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TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: October 20, 2009

Work Session: _____

(Sign) _____

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

B. Requested Text:

RECEIVE PUBLIC COMMENTS AND CONSIDER AND TAKE APPROPRIATE ACTION 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 OCT 12 PM 4:11

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

September 21, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Receive comments regarding fee proposals by the Transportation and Natural Resources Department

Proposed Motion: 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.

Summary and Staff Recommendations: The existing Storm Water Management Program (SWMP), Development Review Program, and On-Site Wastewater Program deliver quality service to County citizens and the regulated community. Our programs work in concert to help ensure land development activities reduce water pollution so that Travis County streams and lakes maintain desirable water quality. Development reviews also ensure applications address regulations that maintain the high quality of life residents of the County expect, such as adequate streets, drainage, traffic safety, and avoidance of construction in flood-prone areas. However, these services are provided at a substantial cost of staff time and operating funds. The SWMP requirements were established by the Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency. The program requirements of Travis County are an unfunded mandate from the state and federal governments. In response to these resource demands, TNR proposes to establish new and increased fees that would bring new revenue to Travis County.

The fee proposals include:

1. An increase in Development Review fees by 10% increase to achieve better cost recovery for the Development Review Program and an additional increase in these fees to fund TNR's existing SWMP review functions.
2. A new General Drainage Fee is proposed that would be assessed on select owners of real property in unincorporated Travis County. This proposal recognizes that over 60% of SWMP program costs are unassociated with development and permitted activities.

3. A new Storm Water Maintenance Fee is proposed, to ensure structural controls (such as detention ponds) required of subdivision and commercial development are properly maintained and routinely inspected.
4. An increase of 10% in On-Site Wastewater fees coupled with fee schedule re-structuring and the addition of new fees to ensure better cost recovery.

A summary of the specific fee revisions is included as Attachment 1.

Background: TNR and Travis County expects incoming general fund revenue from property tax collections to decline in FY 2010 and 2011, due to the nationwide economic downturn. TNR has reduced its operating budget and frozen vacant staff positions. At the same time, TNR has examined its potential to collect revenue from persons who receive services. TNR recommends that property tax subsidies to persons who seek on-site wastewater permits, development permits, and storm water management services should be reduced or eliminated. As an example of the current subsidy, the cost recovery of services for storm water management is zero because there are no fees for these public services. Other cost recovery information is found in Attachment 1. It is notable that development review fees have not increased since 2004, when a 5 % increase was approved for development permits and a new fee structure was approved to address the cost of subdivision review in the Single Office with the City of Austin. On-site wastewater fees have remained stagnant since the mid-1990s.

The scope of today's proposal includes fee increases for all application types throughout the unincorporated areas of Travis County including all Extra-Territorial Jurisdictions (ETJs). There is one exception to this scope. Because state requirements under HB 1445 (TX Legislature, 2001) led to Travis County and the City of Austin establishing a Single Office Review, a select set of applications (for residential subdivision development proposals in the Austin ETJ) are not proposed for fee increases.

Issues & Opportunities: Without the establishment of a program-specific fee, Travis County SWMP staff and operating costs would continue to come from general revenue, rather than fee revenue. Without an additional 10% increase in Development Review fees, existing program costs and services will continue to greatly outstrip incoming fee revenue from applicants. Additionally, it is expected that the program requirements and costs will continue to grow in the near term future. The ability to obtain revenue to implement the SWMP gives Travis County the opportunity to devote specific resources and focus on water pollution controls. Over time, implementation will achieve more responsible stewardship when land use is converted from natural, pre-existing conditions to urbanized uses.

Fiscal & Budgetary Impacts: The four fee proposals would provide Travis County additional revenue. Development-related fee increases would provide annual revenue of an estimated \$329,000 in a typical year, if both the SWMP and 10% proposals are approved. Atypical years like FY2010 would generate significantly less when development activity is lower. The General Drainage Fee proposal would bring annual revenue through a broad and predictable mechanism, at the target amount decided upon by the Court. The Storm Water Maintenance Fee would initially provide little revenue, but is estimated to increase to \$84,000 by FY 2013. Owners responsible for payment of these fees would bring in stable and growing revenue over time to support services provided. Finally, the On-Site Wastewater fee increases and revisions would bring additional revenue of \$75,000 in a typical year.

Required Authorizations:

Planning & Budget Office

County Attorney's Office

Blain Keith, Jr., County Auditor's Office

cc: Anna Bowlin, Development Services Div. Dir.
Stacey Scheffel, Development Services Program Mgr.
Jon A. White, NREQ Division Dir.
Thomas Weber, Environmental Quality Program Mgr.
Dave Fowler, Storm Water Project Manager

ATTACHMENT 1 SUMMARY OF FEE PROPOSALS

I Development Review Fees

Introduction

Development Services Division in TNR receives and processes permit and plat applications. Following administrative and technical review, either a permit is issued or denied. Applications are considered based upon the requirements and constraints of state law, Travis County Code, and the adopted policies of the Commissioner's Court. A substantial amount of TNR resources accomplish this task.

This proposal is an increase of existing fees that are assessed on those in the regulated community subject to TNR permits and plat requirements, requiring the services and oversight of both the SWMP staff and the Development Review staff. It is emphasized that these fee proposals represent the existing costs of Travis County SWMP and Development Review programs and does not identify or request increased staffing and operational funding.

Scope of Fee Increases

The scope of today's proposal includes fee increases for all application types throughout the unincorporated areas of Travis County including Extra-Territorial Jurisdictions (ETJs). There is one exception to this scope. Because state requirements under HB 1445 (TX Legislature, 2001) led to Travis County and the City of Austin establishing a Single Office Review, a select set of applications (for residential subdivision development proposals in the Austin ETJ) are not proposed for fee increases.

- Outside the Austin ETJ, subdivision proposals (preliminary plans, short and long form final plats, and construction plans) would be increased.
- In all of unincorporated Travis County, including the Austin ETJ, fees for development permits (single family residential A & B, non-residential A & B, utility, and driveway permits) would also be increased.
- In all of unincorporated Travis County, including the Austin ETJ, an increase of 10% in On-Site Wastewater fees coupled with fee schedule re-structuring and the addition of new fees will apply.

Existing Cost Recovery

TNR recommends that property tax subsidies to persons who seek on-site wastewater permits, development permits, and storm water management services should be reduced or eliminated. As examples of the current subsidy:

- Cost recovery of services for storm water management is zero because there are no fees for these public services.
- Cost recovery of development services provided to applicants ranges from 6 to 41% for development permit reviews and 28 to 77% for the series of platting applications reviewed.
- Cost recovery for on-site wastewater services ranges from 0 to 82%.

These ranges take into account the variety of permits and reviews undertaken. Cost recovery also has lagged services provided because development review fees have not increased since 2004,

when a when a 5 % increase was approved for development permits and a new fee structure was approved to address the cost of subdivision review in the Single Office with the City of Austin. On-site wastewater fees have remained stagnant since the mid-1990s.

Changes to the Fee Schedule for Development Applications

Table 1 below describes the fee increases that result from the combination of a 10% increase to achieve better cost recovery for the Development Review Program and an additional increase in these fees to fund TNR's existing SWMP review functions. Cost recovery by TNR rises to a range of 23 to 72% of costs for development permits and 51 to 97% for plat applications. Calculations where fees have a variable schedule are based upon the median sized application. The actual fee where there is a variable schedule will differ, based upon the proposal submitted.

TABLE 1			
Development Permit Type	Typical Existing Fee	Typical New Fee	Notes
Residential A <1 ac	\$37	\$54	
Residential A > 1 ac	\$37	\$109	
Residential B < 1 ac	\$78	\$323	
Residential B > 1 ac	\$78	\$403	
Non-Residential A & B	\$341 (\$26 + \$1.05 per \$1000 valuation)	\$594 (\$144 + \$1.50 per \$1000 valuation)	Based on median valuation of \$300,000
Utility (road cut)	\$105	\$116	
Utility (ROW cut)	\$105	\$181	
Driveway (curb/gutter)	\$40	\$54	
Driveway (rural)	\$40	\$104	
Plat Application Type			
Preliminary Plan*	\$2490 (\$250/plat <10 ac + \$32/ac)	\$4424 (\$924/plat <10 ac + \$50/ac)	Based on 80 acre plat
Final Plat (short form)*	\$2350	\$2,600	
Final Plat (long form)*	\$3114 (\$34/ac + \$44/lot)	\$3874 (\$44/ac + \$54/lot)	Based median on 23 acre and 53 lot plat
Construction Plan*	\$3068 (\$32/ac + \$44/lot)	\$5544 (\$59/ac + \$78/lot)	Based median on 23 acre and 53 lot plat
Amend/Vacated Plat*	\$720	\$792	Based on median of 2 lots

* Signifies that the fee increase for these type applications are not applicable in the City of Austin ETJ

Impacts of the Proposal on Typical Travis County Residents

These fees do not affect the typical Travis County resident nor typical property owner at all, unless a resident is purchasing a new home in the affected area of the county. Since a land developer or home builder will likely pass on permit and application fee costs to a new home buyer, it is assumed there will be a small cost increase in the price of a new home. This home price increase is estimated as \$82, based upon a typical urban-style lot of one-quarter acre in size within a subdivision with curbed and guttered streets and sewage collection. More luxurious, less affordable development with larger sized lots would experience higher cost increases.

II General Drainage Fee

A new general drainage fee is proposed that would be assessed on select owners of real property in unincorporated Travis County. A small, broad-based fee could fully fund the SWMP Program with or without Development Review fee increases. This proposal recognizes that over 60% of SWMP program costs are unassociated with development and permitted activities. Numerous SWMP requirements that Travis County must implement are not associated with specific projects and serve broader, more public purposes. To re-coup these services and expenses, an annual fee could be assessed on select owners of real property within unincorporated Travis County, including all ETJs.

Land use relates to the potential for urban storm water pollution, for instance factors like percent impervious cover or likelihood of land disturbance. Therefore, the fee alternative presented in Table 2 identifies annual fees based upon classifications of property used by TCAD. With an annual fee of no greater than \$300, up to \$900,000 could be generated. The scenario presented includes across-the-board exemptions from the fee for single family residences, duplex, farm/ranch residences, agricultural, and totally exempt land. Travis County could explore establishing collections as a part of the property tax collection, similar to what is done in Bexar County.

TABLE 2		
Property Classification (from TCAD)	Proposed Annual Fee	Revenue Yield
Commercial Inventory	\$150	\$604,050
Commercial	\$150	\$212,100
Commercial Condo	\$150	\$1,800
Commercial Details	\$150	\$33,300
Commercial (Res. Conversion)	\$150	\$11,700
Condos	\$100	\$23,700
Multi-family (4 or more)	\$100	\$2,900
4-Plex	\$40	\$3,440
Tri-Plex	\$30	\$90
Industrial	\$300	\$3,300
Utility (elec., pipeline, phone, water)	\$300	\$8,100
TOTAL		\$904,480

Impacts of the Proposal on Typical Travis County Residents

There is no direct impact from the general drainage fee on individual County residents. There is no impact upon a landowner of a residential property or agricultural property. Under this proposal, a very mild fee burden is placed upon commercial and industrial property owners.

III Storm Water Maintenance Fee

This fee would be assessed initially upon County acceptance of each permanent structural control (such as a water quality storm water pond) placed to protect surface waters from storm water runoff. The scope of these fees would include unincorporated Travis County, including all ETJs. The responsible party would apply for and receive an initial Storm Water Maintenance Permit. A fee would be assessed annually through a permit renewal process. The structural

controls would be associated with residential subdivisions and commercial site developments, but not single family residential lots. In the instance of a residential subdivision, the fee would likely be assessed on the established homeowner's association (HOA). The fee would re-coup the cost of required, periodic inspections of the controls, enforcement related tasks, and for inventorying and mapping of the control structures.

A re-inspection fee is also recommended and would be assessed after a SWMP inspection of a permanent structural control is conducted and found to be unsatisfactorily maintained. A re-inspection fee would be both an incentive for the owner of record to proactively maintain structural controls and would re-coup the cost of a County inspector needing to return to a site to verify corrective actions have been taken by a responsible party.

Table 3 shows the proposed fee schedule. These fees are modeled from another similar program in nearby Harris County, a Large MS4.

TABLE 3	
Type	Amount
New Subdivision Structures	\$300
New Commercial Structures	\$300
Annual Renewals	\$150
Re-inspection Fee	\$50
Permit Transfers	\$300

Impacts of the Proposal on Typical Travis County Residents

These fees do not affect the typical Travis County resident nor typical property owner at all, unless a resident will purchase a new home in new subdivision. A person building a home on an already developable lot will not likely be affected by these fees, because the requirements to manage urban storm water runoff through construction of a water quality pond (or similar structure) are not applicable for individual parcels of small size (less than one-half acre).

In the instance of a future residential property owner who purchases a new home in a new subdivision, these fees would typically be collected from the HOA of record. Therefore, these costs would likely be passed down through HOA fees. As examples, a typical per household cost would be \$1 per year for a 150 home subdivision with one structural control, \$2 per year for a 150 home subdivision with two structural controls, or \$6 per year for a 50 home subdivision with two structural controls. Notably, these costs per household are likely less than the cost a HOA must pay to maintain the structural control(s) in accordance with the federal and state mandates of the urban storm water management program.

IV On-Site Wastewater Fees

Travis County on-site wastewater fees have not changed since the mid 1990s. Over the years, the cost to the County to provide this service has increased. The County only recovers a small portion of its cost to provide the service. TNR is recommending re-structuring some of the fees and adding additional fees to help recover the cost of providing the service. In addition, TNR is recommending a 10% across the board increase in these fees. The fee increases were included in TNR's FY 2010 budget recommendations.

New and Restructured Fees:

Re-application fee (10%-100% of the original fee): TNR has discovered over two thousand on-site wastewater systems that are operating without licenses. This is a technical violation of State and Travis County rules for on-site wastewater systems. The vast majority of these systems did not receive a final inspection and the permits were allowed to expire. County regulations require that systems be installed, completely inspected and licensed before the one-year permit expiration date. There is a \$50 one time 30-day permit extension fee, but the applicant must pay the fee and ask for the extension prior to permit expiration. Currently, the only remedy for property owners with expired permits and operating without a license is to re-apply for the permit at full fee. TNR is recommending adding the re-application fee in order to allow these property owners to receive new permits based on the cost to produce the permit and conduct the required inspections. It is important to note that permits issued under this new fee would have to meet the current State and County requirements.

Maintenance Contracts: The County has approximately 2600 on-site wastewater systems within its jurisdiction that require maintenance contracts. While private service providers must provide the maintenance for the property owner, the County is responsible for the oversight. This includes keeping detailed records of inspections; follow up on failed inspections, ensuring the maintenance provider submits reports in a timely manner, and ensuring that property owner have an appropriate contract in place. It costs the County approximately \$16 per year for each system to provide this service. Over the 20-year average life span of a system it costs the County over \$300 per system to provide the service. In order to recover some of the County cost, TNR is recommending a \$100 surcharge to be paid at the time of application for systems that require maintenance. Williamson County charges \$200 per system at the time of permit, The Lower Colorado River Authority (LCRA) charges \$50 every two years, Bastrop County charges \$20 every year and Harris County charges \$10 per page (for an average system-\$40 per year).

Engineered Permit Fee: This fee is charged for permit applications for non-standard, professionally designed on-site wastewater systems. The current fee is \$450. TNR is recommending a 10% increase in the fee to \$495 in order to recover some of the County cost for permit review. In addition, TNR is recommending charging an extra review fee for large systems, anything over 500 gallons per day (gpd). These large systems take more staff time to review and require a higher level of review staff. TNR is recommending charging an additional fee of \$50 for each 500gpd increment above 500gpd. Because the County can only permit systems that are less than 5000gpd, the maximum fee would be \$945. Other area fees range from a low of \$400 at LCRA to a high of \$565 at Bastrop County. LCRA also has additional fees for systems over 500 gpd. The maximum possible fee at LCRA is \$760.

Standard Permit Fee: This fee is charged for permit applications for simple on-site wastewater system designs. These systems are typically designed by a property owner or installer. The current fee is \$250. TNR is recommending a 10% increase in the fee to \$275 in order to recover some of the County cost for permit review. In addition, TNR is recommending charging an extra review fee for large systems, anything over 500 gallons per day (gpd). These large systems take more staff time to review and require a higher level of review staff. TNR is recommending charging an additional fee of \$50 for each 500gpd increment above 500gpd. Because the County can only permit systems that are less than 5000gpd, the maximum fee would be \$725. Other area jurisdictions fees range from a low of \$250 at LCRA to a high of \$537 at the City of Austin. LCRA also has additional fees for systems over 500 gpd. The maximum possible fee at LCRA is \$610.

Septic Subdivision Review Fees: Most other jurisdictions incorporate their on-site wastewater subdivision review fees into their platting fees, making a comparison difficult. LCRA charges \$200 per plat plus \$15 per lot. The County's current fee is \$25 per lot for plats with four or fewer lots. For plats with more than four lots, the fee is \$100 plus and extra \$5 for each lot over four. On average, it costs the County \$413 per plat to provide the review service. Under the current fee system, the County recovers less than one-third of its cost to review. TNR is recommending that the fee be changed to \$200 per plat plus an additional \$25 for each lot over four in order to recover some of the review cost. The new fee will allow the County to recover approximately 50% of its review cost.

Table 4 describes the existing and recommended on-site wastewater fees.

TABLE 4 – ON SITE WASTEWATER FEES		
Type Proposal	Current Fee	TNR's recommendation for FY10 fee schedule
Engineered Permit up to 500 gpd	\$450	\$495
Engineered Permit over 500 gpd	\$450	\$495 + \$50 for each 500 gpd over 500 gpd
Standard Permit up to 500 gpd	\$250	\$275
Standard Permit over 500 gpd	\$250	\$275 + \$50 for each 500 gpd over 500 gpd
Engineered Adjustment	\$200	\$200
Permit Renewals	\$50	\$55
Re-application Fee	\$0	10%-100% of the original fee
Re-inspection Fee	\$60	\$66
Maintenance Contract Fee	\$0	\$100 paid at the time of application
Septic Subdivision Fee	\$25 per first 4 lots + \$5 per lot over 4	\$200 per plat + \$25 for each lot over 4 lots

Last Updated 10-15-09 at 2:31pm

#1

From: Sam Biscoe
To: Melissa Velasquez
Date: 10/15/2009 11:58 AM
Subject: Fwd: Proposed fee increase
Attachments: Travis-County-fee-increase-letter-101509.pdf

Backup for public hearing on October 20.

>>> "Brooke Bulow" <brooke@hbaaustin.com> 10/15/2009 9:04 AM >>>

Dear Judge and Commissioners,

On behalf of Harry Savio, please accept the attached letter regarding the County's new fees and proposed fee increases. We are mailing a hard copy this morning.

Thank you,

Brooke

Brooke Bulow

Vice President of Public Policy

(512) 454-5588, ext. 106

www.AustinHomeBuilders.com <<http://www.austinhomebuilders.com/>>

Building central Texas communities...one home at a time.

About the Home Builders Association (HBA) of Greater Austin

For 55 years, the HBA has served as the leading not-for-profit trade organization dedicated to residential construction and remodeling in Central Texas. With approximately 900 members, the HBA works with government, public, business and community organizations in five

counties to protect every family's right to home ownership. The HBA and its members work to ensure that those who protect us, teach our children, and provide essential services can afford to live here. The majority of new homes are purchased by middle-class families - the very people at risk of being priced out of our communities by rising taxes, government fees and regulations.

Take a tour <<http://www.phillipseventcenter.com/displaycommon.cfm?an=2>> of the HBA's Phillips Event Center <<http://www.phillipseventcenter.com/>>, a great place to have your next special event or meeting.

October 15, 2009

The Honorable Travis County Judge and Commissioners
Travis County Commissioners Court
PO Box 1748
Austin, TX 78767

Dear Judge Biscoe and County Commissioners:

After careful review, the Home Builders Association (HBA) of Greater Austin has strong concerns about the proposed changes. This letter outlines our issues and identifies solutions about the

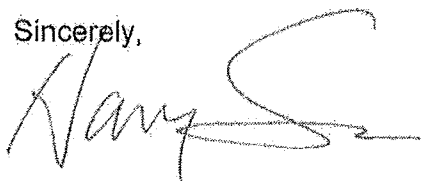
- (1) 10% increase in existing application fees
- (2) General drainage fee to cover countywide storm water program costs not directly related to development permit activities
- (3) New storm water maintenance fee to cover costs for inspecting new storm water structural controls required for new subdivisions and commercial developments

Nationally, home builders and developers are facing their worst economic crunch since the Great Depression. Even though Austin is stronger than much of the country, our members are coping with dramatic economic challenges. Simply put, there could not be a worse time to enact increased fees. Worse yet, the new storm water fees appear to be taking to the limit (and possibly beyond) the amount that the Transportation and Natural Resources (TNR) Department could possibly justify. Has there been any attempt to assess the impact these fees will have on housing affordability? In our region, for every \$1,000 the price of an entry-level home increases, more than 1,800 families are priced out of the market.

When Travis County was pushing its stormwater fee bill through the Legislature last session, there was no mention of what the cost recovery on these fees would be. No doubt, it would have been much more difficult to get consent agenda approval had the Legislature know the full economic impact.

The HBA asks that you phase in the increased fees. To absorb such dramatic changes in one swift change is difficult in the best of times. By graduating implementation, the phase in will allow Travis County to better assess revenue generation and staff requirements.

Sincerely,



Harry L. Savio, CAE
Executive Vice President

cc: Joe Gieselman, Transportation and Natural Resources Department

Executive Officers:

President
Les Peoples
President-Elect
Steve Zbranek
Immediate Past President
Gary Henley
Government Relations VP
Frank Smith
Development VP
Nicki Tyler
Education VP
Z Burcham
Operations VP
Mike Smith
Membership VP
Carol Baker
Communications VP
Mike Kolar
Executive VP
Harry Savio
Board of Directors:
Roger Arriaga
Bill Barton
David Bosco
Marshall Durrett
Harvin Galloway
Cody Jones
Tom Lynch
Eric Perkins
Lenn Reynolds
Matt Risinger
Mitch Schwartz
John Sparrow
Bill Taute
Ilen Valliant
Stricia Ansley
Robert Kleeman
Michael McCoy
Walker Molinare
Anton Reed
Idon Rude
Mark Sprague
D Steanson
Dan Steakley
Bill Sullivan
Abriel Trinidad

Travis County Commissioners Court Agenda Request

Meeting Date: October 20, 2009

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

B. Specific Agenda Language:

RECEIVE PRESENTATION OF BEST PRACTICES AWARDS FROM THE TEXAS ASSOCIATION OF COUNTIES.

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.

Travis County Tax Assessor 4-9423	Travis County TNR 4-9383
Travis County District Clerk 4-9737	

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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 13 AM 10:49

Texas Association of Counties
LEADERSHIP FOUNDATION

P.O. Box 2131
Austin, Texas 78768
phone: (512) 478-8753
toll free: (800) 456-5974

September 18, 2009

TO: Hon. Samuel T. Briscoe, Travis County Judge

FROM: Kali O'Neill, Leadership Foundation Board Secretary

SUBJECT: Presentation Materials

Congratulations to your county for having been selected for three 2009 TAC Leadership Foundation County Best Practice Awards. Your awards presentation is scheduled for October 20, 2009, during your Commissioners Court session. Hon Bruce Elfant, Travis County constable, representing the Foundation board, will make the presentation, accompanied by a TAC field services representative.

Enclosed are several items related to the event:

- A copy of the publication distributed at the TAC Annual Conference highlighting the awarded programs;
- A copy of the script our presenters will be following for the presentation (which they may embellish);
- A press release that you can provide to your local media. (An electronic version of this release is being sent to you as well.); and
- A copy of the videos highlighting your awarded programs, which you can show as part of the award presentation. We ask that you preview the videos prior to the event to ensure that everything works as it should.

Should you have questions or concerns, please contact me at
TAC: 1-800-456-5974.

Cc: Bruce Elfant, Amalia Rodriguez-Mendoza, Tina Morton, Joe Gieselman, TAC representative



PRESS RELEASE

TEXAS ASSOCIATION *of* COUNTIES

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

FOR IMMEDIATE RELEASE
October 20, 2009

CONTACT: ELNA CHRISTOPHER
512-478-8753
elnac@county.org

TRAVIS COUNTY HONORED BY TAC

Travis County is one of 13 counties around the state being honored this year by the Texas Association of Counties (TAC) Leadership Foundation for Best Practices involving innovative programs that deliver quality services and protect taxpayer dollars.

The programs were selected to receive high honors for innovation, achievement and delivery of service in the 2009 County Best Practice Awards, which recognize county initiatives that serve as a model to others and save taxpayer monies.

"People in counties across Texas are coming up with such creative solutions," said Hon. Bruce Elfant, Travis County constable, who made the presentation. "Counties have so few streams of revenue, and every good idea that can be shared is terribly important."

Travis County truly deserves praise for receiving three prestigious Best Practices awards.

The first award is for achievement in community improvement for its Parks Capital Improvement Program. The program "went beyond parks planning to 'green printing'" the selection committee said, and was the second-largest bond issuance in the nation.

The second award is for delivery of services in financial and general management for its efforts in educating struggling taxpayers about payment options. "They are being so proactive," the selection committee said, and did a really good job in using the media, and realizing that the media needed help" in explaining options to taxpayers. They made the payment process simple for taxpayers. They retrained their staff to make it positive and not negative. ... they did a good job of telling people, 'pay what you can.'

The third award is for innovation in technology for its E-issuance program, and for choosing to e-mail expunction and non-disclosure filings. By ordering electronic civil process filings, the county was able to save time and money, and track paperwork more easily.

Hon. Amalia Rodriguez-Mendoza, district clerk, Tina Morton, tax office director of information and training, and Joseph Gieselman, executive manager of the Parks and Capital Improvement Program accepted the awards for the county.

County Best Practice Script for Travis County, 10/20/2009

(Introduce yourself/selves, including title and your relationship to TAC/Leadership Foundation.)

Today, I am/we are here to honor Travis County on behalf of the Texas Association of Counties Leadership Foundation.

Travis County truly deserves praise for receiving three prestigious Best Practices awards.

The first award is for achievement in community improvement for its Parks Capital Improvement Program. The program "went beyond parks planning to 'green printing'" the selection committee said, and was the second-largest bond issuance in the nation.

The second award is for delivery of services in financial and general management for its efforts in educating struggling taxpayers about payment options. "They are being so proactive," the selection committee said, and did a really good job in using the media, and realizing that the media needed help" in explaining options to taxpayers. They made the payment process simple for taxpayers. They retrained their staff to make it positive and not negative. ... they did a good job of telling people, 'pay what you can.'

The third award is for innovation in technology for its E-issuance program, and for choosing to e-mail expunction and non-disclosure filings. By ordering electronic civil process filings, the county was able to save time and money, and track paperwork more easily.

These are significant services that certainly caught the selection committee's attention, and that's what Best Practice awards are all about.

The Best Practices awards began in 2000 to honor counties for innovation, achievement and delivery of services.

It is particularly important for winning programs to serve as models that other counties may use and to protect the use of taxpayer dollars, particularly in these tough economic times. Our taxpayers deserve the most bang for the buck, and the 2009 Best Practices winners show this can be done through creative thinking and prudent planning.

These programs are three of only 20 across the state being honored this year, the ninth year of these awards.

On behalf of TAC and its Leadership Foundation, I/we proudly present these 2009 awards for innovation to Travis County.

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Travis County Commissioners Court Agenda Request

COUNTY JUDGE'S OFFICE

Voting Session October 20, 2009

(Date)

Work Session

09 OCT 13 PM 5:21

(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:

Approve a proclamation supporting National Save for Retirement Week and declaring October 18-24, 2009, Save for Retirement Week in Travis County.

Approved by: _____

Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Travis County Deferred Compensation Oversight Committee

Voting Members		
Elliott Beck	County Attorney	854-9415
Michelle Brinkman	District Clerk	854-4744
Greg Jacobs	County Auditor	854-9125
Mary Mayes	Cash Investment Mgmt	854-9085
Norman McRee	HRMD	854-4821
Leroy Nellis	PBO	854-9066
Vick Skinner	District Attorney	854-9522
Jim Wilson	Juvenile Court	854-7059
Non-Voting Members		
Al DiCristofaro	Consultant	
Peter Einhorn	Commissioner, Pct. 2	854-9222
Dan Mansour	HRMD	854-9499
Lolly Jones	Purchasing	854-4204
Barbara Wilson	County Attorney	854-9415

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)



dated 10-15-09 at 2:31pm

Human Resources Management Department



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

October 14, 2009

Commissioners Court
P. O. Box 1478
Austin, Texas 78767

Re: Designation of the October 18-24 as Save for Retirement Week in Travis County

Dear Judge and Commissioners:

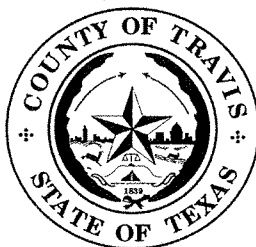
Each year in October, the National Association of Government Deferred Compensation Administrators sponsors National Save for Retirement Week. Recently, Travis County joined this organization. To support this commendable educational effort, the Deferred Compensation Committee is offering the enclosed Proclamation for your review and hopes that you will agree that supporting this effort is appropriate and will approve this proclamation.

Sincerely,

A handwritten signature in cursive script that reads "Norman McRee".

Norman McRee
Chairperson
Deferred Compensation Oversight Committee

Proclamation



WHEREAS, October 18th through 24th, 2009 has been congressionally endorsed as "National Save for Retirement Week";

WHEREAS, United States residents are living longer than ever before, the cost of retirement continues to rise and retiree health care costs continue to increase at a rapid pace;

WHEREAS, recent data from the Employee Benefit Research Institute indicate that in the United States less than 2/3 of workers or their spouses are currently saving for retirement and that the actual amount of retirement savings of workers falls far below the amount that is needed to adequately fund retirement;

WHEREAS, many employees have available to them through their employers access to defined benefit or defined contribution plans to assist them in preparing for retirement and may not be aware of retirement options and the importance of saving for retirement;

WHEREAS, many employees may not be taking advantage of workplace defined contribution plans at all or to the full extent allowed by the plans or under Federal law;

WHEREAS, National Save for Retirement Week is a special time to raise public awareness about the importance of adequate retirement savings and the availability of employer-sponsored retirement plans; educate the population about the importance of participating in employer-sponsored retirement plans; and encourage active employees and retirees to manage their retirement resources prudently; and

WHEREAS, all Travis County employees can benefit from increased awareness of the need to save for retirement and the availability of tax-advantaged retirement savings vehicles to assist them in saving for retirement.

NOW, THEREFORE, we, the Commissioners Court of Travis County, Texas, do hereby proclaim October 18th through 24th, 2009 to be

"National Save for Retirement Week"

in this community and encourage all of our residents to "Take Charge of Your Retirement!" and save for their retirement!

Signed and entered this 20th day of October, 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

4

AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: October 20, 2009
- **Requested Action:** Receive Briefing From Staff Regarding the Cell Phone Registration Program for the Emergency Notification System

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information: Technical:** Pete Baldwin, Emergency Management, 974-0472
- **Summary of Program Objective/Staff Recommendation:** Travis County participates in the Emergency Notification System (ENS) within the Capital Area Planning Council of Governments (CAPCOG). This system allows Public Safety Answering Points (PSAPS) to provide information and instructions to households regarding threats to life or property. The system is based upon the 911 database which is used by PSAPS to identify names and locations of callers. In the event of an emergency such as flooding, hazardous material spill or other life threatening events, a message can be sent to a designated geographical area informing residents of the incident and instructions on what precautions to take. Until recently, this notification tool was only available to those people with "land lines" or voice over internet protocol (VOIP) carriers that participated in the 911 database. With the recent trend of people turning to strictly cellular phone usage it became apparent that a gap existed in getting emergency information out to all residents. Recently, the ENS was upgraded to include a component where residents can register their cell phone and receive the same emergency information. The cell phone is registered to a geographical location so that any time a message is generated to that area the cell phone will be called. There is no charge to the resident for registering their cell phone and the cell phone database is restricted to use by authorized public safety personnel when sending an emergency message. Travis County pays \$2,700.00 per year to participate in the ENS and there will not be any additional costs for the cell phone upgrade. Currently, the Travis County Sheriff's Office and the Office of Emergency Management have authority to activate the system during emergencies.

Additional programmatic issues/concerns:

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COUNTY JUDGE'S OFFICE
09 OCT 15 AM 11:03



Frequently Asked Questions about the CAPCOG Emergency Notification System and the Cell Phone Registry

Question: What is the Emergency Notification System (ENS)?

Response: The Emergency Notification System (ENS) is an automated emergency notification tool which enables authorized public safety personnel in the CAPCOG region to notify citizens only in an emergency situation where property or human life is in jeopardy. ENS was implemented using a combination of Homeland Security Grant Program funds and participating local governments.

Question: Who might contact me during a disaster?

Response: The ENS system uses the 9-1-1 database and the new cell phone registry to call residents in the 10-county area only in an emergency situation where property or human life is in jeopardy. Public safety officials will contact those residents associated with a phone number in the emergent affected area.

Question: Will my cellular telephone number be kept confidential if I register it on the CAPCOG ENS Cellular Telephone Registry?

Response: Yes, only authorized public safety personnel can access the information to make an emergency notification message. No phone numbers are provided to the public.

Question: How do I register my cell phone to get emergency messages?

Response: The public may register their cellular telephone number through a web-based application by following the instructions provided at <http://wireless.capcog.org>.

Question: I have five family members in my household and each have a cell phone. Can I register all of their phone numbers at the same location?

Response: Yes, individuals can register as many phone numbers at the same location. Individuals may also register their cellular telephone number to multiple addresses such as home and work. Public safety officials will only contact residents with phone numbers assigned to the geographic area that is affected.

Question: What do I do if my house does not show on the Google[®] map when I try to register my phone?

Response: The maps are updated periodically. CAPCOG has no control over the frequency of the updates or the accuracy of the maps. If you do not see your house or building on the map, simply place the dot on the map where you think it should be.

Question: If I have problems registering my cell phone, who can I contact?

Response: You may contact the CAPCOG Homeland Security Division at (512) 916-6035.

Question: What if I lose the text message containing my PIN when I register my cell phone. How can I make changes to my account?

Response: You simply need to go through the process again. The application will replace your existing record with a new one.

Question: I've already signed up for another telephone notification system? Do I need to register again?

Response: Some local governments have implemented similar telephone notification systems that may be used for emergency and non-emergency purposes. The CAPCOG Emergency Notification System is used only to notify citizens in an emergency situation where property or human life is in jeopardy. In order to receive notifications from this system you must register at <http://wireless.capcog.org> .

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COUNTY JUDGE'S OFFICE
OCT 16 AM 9:44

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

October 20, 2009

I. A. Request made by:

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

Consider and take appropriate action regarding approval of a reimbursement resolution to permit the purchase of county vehicles and heavy equipment to proceed to be reimbursed by FY 2010 certificates of obligation.

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.

**RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED**

WHEREAS, Travis County, Texas (the "Issuer"), is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Chapter 271, Texas Local Government Code, as amended; and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition of the property listed on Exhibit A (the "Financed Property"); and

WHEREAS, the Issuer has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Property;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the Financed Property; and

WHEREAS, the Issuer reasonably expects to issue obligations to reimburse itself for the costs associated with the acquisition of the Financed Property.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition of the Financed Property from the proceeds of obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of obligations issued to reimburse the Issuer for the costs associated with the Financed Property will not exceed \$2,578,800.00.

APPROVED THIS _____ day of _____, 2009, by the Commissioners Court
of Travis County, Texas.

TRAVIS COUNTY, TEXAS

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Exhibit A

Acquisition of County vehicles and heavy equipment

6

BUDGET AMENDMENTS AND TRANSFERS**FY 2010**

COUNTY JUDGE'S OFFICE

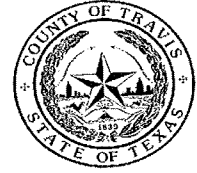
09 OCT 15 PM 1:10

10/20/2009**AMENDMENTS**

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 2,578,800	1
	001	4952	621	8020	TNR	Automobiles & Trucks	\$ 2,078,400		
	001	4952	621	8043	TNR	Yards, Grounds, Agrictrl Eq	\$ 500,400		

TRANSFERS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	1800	613	0701	Ag. Ext.	Reg.Salaries-Permnt Empl		\$ 81,854	3
	001	1800	613	2002	Ag. Ext.	FICA Tax - OASDI		\$ 23,472	
	001	1800	613	2003	Ag. Ext.	Hospitalization		\$ 30,192	
	001	1800	613	2004	Ag. Ext.	Life Insurance		\$ 317	
	001	1800	613	2005	Ag. Ext.	Retirement Contribution		\$ 15,606	
	001	1800	613	2006	Ag. Ext.	Worker's Compensation		\$ 738	
	001	1800	613	2007	Ag. Ext.	FICA Tax - Medicare		\$ 5,489	
	001	1800	613	9001	Ag. Ext.	Co. Contr. To Grants	\$ 157,668		




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: October 14, 2009

SUBJECT: Budget Adjustment Related the Purchase of FY 10 Approved Vehicles

The attached Budget Adjustment from the Allocated Reserve in the amount of \$2,578,800 is intended to purchase approved vehicles that have funding in the upcoming FY 10 Certificate of Obligation issuance.

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

The Commissioners Court is being asked to also approve the corresponding reimbursement resolution on today's agenda. A reimbursement resolution allows the County to use a non-CO fund source to initially fund a project and then to have that fund source reimbursed when the bond proceeds are received. These funds are anticipated to be replenished by June of 2010 once the proceeds from the sale of the proposed CO's have been received. PBO concurs.

cc: Joe Gieselman (TNR)
John Hille (County Attorney's Office)
Mike Joyce (TNR)
Cynthia McDonald (TNR)
Leroy Nellis (TNR)
Sean O'Neal (County Auditor's Office)
Jose Palacios (County Auditor's Office)
Rodney Rhoades (PBO)
Susan Spataro (County Auditor)

Budget Adjustment: 19016

Fyr _ Budget Type: 2010-Reg

Author: 49 - CROSBIE, SYDNIA

Created: 10/6/2009 1:42:50 PM

PBO Category: Amendment

Court Date: Tuesday, Oct 20 2009


Dept: RESERVES

Just: Other

Transfer necessary to move funds from the allocated reserves to Fleet Services to fund a

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			2,578,800
				2,578,800
To Account		Project		Amount
001-4952-621-8020	AUTOMOBILES & TRUCKS			2,078,400
001-4952-621-8043	YARDS, GROUND, AGRICTRL EQ			500,400
				2,578,800

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	10/15/2009 08:33:42 AM
DepOffice	49	CYNTHIA MCDONALD	10/15/2009 08:33:50 AM
DepOfficeTo	49	CYNTHIA MCDONALD	10/15/2009 08:33:51 AM

 Oct 15, 2009



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*
DATE: October 9, 2009
RE: HHS & VS Internal Budget Transfer for AmeriCorps Grant Cash Match

The Health and Human Services and Veterans Services has submitted a budget transfer for the AmeriCorps grant cash match. The transfer totals \$157,668 and the funding for this purpose was identified by the department during the FY 10 budget process and has been anticipated by PBO. The funds are from savings from vacant positions held open within the Texas AgriLife Extension specifically for the match. The budget transfer requires Commissioners Court approval per the budget rules since the funds are from their salary budget. The department has used the internal resources from positions held open for the match for the last several years. The Commissioners Court approved a similar transfer last year for the FY 09 match.

PBO recommends approval of the requested internal budget transfer.

cc: Sherri Fleming, Health and Human Services and Veterans Services
Robert Richter, Texas AgriLife Extension
Lillianne Goeders, Extension Agent, 4-H CAPITAL
Kathleen Haas, Health and Human Services and Veterans Services
John Bradshaw, Health and Human Services and Veterans Services
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office



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

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

DATE: October 7, 2009
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Budget adjustment for AmeriCorps grant cash match

Proposed Motion:

Consider and take appropriate action to approve transfers from salary and benefit line items in the Texas AgriLife Extension Service budget to provide the required cash match for the FY'10 AmeriCorps grant.

Summary and Staff Recommendation:

The Commissioners Court approved the FY'10 AmeriCorps grant contract for \$298,238 on 8/18/09. The grant requires a combination of cash and in-kind matches totaling \$281,606. The cash match totals \$157,668 with the remaining \$123,938 in-kind match coming from 4-H CAPITAL.

Texas AgriLife Extension is keeping slots 7, 16, 22, and 27 vacant in order to provide the \$157,668 cash match. Travis County Budget Rules require court permission to transfer money from regular salary and benefit line items.

TCHHSVS staff recommends approving these transfers.

Budgetary and Fiscal Impact:

The \$157,668 is coming from the following line items in the Texas AgriLife Extension budget:

001-1800-613-0701	\$81,854
001-1800-613-2002	\$23,472
001-1800-613-2003	\$30,192
001-1800-613-2004	\$ 317
001-1800-613-2005	\$15,606
001-1800-613-2006	\$ 738
001-1800-613-2007	\$ 5,489.

Issues and Opportunities:

The AmeriCorps grant is revenue neutral. It will not increase the General Fund budget.

Background:

FY'10 is the seventh year of the Travis County AmeriCorps program.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office

Budget Adjustment: 18991

Fyr _ Budget Type: 2010-Reg

Author: 58 - BRADSHAW, JOHN

Created: 10/2/2009 4:24:37 PM

PBO Category: Transfer

Court Date: Tuesday, Oct 20 2009

Dept: CO. AGRICULTURAL EXT SERV

Just: CommCodeRq

This is the County Contribution to Grant for the FY'10 AmeriCorps program.

From Account	Acct Desc	Project	Proj Desc	Amount
001-1800-613-0701	REG SALARIES-PERMNT EMPL			81,854
001-1800-613-2002	FICA TAX - OASDI			23,472
001-1800-613-2003	HOSPITALIZATION			30,192
001-1800-613-2004	LIFE INSURANCE			317
001-1800-613-2005	RETIREMENT CONTRIBUTION			15,606
001-1800-613-2006	WORKER'S COMPENSATION			738
001-1800-613-2007	FICA TAX - MEDICARE			5,489
				157,668
To Account		Project		Amount
001-1800-613-9001	CO. CONTR. TO GRANTS			157,668
				157,668

Approvals	Dept	Approved By	Date Approved
Originator	58	JOHN BRADSHAW	10/5/2009 4:18:35 PM
DepOffice	58	LISA SINDERMAN	10/5/2009 5:00:32 PM

6

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

Last Updated 10-15-09 at 2:31pm

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
\$6,646,035 Current Balance			

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$250,000)	Comprehensive Plan for Austin
(\$1,981,688) Total Possible Future Expenses (Earmarks)	

\$4,664,347 Remaining Allocated Reserve Balance After Possible Future Expenditures

Last Updated 10-15-09 at 2:31pm

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance

\$454,223 Current Reserve Balance

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

Amount	Explanation
(\$95,500)	Failing Vehicles
(\$95,500)	Total Possible Future Expenses (Earmarks)

\$358,723 Remaining CAR Balance After Possible Future Expenditures

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$500,000			Beginning Balance
\$500,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,092			Beginning Balance
\$43,092 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,812,685			Beginning Balance
\$43,812,685 Current Reserve Balance			

7

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 13 AM 11:12

Please consider the following item for:
10-20-09

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 Texas Department of Family and Protective Services for Health and Human Services and Veterans Services to continue program to be reimbursed for expenditures under Title IV-E of the Federal Social Security Act.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

10/20/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2010

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	PBO FTEs	Auditor's Notes Assessment	Page #	ARRA
Contracts										
a 58	Title IV-E Child Welfare Services	10/1/2009 - 9/30/2010	\$57,360		\$0	\$0	\$57,360	1 R MC	8	

PBO Notes:

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

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

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

FY 2010 Grants Summary Report
Outstanding Grant Applications

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517			\$8,517		10/6/2009
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945			\$430,945		10/6/2009
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517					
			\$447,979	\$0	\$0	\$439,462	0	

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FY 2010 Grants Approved by Commissioners Court

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	Energy Efficiency and Conservation Block Grants - Recovery (ARRA)	10/2009 - 04/2011	\$2,207,900			\$2,207,900		10/6/2009
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000		\$7,575,000		10/6/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	04/01/2009 - 12/31/2009	\$41,666			\$41,666		10/6/2009
19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	\$193,750	\$35,715	\$119,504	\$348,969	3	10/6/2009
47	Emergency Management Performance Grant	10/01/08 - 9/30/09	\$67,200	\$67,200		\$134,400		10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032			\$3,198,032		10/13/2009
			\$11,708,548	\$1,677,915	\$119,504	\$13,505,967	3.00	

6

FY 2010 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009		Pending from FY 09
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009		Pending from FY 09
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009		Pending
Totals		\$19,162	\$19,162	\$38,324	3			

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

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

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

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
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		\$ -		\$ -		\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 5,632,467	\$ 2,175,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 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		FY 14	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ 123,750	\$ -	\$ 3,722,473	\$ -	\$ 2,773,487	\$ 101,432	\$ 453,866	\$ 176,432	\$ 246,907	\$ 223,880	\$ -	\$ 506,752
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 5,632,467	\$ 2,175,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627
Combined Totals	\$ 3,194,481	\$ 1,161,189	\$ 9,354,940	\$ 2,175,626	\$ 5,149,707	\$ 1,210,059	\$ 2,461,336	\$ 1,410,059	\$ 1,754,377	\$ 1,957,507	\$ 1,490,480	\$ 2,240,379

TRAVIS COUNTY FY 09 - FY 14 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		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) <i>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.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 150,000
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 OJJDP. <i>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.</i>	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448	\$ -	\$ 130,350
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. <i>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.</i>	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -	\$ -	\$ 199,970
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). <i>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.</i>	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -		\$ -
Totals		\$123,750	\$0	\$3,722,473	\$0	\$2,773,487	\$101,432	\$453,866	\$176,432	\$246,907	\$223,880	\$0	\$506,752

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

GRANT SUMMARY SHEET

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

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

Grant Title:	Title IV-E Child Welfare Services		
Grant Period:	From:	10/1/2009	To: 9/30/2010
Grantor:	Texas Dept. of Family and Protective Services (DFPS)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$19,000*					\$19,000
Operating:	38,360**					\$38,360
Capital Equipment:						0
Indirect Costs:						0
Total:	\$57,360	\$0	\$0	\$0	\$0	\$57,360
FTEs:	1					1.00

*This figure is an estimate of the reimbursement for staff time spent on administering the Title IV-E program.

**This figure is an estimate of the reimbursement for foster care maintenance expenditures.

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

Performance Measures Applicable Depart. Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Number of Child Protective Services petitions filed	285					285
Number of children in conservatorship per month	900					900
Number of new children entering care	395					395
Measures For Grant						
Number of youth in foster care served by the contract	184***					184
Outcome Impact Description	This insures that youth in foster care receive all necessary services and supports.					

Outcome Impact Description						
Outcome Impact Description						
***Note: Title IV-E eligible children account for a portion of the departmental outputs listed above. The grant contract does not contain performance measures.						

PBO Recommendation:

HHS is requesting Commissioners Court approval of a contract with the Texas Department of Family and Protective Services for reimbursement of expenditures under Title IV-E of the Federal Social Security Act.

The request for reimbursement is submitted at the end of each quarter and is based on expenditures for Title IV-E eligible children in foster care. PBO notes there are no additional financial requirements for this grant.

PBO recommends approval of the contract.

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

The Texas Dept. of Family and Protective Services (DFPS) pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money for the state under Title IV-E of the Federal Social Security Act. The counties, in turn, receive a percentage of this money based on their expenditures for foster care. Travis County submits quarterly requests for reimbursement to DFPS. These funds enhance an existing program.

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

The contract with DFPS requires Travis County to continue a Child Welfare Board; provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of DFPS and not eligible for Title IV-E foster care or state-paid foster care and/or Medicaid; provide adequate funds for medical care not covered by Medicaid; and maintain total net child welfare expenditures at a sufficient level.

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

The county is reimbursed for a portion of staff time spent administering the Title IV-E program as well as foster care expenditures on children who are Title IV-E eligible.

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

The contract as written does not allow for indirect costs.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

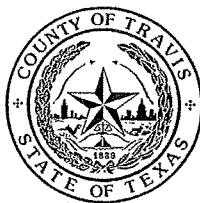
No. The county would still have to spend money for foster care even if this reimbursement program were not available.

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

NA

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

The contract with DFPS will allow Travis County to recover some of the costs associated with providing foster care. The appropriate departmental output measures apply to this grant.



RECEIVED

09 SEP 25 PM 1:33

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

DATE: September 23, 2009
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
SUBJECT: Travis County Health and Human Services and Veterans Service
Title IV-E Child Welfare Services Contract

Proposed Motion:

Consider and take appropriate action to approve updating certain attachments to the FY'10 Title IV-E Child Welfare Services Contract with the Texas Department of Family and Protective Services.

Summary and Staff Recommendations:

The Title IV-E Child Welfare Services Contract is part of a mutually undertaken child welfare program by Travis County and the Texas Department of Family and Protective Services (DFPS). Travis County receives partial reimbursement for eligible expenditures for children in foster care under the oversight of the Travis County Child Protective Services Board.

DFPS pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money under Title IV-E of the Federal Social Security Act. Title IV-E was established for the purpose of enabling each state to provide, in appropriate cases, foster care, adoption assistance and transitional independent living programs for children who otherwise would have been eligible for Aid to Families with Dependent Children (AFDC) assistance as the program existed on July 16, 1996. The federal reimbursement rate determines the amount counties receive. This rate changes each fiscal year. The rate for FY'09 was 59.44%.

Internal Control Certification (ICC)

Form 9007ICC
May 2009Contractor: Travis County (CWS)DFPS Contract Number(s): 23380186

Please note that an ICC can only be used to certify an ICSQ that is not older than four fiscal years (current and 1st three prior fiscal years).

1. Please initial and date next to the appropriate box after reviewing the applicable section of the ICSQ being certified:

_____ [Redacted] Review for changes to accounting procedures and financial stability.

_____ [Redacted] - Review for changes to allocations plans, if applicable; Chart of Accounts, information on contracts/programs administered; any changes to accounting system, etc.

_____ [Redacted] Review for changes to personnel and payroll practices.

_____ [Redacted] Review for changes to travel policy.

_____ [Redacted] - Review for changes to capitalization threshold and inventory.

_____ [Redacted] - Review for changes in procurement and/or monitoring procedures.

N/A [Redacted] - Review for changes of related parties in organization and updated lease information.

N/A [Redacted] - **This Section is specific to State Agencies and Universities only.**
Review for updated allocation plans and person who certifies the plan, and updated Certification of Match funds procedure.

2. I have reviewed the Internal Control Structure Questionnaire and supporting documentation originally certified by our organization on 9/7/07, and re-certify one of the following:

☐ The ICSQ and supporting documentation remains true and accurate, with no exceptions.

☒ The ICSQ and supporting documentation remains true and accurate, with the exception of changes indicated on the attached documents. (Please indicate the applicable contract number, corresponding ICSQ number and how changed.)

The ICSQ for DFPS contract #23380186 has been reviewed and various attachments and responses to questions have been updated.

Susan Spataro
Signature of Authorized Representative

Susan Spataro
Printed/Typed Name

Date:

Travis County Auditor
Title

Texas Dept of Family
and Protective Services**Internal Control Structure Questionnaire (ICSQ)
for Title IV-E County \geq \$25,000**Form 9007CIVE
February 2008

Contractor Name: Travis County (CWS) - Title IVE DFPS Contract #: 23380186

Current Contract Period: 10/01/09 - 09/30/10 Contract Manager: Charlah Love

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please describe the accounting system in place (i.e., accrual, cash, or modified accrual). The County follows the statutory basis of accounting provided by the State in Chapter 2264, Texas Government Code, financial accounting and reporting. The county's system is set up in accordance with an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 & OMB A-133.	
2.	Do you complete yearly financial statements (e.g., Balance Sheet, Income Statement, Other)? If yes, please list the name of the person responsible for preparing the annual financial statements below and attach copy of your most "current" statements and mark it ATTACHMENT #I-2. Person responsible for annual financial statements. Nicki Riley - Financial Manager - Reporting If no, please provide any manual or automated information maintained regarding your "current" financial position (i.e., assets versus liabilities) and mark it ATTACHMENT #I-2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Are your accounting and financial system operations "audited" at regular intervals by an independent auditor (CPA, State Public Accountant, and Office of State Auditor)? Note that this is not referring to compliance monitoring performed by State Contract Managers. If yes, how often and who audits your records? Yearly Audit - Lockhart, Atchley & Associates, LLP. Also, if yes, please provide a copy of your most current "audit" performed of your agency and mark it ATTACHMENT #I-3.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Provided on 4/28/09

SECTION II - INTERNAL CONTROLS**II.A. GENERAL/ACCOUNTING CONTROLS**

(This section should be answered about your organization as a whole. When a question mentions "contracts", it is referring to all of your contracts with TDFPS and with any other state agencies, as well as any grants you might have.)

1.	Do you have more than one contract with DFPS? If yes, please attach a list of all of your DFPS contracts, including type of service, contract number, and dollar amount of contract. Mark this list ATTACHMENT #II-1.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Do you have contracts with other Texas state agencies (e.g., Texas Youth Commission, Texas Juvenile Probation Commission, Texas Education Agency, etc.)? If yes, please attach a list of all your contracts with other state agencies, including the state agency name, type of service provided under the contract, dollar amount, and name and telephone number of state agency contact person for the contract. Mark this list ATTACHMENT #II-2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County \geq \$25,000

Form 9007CIVE
February 2008

3.	<p>Do you maintain contract files for each of your DFPS contracts?</p> <p>If yes, do the contract files contain:</p> <p>a. The approved contract with all attachments?</p> <p>b. Copies of contract amendments?</p> <p>c. Billing documents?</p> <p>d. Related correspondence?</p> <p>e. Copies of subcontracts?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.	<p>a. Are all expenditures that are reported and/or billed as DFPS costs reconciled with your general ledger?</p> <p>If no, please provide a written explanation below as to why such expenditures are not reconciled to your general ledger.</p> <p>_____</p> <p>_____</p> <p>b. Is the general ledger kept up-to-date and balanced at least monthly?</p> <p>If not monthly, please specify frequency. _____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
5.	<p>Do you maintain a separate general ledger account for:</p> <p>a. Deposits for each contract's funds?</p> <p>b. Disbursement of each contract's funds?</p> <p><i>Please provide a copy of your chart of accounts, along with an explanation of how your accounting system identifies contract revenues and expenditures separately for each contract. Mark it ATTACHMENT #II-5..</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	Are billings submitted within the time frame specified in the DFPS contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7.	<p>How do you allocate shared costs between contracts and/or programs?</p> <p>Please attach a detailed explanation, and mark it ATTACHMENT #II-7.</p>	
8.	Are costs and expenditures controlled based on budget line items for cost reimbursement and budget-based unit rate contracts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9.	<p>Do you authorize separate individuals to:</p> <p>a. Sign checks? Indicate name(s) and title(s). Susan A Spataro, County Auditor, Dana Deabevoir, County Clerk, Dolores-Ortega Carter, Treasurer</p> <p>b. Approve purchase orders and vouchers? Indicate name(s) and title(s)</p> <p>See the attached Purchasing Process, Policy & Responsibilities and Procurement Methods for contracts > \$25,000.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

Texas Dept of Family
and Protective Services**Internal Control Structure Questionnaire (ICSQ)
for Title IV-E County \geq \$25,000**Form 9007CIVE
February 2008

	<p>c. Prepare checks? Indicate name(s) and title(s).</p> <p>Sabrina Bullard – Financial Analyst & Mike Crawford – Senior Financial Analyst.</p> <p>d. Record accounting transactions? Indicate name(s) and title(s).</p> <p>Holly Huff, Tracy LeBlanc, Tristan Whitemire, Gloria Rios, Joshua Kubiak – Associate Auditors.</p> <p>e. Reconcile bank accounts to internal check registers? Indicate name(s) and title(s).</p> <p>Sandy Hendrix – Financial Analyst</p> <p>f. Maintain an inventory? Indicate name(s) and title(s).</p> <p>Ron Dube – Purchasing Fixed Asset Manager.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
10.	<p>Is your accounting system automated? If no, skip to Question #18.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
11.	<p>Who has access to the accounting system? Specify name(s) and title(s) below.</p> <p>All authorized personnel in the Travis County has access to the H.T.E. Automated Accounting System, ranging from Inquiry, to Purchasing, to Data Entry and producing required and necessary reports.</p>	
12.	<p>Please specify the name(s) and title(s) below for the individuals responsible for updating, changing and deleting accounting information:</p> <p>Updating: Jose Palacios – Chief Assistant County Auditor, Mike Crawford – Senior Financial Analyst, Hannah York – Senior Financial Analyst, Sandy Hendrix, Financial Analyst, Sabrina Bullard, Financial Analyst</p> <p>Changing: Same as Above</p> <p>Deleting: Jose Palacios – Chief Assistant County Auditor, Mike Crawford – Senior Financial Analyst, Hannah York – Senior Financial Analyst</p>	
13.	<p>How is the accounting system secured and/or protected? Please explain.</p> <p>The accounting system is secured via Passwords, which are changed every 90 days.</p>	
14.	<p>Explain below the process (initiation, review, approval, etc.) for making updates, changes, deletions, and yearend adjustments to the accounting system.</p> <p>Associate Auditors & Financial Analysts initiate the AP & Journal Entries, Financial Analysts review and audit, other Financial Analysts update and post those entries.</p>	
15.	<p>Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and after data entry and editing?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
16.	<p>Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

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17.	Is the data entered into the accounting system verified? If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done. Month End Reports.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18.	a. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department? b. What additional internal controls and approvals are in place within your organization to ensure payments made are valid and authorized? Items are required to be received in H.T.E., automated accounting system, prior to processing the payments.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
19.	Are all checks pre-numbered and accounted for? If no, please explain: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20.	Is there any additional review or special approval required for checks exceeding a specific dollar amount? If yes, please specify the dollar limits, name(s) and title(s) of responsible staff below. _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.	Are voided checks marked "VOID" to prevent reuse? If no, please explain: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22.	Are voided checks kept with canceled checks? If no, please explain: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23.	Are unused checks adequately safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Indicate name and title of person below who has custody of unused checks. Unused checks are stored at the Auditor's office. The custody of the key to the unused check closet is with Sabrina Bullard, Financial Analyst and she has one of the two facsimile signature plates. The other facsimile signature plate is with the Treasurer's office, Senior Financial Analyst – Rhonda Ambrose.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
24.	If a check -signing machine is used, are the facsimile signature plates properly safeguarded? If no, please explain below. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
25.	Is the person receiving cash prohibited from signing checks, reconciling bank accounts, and accessing other accounting records? Indicate name and title below of person receiving cash. Person receiving cash in the Treasurer's Office is Michael Rendon, Accounting Clerk. He does not sign checks, reconcile accounts or access other accounting records.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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26.	Is the drafting of checks to "CASH" prohibited? If no, please explain: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
27.	Is the practice of signing blank checks prohibited? If no, please explain: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
28.	Are all disbursements approved prior to payment? If no, please explain: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
29.	Are all disbursements (excluding petty cash) made by check? If no, what other means do you use to make disbursements. ACH Transactions and Wire Transfers. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
30.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register, etc.)? If yes, please attach an explanation and mark it ATTACHMENT #II-30. -	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
31.	Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained with each disbursement and/or clearly referenced for easy location and retrieval? Please comment on where and how supporting records are kept and filed (e.g., filed by check number, month of payment, etc). All Supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc. are filed by check number in the auditor's office file room. The supporting documents from prior fiscal years are stored at an offsite storage location.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
32.	Do supporting documents accompany checks for the check signer's signature?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
33.	Are supporting documents marked when paid to prevent reuse or duplication of payment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
34.	Are invoices marked to identify allocation of payment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35.	For your DFPS contracts, do you have procedures to identify costs and expenditures not allowable under federal and/or state regulations? If so, please attach an explanation of your system for identifying unallowable costs/expenditures and mark it ATTACHMENT #II-35.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
36.	Are all bank accounts reconciled monthly? If not, how often? _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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43.	<p>a. For DFPS cost reimbursement contracts and budget-based unit rate contracts, does the amount of salary being paid to each employee agree with the approved budget?</p> <p>b. If only a portion of any employee's salary is charged to DFPS (i.e., allocated) is that portion supported by an allowable and equitable allocation method? If yes, please explain allocation method(s) used</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>
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II. C. TRAVEL

44.	<p>Are expenditures for travel substantiated by travel vouchers, travel logs and/or other supporting documentation? If yes, do travel vouchers/logs contain the following information:</p> <p>a. Name of employee?</p> <p>b. Travel destination (to and from)</p> <p>c. Private car mileage? (to and from destination for each trip)</p> <p>d. Date and time of departure and return?</p> <p>e. Purpose of trip?</p> <p>f. Signature of employee?</p> <p>g. Approval of supervisor?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
45.	<p>Are travel expenditures under DFPS contracts billed to DFPS at, or below, rates and limitations established by state travel requirements for meals, lodging and mileage? If no, please explain:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
46.	Is out-of-state travel for DFPS projects approved by the DFPS contract manager?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

II. D. EQUIPMENT(If your agency as a whole does not purchase equipment with federal funds, skip to Section II E and mark here ☐ N/A)

47.	Has equipment been directly purchased with DFPS funds?	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
48.	<p>Please specify the level of capitalization used by your organization and provide definition of what your organization classifies as equipment.</p> <p>Dollar Amount: \$5,000.00</p> <p>Definition of Equipment: Fixed & Tangible assets used for the benefit of the county for more than one year from date asset first rendered service.</p> <p>Attachment # 11-48.</p>	
49.	<p>Were all of the equipment items purchased and billed to DFPS included in your DFPS budget? If no, please list the equipment below, and include total acquisition cost.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>

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50.	For equipment that was directly purchased and billed to DFPS, but not detailed in the budget, was prior written approval obtained from your DFPS contract manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
51.	Are all equipment items, purchased with DFPS funds, tagged for the purpose of internal tracking and inventorying? Note: Since the equipment does not belong to DFPS, contractors are not to tag the equipment as "State of Texas" or "DFPS Property".	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
52.	Do you conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? Annually	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
53.	Are inventory records maintained to include: the description of the item, the serial number, funding source, the acquisition cost, the acquisition date and the inventory number? NO Equipment purchased with DFPS Funds. <i>Attach a copy of your inventory records for equipment purchases made with DFPS funds and mark it ATTACHMENT #II-53.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
54.	Has any equipment purchased in whole or in part with DFPS funds been disposed of? If yes, was the DFPS contract manager's approval obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
55.	a. Is equipment purchased with DFPS funds being used by employees paid with DFPS funds? If no, please explain: _____ b. Is equipment purchased with DFPS funds being used as outlined in the contract? If no, please explain: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<u>II. E. SUBCONTRACTORS</u>		
56.	a. Do you subcontract DFPS contracted services? (If your agency as a whole does not utilize subcontractors, mark N/A and skip to Section II F.) b. If yes, what percentage of the work required by your contract do you estimate will be subcontracted? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
57.	Do you maintain written contracts with all your subcontractors? If no, please explain: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
58.	Within your organization, who is responsible for reviewing and approving subcontracts, prior to execution? Provide name(s) and title(s) below. _____ _____	

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59.	Does each subcontract agreement include:	
a.	All parties to the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
b.	Scope of work?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
c.	When services are to be performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
d.	Rate of pay?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
e.	Measurable method of payment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
f.	Termination clause?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
g.	Performance measures?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
60.	Do all your subcontracts for services under your DFPS contract(s) (e.g., direct services to clients) either include the terms required by your DFPS contract or reference the required terms? If no, please explain. Please attach a copy of your subcontract agreement and mark it ATTACHMENT #II-60.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
61.	Do you have procedures in place to monitor that services under your DFPS contract(s) are being delivered and paid by subcontractors as required by your DFPS contract(s)? If yes, please attach a copy of your service monitoring procedures and mark it ATTACHMENT #II-61.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
62.	a. Do you competitively procure your subcontractors? b. If you have any DFPS contracts for \$100,000 or more, do you make a good faith effort to subcontract with Historically Underutilized Businesses (HUBS)? In no or n/a, please explain. Please attach an explanation of your subcontractor procurement policies and procedures and mark it ATTACHMENT #II-62.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
63.	Have all subcontracts for services under your DFPS contract (e.g., direct services to clients) been approved by your DFPS contract manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION (This section pertains only to any County Title IV-E Child Welfare Services Contracts that the county may have with DFPS. Provide answers only as they relate to that contract. This section does not pertain to any Title IV-E County Legal Services Contract the county may have with DFPS.) For purposes of this Section the terms County and County Child Welfare Board are synonymous.		
64.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
65.	If any administrative costs claimed under the contract are shared with other contracts (both DFPS and non-DFPS), has the county submitted a cost allocation plan to DFPS for review and approval? If no, please describe your allocation process and mark as ATTACHMENT #II-65.	<input type="checkbox"/> Yes <input type="checkbox"/> No NA

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66.	Does the County Child Welfare Board have a process that DFPS Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? a). If yes, is the above policy a written (published) policy? <i>Attach a description of the process or a copy of the written policy and mark as ATTACHMENT #II-66.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
67.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, provide fiscal period and date of audit. <u>9/30/2008, 03/10/2009</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
68.	Do the Region and the county conduct an annual review of the county Title IV-E contracts? If yes, provide date of last review. <u>Attachment # II - 68</u> <i>Note: An annual review of the contract is specified in the contract.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
69.	How does the Child Welfare Board pay for the supplemental child-care expenses? <i>board request that follows same procedure as any other requisition. CPS caseworker fills out a</i> <i>Provide a description of the process and name and/or position of responsible person/staff and mark it as ATTACHMENT #II-69.</i> <i>Child care provider directly.</i>	
70.	What back-up documentation does the county maintain to support Title IV-E reimbursements? <i>Provide a description of the documentation and mark it as ATTACHMENT #II-70.</i>	
71.	Who maintains the documentation within the county (i.e., Child Welfare Board, County Auditor, Other)? <i>Provide the name of the county Department or name and/or position of responsible person/staff.</i> <u>Travis Co. Health and Human Svcs. Dept.</u> <u>Travis Co. Auditor</u>	
72.	Who creates the County Title IV-E Claims Voucher (Quarterly Billing)? <i>Provide the name and/or position of responsible person/staff.</i> <u>Asso. Accountant in Travis Co. Health & Human Svcs.</u>	
73.	Does the county's bookkeeping process, including the preparation of the Quarterly Billing, exclude involvement by a DFPS staff bookkeeper or accountant? <i>If no, provide a description of the DFPS bookkeeper or accountant's role in the process and mark it ATTACHMENT #II-73.</i> <i>Note: As per DFPS policy, DFPS staff cannot have any bookkeeping function in relation to Title IV-E CWB contracts.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
74.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 - State of Texas Purchase Voucher Quarterly Billing)? <i>Provide the name and/or position of the responsible person/staff.</i> <u>Executive Director of Travis Co. Health and Human Svcs.</u>	

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75.	How does the county insure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? <u>All valid purchase orders are logged on a spreadsheet and reviewed for proper payment against the General Ledger prior to the quarterly billing.</u>	
76.	Does the county have a process to insure that all expenditures claimed are allowable expenditures? <i>If yes, attach a short description of the process and mark it ATTACHMENT #II-76.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
77.	Does the county have a process to insure that all any raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? <i>If yes, attach a short description of the process and mark it ATTACHMENT #II-77.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No NA
78.	How does the county know which children are IV-E eligible? <i>Provide a description of the process and the name and/or position of responsible person/staff and mark it as ATTACHMENT #II-78.</i>	
79.	If a person other than the County Judge or County Auditor has signature authority, has the county provided DFPS with a document clearly naming the persons authorized to act on behalf of the county on matters concerning the county Title IV-E contract? (i.e., Person authorized to sign vouchers, responsible County Child Welfare Board staff, etc).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CERTIFICATION

Signed by an individual legally responsible for the conduct of the contractor, such as a corporate officer, an association officer, or a government official. The administrator/director is authorized to sign only if he/she holds one of these positions.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT AND COMPLETE.

Signature

Samuel T. Biscoe

Printed/Typed Name

Date

Travis County Judge

Title

Attachment #II-1

Travis County DFPS Contracts
Fiscal Year Ending 09/30/2008

	Contract Number	Dollar Amount	Contact Person Name	Phone Number
U. S. Department of Health and Human Services				
Passed Through Texas Department of Family and Protective Services:				
Title IV-E Foster Care Maintenance	23361156	31,323	Charlah Love	512 834 3431
Title IV-E Foster Care Maintenance	23361156	16,146	Charlah Love	512 834 3431
Title IV-E Legal	2007074028	(916)	Charlah Love	512 834 3431
Title IV-E Legal	2007074028	203,498	Charlah Love	512 834 3431
Passed Through Texas Department of Family and Protective Services, then Texas Juvenile Probation Commission:				
Enhanced Administrative Claims	TJPC-2003-227	7,758	Charlah Love	512 834 3431
Enhanced Administrative Claims	TJPC-2005-227	1,239,340	Charlah Love	512 834 3431
Enhanced Administrative Claims	TJPC-2006-227	485,278	Charlah Love	512 834 3431
Title IV-E - Foster Care	TJPC-2007-227	120,867	Charlah Love	512 834 3431
Title IV-E - Foster Care	TJPC-2008-227	110,471	Charlah Love	512 834 3431

Attachment #II-2

Travis County Contracts with Other State Agencies
Fiscal Year Ending 09/30/2008

	Contract Number	Dollar Amount	Contact Person Name	Phone Number
Office of the Governor -- Criminal Justice Division				
Family Drug Treatment Court	DC-08-A10-19747-01	15,580	Judy Swizer	512 463 1919
Texas Department of Transportation				
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-06	(1,320)	Charles Caldwell	512 416 4608
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-07	(105)	Charles Caldwell	512 416 4608
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-08	641,449	Charles Caldwell	512 416 4608
Sheriff's Combined Auto Theft Task Force	SA-T01-10069-09	46,560	Charles Caldwell	512 416 4608
Texas Department of State Health Services				
Strategic Prevention Framework State Initiative	2007-021903	(348)	David Mahoney	512 834 3353
Passed Through The University of North Texas: Seniors and Volunteers for Childhood Immunization	G72135-04	8,424	Sheila Baird	940 565 4430
Office of the Attorney General				
Statewide Automated Victim Notification Service	908723	25,817	Gary Walker	512 936 1236
Victim Assistance Liasion	801993.01	35,880	Reedy Spigner	512 936 1653
Texas Commission on Environmental Quality				
Low Income Repair, Retrofit & Replacement (LIRAP)	582-6-55082-15	2,445,381	Liz Day	512 239 6887
Passed Through Capital Area Council of Governments: Solid Waste Enforcement	07-12-G11	452	Keith Hilmers	512 916 6185
Office of Court Administration - Task Force on Indigent Defense				
Indigent Defense Discretionary Grant Program	212-07-D08	3,765	Bryan Wilson	512 463 9352
Indigent Defense Discretionary Grant Program	212-07-D08	583,563	Bryan Wilson	512 463 9352
Indigent Defense Formula Grant Program	212-08-227	482,387	Carol Conner	512 936 7561
Texas Parks and Wildlife Department				
East Metro Park	50-00338	282,362	Neil Carter	512 389 4641
Texas Water Development Board				
Flood Mitigation Assistance Planning	704830722	194,149	Phyllis Thomas	512 463 5077
Small Community Hardship Program	04-82	664,346	Mark Hall	512 463 8489

Attachment #II-5

Travis County

Chart of Accounts

ABC – DEFG – HIJ – KLMN

ABC = Fund number

DE = Department #

FG = Division #

HI = Activity #

J = Sub-activity #

KL = Element #

MN = Object #

EX: 173 – 2372 – 322 – 2010

Fund : 173 PUBLIC INTEGRITY UNIT

Department : 23 DISTRICT ATTORNEY

Division : 72 GENERAL STATE

Activity basic : 32 INTERGOVERNMENTAL REVENUE

Sub activity : 2 JUSTICE SYSTEM

Element : 20 STATE INTERGOV REVENUE

Object : 10 STATE GRANTS

last updated 10-15-08 at 11:01 PM
Attachment #II-7

Travis County

The method of allocating costs between programs and/or contracts varies depending on the restrictions, regulations, limitations, or requirements within each contract for the programs.

Travis County

Purchase Orders / Requisition numbers are generated by the automated accounting system. The various department leads have to approve the Purchase orders in order for the invoice to be generated. The invoices can not be paid unless the items are received. Authorization at many departments is needed to process a factitious invoice.

Attachment #II-35

Travis County

Identify procedures to isolate DFPS costs & expenditures not allowed under the Federal / State regulations:

The Auditors office creates only those line items for which the grant budget is authorized to receive actual expenditures. The grants financial analysts review the invoices to ascertain the allowable costs & expenditures are paid.

Conditions of work

§ 10.002 Hours of Work

- (a) An Elected Official or the Commissioners Court, through the appropriate Department Head, may establish reasonable work hours, safety regulations, and working conditions necessary to the county's successful discharge of its service and work requirements.
- (b) The County Judge, or his or her designee, has the authority to direct the county workforce not to report to work if emergency situations such as an unsafe work environment or weather conditions compromise the safety of the employees. Regular employees will be granted leave with pay and, therefore, their personal benefits will not be impacted.
- (c) Regular county office hours are from 8 A.M. to 5 P.M., Monday through Friday, with the exception of those departments or offices whose mission requires 24-hour operations or alternate work schedules. However, the Commissioners Court encourages Elected Officials and Department Heads to implement flex time schedules for their employees where it is feasible and can be done within the operating budget, without impacting service delivery. Only with written authorization and instructions from the Elected Official or Department Head can an employee begin a flexible work schedule.

§ 10.003 Exempt or Non-Exempt Status of Positions

- (a) All county positions shall be classified by the Human Resources Management Department as either exempt or non-exempt in accordance with the Fair Labor Standards Act and the Department of Labor regulations and guidelines, based on the duties and responsibilities in the job description.

§ 10.004 Overtime or Compensatory Time

- (a) When the work done is assigned and authorized by the supervisor, non-exempt employees are eligible for overtime compensation, or compensatory time, at the rate of one and one-half hours for each approved hour worked in excess of 40 productive hours per week. Employees who work in excess of 40 productive hours in a week without authorization may be subject to disciplinary action. For the purpose of computing productive hours, time away from the job during the work week, for reasons such as vacation, illness, or other approved absences will not be included in calculating the number of hours actually worked in a work week, because only hours associated with productive time count towards the calculation of overtime or compensatory time.
- (b) Exempt employees are not eligible for overtime pay. At the discretion of the Elected Official or Department Head, time off at a rate no greater than hour for hour, may be granted to exempt employees for time worked beyond 40 hours per week. This time may not be converted to pay during the course of employment or upon separation.

Attachment #II-38

Travis County

- (c) Non-exempt employees may not accrue more than 60 hours of compensatory time. (The 40 hours worked will be the employee's pay rate multiplied by one and one-half.) Any accrued compensatory time greater than 60 hours will be automatically paid.
- (d) Upon separation, non-exempt employees will be paid for any compensatory time worked and not previously taken or paid.

§ 10.005 Solicitation

- (a) An employee shall not be forced to contribute to any fund or collection. No solicitation or office collection may proceed without the approval of the Elected Official or Department Head.

§ 10.006 Political Involvement

- (a) Employees are encouraged to vote on Election Day. Elected Officials and Department Heads shall grant a reasonable amount of time off, at full pay, to employees who wish to vote during working hours. However, employees are encouraged to vote during extended voting hours or absentee to avoid taking time away from work duties, if possible.
- (b) Employees are not allowed to perform or be involved in political campaigning or related activities during their working hours, while in county uniform, or while using county property. Employees may be granted leave of absence without pay, if approved by the Elected Official or Department Head, to pursue elected public office and may be reinstated according to leave of absence policies.
- (c) Employees shall not be required to participate in political campaigns or related activities as a condition to obtain, retain, or advance in employment. Additionally, employees shall not be disciplined, terminated, nor deprived of their employment for refusal to participate in political activities, or for participating in political activities while off duty and out of uniform.

§ 10.007 Outside Employment

- (a) Employees shall not engage in other business or employment during the hours they are scheduled to work for the county. Employees under the commissioners court may be employed at times other than the hours they are working for the county in any capacity in a business, trade, occupation or profession as long as that employment does not interfere with their county duties and does not represent a conflict of interest, as determined by the employee's department head. Employees may notify their elected official or department head of outside employment that represents a potential conflict of interest.

§ 10.008 Firearms or Other Deadly Weapons [Adopted: February 6, 1996]

- (a) Chapter 66 of the Travis County Code, which is attached, prohibits the carrying of a firearm or other deadly weapon on one's person while that person is on the premises of the

Chapter 27. Travis County Capital Asset Guide

§ 27.405 Preservation Costs

Preservation costs are generally considered to be those outlays that extend the useful life of an asset beyond its original estimated useful life, but do not increase the capacity or efficiency of the asset. Preservation costs should be capitalized if the asset is depreciated.

§ 27.406 Additions and Improvements

Additions and improvements are those capital outlays that increase the capacity or efficiency of the asset. A change in capacity increases the level of service provided by an asset. For example, additional lanes can be added to a road, or the weight capacity of a bridge could be increased. A change in efficiency maintains the same service level, but at a reduced cost, for example, a computer controlled traffic signal that reduces servicing costs because it requires minimal servicing compared to older electro-mechanically controlled models. The cost of additions and improvements should be capitalized.

§ 27.407 Depreciation

On March 20, 2001, Commissioners Court adopted, for financial reporting purposes, the depreciation approach for infrastructure assets. The depreciation method will be determined by the County Auditor's Office for all infrastructure assets.

§ 27.408 Capitalization Threshold

The capitalization threshold for infrastructure constructed, purchased, or donated is \$5,000. Examples of infrastructure assets:

- (1) Roads, streets, curbs, gutters, sidewalks, fire hydrants
- (2) Bridges
- (3) Waterway improvements such as docks, bulkheads, erosion control improvements
- (4) Dam, drainage facility
- (5) Radio or television transmitting tower
- (6) Electric, water and gas (main lines and distribution lines, tunnels)
- (7) Fiber optic and telephone distribution systems (between buildings)
- (8) Light system (traffic, outdoor, street, etc.)
- (9) Signage

Subchapter F. Capital Asset Categories – Machinery, Equipment, and Other Assets

§ 27.501 Machinery, Equipment, and Other Assets Definition

Fixed or movable tangible assets used for operations of the County and benefit the County for more than one year from the date the asset first renders service. Improvements or additions to existing personal property should be capitalized if they materially increase the value, life, efficiency, or capacity of the asset. This category includes the following:

Chapter 27. Travis County Capital Asset Guide

(a) Machinery, Equipment, and Furniture

Machinery includes such items as bulldozers, cement mixers, and hoists. Equipment includes such items as automobiles, trucks, radios, computers, and safety items. Furniture and fixtures includes desks, chairs, tables, service counters, lamps, and bookcases.

(b) Computer software

Current policies relating to the capitalization of computer software for the County will not change. The capital threshold has changed for software (see section 27.504)

(c) Library books and reference materials of an academic, professional, or research library.

A library book is an academic, professional, or research composition bound into a separate volume and identifiable as a separate copyrighted unit. Library reference materials are information sources other than books which include journals, periodicals, microforms, audio/visual media, computer-based information, manuscripts, maps, documents, and similar items which provide information essential to the learning process or which enhance the quality of academic, professional or research libraries. Some books have a cultural, aesthetic, or historical value, and efforts are usually applied to protect and preserve these assets in a manner greater than that for similar assets without such cultural, aesthetic, or historical value.

(d) Works of art and historical treasures

Works of art and historical collections or individual items of significance that are owned by the County which are not held for financial gain, but rather for public exhibition, education or research in furtherance of public service. These assets generally have to be capitalized at their historical cost (or estimated fair market value at the date of donation), whether they are held as individual items or in collections.

§ 27.502 Jointly Funded Machinery, Equipment, and Other Assets

Machinery, equipment and other assets paid for jointly by the County and other governmental entities should be capitalized by the entity responsible for future maintenance. The county offices and departments responsible for future maintenance must provide the County Auditor and Purchasing Agent with all information required to allow the asset to be recorded and depreciated according to Generally Accepted Accounting Principles. County offices and departments should consult in advance with the County Auditor when the County will pay for both partial ownership and partial maintenance of a capital asset. The County Auditor will determine the required accounting procedures.

§ 27.503 Depreciation

The depreciation method will be determined by the County Auditor's Office for all machinery, equipment, and other assets that are subject to depreciation.

Note: Professional, academic and research library books and materials are considered inexhaustible assets and should not be depreciated. These library books and materials have an economic benefit or service potential that is used up slowly, and their estimated useful lives are extraordinarily long.

Chapter 27. Travis County Capital Asset Guide

Note: Exhaustible works of art and historical treasures items whose useful lives are diminished by display or educational or research applications should be depreciated. Inexhaustible work of arts and historical treasures items should not be depreciated as the economic benefit or service potential is used up so slowly that the estimated useful lives are extraordinarily long.

§ 27.504 Capitalization Threshold

The capitalization threshold for machinery, equipment, and other assets constructed, purchased, or donated is \$5,000 and should include such costs as:

- (1) Freight charges
- (2) Handling and storage charges
- (3) Original contract or invoice price
- (4) In-transit insurance charges
- (5) Sales, use, and other taxes imposed on the acquisition
- (6) Installation charges
- (7) Charges for testing and preparation for use
- (8) Cost reconditioning used items when purchased
- (9) Parts and labor associated with construction of equipment

Note: Costs of extended warranties and/or maintenance agreements, which can be separately identified from the cost of the equipment, should not be capitalized.

Subchapter G. Capital Asset Categories – Leasehold Improvements

§ 27.601 Leasehold Improvements Definition

- (a) Leasehold improvements include construction of improvements made to existing structures by the lessee, who has the right to use the improvements over the term of the lease. These improvements *will revert to the lessor* at the expiration of the lease. Moveable equipment or office furniture that is not attached to the leased property is not considered a leasehold improvement. Leasehold improvements do not have a residual value. Leasehold improvements should be capitalized as a Building Improvement.
- (b) The County office or department responsible for coordinating a leasehold improvement must provide the County Auditor with the following information:
 - (1) The date the improvement is placed in service
 - (2) The cost or fair market value
 - (3) The estimated useful life and the remaining life of the lease
 - (4) Any ancillary charges required to place the improvement into service

APPENDIX B

TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD BUDGET POLICY AND PROCEDURES

These policies are intended to provide guidance and direction to the staff of Region 7 of the Texas Department of Family and Protective Services, who are responsible for services in Travis County, regarding the use of appropriate payment mechanisms and the coordination of funding streams available to support the protective services program. Where appropriate, the DFPS administrative staff will establish certification mechanisms and/or checks and balances to indicate that these directives of the Board will be observed.

It is the intent of the Board that **all other potential funding streams** (Federal, State or other applicable County social service programs) be explored and deemed ineligible before County General Revenue dollars that are appropriated to the Travis County Children's Protective Services Board can be utilized for payment of expenditures. **If the request falls within the spending limitations and guidelines, and funds are sufficient to cover the request, DFPS staff has approval authority.** However, DFPS Program Directors should use appropriate discretion, and bring forward any unusual requests. **Requests exceeding the proscribed spending limits/guidelines must be presented to the Board for their approval.**

The following table explains spending limitations and guidelines for specific requests:

DESCRIPTION	ACCOUNT NUMBER	SPENDING LIMITS	DESCRIPTIONS & SPENDING GUIDELINES
DAILY LIVING:			
Clothing, Uniforms	30-35	\$500 per child per year	Intended for costs of the day- to-day support of children in foster care or placed with relatives.
Textiles, Linen	30-34	\$75 per request not to exceed total of \$225 in a year without Board approval	
Educ, Commun., EQ& Supp	30-13	\$50 per child per year	
Gifts	62-09	\$30 for Birthdays per child per year \$30 for Christmas per child per year \$300 for Graduations per child per year \$50 for Special Events per child per year	Intended for costs of the day -today support of children in foster care or placed with relatives. Gifts will be provided for special occasions during the year and at significant times in the duration of the child's foster care placement (Birthdays, Graduation, Christmas, and other special events).

See p. 1

APPENDIX B**HEALTH CARE:**

Drug & Pharmaceutical Supplies	30-52	\$100	<ul style="list-style-type: none"> Personal insurance, Medicaid/ Title XIX, CHIP, or MAP must be exhausted before related expenditures may be paid from the Travis County Children's Protective Services Board Budget. Requests for psychological/psychiatric evaluations and therapy must fall within the state contract rates (see attached). Requests for therapy are limited to 8 sessions at a time (not to exceed the \$850 limit unless received prior board approval). Requests to continue therapy beyond 8 sessions must be made to the board and include progress reports from the provider in the request.
Dentists	40-09	\$200	
Physicians	40-15	\$200	
Medical Exams/ Victims	63-13	\$500	
Medical Care – Indigents	62-72	\$500	
Medical Services	60-33	\$500	
Psychiatrist/ Psychologist – this line item will include payment for therapy sessions	63-15	\$850 \$1250 Neuropsychological one per child/adult per fiscal year – only authorized to process a total of 6 requests in a year without direct board approval	

CHILD CARE:

Child Care Discretionary (Day Care)	62-03	CCS Rates	<ul style="list-style-type: none"> All requests for day care must fall within approved CCS guidelines and rates.
Child Care Local Funding – Discretionary (Overnight care)	62-04	Level of Care Rates	<ul style="list-style-type: none"> Emergency placements for children who are returned to a parent or conservator prior to DFPS obtaining court ordered conservatorship. Requests must fall within State level of care rates.

DIRECT SERVICE SUPPORT:

Transport – Indigents	62-51	\$150 per client per year Up to \$1500 per year for the purchase of City bus passes	Available to assist staff with case progress.
Other Purchased Services	60-99	\$400	Driver's ed., summer camp and day camp, birth certificates, summer school, and other expenses specifically for children in care.

ADMINISTRATIVE EXPENSES:

Volunteer Recruitment	62-83	\$500	These line items will be expended for recruitment purposes.
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ALL ITEMS BELOW NEED BOARD APPROVAL BEFORE REQUEST CAN BE PROCESSED:

40-40-0

APPENDIX B

Textiles, Linen	62-04	Any amount over \$225 Board approval needed.	Available to assist staff with case progress.
Drug & Pharmaceutical Supplies	62-22	Any amount over \$100 Board approval needed.	<ul style="list-style-type: none"> Intended for costs of the day- to-day support of children in foster care, placed with relatives or to avoid removal. Intended for Caseworker to do testing on site.
Beds and portable cribs	62-99	Any amount needs Board approval	<ul style="list-style-type: none"> Intended for costs of the day- to-day support of children in foster care, placed with relatives or to avoid removal. Intended for costs of the day- to-day support of children in foster care, placed with relatives or to avoid removal.
Toys	62-99	Any amount needs Board approval	
Safety seats, Strollers	62-99	Any amount needs Board approval	
Transport – Indigents	62-51	Any amount over \$1500 for city bus passes needs Board approval	<ul style="list-style-type: none"> Intended for costs of the day- to-day support of children in foster care, placed with relatives or to avoid removal.
Edu, Comm., EQ, books & Supp	62-04	Any bulk purchase needs Board approval	

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Ellen Heath - RE: ICSQ Pages 7-12

From: "LOVE, CHARLAH" <CHARLAH.LOVE@dfps.state.tx.us>
To: "John Bradshaw" <John.Bradshaw@co.travis.tx.us>
Date: 10/1/2009 3:38 PM
Subject: RE: ICSQ Pages 7-12

The annual review is not listed in the contract. It's a chance for the county to look at services they are providing and to see if you are wanting to add additional services to your contract.

From: John Bradshaw [mailto:John.Bradshaw@co.travis.tx.us]
Sent: Wednesday, September 30, 2009 3:25 PM
To: LOVE, CHARLAH
Subject: RE: ICSQ Pages 7-12

Does this mean the annual review is no longer a requirement if it is not in the contract?

I will get the budget form back to you soon.

>>> "LOVE, CHARLAH" <CHARLAH.LOVE@dfps.state.tx.us> 9/30/2009 11:45 AM >>>

The most current contract does not address the annual review.

I had forgotten that you had notated on your last budget form that you would be billing for an Accountant position. I am going to include the Budget For Title IV-E County Contracts in this email. Could you please complete this form as well.

Thanks
Charlah

From: John Bradshaw [mailto:John.Bradshaw@co.travis.tx.us]
Sent: Wednesday, September 30, 2009 10:08 AM
To: LOVE, CHARLAH
Subject: RE: ICSQ Pages 7-12

I will check with Jim Lehrman on this. Do you know where in the contract the annual review language is located?

>>> "LOVE, CHARLAH" <CHARLAH.LOVE@dfps.state.tx.us> 9/30/2009 10:00 AM >>>
Hi John,

I checked with Ardell on this and she says that question 68 has to do with the county looking at the services they are providing and if they are wanting to add additional services. On the last ICSQ, for question 68 you (or someone) had notated August 2006.

Thanks
Charlah

From: John Bradshaw [mailto:John.Bradshaw@co.travis.tx.us]
Sent: Tuesday, September 29, 2009 3:11 PM
To: LOVE, CHARLAH
Subject: Re: ICSQ Pages 7-12

Charlah,

Attachments #II-70, 76, 78

Travis County

II-70

The Associate Accountant prints out an Event List from the IMPACT database showing the Title IV-E eligible clients.

II-76

The Travis County Auditor reviews all expenditures before claims are sent to DFPS.

II-78

The Associate Accountant checks each client's name against the IMPACT database maintained at DFPS to determine eligibility. The Associate Accountant also requests a Title IV-E report from DFPS each month.

Chapter 5: Purchasing Process, Policy, Roles and Responsibilities**Purchasing Process**

The general purchasing process as outlined in Exhibit 3 contains several stages with responsibilities that are often designated by statute. It begins with requirements planning and identification and culminates with the receipt of and payment for goods and services.

Exhibit 3: Purchasing Process

Step	Performed By:
Identify requirements and obtain budget	User Department ("Department") (Purchasing Office may assist)
Define/finalize requirements	Department and Purchasing Office
Submit electronic requisition outlining requirements to Purchasing	Department
Solicit, advertise, and generate Purchase Orders and Contracts from requisition and send to vendor	Purchasing
Deliver good/service as outlined in contract and submit invoice	Vendor
Receive good/service and verify completeness against contract	Department (Purchasing Office coordinates, especially for fixed assets)
Electronically receive item in H.T.E. system and submit original invoice to Auditor's Office	Department
Match received amount with invoice and audit	Auditor
Submit payment claim to Commissioners Court for approval	Auditor
Approve payment of claim	Commissioners Court
Disburse payment of claim	County Treasurer

User Do's and Don'ts

Coordination among many County departments and Offices is necessary for the process to work smoothly. To avoid delays and comply with County policy and state law, user departments should remember the following:

- **Do not authorize the purchase of any goods or services.**
- **Do not purchase any goods or services for your own personal benefit.**
- **Do not obligate the purchase of goods that are delivered for use on a trial basis.**
- **Do not commit to acquire goods or services without an authorized purchase order.** Anyone obligating an expenditure of funds for goods or services before securing a purchase order may be held personally responsible for the payment.
- **Adhere to the County Purchasing Code of Ethics and avoid activities and behaviors that are unethical or create a conflict of interest or the perception of a conflict of interest.** Examples of activities that are inappropriate include:
 - soliciting or accepting gratuities of any kind from present or potential contractors which might influence or appear to influence a purchasing decision;
 - failing to disclose in writing to the Purchasing Agent a conflict of interest and not removing yourself from the procurement process when there is a conflict; and
 - disclosing confidential proprietary information from solicitations to other vendors or using the information for personal gain.

1 of 2
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Purchasing Policy and Procedures Manual

Competitively Solicited Purchases Exceeding \$25,000

Exhibit 6: Procurement Methods

Procurement Method	Use When	Advantages	Disadvantages
Competitive Bids (Invitation for Bids)	Adequate competition exists. The product or service is available from more than one source.	Award process is simpler. Award is made to the lowest responsive, responsible bidder providing the best value to the County.	Defined specifications may be difficult to develop. Does not encourage innovative solutions.
Competitive Proposals (Request for Proposals, Request for Offer)	When factors other than price are evaluated. When negotiations are desired. Vendor is expected to provide innovative ideas.	Allow factors other than price to be considered. Allows for customized proposals suggesting different approaches to the same business need. Allows for negotiations in order to obtain the best value for the County.	RFPs can only be used for high technology goods and services, landscape maintenance, travel management and recycling. Lead times for procurement may be greater. Evaluations are more complex and subjective.
Request for Information	There is insufficient information to write specifications for any procurement method.	Provides information to prepare a complete bid or proposal document. Allows the business community to have input into the solicitation document based on current industry practices and market factors. Informs County of any potential problems early in the procurement.	Lengthens the procurement process.
Request for Qualification [This method is required by statute (e.g. Professional Services)]	Selection is made solely on the skills and qualifications of the contractor. Price is not a factor until after a vendor is selected.	Emphasizes the competency of the proposed contractors	Contractor is selected before price is negotiated.

Certifications (Governmental Entities)

Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

A. Certification Regarding Lobbying. State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.
4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

B. Drug-Free Workplace Certification.

Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about --
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);
- 4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

Certifications (Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --

a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7) Making a good faith effort to continue to maintain a drug-free workplace.

C. Anti-Trust Certification. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

As the duly authorized representative of the Potential Contractor, I hereby certify that Potential Contractor will comply with the above certifications.

Samuel T. Biscoe	BY:
Printed Name of Authorized Representative	Signature of Authorized Representative
Travis County Judge	
Title of Authorized Representative	Date
Travis County	23380186
Legal Name of Potential Contractor	Procurement or Contract Number

Last Updated 10-15-09 at 2:31pm

ATTENTION:

- **All Contractors/Potential Contractors are required to fill out and submit this form.**
 - Corporations may fill out Section A or Section B.
 - All other entities, including, but not limited to, sole proprietorships, partnerships, and governmental entities must fill out Section B.

SECTION A:

STATE OF _____, COUNTY OF _____

On the _____ day of _____, _____, at a meeting of the Board of Directors of _____, a Corporation, held in the City of _____, _____ County, with a quorum of the Directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize _____ and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Texas Department of Family and Protective Services, and to execute the contract or contracts on behalf of the Corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, or renew the contract.

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of _____ held on the _____ day of _____, _____.

Secretary

Subscribed and sworn before me, _____, a Notary Public for the County of _____, on the _____ day of _____, _____.

Notary Public

County of Notary Public

State of Notary Public

The Contractor/Potential Contractor shall either attach a document or letter designating Contractor's/Potential Contractor's signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

☒ Signature used below is the **only** signature authority for the Contractor/Potential Contractor

The Contractor/Potential Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor/Potential Contractor verifies that the attached document or signature below is a complete, true, and correct representation of sign authority.

Signature of Authorized Representative

Date _____

23380186
Contract or Procurement Number

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Budget for Title IV-E County Contract

Summary		
County:	Travis County (CWB)	
Contract No.:	23380186	
Contract Period:	10/1/09-9/30/2010	
Cost Category	Amount	Total
A. Administration		
A.1. Direct Personnel Salaries	\$36,795.07	
A.2. Direct Personnel Fringe Benefits	\$11,048.20	
A.3. Direct Personnel Travel	\$528.00	
A.4. Direct Material & Supplies	\$0.00	
A.5. Direct Equipment (Rent/Lease/Purchase)	\$0.00	
A.6. Direct Other Costs	\$0.00	
Total Administration		\$48,371.27
B. Training		
Total Training		\$0.00
C. Supplemental Foster Care Maintenance Costs		
Total Supplemental Foster Care Maintenance		\$114,000.00
Grand Total (Includes Administration, Training, and Maintenance)		\$162,371.27

Contractor Certification**BY:**

Signature

Date

Samuel T. Biscoe, Travis County Judge

Printed Name & Title

Texas Dept. of Family and
Protective Services**Budget for Title IV-E County Contract**Form 2030ive
June 2009

Administration					
A.1. Direct Personnel Salaries					
County:	Travis County (CWB)				
Contract No.:	23380186				
Contract Period:	10/1/09-9/30/2010				
Position or Title	A No. of Positions or Titles	B Avg. Monthly Salary per Position	C % of Time on IV-E Contract	D No. of Months of Service	E Total Ax BxCxD
Accountant Associate	1	\$3,066.26	75%	12	\$27,596.34
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Direct Personnel Salaries					\$27,596.34

Note: Please refer to instructions.

There is one Accountant Associate who handles all voucher requests from the Child Welfare Board and prepares the quarterly Title IV-E billings. This person spends approximately 130 hours each month on these activities. This works out to be 75% of this person's time. Time sheets are completed twice a month and are available for review.

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Budget for Title IV-E County Contract

Administration	
A.2. Direct Personnel Fringe Benefits	
County:	Travis County (CWB)
Contract No.:	23380186
Contract Period:	10/1/09-9/30/2010
Type of Fringe Benefits	Total
FICA ($\$3,066.26 \times 12 \text{ mos} \times .062 \times .75$)	\$1,710.97
Hospitalization ($\$629 \text{ per month} \times 12 \text{ months} \times .75$)	\$5,661.00
Life Insurance ($\$7.25 \text{ per month} \times 12 \text{ months} \times .75$)	\$65.25
Retirement ($\$3,066.26 \times 12 \text{ mos} \times .1144 \times .75$)	\$3,157.02
Workers Compensation ($\$3,066.26 \times 12 \text{ mos} \times .75 \times .0026 \times .75$)	\$53.81
Medicare ($\$3,066.26 \times 12 \text{ mos} \times .0145 \times .75$)	\$400.15
Total Direct Personnel Fringe Benefits	\$11,048.20

Note: Please refer to instructions.

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Contract

Form 2030IVE
June 2009

Administration	
A.3. Direct Personnel Travel	
County:	Travis County (CWB)
Contract No.:	23380186
Contract Period:	10/1/09-9/30/2010
Type of Travel Expense	Total
Note: Only include travel NOT related to personnel training	
Travel to and from TDFPS Office (80 miles per month x 12 months x .55 cents)	\$528.00
Total Direct Personnel Travel	\$528.00

Note: Please refer to instructions.

Form 2030NE
June 2009

Note: Please refer to instructions.

Form 2030IVE
June 2009

Note: Please refer to instructions.

Form 2030IVE
June 2009

Note: Please refer to instructions.

Texas Dept. of Family
and Protective Services**Budget for Title IV-E County Contract**Form 2030IVE
June 2009

B. Training										
County:	Travis County (CWB)									
Contract No.:	23380186									
Contract Period:	10/1/09-9/30/2010									
Training	How Provided?	IV-E Related Topic	Registration	Mileage	Meals	Transportation	Lodging	Subtotal	# of Employees Attending	Total
Provide Description and Title	internal, external, conference, etc.	How related to IV-E?						\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
									Total Training	\$0.00

Note: Please refer to instructions.

52

Budget for Title IV-E County Contract

C. Supplemental Foster Care Maintenance (N/A for County Legal Service Contracts)	
County:	Travis County (CWB)
Contract No.:	23380186
Contract Period:	10/1/09-9/30/2010
Foster Care Maintenance (IV-E eligible child specific costs)	Total
Allowances	
Clothing	\$82,000.00
Day Care (limited)	
Gifts	\$21,000.00
Graduation Expenses	
Personal Items	
School Supplies	\$11,000.00
Reasonable Child Specific Travel	
Other	
Total Child Care	\$114,000.00

Note: Please refer to instructions.

8

Travis County Commissioners Court Agenda Request

Voting Session October 20, 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 \$506,983.79, for the period of October 2, 2009 to October 8, 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)

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 20, 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: October 2, 2009 to October 8, 2009

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$506,983.79

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 \$506,983.79.

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
OCTOBER 2, 2009 TO OCTOBER 8, 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.

DATE: October 20, 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: October 2, 2009
TO: October 8, 2009

REIMBURSEMENT REQUESTED: \$ 506,983.79

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,324,555.78
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 13, 2009	\$ (817,572.16)
Adjust to balance per UHC	\$ -
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 506,983.79
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 506,983.79

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

All claims over \$25,000 (2 this week totaling \$84,160.90) 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 (\$65,251.22) 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 \$7,229.16.

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 10-12-09
Dan Mansour, Risk Manager Date

Cindy Purinton 10-12-09
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 10/12/09
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.

**PLACE HOLDER FOR
PAID CLAIMS VS WEEKLY CLAIMS BUDGET CHART**

**THIS IS THE FIRST WEEK OF FY10 DATA
THE CHART WILL BE ADDED NEXT WEEK**

**PLEASE NOTE:
THE WEEKLY CLAIMS BUDGET INCREASED FROM
\$708314.75 (FY09)
TO
\$734,980.88 (FY10)**

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

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	84160.9
	Paid and Budgeted Claims - to date	\$ 506,983.79	\$ 506,983.79		
	Amount Under Budget		\$ (227,997.09)		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

Last Updated 10-15-09 at 2:31pm

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 10/9/2009 4:25 AM
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-10-09 **REQUEST AMOUNT:** \$1,324,555.78

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 0475012038 **ABA NUMBER:** 021000021
FUNDING **ADVICE FREQUENCY:** DAILY
FREQUENCY: FRIDAY **INITIATOR:** CUST **METHOD:** ACH **BASIS:** BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-10-08	\$793,340.18
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,145,377.82</u>
+ CURRENT DAY NET CHARGE:	\$179,177.96
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$1,324,555.78</u>

ACTIVITY FOR WORK DAY: 2009-10-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$49,842.98	\$00.00	\$49,842.98
5972	\$12.64	\$00.00	\$12.64
TOTAL:	\$49,855.62	\$00.00	\$49,855.62

ACTIVITY FOR WORK DAY: 2009-10-05

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$107,031.66	\$03.04	\$107,034.70

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_10_08

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-13.8	RA	84227445	AI	17	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-14.37	RA	84227444	AI	17	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-15.93	RA	84226326	AI	17	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-15.93	RA	84226324	AI	17	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-34.2	RC	59354771	AH	6	6/8/2009	50	10/6/2009	10/8/2009
701254	632	-34.52	NN	SSN0000C	AL	0	9/29/2009	600	10/5/2009	10/8/2009
701254	632	-38.06	RA	84226322	AI	17	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-54.4	RB	76030291	AE	9	4/16/2009	50	10/8/2009	10/8/2009
701254	632	-57.63	RB	30737902	AA	5	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-69.8	UV	24806192	AI	3	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-74.76	NN	SSN0000C	AL	0	9/29/2009	600	10/5/2009	10/8/2009
701254	632	-103.5	UX	59904452	AH	1	7/10/2009	50	10/5/2009	10/8/2009
701254	632	-212.24	Q7	11096304	AH	1	10/2/2009	50	10/9/2009	10/8/2009
701254	632	-229.43	RC	48798611	AI	2	9/30/2009	50	10/6/2009	10/8/2009
701254	632	-472.32	RD	3061881	AI	3	7/1/2009	50	10/8/2009	10/8/2009
701254	632	-508	RD	26095501	AH	9	10/3/2009	50	10/9/2009	10/8/2009
701254	632	-1140	UW	84942181	AA	6	3/27/2009	50	10/5/2009	10/8/2009
701254	632	-1741.6	NN	SSN0000C	AL	0	10/1/2009	600	10/7/2009	10/8/2009
701254	632	-2369.15	NN	SSN0000C	AL	0	9/30/2009	600	10/6/2009	10/8/2009

506,983.79

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 10/08/2009

<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>
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Total: \$0.00

0

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/8/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	51,930.98
	RR	
	526-1145-522.45-29	5,703.90
Total CEPO		\$57,634.88
EPO		
	EE	
	526-1145-522.45-20	130,581.44
	RR	
	526-1145-522.45-21	7,542.72
Total EPO		\$138,124.16
PPO		
	EE	
	526-1145-522.45-25	298,496.24
	RR	
	526-1145-522.45-26	12,728.51
Total PPO		\$311,224.75
Grand Total		\$506,983.79

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Travis County Commissioners Court Agenda Request

Voting Session 10/20/09
(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

October 20, 2009

ITEM # :

DATE: October 9, 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 *TLO/g*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

FY 10 Temporary Slot Extensions – Pages 6 - 22.

Approval requested to **extend** temporary slot end dates effective October 1, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 10 funding.

- * Temporary employees "02" (less than 6 months).
- * Project workers "05" (more than 6 months, includes Retirement Benefits).
- * Seasonal employees "06".

FY 10 Temporary Slot Conversion – Page 10.

Approval requested to **convert** temporary slot from temporary employee (less than 6 months) to project worker (more than 6 months, includes Retirement Benefits). PBO has confirmed FY 10 funding.

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
County Atty	16	Attorney VII	29 / \$87,550.00	29 / \$87,550.00
County Atty	55	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Atty	144	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Atty	149	Attorney VII	29 / Level 7 / \$105,372.80	29 / Level 7 / \$105,372.80
County Atty	154	Legal Secretary	15 / Minimum / \$33,764.43	15 / Minimum / \$33,764.43
County Clerk	30	Court Clerk I	13 / Level 3 / \$32,156.80	13 / Level 3 / \$32,156.80
County Clerk	31	Court Clerk I	13 / Level 3 / \$32,156.80	13 / Level 3 / \$32,156.80
Juvenile Probation	259	Juvenile Probation Ofcr III	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00
Juvenile Probation	579	Juvenile Detention Ofcr I**	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Juvenile Probation	612	Juvenile Res Trt Ofcr I**	12 / Level 5 / \$31,699.20	12 / Level 5 / \$31,699.20
Sheriff	191	Counselor Sr	16 / Minimum / \$36,121.07	16 / Minimum / \$36,121.07
Sheriff	1631	Security Coord	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Sheriff	1647	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
Sheriff	1769	Security Coord	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
TCCES	30	Chem Dependency Counselor	15 / Level 2 / \$35,796.80	15 / Level 2 / \$35,796.80
* Temporary to Regular			** Actual vs Authorized	

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TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20013	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20016	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20414	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20592	Office Asst	8 / \$10.45	8 / \$10.45	02
County Clerk	23253	Elec Clk – Operations Clk IV	14 / \$16.00	14 / \$16.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 20441 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	County Clerk	Slot 23038 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 1	Slot 4 / Office Manager Sr / Grd 21 / \$52,970.62	Constable 1	Slot 4 / Office Manager Sr / Grd 21 / \$54,025.00	Salary adjustment. Pay is between min and midpoint of pay grade.
HRMD	Slot 8 / Human Resources Spec Sr / Grd 22 / \$74,634.79	HRMD	Slot 8 / Human Resources Spec Sr / Grd 22 / \$74,634.79	Travis County Code § 10.03012 - Temporary assignment. Department requests an extension for an additional 60 days to end on or before 11/30/09.
* 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
Juvenile Probation	Slot 453 / Counselor Sr / Grd 16 / Part-time \$19,167.20	Juvenile Probation	Slot 562 / Counselor Sr / Grd 16 / Full-time \$38,334.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from part-time to full-time (20 hrs to 40 hrs). Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 562 / Counselor Sr / Grd 16 / Full-time \$39,084.47	Juvenile Probation	Slot 453 / Counselor Sr / Grd 16 / Part-time \$19,542.24	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from full-time to part-time (40 hrs to 20 hrs). Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 582 / Social Svcs Prgm Coord / Grd 17 / \$57,973.34	Juvenile Probation	Slot 383 / Social Svcs Prgm Coord / Grd 17 / \$57,973.34	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 583 / Counselor Sr* / Grd 16 / \$38,292.80	Juvenile Probation	Slot 450 / Counselor Sr / Grd 16 / \$38,292.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 584 / Office Specialist / Grd 10 / \$26,953.01	Juvenile Probation	Slot 364 / Office Specialist / Grd 10 / \$26,953.01	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 202 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	Sheriff	Slot 356 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 356 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$61,081.07	Sheriff	Slot 1805 / Detective Law Enforcement / Grd 75 / \$74,860.03	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 453 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 186 / Deputy Sheriff Law Enforcement* / Grd 72 / \$58,840.08	Voluntary job change. Peace Officer Pay Scale (POPS).
Sheriff	Slot 596 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	Sheriff	Slot 1504 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 867 / Sergeant Certified Peace Ofcr / Grd 88 / \$80,118.06	Sheriff	Slot 1813 / Sergeant Corrections / Grd 88 / \$80,118.06	POPS lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 1504 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$57,961.90	Sheriff	Slot 1806 / Detective Law Enforcement / Grd 75 / \$72,686.02	Promotion. Peace Officer Pay Scale (POPS).
* Actual vs Authorized				

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FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20006, 20012, 20013, 20014, 20018, 20019, 20021, 20024, 20025, 20068, 20073, 20076, 20077, 20078, 20081, 20085, 20086, 20087, 20088, 20092, 20096, 20097, 20099, 20100, 20101, 20102, 20103, 20104, 20105, 20106, 20107, 20108, 20109, 20110, 20111, 20112, 20113, 20114, 20116, 20117, 20118, 20119, 20124, 20126, 20129, 20151, 20152, 20153, 20155, 20156, 20161, 20162, 20165, 20167, 20169, 20170, 20171, 20180, 20181, 20182, 20184, 20185, 20186, 20187, 20188, 20192, 20193, 20198, 20199, 20200, 20203, 20204, 20205, 20207, 20209, 20210, 20211, 20213, 20215, 20216, 20217, 20219, 20221, 20223, 20226, 20227, 20233, 20234, 20235, 20237, 20238, 20240, 20241, 20250, 20251, 20252, 20253, 20254, 20255, 20256, 20257, 20258, 20261, 20262, 20263, 20264, 20267, 20268, 20269, 20270, 20271, 20276, 20277, 20279, 20280, 20282, 20283, 20286, 20287, 20288, 20289, 20290, 20292, 20293, 20294, 20295, 20296, 20297, 20298, 20300, 20301, 20303, 20304, 20305, 20307, 20310, 20312, 20315, 20316, 20317,	Elec Clk-Erly Vting Clk

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20319, 20321, 20322, 20325, 20326, 20327, 20332, 20333, 20335, 20337, 20338, 20339, 20340, 20342, 20343, 20344, 20345, 20346, 20348, 20349, 20350, 20351, 20352, 20353, 20354, 20355, 20357, 20358, 20359, 20360, 20361, 20437, 20447, 20448, 20450, 20451, 20453, 20455, 20456, 20457, 20458, 20460, 20461, 20462, 20463, 20464, 20465, 20467, 20469, 20479, 20481, 20482, 20486, 20489, 20492, 20494, 20495, 20498, 20504, 20505, 20507, 20510, 20511, 20512, 20514, 20515, 20516, 20517, 20521, 20523, 20524, 20525, 20527, 20528, 20529, 20530, 20532, 20534, 20535, 20537, 20538, 20539, 20542, 20550, 20551, 20552, 20553, 20554, 20555, 20556, 20557, 20559, 20560, 20562, 20563, 20564, 20565, 20567, 20568, 20578, 20580, 20582, 20595, 20596, 20598, 20599, 20600, 20601, 20604, 20605, 20606, 20607, 20610, 20611, 20612, 20614, 20615, 20616, 20617, 20618, 20620, 20622, 20624, 20625, 20629, 20630, 20633, 20635, 20636, 20637, 20638, 20639, 20640, 20641, 20642, 20644, 20645, 20647, 23015, 23016,	Elec Clk-Erly Vting Clk

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	23074, 23079, 23081, 23083, 23085, 23088, 23089, 23090, 23091, 23092, 23093, 23096, 23097, 23098, 23099, 23100, 23102, 23103, 23105, 23106, 23107, 23108, 23109, 23110, 23111, 23113, 23114, 23115, 23116, 23117, 23118, 23119, 23120, 23121, 23123, 23125, 23126, 23128, 23131, 23132, 23133, 23134, 23135, 23136, 23137, 23138, 23139, 23142, 23143, 23144, 23147, 23148, 23149, 23150, 23151, 23152, 23153, 23154, 23156, 23157, 23158, 23159, 23160, 23161, 23162, 23163, 23164, 23165, 23166, 23169, 23170, 23174, 23175, 23177, 23178, 23180, 23181, 23182, 23183, 23184, 23185, 23186, 23187, 23188, 23189, 23191, 23192, 23193, 23194, 23196, 23197, 23198, 23199, 23201, 23202, 23203, 23204, 23205, 23206, 23207, 23208, 23209, 23210, 23211, 23212, 23213, 23214, 23215, 23217	Elec Clk-Erly Vting Clk
County Clerk	20366, 20368, 20369, 20370, 20373, 20374, 20377, 20378, 20379, 20380, 20381, 20382, 20383, 20384, 20385, 20388, 20389, 20390, 20391, 20392,	Elec Clk-Erly Vting Deputy

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	20394, 20397, 20398, 20400, 20401, 20402, 20403, 20405, 20407, 20413, 20475, 20485, 20487, 20488, 20501, 20508, 20520, 20653, 23014, 23019, 23020, 23021, 23025, 23026, 23027, 23028, 23029, 23030, 23031, 23033, 23042, 23043, 23044, 23045, 23046, 23049, 23051, 23052, 23053, 23055, 23059, 23066, 23067, 23068, 23069, 23070, 23072, 23075, 23077	Elec Clk-Erly Vting Deputy
County Clerk	20053, 20054, 20055, 20058, 20060, 20157, 20160, 20313, 20314, 20330, 20411, 20412, 20414, 20419, 20422, 20424, 20426, 20427, 20428, 20429, 20431, 20433, 20434, 20435, 20436, 20446, 20454, 20484, 20493, 20571, 20574, 20575, 20602, 20656, 20659, 20661, 20665, 23071, 23073, 23076, 23078, 23229, 23230	Elec Clk-Operations Clk II
County Clerk	20094, 20189, 20190, 20222, 20239, 20259, 20285, 20291, 20522, 20531, 20540, 20579, 20631, 23018, 23037, 23038, 23039, 23041, 23058, 23060, 23064, 23065, 23101, 23167, 23173, 23190, 23234, 23235, 23236, 23240, 23241, 23242, 23244, 23246, 23249, 23250, 23251, 23254, 23261, 23262,	Elec Clk-Operations Clk III

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS

Department	Slot	Actual Position Title
County Clerk	23263, 23265, 23266, 23267, 23269, 23270, 23272, 23275, 23276, 23279, 23280, 23282, 23283, 23284, 23286, 23288, 23289, 23292, 23293	Elec Clk-Operations Clk III
County Clerk	20440, 20441, 20442, 20444, 23253	Elec Clk-Operations Clk IV
County Clerk	20592	Office Asst
Facilities Management	20010, 20026, 20027, 20068	Custodian
Facilities Management	20072	Engineering Spec

FY 10 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"

Department	Slot	Actual Position Title
Facilities Management	50084	Custodian

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" STATUS

Department	Slot	Actual Position Title
County Clerk	50123	Commissioners Court Spec
County Clerk	50060	Court Clerk Asst
County Clerk	50006, 50066	Elec Clk-Operations Clk IV
County Clerk	50050, 50051, 50052, 50053, 50054, 50055, 50056, 50057, 50058, 50059, 50065, 50224, 50590, 50591, 53005	Office Asst

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	90011, 90021, 90034, 90041, 90050, 90058, 90065, 90066, 90082, 90084, 90088, 90097, 90098, 90101, 90103, 90105, 90112, 90118, 90121, 90136, 90138, 90139, 90140, 90150, 90179, 90191, 90192, 90198, 90200, 90217, 90226, 90233, 90234, 90242, 90244, 90245, 90257, 90258, 90260, 90262, 90267, 90268, 90282, 90284, 90305, 90309, 90373, 90389, 90457, 90472, 90475, 90476, 90484, 90485, 90486, 90490, 90500, 90503, 90507, 90510, 90517, 90520, 90522, 90527, 90532, 90535, 90537, 90540, 90546, 90557, 90560, 90570, 90582, 90618, 90739, 90812, 90829, 90832, 90838, 90866, 90873, 90882, 90887, 90893, 90894, 90900, 90905, 90915, 90917, 90931, 90932, 90935, 90940, 90942, 90943, 90949, 90952, 90954, 90966, 90971, 90976, 90988, 90997, 91006, 91009, 91016, 91018, 91020, 91022, 91031, 91032, 91042, 91062, 91063, 91067, 91077, 91078, 91093, 91103, 91115, 91133, 91160, 91163, 91169, 91180, 91185, 91190, 91193, 91198, 91200, 91202, 91206, 91210, 91211, 91212, 91217, 91221, 91228, 91229, 91230,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	91233, 91235, 91237, 91240, 91241, 91244, 91247, 91274, 91280, 91287, 91291, 91299, 91301, 91303, 91304, 91305, 91307, 91308, 91313, 91314, 91318, 91321, 91326, 91328, 91329, 91331, 91333, 91334, 91335, 91336, 91338, 91339, 91340, 91341, 91343, 91344, 91345, 91346, 91347, 91348, 91349, 91350, 91352, 91356, 91357, 91358, 91362, 91363, 91364, 91365, 91367, 91368, 91369, 91370, 91373, 91374, 91376, 91377, 91378, 91379, 91382, 91383, 91385, 91386, 91387, 91390, 91391, 91392, 91393, 91395, 91400, 91401, 91403, 91404, 91405, 91409, 91413, 91414, 91415, 91417, 91421, 91422, 91423, 91424, 91428, 91429, 91430, 91432, 91433, 91435, 91436, 91437, 91438, 91439, 91441, 91442, 91443, 91444, 91447, 91449, 91451, 91452, 91453, 91455, 91456, 91458, 91459, 91464, 91466, 91467, 91468, 91469, 91470, 91472, 91474, 91476, 91477, 91479, 91484, 91485, 91487, 91488, 91490, 91491, 91493, 91496, 91497, 91498, 91499, 91500, 91501, 91502, 91503, 91504, 91507, 91509, 91510, 91512, 91513, 91515,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	91516, 91519, 91521, 91522, 91526, 91527, 91529, 91530, 91531, 91532, 91533, 91534, 91535, 91537, 91538, 91539, 91540, 91541, 91543, 91544, 91545, 91546, 91548, 91550, 91553, 91556, 91557, 91559, 91561, 91563, 91564, 91565, 91567, 91569, 91573, 91575, 91576, 91578, 91582, 91583, 91584, 91585, 91586, 91587, 91590, 91591, 91593, 91594, 91595, 91596, 91597, 91598, 91599, 91600, 91601, 91604, 91605, 91606, 91608, 91609, 91612, 91613, 91614, 91615, 91619, 91620, 91621, 91623, 91624, 91625, 91626, 91627, 91629, 91630, 91631, 91633, 91634, 91635, 91636, 91638, 91639, 91640, 91641, 91642, 91643, 91644, 91645, 91646, 91647, 91648, 91650, 91652, 91654, 91655, 91656, 91658, 91660, 91662, 91663, 91664, 91665, 91666, 91667, 91668, 91669, 91670, 91672, 91674, 91675, 91679, 91680, 91683, 91684, 91685, 91686, 91687, 91688, 91689, 91691, 91693, 91695, 91696, 91697, 91698, 91699, 91700, 91701, 91702, 91703, 91704, 91705, 91706, 91707, 91708, 91709, 91710, 91711, 91712, 91713, 91715,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	91717, 91718, 91720, 91721, 91722, 91724, 91725, 91726, 91728, 91729, 91730, 91731, 91732, 91733, 91734, 91735, 91736, 91737, 91740, 91741, 91742, 91743, 91744, 91745, 91746, 91747, 91748, 91751, 91752, 91753, 91756, 91757, 91758, 91759, 91760, 91763, 91764, 91765, 91767, 91769, 91770, 91773, 91775, 91776, 91777, 91779, 91782, 91785, 91786, 91788, 91789, 91792, 91793, 91794, 91795, 91796, 91798, 91799, 91801, 91802, 91803, 91806, 91807, 91809, 91810, 91812, 91813, 91814, 91815, 91816, 91817, 91818, 91819, 91820, 91821, 91822, 91824, 91825, 91827, 91829, 91832, 91833, 91836, 91837, 91840, 91842, 91843, 91844, 91845, 91846, 91847, 91848, 91849, 91850, 91851, 91852, 91853, 91855, 91856, 91857, 91860, 91861, 91862, 91864, 91865, 91866, 91867, 91870, 91871, 91872, 91873, 91874, 91875, 91876, 91877, 91878, 91879, 91880, 91881, 91884, 91885, 91886, 91887, 91888, 91889, 91891, 91892, 91893, 91894, 91895, 91896, 91897, 91898, 91899, 91901, 91902, 91904, 91906, 91908, 91909,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	91910, 91911, 91913, 91915, 91917, 91918, 91920, 91922, 91924, 91928, 91930, 91931, 91932, 91933, 91934, 91936, 91938, 91939, 91940, 91941, 91944, 91945, 91946, 91947, 91948, 91950, 91952, 91954, 91955, 91956, 91957, 91958, 91959, 91960, 91961, 91962, 91963, 91964, 91965, 91966, 91967, 91968, 91969, 91970, 91971, 91972, 91974, 91975, 91977, 91978, 91980, 91982, 91983, 91984, 91985, 91986, 91987, 91989, 91990, 91991, 91992, 91993, 91994, 91995, 91997, 91998, 91999, 92000, 92001, 92006, 92007, 92008, 92009, 92011, 92012, 92013, 92014, 92015, 92018, 92022, 92023, 92024, 92025, 92027, 92028, 92030, 92031, 92033, 92034, 92036, 92037, 92038, 92039, 92040, 92041, 92042, 92043, 92044, 92047, 92050, 92051, 92052, 92054, 92055, 92057, 92059, 92061, 92062, 92063, 92065, 92067, 92068, 92069, 92070, 92071, 92073, 92074, 92075, 92076, 92078, 92079, 92082, 92083, 92084, 92085, 92086, 92087, 92088, 92089, 92090, 92091, 92093, 92094, 92095, 92097, 92098, 92100, 92101, 92286, 92288,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	92289, 92290, 92291, 92292, 92294, 92295, 92296, 92298, 92299, 92300, 92301, 92302, 92303, 92304, 92305, 92308, 92309, 92311, 92312, 92314, 92315, 92317, 92321, 92322, 92323, 92325, 92326, 92327, 92328, 92329, 92330, 92331, 92332, 92333, 92334, 92335, 92336, 92337, 92338, 92339, 92340, 92342, 92344, 92345, 92347, 92349, 92350, 92351, 92352, 92354, 92358, 92359, 92360, 92362, 92364, 92365, 92372, 92373, 92374, 92375, 92376, 92377, 92379, 92381, 92382, 92383, 92384, 92387, 92388, 92389, 92390, 92391, 92392, 92393, 92394, 92395, 92396, 92397, 92398, 92399, 92400, 92401, 92402, 92403, 92404, 92405, 92406, 92407, 92408, 92409, 92410, 92411, 92413, 92414, 92415, 92416, 92418, 92419, 92420, 92421, 92422, 92423, 92424, 92425, 92426, 92427, 92428, 92429, 92430, 92432, 92433, 92434, 92435, 92437, 92438, 92439, 92440, 92441, 92442, 92443, 92446, 92447, 92448, 92449, 92450, 92451, 92452, 92453, 92454, 92455, 92456, 92457, 92458, 92459, 92460, 92461, 92462, 92463, 92464, 92465,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	92466, 92467, 92468, 92469, 92470, 92471, 92472, 92473, 92474, 92475, 92477, 92478, 92479, 92481, 92482, 92483, 92484, 92485, 92486, 92488, 92489, 92490, 92491, 92492, 92493, 92494, 92495, 92496, 92497, 92498, 92499, 92500, 92501, 92503, 92504, 92505, 92506, 92507, 92508, 92509, 92510, 92511, 92512, 92513, 92514, 92515, 92516, 92517, 92518, 92519, 92520, 92521, 92522, 92523, 92524, 92525, 92526, 92527, 92528, 92529, 92530, 92531, 92532, 92533, 92534, 92535, 92536, 92537, 92538, 92539, 92540, 92541, 92542, 92543, 92544, 92545, 92546, 92547, 92548, 92549, 92550, 92551, 92552, 92555, 92556, 92557, 92558, 92559, 92560, 92561, 92562, 92563, 92565, 92567, 92568, 92569, 92570, 92571, 92572, 92573, 92574, 92575, 92576, 92577, 92578, 92579, 92580, 92581, 92582, 92583, 92584, 92585, 92586, 92588, 92589, 92590, 92591, 92592, 92593, 92594, 92595, 92597, 92598, 92599, 92600, 92602, 92603, 92604, 92605, 92606, 92607, 92608, 92609, 92610, 92611, 92612, 92613, 92614, 92615, 92616,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	92617, 92618, 92619, 92620, 92621, 92622, 92623, 92624, 92625, 92627, 92628, 92630, 92631, 92632, 92633, 92634, 92635, 92637, 92638, 92639,	Elec Clk-Elc Wk Other
	92640, 92641, 92642, 92643, 92644, 92645, 92646, 92649, 92650, 92651, 92652, 92653, 92654, 92657, 92658, 92659, 92660, 92661, 92662, 92663,	
	92664, 92665, 92666, 92667, 92670, 92671, 92673, 92674, 92675, 92676, 92677, 92678, 92679, 92680, 92681, 92682,	
	92683, 92684, 92685, 92687, 92688, 92689, 92690, 92692, 92693, 92694, 92695, 92696, 92697, 92698, 92699, 92700, 92701, 92702, 92703, 92704, 92705, 92706, 92708, 92709,	
	92710, 92711, 92712, 92713, 92714, 92715, 92716, 92717, 92718, 92719, 92720, 92722, 92723, 92724, 92725, 92726, 92727, 92729, 92730, 92731,	
	92732, 92733, 92734, 92735, 92736, 92737, 92738, 92740, 92741, 92742, 92743, 92744, 92745, 92746, 92747, 92749, 92750, 92751, 92752, 92753,	
	92754, 92755, 92756, 92757, 92758, 92759, 92760, 92761, 92762, 92763, 92764, 92765, 92766, 92767, 92768, 92769, 92771, 92772, 92773, 92775,	

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	92776, 92777, 92778, 92779, 92780, 92781, 92782, 92784, 92785, 92786, 92787, 92788, 92791, 92792, 92793, 92794, 92795, 92796, 92797, 92798, 92799, 92800, 92801, 92802, 92803, 92804, 92805, 92807, 92808, 92809, 92810, 92811, 92812, 92813, 92814, 92815, 92816, 92817, 92818, 92819, 92820, 92821, 92822, 92823, 92824, 92825, 92826, 92827, 92828, 92829, 92830, 92831, 92832, 92833, 92834, 92835,	Elec Clk-Elc Wk Other
	92836, 92837, 92838, 92839, 92840, 92841, 92842, 92843, 92844, 92845, 92846, 92847, 92848, 92849, 92850, 92851, 92852, 92853, 92855, 92856, 92857, 92858, 92859, 92860, 92861, 92862, 92864, 92866, 92867, 92868, 92869, 92870, 92871, 92872, 92873, 92874, 92875, 92876, 92877, 92878, 92879, 92880, 92882, 92883, 92884, 92885, 92887, 92888, 92889, 92890, 92891, 92892, 92893, 92894, 92895, 92896, 92897, 92899, 92900, 92901, 92902, 92903, 92904, 92905, 92906, 92907, 92908, 92909, 92910, 92911, 92914, 92915, 92916, 92918, 92920, 92921, 92922, 92923, 92924, 92925, 92926, 92927, 92928, 92929,	

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	92930, 92931, 92932, 92933, 92934, 92935, 92936, 92937, 92938, 92939, 92940, 92941, 92942, 92944, 92945, 92948, 92951, 92952, 92953, 92954,	Elec Clk-Elc Wk Other
	92958, 92959, 92961, 92962, 92963, 92964, 92965, 92967, 92969, 92970, 92971, 92972, 92974, 92977, 92978, 92980, 92982, 92983, 92984, 92985,	
	92987, 92988, 92989, 92990, 92991, 92993, 92994, 92995, 92996, 92997, 92998, 92999,	
	93015, 93016, 93018, 93019, 93020, 93021, 93022, 93024,	
	93025, 93027, 93028, 93029, 93030, 93100, 93103, 93104, 93105, 93106, 93108, 93109, 93110, 93111, 93112, 93113, 93115, 93116, 93117, 93118,	
	93119, 93121, 93122, 93124, 93125, 93126, 93127, 93128, 93129, 93130, 93131, 93133, 93134, 93135, 93136, 93137, 93138, 93139, 93141, 93143,	
	93144, 93147, 93148, 93149, 93150, 93151, 93153, 93154, 93155, 93156, 93157, 93158, 93160, 93161, 93162, 93163, 93164, 93165, 93166, 93167,	
	93168, 93169, 93170, 93171, 93172, 93173, 93174, 93175, 93176, 93178, 93180, 93181, 93182, 93183, 93184, 93185, 93187, 93188, 93189, 93190,	

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	93191, 93192, 93193, 93194, 93195, 93196, 93197, 93198, 93199, 93200, 93201, 93204, 93205, 93206, 93207, 93208, 93210, 93211, 93212, 93213, 93215, 93216, 93217, 93218, 93219, 93220, 93221, 93222, 93223, 93224, 93225, 93230, 93232, 93233, 93238, 93239, 93241, 93244, 93249, 93250, 93252, 93253, 93254, 93257, 93258, 93261, 93263, 93265, 93266, 93267, 93268, 93269, 93277, 93279, 93282, 93287, 93288, 93289, 93291, 93294, 93295, 93297, 93301, 93303, 93304, 93305, 93306, 93310, 93311, 93315, 93316, 93317, 93318, 93319, 93323, 93326, 93328, 93330, 93331, 93333, 93336, 93337, 93338, 93339, 93340, 93341, 93345, 93346, 93347, 93352, 93354, 93359, 93360, 93363, 93365, 93367, 93368, 93369, 93370, 93371, 93372, 93373, 93374, 93376, 93377, 93379, 93381, 93382, 93384, 93388, 93391, 93392, 93393, 93398, 93400, 93401, 93404, 93406, 93407, 93411, 93413, 93416, 93417, 93418, 93419, 93420, 93421, 93425, 93426, 93427, 93428, 93430, 93431, 93433, 93434, 93437, 93441, 93444, 93448, 93450,	Elec Clk-Elc Wk Other

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" STATUS

Department	Slot	Actual Position Title
County Clerk	93452, 93454, 93455, 93472, 93473, 93495, 93523, 93542, 93543, 93585, 93587, 93589, 93590, 93596, 93720, 93738, 93756, 93764, 93772, 93798, 93800, 93811, 93872, 93875, 93884, 93895, 93904, 93907, 93974, 93997, 94004, 94016, 94031, 94093, 94094, 94129, 94136, 94154, 94158, 94163, 94176, 94191, 94500, 94525, 94526, 94533, 94542, 94547, 94554, 94572, 94604, 94612, 94614, 94617, 94626, 94640, 94645, 94662, 94693, 94695, 94701, 94709, 94710, 94711, 94712, 94779	Elec Clk-Elc Wk Other

**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**

RECEIVED
COUNTY JUDGE'S OFFICE #

09 OCT 13 PM 5:00

Travis County Commissioners Court Agenda Request

Voting Session October 20, 2009 Work Session _____
(Date) (Date)

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone #44579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Discuss and take appropriate action regarding:

A. Approval of the Travis County Del Valle Wellness Clinic dedication plaque

B. Request to set November 19, 2009 at 9:30 AM, as the date and time for the grand opening ceremony of the Travis County Wellness Clinic at Del Valle

B. 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:

Dan Mansour, Risk Manager, HRMD 854-9499
Gabriel Stock, AIA, LEED AP, Sr. Architectural Associate, FMD 854-5240

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



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: WELLC-01-09M-4N

File: 101

TO: Members of the Commissioners Court

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

A handwritten signature in blue ink, reading "Roger El Khoury", is written over the "FROM:" line.

DATE: October 12, 2009

SUBJECT: Travis County Del Valle Wellness Clinic
Dedication Plaque and Grand Opening Ceremony

Proposed Motion:

Consider and take appropriate action regarding:

- A. Approval of the Travis County Del Valle Wellness Clinic dedication plaque.
- B. Request to set November 19, 2009 at 9:30 AM, as the date and time for the Grand Opening Ceremony of the Travis County Wellness Clinic at Del Valle

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the dedication plaque layout and description as attached at Exhibit One. This plaque will be permanently displayed at the main entrance to the new Del Valle Wellness Clinic.

The Travis County Del Valle Wellness Clinic project will be substantially completed on October 23, 2009. The new facility is 1,550 square feet and will provide space for the Travis County employee Wellness Clinic. The Wellness Clinic staff plan to start scheduling patients at the end of October.

Risk Management Office is requesting that a Grand Opening and Dedication Ceremony be held Thursday, November 19, 2009 at 9:30 AM. FMD recommends approval.

Budgetary and Fiscal Impact:

None.

Background:

- On December 16, 2008, the Commissioners Court approved the schematic design for the Del Valle Wellness Clinic.
- On April 7, 2009, the Commissioners Court approved the final location for the Clinic.

- On July 28, 2009 the Commissioners Court approved Trimbuilt Construction Inc., a Job-Order Contractor (JOC) with Travis County, to be the General Contractor.
- On October 23, 2009, the project will be completed. The construction duration was under 3 months.

Required Authorizations:

Planning and Budget: N/A

Purchasing: N/A

County Attorney: N/A

Exhibit:

1. Drawing of proposed dedication plaque for the Del Valle Wellness Clinic
2. Photo of the New Wellness Clinic

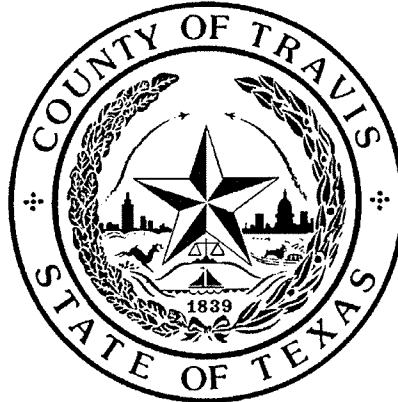
EXHIBIT 1

**TRAVIS COUNTY WELLNESS CLINIC
DEDICATION PLAQUE**

**WELLC-01-09M-4N
OCTOBER 12, 2009**

SIZE: 14" W X 16" H

**MATERIAL: ETCHED SURFACES-NATURAL ALUMINUM COLOR
BACKGROUND-BLACK PAINT**



TRAVIS COUNTY

DEL VALLE WELLNESS CLINIC

**COUNTY JUDGE SAMUEL T. BISCOE
COMMISSIONER RON DAVIS, PRECINCT 1
COMMISSIONER SARAH ECKHARDT, PRECINCT 2
COMMISSIONER KAREN HUBER, PRECINCT 3
COMMISSIONER MARGARET J. GÓMEZ, PRECINCT 4**

**PROJECT MANAGEMENT
TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT**

**ARCHITECT and ENGINEER
ARCHITECT - GABRIEL M. STOCK, AIA, LEED AP
ENGINEER - ROGER A. EL KHOURY, M.S., P.E.**

**GENERAL CONTRACTOR
TRIMBUILT CONSTRUCTION INC.**

DEDICATED NOVEMBER 19, 2009

EXHIBIT 2



TRAVIS COUNTY WELLNESS CLINIC AT DEL VALLE

12 ✓

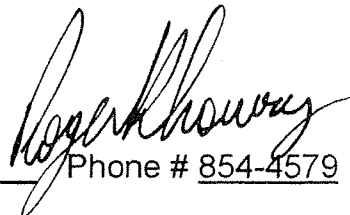
Travis County Commissioners Court Agenda Request

Voting Session October 20, 2009
(Date)

I. Request

A. Request made by:

Roger EL-Khoury, Director, Facilities Management Phone # 854-4579



Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested text:

Discuss and take appropriate action regarding the implementation of the Healthy Workplace Program through Farmhouse Delivery.

C. Approved by:

(Signature of Commissioner or County Judge)

II. Additional Information

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

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 Office (854-9125)**

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 14 PM 2:46



Human Resources Management Department

1010 Lavaca, Second Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-3128

Backup Memorandum

Date: October 12, 2009
To: Members of the Commissioners Court
From: Wellness Committee
Subject: Implement the Healthy Workplace Program through Farmhouse Delivery

Proposed Motion

Discuss and take appropriate action regarding the implementation of the Healthy Workplace Program through Farmhouse Delivery

Summary:

The Healthy Workplace Program, through Farmhouse Delivery, is a program that buys the highest quality of certified organic fruits and vegetables directly from local farmers. Farmhouse Delivery will deliver straight to the workplace in season mixed bushel of 7 - 10 items.

Through the Healthy Workplace program, Travis County employees are offered the "seasonal bushel" at the discounted price of \$35. The delivery contains enough fruits and vegetables for a week for a family of four, or enough for two weeks for a household of two. This equates to less than \$2 per meal per person.

In order to assess ongoing benefits of the Healthy Workplace program, Farmhouse Delivery will design and administer periodic online surveys to determine employee satisfaction, assess quality, and solicit feedback from employees. This is a full-service program provided by Farmhouse Delivery who will manage and implement the program from initial marketing through payment and delivery.

Recommendation:

The Wellness Committee recommendation is to add the Healthy Workplace Program through Farmhouse Delivery as part of our wellness program. Initiating this program into our workforce will help county employees and their families to adopt healthier food choices.

Additional details on the Healthy Workplace Program through Farmhouse Delivery, including a survey to determine the level of interest, will be provided to county employees. See Attachments I and II.

Fiscal Impact:

There is no impact on the county to fund this program. Employees who wish to order produce will be obligated to pay the discount price of \$35 a bushel.

Prevention:

The benefit of having the Healthy Workplace Program through Farmhouse Delivery is to show employees the importance of nutrition by simply making wiser choices that can improve blood pressure, cholesterol, and blood sugar levels and promote weight management. Advantages of weight loss are a decreased likelihood of disease. By initiating this program the county will have healthier employees who are more productive and miss work less often. This will put our employees and their family members' right on track for prevention or progression of chronic disease.

Background:

The Wellness Committee has been researching programs to help our employees live an active and healthy lifestyle by bringing in vendors to help them meet their nutritional and fitness needs. Commissioners Court directed the Travis County Health and Wellness Committee to provide employees with a variety of wellness programs to encourage our workforce to become healthier and more active.

One of the biggest challenges for our employees is finding the time after work to shop for healthier food choices. By bringing farm-fresh produce to the workplace, Farmhouse Delivery removes this barrier and offers employees the benefits of a healthy diet, complete with time-saving recipes, inspiration for eating right, storage tips, and quick-cooking ideas.

Attachments:

I – Outline of the summary for the Healthy Workplace Program through Farmhouse
Deliver

II - Survey for the Healthy Workplace Program through Farmhouse Delivery

FARMHOUSE *delivery*

Healthy Workplace Program

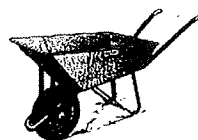
A healthy lifestyle begins with a diet rich in high-quality, fresh, healthy fruits and vegetables. One of the biggest obstacles to a healthy diet is time. Searching out the freshest foods is often time-consuming for busy people. By bringing farm-fresh produce to the workplace, Farmhouse Delivery removes this barrier and offers employees the benefits of a healthy diet, complete with time-saving recipes, inspiration for eating right, storage tips, and quick-cooking ideas. We make it easy by bringing the farm to your workplace!

Farmhouse Delivery buys certified organic and sustainably produced fruits and vegetables directly from local farmers. We choose the best of what's in season to create a mixed "seasonal bushel" of 7-10 items of the highest quality fresh produce, delivered straight to your workplace.

Through our Healthy Workplace Program, employees are offered the "seasonal bushel" at the discounted price of \$35. The delivery contains enough fruits and vegetables for a week for a family of four, or enough for two weeks for a household of two. This equates to less than \$2 per meal per person!

How It Works:

- Employees place orders online through Farmhouse Delivery's secure ordering system by noon on Friday
- Farmhouse Delivery arrives at the workplace at a pre-determined time the following week to distribute orders
- Employees order as frequently as they like—no commitment or subscription required!





Benefits to Employees

- **A Healthy Lifestyle!** Eating more fruits and vegetables is one of the most positive health habits adults and children can have. People who eat more produce as part of a healthy diet have reduced risks of chronic diseases and are more likely to have a healthy body weight.
- **Convenience & Quality of Life**—Most people know they need to eat more fruits and vegetables, but it isn't always the easy choice. Farmhouse Delivery's Healthy Workplace Program makes fresh fruits and vegetables an easy choice for employees.
- **Exceptional Taste and Freshness**—Local food is fresher and tastes better than food shipped long distances. Local food is picked at the height of ripeness, offering you the best of what is in season, and often reaching you within one day of being harvested.
- **Food Safety**—Produce that is harvested and delivered on the same day is handled by only a few people and this greatly reduces the risk of contamination. When purchasing local food, you know exactly where your food was grown.
- **Quality and Variety**—Farmhouse Delivery buys from a variety of area farmers, ensuring employees receive a wider variety and higher quality than purchasing through a single farmer



FARMHOUSE *delivery*

Benefits to Employers

- **A Healthy Workforce!** Healthy employees are more productive employees who miss work less often. Providing your employees with an environment that makes it easy to eat more fruits and vegetables is a great first step to improving the health of your workforce.
- **Convenience and Service**—Farmhouse Delivery hosts and manages secure ordering site, and manages all logistics from ordering through delivery. Farmhouse Delivery is also more than happy to design and implement all surveys in cooperation with the agency/workplace's HR department to gather information on program's benefits to employees as well as to solicit feedback for fine-tuning logistics and process.
- **Employee Morale**—Farmhouse Delivery's Healthy Workplace program is an added benefit to your employees, with the goal of increasing employee health and morale while reducing turnover. By bringing Farm to Work to your worksite, you are telling your employees that you care about them, their health, and the health of their families.
- **Community Support**—When you offer Farmhouse Delivery's Healthy Workplace Program, you are positioning yourself in a positive light in the community. You are supporting local farmers, Increasing quality of life for your employees, protecting the environment, and supporting the local economy as a whole.





FAQ's

What is the Farmhouse Delivery Healthy Workplace Program?

Healthy Workplace is a program of Farmhouse Delivery, Austin's only all-local grocery delivery service, which offers employees the opportunity to receive a fresh basket of local produce delivered right to the workplace every week. Each basket contains 7-10 different items of the freshest produce from local farms, and you can order as often or as seldom as you like.

Why should I take advantage of Farm to Work?

By participating in the Farmhouse Delivery Healthy Workplace program, employees have the convenience of fresh, reasonably priced produce, complete with recipes and meal-planning advice, delivered to their worksite.

How does the program work?

The program operates on a weekly cycle. Every Tuesday, all employees will be able to begin placing orders for the following week through a secure website. You will need to place your order by the Friday at noon for that delivery cycle. On a designated day the following week, Farmhouse Delivery will deliver the baskets of produce to the worksite, where they'll be available for pickup during a specified time period. Employees will need to bring a bag or some way to pick up their orders because the baskets get returned to be filled up again for the next week. Orders can be delivered in an insulated cooler bag, available for purchase for \$3 at the time of purchase.

How much does it cost to participate in Farm to Work?

The weekly "seasonal bushel" will be \$35. All orders will be prepaid through a secure server.

How much produce comes in each basket?

Each basket contains 7-10 items, about 20 pounds, of the freshest available produce for that week. Remember, you can order as often or as little as you'd like. If you find that there is more produce than you can eat in one week, you can order every other week. Talk to other employees about splitting a basket, too!

What kinds of produce can I expect in my basket?

Each Tuesday morning, Farmhouse Delivery will send an email to employees with a general idea of what produce will be included in the next "seasonal bushel." The reminder email, sent out at the end of the week to remind employees of the upcoming

order deadline, will include updated information about what will be included in the “seasonal bushel,” and which farms it will be coming from. In addition, employees may refer to the “What’s in Season” chart for Central Texas.

What do I need to bring to pick up my basket?

In order for us to verify your order, you will need to present a photo ID or a printed receipt of your order at the pick-up site. You will also need to bring bags to put your produce in. Each week, Farmhouse Delivery will deliver the produce in individual bins. At the drop off site, you will transfer the basket contents to your own bags to take it with you. The bins will remain at the drop-off site so they can be used again for the following week. Your order can be delivered in an insulated bag for an additional \$3 at the time of purchase.

What if I placed an order but I need someone else to pick up my basket on the delivery day?

You may have someone else pick up your basket for you. They will need a copy of your printed confirmation receipt.

Who are the farmers?

Each week the “seasonal bushel” list will identify which farmer grew each item included. Here are some of the farmers we work with:

Rain Lily Farm—Owned by Farmhouse Delivery co-founder Stephanie Scherzer, and located in East Austin on Boggy Creek, this small farm grows a wide variety of heirloom vegetables, fruit, and herbs year-round.

Tecolote Farm—Just east of Austin, in Manor, Texas, Katie and David Pitre grow certified organic produce on 10 acres.

Acadian Family Farm—located in Moulton, Texas, Rod Ardoine is a grower committed to sustainability and quality.

Montesino Farm—in Wimberly, Texas, a certified organic farm growing berries, and a wide variety of greens and vegetables.

Lightsey Family Farm—a family-owned orchard in Mexia, Texas, the Lightseys have been growing peaches, berries, and pears for generations.

Animal Farm—in Cat Springs, Texas, Gita and Cas Van Der Wal grow gourmet greens, baby vegetables, and a wide variety of other crops.

Ringger Family Farm—in nearby Smithville, the Ringger farm grows delicious squash, onions, greens, tomatoes, and other vegetables to supplement the eggs from their large flock of laying hens.

Is the produce organic?

All of the farmers we buy from are either certified organic, or use sustainable growing methods without chemical fertilizers and pesticides. The source of each item included in the “seasonal bushel” is identified each week on the enclosed “seasonal bushel” list.

How far does the food travel to get here?

Our farmers all grow their food within a 200 mile radius of your workplace.

If I order this week, do I have to order next week?

No. There is no long-term commitment to participate. You can order as often or as little as you like.

What if I can't pick up my basket? Can I get a credit?

Unfortunately, we will be unable to issue a credit or refund. However, you can get someone to pick up your basket for you if they have a copy of your receipt. Unclaimed baskets will not be able to be resold; the produce will be donated to a charitable organization.

Can I choose what items I want in my basket or order a half basket?

Each basket offers you 7-10 items of the freshest produce options available that week. The baskets are assembled before they arrive at the workplace, and due to the large number of customers, it will not be possible to choose which items you want or do not want in each basket. It is not possible to offer a half basket either. A trade box will be available when you pick up your produce to exchange items you don't care for with others who have ordered that week.

How should I store my produce?

Each week's order will include a "seasonal bushel" list that includes quick-cooking ideas, prep tips, and storage instructions.

Where can I get recipe ideas?

In addition to the "seasonal bushel" list, each week's order will include recipes, a meal planning guide, and a link to more recipes online. In addition, free cooking demonstrations and classes are held at Rain Lily Farm in East Austin each Saturday. Afterwards, cooking classes are available by video online.





Getting Started

Marketing:

- Farmhouse Delivery will create an announcement email describing the program in detail.
- Farmhouse Delivery will design and administer an initial survey to determine interest at each eligible site.
- For ongoing promotional purposes, Farmhouse Delivery will send out availability emails each week and an order deadline reminder to employees who have registered interest, or create emails for internal distribution by the HR department.
- Farmhouse Delivery will design, create, and distribute posters, fliers, and other promotional materials as approved by the HR department or management

Logistics:

- Farmhouse Delivery will send out an email on Tuesday mornings, alerting employees that the ordering process has opened.
- On Wednesday of the following week, Farmhouse Delivery will arrive and hold the orders in a refrigerated truck to be distributed to employees. Farmhouse Delivery will supply a table and tent (if necessary), as well as an employee to answer questions, distribute orders, and ensure that the pick-up process works smoothly.
- Farmhouse Delivery will create and manage a secure online shopping cart to take and process employee orders by credit or debit card.

Assessment:

- In order to assess ongoing benefits of the Healthy Workplace program, Farmhouse Delivery will design and administer periodic online surveys to determine employee satisfaction, assess quality, and solicit feedback from employees. Any data or informational needs of employer can be included in this optional survey.

Timeline:

- The first step in the process is determining employee interest in participation. Provided the employer has not already done this, Farmhouse Delivery can begin

this assessment immediately.

- Within two weeks of assessing employee interest, Farmhouse Delivery can send out an initial invitation to participate in the program. One week following this, the first availability email will be sent out and the week following that, the first delivery will occur.
- Anticipated length of time needed for full roll-out of program is 30 days.



FARMHOUSE *delivery*

In Season

Late Spring-Fall

Tomatoes
Cherry Tomatoes
Garlic
Potatoes
Onions
Green Beans
Long Beans
Squash
Eggplant
Melons
Peppers
Sweet Corn
Cucumbers
Basil

French Sorrel
Crimson Lamb's Quarters
Figs
Okra
Hard Squash
Pears
Peaches
Blackberries
Shelling Peas
Citrus
Avocadoes
Greenhouse Lettuce
Plums

Winter through Early Spring:

Head Lettuce

Spinach

Lettuce Salad Mix

Tender Greens Mix

Chicory Salad Mix

Arugula

Cilantro

Celery

Celeriac

Chervil

French Sorrel

Carrots

Beets

Broccoli

Cabbage

Cauliflower

Brussels Sprouts

Turnips

Kohlrabi

Hard Squash

Green Garlic

Green Onions

Spring Onions

Daikon Radish

Parsnips

Escarole

Radicchio

Dandelion Greens

Endive Frisee

Parsley

Bunched Greens

(Brussels, mustard, collards, chard,
turnip, kale, beet, etc)

Greenhouse Potatoes

Mache

Leeks

Fennel

Fresh Garlic

Strawberries

Asparagus

Citrus

Avocadoes



Survey

Please fill in your name and work information. This information will not be used to identify you or your answers.

Last name: _____

First name: _____

Work e-mail address: _____

At what Travis County location do you currently work?

Your worksite _____

Fruit and Vegetable Intake

These questions are about the foods you usually eat or drink. Please indicate how often you eat or drink each one, for example, twice per week, three times per month, and so forth. Include all the foods you eat, both at home and away from home. These questions are meant to capture all forms of fruits and vegetables including fresh, frozen, and canned. Please give just one response per question.

1. How often do you drink fruit juices such as orange, grapefruit, or tomato?
(Please indicate the number of times per day, week, month, OR year.)

Times per day _____ Times per month _____
Times per week _____ Times per year _____ Never _____

2. Not counting juice, how often do you eat fruit?

Times per day _____ Times per month _____
Times per week _____ Times per year _____ Never _____

3. How often do you eat green salad?

Times per day _____ Times per month _____
Times per week _____ Times per year _____ Never _____

4. How often do you eat potatoes, not including French fries, fried potatoes or potato chips?

Times per day _____ Times per month _____
Times per week _____ Times per year _____ Never _____

5. How often do you eat carrots?

Times per day _____ Times per month _____
Times per week _____ Times per year _____ Never _____

Survey

6. Not counting carrots, potatoes or salad, how many servings of vegetables do you usually eat? (Example: A serving of vegetables at both lunch and dinner would be two servings.)

Times per day ____ Times per month ____
 Times per week ____ Times per year ____ Never ____

Source of Meals

The following questions ask about where your meals typically come from. Please indicate how often you think you engage in these behaviors in a typical week. Please give just one response per question.

1. In an average week (including the work week and weekend), how many mornings do you eat breakfast that was prepared in your home?

Mornings per week:

2. In an average work week, how many times do you pack a lunch from home to bring to work?

Times per work week:

3. In an average week (including the work week and weekend), how many nights do you eat dinner that was prepared in your home?

Nights per week:

Food Environment

The next questions address different aspects of eating, food, and the environment at your worksite.

	Strongly Disagree	Somewhat Disagree	Not Sure	Somewhat Agree	Strongly Agree
In the last month, I have tried at least two kinds of fruits or vegetables that I had never eaten before.					
I do not generally eat a wide variety of produce.					
My fruit and vegetable choices include many different					

Survey

colors.					
My coworkers are not supportive of my eating fruits and vegetables.					
The place I work makes it easy for me to eat more produce.					
On average, I would say that the produce I currently eat has high quality taste and flavor.					
On average, most of the produce I eat is grown locally.					
I have a great sense of pride and loyalty to the place I work.					

Food Buying and Preparation

These questions address different aspects of food buying and preparation. These questions are meant to capture the habits of your household, so please answer the questions with the habits of your household in mind. (For example, if your spouse does most of the food shopping, try to answer questions about purchasing from his/her perspective.)

Please read each statement and determine how much you agree or disagree with each.

	Strongly Disagree	Somewhat Disagree	Not Sure	Somewhat Agree	Strongly Agree
In the last month, I have used new recipes and/or					

Survey

preparation methods to prepare dishes that include produce.					
I do not know where the produce I usually purchase/ eat is grown.					
Knowing where the produce I purchase is grown is an important factor in my decision to purchase/eat it.					
When it comes to buying produce, I have many fresh fruits and vegetables available to me that are convenient to purchase.					
The time it takes for me to purchase and transport the produce I eat is burdensome to me.					



10-15-09 at 2:31pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: _____

Cyd V. Grimes 10/14/09 *AB*

Voting Session: Tuesday, OCTOBER 20, 2009

REQUESTED ACTION:

1. APPROVE CONTRACT AWARD FOR PROFESSIONAL PSYCHOLOGICAL /CONSULTING SERVICES WITH SABRINA L. KINDELL dba, COUNSELING FOR LIFE FOR THE COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE PROGRAM (COPE). (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 contract is for the provision of Psychological/Counseling Services, as detailed in the Scope of Services, Attachment A of the contract.

A new contract is being entered into for COPE services to update the standard clauses, update Attachment A - Scope of Services and Attachment B fee Schedule. In addition the new agreement incorporates an auto-renewal term with the requirements of an annual approved budget by the program Director.

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

As per Attachment B - Fee Schedule, the counseling sessions will be 60 to 90 minutes long, for an individual or family, the cost per session varies from \$55.00 to \$85.00 depending on the service provided. This contract is to be used on an as needed basis.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: **As Needed** (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 10-20-09 to 9-30-10 (auto-renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

☐ Award is not to the lowest bidder; interested parties have been notified.

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): **623-4514-593-4099**

☐ Comments: **Contract will be used on an as need basis**

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina 6/22/09
Estela P. Medina
Chief Juvenile Probation Officer

RE: Contract #PS090019VR for Sabrina Kindell dba Counseling for LIFE

DATE: June 16, 2009

The County Juvenile Probation is currently contracting with Sabrina Kindell for Professional Visitation Services. The department is currently satisfied with the services being provided. The department would like to modify her contract to include Group, Family and Individual Counseling to youth in the COPE Mental Health Court Program. The services will be on a "as need basis". The modification will include the following:

- Adolescent Girl's Sexual Trauma and Abuse Recovery Group for six (6) participants for the cost of \$55.00 per group.
- Anger Management Group for eight (8) participants for the cost of \$75.00 per group.
- Family and Individual Counseling (60 minute sessions)
 - LPC-I or LMFT – A \$55.00 per session
 - LPC or LMFT \$65.00 per session
 - LPC or LMFT Supervisor \$85.00 per session

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

PS090019VR – Sabrina Kindell –Counseling for LIFE

Account Number: 001-4514-593-4099

Service Provided: Satisfactory

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

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



PROFESSIONAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

SABRINA L. KINDELL dba, COUNSELING FOR LIFE

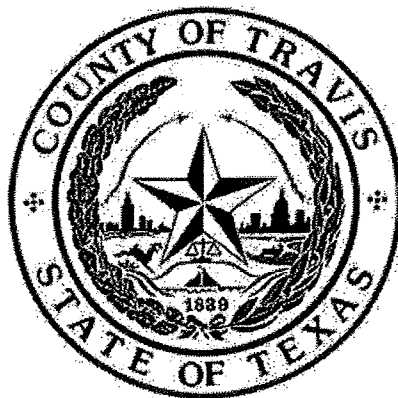
FOR

COUNSELING & EDUCATIONAL SERVICES

CONTRACT NO. PS090312VR

(COPE)

**Collaborative Opportunities
For Positive Experience Program**



Travis County Purchasing Office

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STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR COUNSELING & EDUCATIONAL SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Sabrina L. Kindell dba, Counseling for Life the "CONTRACTOR".

WHEREAS, COUNTY desires to obtain the services of a qualified counselor to conduct Counseling & Educational Services, for juveniles under the supervision of the Juvenile Probation Department and

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Sabrina L. Kindell dba, Counseling for Life.
- 1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

1.5.3 but does not include

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

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Director" means the Chief Juvenile Probation Officer of Travis County represented herein as administering this Agreement or his/her designated representative.
- 1.8 "Client" means a juvenile under the supervision of the Juvenile Probation Department who is referred to CONTRACTOR for counseling and educational Services under this contract.

2.0 TERM

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

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

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

3.5 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the

Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

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

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

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

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

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

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

3.12 CONTRACTOR warrants that CONTRACTOR is a duly qualified, capable business entity, that CONTRACTOR is not in receivership and does not contemplate going into receivership, and has not filed for Bankruptcy protection and does not contemplate it.

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

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

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

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

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

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

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

Form is provided as Attachment E

4.0 COMPENSATION, BILLING AND PAYMENT

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

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

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

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

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 6.4.1 the contract Reference Number;
- 6.4.2 the names of the child,
- 6.4.3 the dates (in chronological order) upon which services were provided,
- 6.4.4 the total amount being requested

Original invoices shall be sent to: Financial Services - 2515 South Congress Av. - Austin, Texas 78704.

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

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

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

4.8 Disbursements to Persons with Outstanding Debt:

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

- 4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and
- 4.8.1.2 the debt is paid.

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

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

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

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

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

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

6.0 AMENDMENTS / MODIFICATIONS

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

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

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

7.0 OTHER PROVISIONS:

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

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

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

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

7.5 Non-Waiver of Default

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

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

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

7.7 Entire Agreement

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

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

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
 - Exhibit 1 - List of Key Contracting Persons
 - Exhibit 2 – Disclosure
- 7.7.2.5 Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- 7.7.2.6 Attachment F – Weekly Progress Report

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

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

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

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

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

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

Sabrina L. Kindell dba, Counseling for Life
1000 Westbank Rd. – Suite 2A
Austin, Texas 78746

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

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

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

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

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

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

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

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

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

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

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

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

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

7.19 Interpretational Guidelines

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

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

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

7.20 Conflict of Interest Questionnaire:

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

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

DUPLICATE ORIGINALS

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

Sabrina L. Kindell dba, Counseling for Life**Travis County**

Sabrina L. Kindell
By: Sabrina Kindell (Clinical Director)
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 9/29/09

Date: _____

Approved as to Legal Form By:

Jim Connolly
Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd V. Grimes 10/9/09
Cyd Grimes, C.P.M., Purchasing Agent

ATTACHMENT A

SCOPE OF SERVICES

Contractor shall provide professional confidential counseling services for the clients of the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court within Travis County Juvenile Probation hereinafter "Department," as described below.

1.0 **Selection Process:** Youth will be identified and referred to Contractor by the Department. The Selection Process is a clinical decision made by the Department (COPE) coordinator to match the needs of the child with the provider and based on availability.

2.0 Contractor will provide:

- 2.1 **Priority Scheduling** - Give these youth and their families priority in scheduling the initial intake session when possible.
- 2.2 **Five Days Turn Around Time** - Provide services within five (5) working days after the initial intake session.
- 2.3 **Cancellation Notice** - Contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a session is cancelled.
- 2.4 **Client Termination Permission** - Terminate services, if the family cancels or does not appear at two scheduled sessions,
- 2.5 **NO- Shows Non- Payment Agreement** - Agree that no payment will be provided for sessions that do not occur, regardless of advance cancellation or failure to appear by client.
- 2.6 **Sessions and Educational Expectation** - Provide counseling and educational services during individual or family sessions.
- 2.7 **Session Duration** – Each Anger Management Group will be 90 minutes in length. Each Sexual Trauma Group will be 90 minutes in length. Each Individual and Family therapy will be (60) minutes in length.
- 2.8 **Session Expectation** - The individual and family therapy sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or re-establishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by Contractor.

Sexual Trauma Group Expectation- The sexual trauma group will be gender specific and therapeutic in nature with the goal of addressing and identifying the specific sexual trauma and developing coping skills and address specific issues as a result of the trauma. The group will be an on-going weekly group.

Anger Management Group Expectation – The anger management group will be inclusive of both genders and will be therapeutic in nature with the goal of establishing appropriate **coping and**

problem solving skills, how to identify triggers that cause the youth to feel angry and how to respond appropriately.

- 2.9 Weekly Schedule - Sessions will be scheduled weekly. Contractor may modify frequency of sessions if deemed appropriate.
- 2.10 Program Time Frame - All sessions will be completed within six (6) months of the initial intake session.
- 2.11 Notification - Contractor will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to progress or therapy has been terminated.
- 2.12 Maximum Number of Sessions - At no time shall the number of sessions provided per client exceed twelve (12) unless Contractor obtains written authorization from Department.
- 2.13 Progress Reports - Contractor will provide a weekly progress reports using a form supplied by Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
- 2.14 Family Meetings - Contractor will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by Department.

3.0 REQUIREMENTS

- 3.1 Have a Masters Degree or higher,
- 3.2 Have an active State of Texas certification as a therapist and
- 3.3 Have a minimum of 3 years experience with adolescent counseling
- 3.4 The staff has Masters Degree's and the supervisor is licensed as a clinical supervisor for LPC-I's and LMFT-A's.

4.0 PERFORMANCE AND REPORTING:

4.1 PERFORMANCE MEASURE: The performance of CONTRACTOR in achieving the goals of JUVENILE PROBATION will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of CONTRACTOR in fulfilling the terms and conditions of the Agreement.

4.1.1 Output Measures: Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, serving all youth referred by County in accordance with Attachment A Scope of Services.

4.1.2 Outcome Measures: The outcome of CONTRATOR'S service delivery shall be measured by the availability of provider to accept youth for counseling services and by the percentage of children under its care that are considered to have made progress toward their counseling goals.

The Contractor shall accept 100% of all appropriate referrals of youth from the Travis County Juvenile Probation Department for counseling services.

75% of youth referred to Contractor will show progress in their counseling plan goals upon exit from Contractor counseling services.

4.2 Weekly Report: Contractor will provide the Travis County Juvenile Probation Department COPE program coordinator weekly reports, using a report form supplied by the Travis County Juvenile Probation Department per youths served to establish participation, attendance and progress. An example of this weekly progress report form is set forth as Attachment F to this Agreement and may be changed as needed from time to time by the Travis County Juvenile Probation Department upon notice to Contractor.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor Sabrina Kindell dba Counseling for Life's satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Item/Description	Detail Services	Cost
1. Group Counseling	Adolescent Girl's Sexual Trauma and Abuse Recovery Group for six (6) participants. (90 minutes in length)	\$65.00 per group
2. Educational Services	Anger Management Group for eight (8) participants – (90 minutes in length)	\$75.00 per group session
3. Family Counseling	Family Counseling Using LPC-Intern or LMFT-A (60 minute in length)	\$55.00 per session
4. Individual Counseling	Individual Counseling Using LPC-Intern or LMFT-A (60 minute in length)	\$55.00 per session
5. Family Counseling	Family Counseling Using LPC-I or LMFT-A (60 minute in length)	\$65.00 per group session
6. Individual Counseling	Individual Counseling Using LPC-I or LMFT-A (60 minute in length)	\$65.00 per group session
7. Family Counseling	Family Counseling Using LPC or LMFT-Supervisor (60 minute in length)	\$85.00 per group session
8. Individual Counseling	Individual Counseling Using LPC or LMFT-Supervisor (60 minute in length)	\$85.00 per group session

*Contractor will

not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

*Sessions will be held with the child privately or with the child's family. The cost per session does not change.

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

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

E. Blanket Crime Policy Insurance

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

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2/29/09
Name of Affiant: Sabrina Kindell
Title of Affiant: Clinical Director
Business Name of Proponent: Counseling for L.I.F.E.
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

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

Sat L. Kindell
Signature of Affiant

860 SW 1000 Westlake Rd Austin, TX
Address 78746

SUBSCRIBED AND SWORN TO before me by Sabrina L Kindell on Sept. 29, 2009

[Signature]
Notary Public, State of TX

Typed or printed name of notary Daniel Moreno
My commission expires: 12-18-2011

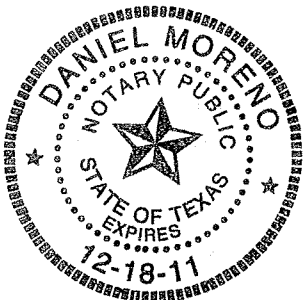


EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
June 3, 2009

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
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 Gieselman	
Exec 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	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.*	
Purchasing Agent Assistant III... ..	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III... ..	Michael Long, CPPB	
Purchasing Agent Assistant III... ..	Rebecca Gardner	
Purchasing Agent Assistant III... ..	Rosalinda Garcia	
Purchasing Agent Assistant III... ..	Loren Breland	
Purchasing Agent Assistant III... ..	David Walch*	
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	
TNR	Chiddi N'Jie	
TNR	Steve Manilla	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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.

EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

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

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

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

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

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

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

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

COPE

Collaborative **O**pportunities for **P**ositive **E**xperiences

**The Deferred Prosecution Program of the
Travis County Juvenile Mental Health Court Project**

PROVIDER STATEMENT OF PARTICIPATION

APPOINTMENT DATE:_____

CLIENT NAME:_____

PROVIDER: (Name of therapist w/agency name)_____

SERVICE CATEGORY:

_____ **MENTAL HEALTH**

_____ **EDUCATION GROUP**

SERVICE TYPE:

_____ **INDIVIDUAL THERAPY**

_____ **FAMILY THERAPY**

_____ **SEXUAL TRAUMA GROUP**

_____ **ANGER MANAGEMENT GROUP**

LEVEL OF PARTICIPATION:

_____ **ATTENDED APPOINTMENT / SESSION**

_____ **MISSED APPOINTMENT / SESSION**

COMMENTS: _____

****Next Appt. Time and 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

14

Approved by: _____

Cyd V. Grimes 10/12/09 MB

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTIONS REGARDING B090029-JW, GILLELAND CREEK TRAIL, PHASE III CONSTRUCTION PROJECT:

A. REJECT APPARENT LOW BID, BORETEX, LLC; AND

B. APPROVE NEXT LOWEST, RESPONSIVE AND RESPONSIBLE BID, AUSTIN ENGINEERING CO., INC (TNR)

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Director; Steve Manilla, P.E. Public Works Director; Mo Mortazavi, P.E.

County Attorney (when applicable): Julie Joe

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 13 PM 2:12

- **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 will require the contractor to provide all labor and materials necessary for the construction of approximately 5800' of the hike and bike trail. This portion of the trail is set to begin at the intersection of Grand Avenue Pkwy and Black Locust Dr., paralleling Gilleland Creek, until it terminates near the intersection of Cactus blossom Dr. and Heatherwilde Blvd. The design and construction costs of this project are completely funded through the following sources: 1.) an Advance Funding Agreement with the Texas Department of Transportation (TxDot), and 2.) Travis County 2006 CO funds.
- Subject IFB opened on August 12, 2009, with twenty (20) bids received in response to the solicitation. The apparent low bidder is Boretex, LLC, with a Base Bid amount of \$325,042.54. However, during Purchasing's review of Boretex's submitted bid, several discrepancies were found:

(1) Despite acknowledging all amendments, Boretex, LLC failed to use the proper bid form. The bid proposal form submitted by Boretex, LLC was one that was issued with Amendment #2; however, the correct bid proposal form to be used for submission was the one issued with Amendment #4.

(2) Boretex, LLC failed to include the signature page that accompanies the bid proposal form.

(3) The following required documents were either not included, or not included in their entirety, with the bid:

- (a) Attachment 5, Safety Record Questionnaire,
- (b) Attachment 6, Stormwater Pollution Prevention Plan Compliance Agreement and Certification,
- (c) Non-Collusion Affidavit,
- (d) Disclosure of Lobbying Activities, and
- (e) Business Ownership Statement.

(4) In Exhibit H-1 (Subcontractor Monitoring System Commitment Worksheet), Boretex, LLC has indicated that it will self-perform the project with no sub-contractors, either DBE or non-DBE. While this particular project has a 11.1% DBE goal, Boretex, LLC failed to complete Exhibit T-1, DBE Good Faith Effort, outlining its efforts taken to meet the DBE participation goal for this project.

- Based on these discrepancies, Purchasing determined Boretex, LLC non-responsive, and notified the FHWA Division Administrator of such determination, in accordance to Item 3.2 Award of Contract of the project manual:

The award of the contract, if it is to be awarded, will be to the lowest responsible, responsive Bidder, whose bid conforms to all material terms and conditions in this IFB. If County determines that the lowest bid is not responsive or the Bidder is not responsible, it shall notify the FHWA Division Administrator and obtain the Administrator's concurrence before making an award to the next lowest bidder. The award, if made, will be within 90 days after the opening of the bid, except by mutual agreement between the parties or as specified in the Special Provisions. Travis County reserves the right to award either the base bid alone or the base bid plus selected alternate bid(s), if applicable. Bidders agree their Bid Proposals shall be valid offers for that time period.

- Considering this determination, it is TNR's recommendation for contract award to the next lowest responsive and responsible bidder, Austin Engineering Co., Inc., with a Base Bid amount of \$350,652.38. Purchasing concurs with TNR's recommendation, and since this project is one that is a federally funded STP Metropolitan Mobility project, subsequent TxDOT concurrence is required, and has been received (see TxDOT's 10/5/09 memo).
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

- **Contract-Related Information:**

Award Amount: \$350,652.38 (Not-to-Exceed)
Contract Type: Construction
Contract Period: 120 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: 20 Responses Received: 20
DBE Information: Vendor is not a HUB % DBE Subcontractor: 8.7%

➤ **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.: 445331
☒ Funding Account(s): 405-4931-808-8165; 488-4931-621-8165
☒ Total Budget: \$1,270,000.00
☒ Design Budget: \$217,642.50.00
☒ Construction Budget: \$1,052,357.50
☒ 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.



Jason
8.26.09
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 25, 2009

MEMORANDUM TO: Cyd Grimes, Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Gilleland Creek Trail Phase III Project, Contract # 09K00029JW

RECEIVED
TRAVIS COUNTY
2009 AUG 26 AM 8:10
PURCHASING
OFFICE

TNR Public Works Department has reviewed the bids that were submitted by the twenty contractors that responded to the bid solicitation request, and recommends award of the contract to the lowest responsive and responsible bidder, Austin Engineering Company, for a total of \$350,652.38. TNR has been advised by your office that the apparent low bidder, Boretex, failed to submit all the required documentation and did not meet the minimum requirements set forth in the contract bid documents, and therefore considered non-responsive. It is my understanding that due to the fact that this is a federally funded STP Metropolitan Mobility (STP MM) project, your office will seek TxDOT's concurrence with Travis County's recommendation prior to placing this item on the Court's agenda for award.

The financial information pertaining to this project is as follows:

Requisition number: 445331

Account numbers: 405-4931-808-8165 O07488 20% and,
488-4931-621-8165 M07488 80%

Commodity/Sub-Commodity: 968/100 and 968/105

Project Funds: 2006 Travis County CO Funds (20%), and TxDOT Grant (80%)

Budget: \$1,270,000

Engineering: \$217,642.50

Construction: \$1,052,357.50

Required authorizations:

Jessica Rio, PBO

Attachment:

Bid tabulation form

CC: Marvin Brice, Purchasing
Jason Walker, Purchasing
Sean O'Neil, Auditor's Office
Steve Sun, P.E., Mo Mortazavi, P.E., Cynthia McDonald, Donna Williams-Jones,
Brunilda Cruz, TNR

IFB No. B0900293JW

Gilleland Creek Trail - Phase III

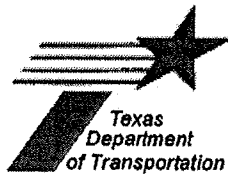
BID ITEM DESCRIPTION	SPEC ITEM	CODE	UNIT	QTY	Engineering Estimate		Boretex		Austin Engineering Co.		Patin Construction	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Base Bid Items						Halff Associates						
Preparing Right-of-Way	100	2001	AC	3.88	\$ 7,500.00	\$ 29,100.00	\$ 3,000.00	\$ 11,640.00	\$ 3,000.00	\$ 11,640.00	\$ 2,500.00	\$ 9,700.00
Removing Conc (Curb and Gutter)	104	2022	LF	30	\$ 7.00	\$ 210.00	\$ 15.00	\$ 450.00	\$ 10.00	\$ 300.00	\$ 5.00	\$ 150.00
Excavation (Channel)	110	2002	CY	3,626	\$ 15.00	\$ 54,390.00	\$ 2.00	\$ 7,252.00	\$ 13.00	\$ 47,138.00	\$ 5.00	\$ 18,130.00
Embankment (Final) (Ord Comp) (TY B)	132	2003	CY	840	\$ 15.00	\$ 12,600.00	\$ 8.00	\$ 6,720.00	\$ 4.50	\$ 3,780.00	\$ 8.00	\$ 6,720.00
Block Sodding	162	2002	SY	372	\$ 3.00	\$ 1,116.00	\$ 3.50	\$ 1,302.00	\$ 6.00	\$ 2,232.00	\$ 3.30	\$ 1,227.60
Cell Fbr Mlch Seed (Perm) (Urban) (Clay)	164	2027	SY	12,680	\$ 0.25	\$ 3,170.00	\$ 0.40	\$ 5,072.00	\$ 0.50	\$ 6,340.00	\$ 0.25	\$ 3,170.00
Vegetative Watering	168	2001	MG	63.4	\$ 30.00	\$ 1,902.00	\$ 35.00	\$ 2,219.00	\$ 25.00	\$ 1,585.00	\$ 15.00	\$ 951.00
Soil Retention Blanket (CL 1) (TY C)	169	2003	SY	2,893	\$ 5.00	\$ 14,465.00	\$ 1.05	\$ 3,037.65	\$ 1.70	\$ 4,918.10	\$ 1.20	\$ 3,471.60
Lime Treat (Exst Matl) (6")	260	2006	SY	8,527.7	\$ 4.00	\$ 34,110.80	\$ 0.60	\$ 5,116.62	\$ 3.75	\$ 31,978.88	\$ 2.00	\$ 17,055.40
Lime (Hyd, Com or Qk) (Slry) or Qk (Dry)	260	2012	TON	127	\$ 150.00	\$ 19,050.00	\$ 166.00	\$ 21,082.00	\$ 137.00	\$ 17,399.00	\$ 155.00	\$ 19,685.00
Riprap (Conc) (6")	432	2035	CY	30	\$ 360.00	\$ 10,800.00	\$ 145.00	\$ 4,350.00	\$ 350.00	\$ 10,500.00	\$ 54.00	\$ 1,620.00
Riprap (Stone Common) (Dry) (18")	432	2041	CY	27	\$ 110.00	\$ 2,970.00	\$ 45.00	\$ 1,215.00	\$ 60.00	\$ 1,620.00	\$ 30.00	\$ 810.00
Riprap (Stone Common) (Dry) (24")	432	2071	CY	135	\$ 130.00	\$ 17,550.00	\$ 36.00	\$ 4,860.00	\$ 60.00	\$ 8,100.00	\$ 30.00	\$ 4,050.00
Rail (Handrail) (TY A)	450	2072	LF	56	\$ 175.00	\$ 9,800.00	\$ 28.00	\$ 1,568.00	\$ 82.00	\$ 4,592.00	\$ 90.00	\$ 5,040.00
RC Pipe (CL III) (18")	464	2003	LF	160	\$ 65.00	\$ 10,400.00	\$ 22.00	\$ 3,520.00	\$ 30.00	\$ 4,800.00	\$ 40.00	\$ 6,400.00
RC Pipe (CL III) (36")	464	2009	LF	113	\$ 110.00	\$ 12,430.00	\$ 62.00	\$ 7,006.00	\$ 50.00	\$ 5,650.00	\$ 60.00	\$ 6,780.00
SET (TY II) (18") (RCP) (3:1) C	467	2209	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ 800.00	\$ 3,200.00	\$ 1,800.00	\$ 7,200.00
SET (TY II) (36") (RCP) (3:1) C	467	2215	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,200.00	\$ 3,600.00	\$ 1,175.00	\$ 3,525.00	\$ 2,400.00	\$ 7,200.00
Remove Str (Bollard)	496	2030	EA	1	\$ 300.00	\$ 300.00	\$ 125.00	\$ 125.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
Mobilization	500	2001	LS	1	\$ 66,140.00	\$ 66,140.00	\$ 15,478.00	\$ 15,478.00	\$ 12,604.00	\$ 12,604.00	\$ 30,000.00	\$ 30,000.00
Barricades, Signs and Traffic Handling	502	2001	MO	6	\$ 2,000.00	\$ 12,000.00	\$ 450.00	\$ 2,700.00	\$ 500.00	\$ 3,000.00	\$ 700.00	\$ 4,200.00
Rock Filter Dams (Install) (TY 2)	506	2002	LF	59	\$ 30.00	\$ 1,770.00	\$ 22.00	\$ 1,298.00	\$ 17.00	\$ 1,003.00	\$ 13.00	\$ 767.00
Rock Filter Dams (Remove)	506	2009	LF	59	\$ 10.00	\$ 590.00	\$ 10.00	\$ 590.00	\$ 5.00	\$ 295.00	\$ 5.00	\$ 295.00
Construction Exits (Install) (TY 1)	506	2016	SY	150	\$ 15.00	\$ 2,250.00	\$ 4.00	\$ 600.00	\$ 5.00	\$ 750.00	\$ 6.00	\$ 900.00
Construction Exits (Remove)	506	2019	SY	150	\$ 8.00	\$ 1,200.00	\$ 3.00	\$ 450.00	\$ 1.50	\$ 225.00	\$ 2.00	\$ 300.00
Temporary Sediment Control Fence	506	2034	LF	5,794	\$ 4.00	\$ 23,176.00	\$ 1.50	\$ 8,691.00	\$ 1.70	\$ 9,849.80	\$ 1.20	\$ 6,952.80
Conc Sidewalk (5")	531	2024	SY	6,089	\$ 60.00	\$ 365,340.00	\$ 29.25	\$ 178,103.25	\$ 23.00	\$ 140,047.00	\$ 34.20	\$ 208,243.80
Ins Sm Rd Sn Sup&Am Ty 10BWG (1) SA (P)	644	2001	EA	17	\$ 450.00	\$ 7,650.00	\$ 550.00	\$ 9,350.00	\$ 470.00	\$ 7,990.00	\$ 420.00	\$ 7,140.00
Relocate Sm Rd Sn Sup&Am Ty 10BWG	644	2056	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 275.00	\$ 275.00	\$ 100.00	\$ 100.00
Bollard	SS	TC001	EA	4	\$ 400.00	\$ 1,600.00	\$ 600.00	\$ 2,400.00	\$ 325.00	\$ 1,300.00	\$ 350.00	\$ 1,400.00
Furnishing and Placing Topsoil (3")	160	2006	SY	13,052	\$ 1.00	\$ 13,052.00	\$ 0.90	\$ 11,746.80	\$ 0.30	\$ 3,915.60	\$ 0.25	\$ 3,263.00
TOTAL BASE BID					\$739,531.80		\$325,042.32		\$350,652.38		\$383,122.20	

A Greater Austin Dev.		Job Site		RGM Constructors		D. Shaffer Concrete		Westar Construction		The Barr Co	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 6,000.00	\$ 23,280.00	\$ 4,991.36	\$ 19,366.48	\$ 10,000.00	\$ 38,800.00	\$ 1,250.00	\$ 4,850.00	\$ 2,300.00	\$ 8,924.00	\$ 4,000.00	\$ 15,520.00
\$ 10.00	\$ 300.00	\$ 17.22	\$ 516.60	\$ 9.00	\$ 270.00	\$ 3.75	\$ 112.50	\$ 10.00	\$ 300.00	\$ 4.50	\$ 135.00
\$ 10.00	\$ 36,260.00	\$ 6.90	\$ 25,019.40	\$ 5.00	\$ 18,130.00	\$ 25.00	\$ 90,650.00	\$ 15.00	\$ 54,390.00	\$ 17.04	\$ 61,787.04
\$ 3.00	\$ 2,520.00	\$ 2.88	\$ 2,419.20	\$ 10.00	\$ 8,400.00	\$ 25.00	\$ 21,000.00	\$ 8.00	\$ 6,720.00	\$ 2.77	\$ 2,326.80
\$ 4.00	\$ 1,488.00	\$ 4.46	\$ 1,659.12	\$ 4.20	\$ 1,562.40	\$ 4.86	\$ 1,807.92	\$ 5.50	\$ 2,046.00	\$ 4.00	\$ 1,488.00
\$ 0.20	\$ 2,536.00	\$ 0.79	\$ 10,017.20	\$ 0.20	\$ 2,536.00	\$ 0.43	\$ 5,452.40	\$ 0.50	\$ 6,340.00	\$ 0.19	\$ 2,409.20
\$ 22.00	\$ 1,394.80	\$ 29.40	\$ 1,863.96	\$ 24.00	\$ 1,521.60	\$ 24.37	\$ 1,545.06	\$ 100.00	\$ 6,340.00	\$ 35.73	\$ 2,265.28
\$ 0.80	\$ 2,314.40	\$ 1.47	\$ 4,252.71	\$ 1.25	\$ 3,616.25	\$ 1.56	\$ 4,513.08	\$ 2.25	\$ 6,509.25	\$ 1.10	\$ 3,182.30
\$ 4.00	\$ 34,110.80	\$ 4.96	\$ 42,297.39	\$ 2.60	\$ 22,172.02	\$ 2.20	\$ 18,760.94	\$ 2.25	\$ 19,187.33	\$ 4.62	\$ 39,397.97
\$ 140.00	\$ 17,780.00	\$ 139.61	\$ 17,730.47	\$ 152.00	\$ 19,304.00	\$ 185.25	\$ 23,526.75	\$ 160.00	\$ 20,320.00	\$ 151.75	\$ 19,272.25
\$ 600.00	\$ 18,000.00	\$ 565.55	\$ 16,966.50	\$ 450.00	\$ 13,500.00	\$ 312.50	\$ 9,375.00	\$ 36.00	\$ 1,080.00	\$ 270.00	\$ 8,100.00
\$ 55.00	\$ 1,485.00	\$ 38.11	\$ 1,028.97	\$ 190.00	\$ 5,130.00	\$ 25.00	\$ 675.00	\$ 56.00	\$ 1,512.00	\$ 150.00	\$ 4,050.00
\$ 60.00	\$ 8,100.00	\$ 41.71	\$ 5,630.85	\$ 125.00	\$ 16,875.00	\$ 25.00	\$ 3,375.00	\$ 72.00	\$ 9,720.00	\$ 120.00	\$ 16,200.00
\$ 64.00	\$ 3,584.00	\$ 149.10	\$ 8,349.60	\$ 56.00	\$ 3,136.00	\$ 37.50	\$ 2,100.00	\$ 90.00	\$ 5,040.00	\$ 35.00	\$ 1,960.00
\$ 35.00	\$ 5,600.00	\$ 29.00	\$ 4,640.00	\$ 35.00	\$ 5,600.00	\$ 37.50	\$ 6,000.00	\$ 45.00	\$ 7,200.00	\$ 36.00	\$ 5,760.00
\$ 55.00	\$ 6,215.00	\$ 73.18	\$ 8,269.34	\$ 70.00	\$ 7,910.00	\$ 93.75	\$ 10,593.75	\$ 76.00	\$ 8,588.00	\$ 120.00	\$ 13,560.00
\$ 1,200.00	\$ 4,800.00	\$ 1,170.16	\$ 4,680.64	\$ 1,000.00	\$ 4,000.00	\$ 312.50	\$ 1,250.00	\$ 300.00	\$ 1,200.00	\$ 378.37	\$ 1,513.48
\$ 2,500.00	\$ 7,500.00	\$ 2,340.32	\$ 7,020.96	\$ 2,000.00	\$ 6,000.00	\$ 437.50	\$ 1,312.50	\$ 1,200.00	\$ 3,600.00	\$ 1,364.38	\$ 4,093.14
\$ 150.00	\$ 150.00	\$ 266.03	\$ 266.03	\$ 35.00	\$ 35.00	\$ 62.50	\$ 62.50	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00
\$ 15,000.00	\$ 15,000.00	\$ 17,332.37	\$ 17,332.37	\$ 21,000.00	\$ 21,000.00	\$ 25,302.00	\$ 25,302.00	\$ 25,000.00	\$ 25,000.00	\$ 41,893.80	\$ 41,893.80
\$ 825.00	\$ 4,950.00	\$ 1,022.96	\$ 6,137.76	\$ 2,000.00	\$ 12,000.00	\$ 625.00	\$ 3,750.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
\$ 12.00	\$ 708.00	\$ 14.18	\$ 836.62	\$ 19.95	\$ 1,177.05	\$ 12.50	\$ 737.50	\$ 35.00	\$ 2,065.00	\$ 14.00	\$ 826.00
\$ 5.00	\$ 295.00	\$ 3.68	\$ 217.12	\$ 8.90	\$ 525.10	\$ 2.50	\$ 147.50	\$ 15.00	\$ 885.00	\$ 10.50	\$ 619.50
\$ 6.00	\$ 900.00	\$ 6.62	\$ 993.00	\$ 11.00	\$ 1,650.00	\$ 12.50	\$ 1,875.00	\$ 10.00	\$ 1,500.00	\$ 5.60	\$ 840.00
\$ 4.00	\$ 600.00	\$ 2.36	\$ 354.00	\$ 4.75	\$ 712.50	\$ 2.50	\$ 375.00	\$ 5.00	\$ 750.00	\$ 3.00	\$ 450.00
\$ 1.00	\$ 5,794.00	\$ 2.00	\$ 11,588.00	\$ 2.50	\$ 14,485.00	\$ 1.50	\$ 8,691.00	\$ 2.00	\$ 11,588.00	\$ 1.55	\$ 8,980.70
\$ 27.00	\$ 164,403.00	\$ 25.41	\$ 154,721.49	\$ 27.00	\$ 164,403.00	\$ 25.00	\$ 152,225.00	\$ 30.60	\$ 186,323.40	\$ 29.16	\$ 177,555.24
\$ 355.00	\$ 6,035.00	\$ 393.75	\$ 6,693.75	\$ 450.00	\$ 7,650.00	\$ 543.75	\$ 9,243.75	\$ 500.00	\$ 8,500.00	\$ 350.00	\$ 5,950.00
\$ 335.00	\$ 335.00	\$ 435.75	\$ 435.75	\$ 430.00	\$ 430.00	\$ 518.75	\$ 518.75	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00
\$ 500.00	\$ 2,000.00	\$ 1,144.50	\$ 4,578.00	\$ 100.00	\$ 400.00	\$ 125.00	\$ 500.00	\$ 600.00	\$ 2,400.00	\$ 300.00	\$ 1,200.00
\$ 0.70	\$ 9,136.40	\$ 1.19	\$ 15,531.88	\$ 1.00	\$ 13,052.00	\$ 2.81	\$ 36,676.12	\$ 2.50	\$ 32,630.00	\$ 0.87	\$ 11,355.24
\$ 387,574.40		\$401,415.16		\$ 415,982.92		\$ 447,004.02		\$ 450,207.98		\$462,090.95	

Last Modified: 10/5/09 at 2:31pm

Chasco Constructors		Smith Contracting Co.		FT Woods Const Svcs		Glt Contracting, Inc.		Lehne Construction		Myers Concrete	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 7,350.00	\$ 28,518.00	\$ 1,500.00	\$ 5,820.00	\$ 3,500.00	\$ 13,580.00	\$ 7,577.06	\$ 29,398.99	\$ 7,500.00	\$ 29,100.00	\$ 3,385.00	\$ 13,133.80
\$ 30.00	\$ 900.00	\$ 10.00	\$ 300.00	\$ 18.00	\$ 540.00	\$ 41.78	\$ 1,253.40	\$ 20.00	\$ 600.00	\$ 16.80	\$ 504.00
\$ 20.00	\$ 72,520.00	\$ 14.00	\$ 50,764.00	\$ 3.75	\$ 13,597.50	\$ 5.22	\$ 18,927.72	\$ 17.00	\$ 61,642.00	\$ 16.25	\$ 58,922.50
\$ 14.00	\$ 11,760.00	\$ 8.00	\$ 6,720.00	\$ 13.00	\$ 10,920.00	\$ 4.17	\$ 3,502.80	\$ 11.00	\$ 9,240.00	\$ 5.50	\$ 4,620.00
\$ 3.15	\$ 1,171.80	\$ 6.00	\$ 2,232.00	\$ 3.55	\$ 1,320.60	\$ 5.35	\$ 1,990.20	\$ 4.00	\$ 1,488.00	\$ 6.30	\$ 2,343.60
\$ 0.25	\$ 3,170.00	\$ 1.00	\$ 12,680.00	\$ 0.30	\$ 3,804.00	\$ 0.25	\$ 3,170.00	\$ 0.25	\$ 3,170.00	\$ 0.50	\$ 6,340.00
\$ 30.00	\$ 1,902.00	\$ 26.00	\$ 1,648.40	\$ 210.00	\$ 13,314.00	\$ 37.46	\$ 2,374.96	\$ 313.00	\$ 19,844.20	\$ 115.00	\$ 7,291.00
\$ 1.10	\$ 3,182.30	\$ 1.25	\$ 3,616.25	\$ 1.25	\$ 3,616.25	\$ 1.60	\$ 4,628.80	\$ 1.50	\$ 4,339.50	\$ 1.80	\$ 5,207.40
\$ 2.75	\$ 23,451.18	\$ 3.00	\$ 25,583.10	\$ 3.85	\$ 32,831.65	\$ 3.24	\$ 27,629.75	\$ 4.00	\$ 34,110.80	\$ 2.85	\$ 24,303.95
\$ 120.00	\$ 15,240.00	\$ 140.00	\$ 17,780.00	\$ 175.00	\$ 22,225.00	\$ 192.87	\$ 24,494.49	\$ 203.00	\$ 25,781.00	\$ 240.00	\$ 30,480.00
\$ 435.00	\$ 13,050.00	\$ 350.00	\$ 10,500.00	\$ 283.00	\$ 8,490.00	\$ 320.67	\$ 9,620.10	\$ 366.00	\$ 10,980.00	\$ 300.00	\$ 9,000.00
\$ 120.00	\$ 3,240.00	\$ 60.00	\$ 1,620.00	\$ 215.00	\$ 5,805.00	\$ 240.82	\$ 6,502.14	\$ 112.00	\$ 3,024.00	\$ 122.00	\$ 3,294.00
\$ 105.00	\$ 14,175.00	\$ 75.00	\$ 10,125.00	\$ 145.00	\$ 19,575.00	\$ 160.55	\$ 21,674.25	\$ 117.00	\$ 15,795.00	\$ 133.00	\$ 17,955.00
\$ 70.00	\$ 3,920.00	\$ 120.00	\$ 6,720.00	\$ 72.00	\$ 4,032.00	\$ 73.85	\$ 4,135.60	\$ 100.00	\$ 5,600.00	\$ 56.00	\$ 3,136.00
\$ 45.00	\$ 7,200.00	\$ 40.00	\$ 6,400.00	\$ 34.00	\$ 5,440.00	\$ 38.41	\$ 6,145.60	\$ 42.00	\$ 6,720.00	\$ 72.00	\$ 11,520.00
\$ 85.00	\$ 9,605.00	\$ 75.00	\$ 8,475.00	\$ 72.00	\$ 8,136.00	\$ 82.50	\$ 9,322.50	\$ 108.00	\$ 12,204.00	\$ 160.00	\$ 18,080.00
\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,350.00	\$ 5,400.00	\$ 2,645.29	\$ 10,581.16	\$ 515.00	\$ 2,060.00	\$ 1,385.00	\$ 5,540.00
\$ 1,800.00	\$ 5,400.00	\$ 1,500.00	\$ 4,500.00	\$ 2,650.00	\$ 7,950.00	\$ 4,593.36	\$ 13,780.08	\$ 1,700.00	\$ 5,100.00	\$ 2,630.00	\$ 7,890.00
\$ 55.00	\$ 55.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 823.09	\$ 823.09	\$ 80.00	\$ 80.00	\$ 166.00	\$ 166.00
\$ 34,000.00	\$ 34,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,034.25	\$ 10,034.25	\$ 27,000.00	\$ 27,000.00	\$ 19,360.00	\$ 19,360.00
\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00	\$ 580.00	\$ 3,480.00	\$ 639.66	\$ 3,837.96	\$ 1,500.00	\$ 9,000.00	\$ 775.00	\$ 4,650.00
\$ 12.50	\$ 737.50	\$ 25.00	\$ 1,475.00	\$ 14.50	\$ 855.50	\$ 25.42	\$ 1,499.78	\$ 26.00	\$ 1,534.00	\$ 22.00	\$ 1,298.00
\$ 5.00	\$ 295.00	\$ 5.00	\$ 295.00	\$ 6.00	\$ 354.00	\$ 11.37	\$ 670.83	\$ 13.00	\$ 767.00	\$ 17.00	\$ 1,003.00
\$ 6.00	\$ 900.00	\$ 5.00	\$ 750.00	\$ 7.00	\$ 1,050.00	\$ 14.45	\$ 2,167.50	\$ 9.00	\$ 1,350.00	\$ 22.00	\$ 3,300.00
\$ 4.50	\$ 675.00	\$ 3.00	\$ 450.00	\$ 5.25	\$ 787.50	\$ 6.02	\$ 903.00	\$ 8.00	\$ 1,200.00	\$ 13.00	\$ 1,950.00
\$ 1.20	\$ 6,952.80	\$ 1.75	\$ 10,139.50	\$ 1.25	\$ 7,242.50	\$ 2.68	\$ 15,527.92	\$ 2.00	\$ 11,588.00	\$ 2.40	\$ 13,905.60
\$ 29.00	\$ 176,581.00	\$ 42.50	\$ 258,782.50	\$ 42.00	\$ 255,738.00	\$ 41.76	\$ 254,276.64	\$ 30.00	\$ 182,670.00	\$ 37.55	\$ 228,641.95
\$ 455.00	\$ 7,735.00	\$ 275.00	\$ 4,675.00	\$ 425.00	\$ 7,225.00	\$ 471.79	\$ 8,020.43	\$ 630.00	\$ 10,710.00	\$ 570.00	\$ 9,690.00
\$ 435.00	\$ 435.00	\$ 250.00	\$ 250.00	\$ 410.00	\$ 410.00	\$ 446.99	\$ 446.99	\$ 600.00	\$ 600.00	\$ 540.00	\$ 540.00
\$ 1,100.00	\$ 4,400.00	\$ 250.00	\$ 1,000.00	\$ 392.00	\$ 1,568.00	\$ 1,551.32	\$ 6,205.28	\$ 381.00	\$ 1,524.00	\$ 200.00	\$ 800.00
\$ 0.50	\$ 6,526.00	\$ 0.70	\$ 9,136.40	\$ 3.00	\$ 39,156.00	\$ 1.71	\$ 22,318.92	\$ 3.50	\$ 45,682.00	\$ 2.30	\$ 30,019.60
\$ 462,697.58		\$ 478,287.15		\$ 508,743.50		\$ 525,865.13		\$ 544,503.50		\$ 544,885.40	

Barecky Construction		MAC, Inc.		Landscapers Unlimited		Prism Development		Joe Bland Construction	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 5,035.00	\$ 19,535.80	\$ 3,500.00	\$ 13,580.00	\$ 2,400.00	\$ 9,312.00	\$ 2,750.00	\$ 10,670.00	\$ 4,500.00	\$ 17,460.00
\$ 18.20	\$ 546.00	\$ 20.00	\$ 600.00	\$ 39.00	\$ 1,170.00	\$ 8.50	\$ 255.00	\$ 8.00	\$ 240.00
\$ 21.80	\$ 79,046.80	\$ 20.00	\$ 72,520.00	\$ 7.00	\$ 25,382.00	\$ 18.00	\$ 65,268.00	\$ 53.50	\$ 193,991.00
\$ 3.55	\$ 2,982.00	\$ 15.00	\$ 12,600.00	\$ 5.35	\$ 4,494.00	\$ 25.00	\$ 21,000.00	\$ 17.70	\$ 14,868.00
\$ 3.33	\$ 1,238.76	\$ 4.00	\$ 1,488.00	\$ 6.40	\$ 2,380.80	\$ 4.00	\$ 1,488.00	\$ 4.50	\$ 1,674.00
\$ 0.23	\$ 2,916.40	\$ 0.70	\$ 8,876.00	\$ 0.70	\$ 8,876.00	\$ 0.48	\$ 6,086.40	\$ 0.70	\$ 8,876.00
\$ 25.00	\$ 1,585.00	\$ 50.00	\$ 3,170.00	\$ 125.00	\$ 7,925.00	\$ 25.00	\$ 1,585.00	\$ 30.00	\$ 1,902.00
\$ 1.38	\$ 3,992.34	\$ 2.00	\$ 5,786.00	\$ 2.00	\$ 5,786.00	\$ 1.75	\$ 5,062.75	\$ 1.50	\$ 4,339.50
\$ 5.90	\$ 50,313.43	\$ 5.00	\$ 42,638.50	\$ 4.60	\$ 39,227.42	\$ 6.25	\$ 53,298.13	\$ 9.00	\$ 76,749.30
\$ 194.00	\$ 24,638.00	\$ 200.00	\$ 25,400.00	\$ 204.00	\$ 25,908.00	\$ 175.00	\$ 22,225.00	\$ 124.00	\$ 15,748.00
\$ 88.73	\$ 2,661.90	\$ 300.00	\$ 9,000.00	\$ 575.00	\$ 17,250.00	\$ 195.00	\$ 5,850.00	\$ 280.00	\$ 8,400.00
\$ 88.73	\$ 2,395.71	\$ 100.00	\$ 2,700.00	\$ 115.00	\$ 3,105.00	\$ 266.00	\$ 7,182.00	\$ 28.00	\$ 756.00
\$ 104.00	\$ 14,040.00	\$ 100.00	\$ 13,500.00	\$ 110.00	\$ 14,850.00	\$ 164.40	\$ 22,194.00	\$ 33.00	\$ 4,455.00
\$ 422.00	\$ 23,632.00	\$ 100.00	\$ 5,600.00	\$ 230.00	\$ 12,880.00	\$ 110.00	\$ 6,160.00	\$ 57.00	\$ 3,192.00
\$ 49.00	\$ 7,840.00	\$ 75.00	\$ 12,000.00	\$ 88.00	\$ 14,080.00	\$ 109.00	\$ 17,440.00	\$ 86.00	\$ 13,760.00
\$ 123.00	\$ 13,899.00	\$ 100.00	\$ 11,300.00	\$ 145.00	\$ 16,385.00	\$ 115.00	\$ 12,995.00	\$ 136.00	\$ 15,368.00
\$ 1,152.00	\$ 4,608.00	\$ 1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,500.00	\$ 6,000.00	\$ 620.00	\$ 2,480.00
\$ 1,600.00	\$ 4,800.00	\$ 2,500.00	\$ 7,500.00	\$ 3,100.00	\$ 9,300.00	\$ 2,500.00	\$ 7,500.00	\$ 1,550.00	\$ 4,650.00
\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 50.00	\$ 50.00	\$ 1,500.00	\$ 1,500.00	\$ 760.00	\$ 760.00
\$ 16,400.00	\$ 16,400.00	\$ 27,000.00	\$ 27,000.00	\$ 11,000.00	\$ 11,000.00	\$ 45,373.00	\$ 45,373.00	\$ 46,000.00	\$ 46,000.00
\$ 612.00	\$ 3,672.00	\$ 1,000.00	\$ 6,000.00	\$ 1,500.00	\$ 9,000.00	\$ 965.00	\$ 5,790.00	\$ 2,255.00	\$ 13,530.00
\$ 20.47	\$ 1,207.73	\$ 16.00	\$ 944.00	\$ 50.00	\$ 2,950.00	\$ 50.00	\$ 2,950.00	\$ 16.50	\$ 973.50
\$ 20.47	\$ 1,207.73	\$ 10.00	\$ 590.00	\$ 50.00	\$ 2,950.00	\$ 9.95	\$ 587.05	\$ 4.30	\$ 253.70
\$ 7.36	\$ 1,104.00	\$ 15.00	\$ 2,250.00	\$ 33.00	\$ 4,950.00	\$ 15.50	\$ 2,325.00	\$ 10.00	\$ 1,500.00
\$ 7.36	\$ 1,104.00	\$ 5.00	\$ 750.00	\$ 16.50	\$ 2,475.00	\$ 4.50	\$ 675.00	\$ 2.80	\$ 420.00
\$ 1.66	\$ 9,618.04	\$ 1.80	\$ 10,429.20	\$ 4.40	\$ 25,493.60	\$ 1.95	\$ 11,298.30	\$ 2.00	\$ 11,588.00
\$ 39.68	\$ 241,611.52	\$ 38.25	\$ 232,904.25	\$ 38.00	\$ 231,382.00	\$ 38.50	\$ 234,426.50	\$ 71.20	\$ 433,536.80
\$ 450.00	\$ 7,650.00	\$ 450.00	\$ 7,650.00	\$ 410.00	\$ 6,970.00	\$ 335.65	\$ 5,706.05	\$ 470.00	\$ 7,990.00
\$ 440.00	\$ 440.00	\$ 500.00	\$ 500.00	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 450.00	\$ 450.00
\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,500.00	\$ 6,000.00	\$ 750.00	\$ 3,000.00
\$ 1.12	\$ 14,618.24	\$ 1.25	\$ 16,315.00	\$ 3.65	\$ 47,639.80	\$ 4.11	\$ 53,643.72	\$ 1.30	\$ 16,967.60
\$ 560,654.40		\$ 562,090.95		\$ 577,896.62		\$ 642,883.90		\$ 925,878.40	



October 5, 2009

Steven Manilla, P.E.
Travis County
Transportation & Natural Resources
411 W. 13th Street
P.O. Box 1748
Austin, TX. 78767

RE: TxDOT CSJ 0914-04-200
STP 2005(853) MM
Gilleland Creek Trail phase II- Travis County

Dear Mr. Manilla:

Please find attached a copy of the TxDOT concurrence with award for the bid opening on the above referenced project. The document authorizes the Travis County to proceed with contract execution with Austin Engineering Company.

Mr. Terry McCoy, TxDOT North Austin Area Engineer, will be responsible for the oversight on this project and may be contacted at 997-2202. His office will serve as the primary contact during the construction phase and will provide periodic inspection, as required to meet federal requirements. Please contact his office to allow for their attendance at the pre-construction conference.

Travis County billing statements requesting reimbursement should be submitted to the North Austin Area Office along with appropriate documentation which details the work completed. Please attach a copy of a signed Certification (form attached) with each reimbursement request and send it to the attention of Mr. Terry McCoy, P.E. at 1001 E. Parmer Lane, Suite #B Austin, TX. 78753. Upon his concurrence of the work performed, the billing requests will be forwarded to me for final processing.

Travis County must submit any modifications made to the contract by Field Change to TxDOT for approval prior to execution. This requirement is necessary to ensure the modifications are in compliance with Federal regulations.

Additionally, please furnish four (4) copies of the Project Manual and Construction Plans to this office as soon as possible. If you have any questions or need assistance, please feel free to contact me at 832-7133.

Sincerely,

Jim Chamberlin
Austin District Design

JC:jc
Attachments
xc: Terry McCoy, P.E.



MEMORANDUM

RECEIVED

SEP 23 2009

ENGINEERING OPERATIONS

TO: John A. Barton, P.E.

DATE: September 22, 2009

FROM: Thomas R. Bohuslav, P.E. *TLB*

SUBJECT: Award of Local Let Project
County: Travis
Control: 0914-04-200
Project: STP 2007(853)MM
Highway: Gilleland Creek Trail Phase III

The above referenced project has been reviewed. The Austin District and Travis County recommend awarding the contract to Austin Engineering Company. The amount of the bid was \$350,652.38, which is 52.58% under the Engineer's total estimate of \$739,531.80.

The federal funding for this project is up to \$694,385.74. Travis County is responsible for a 20% match of the low bid amount. Travis County is aware of their responsibility for any overruns.

There were no add/deduct alternates in this project.

Attached is the "State Letter of Authority for Locally Let Projects" indicating clearance for the following:

- Environmental
- Right-of-way
- Utility adjustments
- Re-location assistance
- Encroachments

We request your concurrence in the award of this project. If you have any questions, please do not hesitate to call Scott Nichols at (512) 416-2491.

Approved.
John A. Barton, P.E.
23 Sept 2009

RECEIVED
CONSTRUCTION DIVISION
2009 SEP 24 PM 4:58

CONTRACT NO. 09K00029JW

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
1	100 2001	3.88	AC		Preparing Row, COMPLETE, and IN PLACE per acre.	3000 ⁰⁰	11,640 ⁰⁰
2	104 2022	30	LF		Removing Conc (Curb And Gutter), COMPLETE and IN PLACE per linear foot.	10 ⁰⁰	300 ⁰⁰
3	110 2002	3,626	CY		Excavation (Channel), COMPLETE and IN PLACE per cubic yard.	13 ⁰⁰	47,138 ⁰⁰
4	132 2003	840	CY		Embankment (Final)(Ord Comp)(Ty B), COMPLETE and IN PLACE per cubic yard.	4 ⁵⁰	3,780 ⁰⁰
5	162 2002	372	SY		Block Sodding, COMPLETE and IN PLACE per square yard.	6 ⁰⁰	2,232 ⁰⁰
6	164 2027	12680	SY		Cell Fbr Mch Seed (Perm) (Urban) (Clay), COMPLETE and IN PLACE per square yard.	.50	6,340 ⁰⁰
7	168 2001	63.4	MG		Vegetative Watering, COMPLETE and IN PLACE per thousand gallons.	25 ⁰⁰	1,585 ⁰⁰
8	169 2003	2893	SY		Soil Retention Blanket (CL 1) (TY C), COMPLETE and IN PLACE per square yard.	17 ⁰⁰	49,181 ⁰⁰
9	260 2006	8527.7	SY		Lime Trt (Exst Matl) (6"), COMPLETE and IN PLACE per square yard.	375	31,978 ⁸⁸
10	260 2012	127	TON		Lime (Hyd, Com Or Qk) (Siry) Or Qk (Dry), COMPLETE and IN PLACE per ton.	137 ⁰⁰	17,399 ⁰⁰
11	432 2035	30	CY		Riprap (Conc) (6 in), COMPLETE and INPLACE per cubic yard.	350 ⁰⁰	10,500 ⁰⁰
12	432 2041	27	CY		Riprap (Stone Common)(Dry)(18 in), COMPLETE and IN PLACE per cubic yard.	60 ⁰⁰	1,620 ⁰⁰
13	432 2071	135	CY		Riprap (Stone Common) (Dry) (24 in), COMPLETE and IN PLACE per cubic yard.	60 ⁰⁰	8,100 ⁰⁰
14	450 2072	56	LF		Rail (Handrail) (Ty A), COMPLETE and INPLACE per linear foot.	82 ⁰⁰	4,592 ⁰⁰
15	464 2003	160	LF		RC Pipe (CL III) (18 in), COMPLETE and IN PLACE per linear foot.	30 ⁰⁰	4,800 ⁰⁰

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
16	464 2009	113	LF		RC Pipe (CL III) (36 in), COMPLETE and IN PLACE per linear foot.	50 ⁰⁰	5,650 ⁰⁰
17	467 2209	4	EA		SET (Ty II) (18") (RCP) (3:1) (C), COMPLETE and INPLACE per each.	8100 ⁰⁰	32,000 ⁰⁰
18	467 2215	3	EA		SET (Ty II) (36") (RCP) (3:1) (C), COMPLETE and INPLACE per each.	1175 ⁰⁰	3,525 ⁰⁰
19	496 2030	1	EA		Remove Str (Bollard), COMPLETE and INPLACE per each.	100 ⁰⁰	100 ⁰⁰
20	500 2001	1	LS		Mobilization, COMPLETE and IN PLACE per lump sum.	12,604 ⁰⁰	12,604 ⁰⁰
21	502 2001	6	MO		Barricades, Signs and Traffic Handling, COMPLETE and INPLACE per month.	500 ⁰⁰	3,000 ⁰⁰
22	506 2002	59	LF		Rock Filter Dams (Install) (Ty 2), COMPLETE and IN PLACE per linear foot.	17 ⁰⁰	1,003 ⁰⁰
23	506 2009	59	LF		Rock Filter Dams (Remove), COMPLETE and IN PLACE per linear foot.	5 ⁰⁰	295 ⁰⁰
24	506 2016	150	SY		Construction Exits (Install) (Ty 1), COMPLETE and IN PLACE per square yard.	5 ⁰⁰	750 ⁰⁰
25	506 2019	150	SY		Construction Exits (Remove), COMPLETE and IN PLACE per square yard.	1 ⁵⁰	225 ⁰⁰
26	506 2034	5794	LF		Temporary Sediment Control Fence, COMPLETE and INPLACE per linear foot.	17 ⁰⁰	9,849 ⁸⁰
27	531 2024	6089	SY		Conc Sidewalk (5"), COMPLETE and IN PLACE per square yard.	23 ⁰⁰	140,047 ⁰⁰
28	644 2001	17	EA		Ins Sm Rd Sn Sup & Am Ty 10BWG (1) SA (P), COMPLETE and IN PLACE per each.	470 ⁰⁰	7,990 ⁰⁰
29	644 2056	1	EA		Relocate Sm Rd Sn Sup & Am Ty 10BWG, COMPLETE and IN PLACE per each.	275 ⁰⁰	275 ⁰⁰
30	SS TC001	4	EA		Bollard, COMPLETE and IN PLACE per each.	325 ⁰⁰	1,300 ⁰⁰
31	160 2006	13052	SY		Furnishing and Placing Topsoil (3"), COMPLETE and IN PLACE per Square Yard.	.30	3,915 ⁶⁰

TAX EXEMPT TOTAL	\$ 140,200.95	NON-TAX EXEMPT TOTAL	\$ 240,391.42
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 Amount bid.

Total Base Bid Total Amount

\$ 350,652³⁸

Three Hundred Fifty Thousand Six Hundred Dollars
and
(Print or Type Dollar Amount) Fifty Two

Thirty Eight Cents (\$ 350,652³⁸)
(Print or Type Cents Amount) (Figures)

Please note the following listed abbreviations used for proposed units:

CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards GAL = Gallon LS = Lump Sum MG = Thousand Gallons LBS = Pounds SF = Square Foot MO = Month

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.

BASE BID

The Bidder is (check one of the following and insert information requested),

- ☒ A. A corporation organized and existing under the laws of the State of Texas; or
☐ B. A partnership organized and existing under the laws of the State of _____; or
☐ C. An individual doing business under an assumed name registered under the laws of the State of _____:

Has complied with Instructions to Bidders, examined the Bidding Documents dated July 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers 1 through 4, and has included their provisions in the Bid upon these premises.

ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 4: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy
(including: Exhibit A: List of Key Contracting Persons and Exhibit B:
Contractor Acknowledgement)
2. Attachment 5: Safety Record Questionnaire
3. Attachment 6: Stormwater Pollution Prevention Plan Compliance Agreement
4. Attachment 7: Environmental Compliance and Safety Record Questionnaire
5. Exhibit H-1: Subcontractor Monitoring System Commitment Worksheet
6. Exhibit H-2: Local Government Agencies DBE Program Commitment Agreement Form
7. Exhibit T-1: Summary of Prime DBE – Good Faith Effort
8. Attachment 12: Certificate of Secretary (if Bidder is a corporation)
9. Bid Guaranty (Bid Bond or casher's check) Certification
10. Non-Collusive Affidavit
11. Disclosure of Lobbying Activities
12. Business Ownership Statement

Account Balance Inquiry

Account number . . . : 405-4931-808.81-65
Fund : 405 L/T CERT OF OBLIG 2006
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 65 PURCH SVC INFRASTRUCTR SW

Original budget :	0	
Revised budget :	88,588	10/01/2008
Actual expenditures - current . . :	1,866.40	
Actual expenditures - ytd . . . :	5,780.97-	
Unposted expenditures :	.00	
Encumbered amount :	7,582.97	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	3,668.40	4.1%
Unencumbered balance :	84,919.60	95.9

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

Account number: 405-4931-808-81.65

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
—	0000445331		70,130.56	2010	O07488
—	0000480601		14,789.00	2010	COR001

F12=Cancel

Account Balance Inquiry

Account number . . . : 488-4931-621.81-65
Fund : 488 PFLUGERVILLE HIKE/BIKE
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic . . . : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 81 CAPITAL OUTLAY
Object : 65 PURCH SVC INFRASTRUCTR SW

Original budget : 0

Actual expenditures - current . . : .00
Actual expenditures - ytd . . . : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 280,522.24
Total expenditures & encumbrances: 280,522.24 0.0%
Unencumbered balance : 280,522.24- 0.0

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

Account number: 488-4931-621-81.65

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
—	0000445331		280,522.24	2010	M07488

F12=Cancel

PURCHASE REQUISITION NBR: 0000445331

REQUISITION BY: BRUNILDA CRUZ 854-7679

STATUS: AUDITOR APPROVAL

REASON: 53934 SIDEWALKS-CIP ATTN: JASON WALKER

DATE: 7/16/08

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: AUSTIN ENGINEERING COMPANY

DELIVER BY DATE: 7/16/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION SERVICES FOR GILLELAND TRAIL PHASE III PROJECT. ENCUMBER FUNDS PENDING TX DOT REVIEW OF ENGINEERING PLANS, RELEASE OF FY09 GRANT CONTRACT FOR \$475,000 AND RECEIPT OF BIDS COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SIDEWALK NEW CONSTRUCTION	333120.16	DOL	1.0000	333120.16	
2	5% RETAINAGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE SIDEWALK CONST	17532.64	DOL	1.0000	17532.64	
REQUISITION TOTAL:					350652.80	

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40549318088165	CAPITAL OUTLAY	007488	20.00	66624.03
1	48849316218165	PURCH SVC INFRASTRUCTR SW	GILLAND CRK PHIII 20%MTCH		
		CAPITAL OUTLAY	M07488	80.00	266496.13
2	40549318088165	PURCH SVC INFRASTRUCTR SW	GILLELAND CRK TRL PHASE 3		
		CAPITAL OUTLAY	007488	20.00	3506.53
2	48849316218165	PURCH SVC INFRASTRUCTR SW	GILLAND CRK PHIII 20%MTCH		
		CAPITAL OUTLAY	M07488	80.00	14026.11
		PURCH SVC INFRASTRUCTR SW	GILLELAND CRK TRL PHASE 3		
					350652.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080716 RT COURT
10/20/08 RETURNED PER REQ.GMC

DO NOT APPROVE
WAITING FOR ADD'L
GRANT MONEY REVENUE
CERTIFICATION
THANKS DONNA

9/14/9 UPDATE? EMD BC.GMC

PURCHASE REQUISITION NBR: 0000445331

REQUISITION BY: BRUNILDA CRUZ 854-7679

STATUS: AUDITOR APPROVAL

REASON: 53934 SIDEWALKS-CIP ATTN: JASON WALKER

DATE: 7/16/08

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: AUSTIN ENGINEERING COMPANY

DELIVER BY DATE: 7/16/08

REQUISITION COMMENTS:

9/15/9 PER DONNA WILLIAMS-I THINK STATUS IS SAME
BUT JUST LEFT MESSAGE
WITH PROJECT MANAGER TO
CONFIRM. WILL LET YOU
KNOW WHEN I GET AN
ANSWER FROM HIM

DRAFT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**CONTRACT FOR CONSTRUCTION PROJECT of GILLELAND CREEK TRAIL, PHASE III
BETWEEN TRAVIS COUNTY AND AUSTIN ENGINEERING CO., INC.**

This Agreement is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Austin Engineering Co., Inc., (hereinafter referred to as 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 **Gilleland Creek Trail, Phase III** in Travis County, Texas, in accordance with the provisions of state and federal regulations and conforming to the Contractor's Notice of Construction, Bid Proposal, Specifications and Plans marked **Gilleland Creek Trail Phase III (IFB NO. B090029-JW)**, all of which are hereby incorporated by reference as if fully copied and set forth herein at length;

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 above mentioned documents, Specifications and the Plans marked (IFB NO. B090029-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, **Gilleland Creek Trail, Phase III** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B090029-JW), and the terms, conditions, and provisions of this Contract, to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

1. Entire Agreement. This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked (IFB NO. B090029-JW) including all Exhibits and Attachments thereto represent the entire and integrated Contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written.

2. Completion of Project. The said Contractor further agrees to be available for work within fourteen (14) calendar, and to complete the work within 120 working days, after receiving a written "Notice to Proceed", approved by the Executive Manager, the County Purchasing Agent, and the FHWA Division Administrator. The Contractor warrants that the completed project shall be adequate for the purposes intended.

3. Consideration. Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor in accordance with this Contract, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$350,652.38 consisting of \$140,260.95 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 \$210,391.42 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

DRAFT

replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice.

4. Choice of Law/Venue. This contract shall be construed according to the laws of the State of Texas and the United States of America. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas.

5. Delinquent Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes within Travis County 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.

6. Amendment. This Contract may be amended only by written instrument signed by both the County and the Contractor and subject to the approval of the FHWA Division Administrator. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

7. Notice.

7.1 Manner. Any notice to be given under this Contract shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M. (or successor)
Travis County Purchasing Agent

Hand Delivery:

314 W. 11th St., Ste. 400
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748
Austin, Texas 78767

Copy To:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

CONTRACTOR:

Name of Company: Austin Engineering Co., Inc.
Address: P.O. Box 342349, Austin, TX 78734
Contact: Travis Keller
Title: Vice President

7.2 Effect. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Subsection 7.1 hereof. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office.

7.3 Change of Address. Either party hereto may change its address by giving notice as provided herein.

8. Forfeiture of Contract.

8.1 Forfeiture. Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to the Contract if:

8.1.1. Contractor was doing business at the time of submitting its bid or had done business during the 365-day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons listed in Exhibit A to the Ethics Affidavit which is attached to IFB No. B090029-JW and incorporated by reference therein as Exhibit A (both contained in Attachment 4 thereto); or

8.1.2 Contractor does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.

8.2 Definition. "Is Doing Business" or "Has Done Business" mean:

8.2.1 paying or receiving in any calendar year any money or other valuable thing which is worth more than Two Hundred Fifty Dollars (\$250.00) in the aggregate in exchange for personal services or purchase of any property interest, either real or personal, either legal or equitable, or

8.2.2 loaning or receiving a loan of money, services or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than Two Hundred Fifty Dollars (\$250.00) in the aggregate in a calendar year;

8.2.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published or marked price available to the general public.

8.3 Waiver. 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.

9. Contract Construction.

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

9.2 Headings and Titles. Headings and titles at the beginning of this Contract, including all Exhibits and Attachments hereto, have been included only to make it easier to locate the subject matter covered by that part, section or subsection and shall not be used in construing this Contract.

9.3 Computation of Time. Whenever any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days may be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. Contractor may obtain a copy of Travis County's holiday schedule from the Purchasing Agent.

9.4 Interpretation. Provisions, words, phrases, and Texas statutes and regulations, whether incorporated by actual use or reference into this Contract, including all Exhibits and Attachments hereto, shall be construed in accordance with Chapters 311 and 312 of the Texas Government Code. Provisions, words, phrases, and federal statutes and regulations, whether incorporated by actual use or reference, shall be applied to this Contract, including all Exhibits and Attachments hereto, in accordance with applicable federal regulations and guidelines.

10. Severability. The provisions of this Contract are severable. If any clause, sentence, provision, paragraph, or article of this Contract, including the Exhibits and Attachments hereto, or the application of this Contract, including the Exhibits and Attachments hereto, to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Contract, including the Exhibits and Attachments hereto, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected.

11. Sovereign Immunity. The parties expressly agree that no provision of this Contract, including the Exhibits and Attachments hereto, is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and, Travis County hereby retains all of its affirmative defenses.

12. Compliance with Applicable Law. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances related in any way to this Contract. Contractor shall notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way Contractor's ability to provide service(s) under this Contract. This Paragraph shall be construed in conjunction with Paragraph 7.1 (entitled "Laws to be Observed") of IFB No. B090029-JW.

13. Name and Ownership. Contractor remains responsible for the performance of this Contract, including all Exhibits and Attachments hereto, when there is a change of name or change of ownership, other than an outright sale of Contractor's business such that Contractor, including its officers and executives, is no longer involved in the business's operations. If a change of name or ownership occurs, Contractor shall immediately notify the County Purchasing Agent. No change in the obligations of or to Contractor will be recognized unless or until it

is approved by the Travis County Commissioners Court with the concurrence of the FHWA Division Administrator.

14. Payments.

14.1 Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with this Contract including the Exhibits and Attachments hereto. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of a Correct and Complete invoice to the address below for orders placed by the Purchasing Agent, or to the address indicated on Purchase Orders placed by other authorized County offices and/or departments. Invoices shall be submitted to:

Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

14.2 In addition to the information required under Subsection 9.4 of IFB No. B090029-JW, a "Correct and Complete" invoice shall include at least the following:

14.2.1 Name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address;

14.2.2 County Contract, Purchase Order, or Delivery Order number,

14.2.3 identification of items or services as outlined in this Contract;

14.2.4 quantity or quantities, applicable unit prices, total prices, and total amount; and

14.2.5 any additional payment information which may be called for by this Contract.

The Contractor shall also submit a statement with each invoice showing the percentage completion of the work accomplished during the preceding thirty (30) day period and the percentage completion to date, as well as any additional written information requested by the County to document the progress of the work.

14.3 Payments made under this Contract are subject to the cost principles set forth in 48 C. F. R. Part 31. In addition, this Contract is subject to the Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of 48 C.F.R. Part 31 shall control.

14.4 Contractor must pay its subcontractors for satisfactory performance of their contracts, no later than ten (10) days from the Contractor's receipt of payments from County hereunder. The Contractor shall promptly make full payment of any and all retainage to subcontractors within 30 days after subcontractor's work is satisfactorily completed. Contractor must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Exhibit H-7 as prescribed therein.

14.5 Contractor shall complete and submit other forms and reports, as required, including the forms and reports set forth in Exhibits H-1 - H-10 and other forms and reports required by FHWA or TxDOT.

14.6 All payments under this Section 14 are subject to Paragraphs 5.15 (entitled "Final Payment") and 9.6 (entitled "Acceptance and Final Payment") of IFB No. B090029-JW

15. Successors and Assigns. Upon County's execution of this Contract, including all Exhibits and Attachments hereto, the provisions of this Contract shall be binding upon and inure to the benefit of Travis County and Austin Engineering Co., Inc. and their respective successors, executors, administrators, and permitted assigns.

Additional Contract Provisions

In addition to the Contract provisions set forth above and the Contract provisions set forth in IFB No. B090029-JW, the following Contract provisions apply.

A. The Section below is set forth in Section II of Form FHWA-1273. All references in this Section to SHA mean the County for purposes of this Contract, including the Exhibits and Attachments hereto.

Nondiscrimination

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under this Contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual

responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion,

layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

B. The Section below is set forth in Section V of Form FHWA-1273. All references in that Section to the SHA mean the County for purposes of this Contract including the Exhibits and Attachments hereto.

Statements and Payrolls

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**
The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. **Payrolls and Payroll Records:**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program

has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under this Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on this Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into this Contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

The above Section is not subject to the General Dispute Resolution provisions set forth in IFB NO. B090029-JW, but is subject to the Dispute Resolutions set forth in 29 CFR Parts 5, 6 and 7. Disputes subject to these regulations include labor disputes between the Contractor and any of its subcontractors, the Contractor and the County, the Contractor and the Department of Labor, and the Contractor and any of its employees or their representatives.

The Section above covers both Contractors and subcontractors and is subject to the provisions set forth in 23 CFR Section 635.118.

C. The Section below is set forth in Section VI of Form FHWA-1273. All references in that Section to SHA mean the County, for purposes of this Contract including the Exhibits and Attachments hereto. [THESE PROVISIONS MAY NOT APPLY TO MANY ROAD CONSTRUCTION CONTRACTS.]

Record of Materials, Supplies and Labor

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of this Contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

D. Maintenance of and Right of Access to Records

1. The Contractor shall maintain all books, documents, papers, accounting records, other records and other evidence pertaining to goods, materials, supplies, and services provided under this Contract, including the Exhibits and Attachments hereto, and all costs and expenses for such goods, materials, supplies, and services provided hereunder. With respect to accounting records, the Contractor shall maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results. This Paragraph is subject to and should be construed in accordance with Section V of Form FHWA-1273.

2. The records described in Paragraph 1 above shall be maintained during this Contract period and for four (4) years from the date of completion of work defined under this Contract, including the Exhibits and Attachments hereto, or until any impending litigation has been completely and fully resolved, or until all pending matters relating to this Contract, including the Exhibits and Attachments hereto, are closed, whichever occurs last.

3. At no expense, the County, TxDOT, the FHWA, [may substitute U.S.DOT] the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any of their duly authorized representatives shall have access to the records described in Paragraph 1 above for purposes of making audits, examinations, excerpts and transcriptions.

E. Disadvantaged Business Enterprise (DBE) Program Requirements

1. In accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), the Contractor agrees to comply with the requirements set forth in Attachment 8 to IFB No. B090029-JW, including all documents attached thereto, covering TxDOT's DBE Program requirements adopted by Travis County.

2. The Contractor shall submit progress assessment reports (Exhibit H-3, Attachment 8), to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement to the Transportation and Natural Resources Department, with one copy to the County's DBE Liaison officer at the Travis County Purchasing office, 314 West 11th Street, Suite 400, Austin, Texas 78701.

3. Prior to contract closeout, the Contractor shall submit a final report, (Exhibit H-4, Attachment 8), to the County's DBE Liaison officer at the Travis County Purchasing office, 314 West 11th Street, Suite 400, Austin, Texas 78701.

4. The Contractor's subcontracting program must comply with the requirements of Attachment 8 to IFB No. B090029-JW, (DBE requirements).

5. The Contractor must not terminate for convenience a listed DBE subcontractor or an approved substitute firm and subsequently perform the work of the terminated subcontractor with Contractor's own personnel or those of an affiliate, without prior written consent of County or FHWA [may substitute U.S.DOT] as appropriate.

6. All subcontracts for goods, materials, supplies, and services related to the construction contract shall include the provisions of this Section and any other provisions required by law.

7. Contractor shall monitor DBE subcontractors to ensure that contracted work is performed, and County shall monitor Contractor to ensure Contractor's compliance with the DBE program requirements set forth in this Section and Attachment 8 to IFB No. B090029-JW.

F. The provisions below are set forth in Section VIII of Form FHWA-1273. All references in that Section to the SHA or the SHA "Contracting Officer" mean the County, for purposes of this Contract including the Exhibits and Attachments hereto.

Safety: Accident Prevention

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §333).

3. Pursuant to 29 CFR §1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §333).

G. The provisions below are set forth in Section IX of Form FHWA-1273.

False Statements Concerning Highway Projects

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project

H. Subcontracting

1. Before subcontracting the work or any of its other responsibilities under this Contract, the Contractor shall obtain the written consent of the Travis County Commissioners Court. Before authorizing a subcontract, the County shall ensure that each subcontract is evidenced in writing and that it contains all pertinent provisions required hereunder to be included in all subcontracts; and, in connection herewith, in its discretion and with the

concurrence of the FHWA Division Administrator, the County may require that Contractor certify that each subcontract will be in the form of a written agreement containing all such required provisions.

2. To ensure that all work under this Contract, including the Exhibits and Attachments hereto, and all related subcontract work is performed in accordance with the Contract requirements, Contractor shall furnish: (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations regardless of who performs the work; and (b) such other of its own organizational resources (supervision, management, and engineering services) as the County determines are necessary to assure the performance of this Contract.

I. Applicability

1. The following Contract provisions set forth in IFB NO. B090029-JW and this Contract shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR §5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**Required Contract Provisions
Form FHWA-1273**

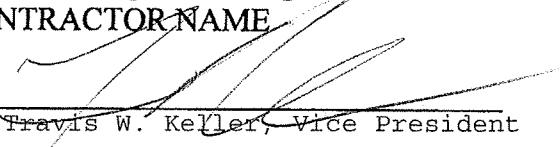
Section II.	Nondiscrimination
Section III.	Nonsegregated Facilities
Section IV.	Payment of Predetermined Minimum Wage
Section V.	Statements and Payrolls
Section VI.	Record of Materials, Supplies, and Labor
Section VII.	Subletting or Assigning the Contract
Section VIII.	Safety: Accident Prevention
Section IX.	False Statements Concerning Highway Projects
Section X.	Implementation of Clean Air Act and Federal Water Pollution Control Act
Section XI.	Certification Regarding Debarment Suspension Ineligibility and Voluntary Exclusion
Section XII.	Certification Regarding use of Contract Funds for Lobbying


EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

Austin Engineering Co., Inc.
CONTRACTOR NAME

BY: _____
TRAVIS COUNTY JUDGE

BY: 
Travis W. Keller, Vice President

APPROVED AS TO FORM: 

TRAVIS COUNTY ATTORNEY

APPROVED: _____

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY



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 10/9/09

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 08T00249NB, SMITH PROTECTIVE SERVICES, INC., FOR ON-SITE SECURITY GUARD SERVICES. (TRAVIS COUNTY ADULT PROBATION DEPARTMENT)

Points of Contact:

Purchasing: Nancy Barchus, 854-9764

Department: Adult Probation Department, Dr Geraldine Nagy, Director, 854-4608, Rosie Ramon-Duran, Assistant Director, 854-4608, Brenda Sasaki, 854-3150

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, approved by Commissioners Court on July 15, 2008, requires the vendor to provide On-Site Security Guard Services to Travis County Domestic Relations and Counseling and Education Services.

Modification No. 3 adds On-Site Unarmed, Uniformed Security Guard Service to the contract. This additional service will be for Travis County Adult Probation at their Mental Health Unit.

Modification No. 2, approved by the Purchasing Agent on May 13, 2009, extended the contract for an additional year.

Modification No. 1, approved by the Purchasing agent on August 6, 2008, was to cancel on-site security guard service at 5501 Airport Blvd.

- **Contract Expenditures:** Within the last twelve months, \$43,732.71 has been spent against this contract.

- **Contract Modification Information:**

Modification Amount: estimated requirements

Modification Type: N/A

Modification Period(s): N/A

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☒ Funding Account(s) 052-3920-585-6031
- ☒ Comments: Requisitions will be entered into H.T.E. as needed.

➤ **Statutory Verification of Funding:**

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

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 6, 2009
ISSUED TO: Smith Protective Services Attn: Mr. Pat Byrne 1301 South IH 35, Suite 100 Austin, TX 78741	MODIFICATION NO.: 0003	EXECUTED DATE OF ORIGINAL CONTRACT: July 15, 2008
ORIGINAL CONTRACT TERM DATES: <u>July 15, 2008 to July 14, 2009</u>		CURRENT CONTRACT TERM DATES: <u>July 15, 2009 to July 14, 2010</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/A (as needed) Current Modified Amount \$ N/A (as needed)

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The purpose of this modification is to add the following like services to the list of services available on contract. This modification will add on-site, unarmed, uniformed security guard services to an additional Travis County location requiring security services.

Service:

Billing Rate:

On-Site Unarmed, Uniformed Security Officer

Straight Time: \$13.05 per hour
(8am to 5 pm, Monday through Friday)

Holiday/Premium Time: 1 ½ times the billing rate
(5:01 pm to 7:59 am, Monday through Friday and Holidays)

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>SMITH PROTECTIVE SERVICE, INC.</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>PAT BYRNE</u>	DATE: <u>10-6-2009</u>
PRINT NAME	
TITLE: <u>BRANCH MANAGER</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: <u>10/9/09</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	

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

October 2, 2009

To: Nancy Barchus, Travis County Purchasing Office

From: Brenda Sasaki, Travis County Adult Probation Department

A handwritten signature, likely of Brenda Sasaki, in dark ink.

Re: Security services contract 08T00249NB

Our department is requesting a location to be added to the security services Contract No. 08T00249NB. We have obtained a proposal for the following Services and location:

Travis County Adult Probation
Mental Health Unit
4920 IH 35 North, Suite 110
Austin, TX 78751

Services: On-site unarmed, uniformed security officer
Billing rates: \$13.05 per hour
Holiday/Premium rates: 1 and ½ times the billing rate
40 hours per week (8:00 am to 5:00 pm, Monday through Friday)
Funding will come from our state budget line item 052-3920-585-6031
Project V20PRO.

We would like to get this added as soon as possible and have it extend through the end of our 2010 fiscal year on 8/31/10, with an option to extend through the following fiscal year.

A copy of the proposal is attached. Let me know if you need any additional information.

Thank you

September 16, 2009

Ms. Donna Harp
Travis County Probation Unit
4920 N. IH 35
Austin, Texas

Dear Donna:

It is a pleasure to submit this proposal. Thank you for considering **Smith Protective Services** in your security planning. We are the largest privately owned security agency in Texas, founded in 1903. Smith provides professional security services to the major metropolitan areas of: Austin, Dallas, Ft. Worth, Houston, and San Antonio.

We understand your time is very valuable, thus we have reduced this proposal to the shortest format possible. If desired, we will provide detailed information on each facet of our company philosophy and support elements. This proposal is based on the security directives you outlined during our conversation for **Travis County Probation Unit**.

SMITH provides the following as standard support services:

- | | |
|---|---|
| - Required Insurance Coverage | - Officer State Certified Training |
| - Regular Supervisor Post Inspections | - Relief or Replacement Officers As Needed |
| - 24-Hour Dispatcher Contact for Officers | - Customer Service Satisfaction Contacts |
| - Development of Officer Post Orders | - Support Equipment/Supplies for Officers |
| - Pre-employment Officer Screening | - Payroll and Administrative Support Duties |

Officers & Training: Smith has a zero tolerance for drug or alcohol abuse. Commissioned officers are drug tested in compliance with DPS/TPSB standards under 430.03 Rules. Training consists of all Texas mandated security courses, and then applicants must complete a training program which consists of: Introduction to Security, Importance of the Security Officer, Legal Issues, Human and Public Relations, Report Writing, and Fire Prevention and Control. Individual account training is then conducted, with follow up or remedial training as needed. Rigid policies concerning Fraternization and Sexual Harassment are part of their training. Our personnel are provided with optional insurance programs they may choose to participate in, and have numerous benefits available for additional earnings, savings, and personal recognition. A wage plan is recommended for incentives regarding officer performance, retention, and account stability.

Account Services: Our management staff personally remains in contact with our clients on a routine basis, to ensure they are receiving good service.

Duty Inspections: Mobile guard force supervisors perform random post inspections of accounts. Officers are required to check in to our 24-hour per day dispatch office regularly. We do not feel an answering service is adequate for a company involved in security. Should they fail to check in, a patrol is sent to physically check on the officer and client property status?

Post Orders: Smith meets with clients prior to the start up of an account. Officer required specific tasks are obtained by our operations staff. Professionally formatted post orders are written for the post, given to the client for review/approval, finalized, and implemented for post directives. Officers provide daily reports by statute.

Officer Accountability: Smith can also provide an automated officer scan tour watch system should the client require. There are several options available regarding this service that would need to be negotiated separately. Other items of equipment necessary for safety and duty performance are also negotiable.

Pre-calls/Coverage: On all sensitive locations, and especially those outside the metropolitan area, officers are required to call our 24-hour dispatch office to verify they are en route to their assignment. Once on post, they must call in again to verify their arrival. Should an officer fail to pre-call or report for duty as scheduled, a patrol unit is dispatched automatically to the client's account. The patrol assumes the post until either the officer assigned responds to post, or another officer is assigned to the post for the remainder of the shift.

Insurance: Provided as stipulated by the client. As with any amenity, insurance is a variable cost and based on the levels requested. Our standard general liability and worker's comp is provided at no additional cost to our customers, as mandated by statute. Additional coverage above our standard amounts can be provided at an additional cost.

Cost Analysis: The cost analysis is based on three required factors: (1) Our labor market has a low 3.3% unemployment rate, which equates to the necessity to pay qualified personnel a competitive market wage. (2) Smith profiles officers assigned to perform the specific requirements established by the client at a satisfactory duty performance level. (3) Any additional needs required by the client, we calculate, our billing rates on a cost plus basis.

Security officer rates:

.Unarmed/Uniformed security officer:

Billing rate:

\$13.05 per hour

Holiday/Premium rates:

1 and ½ times the billing rate.

We will have our officer's pre approval by the Travis County manager before they are assigned at the security post. We understand they must complete a Travis County criminal record check prior to assignment. Shifts are 8am to 5pm Monday thru Friday with proper breaks for 8 hours billed per day.

Electronically submitted,

Pat Byrne

Branch Manager

Smith Protective Service

1301 S. IH 35 Suite 100

Austin, Texas 78741

512-467-2590

Fax: 512-467-7625

pbyrne@smithprotective.com

Encl: Confidential Reference List

TRAVIS COUNTY
Account Balance Inquiry10/08/09
07:46:52

Fiscal Year	:	2010
Account number	:	52-3920-585.60-31
Fund	:	052 COMMUNITY SUPERVSN & CORR
Department	:	39 COMMUNITY SUPERV & CORR
Division	:	20 BASIC SUPERVISION
Basic activity	:	58 CORRECTNS & REHABILITATN
Sub activity	:	5 COMMUNITY SUPERV & CORR
Element	:	60 OTHER PURCHASED SERVICES
Object	:	31 SECURITY SERVICES

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

Press Enter to continue.

F3=Exit F12=Cancel



TRAVIS COUNTY PURCHASING OFFICE

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

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

16

Approved by: _____

Cyd V. Grimes 10/9/09

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 9) TO CONTRACT NO. 03T000580J, ALLIANCE WORK PARTNERS, FOR THE EMPLOYEE ASSISTANCE PROGRAM FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, Kristine Nilsen, 854- 9165, Roger El Khoury, 854-9664

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

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

The contract provides the Employee Assistance Program (EAP) for Travis County employees. The Commissioners Court approved the contract for the Employee Assistance Program on November 19, 2002.

The modification will extend the contract for the Employee Assistance Program with Alliance Work Partners, for an additional twelve (12) months, through November 30, 2010. The contract extension is permitted pursuant to Paragraph 2.2, of the contract, entitled "Term of Contract". On September 5, 2006, the Commissioners Court ordered this contract exempt from the County Purchasing Act. The rate was increased last year to \$1.13 per employee per month for EAP services with up to five (5) visits per incident. The rate will remain the same for this period.

Modification No. 8 was previously issued to extend the contract period for an additional twelve (12) months, through November 30, 2009. It was approved by the Commissioners Court on November 11, 2008.

Modification No. 7 was previously issued to extend the contract period for an additional twelve (12) months, through November 30, 2008. It was approved by the Commissioners Court on November 27, 2007.

Modification No. 6 was previously issued to extend the contract period for an additional

RECEIVED
COUNTY JUDGE'S OFFICE
OCT 13 PM 3:12

twelve (12) months, through November 30, 2007. It was approved by the Commissioners Court on October 16, 2006.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through November 30, 2006. It was approved by the Commissioners Court on November 22, 2005.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through November 30, 2005. It was approved by the Commissioners Court on September 21, 2004.

Modification No. 3 was previously issued to incorporate an Assignment of Contract that changed the company name from Workers Assistance Program to Alliance Work Partners. It was approved by the Commissioners Court on June 29, 2004.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through November 30, 2004. It was approved by the Commissioners Court on October 14, 2003.

Administrative Modification No. 1 was issued on December 10, 2002, to correct the contract number.

➤ **Contract Expenditures:** Within the last 12 months \$54,240.00 has been spent against this contract.

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 483743
- ☒ Funding Account(s): 001-1130-522-6401
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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



Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4827

MEMORANDUM

DATE: September 10, 2009

TO: Cyd Grimes, County Purchasing Agent
Lolly Jones, Purchasing Agent Assistant IV

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

FROM: *KN/S*
Kristine Nilsen, HRMD Interim STER Manager

SUBJECT: **Contract No. 03T00058OJ, Employee Assistance Program**

The Human Resources Management Department (HRMD) has reviewed and evaluated the above referenced contract. It has been determined that the professional services related to the Employee Assistance Program, Contract Number 03T00058OJ, have been provided at a level that merits the contract's extension. The contract rate and services remains \$1.13 per employee per month, with up to five (5) visits per incident; and, includes 100 hours of training per year.

Travis County employees and managers continue to benefit from the quality of counseling, mediation and training services. Therefore, please initiate the extension of this contract to the next option year ending November 30, 2010. The contract will continue to be funded from the fourteen digit account number 001-1130-522-6401 and service has been included in the FY10 budget.

cc: Judge Samuel T. Biscoe
Commissioner Margaret J. Gómez
Dan Mansour, Risk/Benefits Manager

/tjr

PURCHASE REQUISITION NBR: 0000483743

REQUISITION BY: THELMA RILEY EXT. 44825

STATUS: DEPARTMENT APPROVAL
REASON: EMPLOYEE ASSISTANCE PROGRAM

DATE: 10/09/09

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: ALLIANCE WORK PARTNERS

DELIVER BY DATE: 10/12/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EMPLOYEE ASSISTANCE PROGRAM DEC 2009 THRU NOV 2010 COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: EMPLOYEE ASSISTANCE PRG	12.00	MO	4520.0000	54240.00	
REQUISITION TOTAL:					54240.00	

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT	PROJECT	%	AMOUNT	
1	00111305226401	EMPLOYEE TRANG & ASSISTNC EMPLOYEE ASSISTANCE PROG	100.00	54240.00	
				54240.00	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 8, 2009
ISSUED TO: Alliance Work Partners Attn: Terrance R. Cowan 2525 Wallingwood Dr. Bldg. 5 Austin, Texas 78746	MODIFICATION NO.: 9	EXECUTED DATE OF ORIGINAL CONTRACT: November 19, 2002

ORIGINAL CONTRACT TERM DATES: 12/1/2002—11/30/2003 CURRENT CONTRACT TERM DATES: 12/1/2009—11/30/2010

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 49,971.00 Current Modified Amount \$ 54,240.00

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.

Recitals

County Commissioners Court has reviewed the services provided under this contract and found that the services are professional services. On September 5, 2006, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services. In modification 6 the contract was amended to allow County to exercise annual options.

Agreement

County exercises its seventh option to extend this contract for one additional year. The seventh option commences December 1, 2009. During the seventh option year, County selects five as the maximum number of visits allowed per incident. During the seventh option year, County shall pay Contractor \$1.13 per employee per month for full Employee Assistance Program Services with up to five (5) visits per incident and 100 hours of training.

County and Contractor incorporate the Contract and all prior modifications into this modification. Except for the changes made in this Modification Nine, County and Contractor hereby ratify all of the terms and conditions of the contract. This modification is effective on the date of on which it is approved by the Commissioners Court.

Note to Vendor:

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

Alliance Work Partners

BY: _____
SIGNATURE
PRINT NAME: _____
TITLE: Policy Registrar, ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE: _____

TRAVIS COUNTY, TEXAS

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

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

COPY



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

17

Approved by: _____

Cyd V. Grimes 10/9/09 MB

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 60, 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; Jim Barr, AIA, LEED AP, Senior Project Manager

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. 60 to Architectural Habitat of Austin, Inc. This job order is issued to provide minor construction and renovation services for the Tax Office Expansion and Remodel at 5501 Airport Blvd.

This expansion and remodel will include the demolition of drywall and framing, millwork, painting, HVAC system installation, plumbing, electrical and fire alarm/sprinkler system installation, among other services.

Upon approval, Job Order No. 60 will be issued at the total negotiated cost of \$231,506.70.

➤ **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. 483622)
- ☒ Funding Account(s): 510-1405-801-8102
- ☒ Total Project Budget: \$312,000.00
- ☒ Construction Budget: \$267,000.00
- ☒ Design Budget: \$10,000.00
- ☒ Miscellaneous Budget: \$35,000.00
- ☐ 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 St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: ABB-27-09F-1R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Jim Barr, AIA, LEED AP, Sr. Project Manager

DATE: October 8, 2009

SUBJECT: 5501 Airport Blvd Building – Tax Office Expansion and Remodel
Contract No.: 07K00307RV

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "VIA:" line of the memorandum.

Facilities Management Department (FMD) recommends issuance of a purchase order under the Minor Construction and Renovation Contract for the 5501 Airport Blvd Building – Tax Office Expansion and Remodel in the amount of \$231,506.70 to Architectural Habitat of Austin.

FMD has reviewed the proposal and determined that it is fair and reasonable. The construction schedule is 90 calendar days after issuance of the notice to proceed.

Project funds are located in account number 510-1405-801-8102 and are encumbered under requisition number 483622. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on October 20, 2009. If approved, please issue a fully executed contract to Architectural Habitat of Austin. Please call Jim Barr at extension 49190 if you have any questions.

ATTACHMENTS:

1. Supporting documents
2. Project Budget Vs. Cost Spreadsheet

COPY TO:

Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Richard Villareal, Purchasing Agent Assistant IV, TCPO
Amy Draper, C.P.A., Financial Manager, FMD
Kim Nguyen, AIA, LEED AP, Sr. Architectural Associate, FMD

TAX OFFICE EXPANSION

ATTN: KIM

DATE 10-5-09

FILE:TOE

DAYS

<u>ITEM</u>	<u>AMOUNT</u>
SUPERVISION	\$ 10,000.00
CLEAN UP	IN DRYWALL
FINAL CLEAN	\$ 1,364.00
DUMPSTERS	\$ 2,500.00
PERMIT	NONE
SAW CUTTING	\$ 809.00
HEADER ALLOWANCE	\$ 500.00
WALL PANELS	\$ 11,400.00
BALLARDS	\$ 1,900.00
MILLWORK	\$ 6,200.00
DRSS/FRMS/HDW	\$ 2,564.00
ALUM/GLASS	\$ 500.00
DRYWALL/ACC	\$ 39,282.00
PAINT	\$ 23,471.00
FLOOR FINISH	\$ 8,756.00
CONC SEAL	IN FLOORS
MARKER BOARDS	NONE
SINAGE	NONE
TOILET COMP/ACC,\$	NONE
FIRE ALARM	\$ 3,768.00
FIRE SPRINKLER	\$ 8,123.00
PLUMBING	\$ 4,531.00
HVAC	\$ 34,000.00
ELEC	\$ 34,672.00
COMM	\$ 8,026.00
TV	IN COMM
SUB TOTAL	\$ 202,366.00
P/O	\$ 20,236.60
SUB TOTAL	\$ 222,602.60
BOND	\$ 8,904.10
TOTAL	\$ 231,506.70

NO OVERTIME IN BID

OFFICE AREA 101-104 30 DAYS

SECURE STOR 30 DAYS

ALL OTHER 50 DAYS

Architectural Habitat of Austin, Inc.

Attn.: Ms. Jan Cannaday

1707 West Koenig Lane

Austin, Texas 78756

- A. JOB ORDER NO. 60, WHICH REQUIRES **ARCHITECTURAL HABITAT OF AUSTIN, INC.** TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES FOR THE **TAX OFFICE EXPANSION AND REMODEL AT 5501 AIRPORT BLVD.**, 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 **\$231,506.70** IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: **NINETY (90) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.**

ARCHITECTURAL HABITAT OF AUSTIN, INC.

Jan Cannaday 10-9-09
JAN CANNADAY DATE

Cyd V. Grimes 10/12/09
CYD W. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE

PURCHASE REQUISITION NBR: 0000483622

REQUISITION BY: ANGELA DAVIS 854-9084

STATUS: INSUFFICIENT FUNDS

REASON: CONTRACT 07K00307RV (TAX OFFICE REMODEL)

DATE: 10/08/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN

DELIVER BY DATE: 11/30/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	JO#60 - TAX OFFICE EXPANSION AND REMODEL AT 5501 AIRPORT BLVD. PROPOSAL DATED 10/5/09. COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: GEN BUILDING IMPROVEMENTS	219931.36	DOL	1.0000	219931.36	
2	5% RETAINAGE COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: RETAINAGE	11575.34	DOL	1.0000	11575.34	
REQUISITION TOTAL:					231506.70	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51014058018102 CAPITAL OUTLAY	KTO001	100.00	219931.36
	PURCHSD SERV-BLDG IMPROVM	TAX OFF RENOVATN -5501 AP		
2	51014058018102 CAPITAL OUTLAY	KTO001	100.00	11575.34
	PURCHSD SERV-BLDG IMPROVM	TAX OFF RENOVATN -5501 AP		
				231506.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Facilities Management Department

Project Budget Vs. Cost

Date: 10/7/2009

Tax Office Renovation Project at 5501 Airport Blvd	Budget	Fund Encumbered to Date	Current Request	Total Costs to Date	Saving (Deficit)
Planning and Design Costs Including:					
Architects and Engineering Fees; Survey/Geotech/EA/Others; Design Permits and Fees; Printing and Reproductions	\$ 10,000	\$ 6,410	\$ -	\$ 6,410	\$ 3,590
Construction Costs Including:					
Construction Contract Cost; Construction Change Orders; Construction Testing; Construction Permits and Fees; Misc Construction; Construction Contingency	\$ 267,000	\$ -	\$ 231,507	\$ 231,507	\$ 35,493
Misc Cost Including:					
ITS: Data Cable; Phone switches; etc.../ FFE: Furniture; Fixtures, Equipment, etc.../ Security: Cameras; Panic Buttons; etc.../ Move: Boxes, Furnitures, etc..	\$ 35,000	\$ 28,000	\$ -	\$ 28,000	\$ 7,000
6,500 SF					
Total Project	\$ 312,000	\$ 34,410	\$ 231,507	\$ 265,917	\$ 46,083
Cost per Square Feet	\$ 48.0			\$ 40.9	



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

18

Approved by: _____

Cyd V. Grimes 10/12/09 MB

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE PRE-QUALIFIED LIST OF PROFESSIONAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING; STRUCTURAL ENGINEERING; AND LANDSCAPE ARCHITECTURAL FIRMS FOR UTILIZATION ON SMALL PROJECTS IN TRAVIS COUNTY, RFQ NUMBER Q090290-JT. (FMD)

Points of Contact:

Purchasing: Jorge Talavera

Department: Facilities Management, Roger El Khoury, M.S., P.E.; Jim Barr, AIA, LEED AP, Sr. Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other: Kim Nguyen, AIA, LEED AP, Sr. Architectural Associate; Richard Avery, AIA, LEED AP, Facilities Systems Project Manager

- **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 3, 2009, Facilities Management made a request to Purchasing for development of an RFQ to establish a list of pre-qualified professional MEP Engineering; Structural Engineering; and Landscape Architectural firms to supplement FMD staff in the completion of small projects as the need arises.

RFQ Q090290-JT was issued on August 10, 2009, and closed on September 2, 2009, with twenty-six (26) responses (Qualifications Statements) received. FMD staff reviewed all Qualifications Statements against the requirements of the RFQ, and after evaluation by the Selection Committee, all but one were found to be suitable for inclusion on the pre-qualified list attached hereto. The firm being excluded indicated that they do not have any of the required licensed professionals on staff.

The pre-qualified list (Attachment A) will be maintained by Purchasing and provided to departments as small project requirements (under \$100K) arise. The proposed procedures for utilization of the firms on the pre-qualified list are also attached (Attachment B) for the Court's review and approval. The Purchasing Office and FMD recommend approval of the pre-qualified list of MEP Engineering, Structural Engineering and Landscape Architectural firms, along with the procedures for usage.

Essentially, once a project has been identified, qualifications of those firms that provide the particular service required will be reviewed to determine the most highly qualified provider. A contract will then be negotiated with that firm. In order to ensure maximum utilization of all firms on the list, once a contract has been awarded, the firm to whom the award was made will be moved to the bottom of the list, until all firms in that particular discipline have been utilized.

An exception would be made if it is not in the best interest of the County to select from the list of remaining firms. Conversely, if a contract cannot be negotiated with the most highly qualified firm, negotiations will be terminated, and we will select the next most highly qualified firm from the list and attempt to negotiate a contract at a fair and reasonable price.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 As Needed
 Contract Type: Professional Services
 Contract Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 176 Responses Received: 26
 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.:
- ☐ Funding Account(s):
- ☐ Comments:

REQUESTED ACTION:

Attachment A: Pre-qualified List of Firms

____ **Approved** ____ **Disapproved**

Attachment B: Utilization procedures

____ **Approved** ____ **Disapproved**

 Samuel T. Biscoe
 Travis County Judge

 Date



FACILITIES MANAGEMENT DEPARTMENT

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

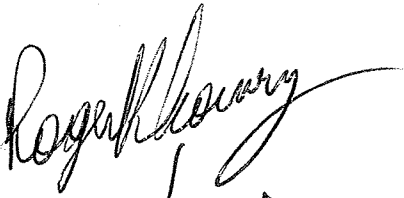
1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226


MEMORANDUM

FMD Project: PDC AE Selection

FILE: 402

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Jim Barr, AIA, LEED AP, Sr. Project Manager 

DATE: October 8, 2009

SUBJECT: Mechanical, Electrical, Plumbing Engineering, Structural Engineering and Landscape Architect Pool, RFQ. No. Q090290-JT

Facilities Management Department (FMD) recommends acceptance into the pool of approved consultants the Mechanical, Electrical and Plumbing Engineering, Structural Engineering and Landscape Architectural firms as shown in the attachment. The scope of work is detailed in the subject RFQ.

FMD has reviewed the RFQ responses of each of the firms and recommends acceptance of all but one of the firms. That firm's submittal did not indicate that any of the required licensed professionals are on staff. Each of the other firms provided evidence of meeting the staffing requirements, project experience and other criteria of the RFQ.

Funding for professional services will be requisitioned for each project following selection, negotiation and approval of the appropriate consultants. In accordance with the procedure to secure approval, this request is being forwarded along with supporting documents for approval by the Commissioners Court on October 20, 2009. If you have questions please contact Jim Barr at 854-9190.

ATTACHMENTS:

1. RFQ Evaluation Spreadsheet

COPY TO:

Amy Draper, CPA, Financial Manager, FMD
Kim Nguyen, AIA, LEED AP, Sr. Architectural Associate, FMD
Jorge Talavera, CPPB, Purchasing Agent Assistant IV, TCPO

Attachment A

Firm Name (Alpha)	
1	Brockette/Davis/Drake
2	Bury + Partners
3	BWM Group
4	Coleman and Associates
5	EEA Consulting Engineers
6	Eleanor H. McKinney
7	Encotech Eng. Consultants Inc.
8	Goetting and Associates
9	Halff Associates, Inc.
10	Harutunian Engineering, Inc.
11	Jaster Quintanilla and Assoc. Inc.
12	Land Design Partners
13	Lawrence Group
14	Lockwood, Andrews and Newnam
15	Luck Design Group
16	MWM Design Group
17	Othon, Inc.
18	PE Structural Consultants, Inc.
19	rvi
20	SEC Planning, LLC
21	Stanley Consultants, Inc.
22	Steinman Luevano Structures, LLP
23	TBG Partners
24	Texas Energy Engineering Svcs.
25	Winterowd Associates, Inc.

ATTACHMENT B
**UTILIZATION PROCEDURES: PRE-QUALIFIED LIST OF MEP ENGINEERING,
STRUCTURAL ENGINEERING AND LANDSCAPE ARCHITECTURE FIRMS**

October 9, 2009

Facilities Management Department (FMD) requested that the Purchasing Office solicit Qualifications Statements from professional MEP Engineering, Structural Engineering and Landscape Architecture firms to establish a pre-qualified list of firms that, on the basis of demonstrated competence and qualifications, are the most highly qualified firms to provide A/E services to complete small projects as the need arises. An RFQ for these services (RFQ #Q090290-JT) was issued on August 10, 2009, resulting in twenty-six responses. Upon evaluation of these Qualifications Statements, it was determined that twenty-five respondents met the minimum qualifications of the RFQ, and as such would be included on the pre-qualified list. The following defines the purpose of, and sets forth the procedures for, the selection and use of the firms on the pre-qualified list.

PURPOSE

Develop a pre-qualified list of A/E firms that will be utilized to assist Travis County to:

- Procure Mechanical, Electrical, Plumbing (MEP) Engineering; Structural Engineering; and Landscape Architectural Services for small projects (\$100K or less in fees).
- Respond to health and safety issues that require immediate attention.
- Expedite unanticipated work requests for engineering and architecture services as they arise.
- Reduce the cost and time required to solicit services and award contracts for multiple small projects.

TYPES OF SMALL PROJECTS REQUIRING A/E SERVICES

The types of services that can be performed under contracts developed through the pre-qualified list can include, but are not limited to, small projects for:

- Existing building MEP system evaluations for condition assessment and recommendation for repair, adjustment, modification and replacement. Production of construction contract documents, cost estimating and required construction contract administration for project execution.
- New building MEP system schematic design, design development, construction document production, cost estimating and construction contract administration in coordination with requesting department's projects.
- Structural analysis of existing facilities.
- Structural design, design development, cost estimating, construction contract document preparation and construction contract administration for remodels and new projects.
- Landscape architectural services to include studies and recommendations for landscape design, plant selection, green roof development and installation and services related to site development, design and construction. Preparation of presentation documents and construction documents. Cost estimates, construction contract administration and maintenance program development for landscape sustainability.

SERVICES NOT INCLUDED

Professional services to be performed either by requesting department or by other professional disciplines:

- Architectural services
- Civil Engineering services
- Land Surveying

ATTACHMENT B
UTILIZATION PROCEDURES: PRE-QUALIFIED LIST OF MEP ENGINEERING,
STRUCTURAL ENGINEERING AND LANDSCAPE ARCHITECTURE FIRMS
October 9, 2009

PROCUREMENT PROCESS

To begin the procurement of a contract with a firm from the pre-qualified list, the requesting department (i.e. TNR, FMD or TCSO) will send Purchasing a request memo that includes:

- Project Scope
- Budget for A/E Services

FIRM SELECTION

The selection of a firm or firms for individual County projects will be made in the following manner to ensure equal utilization of all firms on the prequalified list which have demonstrated competence and qualifications in the discipline(s) necessary to perform the services for the specific County project(s):

- Firms whose primary discipline (i.e. MEP Engineering, Structural Engineering and Landscape Architecture) is the predominant discipline (as determined by the requesting department in conjunction with the Purchasing Department) required to complete the specific project effectively and efficiently will be placed on a list for the specific project.
- Firms that have previously received or currently have a contract as a result of this “pre-qualified list RFQ selection process” will be moved to the bottom of said list until all other firms within the same discipline are utilized. An exception would be made if it is not in the best interest of Travis County to select from the list of remaining firms.
- Firms that have a current prime contract with Travis County as a result of our standard RFQ, RFS, or Exemption process will be placed on the “Current Travis County Contract” list. These firms will not be utilized until all other firms from the pre-qualified list have been utilized. An exception would be made if it is not in the best interest of Travis County to select from the list of remaining firms.

The requesting department will review all of the Statements of Qualifications (“SOQ’s”) of those firms in the required discipline which do not have a current contract with Travis County and have not already received a contract through the pre-qualified list RFQ selection process. A minimum of two firms will be selected.

- To determine the highest qualified firm the requesting department may request Purchasing to set up interviews to determine which firm can most effectively and efficiently provide the technical expertise and services required within the Department’s desired completion schedule.

Once the highest qualified firm has been selected, Purchasing, with the assistance of the requesting department, will:

- Request a cost proposal, then coordinate and schedule negotiations with the selected firm, while at the same time begin drafting a Professional Services Agreement (“PSA”) with the assistance of the County Attorney’s Office and the requesting department.
- Attempt to negotiate with the selected firm a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the selected firm, Purchasing and the requesting department will formally end negotiations, select the next most highly qualified firm, and attempt to negotiate a contract at a fair and reasonable price.
- When negotiations and the PSA are complete, Purchasing will request Commissioners Court approval of the contract if it exceeds \$50,000.00. Contracts under \$50,000.00 will be approved by the Purchasing Agent.

PERFORMANCE AND FUTURE CONTRACTS

Unsatisfactory performance shall be grounds for removal from the pre-qualified list.

No	FIRM	TYPE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
			STAFF	TEAM EXP.	FIRM EXP.	PROJ. MGR.	LOCAL OFFICE?	PREV. TC PROJ.	EEO PROG.?	FINANCIAL RESOURCES	AUDIT INFO?	LIABILITY INSURANCE	LAWSUIT IN LAST 3 YRS?	OBJECT TO PSA?	HUB	ETHICS AFFIDAVIT?	STATEMENT INFO AFFIDAVIT?	SELECTION COMMITTEE COMMENTS	APPROVAL FOR INCLUSION IN POOL
			Y/N	Y/N	Y/N	Y/N	Y/N	#	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Comment if response is negative or problematic	INITIAL
1	MWM Design Group	LA	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
2	rvi	LA	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
3	Coleman & Associates	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
4	Land Design Partners	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
5	Eleanor H. McKinney	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
6	Lawrence Group	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
7	BWM Group	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
8	Winterowd Associates, Inc.	LA	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
9	SEC Planning, LLC	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
10	Luck Design Team	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
11	TBG Partners	LA	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
12	Halff Associates, Inc.	LA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
1	Harutunian Engineering Inc.	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
2	Goetting & Associates	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y		ACCEPTED
3	EEA Consulting Engineers	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
4	Bury + Partners	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y		ACCEPTED
5	Texas Energy Engineering Serv.	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
6	Stanley Consultants, Inc.	MEP	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	Y	Y		ACCEPTED
7	Encotech Eng. Consultants, Inc.	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
8	Lockwood, Andrews & Newnam	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y		ACCEPTED
9	Halff Associates, Inc.	MEP	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
1	Othon, Inc	Structures	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
2	Jaster Quintanilla & Assoc., Inc.	Structures	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
3	PE Structural Consultants, Inc.	Structures	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
4	Brockette/Davis/Drake, Inc.	Structures	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y		ACCEPTED
5	Steinman Luevano Structures, LLP	Structures	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
6	Stanley Consultants, Inc.	Structures	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	Y	Y		ACCEPTED
7	Encotech Eng. Consultants, Inc.	Structures	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y		ACCEPTED
8	Lockwood, Andrews & Newnam	Structures	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y		ACCEPTED
9	Halff Associates, Inc.	Structures	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y		ACCEPTED
1	Tom Groll Engineering, PC	N/A																This firm is not LA, MEP, or Structures	Not Accepted

SELECTION COMMITTEE

Roger A. El Khoury, M.S., P.E., Director
Jim Barr, AIA, LEED AP, Sr. Project Manager
Rick Avery, AIA, LEED AP, Project Manager

Roger A. El Khoury 10/7/09
Jim Barr 10.8.09
Rick Avery 10/8/09

Travis County Facilities Management Dept.
Roger A. El Khoury, M.S., P.E., Director
October 7, 2009



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 10/9/09 ymb

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE BLAKE MANOR AND BROWN CEMETERY ROAD IMPROVEMENTS, IFB NO. B090348-LP, TO THE LOW BIDDER, AUSTIN ENGINEERING COMPANY, INC. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joe Gieselman, Executive Manager;
Steve Manilla, Public Works Director; Roger Schuck, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 13 PM 2:12

- **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 Thursday, September 23, 2009, Travis County received eleven (11) bids in response to IFB No. B090348-LP, Blake Manor and Brown Cemetery Road Improvements. The bids ranged from \$281,000.00 to \$454,675.00.

TNR has reviewed the bids and recommends awarding, with Purchasing's concurrence, a construction contract to the low bidder, Austin Engineering Company, Inc. in the amount of \$281,000.00.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$281,000.00

Contract Type: Construction

Contract Period: 120 working days

Contract Modification Information:

Modification Amount: N/A (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period: N/A

➤ Solicitation-Related Information:Solicitations Sent: 55 Responses Received: 11HUB Information: Vendor is not a HUB % HUB Subcontractor: 16.25%**➤ 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: Draft Contract attached. Original contract being routed for funds verification.

➤ Funding Information:☒ Purchase Requisition in H.T.E.: 477559☒ Funding Account(s):

<u>Requisition Number</u>	<u>Account Number</u>	<u>Amount</u>	<u>Com/Sub</u>
477559	432-4941-651-8164	\$177,199.00	968/054
477559	434-4941-742-8164	\$ 57,463.00	968/054
477559	437-4941-745-8164	\$ 7,375.00	968/054
477559	452-4941-753-8164	\$ 708.00	968/054
477559	452-4941-759-8164	<u>\$ 38,255.00</u>	968/054
		\$281,000.00	

☒ Total Project Budget: \$325,000.00☒ Design Budget: \$00.00☒ Construction Budget: \$325,000.00☒ Miscellaneous Budget: \$.00☒ Comments: N/A**➤ Statutory Verification of Funding:**☒ Contract Verification Form: Funds Verified X Not Verified 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 AUSTIN ENGINEERING CO., INC. (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 BLAKE-MANOR AND BROWN CEMETERY ROAD 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 BLAKE-MANOR AND BROWN CEMETERY ROAD IMPROVEMENTS (IFB NO. B090348-LP), 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. B090348-LP)

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 BLAKE-MANOR AND BROWN CEMETERY ROAD 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. B090348-LP) 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. B090348-LP) 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 120 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 \$281,000.00 consisting of \$94,133.00 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 \$186,867.00 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.

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.

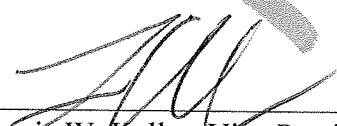
The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS 30th DAY OF September, YEAR 2009.

TRAVIS COUNTY, TEXAS

AUSTIN ENGINEERING CO., INC.

BY: _____
TRAVIS COUNTY JUDGE

BY:  _____
Travis W. Keller, Vice President

APPROVED AS TO FORM: _____

APPROVED: _____

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

IFB No. B090348-LP
Blake-Manor and Brown Cemetery Road Improvements

III. Bid Requirements
A. Bid Proposal

BID PROPOSAL

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site:
<http://www.dot.state.tx.us/business/specifications.htm>.

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>.

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification. Both S.P. and S.S. are included in the project manual.

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

BID ITEM NO.	SPEC NO./ DESC CODE	S.P. NO.	S.S. NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1		100		PREPARE RIGHT OF WAY	STA	20	\$ 500 ⁰⁰	\$ 10,000 ⁰⁰
2	110			EXCAVATION (ROADWAY)	CY	1823	\$ 75 ⁰⁰	\$ 136,725 ⁰⁰
3	132			EMBANKMENT TYPE B Final (DES CONTROL)	CY	1868	\$ 80 ⁰⁰	\$ 149,440 ⁰⁰
4		160		FURNISHING AND PLACING TOPSOIL 4"	SY	4500	\$ 10 ⁰⁰	\$ 4,500 ⁰⁰
5		164		CELLULOSE FIBER MULCH SEEDING	SY	4500	\$.45	\$ 2,025 ⁰⁰
6		169		SOIL RETENTION BLANKET TY "C"	SY	2000	\$ 10 ⁰⁰	\$ 2,000 ⁰⁰
7		247		FLEXIBLE BASE (CIP) (TY A, GR 2, CL 5)(16") (DES CONTROL)	SY	5768	\$ 17 ⁰⁰	\$ 98,056 ⁰⁰
8		312		PRIME COAT (AE-P) (.25 GAL/SY)	Gal	1450	\$ 32 ⁵⁰	\$ 47,125 ⁰⁰
9		340		HOT MIX ASPHALTIC CONCRETE, TYPE C (2" DEPTH) PG 64-22	SY	5768	\$ 72 ⁵⁰	\$ 41,818 ⁰⁰
10	460			CMP 30"	LF	20	\$ 60 ⁰⁰	\$ 1,200 ⁰⁰

IFB No. B090348-LP
Blake-Manor and Brown Cemetery Road Improvements

III. Bid Requirements
A. Bid Proposal

BID ITEM NO.	SPEC NO./ DESC CODE	S.P. NO.	S.S. NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
11		467		SAFETY END TREATMENT TYPE II CONCRETE (30" CMP) 3:1 SLOPE	EA	2	\$ 1,450 ⁰⁰	\$ 2,900 ⁰⁰
12			SS-1	REINFORCED SILT FENCE	LF	1355	\$ 190	\$ 2,574 ⁵⁰
13		502		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$ 1,500 ⁰⁰	\$ 9,000 ⁰⁰
14	260			LIME, HYDRATED, SLURRY	TON	145	\$ 170 ⁰⁰	\$ 24,650 ⁰⁰
15	260			LIME TREATMENT FOR MATERIALS USED AS SUBGRADE (ROAD MIXED) 8" DEPTH, DENSITY CONTROL (8% BY WT)	SY	6600	\$ 215	\$ 14,190 ⁰⁰
16	666			REFLECTORIZED PAVEMENT MARKINGS TYPE II (WHITE)(4")(SOLID)	LF	2200	\$.50	\$ 1,100 ⁰⁰
17	666			REFLECTORIZED PAVEMENT MARKINGS TYPE II (WHITE)(4")(BROKEN)	LF	400	\$.50	\$ 200 ⁰⁰
18	666			REFLECTORIZED PAVEMENT MARKINGS TYPE II (YELLOW)(4")(SOLID)	LF	3600	\$.50	\$ 1,800 ⁰⁰
19	666			REFLECTORIZED PAVEMENT MARKINGS TYPE II (YELLOW)(12")(SOLID)	LF	360	\$ 180	\$ 64,800 ⁰⁰
20	672			REFLECTORIZED PAVEMENT MARKERS TYPE II-A-A	LF	24	\$ 500	\$ 12,000 ⁰⁰
21	666			REFLECTORIZED PAVEMENT MARKINGS TY II (WHITE)(12")(SOLID)	LF	10	\$ 150	\$ 1,500 ⁰⁰

IFB No. B090348-LP
Blake-Manor and Brown Cemetery Road Improvements

III. Bid Requirements
A. Bid Proposal

BID ITEM NO.	SPEC NO./ DESC CODE	S.P. NO.	S.S. NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
22	506			ROCK FILTER DAMS (INSTALL AND REMOVE)(TY2)	LF	75	\$ 20 ⁰⁰	\$ 1,500 ⁰⁰
23	106			OBLITERATING ABANDED ROAD	STA	9	\$ 590 ⁰⁰	\$ 5,310 ⁰⁰
24	506			CONSTRUCTION EXIT TYPE 1	EA	1	\$ 992 ⁵⁰	\$ 992 ⁵⁰
25			SS-2	GEOGRID BASE REINFORCEMENT (BX-1100 BIAXIAL GEOGRID)	SY	5768	\$ 4 ⁰⁰	\$ 23,072 ⁰⁰

Total Bid: \$ 281,000⁰⁰

Total Bid: Two Hundred Eighty One Thousand Dollars and zero Cents
(Print or Type Dollar Amount in Words) (Print or Type Cent Amount in Words)

TAX EXEMPT TOTAL	\$ 94,330 ⁰⁰	NON-TAX EXEMPT TOTAL	\$ 186,867 ⁰⁰
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.

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. B090348-LP
Blake-Manor and Brown Cemetery Road Improvements

III. Bid Requirements
A. Bid Proposal

BASE BID

The Bidder is (check one of the following and insert information requested),

- ☒ A. A corporation organized and existing under the laws of the State of Texas; or
☐ B. A partnership organized and existing under the laws of the State of _____; or
☐ C. An individual doing business under an assumed name registered under the laws of the State of _____:

Has complied with Instructions to Bidders, examined the Bidding Documents dated AUGUST 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers Ø through Ø, and has included their provisions in the Bid upon these premises.

ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 3: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy (including: Exhibit A: List of Key Contracting Persons and EXHIBIT B: Contractor Acknowledgement)
2. Attachment 4: Safety Record Questionnaire
3. Attachment 5: Storm water Pollution Prevention Plan Compliance Agreement
4. Attachment 6: Environmental Compliance and Safety Record Questionnaire
5. Attachment 7: HUB Subcontracting Participation Declaration Form
6. Attachment 8: Determination of Good Faith Effort Checklist
7. Attachment 14: Certificate of Secretary (if Bidder is a corporation)
8. Bid Guaranty (Bid Bond or casher's check) Certification

IFB No. B090348-LP
Blake-Manor and Brown Cemetery Road Improvements

III. Bid Requirements
A. Bid Proposal

SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: _____
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20__

B. IF BIDDER IS A PARTNERSHIP:

By: _____
(Signature of person(s) authorized to sign) (Printed name of person(s))

(General partner) _____

(General partner) _____

(General partner) _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20__

C. IF BIDDER IS A CORPORATION:

By: Austin Engineering Co., Inc.
(Corporation name)

Texas
(State of incorporation)

By:  _____
(Signature of person authorized to sign) (Printed name of person authorized to sign)

Vice President
(title)

Corporate seal

Attest: 
(Secretary) Jessica A. Wier, Asst. Secretary

Business Address P.O. Box 342349

Telephone No: (512) 327-1464

Submitted on: September 23, _____, 20__ 09



Lee
10.5.09
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

RECEIVED
TRAVIS COUNTY
2009 OCT -1 PM 3:09
PURCHASING
OFFICE

September 30, 2009

MEMORANDUM

TO: Marvin Brice, Assist County Purchasing Agent

FROM: Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Blake Manor and Brown Cemetery Road Construction Contract

The following information is for your use in preparing a request to Commissioners Court to award the Blake Manor and Brown Cemetery Road Construction Contract. Please contact me at 854-9429 if you have questions or need additional information.

Proposed Motion:

Consider and take appropriate action on a request to approve a Construction Contract with Austin Engineering Co. Inc. for improvements to the intersection of Blake-Manor Road with Brown Cemetery Road, in Precinct 1.

Summary and Staff Recommendations:

In late 2007 Travis County was approached by Austin Energy with a proposal from them to donate right-of-way for site distance improvements needed to improve traffic safety at the intersection of Blake-Manor Road and Brown Cemetery Road. TNR developed a design in-house, determined what right-of-way would be required, and the donation from Austin Energy was completed. started the in-house design process for the intersection safety project.. The County Purchasing Office received bids for the project on September 23, 2009 and the apparent low bidder was well beneath the engineer's estimate. During the past year TNR has received much lower bids than estimated largely because the construction industry is very competitive due to the downturn in the economy and there are fewer projects to bid on. TNR is satisfied that the work can be completed for the amount bid and recommends approval of a construction contract with Austin Engineering Company. Inc. for **\$281,000.00**.

Budgetary and Fiscal Impact

Construction funds are proposed to come from remnant 1984 bond funds which the Court has directed to be used for Precinct 1 projects. Account and Requisition numbers are as follows:

Page 2

September 28, 2009

Blake Manor-Brown Cemetery Road Award

Requisition Number	Account Number	Amount	Com/Sub
477559	432-4941-651-8164	\$177,199.00	968/054
477559	434-4941-742-8164	\$ 57,463.00	968/054
477559	437-4941-745-8164	\$ 7,375.00	968/054
477559	452-4941-753-8164	\$ 708.00	968/054
477559	452-4941-759-8164	\$ 38,255.00	968/054
		\$281,000.00	

Issues and Opportunities:

Blake Manor and Brown Cemetery Road intersection improvements will improve the safety of Blake Manor Road. The roadways had a traffic count of 2380 ADT in 2005, which has increased since then. TNR's traffic accident logs show accidents at the intersection in 2007 and in 2008.

Background:

Austin Energy approached TNR with a proposal to correct a traffic safety problem I 2007. The design is complete; the rights-of-way have been acquired; all significant utilities have been relocated; and, Purchasing has completed advertising the project for bids. Purchasing received eleven (11) bids ranging from \$281,000.00 to \$454,675.00 on September 23, 2009. All bidders were below the engineer's estimate of \$457,903.00. The lowest responsive and responsible bidder has been determined to be Austin Engineering Co, Inc. of Austin.

Required Authorizations:

Chris Gilmore, Assistant County Attorney

Jessica Rio, PBO

Attachments:

Vicinity Map

Bid tabulation

CC:

Joseph P. Gieselman, Executive Manager

Cynthia McDonald & Donna Williams-Jones, Brunilda Cruz, TNR Financial Services

Steve Sun, P.E., CIP Program Manager

Roger Schuck, P.E., TNR Project Manager

Sean O'Neal, Auditors Office

Bid Item	SPEC. ITEM No.	TECH SPEC.	Base Bid DESCRIPTION	QTY	UNIT	ESTIMATE		Austin Engineering		Aaron Concrete	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-1	100	Prepare Right of Way	20	STA	\$3,000.00	\$60,000.00	\$500.00	\$10,000.00	\$850.00	\$17,000.00
2	S-4	110	Excavation (Roadway)	1823	CY	\$25.00	\$45,575.00	\$7.50	\$13,672.50	\$9.00	\$16,407.00
3	S-5	132	Embankment Type B Final (Des Control)	1868	CY	\$25.00	\$46,700.00	\$8.00	\$14,944.00	\$9.00	\$16,812.00
4	SP-3	160	Furnishing and Placing Topsoil 4"	4500	SY	\$5.00	\$22,500.00	\$1.00	\$4,500.00	\$2.00	\$9,000.00
5	SP-2	164	Cellulose Fiber Mulch Seeding	4500	SY	\$0.50	\$2,250.00	\$0.45	\$2,025.00	\$0.20	\$900.00
6	SP-13	169	Soil Retention Blanket TY "C"	2000	SY	\$4.00	\$8,000.00	\$1.00	\$2,000.00	\$1.40	\$2,800.00
7	SP-5	247	Flex Base (Complete in Place)(TY A, GR 2,CL 5)(14")Des Contrl	5768	SY	\$20.00	\$115,360.00	\$17.00	\$98,056.00	\$16.00	\$92,288.00
8	SP-6	312	Prime Coat (AE-P)	1450	GAL	\$5.00	\$7,250.00	\$3.25	\$4,712.50	\$3.10	\$4,495.00
9	SP-7	340	Hot Mix Asphaltic Concrete, Type C (2" depth)	5768	SY	\$8.00	\$46,144.00	\$7.25	\$41,818.00	\$7.00	\$40,376.00
10	S-6	460	CMP 30"	20.0	LF	\$100.00	\$2,000.00	\$60.00	\$1,200.00	\$90.00	\$1,800.00
11	SP-9	467	Safety End Treatment Type II (30")(CMP) 3:1 Slope	2	EA	\$2,200.00	\$4,400.00	\$1,450.00	\$2,900.00	\$1,200.00	\$2,400.00
12	SS-0	special	Reinforced Silt Fence	1355	LF	\$3.00	\$4,065.00	\$1.90	\$2,574.50	\$2.00	\$2,710.00
13	SP-12	502	Barricades, Signs and Traffic Handling	6	MO	\$2,000.00	\$12,000.00	\$1,500.00	\$9,000.00	\$830.00	\$4,980.00
14	S-2	260	Lime, Hydrated,Slurry	145	Ton	\$150.00	\$21,750.00	\$170.00	\$24,650.00	\$145.00	\$21,025.00
15	S-2	260	Lime Treatment (Road Mix	6600	SY	\$3.00	\$19,800.00	\$2.15	\$14,190.00	\$2.00	\$13,200.00
16	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Solid)	2200	LF	\$0.75	\$1,650.00	\$0.50	\$1,100.00	\$0.35	\$770.00
17	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Broken)	400	LF	\$0.75	\$300.00	\$0.50	\$200.00	\$0.20	\$80.00
18	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Solid)	3600	LF	\$0.75	\$2,700.00	\$0.50	\$1,800.00	\$0.20	\$720.00
19	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Broken)	360	LF	\$0.75	\$270.00	\$1.80	\$648.00	\$5.00	\$1,800.00
20	S-3	672	Reflectorized Pavement Markers Ty II-A-A	24	EA	\$5.00	\$120.00	\$5.00	\$120.00	\$10.00	\$240.00
21	S-3	666	Reflectorized Pavement Markings Type II (White)(12")(Solid)	10	LF	\$1.50	\$15.00	\$1.50	\$15.00	\$5.00	\$50.00
22	S-1	506	Rock Filter Dams (Install and Remove) (TY 2)	75	LF	\$30.00	\$2,250.00	\$20.00	\$1,500.00	\$27.50	\$2,062.50
23	S-7	106	Obliterating Abanded Road	9	Sta	\$1,500.00	\$13,500.00	\$590.00	\$5,310.00	\$1,500.00	\$13,500.00
24	S-8	506	Construction Exit Ty 1	1	EA	\$2,000.00	\$2,000.00	\$992.50	\$992.50	\$1,200.00	\$1,200.00
25	SS-2	special	Geogrid Base Reinforcement (Bx-1100)	5768	SY	\$3.00	\$17,304.00	\$4.00	\$23,072.00	\$4.00	\$23,072.00
			TOTAL Blake Manor Rdwy				\$457,903.00		\$281,000.00		\$289,687.50
			Bid Proposal Total						\$281,000.00		\$289,687.50

\$240.00/ Lin ft

Math Error

Bid Item	SPEC. ITEM No.	TECH SPEC.	Base Bid DESCRIPTION	QTY	UNIT	ESTIMATE		Smith Contracting		Champanion Site Prep LP	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-1	100	Prepare Right of Way	20	STA	\$3,000.00	\$60,000.00	\$350.00	\$7,000.00	\$2,100.00	\$42,000.00
2	S-4	110	Excavation (Roadway)	1823	CY	\$25.00	\$45,575.00	\$8.00	\$14,584.00	\$4.75	\$8,659.25
3	S-5	132	Embankment Type B Final (Des Control)	1868	CY	\$25.00	\$46,700.00	\$3.00	\$5,604.00	\$4.50	\$8,406.00
4	SP-3	160	Furnishing and Placing Topsoil 4"	4500	SY	\$5.00	\$22,500.00	\$3.00	\$13,500.00	\$2.45	\$11,025.00
5	SP-2	164	Cellulose Fiber Mulch Seeding	4500	SY	\$0.50	\$2,250.00	\$0.50	\$2,250.00	\$0.25	\$1,125.00
6	SP-13	169	Soil Retention Blanket TY "C"	2000	SY	\$4.00	\$8,000.00	\$2.00	\$4,000.00	\$1.50	\$3,000.00
7	SP-5	247	Flex Base (Complete in Place)(TY A, GR 2,CL 5)(14")Des Contrl	5768	SY	\$20.00	\$115,360.00	\$14.00	\$80,752.00	\$14.50	\$83,636.00
8	SP-6	312	Prime Coat (AE-P)	1450	GAL	\$5.00	\$7,250.00	\$3.00	\$4,350.00	\$3.65	\$5,292.50
9	SP-7	340	Hot Mix Asphaltic Concrete, Type C (2" depth)	5768	SY	\$8.00	\$46,144.00	\$10.00	\$57,680.00	\$8.10	\$46,720.80
10	S-6	460	CMP 30"	20.0	LF	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00
11	SP-9	467	Safety End Treatment Type II (30")(CMP) 3:1 Slope	2	EA	\$2,200.00	\$4,400.00	\$1,600.00	\$3,200.00	\$2,100.00	\$4,200.00
12	SS-0	special	Reinforced Silt Fence	1355	LF	\$3.00	\$4,065.00	\$2.00	\$2,710.00	\$1.75	\$2,371.25
13	SP-12	502	Barricades, Signs and Traffic Handling	6	MO	\$2,000.00	\$12,000.00	\$1,000.00	\$6,000.00	\$1,600.00	\$9,600.00
14	S-2	260	Lime, Hydrated,Slurry	145	Ton	\$150.00	\$21,750.00	\$140.00	\$20,300.00	\$145.00	\$21,025.00
15	S-2	260	Lime Treatment (Road Mix	6600	SY	\$3.00	\$19,800.00	\$6.00	\$39,600.00	\$2.75	\$18,150.00
16	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Solid)	2200	LF	\$0.75	\$1,650.00	\$0.49	\$1,078.00	\$0.60	\$1,320.00
17	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Broken)	400	LF	\$0.75	\$300.00	\$0.50	\$200.00	\$0.60	\$240.00
18	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Solid)	3600	LF	\$0.75	\$2,700.00	\$0.30	\$1,080.00	\$0.60	\$2,160.00
19	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Broken)	360	LF	\$0.75	\$270.00	\$10.00	\$3,600.00	\$2.00	\$720.00
20	S-3	672	Reflectorized Pavement Markers Ty II-A-A	24	EA	\$5.00	\$120.00	\$16.00	\$384.00	\$6.00	\$144.00
21	S-3	666	Reflectorized Pavement Markings Type II (White)(12")(Solid)	10	LF	\$1.50	\$15.00	\$10.00	\$100.00	\$2.00	\$20.00
22	S-1	506	Rock Filter Dams (Install and Remove) (TY 2)	75	LF	\$30.00	\$2,250.00	\$20.00	\$1,500.00	\$18.00	\$1,350.00
23	S-7	106	Obliterating Abanded Road	9	Sta	\$1,500.00	\$13,500.00	\$500.00	\$4,500.00	\$700.00	\$6,300.00
24	S-8	506	Construction Exit Ty 1	1	EA	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00
25	SS-2	special	Geogrid Base Reinforcement (Bx-1100)	5768	SY	\$3.00	\$17,304.00	\$3.00	\$17,304.00	\$3.25	\$18,746.00
			TOTAL Blake Manor Rdwy				\$457,903.00		\$294,476.00		\$301,310.80
			Bid Proposal Total						\$294,476.00		\$301,310.80

\$240.00/ Lin ft

Math Error

Bid Item	SPEC. ITEM No.	TECH SPEC.	Base Bid DESCRIPTION	QTY	UNIT	ESTIMATE		F T Woods		Job Site	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-1	100	Prepare Right of Way	20	STA	\$3,000.00	\$60,000.00	\$475.00	\$9,500.00	\$2,295.87	\$45,917.40
2	S-4	110	Excavation (Roadway)	1823	CY	\$25.00	\$45,575.00	\$7.95	\$14,492.85	\$6.91	\$12,596.93
3	S-5	132	Embankment Type B Final (Des Control)	1868	CY	\$25.00	\$46,700.00	\$6.25	\$11,675.00	\$8.30	\$15,504.40
4	SP-3	160	Furnishing and Placing Topsoil 4"	4500	SY	\$5.00	\$22,500.00	\$1.75	\$7,875.00	\$0.97	\$4,365.00
5	SP-2	164	Cellulose Fiber Mulch Seeding	4500	SY	\$0.50	\$2,250.00	\$0.30	\$1,350.00	\$0.66	\$2,970.00
6	SP-13	169	Soil Retention Blanket TY "C"	2000	SY	\$4.00	\$8,000.00	\$1.15	\$2,300.00	\$1.05	\$2,100.00
7	SP-5	247	Flex Base (Complete in Place)(TY A, GR 2,CL 5)(14")Des Contrl	5768	SY	\$20.00	\$115,360.00	\$15.75	\$90,846.00	\$15.37	\$88,654.16
8	SP-6	312	Prime Coat (AE-P)	1450	GAL	\$5.00	\$7,250.00	\$4.25	\$6,162.50	\$2.63	\$3,813.50
9	SP-7	340	Hot Mix Asphaltic Concrete, Type C (2" depth)	5768	SY	\$8.00	\$46,144.00	\$8.80	\$50,758.40	\$8.37	\$48,278.16
10	S-6	460	CMP 30"	20.0	LF	\$100.00	\$2,000.00	\$99.00	\$1,980.00	\$68.99	\$1,379.80
11	SP-9	467	Safety End Treatment Type II (30")(CMP) 3:1 Slope	2	EA	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$1,960.18	\$3,920.36
12	SS-0	special	Reinforced Silt Fence	1355	LF	\$3.00	\$4,065.00	\$2.15	\$2,913.25	\$1.35	\$1,829.25
13	SP-12	502	Barricades, Signs and Traffic Handling	6	MO	\$2,000.00	\$12,000.00	\$2,300.00	\$13,800.00	\$2,446.25	\$14,677.50
14	S-2	260	Lime, Hydrated,Slurry	145	Ton	\$150.00	\$21,750.00	\$205.00	\$29,725.00	\$142.35	\$20,640.75
15	S-2	260	Lime Treatment (Road Mix	6600	SY	\$3.00	\$19,800.00	\$5.25	\$34,650.00	\$2.98	\$19,668.00
16	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Solid)	2200	LF	\$0.75	\$1,650.00	\$0.70	\$1,540.00	\$0.37	\$814.00
17	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Broken)	400	LF	\$0.75	\$300.00	\$0.70	\$280.00	\$0.21	\$84.00
18	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Solid)	3600	LF	\$0.75	\$2,700.00	\$0.70	\$2,520.00	\$0.21	\$756.00
19	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Broken)	360	LF	\$0.75	\$270.00	\$2.40	\$864.00	\$5.25	\$1,890.00
20	S-3	672	Reflectorized Pavement Markers Ty II-A-A	24	EA	\$5.00	\$120.00	\$6.75	\$162.00	\$10.50	\$252.00
21	S-3	666	Reflectorized Pavement Markings Type II (White)(12")(Solid)	10	LF	\$1.50	\$15.00	\$2.00	\$20.00	\$5.25	\$52.50
22	S-1	506	Rock Filter Dams (Install and Remove) (TY 2)	75	LF	\$30.00	\$2,250.00	\$21.00	\$1,575.00	\$15.49	\$1,161.75
23	S-7	106	Obliterating Abanded Road	9	Sta	\$1,500.00	\$13,500.00	\$700.00	\$6,300.00	\$1,314.24	\$11,828.16
24	S-8	506	Construction Exit Ty 1	1	EA	\$2,000.00	\$2,000.00	\$950.00	\$950.00	\$656.25	\$656.25
25	SS-2	special	Geogrid Base Reinforcement (Bx-1100)	5768	SY	\$3.00	\$17,304.00	\$4.95	\$28,551.60	\$3.81	\$21,976.08
			TOTAL Blake Manor Rdwy				\$457,903.00		\$324,790.60		\$325,785.95
			Bid Proposal Total						\$324,790.60		\$325,785.95

\$240.00/ Lin ft

Math Error

		TECH	Base Bid			ESTIMATE		Ross Construction		Travis Paving & Excavation	
Bid Item	SPEC. ITEM No.	SPEC.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-1	100	Prepare Right of Way	20	STA	\$3,000.00	\$60,000.00	\$1,500.00	\$30,000.00	\$1,000.00	\$20,000.00
2	S-4	110	Excavation (Roadway)	1823	CY	\$25.00	\$45,575.00	\$16.55	\$30,170.85	\$10.00	\$18,230.00
3	S-5	132	Embankment Type B Final (Des Control)	1868	CY	\$25.00	\$46,700.00	\$15.70	\$29,327.60	\$8.00	\$14,944.00
4	SP-3	160	Furnishing and Placing Topsoil 4"	4500	SY	\$5.00	\$22,500.00	\$1.25	\$5,625.00	\$3.00	\$13,500.00
5	SP-2	164	Cellulose Fiber Mulch Seeding	4500	SY	\$0.50	\$2,250.00	\$0.80	\$3,600.00	\$1.00	\$4,500.00
6	SP-13	169	Soil Retention Blanket TY "C"	2000	SY	\$4.00	\$8,000.00	\$1.70	\$3,400.00	\$3.00	\$6,000.00
7	SP-5	247	Flex Base (Complete in Place)(TY A, GR 2,CL 5)(14")Des Contrl	5768	SY	\$20.00	\$115,360.00	\$12.00	\$69,216.00	\$18.00	\$103,824.00
8	SP-6	312	Prime Coat (AE-P)	1450	GAL	\$5.00	\$7,250.00	\$3.60	\$5,220.00	\$3.00	\$4,350.00
9	SP-7	340	Hot Mix Asphaltic Concrete, Type C (2" depth)	5768	SY	\$8.00	\$46,144.00	\$7.75	\$44,702.00	\$10.00	\$57,680.00
10	S-6	460	CMP 30"	20.0	LF	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00
11	SP-9	467	Safety End Treatment Type II (30")(CMP) 3:1 Slope	2	EA	\$2,200.00	\$4,400.00	\$1,500.00	\$3,000.00	\$550.00	\$1,100.00
12	SS-0	special	Reinforced Silt Fence	1355	LF	\$3.00	\$4,065.00	\$2.50	\$3,387.50	\$2.00	\$2,710.00
13	SP-12	502	Barricades, Signs and Traffic Handling	6	MO	\$2,000.00	\$12,000.00	\$2,400.00	\$14,400.00	\$850.00	\$5,100.00
14	S-2	260	Lime, Hydrated,Slurry	145	Ton	\$150.00	\$21,750.00	\$150.00	\$21,750.00	\$100.00	\$14,500.00
15	S-2	260	Lime Treatment (Road Mix	6600	SY	\$3.00	\$19,800.00	\$4.50	\$29,700.00	\$8.00	\$52,800.00
16	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Solid)	2200	LF	\$0.75	\$1,650.00	\$0.50	\$1,100.00	\$1.00	\$2,200.00
17	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Broken)	400	LF	\$0.75	\$300.00	\$0.30	\$120.00	\$1.00	\$400.00
18	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Solid)	3600	LF	\$0.75	\$2,700.00	\$0.30	\$1,080.00	\$1.00	\$3,600.00
19	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Broken)	360	LF	\$0.75	\$270.00	\$6.00	\$2,160.00	\$3.00	\$1,080.00
20	S-3	672	Reflectorized Pavement Markers Ty II-A-A	24	EA	\$5.00	\$120.00	\$12.00	\$288.00	\$20.00	\$480.00
21	S-3	666	Reflectorized Pavement Markings Type II (White)(12")(Solid)	10	LF	\$1.50	\$15.00	\$6.00	\$60.00	\$10.00	\$100.00
22	S-1	506	Rock Filter Dams (Install and Remove) (TY 2)	75	LF	\$30.00	\$2,250.00	\$20.00	\$1,500.00	\$50.00	\$3,750.00
23	S-7	106	Obliterating Abanded Road	9	Sta	\$1,500.00	\$13,500.00	\$600.00	\$5,400.00	\$500.00	\$4,500.00
24	S-8	506	Construction Exit Ty 1	1	EA	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
25	SS-2	special	Geogrid Base Reinforcement (Bx-1100)	5768	SY	\$3.00	\$17,304.00	\$6.25	\$36,050.00	\$4.50	\$25,956.00
			TOTAL Blake Manor Rdwy				\$457,903.00		\$343,456.75		\$363,704.00
			Bid Proposal Total						\$343,456.75		\$364,104.00

\$240.00/ Lin ft

Math Error

Bid Item	SPEC. ITEM No.	TECH SPEC.	Base Bid DESCRIPTION	QTY	UNIT	ESTIMATE		Haley Nelson Const.		Lassen Inc.	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-1	100	Prepare Right of Way	20	STA	\$3,000.00	\$60,000.00	\$875.00	\$17,500.00	\$4,311.00	\$86,220.00
2	S-4	110	Excavation (Roadway)	1823	CY	\$25.00	\$45,575.00	\$4.25	\$7,747.75	\$12.49	\$22,769.27
3	S-5	132	Embankment Type B Final (Des Control)	1868	CY	\$25.00	\$46,700.00	\$10.00	\$18,680.00	\$7.61	\$14,215.48
4	SP-3	160	Furnishing and Placing Topsoil 4"	4500	SY	\$5.00	\$22,500.00	\$2.00	\$9,000.00	\$6.83	\$30,735.00
5	SP-2	164	Cellulose Fiber Mulch Seeding	4500	SY	\$0.50	\$2,250.00	\$0.45	\$2,025.00	\$4.05	\$18,225.00
6	SP-13	169	Soil Retention Blanket TY "C"	2000	SY	\$4.00	\$8,000.00	\$0.95	\$1,900.00	\$5.50	\$11,000.00
7	SP-5	247	Flex Base (Complete in Place)(TY A, GR 2,CL 5)(14")Des Contrl	5768	SY	\$20.00	\$115,360.00	\$22.00	\$126,896.00	\$14.31	\$82,540.08
8	SP-6	312	Prime Coat (AE-P)	1450	GAL	\$5.00	\$7,250.00	\$3.00	\$4,350.00	\$3.31	\$4,799.50
9	SP-7	340	Hot Mix Asphaltic Concrete, Type C (2" depth)	5768	SY	\$8.00	\$46,144.00	\$8.00	\$46,144.00	\$7.44	\$42,913.92
10	S-6	460	CMP 30"	20.0	LF	\$100.00	\$2,000.00	\$75.00	\$1,500.00	\$425.00	\$8,500.00
11	SP-9	467	Safety End Treatment Type II (30")(CMP) 3:1 Slope	2	EA	\$2,200.00	\$4,400.00	\$950.00	\$1,900.00	\$1,250.00	\$2,500.00
12	SS-0	special	Reinforced Silt Fence	1355	LF	\$3.00	\$4,065.00	\$3.00	\$4,065.00	\$2.25	\$3,048.75
13	SP-12	502	Barricades, Signs and Traffic Handling	6	MO	\$2,000.00	\$12,000.00	\$14,500.00	\$87,000.00	\$2,312.00	\$13,872.00
14	S-2	260	Lime, Hydrated,Slurry	145	Ton	\$150.00	\$21,750.00	\$185.00	\$26,825.00	\$199.72	\$28,959.40
15	S-2	260	Lime Treatment (Road Mix	6600	SY	\$3.00	\$19,800.00	\$2.00	\$13,200.00	\$3.18	\$20,988.00
16	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Solid)	2200	LF	\$0.75	\$1,650.00	\$0.55	\$1,210.00	\$0.85	\$1,870.00
17	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Broken)	400	LF	\$0.75	\$300.00	\$0.55	\$220.00	\$0.85	\$340.00
18	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Solid)	3600	LF	\$0.75	\$2,700.00	\$0.55	\$1,980.00	\$0.85	\$3,060.00
19	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Broken)	360	LF	\$0.75	\$270.00	\$2.00	\$720.00	\$3.06	\$1,101.60
20	S-3	672	Reflectorized Pavement Markers Ty II-A-A	24	EA	\$5.00	\$120.00	\$5.50	\$132.00	\$8.50	\$204.00
21	S-3	666	Reflectorized Pavement Markings Type II (White)(12")(Solid)	10	LF	\$1.50	\$15.00	\$1.75	\$17.50	\$2.55	\$25.50
22	S-1	506	Rock Filter Dams (Install and Remove) (TY 2)	75	LF	\$30.00	\$2,250.00	\$18.00	\$1,350.00	\$17.33	\$1,299.75
23	S-7	106	Obliterating Abanded Road	9	Sta	\$1,500.00	\$13,500.00	\$750.00	\$6,750.00	\$1,518.67	\$13,668.03
24	S-8	506	Construction Exit Ty 1	1	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
25	SS-2	special	Geogrid Base Reinforcement (Bx-1100)	5768	SY	\$3.00	\$17,304.00	\$6.00	\$34,608.00	\$6.04	\$34,838.72
			TOTAL Blake Manor Rdwy				\$457,903.00		\$416,720.25		\$448,894.00
			Bid Proposal Total						\$416,720.25		\$448,872.00

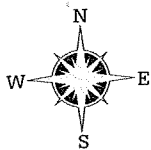
\$240.00/ Lin ft

Math Error

		TECH	Base Bid			ESTIMATE		AUS-TEX	
Bid Item	SPEC. ITEM No.	SPEC.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-1	100	Prepare Right of Way	20	STA	\$3,000.00	\$60,000.00	\$4,000.00	\$80,000.00
2	S-4	110	Excavation (Roadway)	1823	CY	\$25.00	\$45,575.00	\$25.00	\$45,575.00
3	S-5	132	Embankment Type B Final (Des Control)	1868	CY	\$25.00	\$46,700.00	\$25.00	\$46,700.00
4	SP-3	160	Furnishing and Placing Topsoil 4"	4500	SY	\$5.00	\$22,500.00	\$2.00	\$9,000.00
5	SP-2	164	Cellulose Fiber Mulch Seeding	4500	SY	\$0.50	\$2,250.00	\$1.00	\$4,500.00
6	SP-13	169	Soil Retention Blanket TY "C"	2000	SY	\$4.00	\$8,000.00	\$1.50	\$3,000.00
7	SP-5	247	Flex Base (Complete in Place)(TY A, GR 2,CL 5)(14")Des Contrl	5768	SY	\$20.00	\$115,360.00	\$18.00	\$103,824.00
8	SP-6	312	Prime Coat (AE-P)	1450	GAL	\$5.00	\$7,250.00	\$3.00	\$4,350.00
9	SP-7	340	Hot Mix Asphaltic Concrete, Type C (2" depth)	5768	SY	\$8.00	\$46,144.00	\$7.50	\$43,260.00
10	S-6	460	CMP 30"	20.0	LF	\$100.00	\$2,000.00	\$100.00	\$2,000.00
11	SP-9	467	Safety End Treatment Type II (30")(CMP) 3:1 Slope	2	EA	\$2,200.00	\$4,400.00	\$1,200.00	\$2,400.00
12	SS-0	special	Reinforced Silt Fence	1355	LF	\$3.00	\$4,065.00	\$3.00	\$4,065.00
13	SP-12	502	Barricades, Signs and Traffic Handling	6	MO	\$2,000.00	\$12,000.00	\$1,400.00	\$8,400.00
14	S-2	260	Lime, Hydrated,Slurry	145	Ton	\$150.00	\$21,750.00	\$200.00	\$29,000.00
15	S-2	260	Lime Treatment (Road Mix	6600	SY	\$3.00	\$19,800.00	\$3.00	\$19,800.00
16	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Solid)	2200	LF	\$0.75	\$1,650.00	\$0.40	\$880.00
17	S-3	666	Reflectorized Pavement Markings Type II (White)(4")(Broken)	400	LF	\$0.75	\$300.00	\$0.25	\$100.00
18	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Solid)	3600	LF	\$0.75	\$2,700.00	\$0.25	\$900.00
19	S-3	666	Reflectorized Pavement Markings Type II (Yellow)(4")(Broken)	360	LF	\$0.75	\$270.00	\$5.00	\$1,800.00
20	S-3	672	Reflectorized Pavement Markers Ty II-A-A	24	EA	\$5.00	\$120.00	\$10.00	\$240.00
21	S-3	666	Reflectorized Pavement Markings Type II (White)(12")(Solid)	10	LF	\$1.50	\$15.00	\$5.00	\$50.00
22	S-1	506	Rock Filter Dams (Install and Remove) (TY 2)	75	LF	\$30.00	\$2,250.00	\$25.00	\$1,875.00
23	S-7	106	Obliterating Abanded Road	9	Sta	\$1,500.00	\$13,500.00	\$ 1,000.00	\$9,000.00
24	S-8	506	Construction Exit Ty 1	1	EA	\$2,000.00	\$2,000.00	\$ 8,000.00	\$8,000.00
25	SS-2	special	Geogrid Base Reinforcement (Bx-1100)	5768	SY	\$3.00	\$17,304.00	\$ 4.50	\$25,956.00
			TOTAL Blake Manor Rdwy				\$457,903.00		\$454,675.00
			Bid Proposal Total						\$454,675.00

\$240.00/ Lin ft

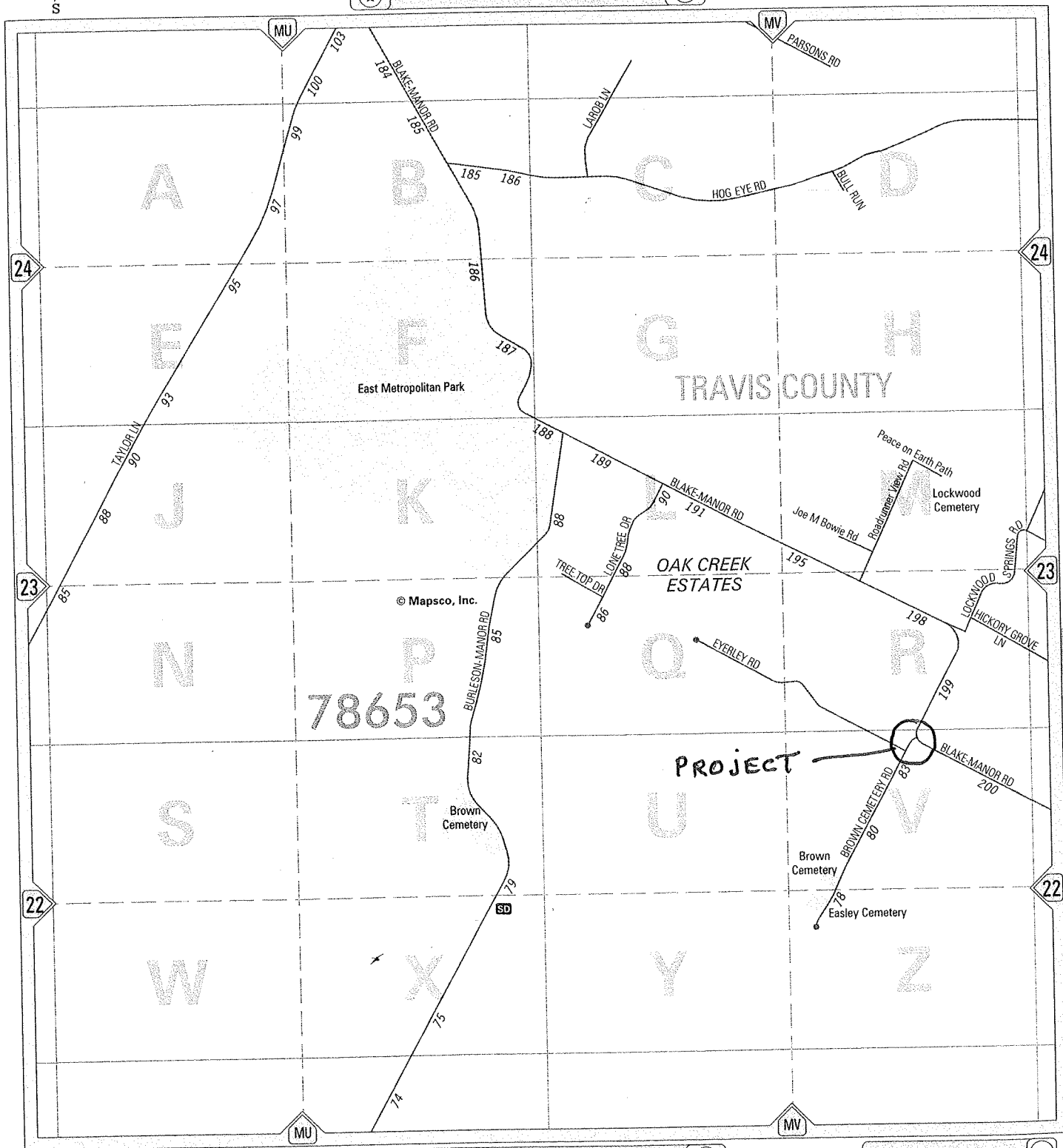
Math Error



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590

CONTINUED ON MAP 560



Number : 0000477559
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ENC \$\$ PENDING AWARD
 By : DONNA WILLIAMS 854-7677
 Date : 8/03/09
 Vendor : 5365 AUSTIN ENGINEERING CO INC
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 8/03/09
 Buyer :
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description
-	1	281000.00	DOL	PROJECTED CONSTRUCTION COSTS FOR BLAKE MANOR BROWN CEMETERY ROAD PROJECT

COMMENTS EXIST

F3=Exit F7=Alternate view

F10=Approval info F12=Cancel F20=Comments

Total: 281000.00

F9=Print

Account number . . . : 432-4941-651.81-64
Fund : 432 UNLMTD TAX ROAD BONDS 96
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 65 CAPITAL PROJECTS
Sub activity : 1 UNLMTD TAX ROAD BONDS 96
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	0	
Revised budget	207,433	08/10/2009
Actual expenditures - current00	
Actual expenditures - ytd00	
Unposted expenditures00	
Encumbered amount	30,234.00	
Unposted encumbrances00	
Pre-encumbrance amount00	
Total expenditures & encumbrances:	30,234.00	14.6%
Unencumbered balance	177,199.00	85.4

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

Account number . . . : 434-4941-742.81-64
Fund : 434 U/T ROAD BONDS 1997
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 74 CAPITAL PROJECTS
Sub activity : 2 U/T ROAD BONDS 1997
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFSTRCTR RDS

Original budget	:	0	
Revised budget	:	57,463	10/01/2008
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	.00	0.0%
Unencumbered balance	:	57,463.00	100.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

Account Balance Inquiry

Account number . . . : 437-4941-745.81-64
Fund : 437 CERT OF OBLIG 1998 - RDS
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic . . . : 74 CAPITAL PROJECTS
Sub activity : 5 CERT OF OBLIG 1998 - RDS
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	7,375	08/10/2009
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	.00	0.0%
Unencumbered balance	:	7,375.00	100.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

Account number . . . : 452-4941-753.81-64
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 : 3 U/T ROAD BDS 1999
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	708	10/01/2008
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	.00	0.0%
Unencumbered balance	:	708.00	100.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

Account number . . . : 452-4941-759.81-64
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 : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	912,993	06/08/2009
Actual expenditures - current . . .	:	30,837.59	
Actual expenditures - ytd	:	1,012.00	
Unposted expenditures	:	.00	
Encumbered amount	:	16,140.57	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	47,990.16	5.3%
Unencumbered balance	:	865,002.84	94.7

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

20

Approved by: _____

Cyd V. Grimes 10/9/09 MB

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR INSTALLATION OF REDUNDANT COOLING SYSTEM AT THE INFORMATION AND TELECOMMUNICATIONS SYSTEMS (ITS) DATA CENTER, IFB NO. B100006-DG, TO THE LOW BIDDER, WATTINGER KEMNITZ, INC., DBA WK MECHANICAL. (FM)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S. P.E., Director;
AJ Jalifi, Sr. Engineering Associate

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 JUDGE'S OFFICE
OCT 13 PM 2:12

- **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 requires the vendor to provide labor and materials necessary for Installation of Redundant Cooling system at the Information & Telecommunications Systems (ITS) Data Center.

Subject bid opened October 7, 2009, with three bids received in response to the invitation. The low bidder was Wattinger Kemnitz, Inc., dba WK Mechanical, of Austin, Texas with a Base Bid of \$85,000.00.

Facilities Management is recommending and Purchasing concurs with the award of the Base Bid in the amount of \$85,000.00

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

☒ Not applicable

Contract-Related Information:

Award Amount: \$85,000.00 (Fixed Amount)

Contract Type: Construction

Contract Period: 90 Calendar Days After Issuance of Notice to Proceed

➤ **Solicitation-Related Information:**

Solicitations Sent: 23

Responses Received: 3

HUB Information: Vendor is not a 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.: 474189
- ☒ Funding Account(s): 513-1405-801-8011
- ☒ Total Project Budget: \$250,000.00
- ☒ Construction Budget: \$85,000.00
- ☒ Contingency Budget: \$26,366.00
- ☒ Miscellaneous Budget: \$138,634.00
- ☐ 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 Project: Gault-20-09B-4M
File: 703

TO: Cyd Grimes, C.P.M., Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: AJ Jalifi, Sr. Engineering Associate
DATE: October 8, 2009

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

SUBJECT: ITS Data Center - Redundant Cooling System Project
Contract Award of IFB No. B100006-DG/Contract No. 10K00006DG

Facilities Management Department (FMD) has completed the review of the bid proposals for the subject project. FMD recommends award of contract to the apparent low bidder, Wattinger Kemnitz, Inc. with a base bid of \$85,000.00. Funding for this project is included in FMD account line 513-1405-801-8011. The requisition number for this project is 474189.

Facilities Management Department requests that Purchasing Office place this item on the Commissioners Court for approval on October 20, 2009. Please direct any questions on this request to AJ Jalifi at 44788. Your assistance in this request is greatly appreciated.

ATTACHMENT:

1. Bid Tabulation
2. Budget vs. Cost Spreadsheet

COPY TO:

Marvin Brice, Assistant Purchasing Agent, Purchasing Office
Amy Draper, CPA, Financial Manager, FMD
Diana Gonzalez, Purchasing Assistant, Purchasing Office

Facilities Management Department

Project Budget Vs. Cost

Date: 10/8/2009

Gault Building Redundant Cooling System for ITS Data Center	Budget	Fund Encumbered to Date	Current Request	Total Costs to Date	Saving (Deficit)
Planning and Design Costs Including:					
Architects and Engineering Fees; Survey/Geotech/EA/Others; Design Permits and Fees; Printing and Reproductions	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Construction Costs Including:					
Construction Contract Cost; Construction Change Orders; Construction Testing; Construction Permits and Fees; Misc Construction; Construction Contingency	\$ 105,000	\$ -	\$ 85,000	\$ 85,000	\$ 20,000
Misc Cost Including:					
ITS: Data Cable; Phone switches; etc.../ FFE: Furniture; Fixtures, Equipment, etc.../ Security: Cameras; Panic Buttons; etc.../ Move: Boxes, Furnitures, etc..	\$ 140,000	\$ 138,634	\$ -	\$ 138,634	\$ 1,366
Total Project	\$ 250,000	\$ 138,634	\$ 85,000	\$ 223,634	\$ 26,366

SECTION 00300 - BID FORM

PROJECT TITLE: INSTALLATION OF REDUNDANT COOLING SYSTEM FOR
THE TELECOMMUNICATIONS SYSTEMS (ITS) DATA CENTER

Travis County
Austin, Texas

BIDDER:

(Name) Wattlinger Kemnitz, Inc.(Address) P.O. Box 92075
Austin, TX 78709

TO:

CYD GRIMES, PURCHASING AGENT
TRAVIS COUNTY ADMINISTRATION BUILDING
314 WEST 11TH STREET, SUITE 400
AUSTIN, TEXAS 78701

The undersigned bidder (the "Bidder") declares the following with respect to its bid (the "Bid"): (i) the only persons interested in the Bid as principals are those named herein; (ii) the Bid is genuine and made without collusion with any other person, firm or corporation; (iii) the Bidder has carefully examined the Bid Form (with supporting documentation) and any Addenda or Amendments thereto, the contract (with supporting documentation), the General Conditions, the Supplementary Conditions, the Specifications, and the plans; and (iv) the Bid is made in accordance therewith and the conditions of the proposed work. The Bidder agrees to provide all the necessary materials, labor, services, machinery, tools, apparatus, permits, bonds, and other necessary means of construction, and will do all the work and furnish all the materials called for in the resulting contract and Specifications in the manner prescribed therein.

If the resulting contract is in excess of the amounts specified in Texas Government Code Sections 2253.001 et seq., for which bonding is required, a performance bond and payment bond shall be given by the undersigned within seven (7) calendar days of receipt of written notification of contract award in the full amount of the contract. The Bidder acknowledges that the bonds are required to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance. The bonds will be attached to the executed contract and become a part thereof. All premiums for such bonds will be paid by the Bidder.

The Bidder shall also provide a bid bond or a certified cashier's check with its Bid, payable to the order of Travis County, Texas, for not less than five percent (5%) of the total Bid amount. Said bond or check will be returned to the Bidder unless the Bid is accepted and the Bidder fails to execute a contract upon request or fails to file a performance bond and payment bond, as noted above, within seven (7) calendar days of receipt of written notification of award of contract, or, when required, to provide a Trench Excavation Protection System plan within twenty-one (21) calendar days of written notification of award of the contract, in which case the bid bond or check shall become the property of Travis County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Travis County on account of failure of the Bidder to perform.

The Bidder understands that in the event that a performance bond and/or payment bond is not required, then payment shall be made upon acceptance by the County of satisfactory work by the Contractor. Even if a performance and/or payment bonds is not required, the contract must be executed in a manner described herein.

The Bidder attests and affirms that he/she and his/her subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda, and related bid documents and, that he/she has carefully reviewed the plans, specifications, addenda, and

related bid documents for this project and has

found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes.

Further, he/she has carefully examined the work site, and through his/her personal observations, has satisfied himself/herself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; and the other items and/or conditions which may affect the satisfactory performance of the work. He/she has based his/her Bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the County via contract documents, specifications, and addenda, if existing.

It is understood that Travis County reserves the right to reject any and all Bids and to make award of a base bid and/or an alternate bid which is in the best interest of Travis County. **It is further understood that the Bid may not be modified or withdrawn for thirty (30) calendar days from the date of Bid opening.**

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Travis County Commissioners Court.

As part of this Bid, attached is a completed, certified, and notarized safety record questionnaire; an affidavit and acknowledgement regarding Travis County ethics requirements; a Historically Underutilized Business (HUB) Subcontracting Participation form (including the Good Faith Effort form attached thereto); and a list of major subcontractors.

PART I - BASE BID

The Bidder (check one of the following and insert information requested),

- ☒ A. A corporation organized and existing under the laws of the State of TX; or
- ☐ B. A partnership organized and existing under the laws of the State of _____; or
- ☐ C. An individual doing business under an assumed name registered under the laws of the State of _____:

has complied with Instructions to Bidders, examined the Bidding Documents dated SEPTEMBER 16, 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers 1 through 1, and has included their provisions in the Bid upon these premises. The Bidder hereby proposes to furnish all labor, materials, services, permits, machinery, tools, supplies, bonds, overhead and profit required for or incidental to full and final completion of the INSTALLATION OF REDUNDANT COOLING SYSTEM FOR THE INFORMATION & TELECOMMUNICATIONS SYSTEMS (ITS) DATA CENTER in accordance with the Notice to Bidders and Instructions within the time set forth herein for a Stipulated Lump Sum Price including Contractor's fee in the amount of:

Eighty-five thousand Dollars
(Print or Type Dollar Amount)

and 0/100 cents (\$ 85,000.00)
(Print or Type Cents Amount) (Figures)

BASE BID BREAKDOWN:**TAX EXEMPT COSTS**

\$ 71,000.00

Tax exempt costs are the total costs 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

\$ 14,000.00

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 Amount of the Bid.

The undersigned acknowledges receipt of the following addenda: 1

Bidder:

Wattinger Femnitz, Inc

By:

TOM Wattinger

d/b/a
WK Mechanical

Mailing address:

P.O. Box 92075

Austin, TX 78709

Street address:

3500 Lost Pine Cove

Austin, TX 78739

Phone:

512.323.5544 or 512.422.2745 ^{Page 24 of 108}

Fax:

512.323.5144

The undersigned agrees to commence work upon issuance of a written Notice to Proceed and to achieve Substantial Completion within **ninety (90) calendar days**.

PART 2 – ALTERNATE AND UNIT PRICES- NOT APPLICABLE

PART 3 - CONTRACT REQUIREMENTS

In submitting this Bid, the Bidder agrees:

- A. To accept the provisions of the Instructions to Bidders and Notice to Bidders, including without limitation, those dealing with the disposition of bid bonds (or other bid security);
- B. To furnish guarantee bonds in accordance with the General Conditions for Travis County Building Construction Contracts;
- C. To accomplish the work in accordance with the Contract Documents;

PART 4 - BONDS

The Surety requested to issue the performance and payment bonds will be:

WORTHAM

(Name of Statutory Surety Company (registered in the State of Texas))

Bidder acknowledges and agrees that a performance and/or payment bond submitted in connection with the project that is the subject of the Contract will clearly and prominently display on the bond or on an attachment to the bond:

- (1) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- (2) The toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The undersigned hereby authorizes said surety company to disclose any information to Travis County concerning the undersigned's ability to supply a performance and payment bond in the amount of the Contract.

PART 5 - ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

- Section 00300 – Attachment 1: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy (including: Exhibit A: List of Key Contracting Persons)
- Section 00300 – Attachment 2: Certificate of Secretary (if Bidder is a corporation)
- Section 00300 – Attachment 3: Safety Record Questionnaire
- Section 00300 – Attachment 4: HUB Subcontractor Participation Instructions and Form
- Section 00300 – Attachment 5: Good Faith Effort Determination
- Section 00300 – Attachment 6: Bid Security

PART 6 SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: _____
(Individual name)

Doing Business as: _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20____

B. IF BIDDER IS A PARTNERSHIP:

By: _____
(Individual name)

(general partner) _____

(general partner) _____

(general partner) _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20____

C. IF BIDDER IS A CORPORATION:

By: Wattlinger Kemnitz, Inc. d/b/a WK
(corporation name) Mechanica

TEXAS
(state of incorporation)

By: TOM WATTINGER
(name of person authorized to sign)

PRESIDENT/CEO
(title)

corporate seal

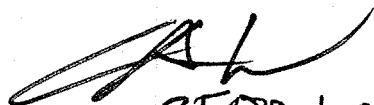
Attest:

(secretary)

Business Address

Telephone No:

Submitted on:



3500 Lost Pine Cove

512. 323. 5544 / 512. 422. 2745

October 7, .

2009

Austin, TX
78739

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS BID TABULATION FORM

RECEIVED
TRAVIS COUNTY
2009 OCT -7 PM 2:00

BID NO.: 10K00006DG

DESCRIPTION: Installation of Redundant Cooling System

DEPARTMENT: Facilities Management

CONTACT/NO.: AJ Jalifi

BID DATE: October 7, 2009

OPEN TIME: 2:00 p.m. CST

BIDS EXPIRE: _____

PURCHASING
OFFICE

BIDS SOLICITED: _____

BIDS RECEIVED: _____

HUBS SOLICITED: _____

HUBS RECEIVED: _____

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Entech	\$108,344 ⁰⁰ / ₁₀₀	✓	✓	✓	✓	✓	N	
2	Thermal Mech	\$105,700 ⁰⁰ / ₁₀₀	✓	✓	✓	✓	✓	N	
3	W/K Mech (WATLINGER KENNITZ)	\$85,000 ⁰⁰ / ₁₀₀	✓	✓	✓	✓	✓	N	
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

SIGNATURE <i>Diana Gonzalez</i>	PRINT NAME DIANA GONZALEZ	DATE 10-7-09
------------------------------------	------------------------------	-----------------

TRAVIS COUNTY
Account Balance Inquiry

10/08/09
11:38:03

Fiscal Year	:	2010
Account number	:	513-1405-801.80-11
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	:	80 CAPITAL EQUIPMENT
Object	:	11 BUILDING MAINT EQUIPMENT

Budget	:	90,000
Encumbered amount	:	.00
Pre-encumbered amount	:	90,000.00
Expenditures	:	.00
Total expenditures	:	90,000.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000474189

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL

REASON: NEW PO - DATA CENTER COOLING SYSTEM

DATE: 6/22/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: TBD

DELIVER BY DATE: 12/31/09

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

1	FURNISH AND INSTALL NEW 30 TO DATA COOLING CHILLER PER SPECIFICATIONS AND DRAWINGS POC: AJ JALIFI 854-4788 COMMODITY: AIR CONDITIONING & HEATNG SUBCOMMOD: CHILLER, HT EXCNGRS & RCV	1.00	JOB	90000.0000	90000.00	
---	--	------	-----	------------	----------	--

REQUISITION TOTAL: 90000.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	51314058018011 CAPITAL EQUIPMENT	KDC001	90000.00
	BUILDING MAINT EQUIPMENT	COOLING SYS COMP EQUIP@DC	90000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

8/26/9 CONTRACT?EMD AD.GMC

DRAFT

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 10K00006DG : IFB NO. B100006DG

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **WATTINGER KEMNITZ, INC., DBA WK MECHANICAL** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the **INSTALLATION OF REDUNDANT COOLING SYSTEM FOR THE INFORMATION & TELECOMMUNICATIONS SYSTEMS (ITS) DATA CENTER** (the "Project") in accordance with the provisions of state statutes and in conformance with the Notice to Proceed as issued by the Travis County Purchasing Agent, the Contractor's Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Drawings and Specifications marked the **PROJECT TITLE, IFB B100006DG**; and

WHEREAS, the Contractor has been engaged in and does comparable Work and represents that it is fully equipped, competent and capable of performing the above-desired Work, and desires to perform such Work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Specifications marked "**INSTALLATION OF REDUNDANT COOLING SYSTEM FOR THE INFORMATION & TELECOMMUNICATIONS SYSTEMS (ITS) DATA CENTER (IFB B100006DG)**") and all addenda issued by the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the Work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **Ninety (90) calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. Weather delays will be allowed in accordance with Section 01800 – Weather Delays. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 Due to use of (Not applicable), the following days will not be available to the Contractor for performance of the Work: (Not applicable) (the "Unavailable Work Period"). Contractor may resume the Work following (Not applicable). The Contractor may be required to demobilize from the job site for the duration of the Unavailable Work Period. The Contractor acknowledges that the Owner will not pay any demobilization or remobilization costs.

DRAFT

- 1.5 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees that \$100.00 per calendar day shall be deducted by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of \$ 85,000.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$ 71,000.00 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 this Construction Contract and (ii) \$ 14,000.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFM), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

WATTINGER KEMNITZ, INC. DBA WK MECHANICAL

By: _____

By: _____

Samuel T. Biscoe

Name: TOM WATTINGER

Travis County Judge

Title: PRESIDENT/CEO

Date: _____

Date: 10-8-09

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



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 10/12/09

Voting Session: Tuesday, October 20, 2009

REQUESTED ACTION: APPROVE CONTRACT NO. PS090030RE WITH WORKSOURCE-GREATER AUSTIN AREA WORKFORCE DEVELOPMENT BOARD FOR FY 2010 CHILD CARE LOCAL MATCH TRANSFER AGREEMENT. (HHS & VS).

Points of Contact:

Purchasing: Rebecca Gardner

Department: HHS, Sherri Fleming, Executive Manager

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro 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 statutes.

WorkSource – Greater Austin Area Workforce Development Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. WorkSource can utilize local contributions to draw down additional federal funds for child care. Under the proposed transfer agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to WorkSource so the organization can leverage an additional \$468,886 in federal child care funds to produce a total of \$692,627 to provide child care for low-income families in Travis County.

WorkSource drafts this agreement and requests the County sign first.

- **Contract Expenditures:** NA

- **Contract-Related Information:**

Award Amount: \$223,741.00

Contract Type: Professional Services

Contract Period: October 1, 2009-September 30, 2010

- **Contract Modification Information:**

Modification Amount: N/A

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**



Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: 483844
- ☒ Funding Account(s): 00158916116294
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified X Not Verified _ by Auditor.



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

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

DATE: October 7, 2009
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
SUBJECT: Travis County Health and Human Services and Veterans Service
Workforce Solutions Child Care Local Match Contribution
Agreement

Proposed Motion:

Consider and take appropriate action to approve the FY'10 Workforce Solutions Child Care Local Match Contribution Agreement.

Summary and Staff Recommendations:

Workforce Solutions – Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for child care. Under the proposed contribution agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to Workforce Solutions so the organization can leverage an additional \$468,886 in federal child care funds to produce a total of \$692,627 to provide child care for low-income families in Travis County.

TCHHSVS staff recommends approving this agreement.

Budgetary and Fiscal Impact:

Travis County will split the \$223,741 into four payments to Workforce Solutions during the fiscal year.

Issues and Opportunities:

This agreement will increase the amount of money available for child care in Travis County and allow Travis County to retain significant control over how the money is spent.

Background:

This agreement will not increase General Fund spending; it uses existing money budgeted for child care to draw down additional federal money.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

TRAVIS COUNTY
Purchase Requisition

10/12/09
08:04:15

Number : 0000483844
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : CONTRACT
By : KENDRA TOLLIVER X45901
Date : 10/09/09
Vendor : 62200 WORKFORCE SOLUTIONS-CAPITAL AR
Contract nbr :
Ship to : NF FINANCE DIVISION
Deliver by date : 10/09/09
Buyer :
Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	1.00	EA	LOCAL MATCH NOVEMBER 15, 2009
2	1.00	EA	LOCAL MATCH FEBRUARY 15, 2010
3	1.00	EA	LOCAL MATCH APRIL 15, 2010

Total: 223741.00
F9=Print

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

Last Updated 10-15-09 at 2:31pm

Purchase Requisition - Item Information

Line number	:	:	:	1
Item desc	:	:	:	LOCAL MATCH NOVEMBER 15, 2009
Vendor part #	:	:	:	
Commodity	:	:	:	952 HUMAN SERVICES
Sub-com	:	:	:	A98 WORK FORCE DEVELOPMENT
Item #	:	:	:	
Ship to	:	:	:	NF FINANCE DIVISION
Quantity	:	:	:	1.00
Order UOM	:	:	:	EA EACH
Cost code	:	:	:	N NOT APPLICABLE
Unit cost	:	:	:	55,935.0000
Account #	:	:	:	00158916116294
Project	:	:	:	
Purchase order	:	:	:	

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

**Child Care Local Match Contribution Agreement
Local Workforce Development Board**

NAME OF CONTRIBUTOR	Travis County
PLEDGED LOCAL MATCH AMOUNT	
DONATION	
TRANSFER	\$223,741
CERTIFICATION OF EXPENDITURES	

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (Commission) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area(s) (workforce area), Workforce Solutions – Capital Area Workforce Board, (name of workforce area(s)).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Commission.

SIGNATURES: The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective October 1, 2009, and continuing through September 30, 2010.

	<u>Travis County</u> CONTRIBUTOR	<u>WORKFORCE SOLUTIONS – CAPITAL AREA WORKFORCE BOARD</u> LOCAL WORKFORCE DEVELOPMENT BOARD
Signature	By:	
Printed Name	Samuel T. Biscoe	Alan D. Miller
Title	Travis County Judge	Executive Director
E-mail Address (optional)	<u>Sam.Biscoe@co.travis.tx.us</u>	<u>Alan.Miller@twc.state.tx.us</u>

Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

In the State of Texas, the Texas Workforce Commission (Commission) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 U.S.C. §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations §§ 98 and 99), the Commission is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity or transferred funds from any public entity or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by the Commission and the final acceptance of this agreement in an open meeting by a majority of the Commission.

SECTION 2: The contributor, by executing this agreement, certifies that:

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
 - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
 - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 3: The contributor agrees as follows:

- a. To remit to the Commission the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board and submitted to the Commission through the Board.**
- c. To keep, and make available to the Commission or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.

- d. When certifying expenditures of public funds as the local match, to provide the Board and Commission with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by the Commission;
 - (v) shall be subject to the audit requirements in 45 C.F.R. §98.65; and
 - (vi) shall provide the Board and the Commission, upon request, data needed for federal reporting purposes.

SECTION 4: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, for child care services within the workforce area(s) consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, state, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by the Commission;
 - (v) shall be subject to the audit requirements in 45 C.F.R. §98.65; and
 - (vi) shall provide the Commission, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 5: The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of the Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 C.F.R. §98.53 relating to matching fund requirements and 98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this agreement.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION**A. BOARD INFORMATION:**

Board Name: Workforce Solutions – Capital Area Workforce Board		
Board Address: 6505 Airport Blvd., Suite 101-E, Austin, TX 78752		
Board Staff – Contact Name: Lynne Phillips	Phone: 512 597 7109	Fax: 512 719 4709
E-mail Address: lynne.phillips@twc.state.tx.us		

B. CONTRIBUTOR INFORMATION:

Contributor Name: Travis County		
Contributor Address: Travis County Health and Human Services and Veterans Service ATTN: John Bradshaw P.O. Box 1748 Austin, TX 78767		
Type of Entity: government		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:		17460001922000
Contributor Contact Name: John Bradshaw	Phone: 512 854 4277	Fax: 512 854 4123
E-mail Address: john.bradshaw@co.travis.tx.us		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)
Pledged Local Match Amount: \$223,741
Program Number: 07142T02FY10
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

D. UTILIZATION OF FUNDS DESCRIPTION:

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the state's Child Care and Development Fund Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care	The funds will be used: 1. for direct child care services provided by Texas Rising Star providers selected through a competitive process conducted by the City of Austin. Utilizing the quarterly expenditure reports, at the sixth and ninth month benchmark, the board, in coordination with the county, may re-allocate any projected lapse in federal matching share of funding. Re-allocated funding will be utilized to purchase care to serve other CCDF low income families living in Travis County. At the end of the fiscal year any unspent local funding will be returned to Travis County; 2. for eligible children and families meeting the Commission's and Board's eligibility criteria; and 3. at child care providers eligible under Commission rules.	\$ 692,627
Child Care Quality Improvement	The funds will be used for the following quality improvement activities allowable under Commission rules (check all that apply): <input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning, and literacy <input type="checkbox"/> Collaborative Reading Initiatives	\$

2. **Certification of Expenditures:** The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Planned Funding
		Local Share
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: [child care provider or organization, or entity]; and 2. non-CCDF funded children residing with a family at or below 85% SMI and parents who are working or attending job training or education. Source of Local Funds:	\$
Child Care Quality Improvement	Expenditures certified resulted from the following activities: <input type="checkbox"/> Consumer Education <input type="checkbox"/> Information and Referral Services <input type="checkbox"/> Professional development activities (i.e., training, education, or technical assistance to providers, including resources) <input type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input type="checkbox"/> Activities to support early language, literacy and numeracy development <input type="checkbox"/> Activities to support inclusive child care <input type="checkbox"/> Collaborative Reading Initiatives <input type="checkbox"/> Other – Describe the activities in detail: Source of Local Funds:	\$
		Federal Share
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: [include a brief description of use of the funds]; 2. for eligible children and families meeting the Commission's and Board's eligibility criteria; and 3. at child care providers eligible under Commission rules.	\$
Child Care Quality Improvement	The funds will be used for the following quality improvement activities allowable under Commission rules (check all that apply):	\$

Improvement	<input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning, and literacy <input type="checkbox"/> Collaborative Reading Initiatives	
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E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:

In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds)

	Donation/Transfer Date	Actual Amount
1.	November 15, 2009	\$55,935
2.	February 15, 2010	\$55,935
3.	April 15, 2010	\$55,935
4.	July 15, 2010	\$55,936
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
TOTAL		\$223,741

❖ Pursuant to Commission rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From to		
2.	From to		
3.	From to		
4.	From to		
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
TOTAL			

❖ Pursuant to Commission rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

❖ Explanation is required below if reporting dates are outside the contract end date.

Completed original, signed forms must be sent to Board Contract Management, 101 East 15th Street, Room 506T, Austin, Texas 78778-0001. Please call TWC Contract Manager, if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

n/a to this agreement

Name of Contributing Public Entity: _____

The public entity named above certifies expenditures in the amount of \$_____ to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund regulations at 45 C.F.R. §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) does not represent expenditures from local pre-kindergarten programs.

Signature of authorized agent: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

**JOINT CERTIFICATION OF FUNDS
DONATED FROM PRIVATE SOURCES**

n/a to this agreement

Name of Donor: _____

The Donor named above contributes funds in the amount of \$_____ to the Texas Workforce Commission (Commission) to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund Regulations at 45 C.F.R. §98.53.

By signing below, the Donor and the Commission certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match.
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

COMMISSION'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Laurence M. Jones

Title of authorized agent: Director, Workforce Development Division

22

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: October 20, 2009

Work Session: _____

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383

B. Requested Text:

Approve License Agreement with 360 Wakeboard Club, a non-profit organization, for a wakeboarding competition event to be held at Pace Bend Park.

C. Approved by: Karen Huber
Commissioner Karen Huber, Precinct 3

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

Stone Slade, 360 Wakeboard Club	622-0045
Hunter McDonald, 360 Wakeboard Club	657-0310
Tenley Aldredge, Co. Attorney's Office	854-9513
Charles Bergh, TNR Parks	854-9408
Robert Armistead, TNR Parks	854-9831
Dan Chapman, TNR Parks	263-9114
Dan Perry, TNR Parks	263-9114
Keith Rawlings, TNR Parks	264-3951

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 item budget
_____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 12 AM 8:41



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

September 28, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: License Agreement with 360 Wakeboard Club, a non-profit organization, for a wakeboard competition event to be held at Pace Bend Park

Proposed Motion:

Approve License Agreement with 360 Wakeboard Club, a non-profit organization, for a wakeboard competition event to be held at Pace Bend Park.

Summary and Staff Recommendation:

The 360 Wakeboard Club is requesting the use of Pace Bend Park from Friday, October 23, 2009, to Sunday, October 25, 2009, in order to stage a wakeboard competition event. This event has been held at Pace Bend Park in 2007 and 2008 and has been a successful event from both the point of view of the organizers and park staff.

The 360 Wakeboard Club is requesting exclusive use of the Kate's Cove and Johnson Cove within park; however, no special use fees will be charged. All event participants, vendors, sponsors, and volunteers will pay the regular per vehicle daily park entrance and/or camping fees. The Licensee, upon park staff approval of location, will establish a fixed staging, finish, and camping area. The Licensee will also be responsible for setup and the dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park and associated rights of way. The competition will be held in the Kate's Cove and Johnson Cove area of Lake Travis adjacent to Pace Bend Park. The Licensee has added Travis County as an Additional Insured for this event. The Licensee will employ off-duty Park Rangers to provide security and to resolve any conflicts with regular park users.

Staff recommends approval of this License Agreement.

Budgetary and Fiscal Impact:

All vehicles being brought into the park for purposes associated with the licensing activities will be charged regular per vehicle day-use and camping park entrance fees, as appropriate.

Issues and Opportunities:

The wakeboard competition is scheduled for Saturday, October 24, 2009. Organizers, competitors, volunteers, vendors, and others associated with the event will set up displays and booths on Friday, October 23, 2009, and then will camp in the park on that night and on Saturday night, October 24, 2009. This time frame will not significantly impact regular daily park visitation or visitor activities. The competition will be staged entirely within the Kate's Cove and Johnson Cove area and will not impact other, nearby Lake Travis recreational use.

Background:

Waketober Fest has been conducted for several years in the central Texas area including Decker Lake and the San Marcos Ski Ranch. In October, 2007 the 360 Wakeboard Club moved their event to Pace Bend Park as the site was much larger than those used in other locations. The increased land and water areas provided a safer environment for both participants and spectators.

Pace Bend Park, due to the size and diversity of the park, as well as its location on Lake Travis, has long been a desired location for many types of competitive events. These events have ranged from orienteering to triathlons to fishing tournaments to boating competitions. The sloping shoreline into Lake Travis attracts swimming and boating events, and the broad open areas of the park are able to facilitate the parking of large numbers of vehicles and spectators.

The event organizers state that approximately 20 participants will take part in this year's event and will draw approximately 500 spectators. The participants will compete in one or more event criteria. Contestants will be judged on a point system for style, degree of difficulty, etc. Awards will be given to the winning competitors. In addition, part of the overall event is the display of specialized boats and wakeboards before the actual competition.

Required Authorizations:

None

Exhibits:

License Agreement

JPG:dp

xc: Stone Slade, 360 Wakeboard Club
 Hunter McDonald, 360 Wakeboard Club
 Tenley Aldredge, CA
 Charles Bergh, TNR Parks
 Robert Armistead, TNR Parks
 Dan Chapman, TNR Parks
 Dan Perry, TNR Parks
 Keith Rawlings, TNR Parks

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and 360 Wakeboard Club, a Texas non-profit organization ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's annual "Waketoberfest" camping trip and grass roots tournament (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use (including overnight camping) approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) the right to camp overnight; (b) the right to hold a wakeboarding tournament that will last approximately 6 hours, commencing at approximately 8:00 a.m. on Saturday, October 24, 2009,

at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (c) the right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations; (d) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators; (e) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and beverage items in designated (pre-approved) areas, including (as a deviation from normal County Park rules) a "beer garden", sponsored by Pyramid Brewery and permitted in accordance with TABC regulations, serving beer to persons 21 years of age or older; and (e) the right to allow a band to play live music (during hours pre-approved by the Parks Division).

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by

Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License is granted for three days, beginning at approximately 6:00 p.m. on Friday, October 23, 2009 and concluding at approximately 7:00 a.m. on Sunday, October 25, 2009 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. CONSIDERATION

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense during Licensee's use of the County Park:

(i) all utilities such as electricity, water/wastewater and garbage management and removal (including the provision of additional dumpsters and trash pick-up);

(ii) a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;

(iii) all traffic control devices, public notices, and signage determined to be necessary by Travis County Parks to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) security through employment of Travis County Park Rangers, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.2 In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for

the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Daniel Perry, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their

designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

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

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

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern. Licensee shall ensure that emergency medical responder personnel are on-site throughout the License term. All costs and expenses associated with this EMS obligation shall be the sole responsibility of Licensee.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF

THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

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

If to Licensee: Stone Slade, Board Member
Hunter McDonald, Board Member
Billy Garcia, Board Member
360 Wakeboard Club
5340 Highway 290 West
Austin, Texas 78735
(512) 626-8747 (Stone Slade)
(512) 657-0310 (Hunter McDonald)
(512) 796-0832 (Billy Garcia)

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

And: Joe Gieselman (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

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

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

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

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

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____
Stone Slade
Board Member, 360 Wakeboard Club

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

23

Travis County Commissioners Court Agenda Request

Voting Session: October 20, 2009
(Date)

Work Session: _____
(Date)

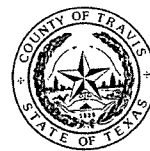
- I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Executive Manager
- B. Requested Text: Consider and take appropriate action on Resolution dedicating 27.5 acres as endangered species preserve and prohibiting surface drilling and mining on 779 acres of parkland at Milton Reimers Ranch Park.
- 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:

Charles Bergh, TNR 854-9383 Christopher Gilmore, CA 854-9415
Melinda Mallia, TNR 854-9383 Thomas Weber, TNR 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item budget
_____ Grant
- Human Resources Department (473-9165)
_____ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
_____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
_____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

September 25, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Grant Resolution for Milton Reimers Ranch Park

Posting: Consider and take appropriate action on Resolution dedicating 27.5 acres as endangered species preserve and prohibiting surface drilling and mining on 779 acres of parkland at Milton Reimers Ranch Park.

Summary and Staff Recommendation: The Resolution prohibits drilling and mining in the 779-acre area to be developed with grant funds and dedicates a 27.5-acre section of the park as endangered species preserve. TNR recommends approving the resolution to meet the terms of the Texas Parks and Wildlife (TPWD), awarded for acquisition and development of Milton Reimers Ranch Park.

Budgetary and Fiscal Impact: The Resolution has a no fiscal impact but must be passed in order to receive \$1 million in grant funds previously awarded and approved.

Background: The Commissioners' Court approved the grant contract with TPWD for Milton Reimers Ranch Park on March 31, 2009.

Exhibits: Resolution and Site Plan

MSM:JPG:msm
0804 Reimers /SW Metro Park Grant Contract

cc: Christopher Gilmore, CA
Steve Manilla, TNR
Charles Bergh, TNR
Jon White, TNR
Greg Chico, TNR
Tom Weber, TNR
Melinda Mallia, TNR

RESOLUTION



A RESOLUTION OF THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, DEDICATING 27.5 ACRES OF PARKLAND AT MILTON REIMERS RANCH PARK AS AN ENDANGERED SPECIES PRESERVE AREA; AND PROHIBITING SURFACE DRILLING AND MINING ON THE 779-ACRE PROJECT AREA, AS REQUIRED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT.

WHEREAS, Travis County desires to provide quality park facilities for its residents; and

WHEREAS, Travis County has obtained a grant from the Texas Parks and Wildlife Department for the development of Milton Reimers Ranch Park and desires to comply with all of the requirements set forth in the grant.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1 Travis County designates 27.5 acres of parkland in Milton Reimers Ranch Park as Endangered Species Preserve, as described on the attached site plan.

SECTION 2 Travis County prohibits all surface drilling and mining in the 779-acre project area at Milton Reimers Ranch Park, as described on the attached site plan.

SECTION 3 Any prior Resolution of the Commissioners Court in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

SECTION 4 Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5 This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

Introduced, read and passed on this 20th day of October, 2009.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct One

SARAH ECKHARDT
Commissioner, Precinct Two

KAREN HUBER
Commissioner, Precinct Three

MARGARET J. GÓMEZ
Commissioner, Precinct Four

Travis County Commissioners' Court Agenda Request

Meeting Date: October 20, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE COMPOSITION OF THE CAPITAL METROPOLITAN TRANSIT AUTHORITY BOARD OF DIRECTORS:

- A. RECENT LEGISLATION REGARDING SUCH COMPOSITION AND TRAVIS COUNTY'S OBLIGATION TO MAKE AN APPOINTMENT; AND
- B. STEPS TRAVIS COUNTY SHOULD TAKE TO COMPLY WITH NEW LAW, INCLUDING ADOPTION OF A PROCESS FOR FILLING COUNTY VACANCY.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: rodney.rhoades@co.travis.tx.us

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

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COUNTY JUDGE'S OFFICE
09 OCT 13 PM 2:55

29

Travis County Commissioners' Court Agenda RequestMeeting Date: October 20, 2009I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY PARTICIPATION IN THE **CENSUS 2010 COMPLETE COUNT COMMITTEE** WITH THE CITY OF AUSTIN, INCLUDING CONSIDERATION AND ADOPTION OF TRAVIS COUNTY NOMINEES TO THE 2010 CENSUS AUSTIN-TRAVIS COUNTY STEERING COMMITTEE AND THE 2010 CENSUS AUSTIN-TRAVIS COUNTY LEADERSHIP COUNCIL.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: Rodney.Rhoades@co.travis.tx.us

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

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09 OCT 13 PM 5:35

EXECUTIVE SESSIONTravis County Commissioners Court Agenda RequestVoting Session 10 / 20 / 09
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:

Consider and take appropriate action on a counter-offer settlement proposal from Texas Disposal Systems Landfill, Inc. dated September 21, 2009, for potential amendment to an existing License Agreement related to use of County-owned property located on R.M. 620 near State Highway 71 West in Precinct Three. (Executive Session 1 & 2)

- C. Approved by: Karen Huber
Commissioner Karen Huber, Precinct 3

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

Joseph P. Gieselman, TNR 854-9383
Steve Manilla, P.E., TNR 854-9429
Greg Chico, TNR 854-4659
Mike Martino, TNR 854-7646

John Hille, Asst. CA 854-9513
Chris Gilmore, Asst. CA 854-9455
Tenley Aldredge, Asst. CA 854-9513

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

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COUNTY JUDGE'S OFFICE
OCT 12 AM 8:42

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.

Item #

31

Travis County Commissioners Court Agenda Request

Meeting Date: 10/20/09

I. A. Requestor: Retained Counsel Phone # 454-6864

B. Specific Agenda Language:

SEE ATTACHED

C. Sponsor: Hon. Samuel T. Biscoe
County Commissioner or County Judge

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT 15 AM 11:53

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

I. B. Specific Agenda Language:

RECEIVE BRIEFING FROM RETAINED OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION, INCLUDING ACTION TO ACCEPT, REJECT, OR COUNTER OFFER OF SETTLEMENT REGARDING CAUSE NO. A-09-CA-280-LY; J.ADAN BALLESTEROS VS. TRAVIS COUNTY, TEXAS AND BOB VANN; IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOVT. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY).

35
#

Travis County Commissioners Court Agenda Request

Voting Session 10/20/09

Work Session _____

(Date)

1. A. Request made by: Commissioner Karen Huber and County Attorney (John C. Hille, Jr.) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
Karen Huber
Commissioner Huber

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. (Executive Session also, pursuant to Tex. Gov't Code §551.071 and §551.072)

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

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

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

Mr. Joe Gieselman, Ex. Mgr., TNR	854-9383
Ms. Rose Farmer, Div. Dir., TNR	854-9437
Mr. John C. Hille, Jr., Div. Dir., TCAO	854-9513

RECEIVED
COUNTY JUDGES OFFICE
OCT 14 PM 4:03

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

36

Voting Session: October 20, 2009

Roger El Khoury

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
POTENTIAL PURCHASE OF REAL ESTATE ON AIRPORT BOULEVARD.
(EXECUTIVE SESSION – NOTE 1 & 2 GOV CODE ANNOTATED 551.071 & 551.072).

C. Approved by: _____
Signature of Commissioner or Judge

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

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

Rodney Rhoades, Executive Manager, PBO, 49106
John Hille, Assistant County Attorney, 49415

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

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COUNTY JUDGES OFFICE
09 OCT 15 AM 11:57

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session October 20, 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

- 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.

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COUNTY JUDGE'S OFFICE
09 OCT 15 AM 11:51