$48.00	\$1,488.00	\$38.50	\$1,193.50
31	644	INSTALL SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES, complete and in place, per lump sum.	1	LS	\$1,089.00	\$1,089.00	\$4,200.00	\$4,200.00	\$1,500.00	\$1,500.00
32	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE 1 (W), 4" SLD, 100 MIL, complete and in place, per linear foot.	194	LF	\$4.95	\$960.30	\$6.40	\$1,241.60	\$68.00	\$13,192.00
33	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE 1 (W), 12" SLD, 100 MIL, complete and in place, per linear foot.	247	LF	\$14.30	\$3,532.10	\$19.20	\$4,742.40	\$66.00	\$16,302.00
34	680	INSTALL HIGHWAY TRAFFIC SIGNAL, ISOLATED, complete and in place, per each.	1	EA	\$2,875.00	\$2,875.00	\$4,000.00	\$4,000.00	\$18,272.00	\$18,272.00
35	682	PEDESTRIAN SIGNAL SECTION, 12 IN, LED, 2 INDICATORS, complete and in place, per each.	4	EA	\$667.00	\$2,668.00	\$925.00	\$3,700.00	\$7,500.00	\$30,000.00
36	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 2 CONDUCTOR, complete and in place, per linear foot.	545	LF	\$4.60	\$2,507.00	\$6.40	\$3,488.00	\$36.25	\$19,756.25
37	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 5 CONDUCTOR, complete and in place, per linear foot.	560	LF	\$5.75	\$3,220.00	\$8.00	\$4,480.00	\$38.10	\$21,336.00
38	687	PEDESTAL POLE ASSEMBLY, complete and in place, per each.	3	EA	\$3,795.00	\$11,385.00	\$5,300.00	\$15,900.00	\$5,000.00	\$15,000.00
39	688	PEDESTRIAN DETECTORS, 2 IN PUSH BUTTON, complete and in place, per each.	4	EA	\$517.50	\$2,070.00	\$720.00	\$2,880.00	\$3,000.00	\$12,000.00
Base Total Hunters Bend Sidewalk Improvements (\$)						\$ 200,754.00		\$ 297,693.58		\$ 450,341.07
Base Bid Total w/10% Contingency										

TECH:		Hunters Bend Sidewalk			Private Dev		Borealis		Weslar		Mimic	
Number	ITEM	Base Bid	QTY	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL
1	100	PREPARING RIGHT OF WAY, complete and in place, per acre	1.4	AC	\$3,877.50	\$5,428.50	\$5,000.00	\$7,000.00	\$12,000.00	\$16,800.00	\$11,000.00	\$15,400.00
2	104	REMOVING EXISTING CONCRETE RIPRAP, ALL THICKNESSES, complete and in place, per square yard	430	SY	\$50.75	\$21,822.50	\$27.00	\$11,610.00	\$8.00	\$3,440.00	\$24.75	\$10,642.50
3	104	REMOVING EXISTING CURBS FOR CURB RAMPS, complete and in place, per each	9	EA	\$289.20	\$2,602.80	\$500.00	\$4,500.00	\$10.00	\$90.00	\$180.00	\$1,620.00
4	104	REMOVING EXISTING CONCRETE SIDEWALKS, ALL THICKNESSES, complete and in place, per square yard	30	SY	\$50.75	\$1,522.50	\$27.00	\$810.00	\$15.00	\$450.00	\$24.75	\$742.50
5	160	FURNISH AND PLACE TOPSOIL (4" CIP), complete and in place, per square yard	4,954	SY	\$8.46	\$41,910.84	\$2.50	\$12,385.00	\$3.33	\$16,496.82	\$2.25	\$11,146.50
6	164	CELLULOSE FIBER MULCH SEEDING (PERM), complete and in place, per square yard	4,954	SY	\$0.50	\$2,477.00	\$0.60	\$2,972.40	\$0.50	\$2,477.00	\$0.50	\$2,477.00
7	169	SOIL RETENTION BLANKET, CLASS 2, TYPE E, complete and in place, per square yard	2,770	SY	\$1.76	\$4,875.20	\$0.65	\$1,800.50	\$2.00	\$5,540.00	\$2.00	\$5,540.00
8	247	FLEXIBLE BASE, FINAL POSITION (TYPE A, GRADE 3), complete and in place, per cubic yard	294	CY	\$65.00	\$19,110.00	\$45.00	\$13,230.00	\$25.00	\$7,350.00	\$18.00	\$5,292.00
9	416	DRILLED SHAFT, TRAFFIC SIGNAL POLE, 24 IN, complete and in place, per linear foot	17.1	LF	\$176.25	\$3,013.88	\$180.00	\$3,078.00	\$130.00	\$2,223.00	\$160.00	\$2,736.00
10	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN F.M. 969 RIGHT-OF-WAY, complete and in place, per cubic yard	16	CY	\$88.00	\$1,408.00	\$160.50	\$2,568.00	\$280.00	\$4,480.00	\$320.00	\$5,120.00
11	432	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN HUNTERS BEND ROAD RIGHT-OF-WAY, complete and in place, per square yard	164	SY	\$88.00	\$14,432.00	\$60.00	\$9,840.00	\$54.00	\$8,856.00	\$280.00	\$45,920.00
12	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 3, complete and in place, per linear foot	72	LF	\$53.58	\$3,857.76	\$30.00	\$2,160.00	\$75.00	\$5,400.00	\$75.00	\$5,400.00
13	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 4, complete and in place, per linear foot	8	LF	\$71.91	\$575.28	\$42.00	\$336.00	\$100.00	\$800.00	\$98.00	\$784.00
14	460	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 6, complete and in place, per linear foot	56	LF	\$70.50	\$3,948.00	\$68.00	\$3,808.00	\$125.00	\$7,000.00	\$82.00	\$4,592.00
15	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING, complete and in place, per lump sum	1	LS	\$6,591.75	\$6,591.75	\$4,800.00	\$4,800.00	\$8,000.00	\$8,000.00	\$14,500.00	\$14,500.00
16	506	TEMPORARY SEDIMENT - CONTROL FENCE, complete and in place, per linear foot	906	LF	\$1.85	\$1,676.10	\$1.75	\$1,585.50	\$2.25	\$2,038.50	\$3.00	\$2,718.00
17	506	ROCK FILTER DAMS, TYPE 2, complete and in place, per each	10	EA	\$470.94	\$4,709.40	\$750.00	\$7,500.00	\$500.00	\$5,000.00	\$550.00	\$5,500.00
18	506	CONSTRUCTION EXITS (INSTALL & REMOVE), complete and in place, per lump sum	1	LS	\$3,525.00	\$3,525.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
19	529	CONCRETE CURB, 8" WIDE x 5-3/4" HIGH, complete and in place, per linear foot	1,526	LF	\$18.50	\$28,231.00	\$28.00	\$42,728.00	\$12.00	\$18,312.00	\$12.00	\$18,312.00
20	529	CONCRETE CURB, 6-1/2" WIDE x 5-3/4" HIGH, complete and in place, per linear foot	250	LF	\$17.50	\$4,375.00	\$22.50	\$5,625.00	\$11.00	\$2,750.00	\$12.00	\$3,000.00
21	531	CONCRETE SIDEWALK, 4" THICK, complete and in place, per square yard	1,468	SY	\$41.25	\$60,555.00	\$48.00	\$70,464.00	\$30.60	\$44,920.80	\$36.00	\$52,848.00
22	531	CONCRETE SIDEWALK, 5" THICK, complete and in place, per square yard	72	SY	\$60.00	\$4,320.00	\$52.00	\$3,744.00	\$31.50	\$2,268.00	\$38.00	\$2,736.00
23	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 7, complete and in place, per each	3	EA	\$850.00	\$2,550.00	\$1,200.00	\$3,600.00	\$2,500.00	\$7,500.00	\$850.00	\$2,550.00
24	531	CONCRETE CURB RAMP, WITH PAVERS, TYPE 11, complete and in place, per each	7	EA	\$750.00	\$5,250.00	\$1,050.00	\$7,350.00	\$3,500.00	\$24,500.00	\$1,350.00	\$9,450.00
25	531	CONCRETE SIDEWALK FLUME, complete and in place, per each	2	EA	\$600.00	\$1,200.00	\$1,350.00	\$2,700.00	\$1,200.00	\$2,400.00	\$850.00	\$1,700.00
26	531	CONCRETE SIDEWALK RAMP, complete and in place, per each	1	EA	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$750.00	\$750.00
27	540	METAL BEAM GUARD FENCE AND TERMINAL ANCHOR SECTION, complete and in place, per linear foot	60	LF	\$155.10	\$13,950.00	\$34.00	\$3,060.00	\$30.00	\$2,700.00	\$40.00	\$3,600.00
28	618	CONDUIT, PVC, SCHD 40, 2", complete and in place, per linear foot	60	LF	\$69.00	\$4,140.00	\$49.00	\$2,940.00	\$52.00	\$3,120.00	\$75.00	\$4,500.00
29	620	ELECTRICAL CONDUCTOR, NO. 8, BARE, complete and in place, per linear foot	60	LF	\$5.65	\$339.00	\$10.00	\$600.00	\$5.00	\$300.00	\$8.00	\$480.00
30	636	ALUMINUM SIGNS, TYPE A, complete and in place, per square foot	31	SF	\$42.30	\$1,311.30	\$50.00	\$1,550.00	\$35.00	\$1,085.00	\$45.00	\$1,395.00
31	644	INSTALL SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES, complete and in place, per lump sum	1	LS	\$1,395.00	\$1,395.00	\$550.00	\$550.00	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00
32	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 4" SLD, 100 MIL, complete and in place, per linear foot	194	LF	\$5.05	\$1,096.10	\$7.00	\$1,358.00	\$5.25	\$1,018.50	\$7.50	\$1,455.00
33	666	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 12" SLD, 100 MIL, complete and in place, per linear foot	247	LF	\$16.92	\$4,178.24	\$12.00	\$2,964.00	\$15.00	\$3,705.00	\$17.00	\$4,199.00
34	680	INSTALL HIGHWAY TRAFFIC SIGNAL, ISOLATED, complete and in place, per each	1	EA	\$3,525.00	\$3,525.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00
35	682	PEDESTRIAN SIGNAL SECTION, 12 IN, LED, 2 INDICATORS, complete and in place, per each	4	EA	\$917.80	\$3,271.20	\$825.00	\$3,300.00	\$680.00	\$2,720.00	\$750.00	\$3,000.00
36	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 2 CONDUCTOR, complete and in place, per linear foot	545	LF	\$5.65	\$3,079.25	\$7.00	\$3,815.00	\$5.00	\$2,725.00	\$7.00	\$3,815.00
37	684	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 5 CONDUCTOR, complete and in place, per linear foot	560	LF	\$7.05	\$3,948.00	\$8.00	\$4,480.00	\$6.00	\$3,360.00	\$8.00	\$4,480.00
38	687	PEDESTAL POLE ASSEMBLY, complete and in place, per each	3	EA	\$4,653.00	\$13,959.00	\$4,500.00	\$13,500.00	\$4,000.00	\$12,000.00	\$4,100.00	\$12,300.00
39	688	PEDESTRIAN DETECTORS, 2 IN PUSH BUTTON, complete and in place, per each	4	EA	\$634.50	\$2,538.00	\$725.00	\$2,900.00	\$550.00	\$2,200.00	\$600.00	\$2,400.00
Base Total Hunters Bend Sidewalk Improvements (\$)						\$ 307,457.60		\$ 272,911.40		\$ 241,925.62		\$ 279,500.50
Base Bid Total w/10% Contingency												

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID - HUNTERS BEND SIDEWALK IFB No. CONTRACT No.						
Bid Item	Spec. Item No.	Bid Quantity	Unit	Description	Unit Price	Amount
1	100	1.40	AC	PREPARING RIGHT OF WAY, complete and in place, per acre.	\$4275.35	\$5,985.46
2	104	430	SY	REMOVING EXISTING CONCRETE RIPRAP, ALL THICKNESSES, complete and in place, per square yard.	\$17.31	\$7443.30
3	104	9	EA	REMOVING EXISTING CURBS FOR CURB RAMPS, complete and in place, per each.	\$106.88	\$961.92
4	104	30	SY	REMOVING EXISTING CONCRETE SIDEWALKS, ALL THICKNESSES, complete and in place, per square yard.	\$19.23	\$576.90
5	160	4,954	SY	FURNISH AND PLACE TOPSOIL (4" CIP), complete and in place, per square yard.	\$.09	\$445.86
6	164	4,954	SY	CELLULOSE FIBER MULCH SEEDING (PERM), complete and in place, per square yard.	\$.21	\$1040.34
7	169	2,770	SY	SOIL RETENTION BLANKET, CLASS 2, TYPE B, complete and in place, per square yard.	\$1.12	\$3,102.40
8	247	294	CY	FLEXIBLE BASE, FINAL POSITION (TYPE A, GRADE 3), complete and in place, per cubic yard.	\$37.40	\$10,995.60
9	416	17.1	LF	DRILLED SHAFT, TRAFFIC SIGNAL POLE, 24 IN, complete and in place, per linear foot.	\$133.60	\$2284.56
10	432	16	CY	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN F.M. 969 RIGHT-OF-WAY, complete and in place, per cubic yard.	\$288.58	\$4617.28
11	432	164	SY	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN HUNTERS BEND ROAD RIGHT-OF-WAY, complete and in place, per square yard.	\$48.09	\$7886.76
12	460	72	LF	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 3, complete and in place, per linear foot.	\$118.64	\$8542.08
13	460	8	LF	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 4, complete and in place, per linear foot.	\$118.64	\$949.12

Revised per our acknowledgment of extended errors, as discovered by Travis County during their review of our originally submitted bid.

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID - HUNTERS BEND SIDEWALK IFB No. CONTRACT No.						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
14	460	56	LF	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 6, complete and in place, per linear foot.	\$ 118.64	\$ 6643.84
15	502	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING, complete and in place, per lump sum.	\$ 5344.16	\$ 5344.16
16	506	906	LF	TEMPORARY SEDIMENT - CONTROL FENCE, complete and in place, per linear foot.	\$ 2.47	\$ 2237.82
17	506	10	EA	ROCK FILTER DAMS, TYPE 2, complete and in place, per each.	\$ 345.23	\$ 3452.30
18	506	1	LS	CONSTRUCTION EXITS (INSTALL & REMOVE), complete and in place, per lump sum.	\$ 748.18	\$ 748.18
19	529	1,526	LF	CONCRETE CURB, 8" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	\$ 8.64	\$ 13,184.64
20	529	250	LF	CONCRETE CURB, 6-1/2" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	\$ 8.55	\$ 2137.50
21	531	1,468	SY	CONCRETE SIDEWALK, 4" THICK, complete and in place, per square yard.	\$ 31.67	\$ 46,491.56
22	531	72	SY	CONCRETE SIDEWALK, 5" THICK, complete and in place, per square yard.	\$ 39.63	\$ 2853.36
23	531	3	EA	CONCRETE CURB RAMP, WITH PAVERS, TYPE 7, complete and in place, per each.	\$ 748.18	\$ 2244.54
24	531	7	EA	CONCRETE CURB RAMP, WITH PAVERS, TYPE 11, complete and in place, per each.	\$ 748.18	\$ 5237.26
25	531	2	EA	CONCRETE SIDEWALK FLUME, complete and in place, per each.	\$ 534.41	\$ 1068.82
26	531	1	EA	CONCRETE SIDEWALK RAMP, complete and in place, per each.	\$ 641.29	\$ 641.29
27	540	90	LF	METAL BEAM GUARD FENCE AND TERMINAL ANCHOR SECTION, complete and in place, per linear foot.	\$ 25.43	\$ 2288.70

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID - HUNTERS BEND SIDEWALK IFB No. CONTRACT No.						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
28	618	60	LF	CONDUIT, PVC, SCHD 40, 2", complete and in place, per linear foot.	\$ <u>64.12</u>	\$ <u>3847.20</u>
29	620	60	LF	ELECTRICAL CONDUCTOR, NO. 8, BARE, complete and in place, per linear foot.	\$ <u>4.27</u>	\$ <u>256.20</u>
30	636	31	SF	ALUMINUM SIGNS, TYPE A, complete and in place, per square foot.	\$ <u>32.06</u>	\$ <u>993.86</u>
31	644	1	LS	INSTALL SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES, complete and in place, per lump sum.	\$ <u>213.76</u>	\$ <u>213.76</u>
32	666	194	LF	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 4" SLD, 100 MIL, complete and in place, per linear foot.	\$ <u>4.27</u>	\$ <u>828.38</u>
33	666	247	LF	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 12" SLD, 100 MIL, complete and in place, per linear foot.	\$ <u>12.80</u>	\$ <u>3161.60</u>
34	680	1	EA	INSTALL HIGHWAY TRAFFIC SIGNAL, ISOLATED, complete and in place, per each.	\$ <u>2672.00</u>	\$ <u>2672.00</u>
35	682	4	EA	PEDESTRIAN SIGNAL SECTION, 12 IN, LED, 2 INDICATORS, complete and in place, per each.	\$ <u>619⁰⁰</u>	\$ <u>2476⁰⁰</u>
36	684	545	LF	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 2 CONDUCTOR, complete and in place, per linear foot.	\$ <u>4.27</u>	\$ <u>2327.15</u>
37	684	560	LF	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 5 CONDUCTOR, complete and in place, per linear foot.	\$ <u>5.34</u>	\$ <u>2,990⁴⁰</u>
38	687	3	EA	PEDESTAL POLE ASSEMBLY, complete and in place, per each.	\$ <u>3527⁰⁰</u>	\$ <u>10,581⁰⁰</u>
39	688	4	EA	PEDESTRIAN DETECTORS, 2 IN PUSH BUTTON, complete and in place, per each.	\$ <u>480.97</u>	\$ <u>1,923⁸⁸</u>
SUBTOTAL BASE BID - HUNTERS BEND SIDEWALK IMPROVEMENTS						\$ <u>181,676.98</u>

* - Texas Department of Transportation Specification Number

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

One hundred eighty-one thousand six hundred Dollars and
(Print or Type Dollar Amount)

seventy-six dollars and
seventy-eight Cents
(Print or Type Cents Amount)

TAX EXEMPT TOTAL	\$180,000.92	NON-TAX EXEMPT TOTAL	\$1,676.07
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

Note: Following listed Abbreviations used for proposed units:

CY = Cubic Yard	LF = Lineal Foot	STA = Stations
AC = Acre	EA = Each	SY = Square Yards
GAL = Gallon	LS = Lump Sum	LBS = Pounds
TONS = Tons	SF = Square Feet	MO = Month
1000 G = Thousand Gallons		

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID - HUNTERS BEND SIDEWALK IFB No. CONTRACT No.						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
1	100	1.40	AC	PREPARING RIGHT OF WAY, complete and in place, per acre.	\$4275.35	\$5,985.46
2	104	430	SY	REMOVING EXISTING CONCRETE RIPRAP, ALL THICKNESSES, complete and in place, per square yard.	\$17.31	\$7,443.30
3	104	9	EA	REMOVING EXISTING CURBS FOR CURB RAMPS, complete and in place, per each.	\$106.88	\$961.92
4	104	30	SY	REMOVING EXISTING CONCRETE SIDEWALKS, ALL THICKNESSES, complete and in place, per square yard.	\$19.23	\$576.90
5	160	4,954	SY	FURNISH AND PLACE TOPSOIL (4" CIP), complete and in place, per square yard.	\$.09	\$445.86
6	164	4,954	SY	CELLULOSE FIBER MULCH SEEDING (PERM), complete and in place, per square yard.	\$.21	\$1,040.34
7	169	2,770	SY	SOIL RETENTION BLANKET, CLASS 2, TYPE E, complete and in place, per square yard.	\$1.12	\$3,102.40
8	247	294	CY	FLEXIBLE BASE, FINAL POSITION (TYPE A, GRADE 3), complete and in place, per cubic yard.	\$37.40	\$10,995.60
9	416	17.1	LF	DRILLED SHAFT, TRAFFIC SIGNAL POLE, 24 IN, complete and in place, per linear foot.	\$133.60	\$2,284.56
10	432	16	CY	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN F.M. 969 RIGHT-OF-WAY, complete and in place, per cubic yard.	\$288.58	\$4,617.28
11	432	164	SY	CONCRETE RIPRAP, ALL THICKNESSES, WITHIN HUNTERS BEND ROAD RIGHT-OF-WAY, complete and in place, per square yard.	\$48.09	\$7,886.76
12	460	72	LF	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 3, complete and in place, per linear foot.	\$118.64	\$8,542.08
13	460	8	LF	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 4, complete and in place, per linear foot.	\$118.64	\$949.12

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID - HUNTERS BEND SIDEWALK IFB No. CONTRACT No.						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
14	460	56	LF	CORRUGATED METAL PIPE ARCH, GALVANIZED STEEL, POLYMER COATED, DESIGN SIZE 6, complete and in place, per linear foot.	\$ 118.64	\$ 6643.84
15	502	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING, complete and in place, per lump sum.	\$ 5344.16	\$ 5344.16
16	506	906	LF	TEMPORARY SEDIMENT - CONTROL FENCE, complete and in place, per linear foot.	\$ 2.47	\$ 2237.82
17	506	10	EA	ROCK FILTER DAMS, TYPE 2, complete and in place, per each.	\$ 345.23	\$ 3452.30
18	506	1	LS	CONSTRUCTION EXITS (INSTALL & REMOVE), complete and in place, per lump sum.	\$ 748.18	\$ 748.18
19	529	1,526	LF	CONCRETE CURB, 8" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	\$ 8.64	\$ 13,184.64
20	529	250	LF	CONCRETE CURB, 6-1/2" WIDE x 5-3/4" HIGH, complete and in place, per linear foot.	\$ 8.55	\$ 2137.50
21	531	1,468	SY	CONCRETE SIDEWALK, 4" THICK, complete and in place, per square yard.	\$ 31.67	\$ 46,491.56
22	531	72	SY	CONCRETE SIDEWALK, 5" THICK, complete and in place, per square yard.	\$ 39.63	\$ 2853.36
23	531	3	EA	CONCRETE CURB RAMP, WITH PAVERS, TYPE 7, complete and in place, per each.	\$ 748.18	\$ 2244.54
24	531	7	EA	CONCRETE CURB RAMP, WITH PAVERS, TYPE 11, complete and in place, per each.	\$ 748.18	\$ 5237.26
25	531	2	EA	CONCRETE SIDEWALK FLUME, complete and in place, per each.	\$ 534.41	\$ 1068.82
26	531	1	EA	CONCRETE SIDEWALK RAMP, complete and in place, per each.	\$ 641.29	\$ 641.29
27	540	90	LF	METAL BEAM GUARD FENCE AND TERMINAL ANCHOR SECTION, complete and in place, per linear foot.	\$ 25.43	\$ 2288.70

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID - HUNTERS BEND SIDEWALK IFB No. CONTRACT No.						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
28	618	60	LF	CONDUIT, PVC, SCHD 40, 2", complete and in place, per linear foot.	\$ 64.12	3847.20 4115 \$ 3847.70
29	620	60	LF	ELECTRICAL CONDUCTOR, NO. 8, BARE, complete and in place, per linear foot.	\$ 4.27	256.20 4115 \$ 256.20
30	636	31	SF	ALUMINUM SIGNS, TYPE A, complete and in place, per square foot.	\$ 32.06	\$ 993.86
31	644	1	LS	INSTALL SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES, complete and in place, per lump sum.	\$ 213.70	\$ 213.70
32	666	194	LF	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 4" SLD, 100 MIL, complete and in place, per linear foot.	\$ 4.27	\$ 828.38
33	666	247	LF	REFLECTORIZED PAVEMENT MARKINGS, TYPE I (W), 12" SLD, 100 MIL, complete and in place, per linear foot.	\$ 12.80	3161.60 4115 \$ 3,161.00
34	680	1	EA	INSTALL HIGHWAY TRAFFIC SIGNAL, ISOLATED, complete and in place, per each.	\$ 2672	\$ 2672
35	682	4	EA	PEDESTRIAN SIGNAL SECTION, 12 IN, LED, 2 INDICATORS, complete and in place, per each.	\$ 619	\$ 2476.00
36	684	545	LF	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 2 CONDUCTOR, complete and in place, per linear foot.	\$ 4.27	\$ 2327.15
37	684	560	LF	TRAFFIC SIGNAL CABLES, TYPE A, 14 AWG, 5 CONDUCTOR, complete and in place, per linear foot.	\$ 5.34	\$ 2,990.40
38	687	3	EA	PEDESTAL POLE ASSEMBLY, complete and in place, per each.	\$ 3527	\$ 10,581.00
39	688	4	EA	PEDESTRIAN DETECTORS, 2 IN PUSH BUTTON, complete and in place, per each.	\$ 480.97	\$ 1,923.88
SUBTOTAL BASE BID - HUNTERS BEND SIDEWALK IMPROVEMENTS						\$ 181,676.98 4115 \$ 181,676.98

* - Texas Department of Transportation Specification Number

IFB No. B090302-JW
Hunters Bend Sidewalk Improvements

III. Bid Requirements
A. Bid Proposal

One hundred eighty-one thousand six hundred Dollars and
(Print or Type Dollar Amount)

seventy-six dollars and
seventy-eight Cents
(Print or Type Cents Amount)

TAX EXEMPT TOTAL	<u>\$180,000.92</u>	NON-TAX EXEMPT TOTAL	<u>\$ 1,676.07</u>
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

Note: Following listed Abbreviations used for proposed units:

CY = Cubic Yard	LF = Lineal Foot	STA = Stations
AC = Acre	EA = Each	SY = Square Yards
GAL = Gallon	LS = Lump Sum	LBS = Pounds
TONS = Tons	SF = Square Feet	MO = Month
1000 G = Thousand Gallons		

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court

Fiscal Year 2009
Last Updated 9-10-09 at 3:12pm

Account Balance Inquiry

12:23:40

Account number . . . : 452-4941-759.81-65
Fund : 452 U/T ROAD BONDS-RB84 1999
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 9 U/T ROAD BONDS 2000
Element : 81 CAPITAL OUTLAY
Object : 65 PURCH SVC INFRASTRUCTR SW

Original budget	:	0	
Revised budget	:	752,159	06/08/2009
Actual expenditures - current	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	181,676.98	
Total expenditures & encumbrances:	:	181,676.98	24.2%
Unencumbered balance	:	570,482.02	75.8

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

Account number: 452-4941-759-81.65

CAPITAL OUTLAY / PURCH SVC INFRASTRUCTR SW

Position to Requisition number

or Po number

Type selections, press Enter.

1=Select

Requisition Purchase

Opt	Number	Order	Amount	Year	Project
_	0000472669		181,676.98	2009	84B00R

F12=Cancel

PURCHASE REQUISITION NBR: 0000472669

REQUISITION BY: BRUNILDA CRUZ 854-7679

STATUS: AUDITOR APPROVAL

REASON: 53934 SIDEWALKS-CIP ATTN: MARVIN BRICE

DATE: 6/03/09

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: UNKNOWN-HUNTERS BEND SIDEWALK

DELIVER BY DATE: 6/03/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION SERVICES HUNTER'S BEND SIDEWALK 1984 BOND ***** ACCOUNT 437-4941-745-8165 \$292,974.00 452-4941-759-8165 \$213,737.27 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SERVICES SIDEWALK CONST.	172593.14	DOL	1.0000	172593.14	
2	5% RETAINAGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE SIDEWALK CONST	9083.84	DOL	1.0000	9083.84	
REQUISITION TOTAL:					181676.98	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	45249417598165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW 1984 CIP Road Projects	100.00	172593.14
2	45249417598165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW 1984 CIP Road Projects	100.00	9083.84
				181676.98

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20090603 RT COURT
8/26/9 RETURNED.GMC

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 15, 2009**

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:

Discuss and take appropriate action for the order of:

A. Main Early Voting location (5501 Airport Blvd. Office)

B. Early Voting permanent polling locations

C. Early Voting mobile polling locations

for the **November 3, 2009 Joint Special Elections.**

Approved by: _____
Signature of Commissioner or Judge

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

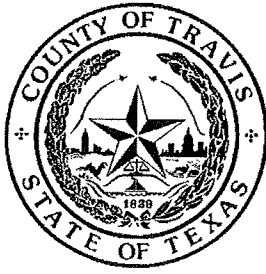
SEE ATTACHED

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

John Hille, County Attorney

49415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: September 1, 2009

RE: Agenda Request for the approval of the order designating main Early Voting, temporary Early Voting, and mobile Early Voting polling places for the November 3, 2009 Joint Special Elections.

The Travis County Clerk is sending you a list of the Early Voting permanent and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the November 3, 2009 Joint Special Elections.

**ORDER DESIGNATING MAIN EARLY VOTING POLLING PLACE,
TEMPORARY BRANCH EARLY VOTING POLLING PLACES, AND
HOURS FOR EARLY VOTING ON WEEKDAYS
FOR NOVEMBER 3, 2009 SPECIAL JOINT ELECTIONS**

WHEREAS, pursuant to Texas Election Code Section 85.002(b), the Travis County Commissioners Court may designate the main early voting polling place for county-wide elections;

WHEREAS, pursuant to Texas Election Code Section 85.062(a)(1), the Travis County Commissioners Court may designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk;

WHEREAS, pursuant to Texas Election Code Section 85.005, subsections (a) and (c), early voting shall be conducted at the main early voting polling place for at least twelve (12) hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business;

WHEREAS, pursuant to Texas Election Code Section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) shall be conducted on the days that early voting is required to be conducted at the main early voting polling place, and the authority establishing those temporary branch early voting polling places shall determine the hours during which voting is to be conducted on those days;

WHEREAS, pursuant to Texas Election Code Section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated pursuant to Section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance; and

WHEREAS, the temporary branch early voting polling places designated by this Order are located as prescribed by Texas Election Code Section 85.062, Subsections (b), (c), (d), (e), and (f);

NOW, THEREFORE, in accordance with subsections (a) and (c) of Texas Election Code Section 85.001 and in accordance with the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the November 3, 2009 Special Joint Elections the main early voting polling place and the temporary branch early voting polling places, as set forth in Exhibit A attached hereto and incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

For the elections to be held on November 3, 2009, the main early voting polling place and the temporary branch early voting polling places will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on Monday, October 19, 2009, and continuing through Friday, October 30, 2009, except that:

- (1) A temporary branch early voting polling location established at the Dan Ruiz Public Library will be open for early voting by personal appearance from 10:00 a.m. to 7:00p.m. beginning on Monday, October 19, 2009, and continuing to Thursday, October 22, 2009, and from 10:00 a.m. to 7:00p.m. beginning on Monday, October 26, 2009, and continuing to Thursday, October 29, 2009;
- (2) A temporary branch early voting polling location established at the Parque Zaragosa Recreation Center will be open for early voting by personal appearance on weekdays from 10:00 a.m. until 7:00 p.m., beginning on Monday, October 19, 2009, and continuing through Friday, October 30, 2009; and
- (3) A temporary branch early voting polling location established at the Carter Library will be open for early voting by personal appearance on weekdays from 10:00 a.m. until 6:00 p.m., beginning on Monday, October 19, 2009, and continuing through Friday, October 30, 2009. Voting on October 23, 2009 and October 30, 2009 will be conducted next door to the Carver Library at the Carver Museum.

BE IT SO ORDERED on this, the _____ day of September, 2009.

Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Karen Huber
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four



Travis County Early Voting Sites for the November 3, 2009 Joint Special Elections

Early Voting is Open Monday, October 19 – Friday, October 30

*Sitios de Votación Adelantada para las Elecciones Especiales Conjuntas
del Condado de Travis del 3 de Noviembre, 2009*

La Votación Adelantada es del Lunes, 19 de Octubre-Viernes, 30 de Octubre

CENTRAL / CENTRAL

Travis County Airport Blvd Offices

5501 Airport Boulevard
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

Fiesta Mart Central

3909 North IH-35 @ Delwood Shopping Center
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

NORTH / NORTE

Ben Hur Shriners Hall

7811 Rockwood Lane
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

NORTHEAST / NORESTE

County Tax Office, Pflugerville (Community Room)

15822 Foothill Farms Loop
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

NORTHWEST / NOROESTE

Randalls Research and Braker

10900-D Research Boulevard @ Braker Lane
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

SOUTH / SUR

Randalls Ben White and Manchaca

2025 West Ben White Boulevard @
Manchaca Road
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

SOUTHEAST / SURESTE

Dan Ruiz Public Library

1600 Grove Boulevard
Mon–Thur 10 am–7 pm, Fri Closed,
Sat 10 am–5 pm, Sun Closed
*Lunes–Jueves 10 am–7 pm, Viernes cerrado,
Sab 10 am–5 pm, Dom cerrado*

SOUTHWEST / SUROESTE

Randalls South Mopac and William Cannon

6600 South Mopac @ William Cannon
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

EAST / ESTE

Parque Zaragoza Recreation Center

2608 Gonzales Street @ East 7th
Mon–Fri 10 am–7 pm, Sat 10 am–5 pm,
Sun Closed
*Lunes–Viernes 10 am–7 pm, Sab 10 am–5 pm,
Dom cerrado*

Carver Library**

1161 Angelina Street
Mon–Fri 10 am–6 pm, Sat 10 am–4:30 pm,
Sun 2 pm–5:30 pm
*Lunes–Viernes 10 am–6 pm,
Sab 10 am–4:30 pm,
Dom 2 pm–5:30 pm*

***Voting on the two Fridays will be next door
in the Carver Museum.*

***La votación en los dos viernes será
enseguida, en Carver Museum.*

WEST / OESTE

Flagship Randalls at Westlake Hills

3300 Bee Caves Road
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

Randalls Lakeway

2301 RR 620 South
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía–6 pm

Travis County Elections Mobile Early Voting Guide - November 3, 2009 Joint Special Elections
Guía de Votación Adelantada en Sitios Móviles para las Elecciones Especiales Conjuntas
del Condado de Travis el 3 de Noviembre, 2009

Monday, Oct 19

Lunes, 19 de Oct

Travis Building
1701 North Congress Avenue
8 am – 6 pm

Travis County ESD 11
9019 Elroy Road (Del Valle)
9 am – 5 pm

Parsons House
1130 Camino La Costa
8 am – 10 am

Heritage Park Center
2806 Real Street
Noon – 2 pm

Heritage Pointe
1950 Webberville Road
4 pm – 6 pm

Tuesday, Oct 20

Martes, 20 de Oct

Sam Houston Building
201 East 14th Street
8 am – 6 pm

Travis Building
1701 North Congress Avenue
8 am – 6 pm

Austin Resource Center for the Homeless
(ARCH)
500 East 7th Street
8 am – 10 am

RBJ Residential Tower
21 Waller Street
11:30 am – 1:30 pm

Lakeside Senior Center
85 Trinity Street
3 pm – 5 pm

Wednesday, Oct 21

Miércoles, 21 de Oct

Central Services Building
1711 San Jacinto Boulevard
7:30 am - Noon

Winters Building
701 West 51st Street
1:30 pm – 6 pm

LBJ Building
111 East 17th Street
8 am – 6 pm

Brighton Gardens
4401 Spicewood Springs Road
8:30 am – 10:30 am

Loyalton of Austin
5310 Duval Road
Noon – 2 pm

Heartland Health Care Center
11406 Rustic Rock Drive
4 pm – 6 pm

Thursday, Oct 22

Jueves, 22 de Oct

Southwest Key Programs
East Austin Community Center
6002 Jain Lane
9 am – 6 pm

Manor ISD Admin. Building
10323 US Highway 290E (Manor)
9 am – 6 pm
(New address for this location)

Heatherwilde Assisted Living
401 South Heatherwilde Blvd. (Pflugerville)
8 am – 10 am

Westminster Manor
4100 Jackson Avenue
Noon – 2 pm

Friday, Oct 23

Viernes, 23 de Oct

Del Valle ISD Administration Building
5301 Ross Road (Del Valle)
9 am – 6 pm

Lago Vista City Hall
5803 Thunderbird Street (Lago Vista)
9 am – 6 pm

Park at Beckett Meadows
7709 Beckett Road
8 am – 10 am

Continental
4604 South Lamar Boulevard
Noon – 2 pm

Englewood Estates
2603 Jones Road
4 pm – 6 pm

Saturday, Oct 24

Sábado, 24 de Oct

Bee Cave City Hall
4000 Galleria Parkway
9 am – 6 pm

Randalls Brodie
9911 Brodie Lane @ Slaughter Lane
9 am – 6 pm

Deer Creek Elementary School
2420 Zeppelin Drive (Cedar Park)
9 am – Noon

Volente Volunteer Fire Dept
15406 FM 2769 (Volente)
2 pm – 6 pm

Sunday, Oct 25

Domingo, 25 de Oct

Randalls Brodie
9911 Brodie Lane @ Slaughter Lane
Noon – 6 pm

MT Supermarket
10901 N. Lamar Blvd., Bldg G at Chinatown
Noon – 6 pm

Fiesta Stassney
5510 S. IH-35 @ Stassney
Noon – 6 pm

Monday, Oct 26

Lunes, 26 de Oct

Travis County Courthouse
1000 Guadalupe Street
8 am – 5 pm

IBC Bank
10405 FM 2222
10 am – 4:30 pm

Austin City Hall, 1st Floor
301 West 2nd Street
8 am – 5 pm

Tuesday, Oct 27

Martes, 27 de Oct

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Briarcliff Property Owner's Association
22801 Briarcliff Drive (Briarcliff)
10 am – 6 pm

Northwest Rural
Community Center
18649 FM 1431, Suite 6A (Jonestown)
9 am – 6 pm

Wednesday, Oct 28

Miércoles, 28 de Oct

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Town Lake Center
721 Barton Springs Road
10 am – 6 pm

Goodwill Industries
701 Newman Dr
10 am – 7 pm

Thursday, Oct 29

Jueves, 29 de Oct

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Huston-Tillotson University
900 Chicon Street
9 am – 6 pm

Goodwill Industries
701 Newman Dr
10 am – 7 pm

Friday, Oct 30

Viernes, 30 de Oct

St. Edwards University
3001 South Congress Avenue
9 am – 6 pm

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Goodwill Industries
701 Newman Dr
10 am – 7 pm

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 15, 2009**

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:

Discuss and take appropriate action for the order of:

A. Main Early Voting location (5501 Airport Blvd. Office)

B. Early Voting permanent polling locations

C. Early Voting mobile polling locations

for the **November 3, 2009 Joint Special Elections.**

Approved by: _____
Signature of Commissioner or Judge

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

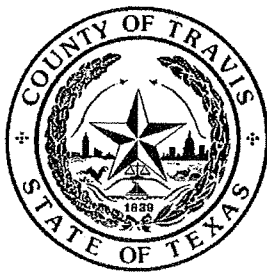
SEE ATTACHED

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

John Hille, County Attorney

49415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: September 1, 2009

RE: Agenda Request for the approval of the order designating main Early Voting, temporary Early Voting, and mobile Early Voting polling places for the November 3, 2009 Joint Special Elections.

The Travis County Clerk is sending you a list of the Early Voting permanent and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the November 3, 2009 Joint Special Elections.

**ORDER DESIGNATING ELECTION DAY POLLING PLACES FOR
NOVEMBER 3, 2009 ELECTIONS**

WHEREAS, pursuant to Section 43.002, Texas Election Code, the Travis County Commissioners Court designates election day polling places for County election precincts; and

WHEREAS, pursuant to Section 42.008, Texas Election Code, the Travis County Commissioners Court may consolidate Election Precincts in Special Elections, including the upcoming November 3, 2009 Joint Special Elections to be held in Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby orders for the November 3, 2009 Special Joint Elections to be conducted jointly by Travis County and other entities, the establishment of new polling places, including those polling places for consolidated precincts, as set forth in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, for those new County election precincts listed in Exhibit A. In addition to the new polling places listed in Exhibit A, Travis County will use, for the upcoming November 3, 2009 Joint Special Elections, those election day polling places which were previously established by the Travis County Commissioners Court and which have not been changed by this order.

This order shall take effect immediately.

BE IT SO ORDERED ON THIS, the _____ day of September, 2009.

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Karen Huber
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four



Tuesday, November 3, 2009 - Joint Special Elections - Election Day Polling Places
martes, 3 de noviembre, 2009 - Elecciones Especiales Conjuntas - Casillas Electorales para el Día de Elección
Travis County Clerk Dana DeBeauvoir - Elections Division
Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones



101	Hornsby - Dunlap Elementary School 13901 FM 969	140	Dobie Middle School 1200 East Rundberg Lane	209	Combined @ 202 Murchison Elementary School 2215 Kelly Lane	238	Murchison Middle School 3700 North Hills Drive	268	Grant AME Worship Center 1701 Kramer Lane
105	Manor ISD Administration Building 10323 US Highway 290E	141	Reagan High School 7104 Berkman Drive	210	O. Henry Middle School 2610 West 10th Street	239	Gullett Elementary School 6310 Treadwell Boulevard	271	Doss Elementary School 7005 Northledge Drive
106	Travis County Sheriff's Office (East/Este) 7811 Burleson-Manor Road	145	Red River Church 4425 Red River Street	211	Walnut Creek Elementary School 401 West Braker Lane	240	Highland Park Elementary School 4900 Fairview Drive	272	Combined @ 274 First English Lutheran Church 3001 Whitis Avenue
107	New Sweden Lutheran Church 12809 New Sweden Church Road	146	Lee Elementary School 3308 Hampton Road	213	Graham Elementary School 11211 Tom Adams Drive	241	Brentwood Elementary School 6700 Arroyo Seco	273	Trinity Lutheran Church 1207 West 45th Street
108	Copperfield Elementary School 12135 Thompsons Drive	148	Flawn Academic Center (Lobby) 2400 Inner Campus Drive (West Mall)	214	Bryker Woods Elementary School 3309 Kerbey Lane	242	Crestview Methodist Church 1300 Morrow Street	274	First English Lutheran Church 3001 Whitis Avenue
109	Parmer Lane Elementary School 1806 Parmer Lane	149	Reilly Elementary School 405 Denson Drive	215	Wells Branch Community Center 2106 Klattenhoff Drive	243	Ben Hur Shriners Hall 7811 Rockwood Lane	275	Combined @ 274 First English Luth. Church - NEW 3001 Whitis Avenue
110	River Oaks Elementary School 12401 Scofield Farms Drive	150	Brown Elementary School 505 West Anderson Lane	216	Northwest Elementary School 14014 Thermal Drive	246	Hill Elementary School 8601 Tallwood Drive	277	University Co-op 2246 Guadalupe Street
111	Westview Middle School 1805 Scofield Lane	151	Northeast Health Center 7112 Ed Bluestein Boulevard, Suite # 155	217	Wells Branch MUD Rec. Center 3000 Shoreline Drive	247	Combined @ 271 Doss Elementary School 7005 Northledge Drive	278	St. Luke United Methodist Church 1306 West Lynn Street
112	Dessau Elementary School 1501 Dessau Ridge Lane	152	Maplewood Elementary School 3808 Maplewood Avenue	218	ACC Northridge Campus 11928 Stonehollow Drive	248	Burnet Middle School 8401 Hathaway Drive	279	Combined @ 267 Great Hills Baptist Church 10500 Jollyville Road
113	Wieland Elementary School 900 Tudor House Road	153	Woodcliff Baptist Church 11015 Dessau Road	219	Caldwell Elementary School 1718 Picadilly Drive	249	St. Matthew's Episcopal Church 8134 Mesa Drive	301	Sunset Valley City Hall 3205 Jones Road
121	LBJ High School 7309 Lazy Creek Drive	154	Bluebonnet Trail Elementary School 11316 Farmhaven Road	220	Fire Station # 31 5507 FM 2222	250	Mathews Elementary School 906 West Lynn Street	302	Bailey Middle School 4020 Lost Oasis Hollow
122	YMCA East Community Branch 5315 Ed Bluestein Boulevard	156	Virginia Brown Recreation Center 7500 Blessing Avenue	222	Windermere Elementary School 1100 Picadilly Drive	251	Combined @ 210 O. Henry Middle School 2610 West 10th Street	303	Oak Hill Primitive Baptist Church 11408 FM 1826
123	Eastside Memorial High School 1012 Arthur Stiles Road	160	YMCA North Park Branch 9616 North Lamar Boulevard	223	Pflugerville ISD Administration Building 1401 West Pecan Street	252	Pillow Elementary School 3025 Crosscreek Drive	304	Kiker Elementary School 5913 La Cross Avenue
124	Carver Library 1161 Angelina Street	161	Lanier High School 1201 Payton Gin Road	224	County Tax Office(Community Room) 15822 Foothill Farms Loop (Just off of Pecan Street)	253	First Presbyterian Church 8001 Mesa Drive	306	Lakeway Justice Center 104 Cross Creek Drive
126	David Chapel Portable 2211 East MLK Jr. Boulevard	163	Cook Elementary School 1511 Cripple Creek Road	225	Combined @ 217 Wells Branch MUD Rec. Center 3000 Shoreline Drive	254	Davis Elementary School 5214 Duval Road	307	Rollingwood Municipal Building 403 Nixon Drive
129	Sims Elementary School 1203 Springdale Road	164	Barrington Elementary School 400 Cooper Drive	226	Brookhollow Elementary School 1200 North Railroad Avenue	256	Casis Elementary School 2710 Exposition Boulevard	308	Briarcliff POA Community Center 22801 Briarcliff Drive
130	Memorial United Methodist Church 6100 Berkman Drive	200	St. Elizabeth's Catholic Church 1520 North Railroad Avenue	227	Spring Hill Elementary School 600 South Heatherwilde Boulevard	258	McBee Elementary School 1001 West Braker Lane	309	Kocurek Elementary School 9800 Curlew Drive
132	Pecan Springs Elementary School 3100 Rogge Lane	202	Murchison Elementary School 2215 Kelly Lane	228	Combined @ 254 Davis Elementary School 5214 Duval Road	259	Summitt Elementary School 12207 Brigadoon Lane	310	Menchaca Elementary School 12120 Manchaca Road
133	Blanton Elementary School 5408 Westminster Drive	203	Boulder Ridge Community Room 3300 Killingsworth Lane	229	Combined @ 215 Wells Branch Comm. Center 2106 Klattenhoff Drive	260	Austin Brethren Church 1800 Payton Gin Road	312	Travis County Sheriff's Office at Hudson Bend 3800 Hudson Bend Road
135	Messiah Lutheran Church 5701 Cameron Road	205	Camden Huntingdon Apartments 12349 Metric Boulevard	231	Combined @ 238 Murchison Middle School 3700 North Hills Drive	262	Anderson High School 8403 Mesa Drive	314	St. Christopher's Episcopal Church 8724 Travis Hills Drive
136	Ridgetop Elementary School 5005 Caswell Avenue	206	Pfluger Hall 203B East Pecan Street	235	McCallum High School 5600 Sunshine Drive	263	United Christian Church 3500 West Parmer Lane	315	Villages Amenities Center 12006 Gatling Gun Lane
137	Winters Building 701 West 51st Street	207	YMCA Northwest Branch 5807 McNeil Road	236	Rosedale Elementary School 2117 West 49th Street	266	Senior Activity Center 2874 Shoal Crest Avenue	316	Travis County Parks Office 14624 Hamilton Pool Road
139	Bernice Hart Elementary School 8301 Furness Drive	208	Triumphant Love Lutheran Church 9508 Great Hills Trail	237	Highland Park Baptist Church 5206 Balcones Drive	267	Great Hills Baptist Church 10500 Jollyville Road	317	Eanes ISD Administration Building 601 Camp Craft Road



Tuesday, November 3, 2009 - Joint Special Elections - Election Day Polling Places
martes, 3 de noviembre, 2009 - Elecciones Especiales Conjuntas - Casillas Electorales para el Día de Elección
Travis County Clerk Dana DeBeauvoir - Elections Division
 Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones



318	West Ridge Middle School 9201 Scenic Bluff Drive	347	Hill Country Middle School 1300 Walsh Tarlton Lane	376	Steiner Ranch Elementary School 4001 Quinlan Park Road North	429	Dan Ruiz Branch Public Library 1600 Grove Boulevard	461	Ann Richards School 2206 Prather Lane (formerly Porter Middle School)
319	Lakeway Activity Center 105 Cross Creek Drive	349	ACC Pinnacle Campus 7748 Highway 290 West	377	Shepherd of the Hills Christian Church 6909 West Courtyard Drive	430	Combined @ 409 Galindo Elementary School 3800 South 2nd Street	462	Austin Travis County MHMR 1700 South Lamar Boulevard, Suite 101
320	The River in the Hills Church 1310 RR 620 S. Suite C-9 (Lakeway Plaza)	350	Cowan Elementary School 2817 Kentish Drive	378	Austin Christian Fellowship 6401 River Place Boulevard	431	Combined @ 440 Heights Assembly of God 3314 Burleson Rd	463	Williams Elementary School 500 Mairo Street
321	Jackie's Performing Arts School 11530 Manchaca Road	351	Small Middle School 4801 Monterey Oaks Boulevard	379	Combined @ 376 Steiner Ranch Elementary School 4001 Quinlan Park Road North	433	Travis High School 1211 East Oltorf Street		
323	Texas Oaks Baptist Church 9910 Bilbrook Place	352	Covington Middle School 3700 Convict Hill Road	401	Del Valle ISD Administration Building 5301 Ross Road	437	Becker Elementary School 906 West Milton Street		
324	Lake Pointe Elementary School 11801 Sonoma Drive	354	Travis Country Office (H.O.A.) 4504 Travis Country Circle	402	Elroy Community Library 13512 FM 812	438	Sanchez Elementary School 73 San Marcos Street		
326	Laurel Mountain Elementary School 10111 DK Ranch Road	355	Southwest Church of Christ 8900 Manchaca Road	403	Creedmoor Elementary School 5604 FM 1327	439	Cantu/Pan Am Recreation Center 2100 East 3rd Street		
327	Fire Station # 33 9409 Bluegrass Drive	356	Casey Elementary School 9400 Texas Oaks Drive	404	Blazier Elementary School - NEW 8601 Vertex Boulevard	440	Heights Assembly of God Church 3314 Burleson Rd		
328	Renaissance Retirement Center 11279 Taylor Draper Lane	358	Boone Elementary School 8101 Croftwood Drive	405	Travis County Precinct 4 Road and Bridge Office 5412 Lockhart Highway 183 South	441	St. John's Lutheran Church 409 West Ben White Boulevard		
330	Combined @ 364 Valley View Elem. School 1201 South Capital of Texas Highway	359	Hudson Bend Middle School 15600 Lariat Trail	406	St. Alban's Episcopal Church 11819 IH-35 South	442	Dawson Elementary School 3001 South 1st Street		
331	Kathy Caraway Elementary School 11104 Oak View Drive (Enter off Carlwood)	360	Bowie High School 4103 West Slaughter Lane	407	South Rural Community Center 3518 South FM 973	443	Mendez Middle School 5106 Village Square Drive		
332	Zilker Elementary School 1900 Bluebonnet Lane	361	West Rural Community Center 8656-A Highway 71 West	409	Galindo Elementary School 3800 South 2nd Street	444	Austin City Hall 301 West 2nd Street, 1st Floor		
333	Canyon Creek Elementary School 10210 Ember Glen Drive	362	Will Hampton Branch Public Library 5125 Convict Hill Road	410	Science & Health Resource Center 305 North Bluff Drive (Formerly Pleasant Hill Elementary)	445	Travis County Courthouse 1000 Guadalupe Street, 1st Floor		
334	Pickfair Community Center 10904 Pickfair Drive	363	Shepherd of the Hills Presbyterian Church 5226 West William Cannon Drive	411	Akins High School 10701 South 1st Street	446	St. Elmo Elementary School 600 West St. Elmo Road		
335	Canyon Vista Middle School 8455 Spicewood Springs Road	364	Valley View Elementary School 1201 South Capital of Texas Highway	412	Combined @ 454 Joslin Elementary School 4500 Manchaca Road	447	Odom Elementary School 1010 Turtle Creek Boulevard		
336	Hallmark Baptist Church 9023 Old Lampasas Trail	366	Mills Elementary School 6201 Davis Lane	413	Combined @ 406 St. Alban's Episcopal Church 11819 IH-35 South	448	Langford Elementary School 2206 Blue Meadow Drive		
337	Lakewood Homeowner's Association 7317 Lakewood Drive	367	Combined @ 304 Kiker Elementary School 5913 La Crosse Avenue	420	Pleasant Hill Apartments 2501 Anken Drive	450	Dove Springs Recreation Center 5801 Ainez Drive		
338	Travis County WCID #18 1502 San Juan Drive	370	Round Mountain Community Center 14340 Round Mountain Road (Leander)	421	Congress Avenue Baptist Church 1511 South Congress Avenue	451	Bedichek Middle School 6800 Bill Hughes Road		
339	Western Hills Church of Christ 6211 Parkwood Drive	371	Lago Vista High School 8039 Bar-K Ranch Road	422	Fulmore Middle School 201 East Mary Street	452	Houston Elementary School 5409 Ponciana Drive		
342	Barton Hills Elementary School 2108 Barton Hills Drive	372	Northwest Rural Community Center 18649 FM 1431, Suite 6A	423	Montopolis Recreation Center 1200 Montopolis Drive	454	Joslin Elementary School 4500 Manchaca Road		
343	Combined @ 333 Canyon Creek Elem. School 10210 Ember Glen Drive	373	Rolling Hills Community Church 6201 Lohman Ford Road	424	South Austin Recreation Center 1100 Cumberland Road	455	Cunningham Elementary School 2200 Berkeley Avenue		
345	Bridge Point Elementary School 6401 Cedar Street	374	Deer Creek Elementary School 2420 Zeppelin Drive	426	Govalle Elementary School 3601 Govalle Avenue	458	Mockingbird Post Office 7310 Manchaca Road		
346	Serene Hills Elementary School 3301 Serene Hills Drive (Lakeway)	375	Volente Firehouse & City Hall 15406 FM 2769	427	Allan Elementary School 4900 Gonzales Street	460	ACC South Austin Campus 1820 West Stassney Lane		

Agenda Item No. _____

32

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: September 15, 2009

- I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)
B. Requested Text:

SB for DD

Discuss and take action on items associated with the 2009 Travis County Combined Charities Campaign including the approval of the fiscal agent agreement.

Approved by: _____
Signature of Commissioner or Judge

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

09 SEP - 9 AM 9:24
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN 2009 FISCAL AGENT AGREEMENT

This document is based on the premise that the Travis County Combined Charities Campaign ("TCCCC") is owned by Travis County and its employees, and that every federation/fund admitted by the County has a right to participate in the workplace campaign on a fair and equitable basis.

The fiscal agent, Austin Community Foundation, agrees to manage the receipts of the campaign in compliance with the National Alliance for Choice in Giving 'Standards of Conduct.' The fiscal agent will in no way intentionally use its role as fiscal agent to assert its interests over the interests of other charitable organizations participating in the campaign.

1. Role and Duties of Fiscal Agent

- A. Serve as the fiscal agent for the 2009 Travis County Combined Charities Campaign.
- B. Provide Travis County employees, Travis County administration, and participating federations and funds with assurance of timely, accurate, and cost effective delivery of employee contributions to designated federations.
- C. Process employee pledge forms. The following procedures will be observed:
 - 1. The fiscal agent will be provided all collected and completed campaign report envelopes, including pledge forms, cash, and checks, on a weekly basis throughout the campaign.
 - 2. The fiscal agent will safeguard all monies received by it. Any losses shall be reimbursed by the fiscal agent.
- D. Process cash and checks within five business days of receipt at the fiscal agent headquarters.
- E. Generate and distribute the following reports to applicable federations/funds by February 15, 2010:
 - 1. A designation report.
 - 2. An acknowledgement report.
- F. Distribute cash and check contributions to the applicable federations/funds by February 15, 2010.
- G. Distribute all payroll deduction contributions to applicable federations and funds as collected from the County on a quarterly basis, beginning in the month of May, 2010. Each federation or fund might not receive the full amount of designations due to uncollectible pledges.
- H. Distribution of campaign proceeds to applicable federations will include all designated and undesignated contributions to each federation or fund and its member organizations. Undesignated contributions are shared on a

pro-rata basis between all participating federations and funds based on the amount of designations per federation or fund.

- I. Provide to the TCCCC, an itemized accounting associated with the 2009 Travis County Combined Charities Campaign. Copies of all receipts will be available upon TCCCC's request and will be available to the participating federations upon request.
- J. Provide to Travis County, upon request, access to the employee payroll deduction campaign pledge forms. The fiscal agent must keep the pledge forms and all financial records relating to the distribution of contributions for at least three years.

2. Campaign Management Responsibilities

- A. The Campaign Manager is responsible for campaign development and implementation in cooperation with the County, and for conducting the campaign, in consultation with the participating federations and funds.
- B. The Campaign Manager shall establish a fair and equitable speaker bureau that will afford speaking opportunities to all federations and funds on a schedule to be agreed upon by the participating federations/funds.
- C. The Campaign Manager will provide all participating federations and charities with fair and impartial representation to County employees.

3. Fairness and Equity

The Campaign Manager and participating federations/funds ensure that all campaign activities are conducted fairly and equitably to promote unified solicitation on behalf of all participants.

4. Cost and Compensation of the Fiscal Agent

- A. The fiscal agent shall be paid at the rate of one percent (1%) of the gross contributions for the back room processing of contributions, (e.g., supplies, postage, reporting and processing of pledge forms and distribution checks).
- B. Administrative costs, including the cost of materials, will be shared pro-rata by all participating federations and funds based on the amount of designations per federation/fund and will be withheld from the February 2010 cash and check distribution of campaign designations and from the first payroll deduction distribution if needed.

5. Term of Agreement

This Agreement will be effective beginning October 1, 2009 and will continue through the final distribution of the 2009 campaign contributions.

The fiscal agent and the TCCCC shall commence performance of their respective obligations set forth herein upon execution of this Agreement

FISCAL AGENT:

for Austin Community Foundation

Date

for Travis County Combined Charities

Date

Agenda Item No. _____

33

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: September 15, 2009

- I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)

SB for DD

- B. Requested Text:

Approve the reclassification of election temporary payroll slots from the Election Special Revenue Fund (056) to the General Fund (001)

Approved by: _____
Signature of Commissioner or Judge

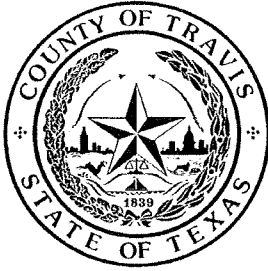
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
SEE ATTACHED
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda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

Planning and Budget Office (49726)
County Auditor (49125)
Human Resources Management Department (49165)
County Attorney's Office (49415)

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

09 SEP - 9 AM 9:24

RECEIVED
COUNTY JUDGE'S OFFICE



DANA DeBEAUVOIR
Travis County Clerk

(512) 854-9188
P. O. Box 149325, Austin, TX 78714-9325
5501 Airport Boulevard, Austin, Texas 78751-1410
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)
1000 Guadalupe, Austin, Texas 78701-2328
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)
www.co.travis.tx.us

September 8, 2009

TO: Travis County Commissioners Court
FROM: Dana DeBeauvoir
CC: Leroy Nellis and Randy Lott, Planning and Budget Office
Charles Vaughn and Nicki Riley, County Auditor
RE: Temporary Election Workers

We are requesting that the Commissioners Court approve moving 806 temporary election employees from the Special Revenue Election Fund (056) to the General Fund. This change will not result in an increase to the Elections Division personnel and benefits budget in the General Fund. Rather, this change will result in the fund designation for all election workers to be the General Fund, but the budget associated with third party elections will remain in the Elections Fund. This change is necessary because any of the approximately 2,500 election workers could work in Travis County and/or third party elections. The Planning and Budget Office and County Auditor both support this recommendation.

We plan to use the County Clerk's salary budget in the General Fund to cover the costs of these employees until the Elections Fund receives the monies from third parties to cover these costs, at which time these costs will be reclassified to the Elections Fund. This expenditure reclassification will be supported through timely billings by our office and appropriate support to the Auditor's Office. We believe the Elections Fund will be able to fully cover these costs by fiscal year end; however, we want to disclose this risk, a risk which exists under the current process.

Background

When the County Clerk's Office began entering into contracts with other governmental entities to deliver election services, it was originally thought that the best place to slot these 806 temporary election employees was in the Elections Fund. The Elections Fund was set up to manage expenditures for those elections that usually occur once or twice a year and are held exclusively for outside entities (e.g., a City of Austin election).

According to Election Code 31.100(b) only actual expenses directly attributable to an election services contract may be paid from the Election Fund. This requested change is needed since any of the approximately 2,500 election workers could work on Travis County and/or third party elections, therefore, the pay of a temporary election worker may come from the General Fund for one election and from the Elections Fund for the next. Therefore, we do not know which election workers' time should be allocated to the Elections Fund at the time of the County's annual budget process. In addition, the Elections Fund bills on a reimbursement basis; therefore, money may not be available in the Elections fund to cover the costs of payroll when incurred.

Please let us know if you require any additional information. Thank you.

36

#

Travis County Commissioners Court Agenda Request

Voting Session: September 15, 2009 Work Session _____
(Date) (Date)

- A. Request made by: **Nelda Wells Spears, Tax Assessor Collector**
B. Phone: **854-9343**
C. Signature of Elected Official/Appointed Official/Executive
Manager/County Attorney

D. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO
AUTHORIZE THE PRINT SHOP TO PROCESS APPROXIMATELY
325,000 INSERTS FOR THE 2009 TAXPAYER NEWSLETTERS

by: _____

Signature of Commissioner(s) or County Judge

I. A. Backup memorandum and exhibits should be attached and submitted
with this

II. Agenda Request (Original and eight copies of agenda request and
backup).

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

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

_____ Grant

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

If you cannot pay taxes in full, pay as much as possible by 2/1/10 and contact us for a payment arrangement.

Q & A

How to save for next year's taxes

Topic: prepayment of property taxes

Q1: I just paid off my mortgage and would like to save for next year's tax payment. Does the tax office escrow for next year?

A1: Yes, we will draft from a savings or checking account once monthly to help you save for next year's taxes. See details online at www.traviscountytax.org. Select Payment Options in the Property menu. Or, call us.

Q & A

House BILL 3613

Topic: New Disabled Veteran Exemption

Q1: What is the new law and who qualifies?

A1: HB 3613 allows a complete exemption from all property taxes for qualified disabled veterans. Those who are 100% disabled or unemployable as determined by the US Department of Veterans Affairs may apply for the exemption. Find the application online at www.traviscountytax.org

Q & A

what to do if you cannot pay taxes

Topics: payment plan, penalties

Q1: What should I do if I can't pay taxes?

A1: Pay as much as possible before 2/2/10 and contact the tax office for a payment plan.

Q2: What do I need for a payment plan?

A2: You will need the property account number, the name and daytime telephone number of the person making payments and a proposed schedule of payment.

Q3: What is the penalty for late payment?

A3: On February 2, 2010, 6% penalty and 1% interest accrue on the unpaid balance. Penalty and interest increase each month and total 18% in July, 24% after one year.

Q4: What happens if taxes remain unpaid?

A4: Owners of unpaid accounts receive delinquent tax notices. In failing to pay taxes, owners risk costly lawsuits and foreclosure.

send us your email address!

When you detach the payment coupon (used to mail in with your check) notice the lower left line which allows you to enter an email address. If provided, your account will show the email address for future correspondence.

2009 / 2010

travis County taxpayer news

Contact US:

- Online at www.traviscountytax.org
- By telephone at (512) 854 9473
- In person Monday – Friday at the following locations:
 - 7:30 am – 5:30 pm **CENTRAL** at 5501 Airport Blvd., 78751 between 53 1/2 & Koenig Drive thru service
 - 8 am – 5 pm **EAST** at 4705 Heflin Ln., near Springdale & MLK Drive thru service
 - 8 am – 5 pm **NORTH** in Pflugerville at 15822 Foothill Farms Loop, off 1825 Drive thru service
 - 8 am – 5 pm **WEST** in Oak Hill at 8656 Highway 71, 1 mile west of the V, Bldg B Suite 200
 - 8 am – 5 pm **SOUTH** near ABIA at 4011 McKinney Falls Pkwy Drive thru service
- By mail: Nelda Wells Spears
P O Box 149328 / Austin, TX
78714-9328

KEEP THIS FOR FUTURE REFERENCE!

How to save on property taxes

Topic: Exemptions equal lower taxes

Q1: Who can get a homestead exemption?

A1: If you own and live in the home on January 1 of the tax year you qualify to apply.

Q2: How can I confirm my exemption?

A2: Confirm by checking box #6 on your tax bill for the letter "H". If you are a senior or disabled taxpayer, it will show "S" or "D".

Q3: How do I apply for an exemption?

A3: Contact us if you need a form or download it at www.traviscountytx.org

Q4: Where do I file the exemption?

A4: File exemptions at the Travis Central Appraisal District www.traviscountytx.org

Q5: Is there a charge to file?

A5: No, there is no charge to file. Beware of letters from private businesses offering to file the application for a fee.

Q & A

payment Due Date

Topic: payment deadline

Q1: When are taxes due?

A1: Since January 31 falls on a Sunday, the deadline is automatically extended to February 1, 2010. All payments showing a February 1 or earlier postmark will be considered timely upon receipt.

Q & A

senior & disabled property owners

Topics: More exemptions, quarterly payment plan, tax deferral

Q1: What is the over-65 / disabled exemption?

A1: Just like the residence homestead exemption, it lowers the tax amount due and can only be applied where you live. Check box # 6 on your tax bill for either letter S or D to confirm this exemption.

Q2: When can I apply for an over-65 exemption?

A2: Apply as soon as you reach age 65.

Q3: I am disabled. How do I apply?

A3: The disability exemption is based on federal guidelines. Contact Travis Central Appraisal District for details.

Q4: What payment options are available? **A4:** Seniors and disabled persons may pay taxes on their HOMESTEAD in 4 equal installments due at the end of January, March, May and July. To enroll, send a Letter of Intent with 1/4 payment by February 1, 2010.

• Download the Letter of Intent at www.traviscountytx.org.

Q5: Is there an option to defer taxes? **A5:** Yes, for HOMESTEAD only, seniors and disabled taxpayers may defer taxes to be paid at a future date, at a reduced rate of 8% per year, as compared to 24% per year. Contact the tax office for details.

Q & A

How to make a tax payment

Topics: Payment by mail, by telephone, online, in person and drop box

Q1: How do I send a payment by mail?

A1: Tear off the bottom portion of the tax bill, the payment coupon, and mail it in the green envelope with your check, cashier's check or money order. Do not mail cash or credit card information.

Q2: How do I pay by telephone?

A2: Call (512) 854 9473 from 7:30 am to 5:30 pm weekdays with your credit card. See additional credit card details below.

Q3: How do I make a payment online?

A3: Access www.traviscountytx.org and select "Pay Taxes" from the Property menu. Follow the prompts to access your account. Use a credit card or electronic check. See details below for credit cards.

Q4: How do I make a payment in person?

A4: Visit any of the 5 tax office locations listed on the front of this brochure. Cash payment can only be made in person.

Q5: Is there a drop box for payments?

A5: Yes, deposit a personal or cashier's check, or money order ONLY in the red drop boxes at 5501 Airport Boulevard.

Q6: What credit cards can I use?

A6: Pay with American Express, VISA, MasterCard and Discover. There is a 3% convenience fee collected by the vendor. The maximum charge for e-check is \$40.

Travis County Commissioners Court Agenda Request

Voting Session 09/15/09
(Date)

Working Session _____
(Date)

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding charges for STAR Flight services rendered to Dustin Grijalva (Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. 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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP - 8 PM 12-06

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.

38 ✓

Travis County Commissioners Court Agenda Request

Voting Session 09/15/09
(Date)

Working Session _____
(Date)

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive
Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding charges for STAR Flight services rendered to Betty Manriquez (Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. 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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP -4 AM 8:26

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.

39

Travis County Commissioners Court Agenda Request

Voting Session 09/15/09
(Date)

Working Session _____
(Date)

I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone: **854-5864**

Signature of Elected Official/Appointed Official/Executive
Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding charges for STAR Flight services rendered to Cory Rowland (Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. 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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP -4 AM 8:00

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 Agenda RequestVoting Session: September 15, 2009
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on acquisition of approximately 260.4 acres of land owned by New Life International in connection with the Balcones Canyonlands Conservation Plan and take appropriate action. (Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: _____

Karen Huber, Commissioner Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

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

John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Rose Farmer	854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

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

_____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)X Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGES OFFICE
09 SEP 10 AM 11:15

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 15, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on results of monitoring review by The Texas Department of Housing and Community Affairs.

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure


AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
SEP 10 11:28 AM '09

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: September 15, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager 

SUBJECT: Texas Department of Housing and Community Affairs ("TDHCA")
Monitoring Report of Desk Review on HOME Contract # 1000938

Summary and Background Information:

Texas Department of Housing and Community Affairs ("TDHCA") initiated a monitoring review of the Home-buyer Assistance contract in July, 2009. TDHCA conducted an in-depth review of sixteen files. For each file, a family purchased a home with assistance of two 5-year, forgivable loans that total \$8,325. The two loans were from the HOME contract (\$7,500) and from the Corporation (\$825).

TDHCA disallowed three files because, according to TDHCA: One file did not meet the definition of a first-time homebuyer, and two files had incomes that exceeded the 80% of Area Median Family Income ("AMFI") income limit for the household size.

The Corporation must reimburse the Department the questioned costs in the amount of \$22,500 or submit documentation to the Department that provides evidence that the three homebuyers are eligible for assistance under the contract. TDHCA's deadline is September 21, 2009.

Each homebuyer was approved by our consultant, CJ Jopling. She prepared a detail response to each issue raised by TDHCA. Her responses were delivered to the state less than two weeks ago. TDHCA has not replied to Ms Jopling's response.

In my opinion, the state may allow two of the three files being questioned.

We request Board approval to reimburse the Department up to \$22,500 by September 21, 2009. Any unresolved audit findings or outstanding repayment of federal funds not cleared by the deadline (Sept. 21st) will result in the suspension of all contracts associated with the Corporation.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager

Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst



RECEIVED

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

09 AUG 21 AM 10:34
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS
C. Kent Conine, *Chair*
Gloria Ray, *Vice Chair*
Leslie Bingham Escareño
Tomas Cardenas, P.E.
Thomas H. Gann
Juan S. Muñoz, Ph.D.

August 19, 2009

The Honorable Samuel Biscoe
County Judge, Travis County
P.O. Box 1748
Austin, TX 78767

RE: Monitoring Report of *Desk* Review Conducted August 18, 2009
HOME HBA Contract No. 1000938

Dear Judge Biscoe:

The Texas Department of Housing and Community Affairs (the Department) conducted a monitoring review of the above mentioned contract. The goal of the review was to provide reasonable but not absolute assurance regarding compliance with federal and state requirements and program objectives.

To achieve this goal, a sample of activities were randomly selected and tested. The attached report details the findings of non-compliance identified during the review and required corrective action. Please provide all requested documentation no later than **September 21, 2009**.

Title 10 Texas Administrative Code §1.3(c) states that a contract administrator is not eligible to receive funds, a new contract, loan, or allocation of low-income housing tax credits from the Department until any unresolved audit finding or questioned or disallowed cost is resolved. In accordance with this section, any unresolved audit findings or outstanding repayment of federal funds not cleared by the corrective action deadline will result in the suspension of ALL contracts associated with Travis County Housing Finance Corporation.

The Department wishes to express our appreciation for the cooperation of your staff in facilitating this review. If you have any questions or concerns regarding this review, please feel free to contact me or Robin Aldridge at (512) 797-6531 or via email at robin.aldridge@tdhca.state.tx.us.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lucy Treviño".

Lucy Treviño, CPA

Manager, Contract Monitoring

Enclosure

cc: Jeannie Arellano, HOME Division Director
Harvey Davis, Program Administrator
HOME Contract File

221 EAST 11TH • P. O. BOX 13941 • AUSTIN, TEXAS 78711-3941 • (800) 525-0657 • (512) 475-3800

MONITORING REPORT

☐ **Finding 1: Ensure Households Meet the First-Time Homebuyer Status**

Based on documentation reviewed for Activity #30266, the participant does not meet the definition of a first-time homebuyer. Although the participant signed a Certification of First-Time Homebuyer Status form (TDHCA Form 14.34), it is indicated on the participant's divorce decree that she owned a home in 2008. Additionally, the participant works, is not underemployed, and has no minor children in the household. Thus, the participant does not meet the definition of a displaced homemaker or a single parent.

The HOME Final Rule states:

§ 92.2 Definitions

First-time homebuyer means an individual and his or her spouse who have not owned a home during the three-year period prior to purchase of a home with assistance under the American Dream Downpayment Initiative (ADDI) described in subpart M of this part. The term first-time homebuyer also includes an individual who is a displaced homemaker or single parent, as those terms are defined in this section.

Displaced homemaker means an individual who:

- 1. Is an adult;*
- 2. Has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and*
- 3. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.*

Single parent means an individual who:

- 1. Is unmarried or legally separated from a spouse; and*
- 2. Has one or more minor children of whom the individual has custody or joint custody, or is pregnant.*

Without verifying first-time homebuyer status, there is no assurance that eligible households receive assistance.

Required Action:

Travis County Housing Finance Corporation (Travis County HFC) must reimburse the Department questioned costs in the amount of \$7,500 resulting from assisting a household that does not meet the definition of a first-time homebuyer (Activity #30266) or submit documentation to the Department that provides evidence that the household is actually eligible for assistance under HOME HBA Contract #1000938.

☐ **Finding 2: Ensure Households Are Income Eligible**

Two (2) of 16 households reviewed have incomes that exceed the 80% of AMFI income limit for the household size. Specifically, household income reported on the Household Income Certification (HIC) was calculated incorrectly for Activities #29850 and #30141 by dividing the

sum of six (6) bi-weekly payments by three (3) and multiplying by 12 months. To accurately calculate the income, an average of the bi-weekly payments should have been taken and multiplied by 26 pay periods. The results are shown below.

- Activity #29850

The household has income of \$40,641, which is over the income limit of \$39,850 for a one person household at 80% of AMFI for Travis County. The income reported on the HIC was calculated income incorrectly at \$37,622. Therefore, the down payment assistance provided by TDHCA of \$7,500 is questioned.

- Activity #30141

The household has income of \$47,571, which is over the income limit of \$45,500 for a two person household at 80% of AMFI for Travis County. The income reported on the HIC was calculated income incorrectly at \$43,136. Therefore, the down payment assistance provided by TDHCA of \$7,500 is questioned.

The HOME Final Rule states:

§ 92.2 Definitions

Low-income families means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

§ 92.217 Income Targeting: Homeownership

Each participating jurisdiction must invest HOME funds made available during a fiscal year so that with respect to homeownership assistance, 100 percent of these funds are invested in dwelling units that are occupied by households that qualify as low-income families.

Without accurate income calculations, there is no assurance that eligible households receive assistance. Thus, these households are over the income limit and not eligible for assistance.

Required Action:

Travis County HFC must reimburse the Department questioned costs in the amount of \$15,000 resulting from assisting two (2) ineligible households (Activities #29850 and #30141) or submit documentation to the Department that provides evidence that the households are actually within the income limits in accordance with HOME program rules and regulations.

General Observations:

During the case file review of HBA Contract 1000938, Department staff noted the following item of concern which do not require corrective action submitted to the Department. Travis County HFC should develop procedures to ensure this concern is corrected in the future:

- *Ensure Household Income is Calculated in Accordance with Program Rules.* Income was calculated incorrectly for eleven (11) of the sixteen (16) households tested, but the households are still income eligible.

1. Several bi-weekly pay amounts were divided by three (3) and multiplied by 12 months for seven (7) of the 11 activities: #29777, #30115, #30187, #30197, #30219, #30376, and #30390.
2. Income was calculated using an incorrect number of periods or bonuses from prior years for five (5) of the 11 activities: #29312, #29777, #29917, #30027, and #30060.

In the future, Travis County HFC must ensure household income is calculated in accordance with Department of Housing and Urban Development's (HUD) rules and regulations.

- *Ensure Completion of Required Forms.* The dates of birth of all household members were not listed on the Intake Application or the HIC as required for Activities #30219 and #30266. Also, TDHCA Final Inspection Forms (Form 11.03) were either incomplete or not submitted for Activities #30367 and #30390. In the future, the Travis County HFC must ensure that the required forms are used. Additional documentation may be used to supplement Department forms.

Monitoring Scope:

To determine if HOME HBA funds were used to assist eligible households; and whether those funds were expended in accordance with applicable federal and state regulations and contractual requirements, Department staff conducted the following steps:

- An in-depth review of the following sixteen (16) activity files:
 - 29312-18104 Belfry Pass
 - 29777-21002 Secretariat Ridge
 - 29850-13707 Lothian Drive
 - 29917-4511 Acers Lane
 - 30027-17417 Casa Piedra Place
 - 30060-1422 Saint Leger Street
 - 30115-13730 Lampting Street
 - 30141-13508 Marie Lane
 - 30187-802 Craters of the Moon
 - 30197-11816 Plains Valley
 - 30217-521 N. Cascades Ave #2
 - 30219-12829 Doorbell
 - 30266-501 N. Cascades Ave #1
 - 30268-4625 Best Way
 - 30367-17100 Copperhead Drive
 - 30390-1913 Golden Sunrise
- A review of the HOME contract and the contract's Performance Statement to determine if the property locations are in the service area that may be assisted and that households assisted have income that is at or below the area median family income limits allowed under the contract.
- A review of TDHCA Form 11.05 (Homeowner Certification and Agreement to Participate) to ensure that the applicant has agreed to the type of assistance received and agrees to comply with all program requirements.

- A review of TDHCA Form 11.03 (Final Inspection) to ensure a final inspection was conducted certifying the construction activity has been completed and the property meets or exceeds the minimum construction standards, specifications and codes.
- A review of TDHCA Form 14.34 (Certification of First-Time Homebuyer Status).
- A review of the Homebuyer Counseling Training Certificate.