

# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Voting Session: November 24, 2009  
(Date)

Work Session: \_\_\_\_\_  
(Date)

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

Receive public comments regarding the proposed Substantial Amendments for Program Years 2006-2009 Action Plans related to the use of Community Development Block Grant funds available through the U.S. Department of Housing and Urban Development.

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

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

|  |                                 |
|--|---------------------------------|
| Rodney Rhoades, PBO                          | Travis Gatlin, PBO              |
| Susan Spataro, Auditor's Office              | Steven Manilla, TNR             |
| Janice Cohoon, Auditor's Office              | Joe Gieselmann, TNR             |
| Kimberly Walton, Auditor's Office            | Jason Walker, Purchasing Office |
| Mary Etta Gerhardt, County Attorney's Office | Harvey Davis, HHS/VS            |
| Cyd Grimes, Purchasing Office                | Michael Willard, Austin Habitat |
| Lee Turner, TNR                              | Christy Moffett, HHSVS          |

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 17 PM 1:54

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



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

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

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

**MEMORANDUM**

**Date:** November 16, 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:** Community Development Block Grant (CDBG) Public Hearing

**Proposed Motion:**

Receive public comments regarding the proposed Substantial Amendments for Program Years 2006-2009 Action Plans related to the use of Community Development Block Grant funds available through the U.S. Department of Housing and Urban Development.

**Summary and Staff Recommendations:**

Every year, the progress of projects from previous CDBG Action Plans is evaluated to determine if any changes to funding, project design or the deletion or addition of projects needs to occur.

According to Travis County CDBG Citizen Participation Plan a substantial amendment occurs when there is 1) a change in the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan; 2) there is a change in the scope of the project by more than 25 percent; or 3) there is a change in the funding or a new project is funded. Any substantial amendment must go through a 30- day public comment period as well as hold one public hearing.

On October 13, 2009, the Travis County Commissioners Court approved the public hearing date of November 24, 2009, in order to be in compliance with the County's Citizen Participation Plan and 24 CFR Part 91. Please see the attached PowerPoint presentation for a summary of the substantial amendments.

**Budgetary and Fiscal Impacts:**

N/A

**Issues and Opportunities:**

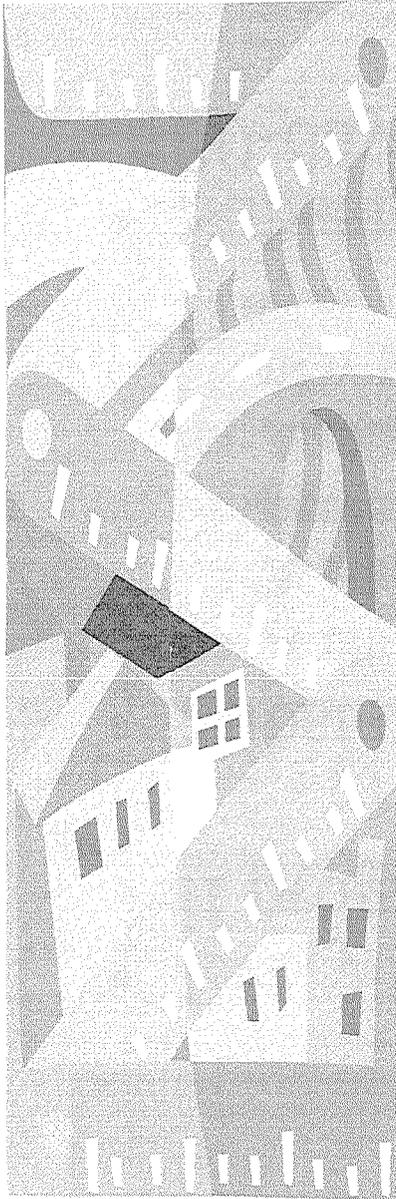
Comments may be received in writing beginning November 11, 2009 at 8:00 a.m. through on December 10, 2009 at 5:00 p.m. The public can access the draft document by visiting [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG), by visiting any of the seven Travis County Community Centers or by calling 512-854-3460 to request a copy. The public can submit written comments by mailing them to CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 or emailing them to [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us).

Final approval of the substantial amendments by the Travis County Commissioners Court is anticipated to occur on December 15<sup>th</sup>.

**Background:**

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

On October 13, 2009, the Travis County Commissioners Court approved a 30-day public comment period spanning from November 11, 2009, through December 10, 2009, as well as a public hearing on November 24, 2009. On November 10, 2009, the Travis County Commissioners Court approved the draft document the outlines the Substantial Amendments for Program Years 2006-2009 Action Plans. Notice of the comment period and public hearing was provided in newspapers of general circulation, through postal and electronic mailings, on the County's website, Facebook, Twitter and the seven Travis County Community Centers.



# **Travis County Community Development Block Grant (CDBG) Program**

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## **Public Hearing: Substantial Amendments to Program Years 2006-2009 Action Plans**

**Travis County Commissioners Court  
Presentation by the Health & Human Services and Veteran  
Services (HHS & VS)  
November 24, 2009**

# CDBG Substantial Amendments

- Every year projects are evaluated to determine if program design changes are required
- Substantial Amendments occur when there is
  - A change in the location or beneficiaries of a project
  - A change in the scope of the project by more than 25 percent
  - A change in the funding of a project or the funding of a new project
- Substantial Amendment must go through a 30-day public comment period

# Substantial Amendments for PY06 Action Plan

| <b>Project</b>  | <b>Proposed Change</b>  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Land Acquisition for the Production of New Housing Units</b></li> </ul> | <ul style="list-style-type: none"> <li>• Assistance to be in the form of a 10-year forgivable loan</li> </ul>                               |
| <ul style="list-style-type: none"> <li>• <b>Apache Shores Street Improvement</b></li> </ul>                         | <ul style="list-style-type: none"> <li>• Cost savings from project to be reprogrammed to Lava Lane Street Improvement project</li> </ul>    |
| <ul style="list-style-type: none"> <li>• <b>Street Improvement Lava Lane</b></li> </ul>                             | <ul style="list-style-type: none"> <li>• Cost saving from the design phase to roll over to the construction phase of the project</li> </ul> |

# Substantial Amendments for PY07 Action Plan

| <b>Project</b>  | <b>Proposed Change</b>   |
|---|--|
| • <b>Land Acquisition for the Production of New Housing Units</b> | • Assistance to be in the form of a 10-year forgivable loan                            |
| • <b>Apache Shores Street Improvement</b>                         | • Cost savings from project to be reprogrammed to Lava Lane Street Improvement project |

# Substantial Amendments for PY08 Action Plan

| <b>Project</b>  | <b>Proposed Change</b>  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Infrastructure Support for the Production of New Owner Housing Units</b></li> </ul> | <ul style="list-style-type: none"> <li>• Reprogramming of \$500,000 from infrastructure development to development of affordable housing through land acquisition</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Home Rehabilitation</b></li> </ul>  | <ul style="list-style-type: none"> <li>• Establish a limit up to \$24,999 per household through a five-year forgivable loan</li> <li>• Program to target households at or below 80 % of the median family income</li> </ul> |

# Substantial Amendments for PY09 Action Plan

| <b>Project</b>  | <b>Proposed Change</b>  |
|---|---|
| <ul style="list-style-type: none"><li>• <b>Homebuyer Assistance</b></li></ul> | <ul style="list-style-type: none"><li>• Program to target households at or below 80 % of the median family income</li></ul> |

# Public Comment Period

## **Public Comment Period:**

- Comments are accepted beginning November 11, 2009 at 8:00 a.m. and ending December 10, 2009 at 5:00 p.m.

## **To access the full draft of the document:**

- Visit [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG)
- Visit any of the seven Travis County Community Centers
- Or call 512-854-3460 to request a copy

## **To submit written comments:**

- Mail them to CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767
- Email them to [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us)

## Next Steps

- After the comment period, public comments will be reviewed and considered in the final preparation of the document
- Commissioners Court will approve the final draft in December 15, 2009
- A final version of the document with the Substantial Amendments will be available to the public by December 16, 2009

# 2

Travis County Commissioners Court Agenda Request

Voting Session 11/24/09  
(Date)

Work Session \_\_\_\_\_  
(Date)

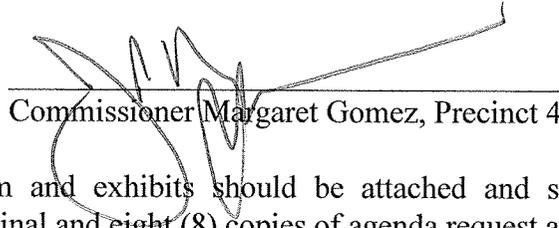
I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**Consider and take appropriate action on:**

**A. Consider and take appropriate action on a plat for recording in Precinct 4: Resubdivision of Lot 9-B, Partition of Ida Mae Burch Subdivision – 4 Total Commercial Lot(s) – 5.767 acres – Burch Drive – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

B. Approved by:

  
\_\_\_\_\_  
Commissioner Margaret Gomez, Precinct 4

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

\_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 16 AM 9:45

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**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

**BACK UP ADDENDUM**

November 10, 2009,

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director Development Services

SUBJECT: Resubdivision of Lot 9-B, Partition of Ida Mae Burch Subdivision

***PROPOSED MOTION:***

**Consider and take appropriate action on:**

- A. Consider and take appropriate action on a plat for recording in Precinct 4: Resubdivision of Lot 9-B, Partition of Ida Mae Burch Subdivision – 4 Total Commercial Lot(s) – 5.767 acres – Burch Drive – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

***SUMMARY AND STAFF RECOMMENDATION:***

The property owner is requesting to resubdivide 1 lot into 4 total lots. The proposed use of this lot is for commercial uses. There are no new public or private streets proposed with this resubdivision plat. This plat is not subject to parkland dedication because the applicant is not proposing any type of residential uses.

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

***ISSUES AND OPPORTUNITIES:***

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

*\*The staff has not received any inquiries from adjacent property owners or associations as a result of the sign placement or public notice. Lastly, the applicant sent the non-residential notice as (see attached) to all required parties because the applicant is proposing commercial uses.*

**BUDGETARY AND FISCAL IMPACT:**

None.

**REQUIRED AUTHORIZATIONS:**

None.

**EXHIBITS:**

Existing Plat

Proposed Plat

Precinct map

Location map

Fire Marshall Letter

AMB: JLA

1109



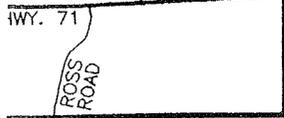
1/2" Iron Rebar Set w/Cap Stamped "RPLS 5209", Unless Noted Otherwise

( ) Record Plat Information

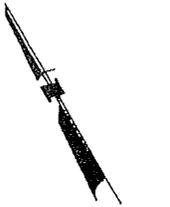
Proposed Sidewalk

IDA M

# Proposed Resubdivision Lot 9-B



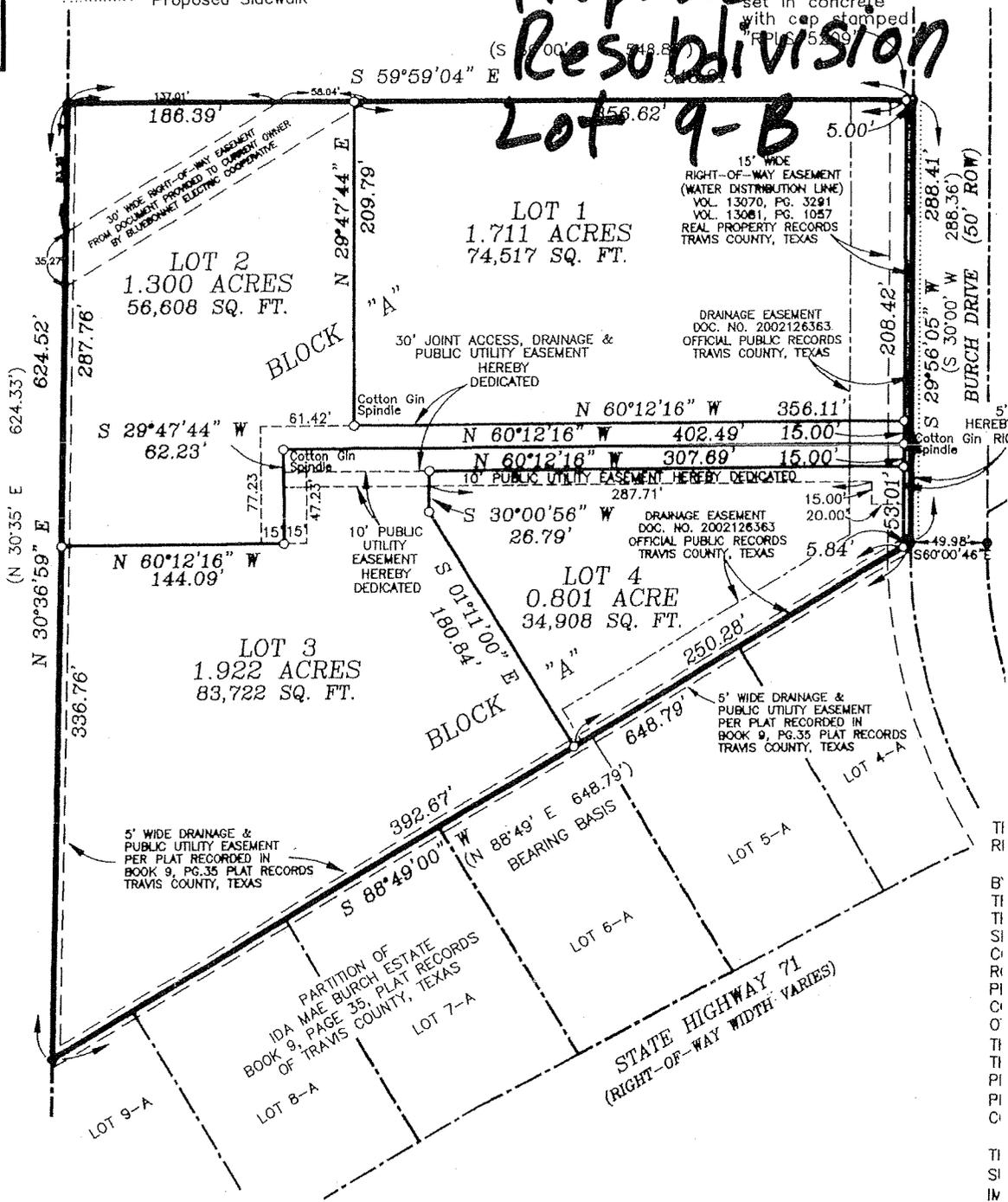
CINITY MAP  
OT TO SCALE



GRAPHIC SCALE

1"=100'

TRAVIS COUNTY  
VOL. 13165, PAGE 954,  
REAL PROPERTY RECORDS  
OF TRAVIS COUNTY, TEXAS  
91.49 ACRES



OF TEXAS  
OF TRAVIS

ORTON, TRUSTEE, OWNER OF THE CERTAIN TRACT OF LAND  
HEREON AND BEING LOT 9-B IN TRAVIS COUNTY, TEXAS,  
NG TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 9,  
S OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND AS  
ED BY GENERAL WARRANTY DEED, DATED SEPTEMBER 3, 1997,  
ED IN VOLUME 130111, PAGE 2629, REAL PROPERTY RECORDS  
IS COUNTY, TEXAS.

EBY SUBDIVIDE SAID LOT 9-B, PURSUANT TO THE PUBLIC  
TION AND HEARING PROVISION OF CHAPTER 212.015 OF THE  
LOCAL GOVERNMENT CODE, DO HEREBY RESUBDIVIDE SAID  
S SHOWN HEREON TO BE KNOWN AS:

IVISION OF LOT 9-B, PARTITION OF IDA MAE BURCH ESTATE"

HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS  
SEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL  
ITS OR RESTRICTIONS HERETOFORE GRANTED AND NOT

### ENGINEER'S CERTIFICATION:

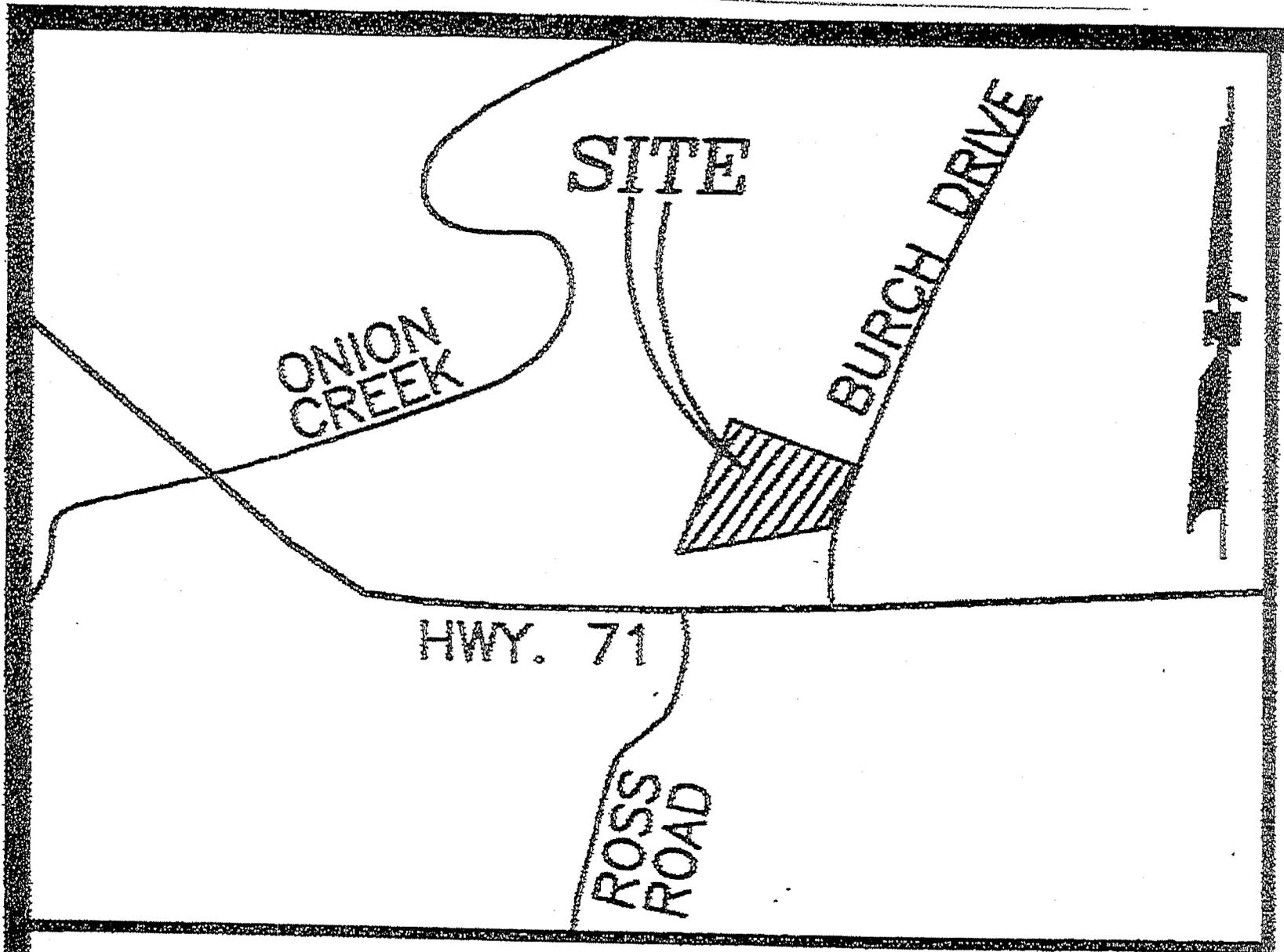
I, CHRIS MCCOMB P.E., AM AUTHORIZED UNDER THE LAWS OF THE  
STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND  
HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING  
STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS  
OF TITLE 30 OF THE AUSTIN CITY CODE AS AMENDED, AND IS TRUE  
AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE LIMITS OF A 100  
YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM)  
NO. 48453C0630H (TRAVIS COUNTY) DATED SEPTEMBER 26, 2008.

*Chris McComb* 8.3.09

CHRIS MCCOMB, P.E.





VICINITY MAP  
NOT TO SCALE

City of Austin

THREE ISLAND RD

Colorado River

Onion Creek

Onion Creek

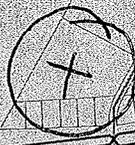
Onion Creek

Onion Creek

DOCTOR SCOTT DR

BURCH DR

E SH 71  
E SH 71



ROSS RD

IRVING LN

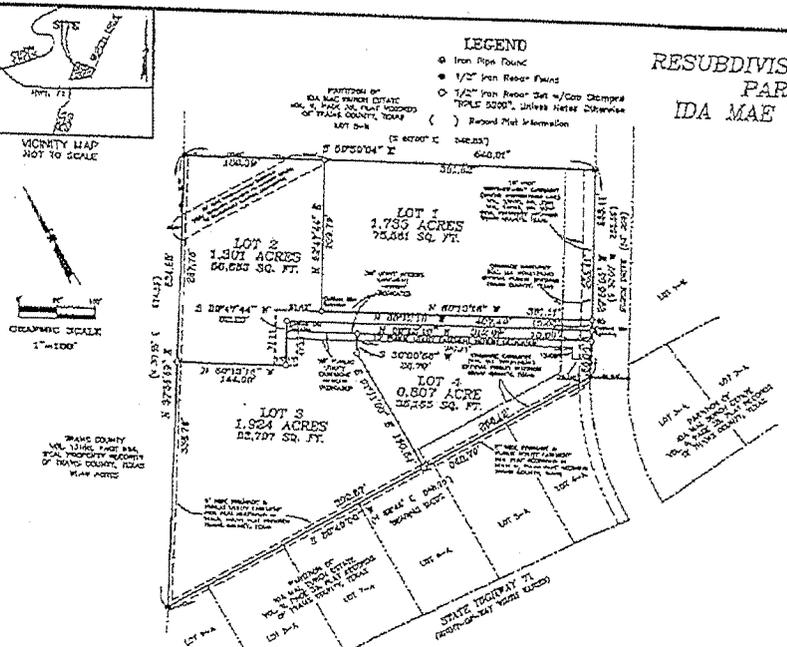
ROSS RD

MATTHEA DR  
BATTAN DR

GILWELL DR

Precinct #4

# RESUBDIVISION OF LOT 9-B PARTITION OF IDA MAE BURCH ESTATE



**LEGEND**

- Iron Pipe Found
- 1/2" Iron Rebar Found
- 1/2" Iron Rebar Set w/ Cap Diameter 1/8" 5000', Unless Noted Otherwise
- ( ) Found Plat Information

- NOTES**
1. INTERESTS IN THIS PROJECT IS LOCATED IN THE CITY OF AUSTIN, TEXAS AND IS CLASSIFIED AS SUBDIVISION.
  2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CAMPOUR WATER SUPPLY CORPORATION.
  3. SEWERAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE ON-SITE SEWER FACILITIES.
  4. ELECTRIC SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE SUBDIVISION ELECTRIC COOPERATIVE.
  5. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE PUBLIC WATER AND THE SEWERAGE SYSTEM FACILITIES.
  6. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ACCEPTS RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REGULATIONS OF THE CITY OF AUSTIN, TEXAS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE PROVISION OF INSTALLING ANY OF THE REQUIRED UTILITY SERVICES OR UTILITIES AT THE OWNER'S SOLE DISCRETION IF PLANS TO CONSTRUCT THE SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REGULATIONS.
  7. PRIOR TO CONSTRUCTION OF ANY LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE HIGHEST DESIGN AT UNIMPROVED STATUS BY MEANS OF ANY APPROVED METHOD.

THIS COUNTY COMMISSIONER COURT APPROVAL AND RESOLUTION BY APPROVING THIS PLAN, THE COMMISSIONER COURT OF TRAVIS COUNTY, TEXAS AGREES TO OPERATE TO MAINTAIN THE PUBLIC UTILITY AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAN, OR ANY PORTION OF ROAD AND OTHER UTILITIES THEREON, THE BUILDING OF ALL STREETS, SIDEWALKS AND DRIVEWAYS NECESSARY TO THE CONSTRUCTION OF THIS PLAN AND ALL OTHER STREETS, SIDEWALKS OR DRIVEWAYS NECESSARY TO BE CONSTRUCTED BY THE DEVELOPER OR HIS SUCCESSORS IN THE PERFORMANCE OF THE RESPONSIBILITY OF THE COUNTY AND/OR ACCORDANCE WITH PLANS AND CONDITIONS APPROVED BY THE COMMISSIONER COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THIS SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREETS AND BRIDGE IMPROVEMENTS TO THE SATISFACTION OF COUNTY ENGINEERS IN ORDER FOR THE COUNTY TO ACCEPT THE SAME. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS AND BRIDGE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE DEVELOPER SHALL POST BOND TO SECURE THIS OBLIGATION. THE BOND SHALL BE IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE COUNTY SHALL BE RESPONSIBLE TO SECURE SUCH STANDARDS AND NOT FINANCIAL SURETY BY THE OWNER AND THEN SUCCESSORS AND ASSIGNS OF THE COUNTY. IF THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE AND ARE POSTPONED BY THE COUNTY ENGINEERS.

THE APPROVATION OF THIS PLAN BY THE COMMISSIONER COURT FOR THIS SUBDIVISION'S ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS IS SUBJECT TO THE CITY OF AUSTIN, TEXAS. THE CITY OF AUSTIN, TEXAS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS AND BRIDGE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE DEVELOPER SHALL POST BOND TO SECURE THIS OBLIGATION. THE BOND SHALL BE IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE COUNTY SHALL BE RESPONSIBLE TO SECURE SUCH STANDARDS AND NOT FINANCIAL SURETY BY THE OWNER AND THEN SUCCESSORS AND ASSIGNS OF THE COUNTY. IF THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE AND ARE POSTPONED BY THE COUNTY ENGINEERS.

**NOTES**

8. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE SUBDIVISION ELECTRIC COOPERATIVE WITH ANY ELEMENTS AND/OR ACCESS NECESSARY TO THE INSTALLATION AND MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. UNDERGROUND ELECTRIC CO-OP HAS THE RIGHT TO PHONE AND/OR REMOVE TREE, DRUGS AND OTHER OBSTRUCTIONS AS NECESSARY TO KEEP THE FACILITIES CLEAR.
9. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. AN AGREEMENT, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PROTECTION AND TREE REMOVAL. TREE REMOVAL SHALL BE THE RESPONSIBILITY OF THE PROPOSED OVERHEAD ELECTRIC FACILITIES. OVERHEAD ELECTRIC CO-OP HAS THE RIGHT TO PHONE AND/OR REMOVE TREE, DRUGS AND OTHER OBSTRUCTIONS AS NECESSARY TO KEEP THE FACILITIES CLEAR.
10. SEWERAGE SERVICE LINES SHALL BE IN COMPLIANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
11. EROSION/SEDIMENTATION CONTROL ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO LAND DEVELOPMENT CODE SECTION 25-10-01 AND THE ENVIRONMENTAL PROTECTION AGENCY.
12. NO DRAINAGE IMPROVEMENTS BY ANY LOTS TO EXISTING CANALS, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN EXCESSIVE DRAINAGE EXCEPT AS APPROVED BY CITY OF AUSTIN/TRAVIS COUNTY.
13. PROPERTY OWNER AND/OR RESIDENT AGENTS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE FACILITIES AS MAY BE NECESSARY, AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF AUSTIN FOR INSPECTION OR MAINTENANCE OF SAID FACILITIES.
14. ALL DRAINAGE FACILITIES ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR RESIDENT AGENTS.
15. FOR A MINIMUM PERIOD, DISTANCE OF 20' FROM THE ROADWAY EDGE, THEREAFTER CROWN MAY BE CUT ONLY WITH SPECIFIC APPROVAL OF DAMAGE AND REPAIRING DESIGN PROFESSIONALS OF THE CITY OF AUSTIN.
16. PRIOR TO CONSTRUCTION, A SITE DEVELOPMENT POINT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
17. BY APPROVING THIS PLAN, THE CITY OF AUSTIN AGREES TO REVISION TO CONSTRUCT AND MAINTAINABLE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IN THE CONSTRUCTION OF THIS DEVELOPER AND/OR THE OWNER OF THE LOTS. FAILURE TO THE CITY TO COMPLY WITH THE CITY OF AUSTIN'S DEVELOPMENT POINTS INCLUDING INSURED FURNISH THE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
18. THIS LOT IS NOT LOCATED WITHIN THE EXEMPT AREA FOR RECREATION ZONE.
19. WATER QUALITY STANDARDS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPROVED OPEN WATER. IN EXCESS OF 50% OF THE NET SITE AREA OF EACH LOT, PURSUANT TO LAND DEVELOPMENT CODE SECTION 25-10-01.
20. ALL EXISTING DRAINAGE FACILITIES (E.G. DRAINAGE CANALS, DITCHES, AND WATER QUALITY FACILITIES) SHALL BE MAINTAINED PRIOR TO CONSTRUCTION OF ANY LOT.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO NON-RESIDENTIAL USES.
22. A FUTURE COUNTY DEVELOPMENT POINT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

STATE OF TEXAS  
COUNTY OF TRAVIS

THAT I, DAVID W. BURCH, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND BEING LOTS 9-B IN TRAVIS COUNTY, TEXAS, HAVE AS OF THE DATE HEREON RECORDED IN BOOK 2, DIVISION OF RECORDS, TRAVIS COUNTY, TEXAS AND AS RECORDED IN VOLUME 2011-1, PAGE 2002, BOOK PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE SAID LOT 9-B, PURSUANT TO THE PUBLIC UTILITY AND EROSION CONTROL OF CHAPTER 251.01 OF THE TEXAS LOCAL GOVERNMENT CODE, DO HEREBY REVEGETATE SAID TRACT AS EXISTING PLANTING TO BE MAINTAINED.

THE DEVELOPER OF LOT 9-B, PARTITION OF IDA MAE BURCH ESTATE AND DO HEREBY AGREE TO THE PUBLIC USE OF ALL STREETS AND BRIDGE IMPROVEMENTS TO BE CONSTRUCTED AND NOT MAINTAINED BY THE COUNTY ENGINEERS.

WITNES MY HAND AND SEAL OF THE COUNTY CLERK OF SAID COUNTY THIS 12th DAY OF \_\_\_\_\_ 2008, A.D.

**ENGINEER'S CERTIFICATION:**

I, CHRIS MCDONNELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN RECORDED BY THE FEDERAL GOVERNMENT, UNLESS SO INDICATED BY THE FEDERAL GOVERNMENT'S FLOOD INSURANCE RATE MAP (FIRM) NO. 26000Z0000A (TRAVIS COUNTY) DATED SEPTEMBER 23, 2000.

CHRIS MCDONNELL  
12-11-08  
ONE BOSTON CHURCH, INC.  
ENGINEERING AND CONSULTING SERVICES  
P.O. BOX 10000  
AUSTIN, TX 78760  
(512) 389-2111



**SUBDIVIDER'S CERTIFICATION:**

I, IDA MAE BURCH, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNES MY HAND AND SEAL OF THE COUNTY CLERK OF SAID COUNTY THIS 12th DAY OF \_\_\_\_\_ 2008, A.D.

IDA MAE BURCH  
12/11/2008  
RECORDED PROFESSIONAL LAND SURVEYOR NO. 3229  
ONE BOSTON CHURCH, INC.  
P.O. BOX 10000  
AUSTIN, TEXAS 78760  
(512) 389-2111



APPROVED AND AUTHORIZED FOR RECORD BY THE CLERK, PUBLISHED COUNTY OF TRAVIS, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D.

VICTORIA M. P.E. SUTHERS  
REGISTERED PROFESSIONAL ENGINEER  
CITY OF AUSTIN

ACCEPTED AND AUTHORIZED FOR RECORD BY THE COMMISSIONER AND PLATING COMMISSIONER OF THE CITY OF AUSTIN, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D.

CLARK HARRISON, PRESIDENT  
CITY OF AUSTIN

THIS SUBDIVISION IS LOCATED WITHIN THE ENVIRONMENTAL JURISDICTION OF THE CITY OF AUSTIN, TEXAS. THIS IS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D.

THE STATE OF TEXAS |  
THE COUNTY OF TRAVIS |

I, DAVID W. BURCH, CLERK OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D., THE COMMISSIONER COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE PLAN FOR THIS SUBDIVISION AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNES MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THIS 12th DAY OF \_\_\_\_\_ 2008, A.D.

DAVID W. BURCH, COUNTY CLERK TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS |  
THE COUNTY OF TRAVIS |

I, IDA MAE BURCH, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CONTENTS OF AUTHORITY WERE FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AND \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN COMPLIANCE WITH THE

WITNES MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THIS 12th DAY OF \_\_\_\_\_ 2008, A.D.

DAVID W. BURCH, COUNTY CLERK TRAVIS COUNTY, TEXAS

Crow Surveying  
Company  
P.O. BOX 586  
Elgin, Texas 78621  
(512) 663-8224

CBJ-2009-0004-0A

Burch  
Resub -  
Notification  
Receipts for  
Travis County  
Comments!

7009 0080 0000 8555

TRAVIS COUNTY  
P.O. BOX 1748  
AUSTIN, TEXAS 78767

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

AUSTIN TX 78703

SPRINGDALE PARTNERS LTD.  
2450 W. 35TH STREET  
AUSTIN, TEXAS 78703

NEWPORT BEACH, CA 92660

0126

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

PASADENA TX 77003

WILLIE & CECIL RAGSDALE  
%WILLIS C. RAGSDALE JR.  
3522 LONGWOOD DRIVE  
PASADENA, TEXAS 77003

AUSTIN TX 78766

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

AUSTIN TX 78703

AUSTIN FIRST CHURCH  
%6549 RAY, 71 LTD  
ATTN: JOHN LEWIS CO.  
1717 W. 6TH STREET, STE. 390  
AUSTIN, TEXAS 78705

AUSTIN TX 78745

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

DEL VALLE TX 78617

MEHREN ENTERPRISES, INC.  
4555 HIGHWAY 71 EAST  
DEL VALLE, TEXAS 78617

DEL VALLE TX 78617

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

7009 0080 0000 8555 7433

4100 MACARTHUR BLVD.  
SUITE 200  
NEWPORT BEACH, CA 92660

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

AUSTIN TX 78703

JOAQUIN ZUBIETA  
11017 SOUTH BAY LANE  
AUSTIN, TEXAS 78739

AUSTIN TX 78709

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

AUSTIN TX 78745

ANNA MAE ELLIOTT  
208 SKY LOOP DRIVE  
AUSTIN, TEXAS 78745

AUSTIN TX 78745

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

DEL VALLE TX 78617

YOO JAE & JUNG RYE YOO  
P.O. BOX 1127  
6873 DEL VALLE, TEXAS 78617

DEL VALLE TX 78617

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

DEL VALLE TX 78617

PIO & MARIA ROCHA  
4203 BURCH DRIVE  
DEL VALLE, TEXAS 78617

DEL VALLE TX 78617

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

7009 0080 0000 8555 7457

MARK TOLAR  
3215 FORT WORTH TRAIL  
AUSTIN, TEXAS 78748

AUSTIN TX 78748

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

AUSTIN TX 78703

JOAQUIN ZUBIETA  
11017 SOUTH BAY LANE  
AUSTIN, TEXAS 78739

AUSTIN TX 78709

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

AUSTIN TX 78745

ANNA MAE ELLIOTT  
208 SKY LOOP DRIVE  
AUSTIN, TEXAS 78745

AUSTIN TX 78745

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

DEL VALLE TX 78617

YOO JAE & JUNG RYE YOO  
P.O. BOX 1127  
6873 DEL VALLE, TEXAS 78617

DEL VALLE TX 78617

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |

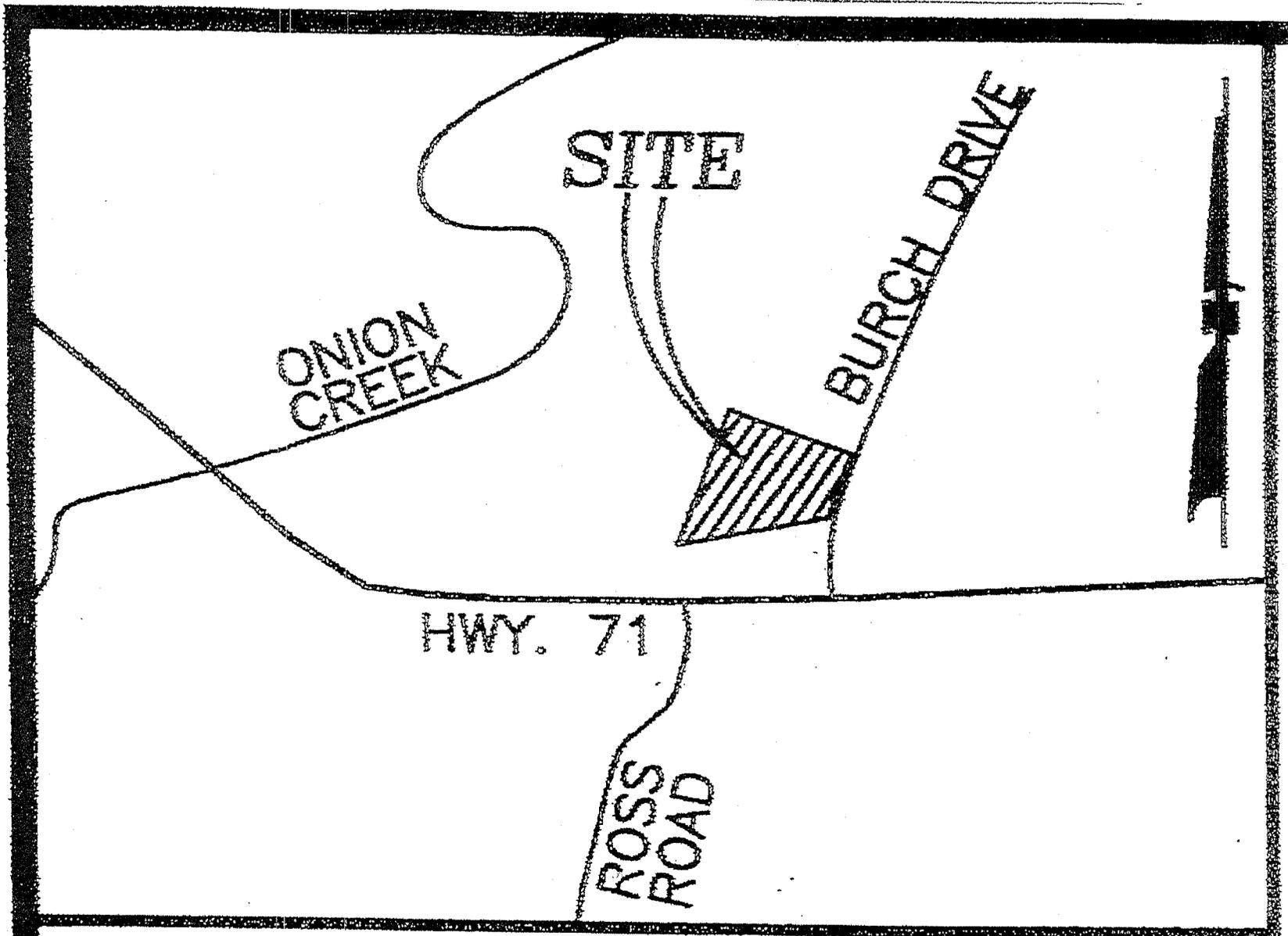
DEL VALLE TX 78617

PIO & MARIA ROCHA  
4203 BURCH DRIVE  
DEL VALLE, TEXAS 78617

DEL VALLE TX 78617

OAK HILL STATION  
MAY 27 2009

|  |        |
|--|--------|
| Postage                                      | \$0.44 |
| Printing Fee                                 | \$2.80 |
| Business Reply Fee (If postage required)     | \$2.30 |
| Business Reply Fee (If postage not required) | \$0.00 |
| Total Postage & Fees                         | \$5.54 |



VICINITY MAP  
NOT TO SCALE

The subdivision application includes all requirements for the Resubdivision Plat of fully developed subdivided land, into four commercial lots to be known as the Resubdivision of Lot 9-B of the Partition of Ida Mae Burch Estate. This property is made up of fully developed commercial land and is within the City of Austin's 2-mile jurisdiction in the southeast part of town (Travis County). The total project area within the boundaries of the final plat includes 5.767 acres. This property located at 4304 Burch Drive is bounded on the north by commercial land, on the east by Burch Drive, on the south by commercial land, and on the west by a Travis County park. The property takes its primary access from Burch Drive through an existing commercial driveway.

Chris McComb, P.E.  
President  
**AMC Design Group, Inc.**  
Engineering and Construction Consultants  
P.O. Box 18058  
Austin, Texas 78760  
512-385-2911  
512-385-5400 fax  
512-560-0378 cell

## NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: Resubdivision of Lot 9-B, Partition of Ida Mae Burch Estate

Mailing date: May 27<sup>th</sup>, 2009

Project location: 4304 Burch Drive

Please be advised that your neighborhood association is within 1,000 feet of a proposed development containing a non-residential land use. The development will replat an existing subdivision. Please see the attached site location map for clarification.

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

Owner's name: Sid Orton, Trustee

Owner's phone number:

Agent's name: Thrower Design

Agent's phone number: 512-476-4456

Travis County Case Manager: Michael Hettenhausen

Case Manager's phone number: 854-7563

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

# TRAVIS COUNTY FIRE MARSHAL'S OFFICE



5555 Airport, Suite 400, Austin, Texas 78751  
(512) 854-4621, Fax (512) 854-6471

August 26, 2009

Joe L. Arriaga  
Senior Planner  
Travis County Transportation & Natural Resources  
411 West 13th Street, 8th Floor  
Austin, Texas 78767

**RE: Subdivision of Burch Drive Business Park  
4304 Burch Drive  
Austin, TX 78617**

Dear Mr. Arriaga,

Our office has reviewed the site plan submitted for this project. In our judgment, the project complies with requirements of the Travis County Fire Code and we have signed off on the project.

Please contact me if I can be of further assistance.

Mike Slaughter  
Deputy Fire Marshal  
Travis County Fire Marshal's Office  
Office: (512) 854-4621  
Mobile: (512) 633-8214  
Email: [Mike.Slaughter@co.travis.tx.us](mailto:Mike.Slaughter@co.travis.tx.us)

# 6

Travis County Commissioners Court Agenda Request

Voting Session 11/24/09  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:

**Consider and take appropriate action on:**

**A. Lakes at Northtown Section 3 Final Plat in Precinct One (Long Form Plat – 50 Lots – 9.376 Acres – Lake Victor Drive - Appropriate Fiscal (\$432,113.09) has been posted with the City of Austin – Sewage service to be provided by the Northtown Municipal Utility District – City of Austin ETJ).**

**B. Approve a Construction Agreement for Lakes at Northtown Section 3 Final Plat**

C. Approved by:



Commissioner Ron Davis, Precinct One

RECEIVED  
COUNTY JUDGES' OFFICE  
09 NOV 17 AM 11:18

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

Michael Hettenhausen: 854-7563

Dennis Wilson: 854-4217

Anna Bowlin: 854-7561

COMMISSIONER'S OFFICE  
TRAVIS COUNTY  
2009 NOV 16 PM 4:04

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_ Additional funding for any department or for any purpose

\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

\_\_\_\_ Contract, Agreement, Policy & Procedure

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

**BACK UP MEMORANDUM**

November 12, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Director, Development Services

SUBJECT: Lakes at Northtown Section 3 Final Plat, Precinct One

***PROPOSED MOTION:***

**Consider and take appropriate action on:**

- A. Lakes at Northtown Section 3 Final Plat in Precinct One (Long Form Plat – 50 Lots – 9.376 Acres – Lake Victor Drive - Appropriate Fiscal (\$432,113.09) has been posted with the City of Austin – Sewage service to be provided by the Northtown Municipal Utility District – City of Austin ETJ).**
- B. Approve a Construction Agreement for Lakes at Northtown Section 3 Final Plat**

***SUMMARY AND STAFF RECOMMENDATION:***

This final plat subdivision consists of 50 total residential lots. The applicant has posted appropriate fiscal (\$432,113.09) with Travis County. There are 1,688 linear feet of public streets proposed with this plat. The City of Austin is the park provider, and parkland dedication will be satisfied through Northtown MUD with each individual lot through a development agreement.

As this final plat meets all Travis County standards and has been approved by City of Austin, TNR staff recommends approval of this final plat.

***ISSUES:***

Staff has not received any inquiries from any adjacent property owners concerning this project. The subdivision is part of a series of final plats that have been previously approved by Commissioners' Court in this area.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map

Precinct map

Proposed Plat

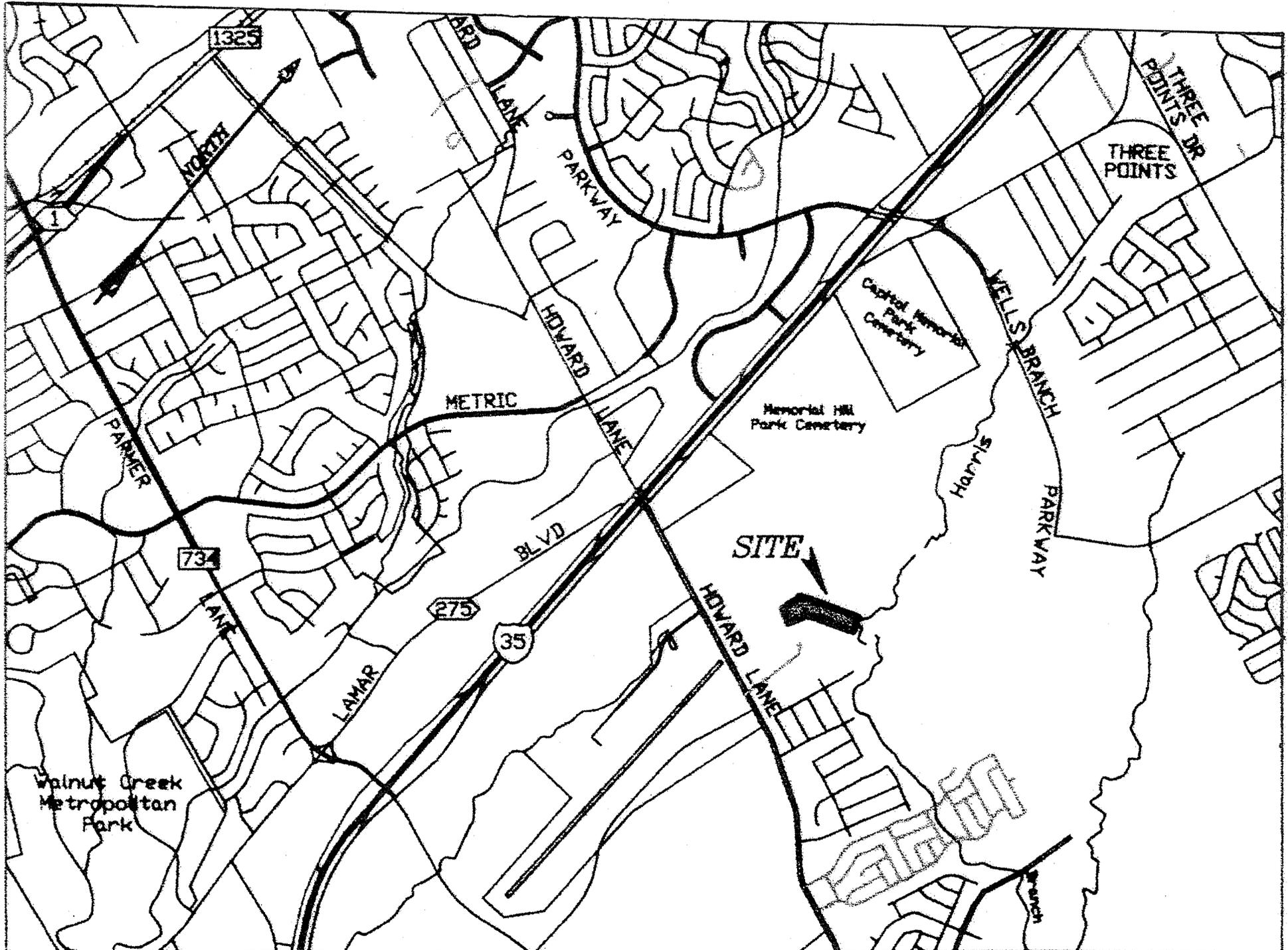
Construction Agreements

AMB: mph

1105



# LAKES AT NORTHTOWN SEC. 3 LOCATION MAP



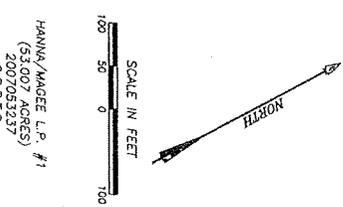
129.705 ACRES!  
 SCI COLORADO FUNERAL SERVICES, INC.  
 12485/0454  
 P.R.T.C.

LAND USE SUMMARY: THE LAKES AT NORTHTOWN SECTION THREE

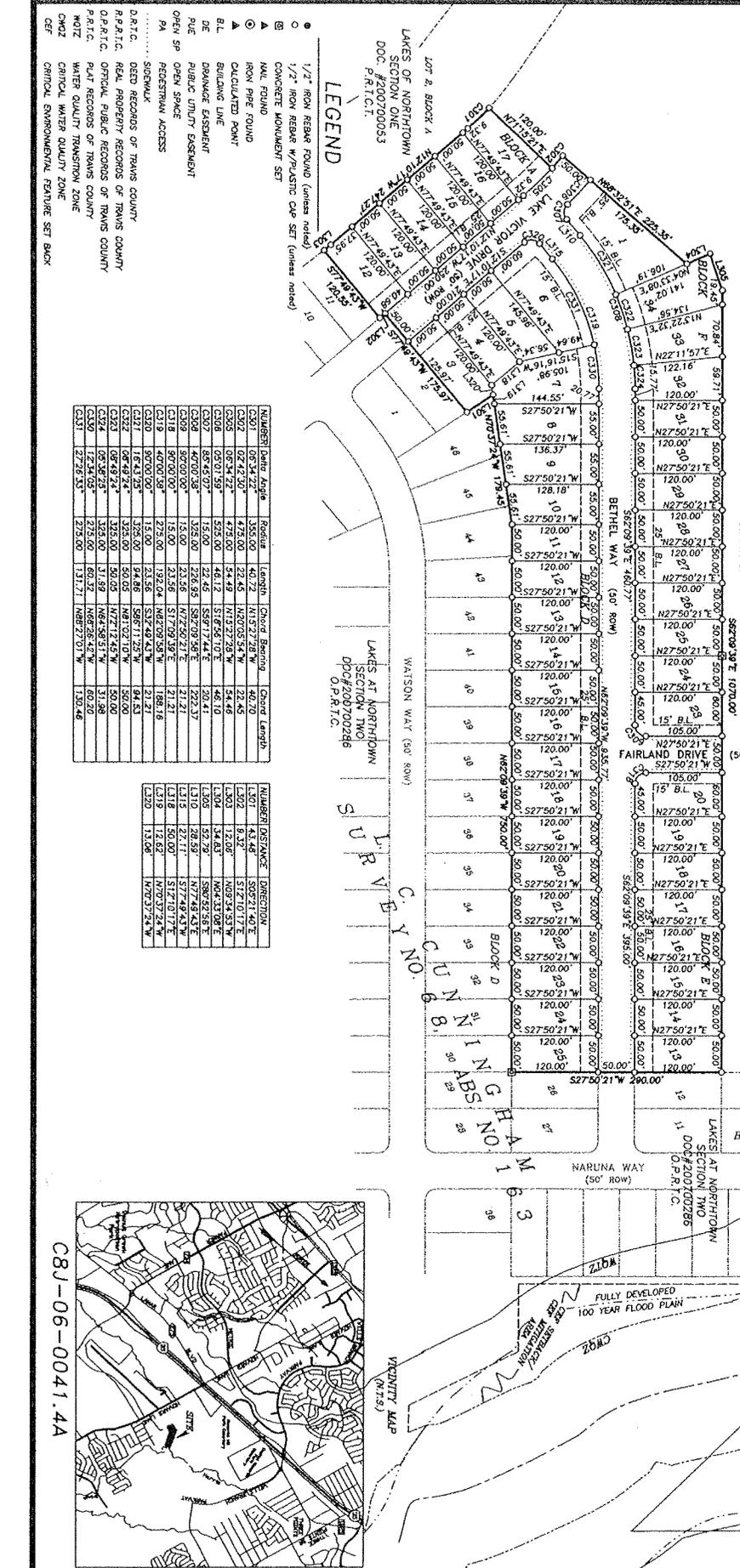
|                                   |                  |
|-----------------------------------|------------------|
| TOTAL ACREAGE:                    | 9.376 ACRES      |
| STANDARD RESIDENTIAL LOTS         | 53 LOTS PER ACRE |
| DENSITY                           | 4 BLOCKS         |
| TOTAL LOTS:                       | 50               |
| RESIDENTIAL LOTS IN NORTHTOWN MUD | (9,376 ACRES)    |
| AREA WITHIN RIGHT OF WAY          | (1,885 ACRES)    |
| SUBMITTAL DATE:                   | 04/29/09         |

|                    |          |           |
|--------------------|----------|-----------|
| PUBLIC STREET NAME | LENGTH   | ROW WIDTH |
| FAIRLAND DRIVE     | 145.00'  | 50'       |
| BETHEL WAY         | 1212.00' | 50'       |
| LAKE VICTOR DRIVE  | 331.00'  | 50'       |
| TOTAL              | 1988.00' |           |



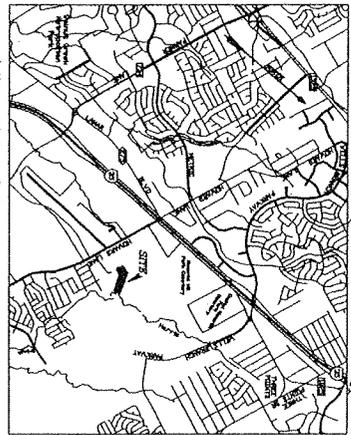
HANNA, MARGEE L.P. #1  
 (S1,007 ACRES)  
 2007025237  
 O.P.R.T.C.



- LEGEND**
- 1/2" ROW BEAR ROUND (unless noted)
  - 1/2" ROW BEAR W/PLASTIC CAP SET (unless noted)
  - CONCRETE MONUMENT SET
  - ▲ IRON POUND
  - ▲ IRON PIPE FOUND
  - ▲ CALCULATED POINT
  - ▲ BUILDING LINE
  - ▲ DAMAGE EASEMENT
  - ▲ PUBLIC UTILITY EASEMENT
  - ▲ OPEN SP
  - ▲ OPEN SPACE
  - ▲ FORESTAL ACCESS
  - ▲ SIDEWALK
  - ▲ DEED RECORDS OF TRAVIS COUNTY
  - ▲ REAL PROPERTY RECORDS OF TRAVIS COUNTY
  - ▲ O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
  - ▲ PLAT RECORDS OF TRAVIS COUNTY
  - ▲ WATER QUALITY TRANSPORT ZONE
  - ▲ CRIPPLE WATER QUALITY ZONE
  - ▲ CRIPPLE ENVIRONMENTAL FEATURE SET BACK

| NUMBER | DATE     | BY | REVISION | LENGTH  | CHORD BEARING | CHORD LENGTH |
|--------|----------|----|----------|---------|---------------|--------------|
| C201   | 02/14/02 |    | 22.45    | 1420.65 | S42°56'54"W   | 32.45        |
| C202   | 02/14/02 |    | 45.00    | 54.49   | S15°27'29"W   | 54.49        |
| C203   | 02/14/02 |    | 525.00   | 46.12   | S17°52'10"W   | 46.10        |
| C204   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C205   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C206   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C207   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C208   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C209   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C210   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C211   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C212   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C213   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C214   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C215   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C216   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C217   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C218   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C219   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C220   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C221   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C222   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C223   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C224   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C225   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C226   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C227   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C228   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C229   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |
| C230   | 02/14/02 |    | 15.00    | 22.45   | S89°17'44"E   | 22.45        |

| NUMBER | DISTANCE | DIRECTION   |
|--------|----------|-------------|
| L01    | 8.27     | S17°10'17"E |
| L02    | 12.00    | N02°54'53"W |
| L03    | 14.83    | N04°31'09"E |
| L04    | 14.83    | N04°31'09"E |
| L05    | 14.83    | N04°31'09"E |
| L06    | 14.83    | N04°31'09"E |
| L07    | 14.83    | N04°31'09"E |
| L08    | 14.83    | N04°31'09"E |
| L09    | 14.83    | N04°31'09"E |
| L10    | 14.83    | N04°31'09"E |
| L11    | 14.83    | N04°31'09"E |
| L12    | 14.83    | N04°31'09"E |
| L13    | 14.83    | N04°31'09"E |
| L14    | 14.83    | N04°31'09"E |
| L15    | 14.83    | N04°31'09"E |
| L16    | 14.83    | N04°31'09"E |
| L17    | 14.83    | N04°31'09"E |
| L18    | 14.83    | N04°31'09"E |
| L19    | 14.83    | N04°31'09"E |
| L20    | 14.83    | N04°31'09"E |



**LAKES AT NORTHTOWN SECTION THREE**

**LANDESIGN SERVICES, INC.**  
 512-238-7901  
 555 ROUND ROCK WEST DR.  
 BUILDING D, SUITE 170  
 ROUND ROCK, TEXAS 78681

CSJ-06-0041.4A

|                     |   |
|---------------------|---|
| PROJECT NAME        | HOWARD LANE                                     |
| JOB NUMBER          | 011-06-009                                      |
| DATE                | 07/22/09  |
| SCALE               | 1" = 100'                                       |
| DRAWING FILE PATH   | L:\CONCARO & CLARKE\HOWARD LANE\DWG\Final Plots |
| FIELDNOTE FILE PATH | L:\CONCARO & CLARKE\HOWARD LANE\FNOTES\         |
| PLLOT JOB           | TECHOR  |
| CHECKED BY          | FIELDWORK                                       |

## EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Hanna/Magee L.P. #1, a Texas Limited Partnership, by Hanna/Magee GP #1 Inc., a Texas Corporation, its General Partner, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "The Lakes at Northtown Section Three" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

### I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and

recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce,

as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

## II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Hanna/Magee L.P. #1  
1011 North Lamar  
Austin, Texas 78703  
Attention: Blake J. Magee

County: Transportation & Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767  
Attn: Executive Manager

Copy to: Travis County Attorney's Office  
P.O. Box 1748  
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:



\_\_\_\_\_  
County Judge

Blake J. Magee  
President  
Authorized Representative  
Date:

Date:

Hanna/Magee L.P. #1  
A Texas Limited Partnership

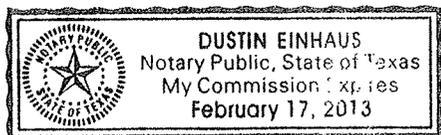
By: Hanna/Magee GP #1, Inc.  
A Texas Corporation  
General Partner

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9 day of November, by  
Blake J. Magee, in the capacity stated herein.



  
Signature of Notary

After Recording Return to:

Executive Manager, Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

## EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



**Landesign Services, Inc.**

555 Round Rock West Drive  
Bldg. D, Suite 170  
Round Rock, Texas 78681  
512-238-7901 office  
512-238-7902 fax

EXHIBIT "A "

METES AND BOUNDS DESCRIPTION

(LAKES AT NORTHTOWN SECTION THREE)

BEING 9.376 ACRES OF LAND, AS SURVEYED BY LANDESIGN SERVICES, INC., BEING OUT OF THE L.C. CUNNINGHAM SURVEY NO. 68, ABSTRACT NO. 163, TRAVIS COUNTY, TEXAS, AND BEING A PART OF EXHIBIT "A-1", 53.007 ACRES, CONVEYED BY NWC HOWARD & I-35, LTD. TO HANNA/MAGEE L.P. #1 IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007053237 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2 inch iron rebar with cap marked "LANDESIGN" in the northwest corner of Lot 11, Block A, Lakes at Northtown, Section Two, a subdivision in Travis County, Texas, recorded in Document No. 200700286 of the Official Public Records of Travis County, Texas, and being in the east line of Lot 2, Block A, Lakes of Northtown Section One, a subdivision in Travis County, Texas, recorded in Document No. 200700053 of the Official Public Records of Travis County, Texas;

THENCE crossing through said 53.007 acres and with the east line of said Lot 2 the following three (3) courses;

1. North 09°34'53" West a distance of 12.06 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;
2. North 12°10'17" West a distance of 247.27 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found at the beginning of a curve to the left;
3. Along said curve to the left, having a radius of 355.00 feet, a delta angle of 06°34'22", a length of 40.72 feet and a chord which bears North 15°27'28" West a distance of 40.70 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" found;

THENCE crossing through said 53.007 acres the following six (6) courses;

1. North  $71^{\circ}15'21''$  East a distance of 120.00 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set at the beginning of a non-tangent curve to the left;
2. Along said curve to the left, having a radius of 475.00 feet, a delta angle of  $02^{\circ}42'30''$ , a length of 22.45 feet and a chord which bears North  $20^{\circ}05'54''$  West a distance of 22.45 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
3. North  $68^{\circ}32'51''$  East a distance of 225.35 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
4. North  $04^{\circ}33'08''$  East a distance of 34.83 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
5. South  $80^{\circ}52'56''$  East a distance of 52.79 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
6. South  $62^{\circ}09'39''$  East a distance of 1070.00 feet to a 1/2 inch iron rebar set in the west line of said Lakes at Northtown Section Two;

THENCE crossing through said 53.007 acres and along the north line of said Lakes at Northtown Section Two the following seven (7) courses;

1. South  $27^{\circ}50'21''$  West a distance of 290.00 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
2. North  $62^{\circ}09'39''$  West a distance of 750.00 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
3. North  $70^{\circ}37'24''$  West a distance of 179.45 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
4. South  $05^{\circ}21'40''$  East a distance of 43.48 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
5. South  $77^{\circ}49'43''$  West a distance of 175.97 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;
6. South  $12^{\circ}10'17''$  East a distance of 9.32 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set;

7. South 77°49'43" West a distance of 120.55 feet to the POINT OF BEGINNING.

This parcel contains 9.376 acres of land, more or less, out of the L.C. Cunningham Survey No. 68, Abstract No. 163, Travis County, Texas. Description prepared from an on-the-ground survey made during February and September 2006 and March 2009. All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.



5 AUG 09

Joseph Beavers Date  
Registered Professional Land Surveyor  
State of Texas No. 4938



Project Number: 011-06-009

Attachments: Survey Drawing L:\LONGARO & CLARKE\HOWARD LANE\DWGS\Final Plats\Lakes @ Northtown Sec 3 REV.dwg

Lakes at Northtown Section 3

**ASSIGNMENT AND ASSUMPTION OF  
SUBDIVISION CONSTRUCTION AGREEMENT**

This assignment and assumption of Subdivision Construction Agreement (the "Agreement") is entered into effective as of the 9<sup>th</sup> day of November, 2009, by and among Hanna/Magee L.P., #1, a Texas limited partnership (the "Assignor"), KB HOME Lone Star, Inc., a Texas corporation (the "Assignee"), and Travis County, Texas (the "County").

**WITNESSTH**

WHEREAS, that certain Subdivision Construction Agreement, dated November 9<sup>th</sup>, 2009, was entered into by and between County and Assignor, as Subdivider, a copy of said Subdivision Construction Agreement being attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, pursuant to the Subdivision Construction Agreement, Assignor has agreed to construct and install certain external and internal subdivision improvements as described on Exhibit "B" of the Subdivision Construction Agreement;

WHEREAS, Assignee desires to purchase and Assignor desires to sell the real property and improvements as more particularly described on Exhibit "A" to the Subdivision Construction Agreement;

WHEREAS, in connection with the purchase and sale of the real property, the Assignor now desires to assign its rights and obligations under the Subdivision Construction Agreement to the Assignee, and the Assignee desires to accept the assignment thereof upon and subject the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the recitals stated above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. As of the effective date hereof, the Assignor hereby assigns and transfers to the Assignee all of the right, title, interest and obligations in and to the Subdivision Construction Agreement and the Assignee hereby agrees to and does accept this assignment and in addition expressly assumes and agrees to timely keep, perform, and fulfill all the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled by the Assignor as the Subdivider under the Subdivision Construction Agreement, including the timely completion of all improvements as set forth therein.
2. Assignee hereby agrees to indemnify and hold Assignor harmless from and against all and any costs, liability, damage of expense, including specifically but not limited to, attorneys' fees arising out of acts or omissions of Assignee accruing or arising on or subsequent to the effective date of this Agreement and arising out of or in any way connected with the Subdivision Construction Agreement.

3. County hereby releases, discharges, and agrees to hold harmless Assignor, its officers, directors, shareholders, partners, employees, agents and affiliates, from and against any costs, liability, payments, damage or expense, including specifically but not limited to, attorneys' fees, for all charges and events accruing or arising on or subsequent to the effective date of this Agreement and arising out of or in any way connected with the Subdivision Construction Agreement, and County shall look solely to Assignee for the payment of all expenses and satisfaction of all obligations and other charges after the date of this Agreement, and Assignee hereby assumes said obligations of Assignor for events arising after the effective date of this Agreement.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns.

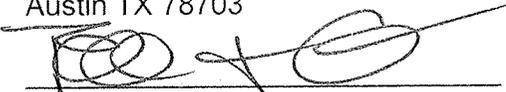
5. This Agreement, its validity, construction and enforcement shall be governed by and construed in accordance with the laws of the State of Texas where it has been executed and delivered and where the subject property is located.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

EXECUTED EFFECTIVE as of the date and year first above written.

ASSIGNOR:

Hanna/Magee L.P. #1, a Texas  
limited partnership  
By: Hanna/Magee #1 Ltd., a Texas  
corporation, its general partner  
1011 North Lamar  
Austin TX 78703

  
\_\_\_\_\_  
Blake J. Magee, President

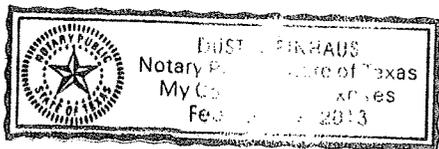
ASSIGNEE:

KB HOME Lone Star, Inc., a Texas  
corporation  
11911 Burnet Road  
Austin TX 78758

  
\_\_\_\_\_  
John H. Zinsmeyer, Vice President

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9 day of November, 2009 by Blake J. Magee as President of Hanna/Magee #1 Ltd., a Texas corporation, General Partner of Hanna/Magee L.P., a Texas limited partnership.



  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 11<sup>th</sup> day of November, 2007 by John H. Zinsmeyer as Vice President of KB HOME Lone Star, Inc., a Texas corporation.



  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

## CONSENT OF TRAVIS COUNTY

The undersigned is the City in the Subdivision Construction Agreement described in the foregoing Agreement and hereby consents to the assignment of all obligations and responsibilities thereunder to KB HOME Lone Star, Inc., a Texas corporation and agrees to release Hanna/Magee L.P. #1, a Texas limited partnership from all liability, and hold Assignee liable for all payments and obligations arising under the Subdivision Construction Agreement.

CITY OF AUSTIN, TEXAS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ as

\_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein stated are true and correct.

SWORN AND SUBSCRIBED TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

9

# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Voting Session 11/24/09  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:

Approve the acceptance of dedication of street and drainage facilities for the Stoney Ridge Phase B, Section Two subdivision – a subdivision within Travis County, Precinct Four.

C. Approved by: \_\_\_\_\_  
Commissioner Margaret Gomez, Precinct Four

II. A. Is backup material attached\*? Yes X No \_\_\_\_\_  
\*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_

Please list those contacted and their phone numbers:

- |                  |            |               |            |
|------------------|------------|---------------|------------|
| Anna Bowlin      | - 854-9383 | Don Ward      | - 854-9383 |
| Jamie Mancillas  | - 854-9383 | Scott Lambert | - 854-9383 |
| Gayla Dembkowski | - 854-9383 | Howard Herrin | - 854-9383 |

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)  
 \_\_\_ Additional funding for any department or for any purpose  
 \_\_\_ Transfer of existing funds within or between any line item budget  
 \_\_\_ Grant
- Human Resources Department (473-9165)  
 \_\_\_ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)  
 \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)  
 \_\_\_ Contract, Agreement, Policy & Procedure

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

**MEMORANDUM**

DATE: November 10, 2009

TO: Members of the Commissioners' Court

THROUGH: *Carol B. Gieselman*  
Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Division Director – Road Maintenance and Fleet Services

SUBJECT: Approve the acceptance of dedication of street and drainage facilities for the Stoney Ridge Phase B, Section Two subdivision – a subdivision within Travis County, Precinct Four.

**Summary and TNR Staff Recommendation**

Stoney Ridge, Phase B Section Two was recorded on March 20, 2007 at Document #200700085. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code.

In regards to any un-constructed sidewalks within the subdivision, sidewalk fiscal will remain in place. This sidewalk fiscal will be released once these remaining un-constructed sidewalks are constructed and given a positive inspection from a Registered Accessibility Specialist (RAS).

Stoney Ridge Phase B, Section Two is accessed from the west by Ross Road and from the east from Heine Farm Road. Both Ross Road and Heine Farm Road are accepted for maintenance by Travis County. This action will add a total of 1.03 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

**Budgetary and Fiscal Impacts:**

Fiscal is currently posted with the City of Austin for this project in the amount of \$230,643.33.

November 10, 2009

Page 2

**Issues and Opportunities:**

This acceptance date will start the one-year warranty period for this project.

**Required Authorizations:**

Road Maintenance and Fleet Services Department.

**Exhibits:**

TNR Approval Letter

RAS Inspection Approval

City of Austin Approval Letter

List of streets (1)

Requirements for Approval

Maps

PS:DW:ps

1105 Stoney Ridge Phase B, Section Two

RECEIVED  
OCT 29 2009  
TNR



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER  
411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**APPROVAL OF CONSTRUCTION**

**DATE:** October 23, 2009

**DEVELOPER:**  
SR Development, Inc.  
503 West 17<sup>th</sup> Street, #200  
Austin, TX 78701

**ENGINEER:**  
Doucet & Associates, Inc  
Attn: Ted McConaghy  
7401-B Hwy. 71 W., Suite 160  
Austin, TX 78735

**SUBJECT:** Stoney Ridge Phase B, Section 2

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction will enter into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

All items have been received

BY: Roy Wright 29-Oct-2009  
TNR Construction Inspector – Roy Wright

Paul Scoggins  
TNR Engineering Specialist – Paul Scoggins

Scott Lambert 12-Nov-2009  
TNR Road Maintenance – Scott Lambert

1102 fiscal file  
1105 Subdivision File



## ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (512) 268-5964  
Email: [robert@adaassistance.com](mailto:robert@adaassistance.com) Internet: [www.adaassistance.com](http://www.adaassistance.com)

**DATE:** November 29, 2007

**TO:** Ted McConaghy  
Doucet & Associates  
7401B Hwy71 W #160  
Austin TX 78735  
[ted.mcconaghy@doucet-austin.com](mailto:ted.mcconaghy@doucet-austin.com)

**FROM:** Robert Ronson, RAS

**PROJECT:** Stoney Ridge Phase B Section 2  
Elroy Rd & Ross Rd  
Austin TX

**Response letter dated:** 11/28/2007

**SUBJECT: CORRECTIVE MODIFICATIONS – NO VIOLATIONS**

Your submittal regarding the referenced submittal has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

The corrective modifications results in issuance of this final approval letter.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state or federal requirements. For information on the ADA, contact the United States Department of Justice, Civil rights Division at (202)514-0301.



# City of Austin

Founded by Congress, Republic of Texas, 1839  
Watershed Protection and Development Review Department  
P.O. Box 1088, Austin, Texas 78767

September 20, 2007

SR Development  
503 W. 17<sup>th</sup> Street, Suite 200  
Austin, Texas 78701

**RE: CORRECTED FINAL ACCEPTANCE**  
Project Name: Stoney Ridge Phase B Section 2  
Subdivision Development Number: C8J-03-0161.01.2B Job ID No: C-2006-0663

To Whom It May Concern:

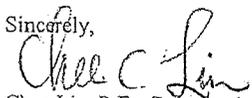
This letter corrects the Final Acceptance Letter written on July 26, 2007 regarding the maintenance of the water and wastewater. The water and wastewater will be owned, operated and maintained by the City of Austin.

Effective July 17, 2007, the water, wastewater, street and drainage construction requirements in the above subdivision plan have been fulfilled in accordance with current Construction Documents approved by the Watershed Protection and Development Review Department. The City of Austin does not accept the public facilities as described in Attachment #1, but will notify Travis County. The water and wastewater improvements will be owned, operated and maintained by the City of Austin.

The consulting engineer representing you has indicated concurrence with the City's acceptance on Attachment #2. The contractor is warranting their workmanship and materials against defects for one (1) year from July 17, 2007.

The Owner has signed an "Agreement for Installation and Maintenance of Temporary and Permanent Erosion and Sedimentation Controls/Pre-Existing Fiscal Security" with the Environmental Inspection Workgroup of the Watershed Protection and Development Review Department. Internal Fiscal Security for permanent erosion/sedimentation controls and/or water quality controls will be retained until permanent revegetation has been established and the water quality controls for this project meet the requirements of the Austin City Code and the Environmental Criteria Manual. If you have any questions regarding fiscal release please contact the fiscal officer, Carol Barnes, at 974-2771.

Sincerely,

  
Chee Lin, P.E., Construction Engineer  
CIP Inspection Division  
Public Works Department

CL:hh

- |   |                                 |
|---|---------------------------------|
| cc: Sam Angoori, P.E., Public Works     | Dan Garcia, WPDR                |
| Henry Casas, P.E. WPDR                  | Carol Barnes, WPDR              |
| Frank Kopic, WPDR                       | Judy Fowler, Austin Energy      |
| Mark Mauldin, WPDR                      | Kirk Obst, AWU                  |
| Charles Capel, Financial Services Dept. | Omoruyi Ebomwonyi, AWU          |
| Rodman Construction Company, Inc.       | Steve Hutton, AWU               |
| Davood Salek, P.E., Doucet & Assoc.     | Doina Toma, AWU                 |
| Federal Insurance Company               | Mike Alvarado, AWU              |
| Bond No. 8213-12-78                     | Robby McArthur, AWU             |
| Richard Kroger, P.E., PW                | Danny McNabb, WPDR              |
| Sam West, Street & Bridge, PW           | Molly Ritter, WPDR              |
| Stephanie Jensen, CTECC                 | Jamison Smith, WPDR             |
| Christine Thies, AFD                    | Mary Cruz, Public Works         |
| Leo Rios, AFD                           | Darla Vasterling, Travis County |
| Jacqueline Hrcir, CTM                   | Moore's Crossing MUD            |
| Project Files                           | David P. Rodriguez, WPDR        |

Stoney Ridge Phase B Section 2 (fa)

6303241667 & 6303241668

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION  
Mapsco No. 677Y

Stoney Ridge, Phase B, Section Two

Pct.# 4  
Atlas No. E-10

PHASE B, SECTION TWO IS RECORDED AT DOC #200700085 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 3/20/07

THIS SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

| #                     | STREET NAME           | FROM - TO                                      | L.F. | MILES | ROW | TYPE OF WIDTH OF |         | CURB & GUTTER |
|-----------------------|-----------------------|--|------|-------|-----|------------------|---------|---------------|
|                       |                       |  |      |       |     | PVMNT            | PVMNT   |               |
| 1                     | Ferrystone Cove       | Ferrystone Pass east to center of cul-de-sac   | 238  | 0.05  | 56' | HMAC             | 36' F-F | YES           |
| 2                     | Ferrystone Glen Drive | Ross Road east to Heine Farm Road              | 891  | 0.17  | 56' | HMAC             | 36' F-F | YES           |
| 3                     | Ferrystone Pass       | Stoney Meadow Dr north to center of cul-de-sac | 1419 | 0.27  | 56' | HMAC             | 36' F-F | YES           |
| 4                     | Plains Crest Drive    | Stoney Meadow Dr north to center of cul-de-sac | 1530 | 0.29  | 56' | HMAC             | 36' F-F | YES           |
| 5                     | Plains Valley Drive   | Ross Road east to Plains Crest Dr              | 188  | 0.04  | 56' | HMAC             | 36' F-F | YES           |
| 6                     | Prarie Glen Rodge     | Ferrystone Pass east to center of cul-de-sac   | 371  | 0.07  | 56' | HMAC             | 36' F-F | YES           |
| 7                     | Stoney Meadow Drive   | Ross Road east to Heine Farm Road              | 776  | 0.15  | 56' | HMAC             | 36' F-F | YES           |
|                       |                       |  |      | 0.00  |     |                  |         |               |
| Total Footage/Mileage |                       |  | 5413 | 1.03  |     |                  |         |               |

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 148

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALIN 1.03 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 4.

24-Nov-09

DATE

Don Ward, PE

Division Director

Road Maintenance & Fleet Services

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

DATE APPROVED BY COMMISSIONERS' COURT



## TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

### ***STONEY RIDGE, PHASE B, SECTION TWO*** **REQUIREMENTS FOR APPROVAL OF CONSTRUCTION** **PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS** **AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

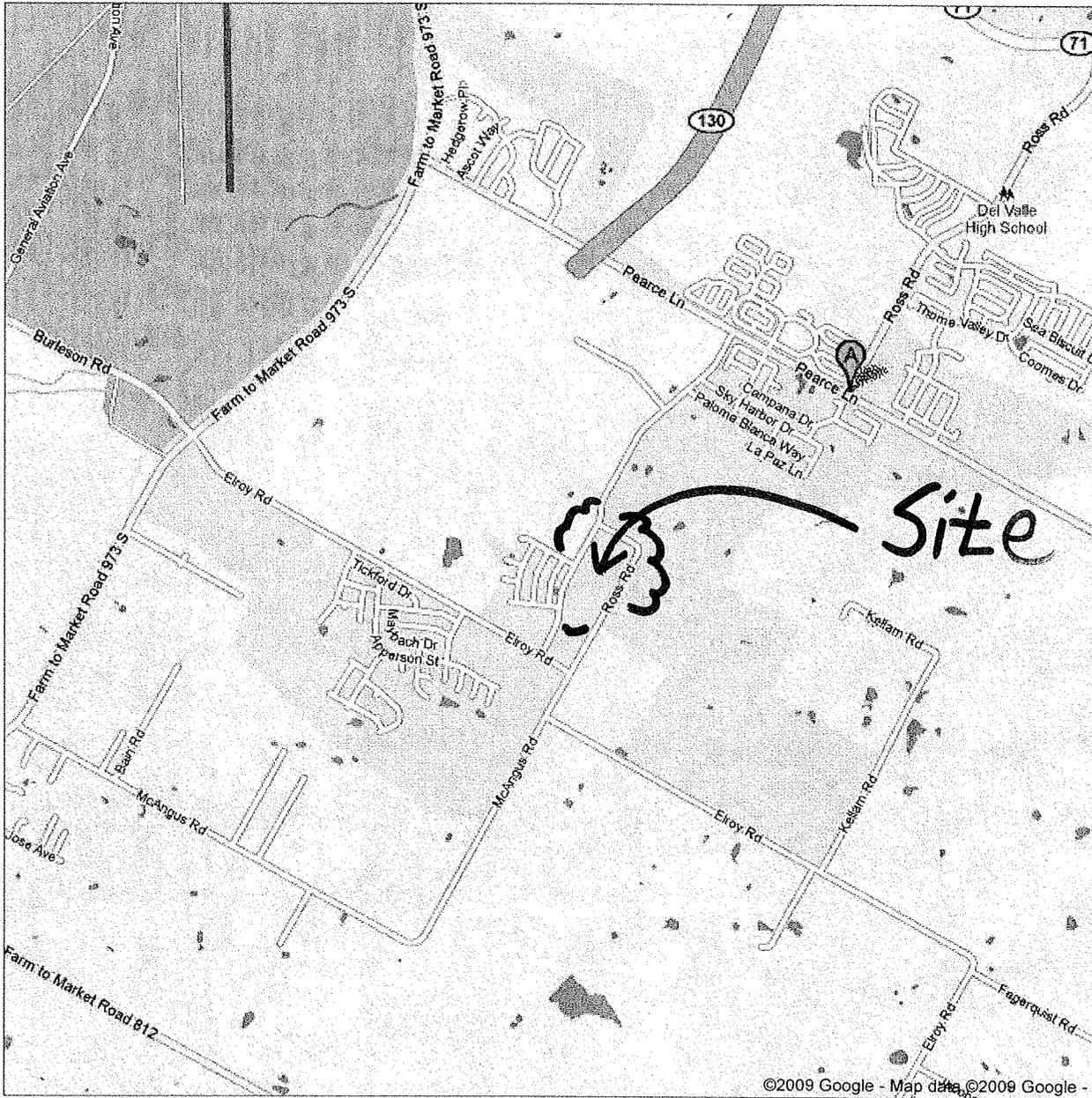
- 5/22/07 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 8/6/07 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 6/19/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/22/07 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Built**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TNR will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 11/29/07 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 10/30/09 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.
- 8/6/07 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW**).



Google maps

Address **Ross Rd**  
**Del Valle, TX 78617**

Notes Stoney Ridge, Phase B, Section  
Two. Travis County Precinct  
Four, Commissioner Gomez.



# 10

Travis County Commissioners Court Agenda Request

Voting Session 11/24/2009  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:  
**Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for the Southview Hills Estates Preliminary Plan.**

C. Approved by: Margaret J. Gomez  
Commissioner Margaret Gomez, Precinct Four

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 16 AM 9:46

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:

~~Sarah C. Sumner: 854-7687~~ Dennis Wilson: 854-4217  
~~Anna Bowlin: 854-7561~~

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_ Additional funding for any department or for any purpose

\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

\_\_\_ Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

### MEMORANDUM

November 10, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Southview Hills Estates, Precinct Four

#### **PROPOSED MOTION:**

**Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for the Southview Hills Estates Preliminary Plan.**

#### **SUMMARY AND STAFF RECOMMENDATION:**

Southview Hills Estates is a residential subdivision with 21 single family home lots on a private street.

Pursuant to Section 30-3-191 (B) the platting board (Commissioners Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalks, the variance may be supported by considering 1) there is no curb or gutter currently in place, 2) there are no pedestrian generators within the immediate area, and 3) there is no existing pedestrian system within the overall subdivision or connecting roadway to which sidewalks would be linked.

TNR staff supports approval of the variance.

#### **ISSUES:**

Staff has heard from several lot owners who are in favor of the subdivision

#### **BUDGETARY AND FISCAL IMPACT:**

None.

#### **REQUIRED AUTHORIZATIONS:**

None.

#### **EXHIBITS:**

Variance request, Location map, Precinct Map  
SCS 0708



March 12, 2009

Sarah Sumner, Case Manager  
City of Austin – Travis County  
Single Office Subdivision  
505 Barton Springs Rd. 4th Fl.  
Austin, Texas 78704

**RE: SOUTHVIEW HILLS ESTATES SUBDIVISION  
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  
CASE NUMBER C8J-2008-0237  
CL 06-635**

**SUBJECT: VARIANCE REQUEST**

Dear Ms. Sumner:

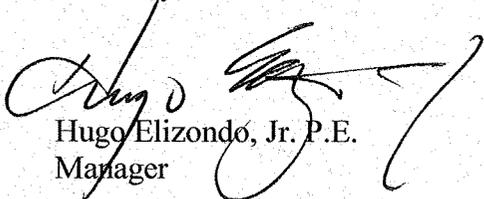
On behalf of the Owners of the Subdivision, Sam and Selma Guerrero, we respectfully request a variance from City of Austin Land Development Code 30-3-191 Sidewalk Installations in Subdivisions.

The existing unplatted subdivision has been in existence over 20 years.

This rural setting with minimal traffic allows the existing street to be used as a pedestrian path. Due to the nature of the Project, it is not necessary to extend sidewalks to provide pedestrian paths.

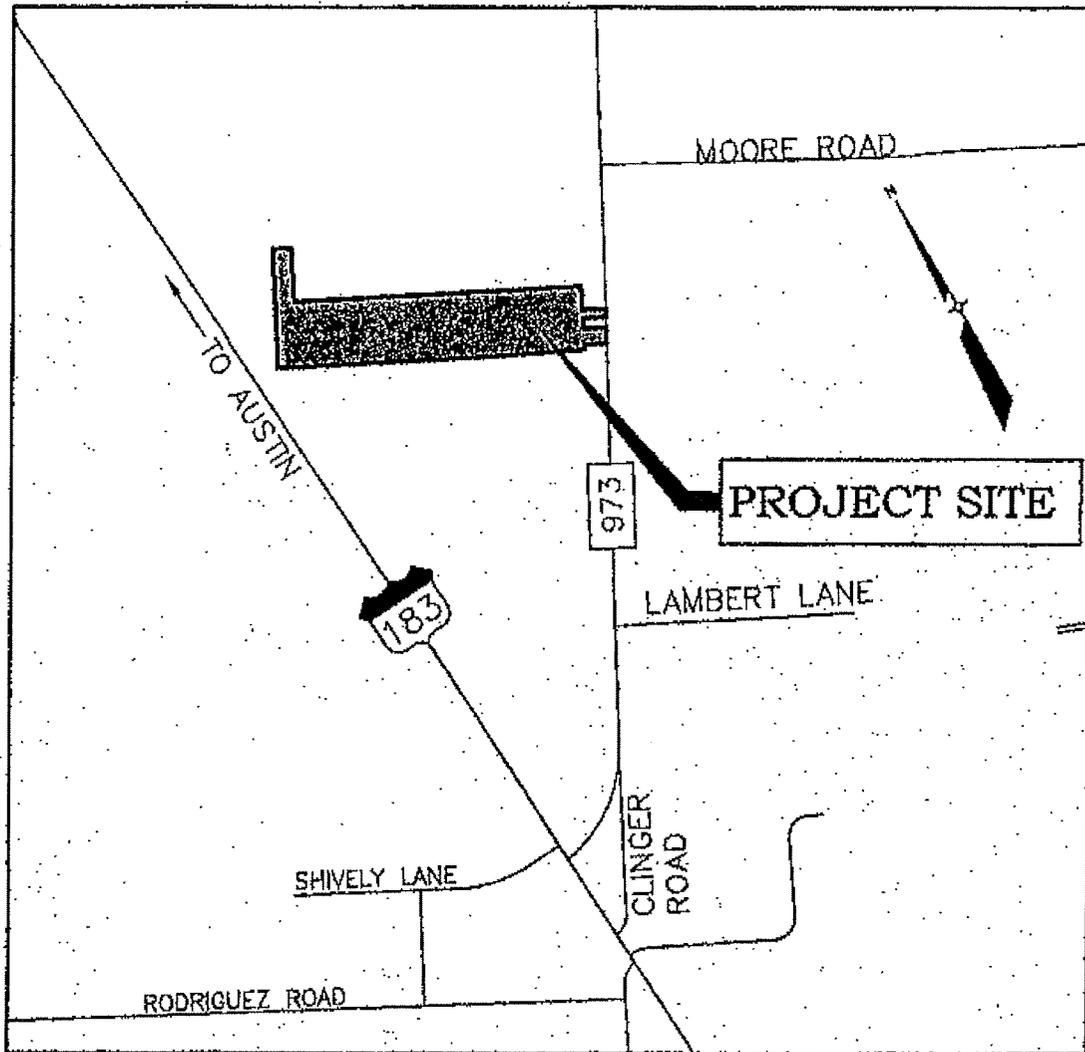
Please review and advise if you have question or comments on this matter.

Sincerely,



Hugo Elizondo, Jr. P.E.  
Manager

# Southview Hills Estates Location Map

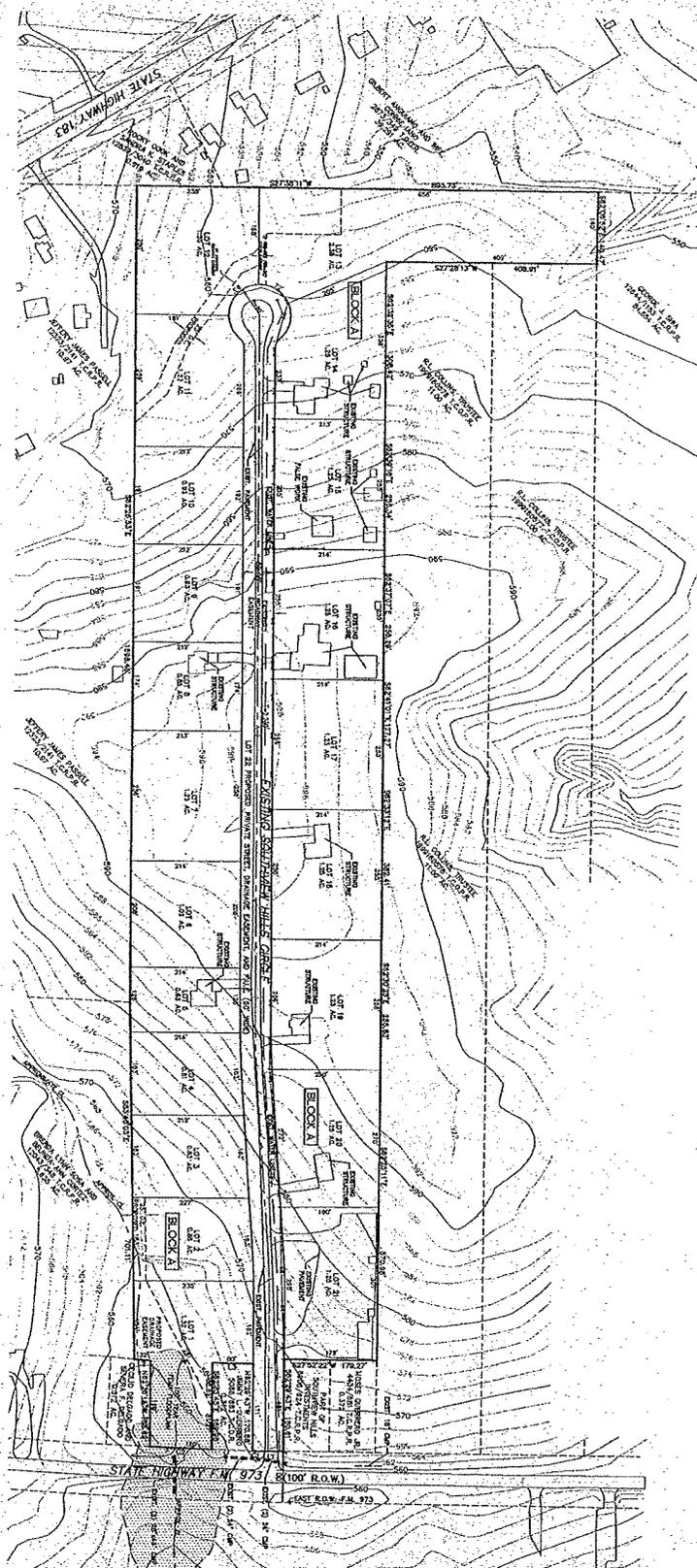


LOCATION MAP

1" = 1000'

FILE NAME: C:\2008-04-23\2008 SOUTH VIEW INVESTMENTS PRELIMINARY PLAN

PLOTTING DATE: 10/13/09



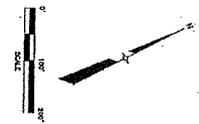
**LEGEND**

|                   |                            |
|-------------------|----------------------------|
| --- (dashed line) | PROPERTY BOUNDARY          |
| --- (solid line)  | 1/4 LOT NUMBER             |
| --- (dashed line) | 1/2 LOT AREA (ST)          |
| --- (dashed line) | 100' VAD FEED FLOORPLAN    |
| --- (dashed line) | EXISTING OPEN CENTERLINE   |
| --- (dashed line) | PROPOSED DRAINAGE          |
| --- (dashed line) | EXISTING CENTERLINE        |
| --- (dashed line) | EXISTING WATER LINE        |
| --- (dashed line) | EXISTING POWER POLE        |
| --- (dashed line) | EXISTING OVERHEAD ELECTRIC |
| --- (dashed line) | EXISTING STRUCTURE         |

| AREA    | ACRES | PERCENT |
|---------|-------|---------|
| LOT 1   | 0.00  | 0.00%   |
| LOT 2   | 0.00  | 0.00%   |
| LOT 3   | 0.00  | 0.00%   |
| LOT 4   | 0.00  | 0.00%   |
| LOT 5   | 0.00  | 0.00%   |
| LOT 6   | 0.00  | 0.00%   |
| LOT 7   | 0.00  | 0.00%   |
| LOT 8   | 0.00  | 0.00%   |
| LOT 9   | 0.00  | 0.00%   |
| LOT 10  | 0.00  | 0.00%   |
| LOT 11  | 0.00  | 0.00%   |
| LOT 12  | 0.00  | 0.00%   |
| LOT 13  | 0.00  | 0.00%   |
| LOT 14  | 0.00  | 0.00%   |
| LOT 15  | 0.00  | 0.00%   |
| LOT 16  | 0.00  | 0.00%   |
| LOT 17  | 0.00  | 0.00%   |
| LOT 18  | 0.00  | 0.00%   |
| LOT 19  | 0.00  | 0.00%   |
| LOT 20  | 0.00  | 0.00%   |
| LOT 21  | 0.00  | 0.00%   |
| LOT 22  | 0.00  | 0.00%   |
| LOT 23  | 0.00  | 0.00%   |
| LOT 24  | 0.00  | 0.00%   |
| LOT 25  | 0.00  | 0.00%   |
| LOT 26  | 0.00  | 0.00%   |
| LOT 27  | 0.00  | 0.00%   |
| LOT 28  | 0.00  | 0.00%   |
| LOT 29  | 0.00  | 0.00%   |
| LOT 30  | 0.00  | 0.00%   |
| LOT 31  | 0.00  | 0.00%   |
| LOT 32  | 0.00  | 0.00%   |
| LOT 33  | 0.00  | 0.00%   |
| LOT 34  | 0.00  | 0.00%   |
| LOT 35  | 0.00  | 0.00%   |
| LOT 36  | 0.00  | 0.00%   |
| LOT 37  | 0.00  | 0.00%   |
| LOT 38  | 0.00  | 0.00%   |
| LOT 39  | 0.00  | 0.00%   |
| LOT 40  | 0.00  | 0.00%   |
| LOT 41  | 0.00  | 0.00%   |
| LOT 42  | 0.00  | 0.00%   |
| LOT 43  | 0.00  | 0.00%   |
| LOT 44  | 0.00  | 0.00%   |
| LOT 45  | 0.00  | 0.00%   |
| LOT 46  | 0.00  | 0.00%   |
| LOT 47  | 0.00  | 0.00%   |
| LOT 48  | 0.00  | 0.00%   |
| LOT 49  | 0.00  | 0.00%   |
| LOT 50  | 0.00  | 0.00%   |
| LOT 51  | 0.00  | 0.00%   |
| LOT 52  | 0.00  | 0.00%   |
| LOT 53  | 0.00  | 0.00%   |
| LOT 54  | 0.00  | 0.00%   |
| LOT 55  | 0.00  | 0.00%   |
| LOT 56  | 0.00  | 0.00%   |
| LOT 57  | 0.00  | 0.00%   |
| LOT 58  | 0.00  | 0.00%   |
| LOT 59  | 0.00  | 0.00%   |
| LOT 60  | 0.00  | 0.00%   |
| LOT 61  | 0.00  | 0.00%   |
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| LOT 63  | 0.00  | 0.00%   |
| LOT 64  | 0.00  | 0.00%   |
| LOT 65  | 0.00  | 0.00%   |
| LOT 66  | 0.00  | 0.00%   |
| LOT 67  | 0.00  | 0.00%   |
| LOT 68  | 0.00  | 0.00%   |
| LOT 69  | 0.00  | 0.00%   |
| LOT 70  | 0.00  | 0.00%   |
| LOT 71  | 0.00  | 0.00%   |
| LOT 72  | 0.00  | 0.00%   |
| LOT 73  | 0.00  | 0.00%   |
| LOT 74  | 0.00  | 0.00%   |
| LOT 75  | 0.00  | 0.00%   |
| LOT 76  | 0.00  | 0.00%   |
| LOT 77  | 0.00  | 0.00%   |
| LOT 78  | 0.00  | 0.00%   |
| LOT 79  | 0.00  | 0.00%   |
| LOT 80  | 0.00  | 0.00%   |
| LOT 81  | 0.00  | 0.00%   |
| LOT 82  | 0.00  | 0.00%   |
| LOT 83  | 0.00  | 0.00%   |
| LOT 84  | 0.00  | 0.00%   |
| LOT 85  | 0.00  | 0.00%   |
| LOT 86  | 0.00  | 0.00%   |
| LOT 87  | 0.00  | 0.00%   |
| LOT 88  | 0.00  | 0.00%   |
| LOT 89  | 0.00  | 0.00%   |
| LOT 90  | 0.00  | 0.00%   |
| LOT 91  | 0.00  | 0.00%   |
| LOT 92  | 0.00  | 0.00%   |
| LOT 93  | 0.00  | 0.00%   |
| LOT 94  | 0.00  | 0.00%   |
| LOT 95  | 0.00  | 0.00%   |
| LOT 96  | 0.00  | 0.00%   |
| LOT 97  | 0.00  | 0.00%   |
| LOT 98  | 0.00  | 0.00%   |
| LOT 99  | 0.00  | 0.00%   |
| LOT 100 | 0.00  | 0.00%   |

**LAND USE CHART**

| LAND USE                 | NUMBER | PERCENT |
|--------------------------|--------|---------|
| RESIDENTIAL LOT          | 21     | 42.00%  |
| PAVING STREET (2300 U)   | 1      | 2.00%   |
| OVERHEAD ELECTRIC & POLE | 1      | 2.00%   |
| TOTAL                    | 23     | 46.00%  |



C81-2008-0237

|  |  |  |  |          |             |    |      |
|--|--|--|--|----------|-------------|----|------|
| <p><b>OWNER:</b><br/>SOUTHWEST HILLS INVESTMENTS, LTD.<br/>PO BOX 160284<br/>AUSTIN, TEXAS 78715-0284<br/>(512) 243-1610</p> | <p><b>PRELIMINARY PLAN</b></p> <p>SOUTHWEST HILLS ESTATES<br/>SUBDIVISION<br/>TRAVIS COUNTY, TEXAS</p> | <p><b>4 CUATRO</b><br/>Consultants, LTD.<br/>2611 East Campus Drive, Suite 010114-2000, Fort Worth, TX 76109<br/>Tel: 760-7499</p> |  | REVISION | DESCRIPTION | BY | DATE |
|  |  |  |  |          |             |    |      |

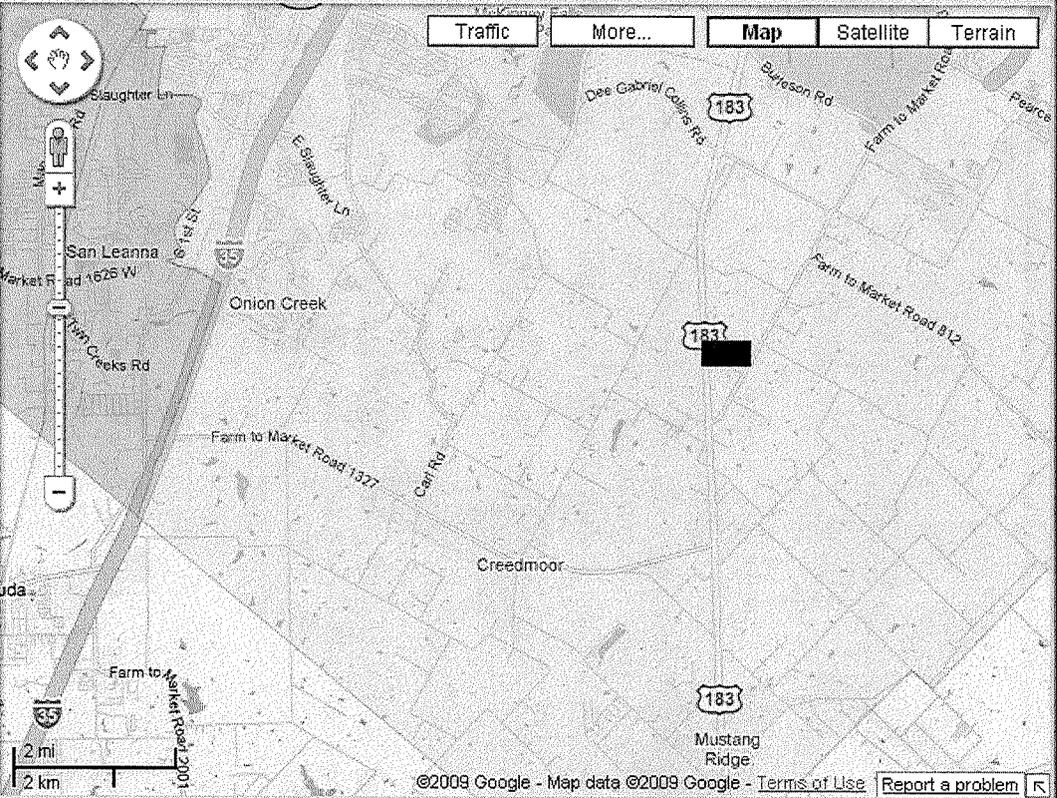
# Southview Hills Estates Precinct Map

[Save to My Maps](#)

**Travis County Commissioners Precincts**  
2,499 views - Public  
Created on Jul 21 - Updated Jul 21  
By [Travis County GIS](#)  
★★★★★ 1 ratings - [Write a comment](#)

-  **Precinct 1 Ron Davis**  
[http://www.co.travis.tx.us/commissioners\\_court](http://www.co.travis.tx.us/commissioners_court)
-  **Precinct 2 Sarah Eckhardt**  
[http://www.co.travis.tx.us/commissioners\\_court](http://www.co.travis.tx.us/commissioners_court)
-  **Precinct 3 Karen Huber**  
[http://www.co.travis.tx.us/commissioners\\_court](http://www.co.travis.tx.us/commissioners_court)
-  **Precinct 4 Margaret Gomez**  
[http://www.co.travis.tx.us/commissioners\\_court](http://www.co.travis.tx.us/commissioners_court)

[Report a problem](#)



The map displays the Southview Hills Estates area with four precincts highlighted in different shades of gray. Precinct 1 (darkest gray) covers the western portion, including San Leanna and Onion Creek. Precinct 2 (medium-dark gray) covers the central portion, including Farm to Market Road 1327 and Creedmoor. Precinct 3 (medium-light gray) covers the eastern portion, including Farm to Market Road 812 and Mustang Ridge. Precinct 4 (lightest gray) covers the southern portion, including Farm to Market Road 2001. Major roads shown include Farm to Market Road 1625 W, Farm to Market Road 1327, Farm to Market Road 812, Farm to Market Road 2001, and Mustang Ridge. Highway 183 is also visible. The map includes a navigation toolbar at the top with options for Traffic, More..., Map, Satellite, and Terrain. A scale bar at the bottom left shows 2 miles and 2 kilometers. Copyright information at the bottom right reads ©2009 Google - Map data ©2009 Google - Terms of Use, with a [Report a problem](#) link.

13

**BUDGET AMENDMENTS AND TRANSFERS**  
**FY 2010**

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 COUNTY CLERK  
 09 NOV 19 AM 11:13

11/24/2009

**AMENDMENTS**

| BA# | Project Code | FUND | DEPT/DIV | ACT | ELM/OBI | Dept.    | Line Item                 | Increase  | Decrease  | Pg # |
|-----|--------------|------|----------|-----|---------|----------|---------------------------|-----------|-----------|------|
| A1  |              | 001  | 9800     | 981 | 9892    | Reserves | Allocated Reserves        |           | \$ 93,003 | 1    |
|     |              | 001  | 3706     | 583 | 3001    | Sheriff  | Office Equip,Furn, & Supp | \$ 4,811  |           |      |
|     |              | 001  | 3706     | 583 | 3035    | Sheriff  | Clothing, Uniforms        | \$ 1,600  |           |      |
|     |              | 001  | 3735     | 583 | 0712    | Sheriff  | POPS Salaries             | \$ 61,335 |           |      |
|     |              | 001  | 3735     | 583 | 2002    | Sheriff  | FICA Tax - OASDI          | \$ 3,803  |           |      |
|     |              | 001  | 3735     | 583 | 2003    | Sheriff  | Hospitalization           | \$ 12,580 |           |      |
|     |              | 001  | 3735     | 583 | 2004    | Sheriff  | Life Insurance            | \$ 145    |           |      |
|     |              | 001  | 3735     | 583 | 2005    | Sheriff  | Retirement Contribution   | \$ 7,017  |           |      |
|     |              | 001  | 3735     | 583 | 2006    | Sheriff  | Worker's Compensation     | \$ 823    |           |      |
|     |              | 001  | 3735     | 583 | 2007    | Sheriff  | FICA Tax - Medicare       | \$ 889    |           |      |
| A2  |              | 001  | 9800     | 981 | 9891    | Reserves | CAR Reserves              |           | \$ 11,205 |      |
|     |              | 001  | 3735     | 824 | 3001    | Sheriff  | Office Equip,Furn, & Supp | \$ 5,691  |           |      |
|     |              | 001  | 3735     | 824 | 3013    | Sheriff  | Educ,Comm.Eq & Supp       | \$ 5,514  |           |      |



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Members of the Commissioners Court

**FROM:** Bill Derryberry, Senior Planning and Budget Analyst *Wm Derryberry*

**DATE:** November 15, 2009

**SUBJECT:** Sheriff's Weekend Alternative Program (SWAP) Amendment

The Travis County Sheriff's Office (TCSO) is requesting a budget amendment totaling \$104,208 from the Allocated Reserve (001-9800-981-9892 in the amount \$93,003) and the CAR Allocated Reserve (001-9800-981-9891 in the amount of \$11,205). These amounts will provide funding for 2 FTEs, and related capital outlay, for the remaining 10 months of FY 10 for the Sheriff's Weekend Alternative Program (SWAP) as an alternative sentencing program for inmates which began in the spring of 2007. This program is now exceeding 80 or more in population which is greater than the Sheriff's internal capacity to "absorb" at the budgeted staffing levels for FY 10. SWAP currently has 109 inmates sentenced to it as of this date.

TCSO in their supporting memo for this request, which was originally included in their FY 10 budget request, shows that this program has already saved 6,763 jail bed days, or \$297,572 using the \$44 daily out-of-county housing (OOC) rate, or \$169,075 at an incremental in-county custody (ICC) cost of \$25 per day, in the first two years of this program. At the current estimate of at least 80 or more participants, this program is estimated to avoid between \$366,000, at the OOC rate and \$208,000, at the ICC cost.

The annualized ongoing cost of these 2 SWAP FTEs is \$109,376, which would be a net savings ranging from \$98,600 to \$256,700 depending on the assumed price of the avoided cost for SWAP. Please see the Sheriff's supporting memo for this request for further information.

PBO recommends approval of this amendment for staffing SWAP now that it has reached the current level of use by the Travis County Criminal Court Judges. PBO further recommends inclusion of the annualized cost of \$109,376 for these 2 FTEs in the FY 11 Target Budget for the Sheriff's Office. If you have any questions, please call me at 4-4741.

**Cc:** Sheriff Greg Hamilton  
Jim Sylvester, Chief Deputy Sheriff, TCSO  
Darren Long, Major, TCSO  
Michael Hemby, Planning Manager, TCSO  
Rodney Rhoades, Executive Manager, PBO  
Leroy Nellis, Budget Director, PBO



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcssheriff.org

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**November 12, 2009**

## MEMORANDUM

**To:**           **Honorable Sam Biscoe, County Judge**  
                  **Honorable Ron Davis, Commissioner, Precinct 1**  
                  **Honorable Sarah Eckhardt, Commissioner, Precinct 2**  
                  **Honorable Karen Huber, Commissioner, Precinct 3**  
                  **Honorable Margaret Gomez, Commissioner, Precinct 4**

**From:**       **Greg Hamilton, Sheriff** 

**Subject:**    **TCSO Sheriff's Weekend Alternative Program (SWAP) Staffing**

The Travis County Sheriff's Office is requesting two additional Corrections Officers to support the Sheriff's Weekend Alternative Program (SWAP), with an FY10 cost of \$104,208 for 10 months and related capital, and an ongoing FY 11 cost of \$109,376.

The Travis County criminal court Judges expressed concern in the Spring of 2007 that the Jail could no longer accommodate so-called "Weekender" program inmates due to crowding and the corresponding lack of bed space. The Travis County Sheriff's Office has provided various alternatives to incarceration as a method to enhance community relations as well as relieve jail crowding in the past. Due to budgetary constraints, those programs became obsolete. However, in order to accommodate weekender sentences from the courts, TCSO implemented the Sheriff's Weekend Alternative Program (SWAP). This is a day-reporting program whereby sentenced inmates report on Saturday and Sunday mornings and perform work in and around the jail facilities.

An evaluation of the SWAP database maintained by the SWAP Program Officers indicates that of 959 participants in the SWAP program, 765 were discharged between October 2007 and August 2009 with a disposition of Sentence Complete or Paid Fine saved approximately 6,763 jail bed days. Assumptions made are:

- If the Sentence or Comments fields indicated COP (Condition of Probation) that the individual had to serve the entire sentence minus any back time indicated.

- If COP was not indicated that the individual served only half of the sentence minus any back time credit indicated.

The program's average population has grown to the point where staff borrowed from other assignments is now insufficient to safely and securely administer the program. Utilization of existing staffing resources adversely impacts the ability of those staff to address their primary work assignments. Two officers presently supporting the program will be reassigned not later than 15 December due to the opening of Bldg 12 and not be available for SWAP duties. It was projected that the average number of inmates reporting will grow to eighty (80) inmates per day by the end of FY09, and that number currently assigned to the program has been averaging about 90 inmates. The optimum staff to inmate ratio is from 1 to 15 up to 1 to 20 depending on the location, task and equipment involved.

These Officers will supervise offenders sentenced to serve weekend sentences in a cost effective manner versus traditional incarceration. The weekenders perform various assigned tasks and duties, such as mowing grass, trash clean up, cleaning office spaces, etc.

It is estimated that the incarceration costs avoided by the SWAP program will exceed \$366,000 per year assuming 80 participants that would otherwise serve two days per week in general population housing, at the incremental out-of-county housing cost of \$44 per day per inmate. This gives a return on investment of less than 1 year after taking into account the first year costs of \$104,208.

The Sheriff's Office appreciates the support of the Court for this program which provides the Judges with an alternative to a standard jail sentence and allows offenders to maintain their employment while serving their sentence.

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

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Export

Budget Adjustment: 19541

Fyr\_ Budget Type: 2010-Reg

Author: 37 - ORDAZ, FRANCISCO

Created: 11/19/2009 10:39:46 AM

PBO Category: Amendment

Court Date: Tuesday, Nov 24 2009

Dept: RESERVES

Just: Newbudget

Bill Derryberry from PBO requested this budget transfer in connection with an agenda item which is scheduled for Court on November 24, 2009 related to the SWAP budget request and the funding of two correction officers.

| From Account      | Acct Desc                 | Project | Proj Desc | Amount |
|-------------------|---------------------------|---------|-----------|--------|
| 001-9800-981-9892 | ALLOCATED RESERVES        |         |           | 93,003 |
|                   |                           |         |           | 93,003 |
| To Account        |                           | Project |           | Amount |
| 001-3706-583-3001 | OFFICE EQUIP,FURN, & SUPP |         |           | 4,811  |
| 001-3706-583-3035 | CLOTHING, UNIFORMS        |         |           | 1,600  |
| 001-3735-583-0712 | POPS SALARIES             |         |           | 61,335 |
| 001-3735-583-2002 | FICA TAX - OASDI          |         |           | 3,803  |
| 001-3735-583-2003 | HOSPITALIZATION           |         |           | 12,580 |
| 001-3735-583-2004 | LIFE INSURANCE            |         |           | 145    |
| 001-3735-583-2005 | RETIREMENT CONTRIBUTION   |         |           | 7,017  |
| 001-3735-583-2006 | WORKER'S COMPENSATION     |         |           | 823    |
| 001-3735-583-2007 | FICA TAX - MEDICARE       |         |           | 889    |
|                   |                           |         |           | 93,003 |

Approved Wm Derryberry  
11-19-09

Randy Ellis 11/19/09

4

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

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Acrobat (PDF) file Export

Budget Adjustment: 19536

Fyr\_ Budget Type: 2010-Reg  
PBO Category: Amendment  
Just: Newbudget

Author: 37 - ORDAZ, FRANCISCO  
Court Date: Tuesday, Nov 24 2009

Created: 11/19/2009 9:36:36 AM  
Dept: RESERVES

Bill Derryberry from PBO requested this budget transfer in connection with an agenda item which is scheduled for Court on November 24, 2009 related to the SWAP budget request and the funding of two Correction Officers

| From Account      | Acct Desc                 | Project | Proj Desc | Amount |
|-------------------|---------------------------|---------|-----------|--------|
| 001-9800-981-9891 | CAPITAL ACQUISTN RESERVES |         |           | 11,205 |
|                   |                           |         |           | 11,205 |
| To Account        |                           | Project |           | Amount |
| 001-3735-824-3001 | OFFICE EQUIP,FURN, & SUPP |         |           | 5,691  |
| 001-3735-824-3013 | EDUC,COMMUNCATN,EQ & SUPP |         |           | 5,514  |
|                   |                           |         |           | 11,205 |

| Approvals   | Dept | Approved By     | Date Approved          |
|-------------|------|-----------------|------------------------|
| Originator  | 37   | FRANCISCO ORDAZ | 11/19/2009 9:37:11 AM  |
| DepOffice   | 37   | FRANCISCO ORDAZ | 11/19/2009 9:37:21 AM  |
| DepOfficeTo | 37   | FRANCISCO ORDAZ | 11/19/2009 10:47:03 AM |

Page 1

*Approved Mon Derryberry*  
*11-19-09*  
*Francisco Ordez*  
*11/19/09*

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

| <b>Amount</b>      | <b>Dept Transferred Into</b> | <b>Date</b> | <b>Explanation</b>                    |
|--------------------|------------------------------|-------------|---------------------------------------|
| \$6,639,865        |                              |             | Beginning Balance                     |
| \$6,170            | TNR                          | 10/13/09    | Canceled Purchase Orders              |
| (\$2,132)          | Cons. Pct. 1                 | 10/7/09     | Accruals                              |
| \$26,483           | Various Dept                 | 9/25/09     | Canceled Purchase Orders              |
| \$1,388            | TNR                          | 10/23/09    | Canceled Purchase Orders              |
| (\$2,578,800)      | TNR                          | 10/28/09    | Reimbursement Resolution for Vehicles |
| (\$250,000)        | TNR                          | 11/17/09    | Comprehensive Plan                    |
| <b>\$3,842,974</b> | <b>Current Balance</b>       |             |                                       |

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

| <b>Amount</b>        | <b>Explanation</b>                               |
|----------------------|--|
| (\$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       |
| <b>(\$1,731,688)</b> | <b>Total Possible Future Expenses (Earmarks)</b> |

**\$2,111,286 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

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

**\$454,223 Current Reserve Balance**

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

| Amount  | Explanation      |
|---|------------------|
| (\$95,500)  | Failing Vehicles |
| <b>(\$95,500) Total Possible Future Expenses (Earmarks)</b> |                  |

**\$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 |
| <b>\$4,950,000 Current Reserve Balance</b> |                       |      |                   |

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

| Amount                                     | Dept Transferred Into | Date | Explanation       |
|--|-----------------------|------|-------------------|
| \$1,000,000                                |                       |      | Beginning Balance |
| <b>\$1,000,000 Current Reserve Balance</b> |                       |      |                   |

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

| Amount                                   | Dept Transferred Into | Date | Explanation       |
|--|-----------------------|------|-------------------|
| \$250,000                                |                       |      | Beginning Balance |
| <b>\$250,000 Current Reserve Balance</b> |                       |      |                   |

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

| Amount                                   | Dept Transferred Into | Date | Explanation       |
|--|-----------------------|------|-------------------|
| \$500,000                                |                       |      | Beginning Balance |
| <b>\$500,000 Current Reserve Balance</b> |                       |      |                   |

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

| Amount                                  | Dept Transferred Into | Date | Explanation       |
|---|-----------------------|------|-------------------|
| \$43,092                                |                       |      | Beginning Balance |
| <b>\$43,092 Current Reserve Balance</b> |                       |      |                   |

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

| <b>Amount</b>                               | <b>Dept Transferred Into</b> | <b>Date</b> | <b>Explanation</b> |
|---|------------------------------|-------------|--------------------|
| \$43,812,685                                |                              |             | Beginning Balance  |
| <b>\$43,812,685 Current Reserve Balance</b> |                              |             |                    |

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**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

RECEIVED  
COUNTY JUDGE'S OFFICE

09 NOV 18 AM 10:14

Please consider the following item for:

11-24-09

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 application to the Corporation for National and Community Service for Health and Human Services Retired Senior Volunteer Program (RSVP), to continue to receive funds to pay a portion of the program's staff and operating expenses.
- b) Grant contract amendment to extend the grant period for the 2007 Law Enforcement Terrorism Prevention Program grant with the Texas Division of Emergency Management .

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

11/24/2009

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 | Page # | ARRA |
|---------------------|--|---------------------------|-------------|--------------|---------|---------------|----------|-----------------|--------|------|
| <b>Applications</b> |  |                           |             |              |         |               |          |                 |        |      |
| a                   | 58 RSVP  | 10/1/2009 -<br>9/30/2010  | \$61,281    | \$6,128      |         | \$67,409      | R        | MC              | 9      |      |
| <b>Contracts</b>    |  |                           |             |              |         |               |          |                 |        |      |
| b                   | 37 2007 Homeland Security Grant Program -<br>LETPP | 10/12/2007 -<br>2/28/2010 | \$106,905   |              |         | \$106,905     | R        | S               | 56     |      |

**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 -<br>08/31/2010 | \$8,517     |              |          | \$8,517       |      | 10/6/2009             |
| 24   | Formula Grant - Indigent Defense Grants Program   | 10/1/2009 -<br>9/30/2010   | \$430,945   |              |          | \$430,945     |      | 10/6/2009             |
| 14   | American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation | 12/4/2009-<br>4/30/2011    | \$2,000,000 | \$360,000    | \$40,000 | \$2,400,000   |      | 10/27/2009            |
|      |   |                            | \$2,439,462 | \$360,000    | \$40,000 | \$2,839,462   | 0    |                       |

2

## 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            |
| 58   | Title IV-E Child Welfare Services                                 | 10/1/2009 - 9/30/2010   | \$57,360    | \$0          | \$0       | \$57,360      | 1    | 10/20/2009            |
| 59   | Travis County STAR Flight Equipment Enhancement                   | 10/1/2009 - 11/30/2011  | \$75,000    | \$0          | \$0       | \$75,000      |      | 10/27/2009            |
| 39   | Travis County Adult Probation DWI Court                           | 9/1/2009 - 8/31/2010    | \$210,315   | \$0          | \$0       | \$210,315     | 1    | 11/3/2009             |
| 22   | Family Drug Treatment Court                                       | 9/1/2009 - 8/31/2010    | \$108,350   | \$0          | \$0       | \$108,350     | 1    | 11/3/2009             |
| 45   | Drug Court/In-Home Family Services Grant                          | 9/1/2009 - 8/31/2010    | \$157,500   | \$17,500     |           |               |      | 11/10/2009            |
| 45   | Residential Substance Abuse Treatment Program                     | 10/1/2009 - 9/30/2010   | \$102,888   | \$34,296     |           | \$137,184     | 1.58 | 11/10/2009            |
| 37   | 2009 Byrne Justice Assistance Grant - Non ARRA                    | 9/17/2009 - 9/30/2012   | \$100,000   |              |           | \$100,000     |      | 11/17/2009            |
| 37   | 2009 Byrne Justice Assistance Grant                               | 3/1/2009 - 2/28/2013    | \$495,000   |              |           | \$495,000     |      | 11/17/2009            |

|    |  |                         |             |             |             |      |            |
|----|--|-------------------------|-------------|-------------|-------------|------|------------|
| 23 | Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County | 11/09 - 8/31/2012       | \$590,797   |             | \$590,797   | 1.75 | 11/17/2009 |
| 49 | Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant   | 8/21/2008 - 8/20/2011   | \$1,000,000 | \$1,000,000 | \$2,000,000 |      | 11/17/2009 |
| 58 | RSVP - Texas Department of Aging and Disability Services (TDADS)   | 9/1/2009 - 8/31/2010    | \$23,800    | \$23,800    | \$47,600    |      | 11/17/2009 |
| 58 | Veterans' Employment and Training Service (Stand Down Grant)   | 10/24/2009 - 10/25/2009 | \$7,000     |             | \$7,000     |      | 11/17/2009 |

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\$14,636,558    \$2,753,511    \$119,504    \$17,334,573    9.33

## FY 2010 Grants Summary Report

### Permission to Continue

| Dept          | Name of Grant                         | Personnel Cost  | Operating Transfer | Estimated Total | Filled FTEs | Cm. Ct. Approval Date for Continuation | Cm. Ct. Contract Approval Date | Has the General Fund been Reimbursed? |
|---------------|---------------------------------------|-----------------|--------------------|-----------------|-------------|--|--------------------------------|---------------------------------------|
| 22            | Drug Court (State) Program            | \$5,084         | \$5,084            | \$10,168        | 1           | 8/18/2009                              | 11/3/2009                      | Pending from FY 09                    |
| 45            | Residential Substance Abuse Treatment | \$8,994         | \$8,994            | \$17,988        | 1           | 9/22/2009                              | 11/10/2009                     | Pending from FY 09                    |
| 22            | Drug Court (State) Program            | \$5,084         | \$5,084            | \$10,168        | 1           | 10/6/2009                              | 11/3/2009                      | Pending                               |
| <b>Totals</b> |                                       | <b>\$19,162</b> | <b>\$19,162</b>    | <b>\$38,324</b> | <b>3</b>    |  |                                |                                       |

GR

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

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

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

| <b>Grant Contracts approved by Commissioners Court</b> |  | 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       | \$ -        | \$ -               | \$ -        | \$ -               | \$ -        | \$ -               | \$ -        | \$ -               |
| Travis County Sheriff's Office                         | 2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.  | \$ -        | \$ -               | \$ 123,750   | \$ -               | \$ 165,000  | \$ -               | \$ 165,000  | \$ -               | \$ -        | \$ -               | \$ -        | \$ -               |
| 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. <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>   | \$ 41,666           | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Health and Human Services | Americorps. <i>Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.</i>  | \$ 288,139          | \$ -                | \$ 298,297          | \$ -                | \$ 298,297          | \$ -                | \$ 298,297          | \$ -                | \$ 298,297          | \$ -                | \$ 281,297          | \$ -                |
| Health and Human Services | Parenting in Recovery. <i>FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.</i>   | \$ 500,000          | \$ 77,726           | \$ 500,000          | \$ 80,000           | \$ 500,000          | \$ 80,000           | \$ 500,000          | \$ 80,000           | \$ -                | \$ 580,000          | \$ -                | \$ 580,000          |
| Health and Human Services | Community Development Block Grant ARRA (CDBG-R) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>   | \$ 90,000           | \$ -                | \$ 136,300          | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Health and Human Services | Community Development Block Grant (CDBG). <i>Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.</i> | \$ 833,133          | \$ 223,908          | \$ 866,380          | \$ 223,908          | \$ 866,380          | \$ 223,908          | \$ 866,380          | \$ 223,908          | \$ 866,380          | \$ 223,908          | \$ 866,390          | \$ 223,908          |
| <b>Totals</b>             |  | <b>\$ 3,070,731</b> | <b>\$ 1,161,189</b> | <b>\$ 5,756,217</b> | <b>\$ 2,175,626</b> | <b>\$ 2,541,220</b> | <b>\$ 1,108,627</b> | <b>\$ 2,172,470</b> | <b>\$ 1,233,627</b> | <b>\$ 1,507,470</b> | <b>\$ 1,733,627</b> | <b>\$ 1,490,480</b> | <b>\$ 1,733,627</b> |

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<br>(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)                        | \$ -                | \$ -                | \$ 5,598,723         | \$ 360,000          | \$ 2,649,737        | \$ 101,432          | \$ 330,116          | \$ 176,432          | \$ 246,907          | \$ 223,880          | \$ -                | \$ 506,752          |
| Approved Contracts   | \$ 3,070,731        | \$ 1,161,189        | \$ 5,756,217         | \$ 2,175,626        | \$ 2,541,220        | \$ 1,108,627        | \$ 2,172,470        | \$ 1,233,627        | \$ 1,507,470        | \$ 1,733,627        | \$ 1,490,480        | \$ 1,733,627        |
| <b>Combined Totals</b>   | <b>\$ 3,070,731</b> | <b>\$ 1,161,189</b> | <b>\$ 11,354,940</b> | <b>\$ 2,535,626</b> | <b>\$ 5,190,957</b> | <b>\$ 1,210,059</b> | <b>\$ 2,502,586</b> | <b>\$ 1,410,059</b> | <b>\$ 1,754,377</b> | <b>\$ 1,957,507</b> | <b>\$ 1,490,480</b> | <b>\$ 2,240,379</b> |

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. ARRA Grants are highlighted in bold.

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

| <b>Outstanding Grant Applications</b> |   | 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             | <b>Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</b>  | \$ -        | \$ -               | \$ 877,234   | \$ -               | \$ -         | \$ 26,432          | \$ -        | \$ 26,432          | \$ -        | \$ 26,432          | \$ -        | \$ 26,432          |
| Criminal Justice Planning             | <b>National Initiatives: Adjudication Program (ARRA) This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.</b>   | \$ -        | \$ -               | \$ 150,000   | \$ -               | \$ 75,000    | \$ 75,000          | \$ -        | \$ 150,000         | \$ -        | \$ 150,000         | \$ -        | \$ 150,000         |
| Health and Human Services             | <b>ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households</b>   | \$ -        | \$ -               | \$ 2,249,447 | TBD                | \$ 2,249,447 | TBD                | \$ -        | \$ -               | \$ -        | \$ -               | \$ -        | \$ -               |
| Juvenile Probation                    | Juvenile Treatment Drug Court Enhancement Grant from OJJDP. Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.                                     | \$ -        | \$ -               | \$ 122,222   | \$ -               | \$ 125,470   | \$ -               | \$ 130,350  | \$ -               | \$ 46,937   | \$ 47,448          | \$ -        | \$ 130,350         |
| Juvenile Probation                    | Juvenile Treatment Drug Court Enhancement Grant from CSAT. Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.                                | \$ -        | \$ -               | \$ 199,820   | \$ -               | \$ 199,820   | \$ -               | \$ 199,766  | \$ -               | \$ 199,970  | \$ -               | \$ -        | \$ 199,970         |
| Facilities Management                 | <b>American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.</b> | \$ -        | \$ -               | \$ 2,000,000 | \$ 360,000         | \$ -         | \$ -               | \$ -        | \$ -               | \$ -        | \$ -               | \$ -        | \$ -               |
| <b>Totals</b>                         |   | \$0         | \$0                | \$5,598,723  | \$360,000          | \$2,649,737  | \$101,432          | \$330,116   | \$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 checked="" type="checkbox"/> | Permission to Continue: <input type="checkbox"/> |
|            | Contract Approval: <input 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:  | RSVP  |   |  |
| Grant Period:                                       | From: 10/1/2009                                       | To: 9/30/2010                           |  |
| Grantor:  | Corporation for National and Community Service (CNCS) |   |  |
| 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/<br>Funding Source | Federal<br>Funds | State<br>Funds | Local<br>Funds | County<br>Match | In-Kind    | TOTAL           |
|-------------------------------------|------------------|----------------|----------------|-----------------|------------|-----------------|
| Personnel:                          | 38,991           |                |                | 3,899           |            | 42,890          |
| Operating:                          | 22,290           |                |                | 2,229           |            | 24,519          |
| Capital Equipment:                  |                  |                |                |                 |            | 0               |
| Indirect Costs:                     |                  |                |                |                 |            | 0               |
| <b>Total:</b>                       | <b>\$61,281</b>  | <b>\$0</b>     | <b>\$0</b>     | <b>\$6,128</b>  | <b>\$0</b> | <b>\$67,409</b> |
| FTEs:                               |                  |                |                |                 |            |                 |

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

| Performance Measures                           | Projected<br>FY 10<br>Measure  | Progress To Date: |         |         |         | Projected<br>FY 11<br>Measure |
|--|--|-------------------|---------|---------|---------|-------------------------------|
|  |  | 12/31/09          | 3/31/10 | 6/31/10 | 9/30/10 |                               |
| Applicable Depart. Measures                    |  |                   |         |         |         |                               |
| Number of volunteers                           | 1,100  |                   |         |         |         | 1,100                         |
| Number of volunteer hours                      | 225,000  |                   |         |         |         | 225,000                       |
| Estimated savings to taxpayers                 | \$3,462,750  |                   |         |         |         | \$3,462,750                   |
| Measures For Grant                             |  |                   |         |         |         |                               |
| Dept. measures and grant measures are the same |  |                   |         |         |         |                               |
| Outcome Impact Description                     | RSVP makes 2,000 contacts each year as part of its senior volunteer recruitment and retention effort. The goal is to have 1,100 of these contacts (55%) result in the person volunteering. |                   |         |         |         |                               |
| Outcome Impact Description                     | Volunteers provide 225,000 hours of service during the year saving taxpayers \$3,462,750.  |                   |         |         |         |                               |

|                            |  |  |  |  |  |  |
|----------------------------|--|--|--|--|--|--|
|                            |  |  |  |  |  |  |
| Outcome Impact Description |  |  |  |  |  |  |

**PBO Recommendation:**

Health and Human Services requests Commissioners Court approval of a grant application for the RSVP program submitted to the Corporation for National and Community Service. The grant provides \$61,281 in resources to support the Retired Seniors Volunteer Program. These funds pay a portion of the RSVP staff's salary with the remainder being used to support the program's operations.

The grant requires a 10% county match for the grant that is met through the department's existing budget. No additional funds are required.

PBO recommends approval of this request.

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

The Retired Senior Volunteer Program uses grant money from the Corporation for National and Community Service (CNCS) to help pay salary and operating expenses. RSVP provides valuable volunteer services to the residents of Travis County in such areas as health and nutrition, education, public safety and human needs. Current level of service includes recruiting 1100 volunteers who will donate 225,000 hours for savings of more than \$3,400,000 to county taxpayers.

RSVP receives two grants from CNCS. The grant for \$61,281 comes directly from CNCS. Another grant for \$23,800 comes from the Texas Dept. on Aging and Disability Services (TDADS) and is passed through CNCS. These grant funds enhance an existing program.

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

The grant requires a 10% cash match of \$6,128 from the General Fund. The General Fund budget for RSVP more than covers the match requirement.

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 required to provide a 10% (\$6,128) cash match. This is more than covered by the current RSVP budget. No additional funds are required.

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

The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4477. At this rate, the cost for grant administration would be \$27,436. The grant budget is divided into two major categories: personnel expenses and volunteer expenses. The money cannot be taken from volunteer expenses because the grantor requires that at least 25% of the grant be spent in this area. If the money is taken from personnel expenses, there is not enough money elsewhere in the RSVP budget to cover the shortfall that would result.

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.

RSVP is federally mandated through the Older Americans Act. The RSVP program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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 Corporation for National and Community Service grant provides funding to help RSVP achieve the performance measures described on page 1. The grant measures are the same as the department measures.



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

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

**DATE:** November 6, 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:** RSVP Grant Application to Corporation for National and Community Service

**Proposed Motion:**

Consider and take appropriate action to approve a \$61,281 grant application by RSVP to the Corporation for National and Community Service for FY'10.

**Summary and Staff Recommendation:**

Grant funds from the Corporation for National and Community Service (CNCS) help pay for RSVP salary and operating expenses. Grant funds from CNCS and other sources make up approximately 21% of the RSVP budget. The remaining 79% comes from the Travis County General Fund.

CNCS provides two grants for Travis County RSVP: the \$61,281 grant and another one for \$23,800 which is passed through the Texas Department of Aging and Disability Services (DADS).

TCHHSVS staff recommends approving this application.

**Budgetary and Fiscal Impact:**

The FY'10 grant is \$61,281. Travis County is required to provide a 10% cash match. This is more than covered by the current RSVP budget. No additional funds or staff are required. This grant follows the county fiscal year.

**Issues and Opportunities:**

Grant funds from CNCS help RSVP provide valuable services to the residents of Travis County in such areas as health and nutrition, education, public safety and economic development. These funds will help RSVP maintain its current level of service for FY'10. Current level of service includes recruiting 1,100 volunteers who will donate 225,000 hours for savings of more than \$3,400,000 to county taxpayers.

**Background:**

The RSVP Program is mandated by the Older Americans Act as a way to provide volunteer opportunities for adults 55 years old and older. CNCS has funded RSVP since 1975.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS  
Fred Lugo, Manager, RSVP  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

## PART I - FACE SHEET

| <b>APPLICATION FOR FEDERAL ASSISTANCE</b>  |                                     | 1. TYPE OF SUBMISSION:<br>Application <input checked="" type="checkbox"/> Non-Construction  |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
|--|-------------------------------------|---|--------------|--------------|---------------|----------|--------------|----------|---------------|----------|--------------|-------------------|---------|----------|---------------|--|
| Modified Standard Form 424 (Rev.02/07 to conform to the Corporation's eGrants System)  |                                     | STATE APPLICATION IDENTIFIER:   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):   | 3. DATE RECEIVED BY STATE:          | FEDERAL IDENTIFIER:<br>08SRWTX002   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 2b. APPLICATION ID:<br>10SR105667  | 4. DATE RECEIVED BY FEDERAL AGENCY: |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| <b>5. APPLICATION INFORMATION</b>  |                                     |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| LEGAL NAME: <i>Travis County through the</i> Travis County Department of Human Services<br>DUNS NUMBER: 030908842  |                                     | NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):<br>NAME: Fred Lugo<br>TELEPHONE NUMBER: (512) 854-4105<br>FAX NUMBER: (512) 854-4131<br>INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us                               |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| ADDRESS (give street address, city, state, zip code and county):<br>PO Box 1748<br>Austin TX 78767 - 1748<br>County: <i>Travis</i>   |                                     | 7. TYPE OF APPLICANT:<br><input checked="" type="checkbox"/> Local Government - County<br>7b. Local Government, Municipal   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN):<br>746000192  |                                     | 9. NAME OF FEDERAL AGENCY:<br><b>Corporation for National and Community Service</b>   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 8. TYPE OF APPLICATION (Check appropriate box).<br><input type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE<br><input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT<br>If Amendment, enter appropriate letter(s) in box(es): <input type="text"/> <input type="text"/><br>A. AUGMENTATION        B. BUDGET REVISION<br>C. NO COST EXTENSION    D. OTHER (specify below):  |                                     | 11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:<br>Travis County RSVP<br>11.b. CNCS PROGRAM INITIATIVE (IF ANY):  |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002<br>10b. TITLE: Retired and Senior Volunteer Program   |                                     | 14. CONGRESSIONAL DISTRICT OF: a.Applicant <input checked="" type="checkbox"/> TX 021    b.Program <input checked="" type="checkbox"/> TX 021   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):<br>Travis County, Texas  |                                     | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?<br><input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:<br>DATE:<br><input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372 |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 13. PROPOSED PROJECT: START DATE: 10/01/09    END DATE: 09/30/10   |                                     | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?<br><input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO  |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| 15. ESTIMATED FUNDING: Year #: <input type="text" value="3"/>  |                                     | 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.                                 |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">a. FEDERAL</td> <td style="width: 50%; padding: 2px; text-align: right;">\$ 61,281.00</td> </tr> <tr> <td style="padding: 2px;">b. APPLICANT</td> <td style="padding: 2px; text-align: right;">\$ 395,028.00</td> </tr> <tr> <td style="padding: 2px;">c. STATE</td> <td style="padding: 2px; text-align: right;">\$ 23,800.00</td> </tr> <tr> <td style="padding: 2px;">d. LOCAL</td> <td style="padding: 2px; text-align: right;">\$ 358,804.00</td> </tr> <tr> <td style="padding: 2px;">e. OTHER</td> <td style="padding: 2px; text-align: right;">\$ 12,424.00</td> </tr> <tr> <td style="padding: 2px;">f. PROGRAM INCOME</td> <td style="padding: 2px; text-align: right;">\$ 0.00</td> </tr> <tr> <td style="padding: 2px;">g. TOTAL</td> <td style="padding: 2px; text-align: right;">\$ 456,309.00</td> </tr> </table> |                                     | a. FEDERAL  | \$ 61,281.00 | b. APPLICANT | \$ 395,028.00 | c. STATE | \$ 23,800.00 | d. LOCAL | \$ 358,804.00 | e. OTHER | \$ 12,424.00 | f. PROGRAM INCOME | \$ 0.00 | g. TOTAL | \$ 456,309.00 | a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:<br>Fred Lugo |
| a. FEDERAL   | \$ 61,281.00                        |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| b. APPLICANT   | \$ 395,028.00                       |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| c. STATE   | \$ 23,800.00                        |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| d. LOCAL   | \$ 358,804.00                       |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| e. OTHER   | \$ 12,424.00                        |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| f. PROGRAM INCOME  | \$ 0.00                             |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| g. TOTAL   | \$ 456,309.00                       |   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| b. TITLE:<br>Project Director  |                                     | c. TELEPHONE NUMBER:<br>(512) 854-4105  |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |
| d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:<br>BY: <i>Samuel T. Biscoe</i><br><i>Travis County Judge</i>  |                                     | e. DATE SIGNED:   |              |              |               |          |              |          |               |          |              |                   |         |          |               |  |

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## Narratives

### Strengthening Communities

Travis County, established in 1938, covers an area of 989 square miles and can be divided into three sections: the hill country to the west, the flatlands to the east, and the highly populated section in between.

The most recent demographic data indicates that the overall population increase between 2000 and 2007 was 20%, or 162,085 additional residents. In 2007, the total number of Travis County residents was 974,365.

The age distribution in Travis County continues to be characterized by a large working age population (18-64). Working age adults comprise about 68% of the county's population. In comparison, the 18-64 year old age group comprises 62% of the Texas and 63% of the U.S. population. The median age in Travis County is 32.3. This reflects a relatively younger population than that of Texas (33.2) and the United States as a whole (36.7). In all three cases, the median age rose slightly in comparison to 2006 figures. The trends to watch are the growth of the 45-64 age group, the fastest growing age group, and the growth of the under 18 population. The 45-64 age group has grown by 45% since 2000; this mirrors national trends and is likely mostly a result of the aging of the baby boomer generation. Travis County's under 18 population is also growing at faster rate than the population as a whole; this same trend does not appear in state and national statistics.

The majority of the Travis County population identifies as Non-Hispanic White (52%) followed by Hispanic or Latino (33%), Non-Hispanic Black (8%) and Non-Hispanic Asian (5%). In noting trends since 2000, Asians and Hispanics have increased as a proportion of Travis County's population, while Non-Hispanic Whites have decreased in share.

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## Narratives

Travis County continues to have a highly educated population. In comparison to state and national figures, proportionately more Travis County residents have a college degree, and proportionately fewer lack a high school diploma. About 12% of Travis County's population is enrolled in college or graduate school. This compares with about 8% of the Texas population and 9% of the U.S. population.

Nearly one-third of the Travis County population (33% or 292,869 residents) speaks a language other than English at home. In comparison, 20% of U.S. residents and 34% of Texans speak a language other than English at home. 58% of Travis County residents who speak a language other than English at home also speak the English language "very well"; about 42% speak English "less than very well". Overall, the number and share of Travis County residents speaking a language other than English at home has grown since 2000 (from 29% or 216,164 in 2000 to 33% or 292,869 in 2007). 8% of all Travis County households (29,922 households) are linguistically isolated. The majority of these households speak Spanish (about 25,103 households) or Asian or Pacific Islander languages (about 3,257 households).

The source of this information is the American Community Survey. The data reported in the 2007 ACS was collected roughly 9 to 20 months prior to its release in August/September 2008. Thus impacts of the current economic slowdown are not reflected in this narrative. Some current community conditions may have shifted from the information presented here. Community changes resulting from crises in the financial and housing industries, as well as rising unemployment, that we are experiencing in 2008 will not begin to appear in ACS data until the 2009 release.

Although the reported median income has risen overall since 1999 (dark line on the chart above), once adjusted for inflation (lighter line above), the actual value of Travis County's median household income was about \$5,000 lower in 2007 (\$52,937) than in 1999 (\$58,196). Since 1999, the median household income in Travis County has consistently exceeded that of the U.S. and Texas. However, the county's

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## Narratives

median household income is falling at a faster rate than the nation or state. Subsequently, the difference in median income between the county and state/nation is shrinking.

In 2007, 141,223 individuals lived in poverty. Of those, 45,214 were children. Travis County's poverty rates among individuals (15%) and children (19%) remain higher than in 1999 (Census 2000), when 13% of individuals and 14% of children lived below the poverty threshold. While there is not a significant shift in Travis County's poverty rate from recent years, the 2007 poverty rate figures for both all individuals and children did decrease slightly from 2006. Travis County has a higher poverty rate (15%) than the US (13%), but a lower rate than Texas (16%). Specific comparisons for select subpopulations include: \* A higher child poverty rate (19%) than the U.S. (18%) but a lower rate than Texas (23%). \* The same adult poverty rate (14%) as Texas, and a higher rate than the U.S. (12%). \* The same poverty rate among older adults as the nation (10%), but a lower rate than the state (12%). Children and female adults are disproportionately represented among the poor, with the overrepresentation being especially prominent among children. (Children make up one-quarter of the total Travis County population, but comprise nearly one-third of those living in poverty.)

In 2007, an estimated 49,984 Travis County households (about 13% of all households) have incomes that fall below the poverty threshold. These figures are very similar to the number (49,648) and rate (13.5%) of households living in poverty in 2006. Female headed households have the highest poverty rates. For example, single female headed households with children have a poverty rate (32%) that is roughly 4 times higher than the rate for married couples with children (8%) and double that of single male headed households with children (16%). Travis County has an overall household poverty rate (13%) that is greater than that of the U.S. (12%) but less than that of Texas (15%). Travis County's family poverty rate (10%), matches that of the U.S., but is less than the family household poverty rate for Texas (13%). Travis County single parent households appear to fall beneath the poverty threshold at a lesser

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## Narratives

rate than their counterparts across the state and the nation. For example, 32% of Travis County female headed households with children have incomes below the poverty threshold compared with 40% in Texas and 37% across the U.S.

The share of Travis County households receiving public benefits has remained relatively stable since 2004. In 2007, about 6% of Travis County households received Food Stamps, 2% received Supplemental Security Income, and 1% received Public Assistance Income. Compared to Texas and the U.S., proportionately fewer Travis County households receive all three of these types of public benefits.

In total, 73% of Travis County's population (about 555,000 people) are in the labor force. Approximately 25,800 of them are unemployed. Individuals between the ages of 25 and 44 constitute the majority (52%) of Travis County's labor force. The 45 to 64 age group comprises 30% of the labor force, followed by the 16 to 24 age group (15%), and finally those age 65 and older (2%). Travis County's overall unemployment rate (which is the percent unemployed of those in the labor force) is 5%. By age, the unemployment rate is highest, at 10%, for those 16 to 24 years old; 4% for those 25 to 44 years old; 3% for those 45 to 64 years old; and 2% for those 65 years and older.

Among Travis County workers between the ages of 25 and 64, almost half (45%) have a bachelor's degree or higher, and one-quarter (25%) have some college or an associate's degree. High school graduates comprise 16% of the labor force, and the remaining 14% have less than a high school degree. Workforce trends generally predict that unemployment decreases as education levels increase. Accordingly, those with the highest educational attainment levels in Travis County also have the lowest unemployment (about 3% unemployment, both for those with some college or an associate's degree and for those with a bachelor's degree or higher). Interestingly, in 2007, unemployment among those with less than a high school degree (5%) was lower than what we might expect. In comparison to Texas and

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## Narratives

the U.S., Travis County has a very educated workforce. In Travis County, 45% of workers age 25 to 64 have a bachelor's degree or higher, compared to 29% for Texas and 32% for the U.S. at large.

As education level increases, earnings also rise. The largest percent increase in 2007 is between those with some college or associate's degree and those with bachelor's degrees (a 52% increase in median earnings). For the county overall, median earnings are \$35,419. However, median earnings for men (\$40,116) are higher than those for women (\$31,103).

Travis County RSVP will provide volunteer support to public, non-profit, and proprietary health-care organizations located in Travis County. RSVP, in partnership with volunteer stations and volunteer connector organizations, will leverage its existing capacity as the county's leader in older adult volunteer service to implement strategies that will have a positive impact in desired areas of service. Locally, desired community impact service areas are identified through a community partnership of community service providers, funders, business leaders, and community representatives. These issue areas and community needs are also identified through the categorical service model established by the Corporation for National and Community Service, and the Corporation's strategic plan. The primary issue areas that RSVP proposes to address include health and human services, education, environment, public safety, and community and economic development. These issue areas were selected for two reasons. First, there is documented need in Travis County within these areas. Second, program resources, including volunteers, can be most effective in addressing specific needs to service gaps in the areas identified within. Two strategies of primary importance that RSVP proposes to address include: engaging more baby boomers in volunteer service and leveraging volunteers to build the capacity of nonprofit organizations. These two areas were selected because of documented need and the Corporation's focus in these areas. RSVP will implement plans focused on fundraising, volunteer recruitment, and systems or process development and management to make an even more profound

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## Narratives

difference.

Ensuring community-wide awareness of RSVP will focus on repositioning RSVP as more meaningful to volunteers, particularly baby boomers, and increasing visibility and improving public awareness of the project. To accomplish this, RSVP will implement branding communication strategies; capitalize on community events; and draw public awareness to RSVP, volunteers and their service, as well as to specific projects. Public outreach methods will include the dissemination of information about project successes through press releases, soliciting interviews and coverage of the project. Print media outreach will be maintained in area news publications and the RSVP newsletter. PSAs and brief local coverage will be aired on local networks and stations. Speaking engagements to civic organizations, retiree groups, faith-based groups, and corporate employee volunteer programs will be scheduled. Additionally, a web site will be maintained that provides information about the program and project successes.

Community groups in which older adult service is represented and is integrated in planning initiatives or potential plans include the Community Action Network and the Area Agency on Aging. The Community Action Network reports and makes recommendations on strategies to address various community needs. RSVP staff will participate in planning initiatives and collaborate with agencies that work with the Community Action Network (City, County, United Way, foundations, business sector) to integrate older adult volunteer service into their plans for meeting community needs. The AAA is responsible for developing an area-wide plan for addressing specific issues pertaining to aging. RSVP will partner with agencies that address issues in the AAA plan to integrate RSVP volunteers in their agency plan for meeting community needs. RSVP will also serve in an advisory capacity for councils, organizations, or committees that promote older adult service as a means to more effectively address community needs, e.g. Austin Groups for the Elderly, the Texas Senior Advocacy Coalition, and the Aging Services Council.

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## Narratives

### Recruitment and Development

According to a Corporation for National and Community Service study released in 2008, Austin, Texas came in eleventh on the list of cities that lead the country in volunteerism. The study attributes high volunteerism to shorter commutes and a high concentration of nonprofits. Researchers also said that higher education levels increase civic involvement. Given this research, RSVP aims to increase volunteering in Travis County and attract baby boomers by:

- providing a greater variety of opportunities that appeal to a wide range of volunteers age 55 and older through its internal programs and volunteer stations;
- developing volunteer opportunities that are based on location, i.e. geographically based;
- developing volunteer opportunities that require specific skills and education;
- developing volunteer opportunities that develop additional skills;
- providing educational opportunities in partnership with community institutions, organizations, and agencies;
- providing more appealing recruitment incentives; and
- partnering with volunteer connector organizations to strengthen the culture of responsibility and service, and to develop and implement specific projects that address community needs.

RSVP's internal processes to ensure a high quality volunteer experience will also include developing service descriptions that specify the duties of the volunteers, providing orientation, offering training and skill development, and supervising volunteers.

Stations will be asked to describe how the volunteer's service affects the station's ability to accomplish their goals. Understanding the role between volunteer, service delivery, and achieving program outcomes enables stations to more effectively communicate the importance of volunteer service to

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## Narratives

fundere, service recipients, program advocates, and the volunteer. Having a clear understanding of one's functions and impact will enable the volunteer to reflect on the importance of their service and the effect it has in their own life. Also, RSVP will highlight the meaning of service by mentioning program accomplishments and success stories in the program's newsletter and website.

RSVP will facilitate leadership development and address member's needs by soliciting periodic feedback from volunteers about their service, concerns, and ideas on how to strengthen their volunteer experience. RSVP staff will seek feedback on an ongoing basis every time personal contact is made with a volunteer. Formally, this will be accomplished by issuing an annual survey to volunteers.

Staff considers four primary factors that help target program recruitment efforts: the type of volunteer activity, the level of experience needed, the skills required, and physical requirements. Recruitment vehicles will include presentations, fairs and expos, broadcast and written media, online recruitment, recruitment incentives, and collaborations with other volunteer connector organizations as follows: 1) RSVP will conduct four recruitment presentations/quarter through corporate volunteer programs, corporate retirement meetings and preretirement workshop, faith-based organizations, civic organizations, senior centers, and community-based agencies, 2) RSVP will participate in 1 fair/qtr, 3) RSVP will advertise the need for volunteers and opportunities in the RSVP newsletter, 4) RSVP will write 1 article/quarter for newspaper publication, 5) RSVP will make 2 broadcast media appeals for volunteers/year, 6) RSVP will annually solicit input from other volunteers and Advisory Council members for recruitment plans, 7) RSVP will sponsor an annual membership drive for RSVP volunteers, 8) RSVP will utilize an online volunteer application, as well as volunteer opportunity search engine, 9) RSVP will promote member benefits through volunteer connector organizations.

Strategies for retention include: 1) providing orientation to all new members, 2) sending welcome cards

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## Narratives

to new members, 3) conducting follow-up with volunteers one month after recruitment, 4) conducting follow-up with volunteers one month after placement to ensure satisfaction with their assignment, 5) reviewing hours reported monthly to identify volunteers that are not reporting, 6) making personal contact with those volunteers who are not reporting, 7) contacting volunteers once every six months to stimulate interest in upcoming events, programs, and volunteer opportunities, and 7) developing educational, social, and cultural activities for members.

Formal recognition will occur at an annual banquet. Volunteers will be honored for their service to the community, recognized for the length and amount of service. Also, RSVP will print one volunteer spotlight/month in the RSVP newsletter, submit volunteer spotlights to local newspapers quarterly, and nominate volunteers for community service awards.

Training and technical assistance will be provided as follows. Project staff: 2 staff development opportunities/year. Volunteers: orientation and training by project or station staff. Station supervisor: orientation to clarify roles and responsibilities, training as needed. Community groups: training on partnership and collaboration development, program development, and orientation to RSVP.

### Program Management

Critical community needs have been identified in Travis County through a partnership of community service providers, funders, business leaders, and community representatives collectively known as the Community Action Network (CAN). RSVP will identify agencies that address community needs by referencing CAN documents. RSVP will also rely on agencies to make known their role in providing services that address community needs. Agencies will utilize volunteers to implement strategies that have a positive impact in achieving their program goals or address their needs. RSVP will collaborate with eligible service providers to develop plans and service opportunities that address specific community needs. The management of volunteer stations will be based on agreements maintained in a

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Memorandum of Understanding and in documents that describe relationships between partner agencies in community need areas. Other applicable management issues, such as training and supervision will be provided by the volunteer station.

Assessment will be conducted through qualitative and quantitative measurement. Qualitative measurement: surveys will be distributed annually to volunteers to determine program satisfaction. Quantitative measurement: PFI programs will track units of service or other specific measures monthly. RSVP staff will work in collaboration with partner agencies to collect relevant data. Assessment and evaluation of information will be conducted bi-annually by an Advisory Council committee or review team. The achievement of other program goals will be reviewed and evaluated by an Advisory Council committee or review team.

RSVP will maintain a volunteer management database and/or tracking systems for all volunteer service activities. Data entered into a database will include the number of volunteers participating in a project, the number of hours served, and the types of activities in which volunteers served. The management and collection of other information, activities, service outputs, and outcomes will be outlined in specific PFI statements. Data will be collected and reported monthly. Data will be reviewed on a quarterly basis by an Advisory Council committee or review team. If programmatic issues or concerns are identified, the volunteer coordinator, project director, and a partner agency representative will work together to develop corrective action plans.

Travis County, the project's sponsor, provides RSVP with the necessary support to ensure accountability and efficient and effective use of available resources. This includes administrative support, inventory maintenance, record keeping, facilities support and financial management. Additionally, general purpose financial statements are audited annually in accordance with auditing standards applicable to

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## Narratives

financial audits contained in "Government Auditing Standards."

RSVP utilizes the expertise of program staff, sponsor staff, and Advisory Council members to secure additional cash and in-kind support to enhance or expand the project. The fundraising committee of the Advisory Council will be responsible for identifying project areas that need support and areas where expansion could affect the project's ability to address priority community needs. The fundraising committee will secure support primarily through the business sector and projects raising from \$10,000 to \$20,000 annually, depending on the scope of need. Funds will support staff development, recognition, marketing and outreach, personnel, and volunteer mileage reimbursement. Program and sponsor staff will research grant opportunities. RSVP will also convey specific budget requests to the project sponsor during the annual budget process. Requests will be made on an as needed basis.

### Organizational Capacity

Sponsorship of RSVP is vital to the continued existence of RSVP in Travis County and contributes toward the accomplishment of meeting community needs through the recruitment and placement of older adults in appropriate volunteer assignments. Travis County, RSVP's local sponsor, recognizes the importance of RSVP volunteers in meeting growing community challenges. RSVP volunteers are viewed as critical elements of the community's service delivery infrastructure and are part of the formula that helps community-based programs achieve their goals. Additionally, in recognition of the value of volunteer service by RSVP volunteers and the successful management of this federal program, Travis County will provide approximately 77% of the financial support needed to meet projected costs. Providing this level of support enables the project to implement strategies and accomplish its goals, e.g. developing recruitment and marketing materials, providing appropriate recognition of volunteers, providing staff development, upgrading technological systems, maintaining a safe work environment, and eliminating barriers to volunteer service.

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## Narratives

RSVP of Travis County began in July of 1972 and has maintained sponsorship through Travis County since 1975. In 2006, 1128 RSVP volunteers donated 247,000 hours of service to 163 non-profit and public agencies in Travis County. In recognizing the importance of RSVP volunteer service toward contributing to the overall health of the community, Travis County provides the necessary support to continue the program's purpose. Organizationally, RSVP benefits from the resources of Travis County for critical support including administrative support, record keeping, financial management, facilities management, equipment, supplies, purchasing procedures, and personnel management. RSVP relies on one community outreach coordinator, one membership development coordinator, two program development coordinators, one administrative secretary, one director, and the varied expertise of 20-25 Advisory Council members to enhance the program's capacity. The staff collectively bring over 40 years of experience in volunteerism or older adult issues. The project director brings 20 years of experience in volunteer management and human services planning in senior issues.

Project performance is reported quarterly to the Travis County Planning & Budget Office. Performance measures and accomplishments addressed in this report are reviewed by the Planning & Budget Office to ensure compliance with projected performance goals and objectives. Additionally, project staff review performance on a quarterly basis to discuss areas of concern, successes, and strategies for improvement.

### Other

Not applicable.

### PNS Amendment (if applicable)

Not applicable.

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## Work Plan/Performance Measures

**Total Number of Unduplicated Volunteers: 1100**

**Service Category:** Immunization

Total # Stations: 2

Total # Volunteers: 40

Total # Clients: 1067

### Part 1: Need

#### Community Need

COMMUNITY NEED: To be properly protected from a number of life-threatening diseases, every child should receive a series of five vaccinations by the age of two. Out of the 15,000 live births a year in Travis County, an estimated 10,800 (72%) of the children under two have been adequately immunized. The remaining 4,800 are at risk for serious diseases. Public awareness of the need for early childhood protection, and more importantly - parental education, must be greatly improved.

The goal of this project is to educate the hospitalized mothers of newborns to the importance of timely immunizations, and to maintain contact with the parent by phone and shot-reminder cards over the next two years. The RSVP program is designed to follow the highly successful "Seniors & Volunteers for Childhood Immunization" model (SVCII program) piloted by the University of North Texas and RSVP - Denton.

### Part 2: Action Plan

#### Service Activities

RSVP volunteers will visit mothers of newborns in St. David's Hospital. The volunteers will provide them with information packets and a discussion of the importance of following an immunization schedule. The information provided includes immunization sites and a request for vital information from the mother for follow-up purposes. The object is to enroll the mother in a tracking system established by immunization reminder cards and telephone calls prior to the infant's age of 2, 4, 6, and 12 months. Calls will verify the infants' immunizations at clinics or doctors' offices, and resulting data will be given to the University of North Texas.

#### Anticipated Input

ANTICIPATED INPUT: A total of 40 volunteers will work as hospital volunteers, substitutes, information packet assemblers, reminder-card mailers, callers and data processors.

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## Work Plan/Performance Measures

| Anticipated Accomplishments/Outputs | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|-------------------------------------|--|----------------------|
|-------------------------------------|--|----------------------|

Summary

ANTICIPATED OUTPUT: Mothers of newborns in the hospital will receive information about immunizations from RSVP volunteers.

INDICATOR: Number of mothers of newborns in the hospital receiving information about immunizations from RSVP volunteers.

TARGET: 1067 mothers of newborns in the hospital will receive information about immunizations.

HOW MEASURED: monthly reporting log

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|---|--|----------------------|
|---|--|----------------------|

Summary

ANTICIPATED INTERMEDIATE OUTCOME: Mothers of newborns visited in the hospital receiving information about immunizations will enroll in the SVCI program.

INDICATOR: Percentage of mothers visited who enroll in the SVCI program.

TARGET: 90% of mothers visited will enroll in the SVCI program.

HOW MEASURED: monthly reporting log, SVCI database

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--------------------------------|--|----------------------|
|--------------------------------|--|----------------------|

Summary

ANTICIPATED END OUTCOME: Newborns enrolled in SVCI program will complete all required immunizations required within 2 years.

INDICATOR: Percentage of newborns enrolled and maintained in the SVCI program who complete all

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## Work Plan/Performance Measures

required immunizations within 2 years.

TARGET: 80% of newborns enrolled and maintained in the SVCI program will complete all required immunizations within 2 years.

HOW MEASURED: SVCI Survey

|  |    |                     |
|--|----|---------------------|
| <b>Service Category:</b> Other Human Needs |    |                     |
| Total # Stations:                          | 10 | Total # Volunteers: |
|  |    | 60                  |
|  |    | Total # Clients:    |
|  |    | 0                   |

**Part 1: Need**

**Community Need**  
Not applicable

**Part 2: Action Plan**

**Service Activities**  
Provision of companionship and outreach to clients in nursing homes; advocacy and support in homelessness and housing, senior issues; disaster preparedness and relief

**Anticipated Input**  
Not applicable

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Accomplishments/Outputs</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
| Summary                                    |   |                             |
| Not applicable                             |   |                             |

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Intermediate Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
| Summary  |   |                             |
| Not applicable                                 |   |                             |

|                                       |   |                             |
|---------------------------------------|---|-----------------------------|
| <b>Anticipated End Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
| Summary                               |   |                             |
| Not applicable                        |   |                             |

|  |    |                     |
|--|----|---------------------|
| <b>Service Category:</b> Other Human Needs |    |                     |
| Total # Stations:                          | 11 | Total # Volunteers: |
|  |    | 85                  |
|  |    | Total # Clients:    |
|  |    | 500                 |

**Part 1: Need**

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## Work Plan/Performance Measures

### Community Need

COMMUNITY NEED: According to the 2000 U.S. Census, 7% of the citizens in Travis County are 65 years of age and older. This represents 54,824 individuals. The Texas Health and Human Services Commission estimates that of individuals 65 and older, more than 13,000 have disabilities that interfere with Activities of Daily Living. These disabilities threaten the ability of individuals to maintain their independence and live in their own homes. Survey data from AARP indicates that the vast majority of older adults want to remain independent and live out their lives in their own homes. The alternative to independence is often institutional care that costs an estimated six times more than care provided in the home.

The goal of the Independent Living Program is to help 500 individuals remain independent at home. RSVP will address this need by increasing the number of volunteers who either participate in volunteer programs through caregiver or other human service organizations providing related services.

### Part 2: Action Plan

#### Service Activities

SERVICE ACTIVITY: RSVP volunteers will work in collaboration with several organizations including the American Cancer Society, the Austin Caregivers Association, Family Eldercare Services, the Meals on Wheels & More Programs & the We Care program. Volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation to shop or to medical appointments. By providing these services either directly or indirectly to relatively homebound elderly individuals, some 500 clients will be served.

#### Anticipated Input

ANTICIPATED INPUT: 85 volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation to shop or to medical appointments. These volunteers will contribute over 5,000 hours of service annually, many of them using their own cars for client transportation.

1st-4th quarters

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## Work Plan/Performance Measures

| Anticipated Accomplishments/Outputs   | Period of Accomplishment: | Performance Measure: |
|---|---------------------------|----------------------|
| Summary   |                           |                      |
| <p>ANTICIPATED OUTPUT: Annually, 500 clients will receive services through designated programs offering assistance that enables elders to live independently.</p>   |                           |                      |
| <p>INDICATOR: Number of clients served by RSVP volunteers through designated programs.</p>  |                           |                      |
| <p>TARGET: 500 clients will be served by RSVP volunteers through designated programs.</p>   |                           |                      |
| <p>HOW MEASURED: Volunteer participation and hours of service in the respective programs will be gathered from information received in the RSVP Reporter monthly report. In addition, the 11 agencies will provide the number of clients served per service call.</p> |                           |                      |

| Anticipated Intermediate Impact/Outcome   | Period of Accomplishment: | Performance Measure: |
|---|---------------------------|----------------------|
| Summary   |                           |                      |
| <p>ANTICIPATED INTERMEDIATE OUTCOME: Clients assisted by RSVP volunteers working through the Independent Living Program will get their immediate needs met.</p> |                           |                      |
| <p>INDICATOR: Percent of clients assisted by the RSVP volunteers working through the Independent Living Program who get their immediate needs met.</p>          |                           |                      |
| <p>TARGET: 85% of the clients assisted by the RSVP volunteers working through the Independent Living Program will get their immediate needs met.</p>            |                           |                      |
| <p>HOW MESURED: RSVP Log &amp; agency information per category of service.</p>  |                           |                      |

| Anticipated End Impact/Outcome   | Period of Accomplishment: | Performance Measure: |
|--|---------------------------|----------------------|
| Summary  |                           |                      |
| <p>ANTICIPATED END OUTCOME: Clients served will maintain independence due, in part, to</p> |                           |                      |

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## Work Plan/Performance Measures

assistance provided by the RSVP caregiver volunteers. (In this case "independence" means that they have not been moved to an institutional/nursing facility for full-time care. Activities of RSVP volunteers support agency efforts to enable the elderly to continue to live in their homes.)

INDICATOR: Percentage of clients who have not been moved to an institutional/nursing facility.

TARGET: 85% of clients assisted who have not been moved to an institutional/hursing facility.

HOW MEASURED: RSVP log, phone verification logs with the participating volunteers, agency reports.

|  |
|--|
| <b>Service Category:</b> Cultural Heritage |
| Total # Stations: 14                       |
| Total # Volunteers: 120                    |
| Total # Clients: 0                         |

**Part 1: Need**

**Community Need**

Not applicable

**Part 2: Action Plan**

**Service Activities**

Service for performing arts programs such as house managing, tour guides, docents.

**Anticipated Input**

Not applicable

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Accomplishments/Outputs</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|--|---|-----------------------------|

Summary  
Not applicable

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Intermediate Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|--|---|-----------------------------|

Summary  
Not applicable

|                                       |   |                             |
|---------------------------------------|---|-----------------------------|
| <b>Anticipated End Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|---------------------------------------|---|-----------------------------|

Summary  
Not applicable

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## Work Plan/Performance Measures

**Service Category:** Entering and Child (Elementary) Literacy

Total # Stations: 10

Total # Volunteers: 40

Total # Clients: 80

### Part 1: Need

#### Community Need

Because of the diminishing success of students in public schools across the country, the U.S.

Department of Education has mandated each state to implement programs to ensure that every child does learn and becomes successful by implementing programs that include community involvement and support. In Austin, volunteers through the Volunteers in Schools program are used to help local students achieve their goals in school and to be successful in all their accomplishments.

### Part 2: Action Plan

#### Service Activities

**PLANNED SERVICE ACTIVITIES:** RSVP volunteers will volunteer in local schools to provide support to students, faculty, administration and working with parents. Volunteers will work directly with the school faculty to identify the areas in which volunteers will serve. Faculty will assign and supervise the volunteer and their tasks.

#### Anticipated Input

**ANTICIPATED INPUT:** 40 RSVP volunteers will volunteer in local elementary, middle and high schools mentoring students, assisting in the school library, reading to students, tutoring, working with literacy programs, assisting school staff, and helping with after-school programs.

#### Anticipated Accomplishments/Outputs

**Period of Accomplishment:** 1st - 4th quarters

**Performance Measure:**

Summary

**ANTICIPATED OUTPUT:** Volunteers will provide academic achievement activities through tutoring, mentoring, in-class assistance, reading, literacy and after-school academic programs. These academic achievement activity sessions occur in 30 minute or more sessions.

**INDICATOR:** Number of academic achievement sessions.

**TARGET:** Baseline target is 1000 academic achievement sessions per year.

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### Work Plan/Performance Measures

HOW MEASURED: Monthly volunteer reporting forms and rosters.

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|---|--|----------------------|
|---|--|----------------------|

Summary

ANTICIPATED INTERMEDIATE OUTCOME: Schools will report increased community involvement and support.

INDICATOR: Percent of schools reporting increased community involvement and support.

TARGET: 80% of schools report increased community involvement and support.

HOW MEASURED: Survey given at the end of the school year.

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--------------------------------|--|----------------------|
|--------------------------------|--|----------------------|

Summary

ANTICIPATED END OUTCOME: Schools will report increased student achievement during the school year.

INDICATOR: Percent of schools reporting increased student achievement during the school year.

TARGET: 80% of schools will report that their students increased student achievement during the school year.

HOW MEASURED: Survey given at the end of the school year.

|                                   |  |                        |                    |
|-----------------------------------|--|------------------------|--------------------|
| Service Category: Other Education |  |                        |                    |
| Total # Stations: 7               |  | Total # Volunteers: 35 | Total # Clients: 0 |

**Part 1: Need**

**Community Need**

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## Work Plan/Performance Measures

Not applicable

### Part 2: Action Plan

#### Service Activities

Activities such as adult literacy, book lending programs, reading, book recording, library assistance, and computer literacy in educational organizations or institutions.

#### Anticipated Input

Not applicable

#### Anticipated Accomplishments/Outputs

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

#### Anticipated Intermediate Impact/Outcome

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

#### Anticipated End Impact/Outcome

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

Service Category: Other Environment

Total # Stations: 5

Total # Volunteers: 25

Total # Clients: 0

### Part 1: Need

#### Community Need

Not applicable

### Part 2: Action Plan

#### Service Activities

Land and water conservation, vegetation preservation and restoration, recycling, waste reduction, wildlife protection

#### Anticipated Input

Not applicable

#### Anticipated Accomplishments/Outputs

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

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## Work Plan/Performance Measures

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Intermediate Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|--|---|-----------------------------|

Summary  
Not applicable

|                                       |   |                             |
|---------------------------------------|---|-----------------------------|
| <b>Anticipated End Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|---------------------------------------|---|-----------------------------|

Summary  
Not applicable

|   |                        |                    |
|---|------------------------|--------------------|
| <b>Service Category:</b> Community-Based Volunteer Programs |                        |                    |
| Total # Stations: 1   | Total # Volunteers: 20 | Total # Clients: 0 |

**Part 1: Need**

**Community Need**

Not applicable

**Part 2: Action Plan**

**Service Activities**

Various jobs supporting community-based volunteer programs e.g. planning, resource development, administrative assistance, marketing consultation, technology consultation, financial record keeping.

**Anticipated Input**

Not applicable

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Accomplishments/Outputs</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|--|---|-----------------------------|

Summary  
Not applicable

|  |   |                             |
|--|---|-----------------------------|
| <b>Anticipated Intermediate Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|--|---|-----------------------------|

Summary  
Not applicable

|                                       |   |                             |
|---------------------------------------|---|-----------------------------|
| <b>Anticipated End Impact/Outcome</b> | <b>Period of Accomplishment:</b> 1st - 4th quarters | <b>Performance Measure:</b> |
|---------------------------------------|---|-----------------------------|

Summary  
Not applicable

|   |                        |                    |
|---|------------------------|--------------------|
| <b>Service Category:</b> Other Health/Nutrition |                        |                    |
| Total # Stations: 15                            | Total # Volunteers: 60 | Total # Clients: 0 |

**Part 1: Need**

**Community Need**

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## Work Plan/Performance Measures

Not applicable

### Part 2: Action Plan

#### Service Activities

Assistance with emergency assistance, chore services, advocacy and various in-home assistance for people with HIV/AIDS; prevention activities to include the teaching and dissemination of health education materials for programs such as cancer, heart disease, diabetes, prenatal care; assistance to and caring for terminally ill or frail clients in hospice or in-home care settings; services for clients in mental health, mental retardation, and physical disabilities programs

#### Anticipated Input

Not applicable

#### Anticipated Accomplishments/Outputs

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary  
Not applicable

#### Anticipated Intermediate Impact/Outcome

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary  
Not applicable

#### Anticipated End Impact/Outcome

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary  
Not applicable

Service Category: Senior Center Programs (Non-Residential)

Total # Stations: 5

Total # Volunteers: 120

Total # Clients: 0

### Part 1: Need

#### Community Need

Not applicable

### Part 2: Action Plan

#### Service Activities

Involving older adults in activities that promote physical well-being and socialization, e.g. leading exercise classes, conducting arts and crafts. Also, assistance with administrative program support.

#### Anticipated Input

Not applicable

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## Work Plan/Performance Measures

| Anticipated Accomplishments/Outputs | Period of Accomplishment: 1st - 4th quarters | Performance Measure: |
|-------------------------------------|--|----------------------|
|-------------------------------------|--|----------------------|

Summary  
Not applicable

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st - 4th quarters | Performance Measure: |
|---|--|----------------------|
|---|--|----------------------|

Summary  
Not applicable

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st - 4th quarters | Performance Measure: |
|--------------------------------|--|----------------------|
|--------------------------------|--|----------------------|

Summary  
Not applicable

|                          |  |
|--------------------------|--|
| <b>Service Category:</b> | Social Services Planning & Delivery Systems/Community Organization |
| Total # Stations:        | 3  |
| Total # Volunteers:      | 8  |
| Total # Clients:         | 0  |

### Part 1: Need

#### Community Need

COMMUNITY NEED: Texas has the fourth-largest population of older adults (3.1 million over age 60 or 13 percent of the population). It is estimated that 4.45 % of Texans require some form of assistance to maintain their independent living status. The Texas Department of Aging and Disability Services (DADS) is the state agency which oversees services for the aging and disabled populations in Texas. In 2004, DADS commissioned The Aging Texas Well Indicator Survey (conducted in the spring of 2004). The Aging Texas Well Indicator Survey is an analysis of the well-being of older Texans. The Aging Texas Well Indicator Survey found that poor physical health kept 29 percent of older Texans from performing their daily activities, work or recreation for one day or more in the past month and 12 percent reported difficulty performing one or more activity of daily living (e.g., driving, walking, bathing, eating, dressing, and getting around inside the home) due to a chronic conditions. The Survey also found that 10.2 percent of Texans age 60 and older have difficulty organizing and preparing their bills. Older adults use almost 36 percent of all prescribed drugs placing many at risk of misuse and possibly overdose. The US Census 2004 American Community Survey indicates that 13 percent of Texans (noninstitutionalized, 5 years or older) have a disability. Children with chronic disabilities are

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## Work Plan/Performance Measures

equally at risk of losing their independence simply due to the demands that attentive care places on the family support systems.

In order for nonprofits to provide the services for Independent Living, their capacity to recruit and manage community volunteers must be enhanced. According to the Urban Institute's Volunteer Management Capacity Study published in 2004, most nonprofits find that volunteers increase the quality and scope of their services, reduce costs, and increase public support for their organization.

### Part 2: Action Plan

#### Service Activities

**PLANNED SERVICE ACTIVITIES:** Five RSVP members will be assigned to three nonprofit organizations (volunteer stations) to develop in-house Volunteer Management Systems which will enable the organization to recruit and manage community volunteers who will provide direct and supportive services designed to foster independent living among Texas' aging and disabled populations. These Volunteer Management System activities may include volunteer management activities such as planning, publicity and outreach for recruiting, database management, volunteer training, recognition, presentations, developing brochures, staffing exhibit booth and others.

#### Anticipated Input

**ANTICIPATED INPUT:** The RSVP program sponsors will help recruit and screen at least five RSVP members. RSVP program sponsors will maintain required insurance coverage for members, and will coordinate an annual recognition for the volunteers. RSVP Program Sponsors will provide specialized skill-based training in volunteer management. Volunteer stations will provide additional training and orientation to the RSVP member/s and the community volunteers they will recruit and manage.

| Anticipated Accomplishments/Outputs  | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--|--|----------------------|
| <p>Summary</p> <p><b>ANTICIPATED OUTPUT:</b> RSVP members will be assigned to nonprofit volunteer stations to recruit and manage community volunteers to support independent living services in their communities.</p> |  |                      |

Period of Accomplishment: 1st-4th quarters

Performance Measure:

Summary

**ANTICIPATED OUTPUT:** RSVP members will be assigned to nonprofit volunteer stations to recruit and manage community volunteers to support independent living services in their communities.

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## Work Plan/Performance Measures

**INDICATOR:** Number of RSVP members assigned to develop volunteer management system capacity at volunteer stations.

**TARGET:** Five RSVP members assigned to three volunteer stations

**HOW MEASURED:** RSVP member placement logs

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|---|--|----------------------|
|---|--|----------------------|

Summary

**ANTICIPATED INTERMEDIATE OUTCOME:** Nonprofit volunteer stations will report an increase in the number of community volunteers recruited at the nonprofit organization since RSVP members were assigned to help with this capacity area.

**INDICATOR:** Percent increase in the number of community volunteers recruited for the participating volunteer stations where RSVP members serve as community volunteer managers.

**TARGET:** 2% increase in the number of community volunteers recruited for the participating volunteer stations.

**HOW MEASURED:** Pre- and Post- surveys of nonprofit volunteer stations.

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--------------------------------|--|----------------------|
|--------------------------------|--|----------------------|

Summary

**ANTICIPATED END OUTCOME:** By the end of the program year, nonprofit volunteer stations using RSVP members will report they have been able to enhance their capacity to manage and/or develop a community volunteer program due to adoption of and or increased utilization of volunteer management practices and systems.

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### Work Plan/Performance Measures

**INDICATOR:** Percent of participating volunteer stations who report they were able to develop a recruitment plan and/or recruiting community volunteers to enhance their services.

**TARGET:** At least 80% of participating nonprofit volunteer stations report they have been able to enhance their capacity to manage and/or develop a community volunteer program due to RSVP volunteer involvement.

**HOW MEASURED:** Annual survey of volunteer stations.

|   |                        |                    |
|---|------------------------|--------------------|
| <b>Service Category:</b> Social Services Planning & Delivery Systems/Community Organization |                        |                    |
| Total # Stations: 8   | Total # Volunteers: 30 | Total # Clients: 0 |

**Part 1: Need**

**Community Need**

**COMMUNITY NEED:** Last year, the Community Action Network's Community Overview reported that local nonprofit agencies have experienced an increase in demand for services while seeing a decline in local government funding, stagnant individual giving, and a decline in foundation funding. As a result, the 5,000 nonprofits in Austin are becoming more reliant on the services of volunteers to offer stability and help their agency maintain client services and programs. By recruiting volunteers for non-profit organizations, RSVP volunteers can help the agency maintain and continue to offer services and programs to their clients.

**Part 2: Action Plan**

**Service Activities**

**SERVICE ACTIVITY:** In an effort to offer sustainability to local non-profit agencies, RSVP volunteers will recruit volunteers for those agencies. RSVP volunteers will recruit volunteers for nonprofit organizations, including theatres, hospitals, visitor's bureau, police department, schools, civic groups, and senior centers. Volunteers will recruit volunteers while volunteering at the agency and socializing with friends and family. Volunteers will be able to provide membership materials and information about RSVP to potential volunteers.

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### Work Plan/Performance Measures

**Anticipated Input**

ANTICIPATED INPUT: Thirty RSVP volunteers will each spend 12 hours recruiting volunteers for non-profit organizations. They will be provided with recruitment packets that will include RSVP and membership information. RSVP staff will train the volunteers on how to effectively recruit volunteers.

**Anticipated Accomplishments/Outputs**

Period of Accomplishment: 1st-4th quarters

Performance Measure:

Summary

ANTICIPATED OUTPUT: RSVP volunteers will recruit new volunteers for non-profit agencies.

INDICATOR: Number of new volunteers recruited.

TARGET: 60 new volunteers will be recruited.

HOW MEASURED: Volunteer recruitment logs and membership forms will identify who recruited the volunteer.

**Anticipated Intermediate Impact/Outcome**

Period of Accomplishment: 1st-4th quarters

Performance Measure:

Summary

ANTICIPATED INTERMEDIATE IMPACT/OUTCOME: New volunteers recruited by RSVP volunteers will serve at nonprofit organizations where they are placed.

INDICATOR: Percentage of volunteers recruited by RSVP volunteers who serve at nonprofit organizations where they are placed.

TARGET: 80% of volunteers recruited by RSVP volunteers will serve at non-profit organizations where they are placed.

HOW MEASURED: Monthly reporting forms, agency logs

1st-4th quarters

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## Work Plan/Performance Measures

| Anticipated End Impact/Outcome | Period of Accomplishment: | Performance Measure: |
|--------------------------------|---------------------------|----------------------|
|--------------------------------|---------------------------|----------------------|

Summary

ANTICIPATED END IMPACT/OUTCOME: By recruiting volunteers for nonprofit agencies, RSVP volunteers will help those agencies maintain and continue to offer services and programs to their clients.

INDICATOR: Percentage of agencies who maintain and continue to offer their services and programs to clients with the help of volunteers recruited by RSVP volunteers.

TARGET: 70 % of agencies will report that they maintained their services and programs to clients with the help of volunteers recruited by RSVP volunteers.

HOW MEASURED: A survey will be given to all agencies involved by the end of the contract year.

|                   |  |                         |
|-------------------|--|-------------------------|
| Service Category: | Social Services Planning & Delivery Systems/Community Organization | 0                       |
| Total # Stations: | 10   | Total # Volunteers: 110 |
|                   |  | Total # Clients:        |

### Part 1: Need

#### Community Need

COMMUNITY NEED: Last year, the Community Action Network reported that local nonprofit agencies had experienced an increase in demand for services while seeing a decline in local government funding and generally stagnant individual giving. Additionally, foundation funding has declined. With 5,000 nonprofits in Austin alone, competition for funds is increasing. RSVP volunteers will dedicate significant time to organize and participate in the fundraising efforts of local agencies. Through their efforts, RSVP volunteers will help agencies increase or maintain current funding.

### Part 2: Action Plan

#### Service Activities

SERVICE ACTIVITY: In the course of a year, 110 RSVP volunteers will work on fund-raising events for a variety of nonprofit organizations. Some of the nonprofits have annual fundraising events, and some

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## Work Plan/Performance Measures

have ongoing fundraising activities. Assignments may include selling raffle tickets for nonprofit agencies, holiday gift sponsorships for clients served through human needs organizations, coordinating thrift/craft sales events, participating in golf tournaments or other annual events, and other special projects as requested.

### Anticipated Input

ANTICIPATED INPUT: 110 RSVP volunteers will work on fundraising events at 11 different local nonprofits and report 3,000 hours of service. Volunteers will receive orientation for all fundraising events by the agency staff. Volunteers working on year-round fundraising will receive training when they have their initial orientation.

| Anticipated Accomplishments/Outputs | Period of Accomplishment: 1st-4th quarters | Performance Measure: <input checked="" type="checkbox"/> |
|-------------------------------------|--|--|
|-------------------------------------|--|--|

Summary

ANTICIPATED OUTPUT: RSVP volunteers will volunteer for fundraising events and activities that benefit nonprofit organizations.

INDICATOR: Number of fundraising events/activities in which RSVP volunteers participated.

TARGET: RSVP volunteers will help with six fundraising events/activities.

HOW MEASURED: Monthly reporting forms and rosters.

Indicator:

INDICATOR: Number of fundraising events/activities in which RSVP volunteers participated.

Target 6#

How Measured: Volunteer Record/Log

Description:

Logs distributed to and returned from volunteers. Nonprofit staff verification.

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: <input checked="" type="checkbox"/> |
|---|--|--|
|---|--|--|

Summary

ANTICIPATED INTERMEDIATE OUTCOME: Fundraising efforts of RSVP volunteers will enable

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### Work Plan/Performance Measures

nonprofit organizations to maintain funding levels.

**INDICATOR:** Collective monetary value raised through fundraising activities, e.g. special events, raffles, donations and sales.

**TARGET:** Through their collective efforts, RSVP volunteers will raise \$100,000.

**HOW MEASURED:** A survey will be issued to all participating agencies by the end of the contract year.

Indicator:

Collective monetary value raised through fundraising activities, e.g. special events, raffles, donations, and sales.

Target 100000#

How Measured: Survey

Description:

Survey issued to participating agencies by end of contract year.

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: <input checked="" type="checkbox"/> |
|--------------------------------|--|--|
|--------------------------------|--|--|

Summary

**ANTICIPATED END OUTCOME:** Agencies and organizations who utilize RSVP volunteers in their fundraising efforts will maintain programs and services.

**INDICATOR:** Percentage of agencies who utilize RSVP volunteers in their fundraising efforts that maintain services and programs.

**TARGET:** 70% of agencies that utilize RSVP volunteers in their fundraising efforts will maintain their services and programs.

**HOW MEASURED:** A survey will be issued to all agencies involved by the end of the contract year.

Indicator:

**INDICATOR:** Percentage of agencies who utilize RSVP volunteers in their fundraising efforts that maintain services and

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## Work Plan/Performance Measures

programs.

Target 70%

How Measured: Survey

Description:

Survey issued to participating agencies by end of the contract year.

**Service Category:** Other Public Safety

Total # Stations: 5

Total # Volunteers: 20

Total # Clients: 0

### Part 1: Need

#### Community Need

Not applicable

### Part 2: Action Plan

#### Service Activities

Includes education programs for youth and seniors in areas such as frauds/scams and crime avoidance; community policing; client assistance in safe place shelters

#### Anticipated Input

Not applicable

#### Anticipated Accomplishments/Outputs

**Period of Accomplishment:** 1st - 4th quarters

**Performance Measure:**

Summary

Not applicable

#### Anticipated Intermediate Impact/Outcome

**Period of Accomplishment:** 1st - 4th quarters

**Performance Measure:**

Summary

Not applicable

#### Anticipated End Impact/Outcome

**Period of Accomplishment:** 1st - 4th quarters

**Performance Measure:**

Summary

Not applicable

**Service Category:** Congregate Meals

Total # Stations: 10

Total # Volunteers: 100

Total # Clients: 0

### Part 1: Need

#### Community Need

Not applicable

### Part 2: Action Plan

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## Work Plan/Performance Measures

### Service Activities

Food preparation, food service, cashiering, sanitation.

### Anticipated Input

Not applicable

### Anticipated Accomplishments/Outputs

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

### Anticipated Intermediate Impact/Outcome

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

### Anticipated End Impact/Outcome

Period of Accomplishment: 1st - 4th quarters

Performance Measure:

Summary

Not applicable

Service Category: Delivery of Health Services

Total # Stations: 8

Total # Volunteers: 230

Total # Clients: 0

### Part 1: Need

#### Community Need

COMMUNITY NEED: The major hospitals in the Austin metroplex now serve a population of 870,000 people. In the course of a calendar year, these hospitals collectively serve 1,082,067 individuals.

Although most receive outpatient care, 13% (140,668) are seen in the emergency room or are admitted to the hospital. Budgetary constraints limit the effective patient to staff ratio (e.g., 20 to 1), and do not permit personnel to attend to many of the non-medical, yet significant needs of the patients. Hospitals have relied heavily on volunteer support in the past, and will continue to do so in the future. The goal of the RSVP Hospital Program is to help develop a volunteer force in each hospital (230 total) to aid in ensuring proper care and attention each patient and patient's family deserves, thereby providing significant monetary value of service to the respective hospitals.

### Part 2: Action Plan

#### Service Activities

SERVICE ACTIVITY: Volunteers will serve at eight major hospitals in the Austin Area: Brackenridge,

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## Work Plan/Performance Measures

the Heart Hospital of Austin, North Austin Medical Center, Seton Medical Center, Seton East, Seton Northwest, South Austin Hospital, and St. David's Medical Center.

By providing non-medical support in the hospitals, these volunteers help sustain staff productivity. When volunteers are not available to work the information desks, for example, staff must be pulled from other activities to cover. This lessens staff service in medical or administrative areas and negatively impacts hospital operations.

RSVP volunteers are among the many that will staff these hospitals seven days a week at the information desk, phone reception, the gift shop, delivering mail, flowers & literature, transporting patients, and assisting in the ER & Intensive Care waiting rooms.

### Anticipated Input

ANTICIPATED INPUT: 230 RSVP volunteers will serve a total of 5,000 hours. RSVP volunteers who serve in various capacities throughout the hospitals, will receive orientation and training from hospital administrative staff.

### Anticipated Accomplishments/Outputs

Period of Accomplishment: 1st-4th quarters

Performance Measure:

Summary

ANTICIPATED ACCOMPLISHMENT/OUTPUT: RSVP volunteers will participate in designated non-medical service activity areas identified by the hospital that enable hospital staff to attend to essential medical and administrative needs.

INDICATOR: Number of hospital service activity areas per hospital in which RSVP volunteers participate.

TARGET: RSVP volunteers will participate in 4 hospital service activity areas per hospital.

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### Work Plan/Performance Measures

HOW MEASURED: Hospital & individual monthly reports.

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|---|--|----------------------|
|---|--|----------------------|

Summary

ANTICIPATED INTERMEDIATE OUTCOME: By providing support in non-medical service areas, volunteers will provide savings to hospitals.

INDICATOR: Value of hours served by volunteers in areas that would otherwise be provided by medical or administrative personnel.

TARGET: \$100,000.

HOW MEASURED: Logged hours of hospital volunteer work

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--------------------------------|--|----------------------|
|--------------------------------|--|----------------------|

Summary

ANTICIPATED END OUTCOME: Hospitals will report that staff productivity was sustained due to volunteer support.

INDICATOR: Percentage of hospitals reporting that staff productivity was sustained due to volunteer support.

TARGET: 85% of hospitals surveyed report that staff productivity was sustained due to volunteer support.

HOW MEASURED: RSVP Hospital Program Survey

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**Required Documents**

| <u>Document Name</u>                                    | <u>Status</u>           |
|---|-------------------------|
| Articles of Incorporation                               | Already on File at CNCS |
| Board of Directors                                      | Not Applicable          |
| CPA Certification                                       | Already on File at CNCS |
| Organizational Chart                                    | Already on File at CNCS |
| Project Director's Job Description                      | Already on File at CNCS |
| Community Advisory Group names and addresses            | Already on File at CNCS |
| Negotiated Indirect Cost Agreement                      | Not Applicable          |
| Statement of whether applicant is subject to A133 audit | Already on File at CNCS |
| Statement of date of last A133 audit                    | Already on File at CNCS |
| Roster of Volunteer Stations                            | Already on File at CNCS |
| Aggregate Dollar Amounts of funding                     | Already on File at CNCS |
| List of the names of any Funding Organizations/Sources  | Already on File at CNCS |

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## Travis County RSVP

### Travis County Department of Human Services

Application ID: 10SR105667

Budget Dates: 10/01/2007 - 09/30/2010

|  | Total Amt        | CNCS Share      | Grantee Share    | Excess Amount |
|--|------------------|-----------------|------------------|---------------|
| <b>Section I. Volunteer Support Expenses</b> |                  |                 |                  |               |
| A. Project Personnel Expenses                | 281,132          | 29,765          | 251,367          | 0             |
| B. Personnel Fringe Benefits                 | 7,905            | 472             | 7,433            | 0             |
| FICA   | 17,630           | 1,845           | 15,785           | 0             |
| Health Insurance                             | 45,288           | 3,701           | 41,587           | 0             |
| Retirement                                   | 30,455           | 3,188           | 27,267           | 0             |
| Life Insurance                               | 474              | 20              | 454              | 0             |
| Total  | \$101,752        | \$9,226         | \$92,526         | \$0           |
| C. Project Staff Travel                      |                  |                 |                  |               |
| Local Travel                                 | 644              | 144             | 500              | 0             |
| Long Distance Travel                         | 4,807            | 2,766           | 2,041            | 0             |
| Total  | \$5,451          | \$2,910         | \$2,541          | \$0           |
| D. Equipment                                 |                  |                 |                  |               |
| E. Supplies                                  | 1,020            | 0               | 1,020            | 0             |
| F. Contractual and Consultant Services       | 300              | 0               | 300              | 0             |
| I. Other Volunteer Support Costs             | 4,712            | 872             | 3,840            | 0             |
| J. Indirect Costs                            |                  |                 |                  |               |
| <b>Section I. Subtotal</b>                   | <b>\$394,367</b> | <b>\$42,773</b> | <b>\$351,594</b> | <b>\$0</b>    |
| <b>Section II. Volunteer Expenses</b>        |                  |                 |                  |               |
| A. Other Volunteer Costs                     |                  |                 |                  |               |
| Meals  | 0                | 0               | 0                | 0             |
| Uniforms                                     | 0                | 0               | 0                | 0             |
| Insurance                                    | 3,409            | 1,594           | 1,815            | 0             |
| Recognition                                  | 18,333           | 8,630           | 9,703            | 0             |
| Volunteer Travel                             | 40,200           | 8,284           | 31,916           | 0             |
| Total  | \$61,942         | \$18,508        | \$43,434         | \$0           |
| <b>Section II. Subtotal</b>                  | <b>\$61,942</b>  | <b>\$18,508</b> | <b>\$43,434</b>  | <b>\$0</b>    |
| <b>Budget Totals</b>                         | <b>\$456,309</b> | <b>\$61,281</b> | <b>\$395,028</b> | <b>\$0</b>    |
| <b>Funding Percentages</b>                   |                  | <b>13.4%</b>    | <b>86.6%</b>     |               |
| <b>Required Match</b>                        |                  | n/a             |                  |               |
| <b># of years Receiving CNCS Funds</b>       |                  | n/a             |                  |               |

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## Budget Narrative: Travis County RSVP for Travis County Department of Human Services

### Section I. Volunteer Support Expenses

#### A. Project Personnel Expenses

| Position/Title -Qty -Annual Salary -% Time                                    | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Project Director: - 1 person(s) at 65336 each x 100 % usage                   | 29,765     | 35,571        | 65,336       | 0             |
| Administrative Assistant: - 1 person(s) at 35623 each x 100 % usage           | 0          | 35,623        | 35,623       | 0             |
| Program Development Coordinator: - 1 person(s) at 49578 each x 100 % usage    | 0          | 49,578        | 49,578       | 0             |
| Project Development Coordinator: - 1 person(s) at 42907 each x 100 % usage    | 0          | 42,907        | 42,907       | 0             |
| Community Outreach Coordinator: - 1 person(s) at 44781 each x 100 % usage     | 0          | 44,781        | 44,781       | 0             |
| Membership Development Coordinator: - 1 person(s) at 42907 each x 100 % usage | 0          | 42,907        | 42,907       | 0             |
| <b>CATEGORY Totals</b>  | 29,765     | 251,367       | 281,132      | 0             |

#### B. Personnel Fringe Benefits

| Item -Description   | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| FICA: salary x 0.062  | 1,845      | 15,785        | 17,630       | 0             |
| Health Insurance: (months on payroll x % of salary x \$629) - (sponsor adjustment)                | 3,701      | 41,587        | 45,288       | 0             |
| Retirement: Contribution to retirement determined as (salary x 0.095) - (sponsor adjustment)      | 3,188      | 27,267        | 30,455       | 0             |
| Life Insurance: (months on payroll x \$3.18 x \$ of salary) - sponsor adjustment                  | 20         | 454           | 474          | 0             |
| Longevity: Longevity pay: 1307 Lugo, 780 Sprager, 480 Reeves, 240 Campbell, 240 Sparks, 180 Listz | 0          | 3,227         | 3,227        | 0             |
| Worker's Compensation: (salary x 0.21083 x 0.0064)  | 40         | 515           | 555          | 0             |
| FICA - Medicare: salary x 0.0146  | 432        | 3,691         | 4,123        | 0             |
| <b>CATEGORY Totals</b>  | 9,226      | 92,526        | 101,752      | 0             |

#### C. Project Staff Travel

##### Local Travel

| Purpose -Calculation   | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|---------------|--------------|---------------|
| Staff travel within Travis County @ county-designated rate: \$0.485/mile | 144        | 500           | 644          | 0             |
| <b>CATEGORY Totals</b>   | 144        | 500           | 644          | 0             |

**Long Distance Travel**

| Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging   | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Staff travel to meetings/conferences on volunteerism, national service, older adult issues: National Senior Corps Conference; Governor's Volunteer Leadership Conference; National Conference on Volunteering and Service; Texas Senior Corps Conference. Government per diem @ \$34/day. Lodging @ estimated \$124/day (excluding taxes) New York- Meals 2,407 Lodging/Trans 2,400 Other 0 | 2,766      | 2,041         | 4,807        | 0             |
| <b>CATEGORY Totals</b>  | 2,766      | 2,041         | 4,807        | 0             |

**D. Equipment**

| Item/Purpose -Qty -Unit Cost | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|------------------------------|------------|---------------|--------------|---------------|
| <b>CATEGORY Totals</b>       | 0          | 0             | 0            | 0             |

**E. Supplies**

| Item/ Purpose -Calculation   | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|---------------|--------------|---------------|
| Office supplies: Allocation of \$68/month based on historical spending                     | 0          | 820           | 820          | 0             |
| Educational, communication supplies: Allocation of \$17/month based on historical spending | 0          | 200           | 200          | 0             |
| <b>CATEGORY Totals</b>   | 0          | 1,020         | 1,020        | 0             |

**F. Contractual and Consultant Services**

| Purpose -Calculation   | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|---------------|--------------|---------------|
| Long Distance Service: Telephone long distance government rate; allocation of \$4/month based on historical spending | 0          | 50            | 50           | 0             |
| Software Maintenance Agreement: \$250/year for Volunteer Reporter maintenance agreement                              | 0          | 250           | 250          | 0             |
| <b>CATEGORY Totals</b>   | 0          | 300           | 300          | 0             |

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**I. Other Volunteer Support Costs**

| Item  | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Training and Seminars. Registration for Gov's Vol Leadership Conf, Natl Sr Corps Conf, Natl Conf on Volunteering and Svc; Tx Sr Corps Conf: | 0          | 600           | 600          | 0             |
| Other Purchased Services. Printing (development and update of outreach and orientation materials)::   | 872        | 3,120         | 3,992        | 0             |
| Professional Memberships. Includes Natl Sr Corps Assn., Tx Sr Corps Assn.:  | 0          | 120           | 120          | 0             |
| <b>CATEGORY Totals</b>  | 872        | 3,840         | 4,712        | 0             |

**J. Indirect Costs**

| Calculation -Rate Type -Rate -Claimed -Cost Basis | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| <b>CATEGORY Totals</b>                            | 0          | 0             | 0            | 0             |
| <b>SECTION Totals</b>                             | 42,773     | 351,594       | 394,367      | 0             |
| <b>PERCENTAGE</b>                                 | 11%        | 89%           |              |               |

**Section II. Volunteer Expenses**

**A. Other Volunteer Costs**

| Item -Description   | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Meals:  | 0          | 0             | 0            | 0             |
| Uniforms:   | 0          | 0             | 0            | 0             |
| Insurance: Accident, personal liability and excess auto liability. CIMA formula: (most recent months active # of volunteers x \$1.40) + (most recent months active # of volunteers x \$0.85) + (25% most recent months active # of volunteers x \$3.75) | 1,594      | 1,815         | 3,409        | 0             |
| Recognition: \$17-\$18/person for recognition costs   | 8,630      | 9,703         | 18,333       | 0             |
| Volunteer Travel: Mileage reimbursement at \$0.20/mile up to 100 miles/ month.  | 8,284      | 31,916        | 40,200       | 0             |
| <b>CATEGORY Totals</b>  | 18,508     | 43,434        | 61,942       | 0             |
| <b>SECTION Totals</b>   | 18,508     | 43,434        | 61,942       | 0             |
| <b>PERCENTAGE</b>   | 30%        | 70%           |              |               |
| <b>BUDGET Totals</b>  | 61,281     | 395,028       | 456,309      | 0             |

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|                   |     |     |  |  |
|-------------------|-----|-----|--|--|
| <b>PERCENTAGE</b> | 13% | 87% |  |  |
|-------------------|-----|-----|--|--|

**Source of Funds**

| Section                               | Description   |
|---------------------------------------|---------------|
| Section I. Volunteer Support Expenses | Travis County |
| Section II. Volunteer Expenses        | Travis County |

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### GRANT SUMMARY SHEET

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

|                       |                                       |
|-----------------------|---------------------------------------|
| Department/Division:  | 37- Travis County Sheriff's Office    |
| Contact Person/Title: | Michael G Hemby 783- Planning Manager |
| Phone Number:         | 854-4924                              |

|   |  |   |               |
|---|--|---|---------------|
| Grant Title:  | 2007 Homeland Security Grant Program - LETPP |   |               |
| Grant Period:                                       | From:  | 10/12/2007                              | To: 2/28/2010 |
| Grantor:  | TDEM - Texas Division of Emergency Manage    |   |               |
| American Recovery and Reinvestment Act (ARRA) Grant | Yes: <input type="checkbox"/>                | No: <input checked="" type="checkbox"/> |               |

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

| Grant Categories/<br>Funding Source | Federal<br>Funds | State<br>Funds | Local<br>Funds | County<br>Match | In-Kind | TOTAL     |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|-----------|
| Personnel:                          |                  |                |                |                 |         | \$0       |
| Operating:                          |                  |                |                |                 |         | 0         |
| Capital Equipment:                  |                  | 106,905        |                |                 |         | 106,905   |
| Indirect Costs:                     |                  |                |                |                 |         | 0         |
| <b>Total:</b>                       | \$0              | \$106,905      | \$0            | \$0             | \$0     | \$106,905 |
| FTEs:                               |                  |                |                |                 |         | 0.00      |

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

| Performance Measures        | Projected<br>FY 10<br>Measure | Progress To Date: |         |         |         | Projected<br>FY 11<br>Measure |
|-----------------------------|-------------------------------|-------------------|---------|---------|---------|-------------------------------|
|                             |                               | 12/31/09          | 3/31/10 | 6/31/10 | 9/30/10 |                               |
| Applicable Depart. Measures |                               |                   |         |         |         |                               |
| NA                          |                               |                   |         |         |         |                               |
| Measures For Grant          |                               |                   |         |         |         |                               |
| Support CBRNE Teams         |                               |                   |         |         |         |                               |
| Outcome Impact Description  | Support Regional CBRNE Teams  |                   |         |         |         |                               |
| Outcome Impact Description  |                               |                   |         |         |         |                               |
| Outcome Impact Description  |                               |                   |         |         |         |                               |

**PBO Recommendation:**

PBO recommends approval of this grant contract amendment. The amendment extends the grant period in order to finish purchasing items from the grant funds.

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 grant program will provide for Personal Protective Equipment (PPE) for the TCSO SWAT team who will provide for LE support for the CAPCOG regional CBRNE Response Teams. The goal is to ensure the protection of the CBRNE team as well as the general public who may be effected by a catastrophic or terrorist event.

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

NA - TCSO will support the equipment.

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.

None Required

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

Not Allowed

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

The program will continue upon discontinuance of the grant. The grant is only for equipment.

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

The county has participated in the support of the regional CBRNE teams since inception six years ago.

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

This program will provide for the necessary life safety and law enforcement protection equipment needed by SWAT to perform the task assigned. The equipment will agument current equipment and provide a cache of gear in the event that current county equipment is affected and in need of decontamination.



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**November 16, 2009**

**MEMORANDUM**

**TO:           Honorable Sam Biscoe, County Judge**  
**Honorable Ron Davis, Commissioner, Precinct 1**  
**Honorable Sarah Eckhardt, Commissioner, Precinct 2**  
**Honorable Karen Huber, Commissioner, Precinct 3**  
**Honorable Margaret Gomez, Commissioner, Precinct 4**

**FROM:       Michael G Hemby 783, TCSO Planning Manager**

**SUBJECT:    Extension Request on 2007 LETPP Grant**

In 2008, Travis County was awarded \$106,905.30 in grant funds from the Texas Governor's Division of Emergency Management through the 2007 Homeland Security Grant Program (HSGP). These funds were for equipment for the TCSO SWAT team so that they could support the regional CBRNE strike teams in the CAPCOG area. The grant term was from 10/12/07 through 2/28/10. This item was accepted by Commissioner's Court first on 11/27/07 and again on 3/25/08 when the amount was modified by the state. This is grant 07-GA-48453-02.

Due to the nature of this grant, each piece of equipment, while identified in the application, had to be re-submitted for authorization again through the state. This process is cumbersome and caused delays that were not anticipated. Furthermore, in early 2009, the State of Texas changed their grant software system out and this system was down for approximately three months, which meant that no items could be ordered during that time.

Finally, through hard work between TCSO and our County Purchasing agent's office, we have realized some sizeable savings and are requesting authorization from the state to purchase additional equipment with these funds rather than turn them back to the

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state. However, in order to complete our current orders and purchase this additional equipment, we need more time. Thus, the attached letter we need the County Judge's signature on is requesting a three month extension on the grant in order to complete this task.

Therefore, we would request your consideration and approval of the signature and submission of a request for extension of this grant.

If you have any questions please let us know.

Thank you.

Cc. PBO  
Co Atty  
Co Auditor

# Travis County Commissioners Court

**SAMUEL T. BISCOE**  
County Judge

**RON DAVIS**  
Commissioner, Pct. 1

**KAREN HUBER**  
Commissioner, Pct. 2

**SARAH ECKHARDT**  
Commissioner, Pct. 3



**MARGARET J. GÓMEZ**  
Commissioner, Pct. 4

Travis County Administration Building, 314 W. 11th, Commissioners Courtroom, 1st Floor, Austin, Tx 78701

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October 20, 2009

Mr. Jack Colley, State Coordinator  
Governor's Division of Emergency Management  
Texas Department of Public Safety  
P.O. Box 4087  
Austin, TX 78773-0001

**SUBJECT: Travis County 2007 Law Enforcement Terrorism Prevention Program  
(LETPP) Grant Extension**

Dear Mr. Colley:

Travis County requests a three month extension on the 2007 LETPP grant deadline. After the initial list build, many projects came in far below the anticipated costs resulting in a substantial delta. Once SPARS came back online and projects were invoiced this delta never appeared as being available for additional projects. Following several emails and calls into the help line it was determined that the "Auto Adjust" function had not worked when originally invoiced. The delta is now available but we are unsure if we will be able to build and complete the new projects prior the end of the grant's performance period. All efforts will be made to move forward as quickly and efficiently as possible, but the extension would ensure that we are able to utilize the funds to their fullest extent. I appreciate your consideration on this request.

Sincerely,

Samuel T. Biscoe  
Travis County Judge

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### Travis County Commissioners Court Agenda Request

Voting Session November 24, 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 \$1,238,417.14, for the period of November 6, 2009 to November 12, 2009.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

2009 NOV 17 AM 10:14  
PERSONNEL

**II. Additional Information:**

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

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

**III. Required Authorizations: Checked if applicable:**

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 18 AM 10:08

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 24, 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: November 6, 2009 to November 12, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,238,417.14

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 \$1,238,417.14.

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  
NOVEMBER 6, 2009 TO NOVEMBER 12, 2009

-

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

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 24, 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: November 6, 2009  
 TO: November 12, 2009

**REIMBURSEMENT REQUESTED: \$ 1,238,417.14**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

|  |                 |
|--|-----------------|
| NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:                                       | \$ 1,805,622.97 |
| LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 17, 2009 | \$ (567,206.00) |
|  | \$ -            |
| Adjust to balance per UHC  | \$ 0.17         |
| TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:                              | \$ 1,238,417.14 |
| PAYMENTS DEEMED NOT REIMBURSABLE   | \$ -            |
| TRANSFER OF FUNDS REQUESTED:   | \$ 1,238,417.14 |

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

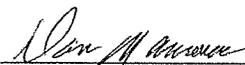
All claims over \$25,000 (3 this week totaling \$185,593.04) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

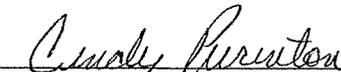
Fifteen percent (15%) of all claims under \$25,000 (\$164,888.59) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

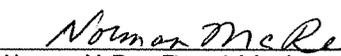
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$10,797.38.

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, Risk Manager                      11-18-09  
 Date

  
 Cindy Purinton, Benefit Contract Administrator                      11-13-09  
 Date

  
 Norman McRee, Financial Analyst                      11/13/09  
 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.



# HRMD *Human Resources Management Department*

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

## MEMORANDUM

Date: November 24, 2009

To: Commissioners Court

From: Dan Mansour, Risk Manager, HRMD

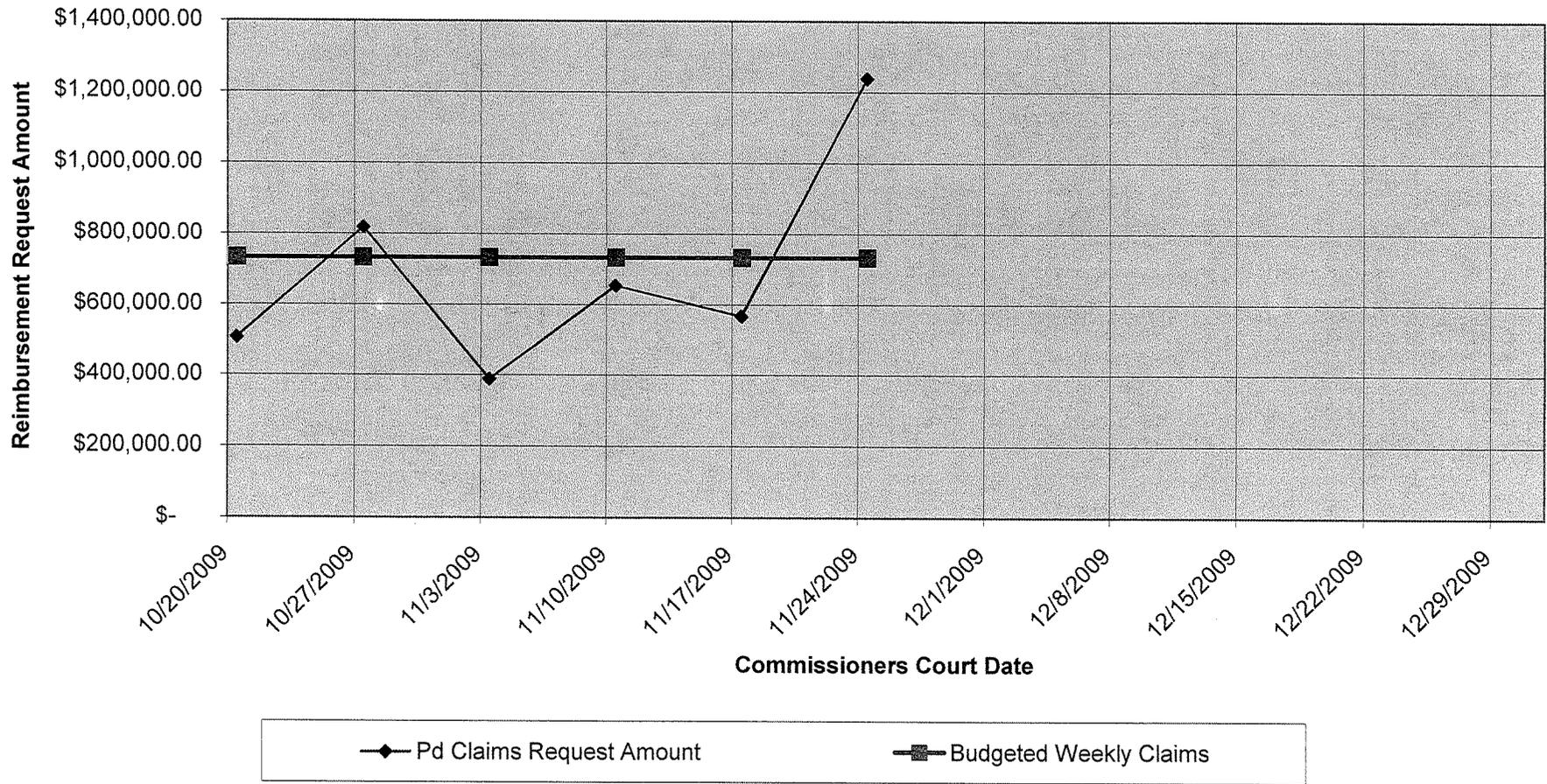
Re: Explanation of Larger than Normal Health Reimbursement Request  
For the Period of November 6 – November 12, 2009  
\$1,238,417.14

This week's claims reimbursement request of \$1,238,417.14 includes three claims over \$25,000, totaling \$185,593.04. In addition there are eight claims over \$10,000, which total \$137,133.19. Also, some claims since October 1, 2009 were delayed while UHC updated benefit records for Travis County and evidently are just now being included in weekly reimbursements.

Also, this week's claims reimbursements include pharmacy charges which are included in reimbursement requests every other week. Pharmacy charges this week of \$343,514.62 are only slightly above average bi-weekly pharmacy charges.

In conclusion, it appears this week's reimbursement is higher due to the number of large claims as well as the overall number and amount of claims included.

### TRAVIS COUNTY BENEFIT PLAN FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88



6

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

| <b>Period</b>     | <b>Voting Session Date</b>  | <b>Pd Claims Request Amount</b> | <b>Budgeted Weekly Claims</b> | <b># of Large Claims</b> | <b>Total of Large Claims</b> |
|-------------------|---|---------------------------------|-------------------------------|--------------------------|------------------------------|
| 10/2/09-10/08/09  | 10/20/2009  | \$ 506,983.79                   | \$ 734,980.88                 | 2                        | \$ 84,160.90                 |
| 10/9/09-10/15/09  | 10/27/2009  | \$ 819,076.31                   | \$ 734,980.88                 | 2                        | \$ 66,527.80                 |
| 10/16/09-10/22/09 | 11/3/2009   | \$ 388,581.81                   | \$ 734,960.88                 | 2                        | \$ 81,663.47                 |
| 10/23/09-10/29/09 | 11/10/2009  | \$ 653,822.83                   | \$ 734,960.88                 | 2                        | \$ 58,028.60                 |
| 10/30/09-11/5/09  | 11/17/2009  | \$ 567,206.00                   | \$ 734,960.88                 | 0                        | \$ -                         |
| 11/6/09-11/12/09  | 11/24/2009  | \$ 1,238,417.14                 | \$ 734,960.88                 | 3                        | \$ 185,593.04                |
|                   | <b>Paid and Budgeted Claims - to date</b>   | <b>\$ 4,174,087.88</b>          | <b>\$ 4,409,805.28</b>        |                          |                              |
|                   | <b>Amount Under Budget</b>  |                                 | <b>\$ (235,717.40)</b>        |                          |                              |
|                   | <p>Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.</p> |                                 |                               |                          |                              |

**From:** <SIFS FAX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 11/13/2009 5:02 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: 2009-11-13                      REQUEST AMOUNT: \$1,805,622.97

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: 2009-11-12 | \$209,612.80                          |
| - REQUIRED BALANCE TO BE MAINTAINED:           | \$1,938,718.00                        |
| + PRIOR DAY REQUEST:                           | \$00.00                               |
| <b>= UNDER DEPOSIT:</b>                        | <b>\$1,729,105.20</b>                 |
| + CURRENT DAY NET CHARGE:                      | \$76,517.77                           |
| + FUNDING ADJUSTMENTS:                         | \$00.00                               |
|  | <b>REQUEST AMOUNT: \$1,805,622.97</b> |

ACTIVITY FOR WORK DAY: 2009-11-06

| CUST PLAN     | CLAIM               | NON CLAIM      | NET CHARGE          |
|---------------|---------------------|----------------|---------------------|
| 0632          | \$433,499.31        | \$00.00        | \$433,499.31        |
| <b>TOTAL:</b> | <b>\$433,499.31</b> | <b>\$00.00</b> | <b>\$433,499.31</b> |

ACTIVITY FOR WORK DAY: 2009-11-09

| CUST PLAN | CLAIM        | NON CLAIM | NET CHARGE   |
|-----------|--------------|-----------|--------------|
| 0632      | \$547,374.94 | \$00.00   | \$547,374.94 |

4

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_11\_12

| 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    | -138.83   | NN           | 1081365  | AI     |              | 3 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -138.83   | NN           | 1121654  | AA     |              | 1 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -138.83   | NN           | 988259   | AA     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -143.85   | NN           | 988500   | AH     |              | 5 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -172.07   | NN           | 1736681  | AH     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -176.13   | NN           | 1824474  | AH     |              | 1 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -187.42   | NN           | 1776103  | AE     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -187.65   | NN           | 1527148  | AA     |              | 1 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -196.14   | NN           | 1949319  | AA     |              | 5 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -197.05   | NN           | 1048357  | AH     |              | 9 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -225.27   | NN           | 1477335  | AE     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -234.54   | NN           | 983921   | AH     |              | 1 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -312.24   | Q0           | 56375408 | AA     |              | 1 11/6/2009   | 50           | 11/13/2009 | 11/12/2009 |
| 701254    | 632    | -319.7    | UY           | 8878391  | AA     |              | 5 11/5/2009   | 50           | 11/12/2009 | 11/12/2009 |
| 701254    | 632    | -362.07   | NN           | 984057   | AE     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -397.8    | NN           | 1741135  | AH     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -400.24   | NN           | 1688837  | A      |              | 11 11/12/2009 | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -418.59   | NN           | 1596088  | AE     |              | 6 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |
| 701254    | 632    | -491.99   | NN           | 1384644  | AH     |              | 5 11/12/2009  | 200          | 11/9/2009  | 11/12/2009 |

4  
1,238,417.14

# *Travis County Hospital and Insurance Fund - County Employees*

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 11/12/2009

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

**Total:** \$0.00

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**Travis County - Hospital and Self Insurance Fund (526)**
**Journal Entry for the Reimbursement to United Health Care**

 For the payment week ending: 11/12/2009
 

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| <b>TYPE</b> | <b>MEMBER TYPE</b>        | <b>TRANS_AMT</b>  |
|-------------|---------------------------|-------------------|
| <b>CEPO</b> |                           |                   |
|             | EE                        |                   |
|             | <b>526-1145-522.45-28</b> | <b>165,055.00</b> |
|             | RR                        |                   |
|             | <b>526-1145-522.45-29</b> | <b>10,555.78</b>  |
| Total CEPO  |                           | \$175,610.78      |
| <b>EPO</b>  |                           |                   |
|             | EE                        |                   |
|             | <b>526-1145-522.45-20</b> | <b>398,577.84</b> |
|             | RR                        |                   |
|             | <b>526-1145-522.45-21</b> | <b>51,366.12</b>  |
| Total EPO   |                           | \$449,943.96      |
| <b>PPO</b>  |                           |                   |
|             | EE                        |                   |
|             | <b>526-1145-522.45-25</b> | <b>524,550.07</b> |
|             | RR                        |                   |
|             | <b>526-1145-522.45-26</b> | <b>88,312.33</b>  |
| Total PPO   |                           | \$612,862.40      |
| Grand Total |                           | \$1,238,417.14    |

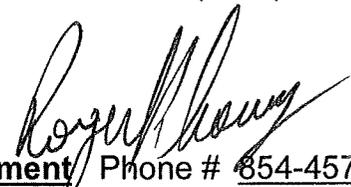
**16**  
#

**Travis County Commissioners Court Agenda Request**

Voting Session 11/24/09  
(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, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**November 24, 2009**

**ITEM # :**

**DATE:** November 13, 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*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 5.**

If you have any questions or comments, please contact 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**

| <b>NEW HIRES</b>          |             |                               |  |   |
|---------------------------|-------------|-------------------------------|--|---|
| <b>Dept.</b>              | <b>Slot</b> | <b>Position Title</b>         | <b>Dept. Requests<br/>Level/Salary</b> | <b>HRMD Recommends<br/>Level/Salary</b> |
| <b>County Atty</b>        | 220         | Victim Counselor              | 15 / Minimum / \$33,764.43             | 15 / Minimum / \$33,764.43              |
| <b>Juvenile Probation</b> | 77          | Juvenile Detention Ofcr I* ** | 12 / Level 1 / \$28,392.00             | 12 / Level 1 / \$28,392.00              |
| <b>Tax Collector</b>      | 101         | Accounting Clerk* (Part-time) | 11 / \$14,560.00                       | 11 / \$14,560.00                        |
| <b>TCCES</b>              | 48          | Chem Dependency Counselor     | 15 / Level 6 / \$39,832.00             | 15 / Level 6 / \$39,832.00              |
| * Temporary to Regular    |             |                               | ** Actual vs Authorized                |   |

| <b>TEMPORARY APPOINTMENTS</b> |             |   |  |   |                                     |
|-------------------------------|-------------|---|--|---|-------------------------------------|
| <b>Dept.</b>                  | <b>Slot</b> | <b>Position Title</b>   | <b>Dept. Requests<br/>Grade/Salary</b> | <b>HRMD Recommends<br/>Grade/Salary</b> | <b>**Temporary Status Type Code</b> |
| <b>County Clerk</b>           | 23072       | Elec Clk – Operations Clk III   | 12 / \$14.00                           | 12 / \$14.00                            | 02                                  |
| <b>Juvenile Probation</b>     | 50159       | Juvenile Detention Ofcr Asst*   | 11 / \$12.39                           | 11 / \$12.39                            | 05                                  |
| <b>TNR</b>                    | 50057       | School Crossing Guard   | 11 / \$13.00                           | 11 / \$13.00                            | 05                                  |
| * Regular to Temporary        |             | **Temporary Status Type Codes: (Temporary less than 6 mos. = 02)<br>(Project Worker more than 6 mos. = 05, includes Retirement Benefits). |  |   |                                     |

| <b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b> |  |                   |  |                     |
|--|--|-------------------|--|---------------------|
| <b>Dept. (From)</b>  | <b>Slot – Position Title – Salary</b>    | <b>Dept. (To)</b> | <b>Slot – Position Title – Salary</b>    | <b>Comments</b>     |
| <b>Fac Mgmt</b>  | Slot 50071 / Custodian / Grd 5 / \$10.00 | <b>Fac Mgmt</b>   | Slot 50071 / Custodian / Grd 5 / \$11.00 | Hourly rate change. |
| <b>Fac Mgmt</b>  | Slot 50084 / Custodian / Grd 5 / \$10.00 | <b>Fac Mgmt</b>   | Slot 50084 / Custodian / Grd 5 / \$11.00 | Hourly rate change. |

| <b>CAREER LADDERS – POPS</b>  |             |                                     |                                  |                              |                               |  |
|-------------------------------|-------------|-------------------------------------|----------------------------------|------------------------------|-------------------------------|--|
| <b>Dept.</b>                  | <b>Slot</b> | <b>Current Position Title/Grade</b> | <b>New Position Title/Grade</b>  | <b>Current Annual Salary</b> | <b>Proposed Annual Salary</b> | <b>Comments Current HRMD Practice</b>          |
| <b>Sheriff</b>                | 1281        | Corrections Officer* / Grd 81       | Corrections Officer Sr* / Grd 83 | \$38,737.92                  | \$42,107.10                   | Career Ladder. Peace Officer Pay Scale (POPS). |
| <b>Sheriff</b>                | 1282        | Cadet* / Grd 80                     | Corrections Officer / Grd 81     | \$33,750.91                  | \$38,737.92                   | Career Ladder. Peace Officer Pay Scale (POPS). |
| <b>Sheriff</b>                | 1416        | Corrections Officer* / Grd 81       | Corrections Officer Sr / Grd 83  | \$38,737.92                  | \$42,107.10                   | Career Ladder. Peace Officer Pay Scale (POPS). |
| <b>Sheriff</b>                | 1427        | Cadet* / Grd 80                     | Corrections Officer / Grd 81     | \$35,835.03                  | \$38,737.92                   | Career Ladder. Peace Officer Pay Scale (POPS). |
| <b>Sheriff</b>                | 1528        | Corrections Officer* / Grd 81       | Corrections Officer Sr* / Grd 83 | \$38,737.92                  | \$42,107.10                   | Career Ladder. Peace Officer Pay Scale (POPS). |
| <b>* Actual vs Authorized</b> |             |                                     |                                  |                              |                               |  |

| <b>CAREER LADDERS – NON-POPS</b> |             |                                     |                                 |                              |                               |  |
|----------------------------------|-------------|-------------------------------------|---------------------------------|------------------------------|-------------------------------|--|
| <b>Dept.</b>                     | <b>Slot</b> | <b>Current Position Title/Grade</b> | <b>New Position Title/Grade</b> | <b>Current Annual Salary</b> | <b>Proposed Annual Salary</b> | <b>Comments Current HRMD Practice</b>                        |
| <b>County Atty</b>               | 28          | Attorney II* / Grd 22               | Attorney III / Grd 24           | \$57,849.39                  | \$62,086.34                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>County Atty</b>               | 35          | Attorney II* / Grd 22               | Attorney III / Grd 24           | \$55,850.01                  | \$62,086.34                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>County Atty</b>               | 113         | Attorney III* / Grd 24              | Attorney IV / Grd 26            | \$62,086.34                  | \$71,084.42                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>County Atty</b>               | 134         | Attorney II* / Grd 22               | Attorney III / Grd 24           | \$57,849.39                  | \$62,086.34                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>County Atty</b>               | 155         | Attorney II* / Grd 22               | Attorney III* / Grd 24          | \$55,850.01                  | \$62,086.34                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>County Atty</b>               | 157         | Attorney VI* / Grd 28               | Attorney VII / Grd 29           | \$81,389.78                  | \$87,088.56                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>County Atty</b>               | 188         | Attorney VI* / Grd 28               | Attorney VII / Grd 29           | \$86,835.22                  | \$91,176.98                   | Career Ladder. Pay is between min and midpoint of pay grade. |
| <b>* Actual vs Authorized</b>    |             |                                     |                                 |                              |                               |  |

| <b>CAREER LADDERS – NON-POPS</b> |             |                                     |                                 |                              |                               |  |
|----------------------------------|-------------|-------------------------------------|---------------------------------|------------------------------|-------------------------------|--|
| <b>Dept.</b>                     | <b>Slot</b> | <b>Current Position Title/Grade</b> | <b>New Position Title/Grade</b> | <b>Current Annual Salary</b> | <b>Proposed Annual Salary</b> | <b>Comments Current HRMD Practice</b>                        |
| <b>County Atty</b>               | 198         | Attorney IV* / Grd 26               | Attorney V / Grd 27             | \$73,216.95                  | \$76,877.80                   | Career Ladder. Pay is between min and midpoint of pay grade. |
| <b>County Atty</b>               | 211         | Attorney II* / Grd 22               | Attorney III / Grd 24           | \$57,849.39                  | \$62,086.34                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>Juvenile Public Defender</b>  | 11          | Attorney V* / Grd 27                | Attorney VI / Grd 28            | \$81,932.84                  | \$86,029.48                   | Career Ladder. Pay is between min and midpoint of pay grade. |
| <b>Juvenile Public Defender</b>  | 14          | Attorney II* / Grd 22               | Attorney III / Grd 24           | \$58,951.29                  | \$62,086.34                   | Career Ladder. Pay is at minimum of pay grade.               |
| <b>* Actual vs Authorized</b>    |             |                                     |                                 |                              |                               |  |

| <b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b> |   |                           |   |  |
|--|---|---------------------------|---|--|
| <b>Dept. (From)</b>  | <b>Slot – Position Title – Grade – Salary</b>           | <b>Dept. (To)</b>         | <b>Slot – Position Title – Grade – Salary</b>                 | <b>Comments</b>  |
| <b>County Atty</b>   | Slot 99 / Law Clerk I / Grd 14 / Part-time \$15,778.26  | <b>County Atty</b>        | Slot 99 & 143 / Law Clerk I / Grd 14 / Full-time \$31,556.51  | Status change from part-time to full-time (20 hrs to 40 hrs).  |
| <b>County Atty</b>   | Slot 178 / Attorney VII* / Grd 29 / \$106,456.26        | <b>County Atty</b>        | Slot 178 / County / Dist Atty Div Dir / Grd 31 / \$106,456.26 | Promotion. Pay is between min and midpoint of pay grade, retains current pay.  |
| <b>District Atty</b>   | Slot 271 / Attorney I* / Grd 21 / \$55,224.00           | <b>District Atty</b>      | Slot 275 / Attorney I* / Grd 21 / \$55,224.00                 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. |
| <b>HHS</b>   | Slot 218 / Social Worker / Grd 17 / \$43,280.12         | <b>HHS</b>                | Slot 218 / Social Worker / Grd 17 / \$44,578.52               | Travis County Code § 10.03012 - Temporary assignment. Additional duties performed. Pay increase is 3%.                         |
| <b>Juvenile Probation</b>  | Slot 52 / Enforcement Officer Sr / Grd 17 / \$48,311.12 | <b>Juvenile Probation</b> | Slot 52 / Enforcement Officer Sr / Grd 17 / \$50,669.20       | Salary adjustment. Pay is between midpoint and max of pay grade.   |
| <b>* Actual vs Authorized</b>  |   |                           |   |  |

| <b>FY 10 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"</b> |             |                              |
|--|-------------|------------------------------|
| <b>Dept.</b>   | <b>Slot</b> | <b>Actual Position Title</b> |
| <b>TNR</b>   | 50028       | Park Tech I                  |
| <b>TNR</b>   | 50030       | Park Tech I                  |
| <b>TNR</b>   | 50032       | Park Tech I                  |

**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**

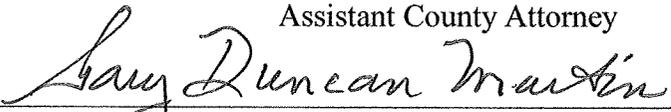
17

**Travis County Commissioners Court Agenda Request**

Voting Session: 11/24/2009

Working Session: 11/24/2009

A. **Request made by:** County Attorney Gary Duncan Martin  
Assistant County Attorney

  
\_\_\_\_\_  
Signature

**Requested Text:**

Consultation with attorney concerning the approval of Fire Code Civil Penalty Guidelines and take appropriate action.

(Hobby; Emergency Services). (Requested by the County Attorney)

Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071.

C. **Approved by:** \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request. Send a copy of this Agenda Request and backup to them:

|   |        |
|---|--------|
| Danny Hobby, Executive Manager, Emergency Services: | 4-4416 |
| Hershel Lee, Fire Marshal, Emergency Services:      | 4-9591 |
| Gary Duncan Martin, Assistant County Attorney:      | 4-9510 |
| Kevin Morse, Assistant County Attorney:             | 4-9636 |

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 16 PM 4:22

**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.

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**MEMORANDUM**

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**TO:** JUDGE SAM BISCOE  
COMMISSIONER RON DAVIS  
COMMISSIONER SARAH ECKHARDT  
COMMISSIONER KAREN HUBER  
COMMISSIONER MARGARET GOMEZ

**FROM:** DANNY HOBBY, EXECUTIVE MANAGER FOR EMERGENCY SERVICES,  
HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL  
GARY DUNCAN MARTIN, ASSISTANT COUNTY ATTORNEY

**SUBJECT:** Discuss and take appropriate action on the adoption of Fire Code Civil Penalty Guidelines for Travis County.

**DATE:** 11/16/2009

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Through experience accumulated by both the Fire Marshal's Office and the County Attorney's Office in collaborative enforcement over the last two years, categories of civil violations and patterns of non-compliance and responses to that non-compliance have evolved into a set of informal guidelines between the Fire Marshal's Office and the County Attorney's Office. These guidelines seek to deter violations of the Fire Code through clarity of expectations with the regulated community and consistency in the application of fines and other civil enforcement against scofflaws within that community.

The attached proposed Guidelines, if approved by the Court, would be available to the regulated community in hard copy and through the Fire Marshal's website. In response to violations, the Fire Marshal's Office and the County Attorney's Office would utilize the guidelines in pursuit of compliance and penalties for violations.

However, the proposed Guidelines do not, in any way, intrude upon the prosecutorial discretion of the County Attorney's Office should that office deem other responses more appropriate to the circumstances presented.

The following penalty matrix puts into place guidelines that will better match a Fire Code Civil Penalty with a violation by quantifying various aspects and circumstances of noncompliance. This approach will offer flexibility to the Travis County Fire Marshal's office, the Travis County Attorney's Office, and the Commissioners Court to address both common types of violations as well as more serious types of violations in a transparent and consistent manner.

## Fire Code Civil Penalty Guidelines for Travis County

The first step in determining the base civil penalty is the consideration of two factors:

(1) The **potential for harm** to fire safety practices, human health, or to the regulatory program,

*and*

(2) The **extent of deviation** from a statutory, rule, or permit requirement

- this incorporates any number of adjustment factors such as:
  - a. Actions before the violation
  - b. Actions after the violation
  - c. History of noncompliance
  - d. Economic benefit of noncompliance
  - e. Other unique factors

These two factors (expressed in 8 specific criteria on the attached worksheet) constitute the **seriousness of a violation** and are factored into a matrix from which a numeric rating is derived, corresponding to a specific penalty amount.

The matrix penalty is then subject to being multiplied by a number that reflects the number of days of violation. The resulting figure is the **base civil penalty**.

**Penalty Calculation**

**Harm and Deviation Criteria Points**

|  |              |              |                |
|--|--------------|--------------|----------------|
| <b>Preliminary Penalty Factor Points</b> |              |              |                |
| NONE (0)                                 | POSSIBLY (1) | PROBABLY (2) | DEFINITELY (3) |

- 1) Fire Risk? \_\_\_\_\_
  - 2) Human Risk? \_\_\_\_\_
  - 3) Willful or Knowing Violation? \_\_\_\_\_
  - 4) Unresponsive in Correcting Violation? \_\_\_\_\_
  - 5) Improper Operation or Maintenance? \_\_\_\_\_
  - 6) Failure to obtain necessary permits? \_\_\_\_\_
  - 7) Economic Benefit of Noncompliance? \_\_\_\_\_
  - 8) History of noncompliance? \_\_\_\_\_
- 1<sup>st</sup> ref (1pt) 2nd ref (2pt) 3rd ref + (3pt)**
- Total Rating Points** \_\_\_\_\_

**Harm and Deviation Component Penalties**

|                |      |      |      |      |       |       |
|----------------|------|------|------|------|-------|-------|
| <b>Rating</b>  | 1-3  | 4-5  | 6-7  | 8-9  | 10-11 | 12-15 |
| <b>Penalty</b> | \$20 | \$40 | \$60 | \$80 | \$100 | \$120 |

|                |       |       |       |       |
|----------------|-------|-------|-------|-------|
| <b>Rating</b>  | 16-18 | 19-21 | 22-23 | 24    |
| <b>Penalty</b> | \$140 | \$160 | \$180 | \$200 |



# TRAVIS COUNTY PURCHASING OFFICE

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

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

# 18

Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/10/09*

**Voting Session: Tuesday, November 24, 2009**

**REQUESTED ACTION: REQUEST APPROVAL OF THE FOLLOWING CONTRACTS FOR DRUG AND ALCOHOL TESTING SERVICES:**

- A) CONTRACT PS100008ML KROLL, INC.
- B) CONTRACT PS100009ML FORWARD EDGE, INC.
- C) CONTRACT PS100010ML ACCUDIAGNOSTICS
- D) CONTRACT PS100011ML FOREMOST FORENSICS
- E) CONTRACT PS100012ML PHAMATECH LABORATORIES
- F) CONTRACT PS100018ML PINNACLE MANAGEMENT CORPORATION
- G) CONTRACT PS100019ML SOURCE 1 SOLUTIONS
- H) CONTRACT PS100020ML PROMED MEDICAL CARE CENTER
- I) CONTRACT PS100021ML CONCENTRA HEALTH SERVICES, INC
- J) CONTRACT PS100022ML COMPLIANCE CONSORTIUM CORPORATION
- K) CONTRACT PS100023ML PRORESULTS

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 17 AM 10:48

***Points of Contact:***

**Purchasing:** Michael Long

**Department: Domestic Relations:** Cecelia Burke, Director, Mark Ashworth, Roslynn Pitre

**Sheriff's Office:** Greg Hamilton, Sheriff; Maria Wedhorn, Deborah Rich

**Criminal Courts:** Joseph Kertz, Sharon Caldwell-Hernandez

**Pretrial Services:** Larry Spacek, Irma Guerrero

**Transportation & Natural Resources:** Joe Gieselman, Executive Manager, Ann Payne, Donna Holt

**Juvenile Court:** Estela Medina, Chief Probation Officer; Sylvia Mendoza, Emmitt Hayes

**Human Resource Management Department:** John Brady

**Counseling and Education Services:** Mark Spacht

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Auditor; 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.

Travis County has maintained an average of (5)five contracts which have been providing the departments with drug and alcohol testing services. The Purchasing Office issued a Request for Services, SO90285-ML, for Drug and Alcohol Testing Services on July 23, 2009. Eleven proposals were received and opened on August 23, 2009 then reviewed by an evaluation team consisting of representatives from Transportation and Natural Resources, Pretrial Services, Criminal Court, Juvenile Probation, Sheriff's Office, Domestic Relations Office, Counseling and Education Services and Human Resources Management Department. It is the Evaluation Committee's recommendation that these eleven (11) contracts be awarded to establish a pool of qualified providers to meet the county department needs.

By awarding these contracts, Travis County will be able to use the new providers and take advantage of multiple location flexibility. These contracts will be used on an as needed basis by Juvenile Probation, Criminal Courts, Drug Court, Domestic Relations Office, Pre-Trial, Human Resources Maintenance Department, Sheriff's Office, Counseling and Education Services, and Transportation and Natural Resources.

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity "As Needed"

Contract Type: Professional Service

Contract Period: Commence upon execution and continue through September 30, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 61

Responses Received: 11

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: **As needed basis contracts.**

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s) TNR – 00111415226033, Pretrial – 00142005886033, Criminal Court – 00124305466033 & 85624305466033, Juvenile Prob – 00145605936033 & 00145735936033, DRO – 00145605936033, Sheriff – 00137055614016, CES – 00140205866099, HRMD-00111415526033

Comments: As needed

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

TRAVIS COUNTY  
DISTRICT  
CRIMINAL COURTS  
Drug Diversion Court  
S.H.O.R.T. PROGRAM



P. O. BOX 1748  
AUSTIN, TX. 78767  
MAIN: (512) 854-4646  
MAIN: (512) 854-4200  
FAX: (512) 854-4643

TO: Mike Long  
Purchasing Assistant III

FROM: Sharon Caldwell-Hernandez  
Travis County Drug Diversion Court  
Social Services Program Administrator

DATE: November 12, 2009

SUBJECT: Letter of Recommendation – RFS #S090285-ML

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Drug Court requests all eleven-contract providers be approved for providing drug testing for all County departments. Such approval will allow each department to find a provider to meet their specific needs.



**TRANSPORTATION AND NATURAL RESOURCES**

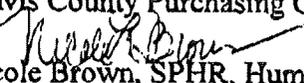
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

November 5, 2009

MEMORANDUM

TO: Travis County Purchasing Office  
FROM:   
Nicole Brown, SPHR, Human Resources Specialist, Sr.  
SUBJECT: Drug/Alcohol Testing Contracts

Transportation and Natural Resources recommends that Travis County contract with each of the eleven providers that submitted a proposal under RFS #S090285-ML. This will establish a pool so that we can choose a vendor appropriate to the individual circumstances.

NLB:ap  
0101 Correspondence Files

cc: Donna Holt, SPHR, Div. Director, Administrative Services



# HRMD

*Human Resources Management Department*

1010 Lavaca

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-9757

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Date: November 12, 2009

To: Mike Long, Purchasing Agent

From: John Brady, Risk & Safety Specialist, Sr., HRMD Risk Mgt. Division

CC: Dan Mansour, Risk & Benefits Manager, HRMD

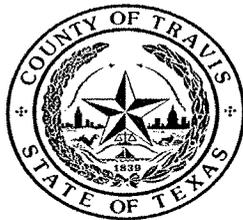
Subject: Contract Awards

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Risk Management, HRMD has reviewed the 11 proposal submissions for providing drug sample collection and testing. The Risk Management, HRMD recommends that all 11 of the candidates be awarded Travis County contracts for proposed services.

If there are any questions regarding this recommendation please contact me at 854-9586.

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer  
**CECELIA BURKE**  
Director of Domestic Relations



1010 Lavaca Street  
P.O. Box 1495  
Austin, TX 78767-1495  
512-854-9696  
www.traviscountydro.com

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**TRAVIS COUNTY JUVENILE PROBATION  
DOMESTIC RELATIONS OFFICE**

August 21, 2009

Michael E. Long, CPPB  
Travis County Purchasing Office  
Purchasing Assistant III

**RECOMMENDATION LETTER: Drug and Alcohol Testing Services**

Travis County Domestic Relations Office is recommending awards to the local vendors. The vendors such as AccuDiagnostics, Source 1 Solutions, Pro Med, Concentra and Pro Results. The points that interested us with the smaller vendors were; the idea of collections occurring here in town at local facilities, our employees having the opportunity to contact the vendor/staff directly if necessary without being facilitated through a customer service line or department. The courts sometime require us to immediately speak to the testing center/lab staff directly during a business day about the collection, billing, their impressions and/or knowledge if court testimony is necessary.

However, we also scored the larger companies quite high because their presentations were great. They included a vast amount of information about their company which all appeared to have been practicing in this business arena for years. They presented competitive pricing and impressive staff that appear very capable of administering a good service. However, utilizing a subcontractor or a middle person is an option that's not feasible for DRO, Family Court Services. We also realized that the vendors that are subcontracting with the larger (out of town) companies are the identical vendors asking for contract consideration.

---

Mark Ashworth  
Travis County DRO  
Manager, Family Court Services

---

Roslynn Pitre  
Travis County DRO  
Asst. Manager, Family Ct. Ser.



## Travis County Pretrial Services

*a division of the Adult Probation Department*

509 West 11<sup>th</sup> Street, Room 1.700

Austin, TX 78701

512-854-9381

512-854-9018 Fax

Irma Guerrero, Division Director

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### MEMORANDUM

TO: Cyd Grimes, Purchasing Agent  
Mike Long, Purchasing Assistant III

FROM: Irma Guerrero, Pretrial Division Director 

DATE: November 10, 2009

RE: Recommendation for Drug and Alcohol Testing Services Contract

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Our Department is satisfied that this Drug and Alcohol Testing Services Contract will offer an option to choose from eleven vendors. Our top five vendors are on the list and offer rates that for county funded testing can be sustained and is not cost prohibited.

Pretrial's account number is 00142005886033.

# Travis County Counseling & Education Services

P.O. BOX 1748 Austin, TX 78767 (512) 854-9540 FAX (512) 854-9146

Caryl Clark, County Director



To: Mike Long, Travis County Purchasing Office  
From: Mark Spacht, Travis County Counseling and Education Services  
Subject: Alcohol/Drug Screening Contracts  
Date: November 13, 2009

Pursuant to recent discussions regarding lab availability and differences in departmental needs, TCCES agrees that awarding contracts to all providers who applied for the Alcohol and Drug Screening contracts will serve the interested parties in the most efficient manner.

Please do not hesitate to contact me if I may be of any further assistance.



# 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  
Chief Juvenile Probation Officer

**DATE:** November , 2009

**RE:** Award Bid #S090285-ML for Alcohol and Drug Testing

Travis County Juvenile Probation has reviewed the bids submitted for the Alcohol and Drug Testing. The department recommends awarding the Bids to the following pool of service providers:

Kroll, Inc., Forward Edge, Inc., Accudiagnosics, Foremost Forensics, Phamatech Labs, Pinnacle Management Corp., Source 1 Solutions, ProMed, Concentra, Compliance Consortium Corporation, and ProResults. All the products meet the specifications requested by our department.

The following details the Commodity/Sub-Commodity codes and funding information.

|                                      |                          |
|--------------------------------------|--------------------------|
| <b>Commodity/Sub-Commodity Codes</b> | <b>948 / 001</b>         |
| <b>Account Number</b>                | <b>001-4530-593-6033</b> |
| <b>Account Number</b>                | <b>001-4560-593-6033</b> |

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

cc: Barbara Swift  
Emmitt Hayes  
Cecelia Burke  
Sylvia Mendoza

EPM: gc



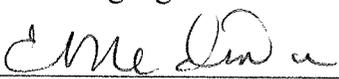


# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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  
Chief Juvenile Probation Officer

**DATE:** November 4, 2009

**RE:** Award Bid #S090285-ML for Urinalysis Drug Screen Kits & Adulterant Test Strips

TRAVIS COUNTY  
11-19-09  
PURCHASING OFFICE

Travis County Juvenile Probation has reviewed the bids submitted for the Urinalysis Drug Screen Kits and Adulterant Test Strips. The department recommends awarding the Bids to the following pool of service providers:

Kroll, Inc., Forward Edge, Inc., Accudiagnosics, Foremost Forensics, Phamatech Labs, Pinnacle Management Corp., Source 1 Solutions, ProMed, Concentra, Compliance Consortium Corporation, and ProResults. All the products meet the specifications requested by our department.

The following details the Commodity/Sub-Commodity codes and funding information.

|                                      |                          |
|--------------------------------------|--------------------------|
| <b>Commodity/Sub-Commodity Codes</b> | <b>193 / 048</b>         |
| <b>Account Number</b>                | <b>001-4530-593-3053</b> |
| <b>Account Number</b>                | <b>001-4560-593-3053</b> |

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

cc: Barbara Swift  
Emmitt Hayes  
Cecelia Burke  
Sylvia Mendoza

EPM: gc





**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

JAMES N. SYLVESTER  
Chief Deputy

DARREN LONG  
Major – Corrections

SCOTT BURROUGHS  
Major – Law Enforcement

MARK SAWA  
Major - Administration & Support

**Date:** 11/13/09

**MEMORANDUM**

**To:** Mike Long, Purchasing

**From:** Maria Wedhorn, Financial Analyst Sr.

**Subj:** RFS090285-ML Drug & Alcohol Testing Services

The Sheriff's Office is recommending a Contract Award be shared by a pool of all eleven vendors that submitted a proposal for services. Our H.R Dept. has reviewed the proposals and believes that all eleven vendors can provide adequate service.

If you have any questions please feel free to give me a call at 854-4474



*Safety, Integrity, Tradition of Service*



TRAVIS COUNTY PURCHASING OFFICE

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

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

19

Approved by: \_\_\_\_\_

*Cyd V. Grimes 11/18/09*

**Voting Session: Tuesday, November 24, 2009**

**REQUESTED ACTION: DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS)**

**Points of Contact:**

**Purchasing:** Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The court will note that some of the items on the list have purchase dates of 1984 through 2009 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.
- Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

**APPROVED ( ) DISAPPROVED ( )**

**BY COMMISSIONERS COURT ON**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**COUNTY JUDGE**

| LOT# | AQ. | TYPE | YEAR | TAG    | IMP | DESCRIPTION                                     | SERIAL        | COST   | INS.       | DEPT. | DIV | P.O.   | ASSET | LOC.   | STA. | FUND |
|------|-----|------|------|--------|-----|---|---------------|--------|------------|-------|-----|--------|-------|--------|------|------|
| 500  | FF  | MDM  | 2001 | 101190 | 0   | MODEM, MOTOROLA RF                              | 506SBY0476    | \$0.00 | \$0.00     | 15    | 10  |        | 53719 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2001 | 102316 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0027    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60739 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2001 | 102327 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0038    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60819 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2001 | 102334 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0045    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60847 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2001 | 102344 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0055    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60867 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2001 | 102351 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0062    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60881 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2001 | 102358 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0069    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60894 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105269 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0600    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56283 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105275 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0591    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56289 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105276 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0606    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56290 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105279 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0596    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56293 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105286 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0583    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56300 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105292 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0571    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56306 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2002 | 105298 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0595    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56312 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120224 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0036 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67132 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120226 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0047 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67134 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120228 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0048 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67136 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120232 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0066 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67140 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120234 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0050 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67142 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120255 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0067 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67163 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2003 | 120262 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0038 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67170 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2004 | 121788 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0632    | \$0.00 | \$2,650.00 | 15    | 10  | 282094 | 71786 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2004 | 121789 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0633    | \$0.00 | \$2,650.00 | 15    | 10  | 282094 | 71787 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2004 | 121797 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0641    | \$0.00 | \$2,650.00 | 15    | 10  | 282094 | 71795 | TCAUC4 | A    | 8001 |
| 500  | PO  | MDM  | 2004 | 121798 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0642    | \$0.00 | \$2,650.00 | 15    | 10  | 282094 | 71796 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102320 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0031    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60750 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102335 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0046    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60849 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102337 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0048    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60853 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102348 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0059    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60875 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102354 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0065    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60884 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102360 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0071    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60898 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2001 | 102361 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 508SBL0072    | \$0.00 | \$2,208.00 | 15    | 10  | 203586 | 60900 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2002 | 105264 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0603    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56278 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2002 | 105288 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0570    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56302 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2002 | 105300 | 0   | MODEM, VEHICULAR RADIO 650 35 WATT #F3454       | 5085CA0577    | \$0.00 | \$2,160.00 | 15    | 10  | 222518 | 56314 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120235 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0051 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67143 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120241 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0064 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67149 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120242 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0056 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67150 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120243 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0049 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67151 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120246 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0071 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67154 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120249 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0053 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67157 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120252 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0044 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67160 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120261 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0033 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67169 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120264 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0068 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67172 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2003 | 120265 | 0   | VEHICULAR RADIO MODEM 850F4454,W/KEY LOCK,2YR W | ARR508SDQ0042 | \$0.00 | \$2,821.00 | 15    | 10  | 258278 | 67173 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2004 | 121791 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0635    | \$0.00 | \$2,650.00 | 15    | 10  | 282094 | 71789 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2004 | 121792 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0636    | \$0.00 | \$2,650.00 | 15    | 10  | 282094 | 71790 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2004 | 121802 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 508SEJ0647    | \$0.00 | \$2,650.00 | 15    | 10  | 281978 | 71800 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2004 | 121805 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 5085SEJ0650   | \$0.00 | \$2,650.00 | 15    | 10  | 281978 | 71803 | TCAUC4 | A    | 8001 |
| 600  | PO  | MDM  | 2004 | 121806 | 0   | VRM 850 MODEM MOTOROLA ITEM NO. F4454 AS PER    | 5085SEJ0651   | \$0.00 | \$2,650.00 | 15    | 10  | 281978 | 71804 | TCAUC4 | A    | 8001 |
| 2005 | PO  | OGH  | 1995 | 88824  | 0   | TANK,465-GAL OIL                                | N/A           | \$0.00 | \$1,575.00 | 49    | 8   |        | 33708 | TCAUC4 | A    | 8001 |
| 2009 | OJ  | MDM  | 1987 | 50057  | 0   | RACAL MILGO COM LINK 7 MODEM                    | 13294         | \$0.00 | \$842.00   | 15    | 10  |        | 21184 | TCAUC4 | A    | 8001 |
| 2009 | OJ  | MDM  | 1987 | 50353  | 0   | RACAL MILGO COM LINK 7                          | 15983         | \$0.00 | \$1,365.00 | 15    | 10  |        | 21181 | TCAUC4 | A    | 8001 |



|      |    |     |      |        |   |   |                      |              |            |    |    |        |       |        |   |      |
|------|----|-----|------|--------|---|---|----------------------|--------------|------------|----|----|--------|-------|--------|---|------|
| 2009 | OJ | MDM | 1987 | 54482  | 0 | COM LINK 7 MODEM                                | 14233                | \$0.00       | \$842.00   | 15 | 10 |        | 22087 | TCAUC4 | A | 8001 |
| 2009 | PO | PRT | 1991 | 69597  | 0 | PRINTER,UNISYS                                  | 375506540            | \$0.00       | \$174.00   | 15 | 10 | 14074  | 296   | TCAUC4 | A | 8001 |
| 2009 | OJ | COP | 1986 | 78027  | 0 | SPERRY DISK DRIVE                               | 413866898            | \$0.00       | \$4,000.00 | 15 | 10 |        | 22139 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1996 | 88657  | 0 | EXCALIBUR DAP W/O DIALBACKUP SA                 | 3707719              | \$0.00       | \$1,066.51 | 15 | 10 | 106382 | 37936 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1997 | 89661  | 0 | UNISYS 2200/500                                 | 490888997            | \$150,000.00 | \$0.00     | 15 | 10 | 117517 | 38951 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1997 | 89661  | 1 | UNISYS 2200/500 HW & CLEARPATH SYS SFW-INTEREST | N/A                  | \$1,824.80   | \$0.00     | 15 | 10 | 132215 | 38951 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1997 | 89661  | 2 | UNISYS 2200/500 HW & CLEARPATH SYS SFW-PRINCIPA | L N/A                | \$250,675.20 | \$0.00     | 15 | 10 | 132215 | 38951 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1997 | 89662  | 0 | UNISYS 2200/500, CABINET                        | 461749608            | \$100,000.00 | \$0.00     | 15 | 10 | 117517 | 38952 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1997 | 89663  | 0 | UNISYS 2200/500, CABINET                        | 461749657            | \$100,000.00 | \$0.00     | 15 | 10 | 117517 | 38953 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1997 | 89664  | 0 | UNISYS 2200/500, CABINET                        | 461749616            | \$100,000.00 | \$0.00     | 15 | 10 | 117517 | 38954 | TCAUC4 | A | 8001 |
| 2009 | PO | PCM | 1997 | 89666  | 0 | UNISYS 2200/500, PC                             | 490889029            | \$20,000.00  | \$0.00     | 15 | 10 | 117517 | 38956 | TCAUC4 | A | 8001 |
| 2009 | PO | PRT | 1997 | 89668  | 0 | UNISYS 2200/500, PRINTER                        | 455397471            | \$5,000.00   | \$0.00     | 15 | 10 | 117517 | 38958 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1995 | 91764  | 0 | UNISYS DCP 30, UNICATION PROCESSOR (DCP)        | 353419062            | \$32,989.99  | \$0.00     | 12 | 30 | 74923  | 32886 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1995 | 91764  | 0 | UNISYS DCP 30, UNICATION PROCESSOR (DCP)        | 353419062            | \$32,989.99  | \$0.00     | 12 | 30 | 74923  | 32886 | TCAUC4 | A | 8001 |
| 2009 | PO | COP | 1994 | 91764  | 1 | UNISYS DCP 30 LINE MODULES                      | 353419062            | \$29,550.00  | \$0.00     | 12 | 40 | 63086  | 32886 | TCAUC4 | A | 8001 |
| 2009 | PO | NTW | 1998 | 95986  | 0 | CENTRAL SITE CSU/DSU, RACAL EXCALIBUR           | BLZ8523              | \$0.00       | \$2,988.52 | 15 | 10 | 132470 | 44237 | TCAUC4 | A | 8001 |
| 2009 | PO | SRV | 2002 | 122415 | 0 | CISCO SERVER                                    | 8J04M11              | \$0.00       | \$7,843.75 | 15 | 10 | 233872 | 61027 | TCAUC4 | A | 8001 |
| 2009 | PO | SRV | 2002 | 122417 | 0 | CISCO SERVER                                    | BJ04M11              | \$0.00       | \$7,843.75 | 15 | 10 | 233872 | 61028 | TCAUC4 | A | 8001 |
| 2009 | FA | NTW | 2007 | 122426 | 0 | MCS7800   | R01800256/6J1BJHQ220 | \$0.00       | \$0.00     | 15 | 10 |        | 83069 | TCAUC4 | A | 8001 |
| 2066 | PO | SRV | 2000 | 99490  | 0 | UNISYS, NDP 250 REMITANCE PROCESSING SYSTEM     | 510416118            | \$25,000.00  | \$0.00     | 15 | 10 | 155054 | 49031 | TCAUC4 | A | 8001 |
| 2066 | PO | MON | 2000 | 99491  | 0 | MONITOR, HP M500 PAYMENT PROCESSING SYSTEM      | MY92172807           | \$0.00       | \$1,073.55 | 15 | 10 | 155054 | 49033 | TCAUC4 | A | 8001 |
| 2066 | PO | PCM | 2000 | 99494  | 0 | CPU, HP VECTRA PAYMENT PROCESSING SYSTEM        | MX91940034           | \$36,500.23  | \$0.00     | 15 | 10 | 155054 | 49036 | TCAUC4 | A | 8001 |
| 2066 | PO | PRT | 2000 | 99495  | 0 | PRINTER, UNISYS PAYMENT PROCESSING SYSTEM       | 11KDN10              | \$7,194.00   | \$0.00     | 15 | 10 | 155054 | 49032 | TCAUC4 | A | 8001 |



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: \_\_\_\_\_

*Cyd V. Grimes* 11/13/09

Voting Session: Tuesday, November 24, 2009

**REQUESTED ACTION:** APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. 09T000400J, HERBERT L. JAMISON & COMPANY, L.L.C. FOR BLANKET JUDGES PROFESSIONAL LIABILITY INSURANCE. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD, Donna Stirman, 854-9584, Dan Mansour, 854-9499

**County Attorney (when applicable):** Barbara Wilson, 854-9567

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

RECEIVED  
COUNTY JUDGES OFFICE  
NOV 17 AM 10:41

➤ **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 blanket judges professional liability insurance for the District and County Court Judges. The Commissioners Court approved the contract on December 2, 2008.

Proposals were opened on August 17, 2009, for the provision of a twelve (12) month Term contract for a Blanket Judges Professional Liability Insurance for the District and County Court Judges. There were two respondents. A copy of the evaluation matrix showing the total points assessed for each respondent is attached. On October 23, 2009, the Evaluation Committee submitted a recommendation to award a contract to Herbert L. Jamison & Co., L.L.C., for the Blanket Judges Professional Liability Insurance for the District and County Court Judges. Herbert L. Jamison & Company submitted the best negotiated response which is resulting in a renewal agreement with them in this Modification 1 that amends the agreement for Blanket Judges Professional Liability Insurance for the District and County Court Judges to provide a new one (1) year term, through December 1, 2010. The County Attorney recommended the current contract be modified in lieu of issuing a new contract, since the contractor remained the same.

The Purchasing Office concurs with the recommendation from the Human Resource Management Department to award a contract to the qualified Proposer, Herbert L. Jamison & Company, West Orange, New Jersey. The recommendation is based on meeting the proposal requirements.

The coverage will be through Columbia Casualty Company, a member of the CNA Insurance Company Group, at an annual contract premium of \$43,890.00 for thirty-five (35) judges. In addition, County will pay the Texas surplus lines tax of 4.85% in the amount of \$2,128.67. HRMD has funded Requisition No. 485276, which has been entered in HTE.

➤ **Contract Expenditures:** Within the last 12 months \$48,440.70 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$46,018.67 (Fixed Amount)

Contract Type: Annual Contract

Contract Period: December 1, 2009 through November 30, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 11

Responses Received: 2

HUB Information: Vendor is not 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.: 485276

Funding Account(s): 525-1140-522-4401

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_ by Auditor.



## *Human Resources Management Department*

1010 Lavaca, Second Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-3128

October 23, 2009

### MEMORANDUM

TO: Lolly Jones, Purchasing

FROM: Dan Mansour, Risk & Benefits Manager

SUBJECT: Judges Professional Liability Blanket Insurance

Risk Management has reviewed the proposals from Herbert L. Jamison & Co., L.L.C. and Arthur J. Gallagher Risk Management Services, Inc. for Judges Professional Liability Blanket Insurance. We are recommending the contract be awarded to Herbert L. Jamison & Co., L.L.C. for some of the following reasons:

- Jamison is their own direct underwriter with CNA as the carrier.
- Gallagher are brokers who rely on carriers to underwrite and have offered two carriers to choose from.
- Brokers can often change carriers due to compensation and are driven by commissions.
- Jamison has been our service carrier for the last year, their service has been excellent.
- Jamison's rates have not only been stable, their proposal included a 5% rate reduction.
- Prior to the current blanket contract, Jamison provided individual Judges coverage for several years and had an excellent service history.

The premiums, which are calculated for 35 sitting judges, amount to \$46,018.67, which includes a 4.85% Texas surplus tax, is to be paid from 525-1140-522-4401.

If you have any questions, please do not hesitate to contact me.

DM/dps

xc: Margie Solano  
Donna Stirman

**BLANKET JUDGE'S PROFESSIONAL LIABILITY INSURANCE  
EVALUATION MATRIX  
RFP #P090325-OJ**

| EVALUATION FACTORS:   | POINTS     | HERBERT L. JAMISON & CO., LLC | ARTHUR J. GALLAGHER |
|---|------------|-------------------------------|---------------------|
| 3.1 Policy terms and conditions   | 35         | 32.5                          | 29.0                |
| 3.2 Premium   | 25         | 20                            | 21.5                |
| 3.3 Coverage enhancement and services afforded  | 15         | 15                            | 15                  |
| 3.4 The manner in which minimum performance parameters are met and the extent, if any, to which these parameters are exceeded | 10         | 10                            | 8.5                 |
| 3.5 Financial and operational strength of the qualified Insurance company   | 10         | 10                            | 10                  |
| 3.6 Completeness of proposal relative to requirements   | 5          | 5                             | 5                   |
| <b>TOTAL POINTS</b>   | <b>100</b> | <b>92.5</b>                   | <b>89</b>           |

PURCHASE REQUISITION NBR: 0000485276

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: AUDITOR APPROVAL  
REASON: CONTRACT RENEWAL

DATE: 10/26/09

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 9647 HERBERT L JAMISON AND COMPANY

DELIVER BY DATE: 12/31/10

| LINE<br>NBR        | DESCRIPTION   | QUANTITY | UOM | UNIT<br>COST | EXTEND<br>COST | VENDOR PART NUMBER |
|--------------------|---|----------|-----|--------------|----------------|--------------------|
| 1                  | BLANKET JUDGES PROF LIAB INS. 12/1/09-11/30/10<br>INCLUDES 4.85% SURPLUS TAX<br>COMMODITY: MISCELLANEOUS SERVICES<br>SUBCOMMODO: INSURANCE PREMIUMS | 1.00     | DOL | 46018.6700   | 46018.67       |                    |
| REQUISITION TOTAL: |   |          |     |              | 46018.67       |                    |

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

| LINE # | ACCOUNT        | PROJECT   | %      | AMOUNT   |
|--------|----------------|---|--------|----------|
| 1      | 52511405224401 | INSURANCE PREMIUMS<br>GENERAL INSURANCE PREMIUM | 100.00 | 46018.67 |
|        |                |   |        | 46018.67 |

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**MODIFICATION OF CONTRACT NO.: #09T000400J Judges Professional Liability Blanket Insurance PAGE 1 OF 2 PAGES**

|   |   |  |
|---|---|--|
| ISSUED BY:<br>PURCHASING OFFICE<br>314 W. 11TH ST., RM 400<br>AUSTIN, TX 78701  | PURCHASING AGENT ASST: <b>Oralia Jones</b><br>TEL. NO: (512) 854-9700<br>FAX NO: (512) 854-9185 | DATE PREPARED:<br><b>November 10, 2009</b>                         |
| ISSUED TO:<br><b>Herbert L. Jamison &amp; Co. L.L.C.</b><br><b>Attn: Louis F. Barbaro</b><br><b>100 Executive Drive Suite 200</b><br><b>West Orange, N. J. 07052-3362</b> | MODIFICATION NO.:<br><br><b>1</b>   | EXECUTED DATE OF ORIGINAL CONTRACT:<br><br><b>December 2, 2008</b> |
| ORIGINAL CONTRACT TERM DATES: <u>12/1/2008—11/30/2009</u>   |   | CURRENT CONTRACT TERM DATES: <u>12/1/2009—11/30/2010</u>           |

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$48,440.70 Current Modified Amount \$46,018.67

**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.

This amendment number one is made by the following parties: Herbert L. Jamison & Co. L. L.C. ("Company") and Travis County, Texas ("County").

**RECITALS:**

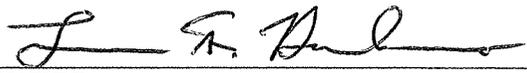
County and Company entered into a contract to provide judges' professional liability blanket insurance coverage to district and county judges that began December 1, 2008 and ended November 30, 2009 ("Initial Contract").

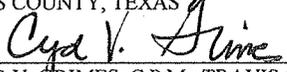
County issued RFP P090325-OJ in 2009 and Company submitted the best negotiated response. This response is the basis of the First Novation of the Initial Contract in this Modification 1. The First Novation extends the Initial Contract for another one-year term.

**AGREEMENT TO AMEND CONTRACT**

1. CHANGE IN TERM
  - 1.01 Pursuant to Attachment A. section 14.01, section 7. is deleted and the following is inserted in its place:
    7. Term of Contract The initial term of coverage is from 12:01 a.m., December 1, 2008 through 12:01 a.m., December 1, 2009. The term of the first renewal coverage is from 12:01 a.m., December 1, 2009 through 12:01 a.m., December 1, 2010. There are no options to extend this contract and the total period of this Contract shall not exceed a maximum combined period of two years.

**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.

|  |   |
|--|---|
| <b>Herbert L. Jamison &amp; Co. L.L.C.</b><br><br>BY: <br>SIGNATURE<br>PRINT NAME: <u>LOUIS F. BARBARO, SENIOR VICE PRESIDENT</u><br>TITLE: Policy Registrar, ITS DULY AUTHORIZED AGENT | <input type="checkbox"/> DBA<br><input type="checkbox"/> CORPORATION<br><input checked="" type="checkbox"/> OTHER <u>L.L.C.</u> |
|  | DATE:<br><u>11/13/2009</u>  |

|  |                          |
|--|--------------------------|
| TRAVIS COUNTY, TEXAS<br>BY: <br>CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT | DATE:<br><u>11/17/09</u> |
|--|--------------------------|

|  |       |
|--|-------|
| TRAVIS COUNTY, TEXAS<br><br>BY: _____<br>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE | DATE: |
|--|-------|

2. CHANGE IN PREMIUM

2.01 Pursuant to Attachment A. section 14.01, section 8. is deleted and the following is inserted in its place:

8. Premium

8.1 The annual premium shall be \$1,320 per judge insured on the effective date of coverage for the initial term. The minimum premium for the initial term shall be \$46,200.00 for coverage of 35 judges. In addition, County shall pay the Texas surplus lines tax of 4.85%.

8.2 The annual premium shall be \$1,254 per judge insured on the effective date of coverage for the first renewal term. The minimum premium for the first renewal term shall be \$43,890.00 for coverage of 35 judges. In addition, County shall pay the Texas surplus lines tax of 4.85% in the amount of \$2,128.67.

3. CHANGE IN ISSUANCE OF BINDER AND POLICY

3.01 Pursuant to Attachment A. section 14.01, section 12. is deleted and the following is inserted in its place:

12.0 Issuance of Binder and Policy A binder confirming coverage for the first renewal term that is accepted by the County is to be delivered to County Risk Manager as soon as practical after acceptance by the County, but not later than **December 1, 2009**. A binder confirming coverage for the initial term that is accepted by the County is to be delivered to County Risk Manager as soon as practical after acceptance by the County, but not later than **December 3, 2008**. Payment of the minimum premium due for the term shall be made by the County no later that 30 days after issuance of the binder for the policy and a detailed invoice in compliance with this contract. No later than 30 days after the date the Initial Contract is approved by Commissioners Court, Contractor shall deliver the policy to County Risk Manager, for review and acceptance by the County Risk Manager. If the Contractor is unable to deliver the policy within thirty (30) days, the Contractor must submit a written explanation and proof that the policy has been requested from the carrier.

4.0 INCORPORATION OF CONTRACT AND EFFECTIVE DATE

4.01 Company and County hereby incorporate this amendment into the Initial Contract. Company and County hereby ratify all of the terms and conditions of the Initial Contract as amended.

4.02 The changes to the Initial Contract and rates stated in this Modification 1 are effective on December 1, 2009.



TRAVIS COUNTY PURCHASING OFFICE  
Cyd V. Grimes, C.P.M., Purchasing Agent

21

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes* 11/17/09

**Voting Session: Tuesday, November 24, 2009**

**REQUESTED ACTION: REJECT ALL BIDS RECEIVED FOR IFB B100005-LC, PANASONIC P2 CARDS. (TCSO/ITS)**

**Points of Contact:**

- Purchasing:** Lori Clyde, 854-4205
- Department:** TCSO, Robert Mills, ITS, Jonathan Haenning, 854-6426
- 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.

After reviewing the twenty-one bids received in response to this solicitation, it has been determined that the BuyBoard price is less expensive than the lowest responsive bid received. It is recommended that all bids be rejected and that we purchase these cards through the BuyBoard.

By purchasing through the BuyBoard, the County will save approximately \$600 per card. The DIR contract price is \$1147.00, the lowest responsive bid price is \$734.00 and the BuyBoard price is \$548.96. This will save the taxpayers over \$43,200 on the purchase of seventy-two data cards, with additional savings above the needed seventy-two.

➤ **Solicitation-Related Information:**

|                               |                                 |
|-------------------------------|---------------------------------|
| Solicitations Sent: <u>74</u> | Responses Received: <u>21</u>   |
| HUB Information: <u>N/A</u>   | % HUB Subcontractor: <u>N/A</u> |

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON: \_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



Item 23

**TRAVIS COUNTY PURCHASING OFFICE**

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

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

Approved by: \_\_\_\_\_

---

**Voting Session: Tuesday, November 24, 2009**

- A. APPROVE REVISED TRAVIS COUNTY PURCHASING POLICY AND PROCEDURE MANUAL, TO REPLACE CHAPTER 32 OF THE TRAVIS COUNTY CODE.
- B. AMEND TRAVIS COUNTY FIXED ASSET POLICY AND PROCEDURE MANUAL, TO REPLACE SECTION 4.6.1 OF CHAPTER 33 OF THE TRAVIS COUNTY CODE.
- 

***Points of Contact:***

**Purchasing:** Bonnie Floyd, Marvin Brice, Sylvia Lopez, Ron Dube

**County Attorney (when applicable):** John Hille, Barbara Wilson

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

The Purchasing Office brought these revisions to the Court in July 2009. At that time, the court did not approve two changes as highlighted below and requested that the County Attorney review the document. The County Attorney has now reviewed and provided input on changes. Those changes have been incorporated into the document.

A. The current version of the Purchasing Policies and Procedures Manual was approved by the Court in February 2006. The main change for this revision to the new manual is the increased bid limit from \$25,000 to \$50,000. House Bill 987 was signed by the Governor on 6-22-09, authorizing this increased bid limit. All references throughout the manual to \$25,000 have been changed to \$50,000. Other revisions to the manual include

- removal of all references related to providing procurement services to the Healthcare District
- revised HUB goals for Construction, Commodities, Professional Services and non-professional Services (Chapter 6)
- new sections on Disadvantaged Business Enterprises and Vendor Tracking System (Chapter 6)
- updated Recycling Policy language (Chapter 7)
- ~~authority for the Purchasing Agent to modify interlocal agreements, similar to authority for contracts (Chapter 7)~~ **Court disapproved**
- additional section on Ethical Procurement (Chapter 7)
- new section on Purchases made with Grant Funds (Chapter 7)

- removed reference to Quantum Merit as a non-automated purchase order (Chapter 8)
- new section dealing with Specific Authority of Purchasing Agent related to Request for Proposals as a result of the 2007 Legislative session (Chapter 11)
- revised section on Best Value Purchasing (Chapter 11)
- updated section on DIR purchases (Chapter 12)
- removal of references to Catalog Information Systems Vendor (CISV) purchases (Chapter 12)
- revised section dealing with Interlocal Agreements (Chapter 13)
- new section dealing with purchases made from Federal Supply Schedules (Chapter 13)
- new section on Exemption Orders (Chapter 16)
- ~~revised language on Unilateral Changes (Chapter 19)~~ **Court disapproved assignment of contracts authority**
- replacement of Appendix A, Travis County Hospital District Procurement Card Policies and Procedures Manual, with Travis County Purchasing Office Procurement Card Policies and Procedures Manual.

Throughout the revised manual are updates to website links and updates to outside agency or contractor names.

B. The current version of the Fixed Assets manual was also approved by the Court in February 2006. The Court's action today will incorporate the changes of House Bill 2859, signed by the Governor on 6-22-09, relating to notice requirements for a county selling surplus or salvage property on auctioneer's Internet auction site. It says that a county that contracts with an auctioneer licensed under Chapter 1802, Occupations Code, who uses an Internet auction site offering online bidding through the Internet to sell surplus or salvage property, under this subchapter and having an estimated value of not more than \$500 shall satisfy the notice requirement under this section by posting the property on the site for at least 10 days unless the property is sold before the 10th day.

The Purchasing Office recommends approval of both actions at this time.

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



# Travis County

## Purchasing Policy and Procedures Manual



**Office of the Travis County Purchasing Agent**

**November 2009**  
(Originally Adopted January 1996)  
(Revised February 2006)

## Travis County Purchasing Policy and Procedures Table of Contents

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## Chapter 1: Introduction

- Background** This manual provides county departments enough information to make decisions necessary to request the purchase of goods and services needed to perform the functions of their offices effectively.
- Mission** The mission of the Travis County Purchasing Office is to:
- Ensure compliance with the County Purchasing Act as well as other state and federal laws applying to county purchasing;
  - Provide all vendors, including HUBS equal access to, the competitive process for the acquisition of goods and services by County;
  - Provide an ongoing supply of quality goods and services to all County offices;
  - Account for all County assets through an effective fixed asset management system; and
  - Protect the interests of Travis County taxpayers without regard to any undue influence or political pressures.
- Goals of Public Purchasing** Public purchasing has several goals including:
- purchasing the proper goods and services;
  - obtaining the best possible price for the goods or services, without sacrificing the quality needed;
  - ensuring a continuing supply of goods and services are available where and when needed; and
  - guarding against the misappropriation of County assets that have been acquired through the procurement process.
- Public purchasing must also ensure:
- **Responsible bidders are given a fair opportunity to compete for the County's business.** This can be accomplished by abiding by statutory requirements regarding competitive bids and proposals, and by the County's purchasing policy.
  - **Public funds are safeguarded.** Although the Purchasing Office does not usually designate the types of purchases to be made, it should attempt to see that the best value is received for the public dollar.
  - **Public spending is not used to enrich elected officials or County employees, or to confer favors.** Adoption and implementation of a code of ethics and employee training and awareness of their responsibilities in the public purchasing area accomplish this.
  - **Historically underutilized businesses (minority and women-owned) have an equal opportunity in the contract awards process.** Travis County achieves this through the implementation of its Historically Underutilized Business (HUB) program

and by requiring all vendors to make a "good faith effort" to use HUBs whenever possible.

Travis County Commissioners Court has adopted a centralized purchasing function that provides many benefits:

- It allows for the consolidation of smaller purchases by individual departments into larger purchases for the entire county, resulting in lower unit prices and savings;
- Vendors and the business community have a single, central link to the county procurement process to facilitate consistent communication and understanding;
- Purchasing Office personnel accumulate a solid foundation of knowledge and experience about purchasing, marketing trends, prices, and vendors. This expertise assists using departments to save money by better defining their needs. It also promotes a more efficient procurement process; and
- Centralized expertise puts the purchasing processes on a professional footing and inspires public confidence in the actions of the County.

#### **Other Duties**

In addition to the above, the Purchasing Office is responsible for:

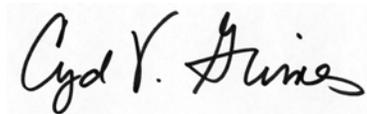
- Historically Underutilized Business (HUB) Program
- Interlocal Purchasing Agreements and Cooperative Purchasing Agreements
- Fixed Asset and Warehouse Management
- Disposition of Seized and Abandoned Property
- Auctions of Surplus and Salvaged Property

The Purchasing Office is committed to promoting effective, professional, and consistent procurement in Travis County, as well as championing the public perception that tax dollars are wisely spent.

This purchasing manual is not static. Purchasing procedures in Travis County will change as needed, particularly evolving to incorporate technological advances and changing laws.

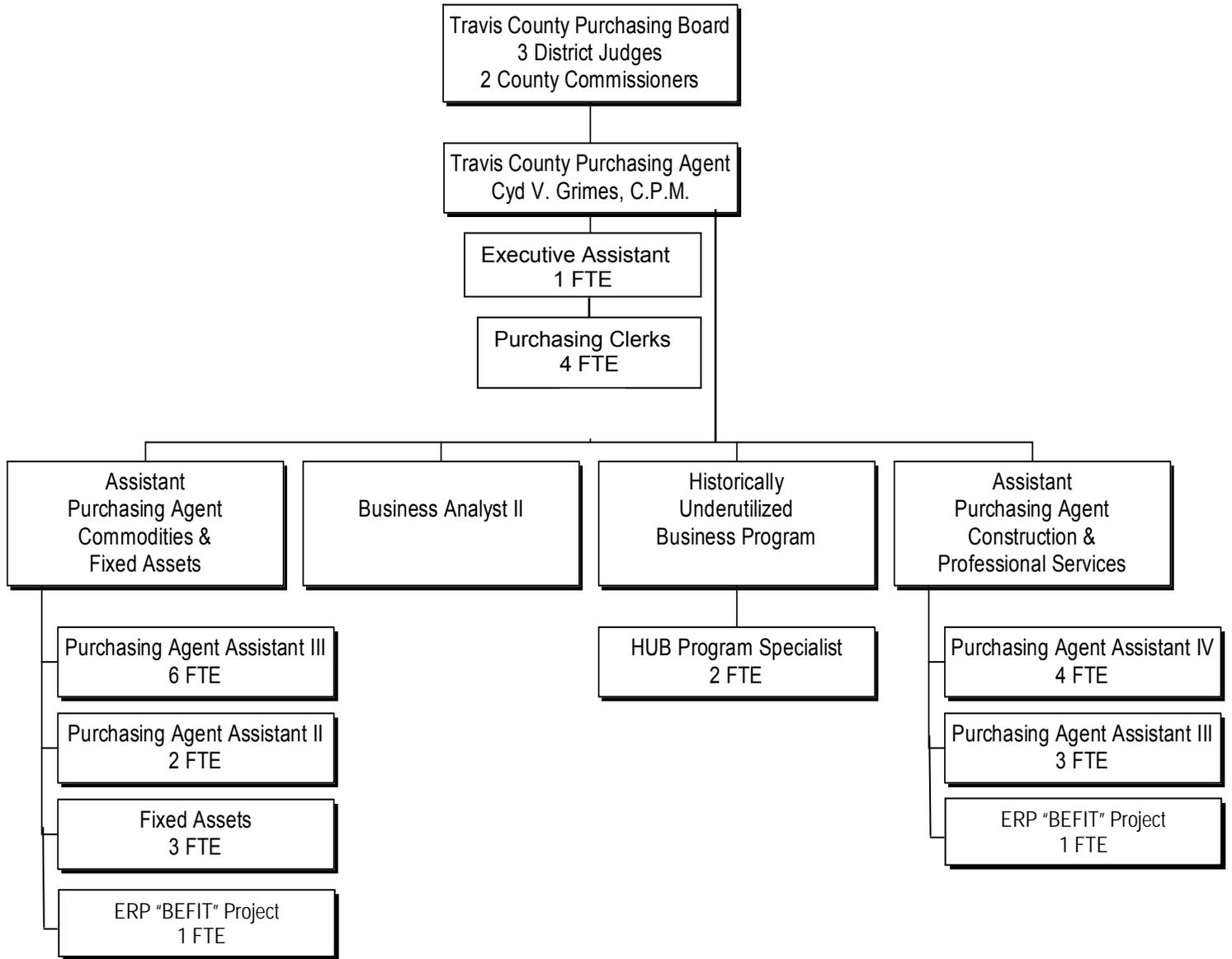
The organizational chart of the Purchasing Office is attached as Exhibit 1.

There are many terms that are used throughout this manual that pertain to purchasing activities. Definitions of key terms are found in Chapter 22.



Ms. Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

### Exhibit 1: Travis County Purchasing Office Organizational Chart



**Total Staffing:** 32 FTE Positions  
Revised: 7/4/09

## Chapter 2: Purchasing Authority and Policy

|                                      |  |
|--------------------------------------|--|
| <b>Purchasing Laws</b>               | <p>The Texas Legislature has enacted purchasing laws. It is the policy of Travis County, acting through its duly appointed Purchasing Agent, to fully comply in all aspects with these laws as they are amended from time to time.</p> <p>The Commissioners Court has directed the Purchasing Agent to provide a centralized purchasing structure.</p> <p>The Purchasing Office, as well as officials, executive managers and employees will provide equitable and competitive access to the County procurement process for all responsible vendors. Further, County procurement is conducted in a manner that promotes and fosters public confidence in the integrity of the County procurement process.</p>  |
| <b>Purchasing Policy</b>             | <p>The purpose of the County Purchasing policy is to:</p> <ul style="list-style-type: none"> <li>• Seek the best quality, lowest priced goods and services that meet the needs of County and its personnel;</li> <li>• Provide all responsible vendors and contractors, including HUBs, equitable access to servicing the needs of the County and its personnel through competitive acquisition of goods and services;</li> <li>• Comply with all federal and state laws that apply to county purchasing and comply with the policies and procedures in this manual;</li> <li>• Manage County assets and inventory so that replacement costs are minimized and County can account for all assets; and</li> <li>• Dispose of all surplus, salvage, seized and abandoned property in a manner that both provides the most benefit to the taxpayers of County and complies with the law.</li> </ul> |
| <b>Application</b>                   | <p>The Purchasing Act applies to all departments, all district, county, and precinct officials and employees and all subdivisions of all district, county, and precinct offices. The Purchasing Agent must purchase or lease all goods and services, including maintenance and repair, for all departments. The Purchasing Agent must perform all purchasing for all officials, County executive managers, employees, and precinct employees.</p> <p>These policies and procedures are adopted by the County Purchasing Agent and approved by the Commissioners Court under the authority of the Texas Local Government Code, Chapter 262.</p>   |
| <b>Effective Date</b>                | <p>These policies and procedures shall become effective upon approval by the Commissioners Court.</p>  |
| <b>Precedents and Interpretation</b> | <p>(a) These policies and procedures shall be interpreted liberally to accomplish their purpose.</p> <p>(b) If there is any conflict between the policies and procedures and a State law, or a rule adopted under a State law, the stricter of the two provisions prevails.</p> <p>(c) The masculine, feminine, and neuter genders shall be interpreted to include the other genders as required. The singular and plural shall be interpreted to include the other number as required.</p>  |

- (d) Headings and titles at the beginning of the various sections of these policies and procedures 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 interpreting these policies and procedures.
- (e) If any provision of these policies and procedures or the application of them to any person or circumstances is held invalid, the validity of the remainder of these policies and procedures and the application of them to other persons and circumstances shall not be affected.
- (f) In general, the Purchasing Agent interprets these policies and procedures but the Commissioners Court resolves any question about any interpretation of these policies and procedures when there is a conflict related to an area that is not within the statutory authority of the Purchasing Agent.

**Additional Resources**

For additional information, the following are listed as references:

- Comptroller of Public Accounts, State of Texas Cooperative Purchasing Manual  
[http://www.window.state.tx.us/procurement/prog/coop/coop\\_manual.pdf](http://www.window.state.tx.us/procurement/prog/coop/coop_manual.pdf)
- The State of Texas Contract Management Guide, Version 1.6  
<http://www.cpa.state.tx.us/procurement/pub/contractguide/>

### Chapter 3: Travis County Purchasing Code of Ethics

|                                 |   |
|---------------------------------|---|
| <b>Policy</b>                   | <p>It is the policy of Travis County that the following ethical principles govern the conduct of every employee involved, directly or indirectly, in the County procurement process.</p> <p>The following is adapted from the American Bar Association's 2000 Model Procurement Code for State and Local Governments:</p> <p><i>Public employment is a public trust. It is the policy of Travis County to promote the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without unnecessary obstacles to entering public service.</i></p> <p><i>Public employees must discharge their duties impartially so as to assure fair competitive access to County procurement by responsible contractors. Moreover, public employees should conduct themselves in such a manner that fosters public confidence in the integrity of the Travis County procurement process.</i></p> <p><i>To achieve the purpose of this policy, it is essential that those doing business with the Travis County Purchasing Office also observe the ethical standards prescribed in this policy.</i></p> |
| <b>Responsibility to County</b> | <p>Employees shall avoid activities that compromise or give the perception of compromising the best interests of Travis County. Employees shall not knowingly use confidential proprietary information for actual or anticipated personal gain.</p>   |
| <b>Conflict of Interest</b>     | <p>Employees shall avoid any activity that would create a conflict between their personal interests and the interest of Travis County. Conflicts exist in any relationship where the County's best interest may be different from the employee's best interests or the best interest of someone associated with the employee. Conflicts of interest include an employee participating in any way in any procurement in which:</p> <ul style="list-style-type: none"> <li>• The employee or any member of the employee's family has a financial interest in the results of the County procurement process;</li> <li>• A business or organization in which the employee, or any member of the employee's family, has a financial interest in the result of the County procurement process; or</li> <li>• Any other person, business, or organization with whom the employee or a member of the employee's family is negotiating for or has an arrangement concerning prospective employment.</li> </ul> <p>If conflicts of interest exist, the employee shall notify the Purchasing Agent in writing and remove him or herself from the County procurement process.</p>   |
| <b>Perception</b>               | <p>Employees shall avoid the appearance of unethical or compromising practices in relationships, actions, and communications associated with County procurement.</p>  |
| <b>Gratuities</b>               | <p>Employees shall not solicit or accept money, loans, gifts, favors, or anything of value, from present or potential contractors that might influence or appear to influence a purchasing decision. Generally, goods or services with a value of \$75 or less in the aggregate from a vendor during a year do not violate this prohibition unless they influence or appear to influence a specific purchasing decision. If anyone is in doubt about whether a specific transaction complies with this policy, the person should disclose the transaction to the Purchasing Agent for a determination of compliance.</p>  |

**Confidential Information**

Employees shall keep the proprietary information of vendors confidential. **Employees shall keep vendor proposal information obtained from a solicitation confidential until after contract award.**

**Confidentiality Memorandum**

The Travis County Purchasing Office uses a confidentiality memorandum (Exhibit 2) to ensure compliance with the ethics policy for keeping proprietary information confidential. Before the evaluation of confidential proposals, the Purchasing Office sends a memorandum to evaluation committee members for signature and certification. The memorandum contains the following requirements to which the evaluation committee member is expected to adhere during the course of the competitive process and **until an award is approved by the Commissioners Court:**

- All information in the vendor's response is to be kept confidential.
- No discussion of the proposal is to occur with anyone outside of the proposal evaluation committee members.
- Proposal responses are not to be reproduced and will be returned to the designated Purchasing Office staff after evaluation is completed.
- The Purchasing Office is the sole point of communication for any questions from vendors that arise during the evaluation. All questions and requests for information should be referred to the Purchasing Office. There should not be any discussions between evaluation committee members and vendors during the evaluation and award process.
- Evaluation committee members must be familiar with and read the Travis County Purchasing Code of Ethics and agree to comply with its requirements including reporting any potential conflict of interest, undue influence from vendors, or attempted communications from vendors during the evaluation process.

Compliance with the requirements outlined in the Confidentiality Memorandum is crucial. If proprietary information of any vendor is compromised during the procurement process, all proposals may be rejected.

**Exhibit 2: Example Travis County Confidentiality Memorandum**

|   |  |
|---|--|
|    | <b>TRAVIS COUNTY PURCHASING OFFICE</b><br><i>Cyd V. Grimes, C.P.M., Purchasing Agent</i>   |
|   | <small>314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185</small> |
| 13.1 MEMORANDUM   |  |
| TO:   | Proposal Evaluation Team Member  |
| FROM:   | Cyd Grimes, C.P.M.<br>County Purchasing Agent  |
| DATE:   | April 22, 2003   |
| SUBJECT:  | Request For Proposal (RFP) # P010355-FH, Widgets   |
| <p>In accordance with the County Purchasing Act, this project was issued as a competitive proposal, and, therefore, all information contained in the responses is to be kept <b>CONFIDENTIAL</b> until an award is approved by Commissioners Court.</p> <p>Until that time, and due to the confidential nature of these proposals, <b>no discussion of these proposals shall occur with anyone outside the Proposal Evaluation Committee members.</b> Proposal documents may not be reproduced for any reason and must be returned to (buyer's name) after the evaluation is complete.</p> <p>Certain information about the proposal, such as vendor name, is public information but may only be released by the Purchasing Office. <b>Please refer all questions or requests for information to the buyer.</b></p> <p><b>Please note that if any information about these proposals is compromised, it may be cause for rejection of all proposals.</b></p> <p>I understand the above information and instructions and agree to not reveal any content of any proposal to anyone outside the evaluation committee membership. I will not discuss the deliberations of the committee with anyone outside the evaluation committee. I will report any vendor contact concerning this evaluation process or any undue influence on my evaluation of proposals to the responsible buyer.</p> <p>Additionally, I have read the attached "Travis County Purchasing Code of Ethics", extracted from the Travis County Purchasing Policy and Procedures Manual, and agree to conduct myself in accordance with that code of ethics.</p> |  |
| _____<br>Signature of Evaluation Committee Member   | _____<br>Date  |
| Attached: Travis County Purchasing Code Of Ethics   |  |

## Chapter 4: Purchasing Agent Authority and Responsibilities

### Appointment

The Commissioners Court and the District Judges have created a Purchasing Board to implement a centralized purchasing structure and have given the Purchasing Office that mission. The Purchasing Board, composed of three District Judges and two members of the Commissioners Court, appoints the Purchasing Agent for Travis County to a two-year term and approves the budget for the Purchasing Office, including the Purchasing Agent's salary.

### Statutory Authority and Duties

Texas Local Government Code, Chapter 262, Subchapter B outlines the following duties for purchasing agents:

- The Purchasing Agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used by the County or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. **A person other than the Purchasing Agent may not purchase the supplies, materials, or equipment or make the contract for repairs.**
- The Purchasing Agent shall supervise all purchases made on competitive bid and shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract.
- A purchase made by the Purchasing Agent shall be paid for by a warrant drawn by the Auditor on funds in the County treasury in the manner provided by law. The Auditor may not draw and the County Treasurer may not honor a warrant for a purchase unless the purchase is made by the Purchasing Agent or on competitive bid as provided by law.
- On July 1 of each year, the Purchasing Agent shall file with the Auditor and each member of the Purchasing Board an inventory of all property on hand and belonging to the County and each subdivision, officer, and employee. The Auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.
- Subject to Commissioners Court approval, to prevent unnecessary purchases, the Purchasing Agent shall recommend the transfer of County goods that are not needed or used, from one department or employee, to another department or employee requiring the goods or the use of the goods. The Purchasing Agent shall furnish the Auditor a list of transferred goods.
- Subject to Commissioners Court approval, the Purchasing Agent shall adopt the rules and procedures necessary to implement the agent's duties.
- Rules and procedures adopted by the Purchasing Agent may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the Purchasing Agent.

### Additional Responsibilities

In addition to these statutory duties, the Purchasing Agent:

- Develops, implements, and manages the HUB program for the County;
- Develops, implements, and manages a Fixed Asset Management System;
- Encourages and supports compliance with Texas purchasing laws;
- Works in conjunction with the Auditor and other County officials in the development of efficient financial processes;
- Promotes local business participation in County procurement processes; and

- Provides the business community with a central link to County business.

## 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 (Purchasing Office may assist)                               |
| Define/finalize requirements   | User Department and Purchasing Office  |
| Submit electronic requisition outlining requirements to Purchasing                                 | User 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                                      | User Department (Purchasing Office coordinates, especially for fixed assets) |
| Electronically receive item in H.T.E. system and submit original invoice to Auditor's Office       | User 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, and may face criminal charges.
- **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.

- **Do not use purchasing strategies that violate the law to avoid competition.** Strategies that are prohibited by law include:
  - purchasing a series of component parts that would normally be purchased as a whole (component purchases);
  - purchasing items in a series of separate purchases that normally would be purchased as a single purchase (separate purchases); and
  - purchasing items over a period of time, that normally would be done as one purchase (sequential purchases).

A county officer or employee who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Texas Local Government Code, Section 262.023, is committing a Class B misdemeanor according to Texas Local Government Code, section 262.034(a).

- **Do not violate or authorize the violation of the Purchasing Act.** Any person who knowingly violates or authorizes the violation of the Purchasing Act and any county or precinct person who fails to use the Purchasing Agent for purchases, including an agent or employee of the County or of a department of the County commits a criminal offense which is a misdemeanor. Each act in violation of the law is a separate offense.
- **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. Purchasing does not process requisitions for which there is not adequate funding.
- **Plan purchases to minimize the use of emergency and expedited purchases.** Rush purchases are generally more expensive and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternative sources or options.
- **Plan purchases to allow sufficient time to process purchase requests.** The Purchasing Office is committed to processing all requisitions within a reasonable amount of time. In general, departments should allow 2–4 weeks for all non-contract purchases under \$50,000 and 6–8 weeks on all purchases requested over \$50,000 that are not covered by an existing contract. Contract requisitions are generally processed within one day of receipt.
- **Ensure that purchasing policies and procedures are understood before ordering.** Departments must assure that all employees responsible for making department purchase requests (“purchasing liaisons”) have read and understand the purchasing procedures in this manual. Departments should also ensure that liaisons attend any training provided by the Purchasing Office.
- **Coordinate with Purchasing on receipt of goods and services.** Since the County does not have centralized receiving, each department is responsible for individually receiving goods and services. Departments should contact the individual listed as the buyer on the purchase order to make Purchasing aware of vendor performance issues such as shortages, late delivery, or damaged merchandise. If the item received is a

fixed asset that must be tracked and reported, departments should contact the Fixed Asset Manager in Purchasing to coordinate tagging.

**Roles and Responsibilities**

There are specific roles and responsibilities for both user departments and the Purchasing Office during the competitive procurement process. They protect the integrity of the process and provide fair and equal access to all vendors seeking to do business with Travis County. Exhibit 4 outlines the primary roles and responsibilities.

**Exhibit 4: Purchasing Process Roles and Responsibilities**

| <b>Process</b>                                     | <b>User Department Role/Responsibility</b>  | <b>Purchasing Office Role/Responsibility</b>  |
|--|---|---|
| Requirements Definition/ Specification Development | <ol style="list-style-type: none"> <li>1. Identifies what is needed, when it is needed, the quantity needed and where it is needed and works with Purchasing Office to document need in writing a specification</li> <li>2. Ensures funding (budget) is available to support need</li> <li>3. Sends specification and requisition with funding to Purchasing Office</li> <li>4. Works with Purchasing Office to develop evaluation criteria/ formats (as applicable)</li> </ol>                                       | <ol style="list-style-type: none"> <li>1. Consults with User Department in development of specification and procurement process to be used</li> <li>2. Reviews specification to ensure that it is descriptive and specific but does not prevent competitive bidding of comparable goods</li> <li>3. Works with user department to develop evaluation criteria/formats (as applicable)</li> <li>4. Prepares agenda item for Commissioners Court (if applicable)</li> </ol>   |
| Solicitation                                       | <ol style="list-style-type: none"> <li>1. Reviews solicitation documents before issuance to ensure department needs are met</li> <li>2. Provides Purchasing Office with a list of potential vendors that can meet the solicitation requirements</li> <li>3. Provides technical clarifications to Purchasing Office if vendor questions arise</li> <li>4. Supports pre-solicitation conferences (as applicable)</li> </ol>   | <ol style="list-style-type: none"> <li>1. Develops solicitation documents based on specification and sends to user department for review before final issuance</li> <li>2. Issues solicitation to vendors on the vendor list (and those identified by user department)</li> <li>3. Advertises solicitation in accordance with State law</li> <li>4. Conducts pre-solicitation conferences (as applicable)</li> <li>5. Provides answers or clarifications to vendors before solicitation closes</li> <li>6. Receives and logs vendor responses</li> <li>7. Prepares responses for evaluation and sends to user department</li> </ol> |
| Evaluation and Negotiation (as applicable)         | <ol style="list-style-type: none"> <li>1. Evaluators from Department sign confidentiality memorandum and send to Purchasing Office (as applicable)</li> <li>2. Evaluates response based on established evaluation criteria and formats</li> <li>3. Completes evaluation and submits recommendation to Purchasing Office</li> <li>4. Works with Purchasing Office to develop negotiation strategy (as applicable)</li> <li>5. Participates as member of negotiating team to negotiate Best and Final Offers</li> </ol> | <ol style="list-style-type: none"> <li>1. Issues confidentiality memorandum to all evaluators before evaluation commences (as applicable)</li> <li>2. Supervises evaluation process to ensure consistent and fair application of evaluation criteria</li> <li>3. Acts as point of contact for evaluator requests and communications to vendors for additional information</li> <li>4. Compiles individual evaluation results and works with users to develop recommendation for award and prepares contract award agenda item for Commissioners Court <b>or</b></li> </ol>  |

| Process                         | User Department Role/Responsibility   | Purchasing Office Role/Responsibility   |
|---------------------------------|---|---|
|                                 | (BAFOs) (as applicable)<br>6. Works with Purchasing Office to co-develop final recommendation for award<br>7. Provides information to Purchasing Office (memorandum) to support contract award agenda development   | 5. Works with user department to develop negotiation strategy (as applicable)<br>6. Leads negotiating team to negotiate BAFOs (if applicable)<br>7. Receives BAFOs and co-develops final recommendation for award (if applicable) <b>and</b><br>8. Prepares contract award agenda request for Commissioners Court   |
| Contract Modifications          | 1. Request modifications in writing to Purchasing Office<br>2. Reviews draft and final modification to ensure it meets department needs   | 1. Evaluates modification request and works with user department to develop modifications<br>2. Coordinates with vendor and user department to develop draft modifications<br>3. Works with County Attorney to review and finalize modifications<br>4. Obtains appropriate signatures (vendor, attorney, etc.)<br>5. Either Purchasing Agent approves modifications or develops Commissioners Court agenda item for approval depending on type and amount of modification   |
| Contract Performance Monitoring | 1. Receives copy of contract and monitors vendor performance and delivery<br>2. Notifies Purchasing Office of non-performance and provides written documentation outlining details of non-performance (dates, description of problem, etc.)<br>3. Works with Purchasing Office to develop acceptable corrective actions (as applicable) | 1. Maintains complete contract file with supporting documentation during term of contract<br>2. Works with vendor to resolve performance issues as identified by user department<br>3. Develops corrective actions and timetables for completion to resolve performance issues and documents in contract file (as applicable)<br>4. Works with user department and County Attorney to terminate contract when necessary because of non-performance<br>5. Prepares contract termination agenda item for Commissioners Court action (if required) |

## Chapter 6: Historically Underutilized Business Program

**Policy** The policy of the Travis County Purchasing Office is to ensure a good faith effort is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business (M/WBE) goals adopted by the Travis County Commissioners Court.

The HUB Program policies and Minority and Woman-Owned Business goals shall be applicable to the eligible procurement dollars spent in the following areas:

- Purchase of supplies, materials, products, services, and equipment.
- Maintenance or service of County assets and property
- Contracts for professional and non-professional services
- Contracts for commodities, equipment, supplies or materials
- Contracts for repair or alteration of real property
- Contracts for the construction on real property
- Contracts for the repair or construction of roads, bridges, or other related structures and surfaces.

| Travis County HUB Goals | Construction | Commodities | Services | Professional Services |
|-------------------------|--------------|-------------|----------|-----------------------|
| African-American        | 1.7%         | 0.3%        | 2.5%     | 1.9%                  |
| Hispanic                | 9.7%         | 2.5%        | 9.9%     | 9.0%                  |
| Native/Asian American   | 2.3%         | 0.7%        | 1.7%     | 4.9%                  |
| WBE                     | 13.8%        | 6.2%        | 15.0%    | 15.8%                 |
| MBE                     | 13.7%        | 3.5%        | 14.1%    | 15.8%                 |

Each buyer shall, to the maximum extent practical, ensure the HUB goals are met through the award of purchase orders and contracts, in each area defined above, to certified HUBs. This is achieved through a systematic approach of soliciting quotes, bids, and proposals from certified HUBs.

**Informal Solicitations** For solicitations up to \$2,499, the Purchasing Office solicits a quote from a certified HUB, if possible. For a solicitation from \$2,500 to \$50,000, the Purchasing Office requires at least three informal quotes, one of which must be from a certified HUB.

**Formal Solicitations** The Purchasing Office uses a third party vendor to maintain the Bidders List. All registered vendors within a specific commodity and sub-commodity category are solicited. All HUB vendors are encouraged to register with the third party vendor so they are included in formal solicitations within the commodity code they select.

**Eligibility**

Travis County does not certify HUB vendors. HUB vendors must complete the certification process with the State of Texas Comptroller of Public Accounts, the City of Austin, or Texas Unified Certification Program. The vendor must hold a current valid certification from one of these entities.

Travis County may review the certification status of any vendor applying to do business with the County. This review determines the validity and authenticity of the vendor's certification as a HUB. The Travis County HUB Coordinator works in conjunction with the various certifying agencies to conduct random audits of those vendors representing themselves as certified HUBs. If a vendor representing itself as a certified HUB does not meet the requirements of the certifying agency, the vendor may be disqualified as a certified HUB with Travis County.

**Outreach Efforts**

Outreach activities help educate the HUB community on the logistics of doing business with Travis County. The marketing and outreach programs entail:

- Conducting workshops and seminars on the HUB Program and how it can help the HUB Entrepreneur be an active participant in the Travis County procurement process.
- Identifying certifying agencies accepted by Travis County, and
- Providing overall assistance to HUBs in various areas as required, within the limits of the Purchasing Act.

**Good Faith Effort for Construction Projects**

Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.

The Prime Contractor shall comply with the following criteria:

1. Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
2. Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation. The notification shall include:
  - Adequate information about the project and intended subcontracting work (i.e. plans and specifications, scope of work).
  - Bonding and insurance requirements of HUB subcontractor
  - A point of contact within the Prime Contractor's organization that can answer any questions a HUB may have about the project.
3. Provide written notice and explanations to the Purchasing Agent or HUB Coordinator if the Prime Contractor is unable to meet the required goal for HUB subcontractor participation, and why the goal was not met.
4. Negotiate in good faith with interested HUBs, not rejecting bids from HUBs that qualify as lowest, responsive and responsible bidders.
5. Use the services of minority or women trade organizations or development centers to disseminate the subcontracting opportunities to their membership and participants.

6. Communicate to the Purchasing Agent when no HUB participation is achieved and include reasons why.
7. Obtain pre-approval from the Purchasing Agent or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.

The HUB Coordinator provides a list of certified HUBs, upon request, to any prime contractor experiencing difficulty locating certified HUBs to fulfill their subcontracting goals,

### **Reporting**

Prime Contractors report all payments to subcontractors to the Purchasing Office. Payments made to all subcontractors are tracked on a monthly basis. A semi-annual report including information on contracts awarded to HUBs and payments made to those contractors and subcontractors is provided to the Commissioners Court.

### **Disadvantaged Business Enterprise**

To qualify as a sub-recipient of federal funds for the design and construction of various public work projects, the County is required to implement a federally compliant Disadvantaged Business Enterprise (DBE) Program as established in 49CFR Part 26, or partner with another governmental agency's DBE Program. This policy was established to ensure DBE's had the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

### **Vendor Tracking System**

The Vendor Tracking System (VTS) is a web-based paperless system used to route and verify subcontracting payments made to certified HUBs for any subcontracting tier-level, specifically for construction and professional services contracts.

## Chapter 7: Other General Purchasing Policies

### **Standard Contract Terms and Conditions**

The Commissioners Court directs the Purchasing Agent to include a provision in County contracts that allows the County to pay the Travis County Tax Assessor-Collector directly any sums due as a result of tax delinquencies by any Contractor from sums due to the Contractor instead of paying the Contractor.

A Dispute Resolution Clause is included in County contracts, except Right Of Way (ROW) contracts and contracts with state and federal agencies.

All purchasing contracts must have a place for the Purchasing Agent, the County Auditor, and the County Attorney to sign to indicate that the contract has been reviewed. The Purchasing Agent must review the contract for compliance with purchasing procedures. The County Auditor must verify that there are funds available for the contract. The County Attorney must review the contract for compliance with the law and Commissioners Court policies.

### **County Auditor Funds Verification**

According to Texas Local Government Code, section 111.093, the County Auditor shall:

- Charge all purchase orders, requisitions, contracts, and salary and labor allowances to the appropriate account, and
- Certify the budget contains an ample provision for the obligations and that funds are or will be available to pay each obligation when due.

### **ITS Review of Data Processing Equipment**

The Information and Telecommunications Systems Department (ITS) reviews all purchase requests made by departments for software, hardware and other data processing equipment and provides a written assessment to the requesting department, Purchasing Office, and Commissioners Court before court approval. This procedure is to ensure compatibility and standardization. ITS may provide the Purchasing Agent with a list of the goods and services that have been pre-approved and need no additional review. To purchase any other data processing goods or services, the User Department must obtain ITS approval.

### **Records Management Review of Storage Equipment**

Before purchase, the Records Management and Communications Resources Department (RMCR) reviews requests of record storage equipment (filing cabinets, shelving, etc.), filing supplies (file folders, filing systems), microfilm and micrographic equipment and other emerging record storage technologies. This procedure is to ensure compatibility and standardization.

### **Facilities Management Review**

When new equipment is being acquired, the Facilities Management Department provides a statement about whether adequate space and other facilities resources necessary for the proper operation of the equipment are available in a place accessible to the department requesting it.

### **Recycling Policy**

Travis County departments are encouraged to expend a minimum of 8% of annual purchasing budgets for environmentally preferable products which achieve conservation benefits. Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

The purchase and use of products and services can have a profound impact on the

environment. The Travis County Purchasing Office recognizes the positive impact that it can make on the environment through the purchasing decisions that staff make. It is the intent of the Purchasing Office to integrate environmental considerations into every aspect of acquisition. Although the environment may not be the core of our professional mission, the integration of these factors will result in economic, health, and environmental gains that will further our goals.

In this manual, recycling means the processing of used materials into new products to save resources and energy, and the collection, storage and transportation of those materials from the initial user. Examples of recycled products include remanufactured toner cartridges, re-refined motor oil, recycled content paper, etc.

The Purchasing Office shall:

- seek to reduce the environmental damages associated with purchases by increasing acquisition of environmentally preferable products and services to the extent feasible, consistent with price, performance, availability, and safety considerations;
- Take environmental factors into account as early as possible in the planning and decision-making process;
- share responsibility for environmentally preferable purchasing with departmental staff;
- provide user departments with information to facilitate their purchase of designated products that are reputed to perform well and inform them of their responsibilities;
- revise minimum content standards as necessary to ensure that designated products contain the maximum practical amount of recovered material and are consistent with guidelines and regulations promulgated by the United States Environmental Protection Agency, and other Federal and State agencies;
- ensure that environmentally preferable products are designated whenever practicable;
- encourage vendors to give consideration to recycled boxes, water soluble peanuts, and other products that replace bubble wrap and petroleum based peanuts which are harmful to the environment; and
- Consider environmental factors in selecting products, including life cycle analysis of pollutant releases, waste generation, recycled content, energy consumption, depletion of natural resources, and potential impact on human health and the environment.

Contractors performing services for County are required to comply with all applicable waste management law. Requirements of the Waste Management Program of the Travis County Transportation and Natural Resources Department which are not specifically required by law are incorporated into service contracts and commodities specifications whenever this inclusion meets the Program Feasibility Criteria.

### **Risk Management Coverage**

When departments sustain loss or damage to goods or buildings, and funding for replacement or repair is coordinated through the Risk Management department, the actual purchase is processed by the Purchasing Office. Additionally, an Inventory Form is completed by the department and forwarded to the Fixed Asset Manager so that inventory files can be updated if applicable.

**After Hours  
Emergency  
Purchases**

Each department must have written internal procedures for emergency purchases less than \$50,000 that occur after regular work hours. Those procedures must be approved in advance by the Purchasing Agent.

The internal department procedure should require that department employees contact their financial officer or other designated person for approval. On the first working day after the purchase, the department must enter a purchase requisition into the H.T.E. system and provide written documentation to the Purchasing Agent. If the Purchasing Agent has not approved procedures for emergency purchases for a department, the department must wait until the next working day to make the purchase.

**Interlocal  
Agreements**

All interlocal agreements that involve purchase of goods, services, repair, or maintenance agreements must be approved in writing by the Purchasing Agent before being submitted to Commissioners Court for approval. Interlocal agreements approved by the Purchasing Agent are assigned a number and entered into the H.T.E. system for tracking and payment purposes. Other Interlocal Agreements may be added to the H.T.E. system on request.

**Bonding  
Requirements**

Bonds for construction contracts are dealt with in chapter 15. For all other contracts, the Purchasing Agent determines whether a bond of any sort is required.

**Bid bonds** are not required for contracts that are less than \$100,000. Bid bonds are not required from any bidder or proponent whose rates are subject to regulation by a state agency.

**Bid bonds** may be requested for the construction of public works, or for a contract exceeding \$100,000. The county may require the bidder to furnish a good and sufficient bid bond in the amount of 5% of the total contract price. A surety company authorized to do business in Texas must execute the bond.

If a bid bond is **not** required by law, the Purchasing Agent may accept a Letter of Credit in place of a bid bond on the following conditions:

- the County Attorney reviews and acknowledges in writing the legal sufficiency of using a Letter of Credit for this contract,
- the County Attorney reviews and acknowledges in writing the legal sufficiency of the terms of the proposed Letter of Credit, and
- the Purchasing Agent has verified the acceptability of the financial condition of the institution providing the Letter of Credit.

**Performance bonds** are not usually required for contracts that are less than \$50,000, but may be required at the Purchasing Agent's discretion. Performance Bonds are not required from any bidder or proponent whose rates are subject to regulation by a state agency. If the Purchasing Agent decides that a performance bond is required for a particular contract, the solicitation states a performance bond in the full amount of the contract price is required and that it must be executed by a surety company authorized to do business in Texas before the Contractor commences work and within 30 days after the notice of contract award is sent to the Contractor.

If a performance bond is **not** required by law, the Purchasing Agent may accept a Letter of Credit in place of a performance bond or a bond to cover the repurchase price of equipment on the following conditions:

- the County Attorney reviews and acknowledges in writing the legal sufficiency of using a Letter of Credit for this contract,
- the County Attorney reviews and acknowledges in writing the legal sufficiency of the terms of the proposed Letter of Credit, and
- the Purchasing Agent has verified the acceptability of the financial condition of the institution providing the Letter of Credit.

In a contract for the purchase of earth moving, material-handling, road maintenance or construction equipment, the Commissioners Court may require the contractor to furnish a bond to the County to cover the repurchase costs of the equipment.

A **payment bond** shall be required on all public works projects exceeding \$25,000.

If a payment bond is **not** required by law, the Purchasing Agent may accept a Letter of Credit in place of a payment bond on the following conditions:

- the County Attorney reviews and acknowledges in writing the legal sufficiency of using a Letter of Credit for this contract,
- the County Attorney reviews and acknowledges in writing the legal sufficiency of the terms of the proposed Letter of Credit, and
- the Purchasing Agent has verified the acceptability of the financial condition of the institution providing the Letter of Credit.

### **Best Value**

Best Value is a method of evaluating the price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the best and lowest overall life cycle cost proposal taking into consideration various factors depending on what is being procured. Factors specific to the product or service that may be considered include:

- initial purchase price
- on-going maintenance and operating cost
- expected life of the product or service
- capacity for expanding and/or upgrading product or service (such as in software and hardware purchases)
- reliability factors
- level of training required by county staff
- level of technical support required by county staff
- reputation of proposer
- compliance with the County's contractual terms and conditions

### **Consideration of Safety Records**

If the IFB states that the safety record may be considered in determining the responsibility of the bidder and includes the Safety Record Questionnaire in its Appendix, County takes into account the bidder's safety record in determining the responsible bidder. The safety

record includes compliance with requirements for the safety of the environment. In relation to the safety record, bidder includes not only the bidder; but also the firm, corporation, partnership or institution represented by the bidder; or anyone acting for such a firm, corporation, partnership, or institution.

The definition and criteria for determining the safety record of a bidder are as follows:

1. If the bidder reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.
2. If the bidder reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder.

Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency, the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

3. If the bidder reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

### **Electronic Transactions**

For IFB solicitations and certain other contracts selected by the Purchasing Agent, vendors may submit their response electronically through the third party vendor selected by the Purchasing Agent. That vendor is currently BidSync at [www.bidsync.com](http://www.bidsync.com). Responses may be electronically signed and the ethics affidavit may be electronically sworn. All electronic transactions must comply with the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and all other applicable law.

### **Vendor List**

The Purchasing Office maintains a list of vendors who have requested that they be sent notices of advertised solicitations. The vendor list is categorized by the commodity and sub-commodity codes for the goods and services that the vendor has indicated it is capable of providing. The Purchasing Office utilizes a third party vendor for maintenance of the vendor list and publication of solicitations. Vendors interested in participating in County solicitations may register with [www.bidsync.com](http://www.bidsync.com).

As a courtesy to vendors and as a means of encouraging competition, notification of each solicitation is provided to appropriate vendors. Notices of solicitations are sent by a variety of methods including e-mail and facsimile transmission whenever the vendor has provided appropriate contact information. The Purchasing Office also advertises solicitations on the

County's access television channel and on the County Purchasing website at <http://www.co.travis.tx.us/purchasing/solicitation.asp>, and in newspapers of general circulation as required by law.

**Prepayments and Advance Payments**

Generally, prepayment is not authorized for any purchase of supplies, materials, equipment or services. Exceptions are:

- Library materials
- Merchandise purchased from federal and state agencies
- Realty rental
- Subscriptions
- Rental fee for meeting rooms
- Annual maintenance agreements for information technology
- Tuition to an institution of higher education
- Training and Travel expenses per budget rules
- Other prepayments as authorized by the County Auditor

**Ethical Procurement**

Travis County departments are encouraged to do business with companies who adhere to the federal and state labor law and regulations including but not limited to:

- The Fair Labor Standards Act through limiting child labor, requiring payment for overtime work and establishing a minimum wage.
- The Occupational Health and Safety Act which requires safe working practices and procedures in all projects.
- Any state or federal law prohibiting discrimination or harassment based on age, gender, race, religion, or national origin in the work place.

Travis County, including the Purchasing Office, is strongly committed to upholding these beliefs in ethical and humane business practices.

**Grant Funded purchases**

Grants should be administered via a written contractual agreement between the County and the party providing the service. Government Code Sec. 2261.002(1) includes grants in its definition of a contract unless certain criteria are met. All purchases made with grant monies will comply with the terms and conditions of the grant, as well as the County's procedures regarding all purchases. The department is responsible to provide the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner. Grants often have short time frames to meet.

## Chapter 8: The Requisitioning Process

|                                       |  |
|---------------------------------------|--|
| <b>Definition</b>                     | Requisitioning is the formal request for a purchase to be made. It is the first step after the need for goods or services is recognized.   |
| <b>Purpose</b>                        | The department's purchase requisition authorizes the Purchasing Office to enter into a contract with a vendor to purchase goods or services. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.   |
| <b>Policy</b>                         | <p>Travis County uses an automated requisitioning system, commonly referred to as the H.T.E. system. Based on pre-established budget line items, the user department enters purchase requisitions into the H.T.E. system. Adequate budget funds must be available in the departmental line items before the Purchasing Office can purchase the requested goods and services. Manual requisitions and purchase orders are not acceptable, unless the Purchasing Agent has approved the manual process in writing.</p> <p>The only exceptions to automated purchase orders are the Requests of Payment processed directly by the Auditor's Office for the following goods or services:</p> <ul style="list-style-type: none"> <li>• Utilities,</li> <li>• cellular telephones,</li> <li>• attorney's vouchers,</li> <li>• foster parents,</li> <li>• specified court related expenditures,</li> <li>• routine duty travel,</li> <li>• long distance trunk lines,</li> <li>• travel, meals, and lodging,</li> <li>• appropriations to other governments,</li> <li>• RSVP mileage</li> <li>• Training and seminars</li> <li>• Risk Management claims</li> <li>• Purchases not required by statute to be processed by the Purchasing Agent</li> </ul> |
| <b>Procedure</b>                      | <p>Purchase requisitions should fully describe what to buy, when it is required, and where the goods are to be delivered or the services are to be performed. For contract items, the H.T.E. system "builds" the description of the item from a pre-loaded contract. For non-contract or "open market" requisitions, the user department needs to "build" a complete description of the item(s) needed. Exhibit 5 identifies the information and steps the user department should follow to obtain the full descriptive information needed to process open market requisitions expeditiously. The information should be researched and obtained <b>before</b> the user department enters a requisition in the H.T.E. system.</p> <p>After the Purchasing Office receives a purchase requisition, it determines the appropriate purchasing method based on the cost of the purchase, the goods and services to be purchased, the existing contracts for goods and services and other relevant factors.</p> <p>Specific instructions on entering purchase requisitions into the automated H.T.E. system are not covered in this manual. The user department can contact the Purchasing Office for training.</p>                                    |
| <b>Types of Purchase Requisitions</b> | The Purchasing Office classifies purchase requisitions according to the type of action and the time required for the purchase. There are four types: contract, routine, expedited, and emergency.  |

- **Contract Requisitions** - Normal purchases of items ordered from existing contracts that are loaded in the H.T.E. system. Contract requisitions generally require one working day to process.
- **Routine** – Normal purchases under \$50,000 that are not under contract (i.e. “open market” requisitions). These generally require 2 to 4 weeks to process.
- **Expedited** - Open market purchases where the goods or services are needed sooner than the routine cycle time. Expedited purchases generally do not qualify as emergency purchases and are subject to all applicable bidding requirements. Expedited purchase requisitions require 1 to 3 working days to process. They are goods or services needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal work routine. **They should not be used unless absolutely required.** There are two types of expedited purchase requisitions:
  - **Walk Through** – Open market purchases for goods or services needed within three working days to avoid work interruption, loss of service or significant added cost of operations. The user department should hand-carry all paperwork to the Purchasing Office immediately after entering the purchase requisition into the H.T.E. system.
  - **Work Stoppage** – Open market purchases for goods or services needed immediately to prevent work stoppage due to unanticipated conditions. The user department should telephone or e-mail the Purchasing Office immediately upon entering the purchase requisition into the H.T.E. system and should also provide written documentation of the existence of a work stoppage for the contract file (written comments in the requisition or e-mail justification from department head, executive manager or designee are acceptable documentation). The Purchasing Office instructs the user department on what action to take.
- **Emergency** - Emergency means circumstances where an immediate response is required for the safety of persons or property. Emergency purchases with a total cost under \$50,000 are handled like an expedited purchase requisition. The user department should immediately contact the Purchasing Agent so that proper action can be initiated immediately.

**Note:** Cycle time to process a requisition refers to the time between when a purchase requisition is received in the Purchasing Office and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the Purchasing Office or the user department to make corrections to budget line item accounts, commodity codes, and similar actions associated with a purchase that are not processed by the Purchasing Office.

**Reminder:** It is the department’s responsibility to follow their requisition to make sure it is released from the Auditor’s queue. Time the requisition may spend in the Auditor’s queue is not included in cycle time.

**Exhibit 5: Open Market Requisition Checklist**

| Step  | Reference Source:  |
|---|--|
| Identify the commodity and sub-commodity code for the item(s) to determine the accounting line item(s) to be used and ensure that there are sufficient budgeted funds available. Perform budget transfer if necessary, before submitting requisition.   | H.T.E. system (purchasing module for commodity/sub-commodity and financial module for account line item balances)  |
| Find the desired item(s) and obtain the following information:<br><ul style="list-style-type: none"> <li>✓ Manufacturer Name (e.g. Dell)</li> <li>✓ Model Number (e.g. Pentium series II, model Number 135867)</li> <li>✓ Unit of measure (e.g. each)</li> <li>✓ Unit price, quantity, and total price</li> <li>✓ Item description (complete description with as much detail as possible)</li> </ul>  | Vendor catalog, Internet research<br><br><b>Helpful hint:</b> copy the model description information from the source and either type it in the requisition or forward via interoffice mail or e-mail to purchasing. Also, identify where you got the information (e.g. Office Depot catalog p.22 or online at <a href="http://www.officedepot.com">www.officedepot.com</a> , item xxx) |
| Obtain the full description for the item(s) being purchased. <b>Example of full description (file cabinet):</b><br>File Cabinet, Vertical, 2 Drawer, Letter Size, Dimensions 27 3/4"H x 17 11/16"W x 25"D, Color: Steel Gray<br>Shipping Weight: 320 Lb.<br>MFG: FireKing P/N FK25<br>(seen online at Office Depot catalog)   | Vendor catalog, Internet research  |
| Check the vendor name to see if the vendor exists in the H.T.E. system and verify the vendor number. If the vendor does not exist, obtain the following to enter into requisition comments:<br><ul style="list-style-type: none"> <li>✓ Vendor name</li> <li>✓ Vendor address</li> <li>✓ Vendor telephone number</li> <li>✓ Vendor point of contact (who you talked with to get product information)</li> <li>✓ HUB status (ethnicity, gender, expiration date)</li> </ul>                          | H.T.E. Purchasing module (requisition function)  |
| Identify shipping and delivery information including:<br><ul style="list-style-type: none"> <li>✓ Date required</li> <li>✓ Shipping (determine if it is included in price or is a separate item)</li> <li>✓ Department point of contact to whom item will be delivered</li> <li>✓ The "Ship to" location</li> <li>✓ Any specific delivery instructions (location, time of day etc.)</li> <li>✓ Any special options that are available, but not part of description (color, fabric, etc.)</li> </ul> | H.T.E. Purchasing module (requisition function)  |

## Chapter 9: Open Market Purchases Under \$50,000

|                                   |   |
|-----------------------------------|---|
| <b>Policy</b>                     | For open market purchases of goods and services totaling less than \$50,000, the Purchasing Agent is authorized to select the exact goods or services to meet the requests of user departments. The Purchasing Agent is authorized to select the vendor and to perform all actions necessary to conclude a contract for the purchase of the goods and services, including execution of the contract without specific approval of the Commissioners Court.   |
| <b>Considerations</b>             | <p>In selecting the exact goods or services requested by the user departments, the Purchasing Agent considers the following:</p> <ul style="list-style-type: none"> <li>• the stated needs of the user department and whether the selected goods or services meet those needs;</li> <li>• available information about sources and prices of the goods and services;</li> <li>• the delivery requirements of the vendor and the user department; and</li> <li>• any other information that a reasonable and prudent purchasing professional would consider in all the circumstances of the purchase.</li> </ul>  |
| <b>Procedures</b>                 | <p>The user department submits an open market purchase requisition to the Purchasing Office with detailed descriptions of the goods or services required.</p> <p>Based on the information in the purchase requisition, wherever reasonable and practical the Purchasing Agent or Purchasing Office:</p> <ul style="list-style-type: none"> <li>• attempts to obtain at least three quotations (at least one of which is a certified HUB) before selecting a vendor;</li> <li>• documents in writing the vendors notified and prices offered;</li> <li>• selects the vendor who makes the best offer taking into account not only price but also the urgency of the user departments need and the speed of delivery and the quality of the goods and services offered; and,</li> <li>• orders these goods and services from the vendor who provides the quality, cost, and delivery schedule most consistent with the best interest of the County.</li> </ul> <p>If quality and delivery terms meet County needs, the vendor who provides the lowest price is selected. If the vendor offering the lowest price is not used, a notation is made to the quotation documentation to indicate the reason another vendor is selected.</p> <p>The Purchasing Agent may deviate from the policy for purchases under \$50,000 if it is in Travis County's best interest and if it facilitates specific County operations.</p> |
| <b>Commodity Purchases Limits</b> | <b>Important: If cumulative purchases from a single commodity code are anticipated to exceed \$50,000 in a fiscal year, then formal competitive bidding is required and an annual term contract is established.</b> Cumulative purchases include countywide purchases, and are not limited to departmental requirements.  |
| <b>Violations and Penalties</b>   | Intentionally separating purchases or invoices to avoid the \$50,000 formal competitive bidding requirement is a violation of the Purchasing Act. The final conviction of a County officer or employee for this violation results in the immediate removal from office or employment. For four years after the final conviction, the removed officer or employee is   |

ineligible:

- to be a candidate for or to be appointed or elected to a public office in Texas;
- to be employed by Travis County; and
- to receive any compensation through a contract with Travis County.

## Chapter 10: Specifications

|                    |   |
|--------------------|---|
| <b>Definition</b>  | <p>A specification is a concise description of goods or services that user departments seek to buy and the requirements the vendor must meet to be considered for the award. A specification may include requirements for testing, inspection, preparing any goods or services for delivery, or installing them for use. The specification is the total description of the goods and services to be purchased.</p>  |
| <b>Purpose</b>     | <p>The primary purposes of any specification is to provide vendors with firm criteria about a minimum standard acceptable for goods or services by providing reasonable tests and inspections to determine their acceptability and to provide purchasing personnel with clear guidelines from which to purchase. As a result, the specification also:</p> <ul style="list-style-type: none"><li>• promotes competitive bidding, and</li><li>• provides a means to make an equitable award to the lowest and best bid from a responsible bidder.</li></ul>   |
| <b>Preparation</b> | <p>In writing specifications, user departments are encouraged to obtain an existing specification before starting to write a new one. The existing specification can provide ideas and examples that can be customized for Travis County purposes. The user department should contact the Purchasing Office for assistance in obtaining existing specifications to facilitate the specification development process.</p> <p>To gather information to facilitate writing specifications, a Request for Information (RFI) may be issued. Responses to an RFI allow the business community to have input into the solicitation document based on the current industry practices and market factors, and may provide information to prepare a complete solicitation.</p> <p>There are numerous sources for specifications. These include other governments, professional trade associations, professional purchasing associations and user knowledge. Some specification libraries that are available include:</p> <ul style="list-style-type: none"><li>• Texas Specification Library located at the Texas Comptroller of Public Accounts website: <a href="http://www.window.state.tx.us/procurement/pub/specifications-library/">www.window.state.tx.us/procurement/pub/specifications-library/</a></li><li>• General Services Administration, Federal Supply Service – Specifications Section found at <a href="http://www.gsa.gov">www.gsa.gov</a></li><li>• Texas Department of Transportation Standard Specification Index located at <a href="http://www.dot.state.tx.us/qsd/purchasing/tssi_alpha.htm">http://www.dot.state.tx.us/qsd/purchasing/tssi_alpha.htm</a></li><li>• National Institute of Governmental Purchasing. Contact Purchasing for assistance because this is available to members only.</li></ul> <p>The user department, occupant department, or an outside agency may propose specifications. To ensure compliance with legal purchasing requirements, the Purchasing Office has final acceptance of the specifications, except those for construction projects. This ensures proper quality control and avoids the proliferation of conflicting specifications in the different County departments. The Purchasing Office may submit any purchases that were not approved in the budget process to Commissioners Court before specifications are prepared and advertised.</p> <p>To facilitate specification development and avoid duplication of their efforts, user departments should submit their specifications in electronic format to the Purchasing Office.</p> |

**Characteristics** An effective specification has the following characteristics:

- **Simple:** Avoids unnecessary detail, but is complete enough to ensure that purchased goods and services satisfy their intended purpose.
- **Clear:**
  - Uses terminology that is understandable to the user department and vendors.
  - Eliminates confusion by using correct spelling and appropriate sentence structure.
  - Avoids the use of jargon and “legalese”.
- **Accurate:** Uses units of measure that are compatible with industry standards, identifies all quantities, and describes packing requirements.
- **Competitive:**
  - Identifies at least two commercially available brands, makes, or models (whenever possible) that satisfy the intended purpose.
  - Avoids unneeded “extras” that could reduce or eliminate competition and increase costs.
- **Flexible:**
  - Avoids situations that prevent the acceptance of a response that could offer greater performance for fewer dollars.
  - Uses approximate values that are within a 10% range for the dimensions, weight, speed, etc. (whenever possible) if these values can satisfy the intended purpose.

**Types** The Purchasing Office uses a number of specification types:

- **Design** - Details description of a good or service, including details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other information needed to produce an item of minimum acceptability. Design specifications are usually required for construction projects, custom-produced items and many services.
- **Performance** – Details required performance parameters such as required power, strength of material, test methods, standards of acceptability, and recommended practices. Performance specifications are usually used for capital equipment purchases.
- **Brand Name or Equal** - Lists goods or services by brand-name, model, and other identifying specifics, except that products with performance equivalent to the characteristics of the named brand are specified as acceptable. Other manufacturers may provide a nearly identical product under another brand name. **The Purchasing Office uses this method only if there is sound justification. The burden of justification rests with the user department.**
- **Industry Standard** – States an industry standard that is identical, regardless of manufacturer that results in acquisition of goods of uniform quality. The UL standard

for electrical products is an example of an industry standard.

## Chapter 11: Competitively Solicited Purchases Exceeding \$50,000

### Definitions and Use

There are two primary types of solicited purchases - competitive bidding and competitive proposals. Competitive solicitation means letting available vendors compete with each other to provide goods or services.

The Texas Supreme Court states:

*"Competitive bidding requires due advertisement, giving opportunity to bid, and contemplates a bidding on the same undertaking upon each of the same material items and services covered by the contract; upon the same thing. It requires that all bidders be placed upon the same plane of equality and that they each bid upon the same terms and conditions involved in all the items and services and parts of the contract, and that the proposal specify as to all bids the same, or substantially similar specifications."* Sterrett v. Bell, 240 S.W. 2d 516 (Tex. Civ. App.-Dallas 1951, no writ).

### Purpose of Competitive Bidding

The Texas Supreme Court also states:

*"The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest practicable price for the best interest of the taxpayers and property owners."* Sterrett v. Bell, 240 S.W. 2d 516 (Tex. Civ. App.-Dallas 1951, no writ).

The first purpose of competitive solicitations is to ensure the best possible value is received. Competitive solicitations also increase the likelihood that public monies are spent properly, legally, and for public projects only.

The second purpose is to give those qualified and responsible vendors who desire to do business with the County a fair and equitable opportunity to do so.

**Competitive Bidding:** The term "Formal Competitive Bidding" generally applies to public purchasing when the solicitation process complies with Texas Local Government Code, section 262.023, which requires approval by the Commissioners Court.

"Sealed" bids are solicited through an Invitation for Bid (IFB) for contracts expected to exceed \$50,000. The IFB is the document used to solicit bids from vendors in response to the County's specifications and contractual terms and conditions. The Commissioners Court must approve the returned and signed IFB. The awarded IFB with the Notice of Contract Award letter signed by the Purchasing Agent forms the contract between Travis County and the vendor. **Competitive bids are not negotiated.** With few exceptions, price is the sole determinant factor if the vendor's product or services meet the requirements of the specification.

The IFB method is the most preferred method of procuring goods and supplies and non-personal services. It is used when the requirement can be definitively described, is readily available, and is an off-the-shelf kind of requirement.

**Competitive proposals:** The term "Formal Competitive Proposal" is generally applies to public purchasing when the solicitation process complies with Texas Local Government Code, section 262.030, which requires approval by the Commissioners Court.

Competitive proposals are solicited through a sealed Request for Proposals (RFP) process. Vendors submit responses to the RFP for consideration. The RFP solicits proposals from vendors in response to the County's requirements and contractual terms and conditions. A formal contract, reviewed by the County Attorney's Office, must be approved by the Commissioners Court.

Formal "sealed" proposals are used to procure **insurance, high technology goods and services, landscape maintenance, travel management and recycling.**

"High technology" goods or services mean goods or services of a highly technical nature, including:

- data processing equipment, software and firmware used in conjunction with data processing equipment;
- telecommunications, radio, and microwave systems;
- electronic distributed control systems, including building energy management systems; and
- technical services related to those goods and services.

While the competitive proposal (RFP) process is similar to the competitive bidding (IFB) process, there are notable differences. The primary difference is that the RFP results in a negotiated procurement. Cost is not the only determining evaluation factor; however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending award. Also, the proposals are received, but are not opened publicly. Proposal contents are not disclosed until after the contract is awarded. Proposal contents that are trademarked or proprietary may remain confidential pursuant to the Texas Public Information Act.

In accordance with the Texas Local Government Code 262.030(d), the formal competitive proposal (RFP) method may also be used to purchase other items more typically bid when the purchasing agent determines that it is in the best interest of the county and obtains the consent of the Commissioners Court.

## Procedures

In Travis County, competitive solicited procurement which call for approval by Commissioners Court due to an expenditure in excess of \$50,000 are required to comply with the requirements of Subchapter C of the Purchasing Act and, with few exceptions, are accomplished by the following process. Throughout this chapter, "bids" are vendor responses in the IFB process and "proposals" are vendor responses in the RFP process. Unless specifically noted, the procedures apply to both the IFB and RFP.

## Defining the Need

**IFB:** When the need for a good or service costing more than \$50,000 is identified, the user department should immediately contact the Purchasing Office for assistance in developing the specifications. The specification should be comprehensive and broadly defined to allow for maximum competition.

**RFP:** When the need for the goods or services (greater than \$50,000) is identified, the user department should immediately contact the Purchasing Office for assistance in defining the requirements to be used for the solicitation. The user department is responsible for submitting a Statement of Work (SOW) or Technical Requirements, which functionally define its needs and requirements. Purchasing Office staff ensure that the

SOW or Technical Requirement is quantified and structured to:

- secure the best economic advantage utilizing best value;
- state the needs clearly;
- be contractually sound;
- treat all vendors fairly and without favoritism;
- encourage innovative solutions to the requirement described; and
- permit free and open competition to the maximum extent reasonably possible.

### **Purchase Requisition**

A written memo submitted to the Purchasing Agent and signed by the Official or Executive Manager or designee or a direct e-mail from the Official or Executive Manager or designee serves as the initial purchase requisition for goods or services. The memo must include the budget line items from which the purchase is funded or an explanation about how funding is obtained before the Purchasing Office proceeds with the preparation of the competitive solicitation.

Requirements or specifications should be attached to the memo and forwarded electronically to the Purchasing Office. If requirements or specifications are not attached, Purchasing and the user department jointly develop them.

The user department follows up the memo request with entry of a purchase requisition in the H.T.E. system. The Purchasing Office does not proceed with a purchase unless:

- the appropriate budget line item includes sufficient unencumbered funds for the purchase; or
- the Planning and Budget Office verifies that funds are available through budget transfers.

### **Notice**

Once the Purchasing Office has finalized the specification or requirements with the user department, the Purchasing Office prepares the solicitation for issuance and publishes a notice of the proposed purchase that complies with the requirements in Texas Local Government Code, section 262.025.

According to section 262.025, notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the County, with the first day of publication occurring before the 14<sup>th</sup> day before the date of the solicitation opening. To ensure vendors sufficient time to complete and return the solicitation, the Purchasing Office generally advertises for 21 days. If necessary, advertising time can be extended or decreased, but must be at least 15 days. The notice must include:

- the specifications (requirements) describing the goods and services to be purchased, or a statement of where the specifications (requirements) may be obtained;
- the time and place for receiving and opening solicitations and the name and position of the employee to whom the solicitations are sent;
- whether the vendor should use lump-sum or unit pricing;

- the type of bond required of the vendor; and
- the method of payment by the County.

### Special Considerations

**IFB:** If unit pricing is required, County must specify approximate quantities estimated on the best available information. The solicitation must explain how the lowest price is calculated in the IFB.

#### **RFP:**

- The Purchasing Office publishes a notice of the proposed purchase unless Commissioners Court approval of the RFP is required.
- The Commissioners Court must approve advertising for any RFP for which there is not adequate funding approved in the budget and for which PBO has not verified that the goods and services sought have been approved by the Commissioners Court in the budget process.
- If the RFP is for high technology goods and services, ITS must review it before it is advertised.
- Records Management and Communication Resources may also review any technology purchases related to record management.
- For all other purchases, the Commissioners Court delegates its authority to approve the description of the requirements to the Purchasing Agent.

### Amendment of Solicitation

The Commissioners Court authorizes the Purchasing Agent to extend the proposal opening date on the notice of a solicitation if an error is discovered, or if the nature of the goods or services requires an extension. The Purchasing Agent may amend a solicitation:

- If inquiries about the meaning indicate the need for an amendment to clarify its original intent or to correct clerical errors;
- If the changes are so insignificant that they are not likely to matter to the vendor in determining ability to respond; and
- If the amendment does not change the general scope.

There should be at least three days between the date of the amendment and the opening date in the notice. If there are less than three days, the opening date is extended to allow for a minimum of three days between the date of the amendment and the opening date in the amendment.

### Pre-Bid (Proposal) Conference

Texas Local Government Code, section 262.0256 allows the Commissioners Court to require potential vendors to attend a mandatory pre-bid (pre-proposal) conference to discuss contract requirements and answer vendor questions. The Purchasing Agent works with the user department to determine if a pre-bid (pre-proposal) conference is necessary and whether attendance is mandatory or optional. The Purchasing Office manages any pre-bid (pre-proposal) conference and requests that the user department makes staff available to answer questions at the conference.

**Receipt of  
Competitive  
Solicitations**

To ensure the identification, security, and confidentiality of responses to solicitations, both electronic and paper, the following procedures are adhered to:

- The Purchasing Agent receives all responses as specified by the solicitation document.
- **Solicitations are not accepted after the opening time on the day of response opening.** All responses offered after the opening time are returned unopened to the vendor with a letter from the Purchasing Agent notifying the vendor that the submitted response arrived after the due date and time.
- The Purchasing Office records the name of the vendor's representative submitting the solicitation, and the time and date the response was submitted.
- After a response is received, the Purchasing Office provides a secure place to hold it until the opening date. The responses are only accepted if sealed. Responses remain sealed until the Purchasing Office opens them in a public forum at the advertised date and time.
- On occasion, responses that are received in the mail or by other independent carrier may be inadvertently opened. If this situation occurs, another employee of the Purchasing Office is immediately called to act as a witness that the details of the response (especially the price for a bid) were not reviewed and the response is resealed by that employee of the Purchasing Office, and the incident is documented.

The above process shall be undertaken in a manner that precludes any perception of favoritism, and avoids revealing prices or response information. Publicly receiving sealed responses and recording the submission of requested responses inhibits any perception that the Purchasing Office is manipulating the receipt of solicitations.

**Public  
Opening  
of Solicitations**

**IFB:** The Purchasing Agent publicly opens, reads aloud, and documents the bids at the date, time, and place specified in the notice. Preliminary tabulations are provided to the public upon request.

**RFP:** The Purchasing Agent publicly opens and documents sealed proposals at the date, time, and place specified in the notice. Only the names of vendors submitting proposals are announced.

Proposals are opened to avoid disclosure of contents to competing proposers and are kept secret during the process of negotiation. All proposals that have been submitted are available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information contained in them. Disclosure of all information obtained from a vendor is subject to the provisions of the Texas Public Information Act.

**Confidentiality  
Memorandum**

**RFP:** As fully described in Chapter 2, the Purchasing Office uses a confidentiality memorandum to ensure compliance with the ethics policy related to keeping proprietary information confidential. Before the evaluation of confidential proposals, the Purchasing Office sends a memorandum to evaluation committee members for signature and certification. The memorandum contains requirements to keep information confidential **until the Commissioners Court approves an award.** The evaluation committee members are expected to adhere to this memorandum during the competitive process. These requirements also include disclosure of any potential conflict of interest, and any

attempted communication by the proposer directly with the evaluation committee members during evaluation.

## Evaluation

**IFB:** The Purchasing Office evaluates all bids with assistance from the user department and recommends the lowest responsible bid to the Commissioners Court for award. The Purchasing Office evaluates bids based on:

- the relative price, including the cost of repair and maintenance if heavy equipment is the subject of the bid or the cost of delivery and hauling if road construction is involved;
- the compliance of goods and services with specifications; and
- the vendor's past performance, the responsibility of the vendor, including the vendor's financial and practical ability to perform the contract, and the vendor's safety record if the IFB states that it is to be considered.

The Purchasing Office forwards the bids and the Bid Tabulation Package to the Official or Executive Manager for completion and signature. The user department recommendation and other appropriate documentation from the user department are submitted with the agenda request to justify the recommended award.

When the lowest priced bid is not the best bid, clear justification for not selecting the lowest bid must be documented. Commissioners Court either approves the recommendation or rejects all bids and authorizes the Purchasing Agent to re-bid the goods or services.

**RFP:** The Purchasing Office supervises the evaluation process performed by the user department or committee to ensure that the evaluation is conducted fairly and consistently and that the integrity of the process is maintained. Depending on the procurement, there may be additional technical evaluation assistance provided by the Planning and Budget Office, Auditor, ITS, or Records Management, if applicable.

The RFP must specify the relative importance of price and other evaluation factors including the relative weight of each factor. Evaluators only use these specified factors in evaluating the proposals. Purchasing staff leads the evaluation team and is responsible for:

- tabulating scores;
- calculating values; and
- **either**
  - coordinating follow-up meetings for Best and Final Offer negotiations and recommending an award; or
  - discontinuing the process.

After the evaluation is completed, Purchasing forwards an evaluation summary to the Official or Executive Manager for concurrence with the selection and requests that the Official or Executive Manager submit a memo to the Purchasing Agent signifying their concurrence. Purchasing makes the recommendation to Commissioners Court.

**Note:** For high visibility or high dollar value procurements, the Purchasing Agent may take

the recommendations to Commissioners Court and request its approval to negotiate with top ranked firm(s) before requesting best and final offers.

**Negotiations  
(RFP)**

The Purchasing Agent supervises all negotiations. Any conversations with proposers must be coordinated with the Purchasing Agent. **A member of the Purchasing Office should be present for all discussions with proposers.** Departments that contact proposers without coordinating with the Purchasing Agent risk jeopardizing the integrity of the County procurement process.

All proposers must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a "Best and Final Offer" (BAFO).

After the negotiations are complete, the Purchasing staff requests qualified proposers to submit a BAFO to a specified location by a specified date. Based on the negotiations, the BAFO must allow the proponent to:

- Modify the initial offer;
- Update pricing based on any changes the user department or County has made; and
- Include any added inducements to improve the overall score in accordance with the evaluation plan of the RFP.

**Contract Award**

**IFB:** The Purchasing Agent recommends contract award to Commissioners Court. The Commissioners Court either:

- Awards the contract to the responsible bidder who submits the lowest and best bid; or
- Rejects all bids and publishes a new notice if the goods or services are still needed.

If two responsible bidders submit the lowest and best bid, the Commissioners Court decides between the two by drawing lots in a manner prescribed by the County Judge.

A contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence about its responsibility.

After Commissioners Court approves the contract, the Purchasing Agent issues a Notice of Contract Award. This notice and the original contract form the complete contract. A complete original contract is maintained in the Purchasing Office. The other originals are furnished to the Contractor and the County Clerk. Copies of these are furnished to the user department, the Auditor's Office, and the County Attorney.

**RFP:** The BAFO is the basis of a recommendation of contract award. The award of the contract is made by Commissioners Court to the responsible proposer, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors in RFP.

**Re-solicitation  
of Annual  
Contracts**

The Purchasing Office, via the H.T.E. system, monitors the expiration dates of all contracts. Purchasing notifies user departments by memo at least four months before contract expiration and verifies whether the goods or services continue to be needed and the contract needs to be re-bid or extended, if extensions are available. Purchasing also

sends the existing specifications or requirements to the user department and requests any changes before the solicitation is reissued. The user department returns the specifications or requirements with any additions, deletions, or corrections.

**Reverse Auctions**

In purchasing goods and services, the Purchasing Agent may use reverse auction procedures under Texas Government Code, chapter 2155. Reverse auction means:

- a real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or
- a real-time bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services.

**On-going maintenance**

An often-overlooked cost of equipment or software is on going maintenance. All on-going maintenance issues should be considered, evaluated, and priced in the initial procurement process.

**Exhibit 6: Procurement Methods**

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

## Chapter 12: State Purchasing Programs

### Background and Statutory Authority

There are three types of purchasing programs that allow local governments to purchase goods and services using contracts previously competed by the State of Texas or other governments. The Texas Comptroller of Public Accounts Procurement and Support Services (TPASS) manages two of them. The third program allows local governments to purchase computer technology directly from the state's Department of Information Resources (DIR).

- **State Term Contracts** (authorized by sections 271.081 through 271.083 of the Texas Local Government Code). The County may purchase from vendors on the same terms and conditions as the State. The State has entered into term contracts after using competitive bidding procedures. The TPASS manages this program for the State.
- **Texas Multiple Award Schedule (TXMAS)** (authorized by section 2155.502 of the Texas Government Code). The County may purchase goods and services from a schedule of multiple award contracts developed by the TPASS. The schedule is adapted from General Services Administration (GSA) Federal Supply Service contracts. TXMAS contracts take advantage of the most favored customer (MFC) pricing and under certain circumstances; the County may negotiate a lower price for the goods or services offered on a scheduled contract.
- **DIR** (authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code). The County may purchase computer-related equipment through the DIR and its contracted vendors.

### Official Representative

The Purchasing Agent acts for Travis County in all matters related to purchase of goods and services from a vendor under any contract based on any State Purchasing program. Travis County is responsible for making payments directly to these vendors.

### Contract Award

The award of any purchase order contract from state term, TXMAS or DIR contracts must be in writing, approved and signed by the Purchasing Agent before any goods are delivered or services are rendered. The Commissioners Court authorizes the Purchasing Agent to execute all contracts for state contract purchases that are procured in compliance with this chapter, including purchases in excess of \$50,000, if funding for the purchase was previously approved by the Commissioners Court.

## State Term Contract Purchases

### Policy

Travis County participates in the purchasing program of TPASS for local governments.

### Procedure

The Purchasing Agent either submits requisitions to the TPASS under a contract or electronically sends purchase orders directly to vendors and reports to TPASS on actual purchases in compliance with its regulations. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased goods and services. The Purchasing Agent may sign and deliver all necessary documents for all purchases under this program made for the County.

To initiate this process, the user department submits a purchase requisition. The Purchasing Office determines whether or not the requested goods or services are available from TPASS contracts. If they are available, the Purchasing Office assigns a state requisition number that is used for reporting and payments.

## Texas Multiple Award Schedules (TXMAS) Purchases

### Policy

Travis County participates in the purchasing program of the TPASS using TXMAS contracts developed from contracts that have been competitively awarded by the federal government or

any other governmental entity of any state.

**Procedure**

The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased goods and services. The Purchasing Agent may sign and deliver all necessary documents for purchases under this program for Travis County.

To initiate this process, the user department may research goods and services on the TPASS website to determine if the goods or services are available from TXMAS. Based on its research, the user department submits an “open market” purchase requisition and identifies in the requisition comments that the good or service may be available through TXMAS. The Purchasing Office determines whether or not the requested goods or services are available from TXMAS and compares prices among TXMAS vendors to obtain the best value. The Purchasing Office works with the user department to determine best value and then issues a purchase order with the selected vendor providing the best value.

**Note:** If TXMAS contracts have been loaded in H.T.E., the user department submits a contract requisition using the procedures outlined in Chapter 8 of this manual.

### **Department of Information Resources (DIR) Purchases**

**Policy**

The County purchases computer-related equipment and services through the state’s Department of Information Resources (DIR) and from its contracted vendors. The County contracts with DIR and uses its Go DIRect program.

**Procedure**

The Purchasing Agent either submits requisitions to the DIR under any contract or electronically sends purchase orders directly to DIRect vendors. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and quality of the purchased goods and services. The Purchasing Agent may sign and deliver all necessary documents for purchases under this program made on behalf of the County.

To initiate this process, the user department may research goods and services on the DIR website to determine if the goods or services are available from DIR or its contracts. Based on its research, the user department submits an “open market” purchase requisition and identifies in the requisition comments that the good or service is available from DIR. The Purchasing Office determines whether or not the requested goods or services are available from DIR, and if available, the Purchasing Office compares prices among DIR vendors to obtain the best value. The Purchasing Office works with user department to determine best value and issues a purchase order with the selected vendor providing the best value. For larger, more complex IT purchases, the Purchasing Office works with the County Attorney’s Office on a supplemental contract to ensure the best interest of the county are covered. The user department should plan their procurements accordingly to allow sufficient time.

If the purchase is from a vendor who is part of the Go DIRect program, the County issues the purchase order directly to the vendor and pays the vendor directly. If the purchase is to a vendor that is not part of the Go DIRect program, the County issues the purchase order to DIR, which authorizes a separate purchase order to the vendor.

## Chapter 13: Cooperative Purchasing Agreements

|   |   |
|---|---|
| <b>Background and Statutory Authority</b> | <p>The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to contract directly with other governments to increase their efficiency and effectiveness. Texas Government Code, Section 791.025(c) states that a local government that purchases goods and any services reasonably required for the installation, operation, or maintenance of those goods under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of goods and their services. The County has a variety of interlocal agreements.</p>  |
| <b>Policy</b>                             | <p>The County participates in the purchasing programs of various local, state, and national cooperatives such as Houston Area Council of Governments (H-GAC), Texas Association of School Boards (BuyBoard), The Cooperative Purchasing Network (TCPN), U.S. Communities, and Federal Supply Schedules. Before using any cooperative, the Purchasing Agent researches and recommends cooperatives to the Commissioners Court. The Commissioners Court approves an interlocal agreement acknowledging the terms and conditions for using each cooperative, including any fee schedules, and authorizes the Purchasing Agent to make purchases under the terms of the interlocal agreement.</p>   |
| <b>Official Representative</b>            | <p>The Purchasing Agent acts for Travis County at the direction of Commissioners Court in all matters relating to all cooperative purchasing programs, including the purchase of goods and services from a vendor under any contract.</p>   |
| <b>Procedure</b>                          | <p>The Purchasing Agent must approve all interlocal agreements involving the purchase of goods, repair, or maintenance agreements before the agreement is submitted to Commissioners Court for approval. Interlocal agreements approved by the Purchasing Agent are assigned a number and entered into the H.T.E. system for tracking and payment purposes. Other interlocal agreements may be added to the H.T.E. system on request. Revenue-generating interlocals are added to the H.T.E. system to aid in tracking these types of interlocal agreements.</p> <p>To initiate this process, the user department may research goods and services on the approved cooperative's website to determine if the needed goods or services are available from the cooperative. Based on its research, the user department submits an "open market" purchase requisition and identifies in the requisition comments that the good or service is available from the cooperative. The Purchasing Office determines whether or not the requested goods or services are available from a specific cooperative. If available, the Purchasing Office compares prices among cooperative and local vendors to obtain the best value. The Purchasing Office works with the user department to determine best value and issues a purchase order with the selected vendor using the purchasing method that provides the best value.</p> <p>The Purchasing Agent either submits requisitions to the applicable cooperative or electronically sends purchase orders directly to vendors using the processes defined by the specific cooperative. The Purchasing Agent monitors vendor compliance with all the conditions of delivery and the quality of the purchased goods and services. The Purchasing Agent may sign and deliver all necessary documents for purchases under cooperative purchasing programs made on behalf of the County.</p> |
| <b>Contract Award</b>                     | <p>The Purchasing Agent may execute all contracts for purchases through interlocal agreements that are procured in compliance with this chapter, including purchases in excess of \$50,000, provided funding for the purchase has been approved by the Commissioners Court and the interlocal agreement was approved by the Commissioners Court.</p>  |
| <b>Interlocal Agreements</b>              | <p>All interlocal agreements that involves the purchase of goods, services, repair, or maintenance agreements must be approved in writing by the Purchasing Agent before being submitted to Commissioners Court for approval. Interlocal agreements approved by the Purchasing Agent</p>  |

are assigned a number and entered into the H.T.E. system for tracking and payment purposes. Other Interlocal Agreements may be added to the H.T.E. system on request.

**Federal  
Supply  
Schedules**

Texas Local Government Code Section 271.103 states that a local government that purchases goods and services available under Federal supply schedules of the United States General Services Administration to the extent permitted by federal law satisfies the requirement of the local government to seek competitive bids for the purchase of those goods and services

Under the Cooperative Purchasing Program, state and local government entities may purchase a variety of Information Technology (IT) products, software, and services from contracts awarded under [GSA Federal Supply Schedule 70](#), Information Technology, as well as from contracts under the [Consolidated \(formerly Corporate Contracts\) Schedule](#) containing IT special item numbers.

State and local government entities may also purchase alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services from contracts awarded under [GSA Federal Supply Schedule 84](#), Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response.

## Chapter 14: Procurement of Professional Services

### Background and Statutory Authority

In procuring professional services, the County must comply with two statutes: the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and the County Purchasing Act (Chapter 262 of the Texas Local Government Code). There are two kinds of professional services:

- Those professional services specifically listed in the Professional Services Procurement Act; and,
- Those "other" professional services that are not specifically listed which must be obtained in compliance with the County Purchasing Act. The Purchasing Agent relies on court cases and attorney general opinions to determine what services may be included in these "other" professional services.

"Professional services" is defined in Chapter 2254 of the Texas Government Code as:

- those within the scope of the practice of accounting, architecture, landscape architecture, optometry, medicine, land surveying, professional engineering, real estate appraising or professional nursing, or
- provided in connection with the professional employment or practice of a person who is licensed or registered as an architect, an optometrist, a physician, a surgeon, a certified public accountant, a land surveyor, a landscape architect or professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.

Contracts for the procurement of these professional services **may not be awarded on the basis of bids**. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

### Professional Services Procurement Act

### Request for Qualifications (RFQ)

To ensure professional firms a fair and equal opportunity to do business with the County, and to ensure that the services of the most qualified professional are obtained, professional services are procured using the Request for Qualifications (RFQ) process.

### Procedures

Departments forward a recommendation memo to the Purchasing Agent when professional services are required. The memo identifies the following:

- scope of work
- qualification and experience requirements
- project description and deliverables
- time frames
- budgeted amount and budget line items
- suggested professionals

Based on the information provided in the memo, applicable state laws, and all relevant facts, the Purchasing Agent makes a determination about implementing a formal RFQ or an informal procurement process.

Unless specifically exempted by the Commissioners Court, all professional services anticipated to cost more than \$50,000 are procured using the formal RFQ process. The Purchasing Agent submits all exemption orders to the Commissioners Court. The Purchasing Agent submits the

exemption order to the Commissioner Court for approval before selecting and negotiating with any firms.

### **Purchase Requisition**

Either the memo submitted to the Purchasing Agent, signed by the Official or Executive Manager or a direct e-mail from the Official or Executive Manager serves as the initial requisition. The memo must include the budget line items from which the purchase is funded or an explanation that is acceptable to the Purchasing Office about how funding is obtained before the Purchasing Office prepares of the RFQ. Requirements (scope of work) and necessary qualifications should be attached to the memo and also forwarded electronically to the Purchasing Office. If requirements and necessary qualifications are not attached, Purchasing and the user department jointly develop them.

The user department follows up the memo request with entry of a requisition into the H.T.E. system.

### **Notice**

After development of requirements and qualification and preparation of the RFQ, a notice of the proposed purchase is published by the Purchasing Office unless Commissioners Court approval of the RFQ is required. The Commissioners Court must approve advertising for any RFQ for which there is not adequate funding in the budget or for which the Planning and Budget Office has not verified that the goods and services sought have been approved by the Commissioners Court in the budget process.

Notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the County, with the first day of publication occurring before the 14<sup>th</sup> day before the date of the solicitation opening. To ensure firms sufficient time to complete and return their solicitation, Purchasing generally advertises for 21 days. If necessary, advertising time can be extended or decreased, but must be at least 15 days.

### **Amendment of RFQ**

The Purchasing Agent may extend the response opening date on the notice of an RFQ if an error is discovered, or the nature of the services requires an extension. The Purchasing Agent may amend an RFQ to clarify its original intent or to correct clerical errors if:

- inquiries about the meaning of the RFQ indicate the need for an amendment;
- changes are so insignificant that they are not likely to matter to the firm in determining ability to respond; and
- the amendment does not change the general scope of the RFQ.

There must be at least three days between the date of the amendment and the opening date specified in the notice. If less than three days exist, the opening date should be extended to allow for a minimum of three days between the date of the amendment and the opening date specified in the amendment.

### **Pre-Proposal**

The Purchasing Agent works with the user department to determine if a pre-proposal conference is necessary. Purchasing staff manages any pre-proposal conference and requests that the user department makes staff available to answer questions at the conference.

### **Receipt of Responses**

To ensure confidentiality, the following procedures are adhered to when receiving responses:

- The Purchasing Agent receives all responses as specified by the RFQ.
- All responses are stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Office serves as the **official** time clock for identifying the date and time responses is received in the Purchasing Office.

- **Responses are not accepted after the opening time on the day of opening.** All responses offered after the opening time are returned unopened to the offeror with a letter from the Purchasing Agent notifying the offeror that the submitted response arrived after the due date and time.
- The Purchasing Office records the name of the firm's representative submitting the response, as well as the time and date the response was submitted. If a response is received by mail, express mail, or courier, the method of delivery is reflected in the record.
- After responses are received, the Purchasing Office keeps them secured until the opening date. The responses are to be received sealed and remain sealed until they are opened by the Purchasing Office on the advertised date and time.
- On occasion, responses that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another employee of the Purchasing Office is immediately called to act as a witness that the details of the response were not reviewed and the response was sealed again by an employee, and the event is documented.

The above process is undertaken in a manner that precludes any perception of favoritism and to avoid revealing response information. Publicly receiving sealed bids and recording the submission of requested bids inhibits the perception that the Purchasing Office is manipulating the receipt of bids.

### Opening of Responses

Sealed responses are opened and documented by the Purchasing Office. Only the names of firms submitting responses are announced. The Purchasing Agent opens the responses on the date specified in the notice.

Proposals are opened to avoid disclosure of contents to competing proposers and are kept secret during the process of negotiation. All proposals that have been submitted are available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information. Disclosure of all information obtained from a firm is subject to the provisions of the Texas Public Information Act.

### Confidentiality Memorandum

As described in Chapter 2 of this manual, the Purchasing Office uses a confidentiality memorandum to ensure that proprietary information is kept confidential. Before the evaluation of confidential proposals begins, the Purchasing Office sends a memorandum to evaluation committee members for signature and certification. The memorandum contains requirements to which the evaluation committee member is expected to adhere **until the Commissioners Court approve an award**. This memorandum includes disclosure of any potential conflict of interest, or any attempted communication by the firm directly with evaluation committee members.

### Evaluation

The Purchasing Office supervises the evaluation process performed by the user department or committee to ensure that it is conducted fairly and consistently and that the integrity of the process is maintained. Depending on the procurement, there may be additional technical evaluation assistance provided by the Planning and Budget Office, Auditor, ITS or Records Management, if applicable.

The RFQ must specify the evaluation factors, including price, to be used to determine minimum qualifications and demonstrated experience. Evaluators may use only the specified evaluation factors in evaluating the responses. Purchasing staff leads the evaluation team and is responsible for:

- developing evaluation matrix and criteria

- tabulating scores;
- calculating values; and
- **either**
  - coordinating follow-up meetings for Best price negotiations and recommending an award; or
  - discontinuing the process.

### **Recommendation for Award**

After the evaluation of proposals has been completed, Purchasing forwards an evaluation summary to the Official or Executive Manager for concurrence with the selection and requests that the Official or Executive Manager submit a memo to the Purchasing Agent with their recommendation. Purchasing makes the recommendation to Commissioners Court.

**Note:** For high visibility or high dollar value procurements, the Purchasing Agent may take the recommendations to Commissioners Court and request its approval to negotiate with top ranked firm(s) before requesting best and final offers.

### **Written Contract**

Before any services are rendered, a contract for professional services, in writing, is approved and signed by either the Purchasing Agent if less than \$50,000 or Commissioners Court if more than \$50,000. The Purchasing Agent may execute any contracts for professional services that are procured in compliance with the Professional Services Procurement Act and in which the cost of services does not exceed \$50,000 if the Planning and Budget Office verifies that the services sought have been approved by the Commissioners Court and adequate funds are budgeted for it and the County Attorney has reviewed the contract.

## **Architectural and Engineering Services**

### **Architectural and Engineering Services**

Architectural and Engineering Services are the only services where price cannot be used as an evaluation factor. When procuring architectural or engineering services, the County follows the RFQ process described above and adds a second step. First, respondents to the RFQ are evaluated. The Purchasing Office works with the evaluation committee to develop a rank ordering of respondents. Based on the committee's evaluation of responses, they identify the "most highly qualified" firms ("short list") with whom the County wishes to negotiate. The Purchasing Agent recommends to Commissioners Court the most highly qualified firm and requests authorization to negotiate price on the basis of demonstrated competence and qualifications. The Purchasing Agent and Official or Executive Manager enters into negotiations for a contract at a fair and reasonable price.

### **Evaluation**

The Purchasing Office supervises the evaluation process performed by the user department or committee to ensure that it is conducted fairly and consistently and that the integrity of the process is maintained. Depending on the procurement, there may be additional technical evaluation assistance provided by the Planning and Budget Office, Auditor, ITS or Records Management, if applicable.

The RFQ must specify the evaluation factors to be used to determine minimum qualifications and demonstrated experience. Evaluators may use only the specified evaluation factors in evaluating the responses. Purchasing staff leads the evaluation team and is responsible for:

- developing evaluation matrix and criteria
- tabulating scores;

- determining ranking, and
- coordinating negotiations with top ranked firm.

If the County is unable to negotiate a satisfactory contract with the most highly qualified vendor, negotiations formally end with that vendor. The next most highly qualified vendor is then asked to negotiate. Negotiations are continued in this sequence until a contract is finalized.

### **Recommendation for Award**

After the evaluation of qualifications and demonstrated experience has been completed, Purchasing forwards an evaluation summary to the Official or Executive Manager for concurrence with the selection and requests that the Official or Executive Manager submit a memo to the Purchasing Agent with their recommendation. Purchasing makes the recommendation to Commissioners Court.

**Note:** For high visibility or high dollar value procurements, the Purchasing Agent may take the recommendations to Commissioners Court and request its approval to negotiate with top ranked firm(s) before requesting best and final offers.

The Purchasing Agent works with the Official or Executive Manager to develop the recommendation for award and present it for approval to the Commissioners Court.

### **Written Contract**

Before any services are rendered, a contract for professional services, in writing, is approved and signed by either the Purchasing Agent if less than \$50,000 or Commissioners Court if more than \$50,000. The Purchasing Agent may execute any contracts for professional services that are procured in compliance with the Professional Services Procurement Act and in which the cost of services does not exceed \$50,000 if the Planning and Budget Office verifies that the services sought have been approved by the Commissioners Court and adequate funds are budgeted for it and the County Attorney has reviewed the contract.

## **Other Professional Services**

### **Other Professional Services**

As used in this manual "other" personal or professional services are those services usually referred to as a professional service, but not specifically listed in the Professional Services Procurement Act. Various court opinions have stated that these "other" professional services are services requiring technical skill and expertise; labor and skill which is predominantly mental or intellectual, rather than physical or manual; or, a special skill and experience. "Other" personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed. Examples include computer programmers, lawyers, and facilitators.

### **Request for Services (RFS)**

To ensure firms a fair and equal opportunity to do business with County, and to ensure the services of the most qualified person or professional, "other" personal or professional services must be procured using the Request for Services (RFS) process unless the contract is for less than \$50,000 or the Commissioners Court approves another procedure.

### **Exceptions**

The Sheriff is authorized to negotiate and execute contracts with independent contractors for the following other professional services if the firms are selected on the basis of qualifications, the contracts are within budget and the County Attorney and the Purchasing Agent review the contract.

- nursing in the corrections facilities,
- instructors for the sheriff's academy,
- chaplains for the corrections facilities, and

- prisoner detention services.

**Procedures**

User departments forward a memo to the Purchasing Agent when "other" personal or professional services are required. The memo identifies the following:

- scope of work
- qualification and experience requirements
- project description and deliverables
- time frames
- budgeted amount and budget line items
- suggested persons or professionals
- selection criteria

Based on the anticipated costs, information provided in the memo, applicable state laws and all relevant facts, the Purchasing Agent determines whether a formal RFS or an informal procurement process are implemented or recommended to the Commissioners Court.

Unless specifically exempted by the Commissioners Court, all personal or professional services anticipated to cost over \$50,000 are procured using the formal RFS process. The Purchasing Agent submits all exemption orders to the Commissioners Court. Unless there is an urgent need for the services, the exemption order is submitted to the Commissioners Court for approval **before** selecting and negotiating with any vendors.

**Purchase Requisition**

Either a memo signed by the Official or Executive Manager and submitted to the Purchasing Agent or a direct e-mail from the Official or Executive Manager serves as the initial requisition. The memo must include the budget line items from which the purchase is funded or an explanation about how funding is obtained that is acceptable to the Purchasing Office before the Purchasing Office prepares the RFS. Requirements (scope of work) and necessary qualifications should be attached to the memo and also forwarded electronically to the Purchasing Office. If requirements and necessary qualifications are not attached, Purchasing and the user department jointly develop the requirements.

The user department follows up the memo request with entry of a requisition into the H.T.E. system.

**Notice**

After development of requirements and RFS preparation, the Purchasing Office usually publishes a notice of the proposed qualification unless Commissioners Court approval of the RFS is required. The Commissioners Court must approve advertising for any RFS if PBO has not verified that the services sought have been approved by the Commissioners Court and the Court has placed adequate funding in the budget.

Notice of a proposed purchase is generally published at least once a week in a newspaper of general circulation in the County, with the first day of publication occurring before the 14<sup>th</sup> day before the date of the response opening. To ensure firms sufficient time to complete and return responses, Purchasing generally advertises for 21 days. If necessary, advertising time can be extended or decreased.

**Amendment of RFS**

The Purchasing Agent may extend the response opening date on an RFS notice if an error is discovered, or the nature of the services requires an extension. The Purchasing Agent may amend an RFS to clarify its original intent or to correct clerical errors:

- if inquiries about the meaning of the RFS indicate the need for an amendment;
- if the changes are so insignificant that they are not likely to matter to the firm in determining ability to respond; and
- if the amendment does not change the general scope of the RFS.

There must be at least three days between the date of the amendment and the opening date specified in the notice. If less than three days exist, the opening date should be extended to allow for three days between the date of the amendment and the opening date specified in the amendment.

**Pre-Proposal Conference**

The Purchasing Agent works with the user department to determine if a pre-proposal conference is necessary. Purchasing staff manages any pre-proposal conference that is held and requests that the user department make staff available to answer questions at the conference.

**Receipt of Proposals**

To ensure confidentiality, the following procedures are adhered to when receiving responses:

- The Purchasing Agent receives all proposals as specified by the RFS.
- All responses are stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Office serves as the **official** time clock for the purpose of identifying the date and time responses was received in the Purchasing Office.
- **Responses are not accepted after the opening time on the day of opening.** All responses offered after the opening time are returned unopened to the offeror with a letter from the Purchasing Agent notifying the firm that the submitted response arrived after the due date and time.
- The Purchasing Office records the name of the firm's representative submitting the response, as well as the time and date the response was submitted. If a response is received by mail, express mail, or courier, the method of delivery is reflected in the record.
- After responses are received, the Purchasing Office keeps them secure until the opening date. The responses are to be received sealed and remain sealed until the Purchasing Office opens them on the advertised date and time.
- On occasion, responses that are received in the mail or by some other independent carrier may be inadvertently opened. If this situation occurs, another employee of the Purchasing Office is immediately called to act as a witness that the details of the response were not reviewed and the response is sealed again by that employee, and the incident is documented.

The above process is undertaken to preclude any perception of favoritism and avoid revealing response information. Publicly receiving sealed responses and recording the submission of requested responses should inhibit any perception that the Purchasing Office is manipulating the receipt of proposals.

**Opening of Responses**

Sealed proposals are opened and documented by the Purchasing Office. Only the names of firms submitting proposals are announced. The Purchasing Office opens the proposals on the date specified in the notice. The Purchasing Agent may extend the date specified in the notice if

the original RFS needs to be amended

Responses are opened to avoid disclosing the contents to competing firms and are kept secret during the process of negotiation. All responses that have been submitted are available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information. Disclosure of all information obtained from a firm is subject to the provisions of the Texas Public Information Act.

### Confidentiality Memorandum

As fully described in Chapter 2, the Purchasing Office uses a confidentiality memorandum to ensure compliance with the ethics policy related to keeping proprietary information confidential. Before the evaluation of confidential proposals, the Purchasing Office sends a memorandum to the evaluation committee members for signature and certification. The memorandum contains requirements to which the evaluation committee member is expected to adhere during the course of the evaluation process to keep information confidential **until the Commissioners Court approves an award**. The memorandum includes disclosure of any potential conflict of interest, and any attempted communication by the firm to evaluation committee members during evaluation.

### Evaluation

The Purchasing Office supervises the evaluation process performed by the user department or committee to ensure that it is conducted fairly and consistently and that the integrity of the process is maintained. Depending on the procurement, there may be additional technical evaluation assistance provided by the Auditor, PBO, ITS, or Records Management, if applicable.

In selecting firms to provide other personal or professional services, a department must base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services, as specified in the RFS.

Evaluators use only the specified evaluation factors in evaluating the proposals. Purchasing staff leads the evaluation team and is responsible for:

- developing evaluation matrix and criteria
- tabulating scores;
- calculating values; and
- either
  - coordinating follow-up meetings for Best and Final Offer negotiations and recommending an award; or
  - discontinuing the process.

Once the evaluation is completed, Purchasing forwards an evaluation summary to the Official or Executive Manager for concurrence with the selection and requests that the Official or Executive Manager submit a memo back to the Purchasing Agent with their recommendation. Purchasing makes the recommendation to Commissioners Court.

**Note:** For high visibility or high dollar value procurements, the Purchasing Agent may take the recommendations to Commissioners Court and request its approval to negotiate with top ranked firm(s) before requesting best and final offers.

### Negotiations and Best and Final Offer (BAFO)

The Purchasing Agent supervises all negotiations. All conversations with proposers must be coordinated with the Purchasing Agent. A member of the Purchasing Office should be present for all discussions with firms. Departments that contact firms without coordinating with the

Purchasing Agent risk jeopardizing the integrity of the County procurement process.

All firms must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of responses and submittal of a BAFO.

After the negotiations are complete, the Purchasing staff may request that qualified firms submit a BAFO by a specified date and to a specified location. Based on the negotiations, the BAFO must allow the firm to:

- modify the initial offer;
- update the response based on any changes the user department or County has made; and
- include any added inducements that may improve the overall score based on the evaluation plan of the RFS.

**Recommendation for Award** The Purchasing Agent works with the Official or Executive Manager to develop the recommendation for award and present it for approval by Commissioners Court.

**Disclosure of Former Employees** To be considered responsive, a person who offers to provide personal or professional services to a user department who has been employed by the County at any time during the two years before making the response must disclose in the response:

- the nature of the previous employment with the department;
- the date the employment was terminated; and
- the annual rate of compensation at the time of termination.

**Written Contract** Before any services are rendered, a contract for "other" personal or professional services shall be in writing, approved, and signed by either the Purchasing Agent if less than \$50,000 or the Commissioners Court if more than \$50,000. If less than \$50,000, the Purchasing Agent determines which person or professional is selected based on the recommendation of the user department. The Purchasing Agent may execute any contracts for "other" personal or professional services that are procured in compliance with the Purchasing Act and in which the cost of services does not exceed \$50,000.

The Purchasing Agent may execute contracts for legal representation based on the attorney selected by the client on the recommendation of the County Attorney if the cost does not exceed \$50,000.

**Vendor "Pools"** If, as a result of an RFS or RFQ, County enters into contracts with more than one qualified professional firm a pool of these professionals is created to provide services as needed. The user department must ensure that an RFQ is distributed at least once every 4 years so that newly qualified professionals may be added to the pool.

## Chapter 15: Construction Procurement

### Purchasing Statutes

Subsection 262.011 (e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid..." Chapter 271 Subchapter C is used only for public works projects funded by Certificates of Obligation. Chapter 271, Subchapter H provisions are used when an alternative project delivery method (other than traditional competitive bidding) is used for public works projects.

Construction procurement is consistent with other procurement procedures in this manual and with pertinent statutes. The Purchasing Agent supervises all construction procurements. All competitive bids are accomplished by the following process:

### Purchase Requisition

A memo or email submitted to the Purchasing Agent, signed by the Official or Executive Manager serves as the initial notification that a competitive bid is needed. After receipt of the memo, the assigned buyer provides an IFB number and contract number to the project manager, to be included in the project manual and plans. An electronic copy of the technical specifications is submitted with the memo to assist in the development of the project manual. Before the project manual and plans are submitted to the printer for copying, the Purchasing Agent and County Attorney review and approve the Bidding and General Requirements. The Purchasing Agent reviews the specifications for compliance with the Purchasing Act and the County Attorney reviews them for legal considerations.

NOTE: Purchasing prints the document when there is only a project manual and no plans. The user department is responsible for printing when there are both a project manual and plans. A minimum number of documents are printed as the preferred method for distribution of construction project documents and subsequent receipt of bids is through BidSync.

The user department must provide the Purchasing Office at least ten (10) workdays to develop the IFB, circulate it for the appropriate reviews, and printing. During this time, Purchasing develops a Procurement Schedule detailing the milestones of the solicitation, including dates and times for the pre-bid conference, bid opening, pre-award conference, if applicable, and pre-construction conference. The Purchasing Office assigns an IFB number and contract number to the project at this time if it has not already been assigned.

### H.T.E. Use

The Purchasing Office enters all construction contracts into the H.T.E. system. The County uses the H.T.E. system to process and track payments to the prime contractor. Payments to HUB subcontractors are also tracked using a separate software application maintained by the HUB Program Coordinator.

### Bidding Notice

The Purchasing Office publishes the advertisement for bid, which must include the following:

- Description of work;
- Location at which the bidding documents, plans, specifications, or other data may be examined without charge by all potential bidders.
- The location at which plans and specifications may be obtained and the amount of the deposit required;
- The County's goal for HUB contractor and subcontractor participation;
- Time and place for submitting bids;
- Time and place of bid opening;
- The method of payment. If payment is by certificate of obligation, the advertisement must state either :

- that the bidder must accept certificates, or
- that the bidder must elect to accept certificates or assign them to a financial institution with which County has made an arrangement.

If the contract is to be awarded on a unit price basis, the notice must also include the approximate quantities of the goods and services needed that are to be bid on and the quantities must be based on the best available information.

Notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the County, with the first day of publication occurring before the 14<sup>th</sup> day before the date of the bid opening. To ensure bidders sufficient time to complete and return IFB's, Purchasing generally advertises for 21 days. If necessary, advertising time can be extended or decreased, but must be at least 15 days.

### **Consideration of Safety Records**

If the IFB states that the safety record may be considered in determining the responsibility of the bidder and includes the Safety Record Questionnaire in the IFB, County takes into account the bidder's safety record in determining the responsible bidder. The safety record includes compliance with requirements for the safety of the environment. In relation to the safety record, bidder includes not only the bidder; but also the firm, corporation, partnership or institution represented by the bidder; or anyone acting for such a firm corporation, partnership or institution.

The definition and criteria for determining the safety record of a bidder:

1. If the bidder reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.
2. If the bidder reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder.

Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency, the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

3. If the bidder reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

### **Bonding**

Bonds are not required for construction contracts that are less than \$25,000.

### **Bid Bonds**

Bid bonds are not required from any bidder whose rates are subject to regulation by a state agency. If the Purchasing Agent decides that a bid bond is required for a particular contract, the

IFB states that a bid security in the amount of 5% of the contract price is required and that it must be executed by a surety company authorized to do business in Texas. The bid security may be in the form of a bond, company or cashier's check, or money order.

Letters of Credit may not be substituted for any bid bonds related to a public works project, if the cost of the project exceeds \$25,000.

### **Performance Bonds**

For all contracts in excess of \$100,000 for the construction, repair, or alteration of a public work or the prosecution or completion of any public work, before commencing work, the vendor must execute a performance bond that is:

- payable to Travis County, Texas,
- in the full amount of the contract,
- conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents,
- solely for the protection of Travis County Texas,
- executed by a corporate surety or sureties in accordance with the Insurance Code, and
- in a form approved by the Commissioners Court.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code, chapter 2253 is construed as if it conforms to that chapter in relation to rights created, and limitations on the bonds and remedies provided.

Letters of Credit may not be substituted for any performance bonds related to a public works project if the cost of the project exceeds \$25,000.

### **Payment Bonds**

For all contracts in excess of \$25,000 for the construction, repair, or alteration of a public work or the prosecution or completion of any public work, the vendor, before commencing work, must execute a payment bond that is:

- solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material for a public work,
- payable to Travis County, Texas,
- in the full amount of the contract,
- executed by a corporate surety or sureties in accordance with the Insurance Code, and
- in a form approved by the Commissioners Court.

Payment bonds must be effective from commencement of performance until the end of the fourth month after all work for the project is completed, unless releases are obtained from all subcontractors and materialmen. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of chapter 2253 of the Texas Government Code are construed as if it conforms with that chapter in relation to rights created, limitations on the bond, and remedies provided.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

- 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
- the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D, 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 County may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

Letters of Credit may not be substituted for any payment bonds related to a public works project if the cost of the project exceeds \$25,000.

### **Pre-Bid Conference**

The Purchasing Office provides detailed information on the bidding requirements of the IFB to ensure that purchasing procedures are complied with and the user department provides technical information and to ensure that technical standards are complied with. Purchasing schedules the pre-bid conference and assists in conducting the conference as follows:

- Have all attendees sign the attendance roster.
- Provide a detailed Agenda which:
  - Provides a brief introduction of the project title, magnitude, and performance period.
  - Indicates whether there has been any addendum issued, and if so, provides all attendees and project document holders with a copy.
  - Discusses the Purchasing Office role in the procurement and administration process.
  - Establishes a “cut-off” date for questions and requests for clarifications, as well as a final date for issuance of addendum
  - Discusses the Historically Underutilized Business (HUB) requirements as outlined in the appropriate section of the project manual.
- Have the project Engineer, Architect or Project Manager discuss the specifics of the project including review of the plans and specifications and allows for a question and answer session.
- Determine any issues discussed during the conference that require issuance of an addendum. The Purchasing Agent may extend the date specified in the notice if needed. The Purchasing Office issues the amendment only if there are at least five (5) days between the date of the addendum and the date specified for bid opening. If less than five days exist, the opening date should be extended to allow for a minimum of five days between the date of the addendum and the opening date specified in the addendum.
- Have the user department provide Purchasing with the technical documents (i.e. changes or additions to the plans and or specifications).
- Prepare addendum using standard form and distributes the addendum to all attendees and project document holders.
- Record the minutes of the meeting and distributes them to all attendees.

**Receipt of  
Competitive  
Bids**

The following procedures are adhered to when receiving bids:

- The Purchasing Office receives all bids as specified by the IFB.
- **Bids are not accepted after the opening time on the day of bid opening.** All bids offered after the opening time are returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid arrived after the due date and time.
- The Purchasing Office records the name of the vendor submitting the bid, as well as the time and date the bid was submitted. If a bid is received by mail, express mail, or courier, the method of delivery is reflected in the record.
- After bids are received, the Purchasing Office provides a secure place to hold the bids until the opening date. The bids are to be received sealed and remain sealed until the Purchasing Office opens them in a public forum on the advertised date and time.
- On occasion, bids that are received in the mail or by some other independent carrier may be inadvertently opened. If this situation occurs, another employee of the Purchasing Office is immediately called to act as a witness that the details of the bid, especially the price, were not reviewed, then the bid was sealed again by that employee, and the incident is documented.

The above process shall be undertaken in a manner that precludes any perception of favoritism and avoids revealing bid prices or any bid information. Publicly receiving sealed bids and recording the submission of requested bids inhibits the perception that the Purchasing Office is manipulating the receipt of bids.

**Public Opening  
of Bids**

The Purchasing Office publicly opens and documents sealed bids on the date, time and place specified in the notice. Preliminary bid tabulations are provided to the public upon request. The Purchasing Office and the user department determine who is responsible for creating the bid tabulation and, if it is the user department, then the user department provides a copy to the Purchasing Office for distribution to the general public. For those bids that contain numerous line items, a tabulation that includes the total bid amount, excluding individual line item amounts per bidder, can be provided immediately after bid opening. Requests for all-inclusive bid tabulation are honored after it is completed and may require at least four (4) County business days.

The Purchasing Agent provides a copy to the Commissioners Court with the contract award package. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. In cases of discrepancy between the price written in words and the price written in numerals, the price written in words shall govern. If a conflict between the unit price and total contract amount/price exist, the unit price shall govern.

**Evaluation of  
Bids**

The Purchasing Office evaluates all bids with assistance from the user department and they jointly develop a recommendation for award to Commissioners Court. The evaluation of bids is based on the following factors:

- the relative prices of the bids, including the cost of repair and maintenance of heavy equipment if that is subject of the bid, or the cost of delivery and hauling if road construction equipment is the subject of the bids;
- the compliance of goods and services offered with specifications; and
- the responsibility of the vendor, including the vendor's past performance, the vendor's financial and practical ability to perform the contract, and the vendor's safety record if Commissioners Court has adopted a definition of safety that is stated in the IFB.

Purchasing forwards a complete bid packet to the Official or Executive Manager for completion

and signature. The form and any other documentation from the user department is submitted with the agenda request to justify the award. Purchasing is responsible for placing the item on the agenda of the Commissioners Court.

When the lowest priced bid is not the best bid, clear justification for not selecting the lowest bidder must be documented to the Commissioners Court. This recommendation may be supported by clear and concise documentation from the user department that determines the rationale for awarding to a bidder other than the lowest bidder. A joint review of the bid by the user department and the Purchasing Office is required.

### **Pre-Award Conference**

To ensure the vendor understands all the requirements of the project manual and plans, and to provide the vendor the opportunity to voice any concerns or issues they may have with the project or the project documents as designed, a pre-award conference may be held prior to contract award. Any potential Value Engineering (VE) opportunities that may improve the project, offer a cost savings to the County, or provide a better method in achieving the desired goal may also be discussed at this time. The pre-award conference ensures, to the greatest extent practical, the successful award, performance and completion of the project.

Pre-award conferences are normally reserved for more complex and complicated construction projects or in some instances where it is the vendor's first construction project with the County.

A joint determination, by the Purchasing Office and the project manager, is made as to the necessity of a pre-award conference. The Purchasing Office schedules the conference, prepares the agenda, and conducts the meeting. The project manager ensures the vendor has a clear understanding of the project technical requirements, and that the bid covers all requirements, evaluates the feasibility of any suggested VE options, and addresses any issues/problems, with the project documents or design.

### **Contract Award**

The Purchasing Agent and the Official or Executive Manager recommend contract award to Commissioners Court in session. The Court shall:

- Award the contract to the responsive and responsible bidder who submits the lowest and best bid; or
- Reject all bids and publish a new notice if the goods and services are still needed.

If two responsive and responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence about its responsibility. After award, the County Judge signs the contract for the County and the Purchasing Agent returns the bid bonds of any vendor that was not awarded a contract.

After an award is made, a notice of contract award form is processed. An original contract, along with contract award form, is maintained in Purchasing. The other originals, along with a contract award form, are furnished to the Contractor and the County Clerk when approved by Court. Copies of all documents are furnished to the user department, the Auditor's Office, and the County Attorney.

A Notice-of-Award ("NOA") letter, issued by the Purchasing Office, accompanies the contractor's copy of the contract. The NOA letter includes the requirements for the contractor to submit various documents, and the time period within which they must be submitted. For example, Payment Bonds, Performance Bonds, HUB documentation and an Insurance Certificate must be submitted within ten (10) workdays after contractor receipt of the NOA letter. Unless otherwise indicated, the NOA also states that Notice-to-Proceed is not issued unless the contractor

submits the required documents within the specified time period. If the contractor does not submit the required documents within the specified time period, the County has the option of holding the bid security and awarding the contract to the next lowest bidder.

### **Pre-Construction Conference**

Purchasing schedules the Pre-Construction Conference (also known as the Pre-Performance Conference). The user department is responsible for all technical presentations and the Purchasing Office ensures that all applicable purchasing procedures are followed. Purchasing assists in conducting the conference by:

- Having all attendees sign the attendance roster, introduce themselves, and briefly explain their involvement in the project;
- Discussing briefly the contract requirements, amount, and any other pertinent information about the project. The user department representative (technical representative) is responsible for providing a thorough synopsis of contract requirements and any County policies to which contractor must adhere;
- Establishing dates for submissions of all required documents such as material submittals, progress reports, payrolls, (when applicable), etc.
- Receiving required documents from the contractor, i.e., Performance Bond, Payment Bond, Insurance Certificate and the optional forms like HUB Documents, Notice of Intent Forms, if not previously provided;

**Note: The NTP is not issued until all required bonds and insurance certificates have been received, reviewed and verified with the appropriate agency (i.e. surety or insurance agency);**

- Ensuring a complete understanding by all participants on all issues before adjourning.
- Preparing minutes of the Conference, including all technical discussions and distributing them.

Purchasing works with the user department on the timing of the issuance of the Notice-To-Proceed (NTP). After Purchasing receives all of the required documents, the user department determines when the NTP is issued. If all is in order, Purchasing issues the NTP.

### **Contract Administration**

The user department is responsible for monitoring and documenting contractor performance and compliance and provides Purchasing with copies of this documentation, which keeps the Purchasing Office informed about all performance and compliance issues. Discussions that merely explain the interpretation of the specifications may be dealt with orally by the user department.

If poor performance or non-compliance with the contract is evidenced, the user department initiates written corrective action with the contractor and provides Purchasing with an advance copy of any written correspondence directing correction of a discrepancy. The user department solicits Purchasing to initiate corrective action when the user department cannot resolve conflict through correspondence in consultation with the occupant department.

The user department must not provide any instructions or requests for changes directly to the contractor. The user department must provide all information necessary for the contractor to meet its needs either through the user department that is responsible for constructing the facility or the Purchasing Office. Only the user department's project manager or the Purchasing Agent has the authority to give any directions directly to the contractor.

The Purchasing Agent takes all steps related to correcting non-compliance with the contract but

must consult with the County Attorney before taking any steps toward suspension or termination of the contract unless emergency, life safety, or property damage issues require immediate temporary work stoppage. Before any letters, notices or other communication related to termination or suspension are sent to the contractor, the contents of these must be reviewed by the County Attorney as the initial steps toward potential litigation.

Documentation of contractor performance is often overlooked and is most important if suspension or termination is sought. To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, locations, examples, etc. must be documented.

Contract administration duties are basic daily, weekly, and monthly activities of the Purchasing staff and must take place to ensure successful completion of the project and to ensure the County receives the goods and services for which it has contracted. Unless otherwise noted, the following are responsibilities of the Purchasing Office:

- Schedule and assist in conducting the pre-construction conference.
- Maintain a comprehensive, neat, and orderly contract file that includes all documentation related to the procurement process including the pre-solicitation, solicitation, contract award, post award, and administration phases of the project.
- Monitor the continued insurance coverage and obtain updated certificates on a timely basis
- If project is federally funded, receive and review copies of contractor payrolls to ensure payments made to contractor's employees comply with the prevailing wage rate classifications by trade that are included in the contract.
- Perform periodic visits to the construction site to perform spot labor interviews to ensure contractor compliance with prevailing labor laws.
- Receive and review copies of contractor invoices for accuracy. Discrepancies are reported to the contractor and user department for resolution. The user department provides Purchasing with a copy of the invoice immediately upon receipt from the contractor. The Purchasing Office verifies in writing that the invoice is appropriate for payment before submitting it to the County Auditor for payment.
- Maintain and monitor correspondence: The user department may hold oral discussions with the contractor that merely explain or interpret the specifications. All correspondence, concerning major issues involving non-compliance, between the contractor and the County are directed through the Purchasing Office. This ensures that the Purchasing Office is aware of any directives being issued to the contractor or any potential problems that may occur in the performance of the contract.

In emergency situations, or those regarding minor issues, correspondence may be issued directly to the contractor through the user department. **However, Purchasing must be provided a copy of the correspondence immediately.** The professional judgment of the user department representative determines what constitutes an emergency, and what is considered to be a minor issue. If it appears that the level of non-compliance may result in a suspension or termination of the contract, the Purchasing Agent must seek the advice of the County Attorney before sending a notice to show cause not to terminate or placing the contract on the agenda for the Commissioners Court to authorize termination.

Bid bonds may be required with all bids over \$50,000. The contractor provides payment and performance bonds within ten (10) workdays after receipt of the Notice-of-Award letter. They are

reviewed by both the user department representative and Purchasing. Originals are maintained in the Purchasing Office. Copies are provided to the user department upon request. Insurance certificates are provided by the contractor during the pre-construction conference. The certificate is maintained in the main contract file in the Purchasing Office.

### **Change Orders**

The Purchasing Agent on the recommendation of the Official or Executive Manager responsible for the project may approve change orders to construction contracts.

The Purchasing Agent may modify contracts at any time, in writing, if the changes are within the general scope of the contract including changes to any of the following:

1. drawings, designs, or specifications;
2. correction of errors of a general administrative nature or other mistakes;
3. increases or decreases in the quantity of items purchased;
4. increases or decreases in cost of \$50,000 or less; as long as:
  - the original contract price has not been increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made, and
  - the contractor has consented to decreases in the original contract price of 18 percent or more.
5. time extensions allowed by the contract terms and conditions;
6. contract name changes; and
7. assignments of payment

Negotiations of change orders, particularly those which result in an increase in contract price or performance period, require that the Purchasing Office be notified on a timely basis so that the Purchasing Agent can approve it. Purchasing shall be provided a copy of the proposed change order, with available supporting documentation.

A change order shall not be issued until it is determined that the necessary funds are budgeted and available. A statement to that effect should be included with the back up documentation.

### **Close Out Procedures**

The Purchasing Agent ensures that all applicable warranty certificates are received and safeguarded throughout the term of the warranty. The Purchasing Office provides copies of the warranty certificates to the user department and the occupant department.

The Purchasing Agent supervises return of bonds in cooperation with the user department to ensure that the contract is complete in all respects before these are returned. Every subcontractor and materialsman must provide a release that states that the subcontractor or materialman releases Travis County from all claims arising from labor or materials provided for the project.

### **Alternative Project Delivery Methods**

Chapter 271, Subchapter H of the Texas Local Government Code applies if an alternative project delivery method (that is, not "traditional" competitive bidding) is being utilized. Specific procedures and requirements are developed for each specific project using an alternative delivery method. If an alternative project delivery method is not being used, the provisions of Chapter 262 of the Texas Local Government Code apply.

## Chapter 16: Exemptions to the Competitive Procurement Process

### Purchasing Act

Some goods and services can be exempted from the competitive procurement process if the Commissioners Court orders the purchase exempt. Section 262.024 of the Texas Local Government Code lists all the circumstances when exemptions are available for purchases made out of current funds, bond funds, or through time warrants. The following is a list of these circumstances:

- Goods and services that must be purchased in a case of public calamity, if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
- Goods and services necessary to preserve or protect the public health or safety of the residents of the County;
- Goods and services necessary because of unforeseen damage to public property;
- Personal or professional services;
- Work performed and paid for by the day, as the work progresses to a maximum of 20 days within any three-month period;
- Any land or right of way;
- Goods and services that can only be obtained from one source (sole source), including:
  - Goods and services for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
  - Films, manuscripts, or books;
  - Electric power, gas, water, and other utility services; and
  - Captive replacement parts for equipment.
- Food goods if purchased after solicitation of at least three bids by telephone or written quotation at intervals specified by the Commissioners Court;
- Personal property sold at auction by a state licensed auctioneer, in a going out of business sale held in compliance with the Business and Commerce Code, or by a political subdivision, state agency or federal government entity;
- Work performed under a community and economic development contract under section 381.004 of the Texas Local Government Code; and
- Renewal of an equipment lease or equipment maintenance agreement if the lease was competitively bid within the last year and the extension does not exceed one year.
- vehicle and equipment repairs

### Public Finance Act

In addition, section 271.056 of the Texas Local Government Code lists all the circumstances when exemptions are available for purchases made from funds obtained from certificates of obligation. The following is a list of these circumstances:

- Goods and services that must be purchased in a case of public calamity, if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
- Goods and services necessary to preserve or protect the public health or safety of the residents of the County;
- Goods and services necessary because of unforeseen damage to public property;
- Personal or professional services;

- Work performed by the County's employees and paid for as the work progresses;
- The purchase of any land, building, existing utility system, or right of way for authorized needs and purposes authorized under the certificate of obligation;
- A contract paid entirely from current funds or bond funds or a contract for which advertising was done in compliance with Chapter 271 of the Texas Local Government Code and certificates of obligation are issued to provide for a deficiency in current funds or bond funds;
- The sale of a public security as defined in section 1204.001 of the Texas Government Code;
- A contract that is not required to be made in accordance with competitive bidding procedures under the County Purchasing Act.

**Policy**

Exemption orders must be processed through the Purchasing Agent. For purchases exceeding \$50,000, the Purchasing Agent requests the exemption order from Commissioners Court in all cases except the acquisition of interests in land for county purposes

**Procedure**

The Official or Executive Manager submits a memo to the Purchasing Agent requesting an exemption to the competitive procurement process and identifying the basis for the exemption (e.g. emergency, sole source). The memo must state specific details and explain why an exemption from the competitive procurement process should be requested and granted. When possible, it should also contain the name of the vendor, goods or services covered by the order and the expected maximum cost and other relevant programmatic information justifying the exemption.

**Emergency**

If there is a declaration of a local state of disaster, the County Judge is the authority to approve purchases. When purchases are necessary because any other emergency situation exists, the Purchasing Agent must be contacted to ensure compliance with the Purchasing Act. Emergency, as used in the Purchasing Act and this chapter, is an urgent unforeseeable need to make a purchase that does not result from a local state of disaster as defined in chapter 63 of the Travis County Code.

**Emergency purchases exceeding \$50,000 require an exemption order granted by the Commissioners Court before a purchase order can be issued.**

**Sole Source Goods and Services**

Sole-source goods and services require a signed statement from the Purchasing Agent about the existence of only one source, and specifically noting which type of listed sole source good or service is being purchased. For purchases over \$50,000, the statement is submitted for acceptance by Commissioners Court, and must be reflected in the minutes of the meeting of the Commissioners Court. Sole-source items include:

- Goods and services for which competition is precluded from bidding because of the existence of patents, copyrights, secret processes, or monopolies;
- Films, manuscripts, or books;
- Electric power, gas, water, and other utility services; and
- Captive replacement parts for equipment.

**Food Purchases**

The Commissioners Court orders that food purchases for Travis County adult and juvenile correctional facilities are exempt from the competitive bidding requirements of the Purchasing Act if the following procedures are followed in making the purchases:

1. The Food Manager in the Sheriff's Office maintains a list of all vendors that wish to bid on food. To be added to the list, a vendor must request a specification package for each category of food on which the vendor wants to bid. This specification package states the

approximate amounts of foods required in the specified timeframes, the quality and service level requires, and the terms and conditions of the contract.

2. When applicable, specifications for food categories require fixed prices for one year.
3. The Food Manager in the Sheriff’s Office solicits at least three bids by telephone, written quotation, or electronically for the following categories at the following intervals:

|                |                           |
|----------------|---------------------------|
| Produce        | Monthly                   |
| Canned Good    | Quarterly                 |
| Meat           | Quarterly                 |
| Groceries      | Quarterly                 |
| Dairy products | Annually or semi-annually |
| Bread          | Annually or semi-annually |

4. The Food Manager, through the Purchasing Agent, submits the bids to the Commissioners Court with a recommended award of the food purchase contract(s) to the responsible bidder who submits the lowest and best bid. The Food Manager may also recommend that the Court reject all bids and repeat the bidding process if it is determined to be in the best interest of the County. The lowest and best bid is determined based either (1) on the overall low bid or (2) on the line item low bid, whichever is more advantageous to the County. In recommending the responsible and lowest and best bid, the Food Manager considers the relative price of the bids, compliance of the products with the specifications, financial condition of the vendor, ability to perform the contract terms, and past performance with the County. If after award, any vendor does not provide the volume or quality of food, or the timeliness of delivery required by the contract, the Food Manager may procure items from the next lowest vendor until the Commissioners Court considers termination of the contract or the end of the timeframe if the contract is bid weekly.
5. If the Food Manager has maintained documentation on the details that support the removal of a vendor from the list of those who wish to bid and presents it to the Commissioners Court, the Commissioners Court may remove a vendor from the vendor list for the following reason:
  - the vendor has not bid in response to three consecutive requests for bids, or
  - the vendor has not provided the volume or quality of food or timely deliver as required by the contracts.
6. The Food Manager encumbers funds for the contracts using either a manual requisition or purchase order on the H.T.E. system.
7. The Food Manager must maintain a record of all bids solicited, vendors contacted, and the awarded food contract for at least two years after expiration of the contract, or until audited by the County Auditor, whichever occurs first.

**Real Property**

The Commissioners Court has directed that the Facilities Management Department, with the advice of the County Attorney, handle the acquisition and administration of real property. The Purchasing Agent does not supervise the lease or purchase of real property.

**Duration of Exemption**

An Exemption Order approved by the Commissioners Court for a specific contract shall be in effect until rescinded by the Court, unless a specific period of time for the exemption is

authorized by the court.

## Chapter 17: Renewal of Equipment Leases and Maintenance Contracts

|                                       |  |
|---------------------------------------|--|
| <b>Statute</b>                        | <p>The first renewal or extension of an equipment lease or of an equipment maintenance contract can be exempted from formal competitive bidding, if the Commissioners Court orders the exemption <b>and if</b>:</p> <ul style="list-style-type: none"> <li>• the lease or contract has gone through formal competitive bidding within the preceding year; and</li> <li>• the renewal or extension does not exceed one year.</li> </ul>   |
| <b>Policy</b>                         | <p>The Purchasing Office processes the procurement of all equipment leases and maintenance contracts and exemption orders for all renewals or extensions. The Purchasing Agent supervises all negotiations with vendors. Purchasing maintains the contract originals and sends the user department a copy. Purchasing monitors maintenance contracts for expiration dates and treats their renewal as annual term contracts.</p> <p>The Purchasing Agent may execute any contract for equipment leases and maintenance contracts that are procured in compliance with the Purchasing Act and in which the cost does not exceed \$50,000.</p>   |
| <b>Procedures</b>                     | <p>The user department enters a requisition into the H.T.E. system identifying the budget line item account. The requisition identifies the purchase as either a lease or maintenance contract. The requisition should include the serial number, model number and physical location of equipment. The beginning and end dates of coverage should be specified.</p> <p>If the user department is processing a renewal either the original County contract number or the State term contract number should be identified in the requisition.</p> <p>If the request is for a sole source lease or maintenance contract, the user department must follow up the requisition with a memo justifying why it is a sole source purchase.</p> <p><b>Note:</b> If the lease or maintenance contract is from an authorized state contract or cooperative agreement vendor, the user department must include the Vendor ID number, part number, class and item number, and contact person on the requisition.</p> |
| <b>Technical Department Approvals</b> | <p>Records Management &amp; Communication Resources (RMCR) and Information and Telecommunications Services (ITS) may be involved in the analysis of whether a maintenance contract or in-house repairs are more appropriate. Departments should coordinate with either RMCR or ITS on these analyses and provide a statement from the appropriate department that the maintenance contract sought is appropriate.</p> <p><b>Note:</b> An often-overlooked cost of equipment or software is on going maintenance. All on-going maintenance issues should be considered, evaluated, and priced in the initial procurement process.</p> <p>RMCR must be contacted on maintenance contracts for all micro processing and copying equipment.</p> <p>ITS must be contacted on all software and hardware procurements and ongoing maintenance contracts. An ITS Assessment form should be submitted along with each agenda item for Commissioners Court action for these services.</p>                        |

## Chapter 18: Receipt of Goods and Payment

**Policy** Departments **must** notify the Purchasing Office if goods are not received by the due date or if damaged goods are delivered.

**Verify Order** Department employees receiving shipments must pay particular attention to the delivery ticket, and determine whether it matches the County's purchase order. The person receiving the goods must verify that all goods were shipped as stated on the delivery ticket, and sign **in his or her own name (a full signature in ink)** on all of the appropriate receiving documentation, particularly the County copy.

The user department must acknowledge receipt and acceptance of delivered goods through the H.T.E. system within five working days. (Please **do not** accept items in the H.T.E. system if damaged goods have to be returned.) Timely receipt of goods in the H.T.E. system is critical to the timely processing of payments to vendors in compliance with Texas Government Code, section 2251.021 Prompt Payment Act. According to this section, payment for goods or services received is overdue on the 31<sup>st</sup> day after the later of:

- the date the County receives the good under the contract.
- the date the performance of the service under the contract is complete, or
- the date the County receives and invoice for the goods or service.

**Damaged Goods** When a shipment arrives, the user department must inspect the condition of all cartons. If goods are undamaged, the department receiving the shipment should sign the freight bill. If goods are visibly damaged, the receiving department must instruct the freight line driver to:

1. Note the damage on the freight bill, and;
2. Sign the freight bill.

If there is concealed damage, save the shipping cartons so that the Purchasing Office can notify the freight line and request an "inspection and report of concealed damage". A receiving report noting the damage should be completed and matched with the receiving copy of the purchase order.

All boxes and packing materials should be kept in the event of visibly damaged and concealed damage goods shipments.

Damaged goods must be reported to the freight line within 15 days after delivery. After 15 days the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Office as soon as possible so that the contractor can be notified and instructed about corrective action. To comply with the Prompt Payment Act, the Purchasing Office notifies the contractor within 21 days of any damaged goods received to avoid interest being paid to the contractor.

Damaged goods should not be returned to the freight line or the contractor, unless specifically requested to do so and then only if a claim has been filed or if authorization has been given by the contractor or the Purchasing Office.

**Documentation**

All receiving documentation must be maintained by the user department for their record. All vendor invoices are sent directly to the Auditor. The department should provide documentation to the Auditor's Office regarding any disputes in receipts of goods.

Any warranty information **must** be copied to the Purchasing Office. Warranty information can be tracked through the H.T.E. system.

## Chapter 19: Contract Modifications

### Policy

During the term of a contract, it may be necessary to make changes to the contract. These changes can be minor, administrative changes such as a change of address or they can be substantial changes that affect the price and delivery.

There are basically two ways to change a contract. One way is a bilateral modification, in which both parties to the contract agree that a modification is necessary. Both parties must sign to indicate their agreement. The second way is a unilateral modification. In this case, terms and conditions in the original contract set forth the situations under which the County may exercise a right to modify the contract without the contractor's consent.

### Unilateral Changes

The Purchasing Agent may modify contracts, in writing, if the changes are within the general scope of the contract including changes to any of the following:

1. drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for the County in accordance with the drawings, designs, or specifications;
2. method of shipment or packing;
3. place of delivery;
4. correction of errors of a general administrative nature or other mistakes;
5. increases or decreases in the quantity of items purchased;
5. increases or decreases in cost of \$50,000 or less as long as:
  - the original contract price has not been increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made or
  - the contractor has consented to a decrease of 18 percent or more ;
7. time extensions allowed by the contract terms and conditions;
8. contract name changes; and
9. assignments of payment.

**Note:** The total contract price may not be increased unless the cost of the change can be paid from current and available funds.

## Chapter 20: Contract Administration

**Policy** Contract administration and oversight includes four general processes:

- Planning
- Monitoring Contractor Performance
- Payment Approval
- Change Management

All aspects of the of contract administration are important. Documentation of specific non-compliance must be available to enforce contractual terms. Documentation includes a description of specific dates, locations, examples, etc. of non-performance and any contact or communication with the contractor about non-compliance.

The user department has primary responsibility for monitoring and documenting contractor performance and compliance. The user department must provide copies of all documentation of non-compliance to the Purchasing Office. Copies may be sent by e-mail to the Purchasing Agent. The Purchasing Office maintains all documents about events during the term of the contract including contract performance and documents related to clarification of expected performance. The user department does not need to provide copies of documentation about clarification of expected performance standards with which the contractor complied after clarification. The user department should contact the Purchasing Office if there is any question about what should or should not be documented.

If the user department observes poor performance or non-compliance with the contract, Purchasing communicates with the contractor and initiates any corrective action. The Purchasing Agent takes all steps related to obtaining contract compliance, but consults with the County Attorney before taking any steps toward contract suspension or termination. Before any letters, notices and other communication related to termination or suspension are sent to the contractor, they are reviewed by the County Attorney as the initial steps toward potential litigation.

### **Contract Administration**

The objectives of contract administration are to:

- Ensure the contract requirements are satisfactorily performed before payment,
- Properly discharge of the responsibilities of both parties,
- Identify any material breach of contract by assessing the difference between contract performance and material non-performance, and
- Determine if corrective action is necessary and take that action if required.
- Resolve any disputes.

The statement of work is the guide for contract administration. Therefore, planning for contract administration occurs before issuance of the solicitation. Effective contract administration minimizes or eliminates problems and potential claims and disputes.

Good contract management ensures that the contract requirements are satisfied, that the good and services are delivered in a timely manner, and that the financial interests of the County are protected.

The contractor must perform and meet the requirements of the contract. To do so, contractors sometimes need technical direction and approval from County staff. County staff must provide this technical direction and approval in a timely and effective manner. All guidance provided to a contractor must be within the scope of the contract.

### **Contract Management**

The responsibilities of the contract manager are:

- Participating, as necessary, in developing the solicitation and writing the draft documents,
- Monitoring the contractor's progress and performance to ensure goods and services conform to the contract requirements,
- Managing any county property used in contract performance,
- Authorizing payments consistent with the contract documents,
- Exercising remedies, as appropriate, where a contractor's performance is deficient,
- Resolving disputes in a timely manner,
- Documenting significant events, and
- Maintaining appropriate records.

A good contract manager ensures that the contract requirements are satisfied, that the goods and services are delivered in a timely manner, and that the financial interests of the County are protected.

### **Post Award Conference**

A post award conference is a meeting with the contractor and includes the principals responsible for administering the contract. The conference is typically held soon after the contract is awarded. It is an orientation for the contractor to ensure a clear and mutual understanding of all contract terms and conditions, and the responsibilities of all parties. The conference also serves as a tool to clarify and resolve any potential misunderstandings early. Although both the contractor and County staff should be fully aware of the contract requirements, the post award conference ensures that those involved directly in the contract administration process understand all requirements of contract performance.

### **Monitoring Performance**

Monitoring the performance of a contractor is a key function of proper contract administration. The purpose is to ensure that the contractor is performing all duties in accordance with the contract and for the user department to be aware of and address any developing problems or issues.

### **Monitoring by Third**

In some instances the obligation to monitor the progress of a contract is assigned to another contractor. This is known as independent oversight. For example, in a construction contract, the architectural firm that provided the construction plans may perform the task of ensuring progress in accordance with the contract.

### **Dispute Resolution**

Dispute resolution is covered by statute under Texas Government Code Chapter 2260. The goal of the resolution process is to resolve all problems before they escalate to the next level. To avoid escalation of problems to the next level and ensure the County has not exacerbated potential problems, County personnel must respond promptly to all contractor inquiries. Initial steps to be taken are:

- Identify the problem – what may appear to be a problem can sometimes be resolved by

providing the contractor with information or clarification

- Research facts – Purchasing should obtain all the information about the potential problem from all relevant sources, including the project manager and the contractor.
- Evaluation – Purchasing should review all of the facts in conjunction with the requirements and terms and conditions of the contract. Purchasing determines the appropriate course of action.

Proper dispute resolution is a core skill of successful contract management. Identifying problems early in the performance period, effectively communicating, and formalizing the process in writing through a cure note procedure or less formal written procedure is essential. A contract termination is a failure by BOTH parties to a contract. Termination is the last resort.

### **Termination for Convenience**

A termination for convenience, also known as a no-fault termination, allows the County to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that the termination is in the best interest of the County.

Purchasing provides the contractor a written notice specifying the extent of termination and the effective date, providing as much notice as possible.

The Contractor is generally paid for allowable costs incurred up to the termination. The County is not liable for payment to the contractor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination

### **Termination for Default**

A contract may be terminated for default when the County concludes that the contractor fails to perform, make progress, or in any way breaches the contract.

Termination for default should be used as the last resort and not as punishment. The County should do everything within reason to assist the contractor in curing any default. Factors to consider before making a termination for default decision include:

- The provisions of the contract and applicable regulations,
- The specific contractual failure(s) and the explanation provided for the failures,
- The urgency of the need for the contracted supplies or services,
- The availability of the supplies or services from other sources and the time required to obtain them, and
- Availability of funds or resources to re-purchase if the costs cannot be recovered from the delinquent contractor. Under a termination for default, the County may demand re-procurement costs from the defaulting contractor.

### **Contract File**

Keeping one complete master contract administration file is critical. The file provides a basis for settling claims and disputes if they arise in administrative or court actions. Throughout the life of the contract, the Purchasing Office contract administration file should contain such things as:

- An original copy of the current contract and all modifications,
- An original copy of the agenda request(s),

- A copy of all specifications, drawings or manuals incorporated into the contract by reference,
- The solicitation document, the contractor's response, evaluation determination, and the notice of award document,
- A list of contractor submittal requirements,
- A list of County furnished property or services,
- A copy of the pre-award conference summary, if applicable,
- A copy of all general correspondence related to the contract,
- The originals of all contractor data or report submittals,
- A copy of all notices to proceed, to stop work, to correct deficiencies and change orders,
- The records or minutes of all meetings, both internal and external, including sign-in sheets and agendas,
- A copy of the original bidders list, and
- Any other information required by the standard contract file checklist

## Chapter 21: Professional Development and Certification

- Policy** The policy of the Travis County Purchasing Office is to develop and maintain a professional procurement staff that achieves these broad purposes:
- To provide the best service possible to all county departments in a fair and equitable manner;
  - To ensure an atmosphere of equality to all vendors without regard to undue influence or political pressures; and
  - To protect the interest of county taxpayers in all expenditures.
- Key Objectives** Within the stated purposes, the Purchasing Office strives to meet the following key objectives:
- The actions of the office must be legal, ethical, and defensible.
  - The office contributes to the attainment of Travis County's organizational goals.
  - The office effectively communicates with all county employees and vendors.
  - The office consistently provides sound management data, including historical performance records.
  - The professional staff obtains the skills and training necessary to perform their duties effectively and efficiently.
  - The professional staff attempt to obtain purchasing certification.
- Training** To support these purposes and objectives, the training policy of the Purchasing Office is:
- All staff must maintain an extensive knowledge of software programs to perform effectively within each related job. They must be current on all software applications used by the office. Training courses are assigned depending on knowledge and position requirements of the individual. Staff takes advantage of computer training offered by the County before pursuing external sources.
  - Professional staff are required, as funding is available, to attend the following standard seminars:
    - Basic Public Purchasing
    - Public Purchasing Law
    - Advanced Public Purchasing
    - Specification Writing
  - Depending on availability, these courses may be substituted for other approved courses. The professional staff may continue their professional education to remain current on purchasing issues through applicable seminars as available.
  - All professional staff is encouraged to participate in relevant training to enhance their efficiency and effectiveness in performing their duties.

- Professional staff is encouraged to pursue professional certification through the National Institute of Governmental Purchasing or the Institute of Supply Management.
- Management support and funding are provided for training to allow staff educational opportunities related to the position. Registration for training must have prior approval of the Purchasing Agent, and all expenses must comply with Travis County Travel and Training policies.

## Chapter 22: Definitions

**Advertisement** - A public notice put in a newspaper of general circulation containing information about a solicitation in compliance with legal requirements

**Alternate Delivery Method** – a method of procuring construction services other than “traditional” competitive bidding. Methods may include design-build, construction manager (either at risk or as agent), and job order.

**Amendment/Addendum** - A document used to change the provisions of a Solicitation. Addendum is the preferred term in the Construction Industry.

**Annual Term Contract** - A recurring contract for goods or services, usually in effect on a 12 month basis.

**Auditor** - Travis County Auditor and her designated representatives.

**Best Value** - A method of evaluating the price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the best and lowest overall life cycle cost proposal taking into consideration various factors depending on what is being procured.

**Bid Bonds** – A deposit required of bidders to protect the county if a low bidder withdraws its bid or fails to enter into a contract. Acceptable forms of bid deposits are limited to: cashier’s check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on a US Department of the Treasury’s listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.

**Bidder** – A vendor that submits a bid including anyone acting on behalf of the vendor that submits a bid, such as agents, employees, and representatives.

**Bidders List** - An automated list of vendors who stated in writing an interest in submitting bids for particular categories of goods and services.

**Centralized Master Bidders List (CMBL)** - A list maintained by the Texas Procurement and Support Services containing the names and addresses of prospective bidders.

**Change Order** - A document used in construction contracts to change the contract by modifying the specifications, increasing or decreasing the cost, adjusting the time for performance or changes the goods or services to be delivered.

**Commissioners Court** - Travis County Commissioners Court.

**Commodity Code** - The accounting system classification of goods and services with a unique number assigned to each description.

**Competitive Bidding** – Process that allows available vendors to compete with each other to provide goods or services.

**Competitive Proposal Process** – Process that allows available vendors to compete with each other to provide goods and services and permits flexibility in product solicitation and negotiation in compliance with TEX. LOC. GOV’T CODE ANN., section 262.030.

**Component Purchases** - A series of purchases of component parts of goods that are normally purchased as a whole.

**Consultant** – A person who provides or proposes to provide advice and counsel in a specialized area.

**Contract** - A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are furnished to the County which commits the County's funds.

**Contractor** - A vendor who has been awarded a contract by Travis County.

**County** - Travis County.

**County Attorney** - Travis County Attorney or his designated representatives.

**County Clerk** - Travis County Clerk or her designated representatives.

**Cycle Time** - The time between when a purchase requisition is received in the Purchasing Office and placement of a purchase order with a vendor. Cycle time does not include the time required for delivery or the time it takes for the Purchasing Office to obtain corrections to line item accounts, commodity codes, and other necessary information.

**Design-Build Contract** – A single contract for the design and construction of a facility that includes both an engineer or architect and a builder qualified to engage in building construction in Texas.

**Design Criteria Package** – A set of documents that provides sufficient information to permit a vendor to prepare a response to County request for qualifications and any additional information requested, including criteria for selection.

**Department** - All county and precinct offices and subdivisions of them, as well as district offices and subdivisions when the purchases are funded even partially with county funds.

**Emergency Purchase** - An item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county.

**Employee** - Any county or precinct elected official, appointed official, or employee and any district elected official, appointed official or employee when the purchase is funded even partially with county funds or anyone who acts on behalf of any of them.

**Executive Manager** - Any Executive Manager and any person authorized to act on his or her behalf.

**Formal Competitive Bidding** - The bidding process in compliance with the County Purchasing Act which requires approval by the Commissioners Court.

**Goods** - Any personal property purchased by the County, including equipment, supplies, material, and component or repair parts.

**Historically Underutilized Business (HUB)** - A business in which at least 51% ownership is owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as being African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans or Caucasian Women.

**H.T.E. System** - Travis County Financial Management System which includes modules for accounting, purchasing and fixed asset management.

**Invitation For Bid (IFB)** - Specifications and formal bidding documents requesting pricing for a specified good or service which has been advertised for bid in a newspaper.

**Lease** - A contract for the use of personal property for a period of time in return for a specified compensation.

**Lowest Responsible Bid** - The offer from a bidder who submits the lowest and best price meeting all requirements of the specifications, terms, and conditions of the invitation for bid and includes any related costs to the county in a total cost concept and who has the financial and practical ability to perform the contract and whose past performance indicates the ability to comply with the contract.

**Modification** - A document used to change the provisions of a contract.

**Negotiations** – A consensual bargaining process in which the County and vendors attempt to reach agreement on differences in desired contract provisions or a potentially disputed matter for the purpose of reaching an understanding.

**Occupant Department** - The department that ultimately uses the finished goods or services when the purchase or construction is completed, which may be different from the user department.

**Official** - Any elected or appointed official and any person authorized to act on his or her behalf.

**Other Professional Services** – those services usually referred to as a professional service, but not specifically listed in the Professional Services Procurement Act and which require specialized technical skill and expertise; labor and skill which is predominantly mental or intellectual, including but not limited to computer programmer, lawyer, and facilitators.

**Payment Bond** - A surety bond executed in connection with a contract that secures the payment requirement of the contractor.

**Performance Bond** – A surety bond that provides assurance of a bidder's performance of a certain contract.

**Pre-Bid/Proposal Conference** - A conference conducted by the Purchasing Office for the benefit of those wishing to submit a response for services or supplies required by the County which is held in order to allow vendors to ask questions about the proposed contract and particularly about the contract specifications.

**Professional Services** - Services directly related to professional practices as defined by the Professional Services Procurement Act, including those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering.

**Proprietary Information** - Information provided in responses to solicitations to which vendor claims ownership or exclusive rights and which may be protected from disclosure under the Texas Public Information Act (TEX. GOV'T CODE ANN., chapter 551).

**Public Works** - Constructing, altering, or repairing a public building or carrying out or completing any public work.

**Purchase Order** - An order by the Purchasing Office for the purchase of goods and services written on the county's standard Purchase Order form and which, when accepted by the contractor without qualification within the specified time limit, becomes a contract or an amendment to an existing contract which operates as the vendor's authority to deliver and invoice for goods or services specified, and is the County's commitment to accept the specified goods or services for an agreed upon price.

**Purchase Requisition** - An automated request from a user department submitted to the Purchasing Office that authorizes the Purchasing Office to enter into a contract with a vendor to purchase goods or services for the County and authorizes the Auditor to charge the appropriate department budget and which is for internal use and cannot be used by a department to order materials directly from a vendor.

**Purchasing** - The acquisition of goods and services including construction and professional services.

**Purchasing Act** - Chapter 262, subchapter C of the Texas Local Government Code, which governs the conduct of

purchasing activity for counties.

**Purchasing Agent** - A person appointed by the Purchasing Board of County to make contracts on behalf of the County for: (1) erecting or repairing a county building; (2) supervising the erecting or repairing of a county building; or (3) any other purpose authorized by law.

**Purchasing Board** - A board composed of three district judges and two county commissioners who are responsible for appointing the Purchasing Agent and approving the office's budget.

**Purchasing Laws** - The laws that govern county purchasing including the following laws:

Purchasing Act, (TEX. LOC. GOV'T CODE ANN., ch. 262, subch. C)

Public Property Finance Act, (TEX. LOC. GOV'T CODE ANN., ch. 271, subch. B)

State Contract, (TEX. LOC. GOV'T CODE ANN., sec. 262.002, 271.081-3)

Services and Products of Severely Disabled, (TEX. HUM. RES. CODE ANN., chapter. 122.)

Interlocal Cooperation Agreement, (TEX. GOV'T CODE ANN., ch. 791)

Prompt Payment Act, (TEX. GOV'T CODE ANN., ch. 2251)

Bidders from other States and 5% Retainage, (TEX. GOV'T CODE ANN., ch. 2252)

Public Works Performance and Payment Bonds, (TEX. GOV'T CODE ANN., ch. 2253)

Professional Services Procurement Act, (TEX GOV'T CODE ANN., ch. 2254, subch. A)

Wage Rate for Construction Projects, (TEX GOV'T CODE ANN., ch. 2258)

Sales tax exemption for governmental entities (TEX. TAX CODE ANN. 151.309)

Worker's Compensation Compliance (Workers Compensation Rule 110.110)

Uniform Electronic Transaction Act (TEX. BUS. & COM.CODE ANN. Chapter 322)

**Purchasing Office** – The Office of the Travis County Purchasing Agent and her staff.

**Purchasing Liaisons** – designated purchasing contact within each department

**Request for Information (RFI)** - A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements.

**Request for Proposal (RFP)** - A document requesting an offer from vendors, which allows for negotiations after a proposal has been received and before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., sections 262.0295 and 262.030.

**Request for Qualifications (RFQ)** - A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act.

**Request for Services (RFS)** - A document that requests information about qualifications and details of services to be provided and costs for other professional services that are not covered by in the Professional Services Procurement Act, but may be exempted from competitive solicitation under the County Purchasing Act.

**Responsive** – A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

**Responsible** – A vendor who has the capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

**Sealed Bids** - Offers in response to an Invitation for Bids that is advertised in a newspaper and submitted to the Purchasing Office in a manner that conceals the price.

**Separate Purchases** - Acquisitions made in a series of different orders for goods and services that in normal purchasing practices that would be purchased in a single order.

**Sequential Purchases** - Acquisitions made over a period of time that in normal purchasing practices, would be made at one time.

**Services** - The furnishing of labor by a contractor that includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

**Sole Source Good or Service** - A good or service that can be obtained from only one source that is purchased in compliance with TEX. LOC. GOV'T CODE ANN., section 262.024.

**Solicitation** - A document, such as an invitation for bid, request for proposal, request for offers or request for qualifications issued by the Purchasing Office that contains terms and conditions for a contract to solicit a response from vendors to provide goods or services needed by the County.

**Solicitation Conference** – A meeting chaired by purchasing staff, designed to help potential vendors understand the requirements of a solicitation. Also known as a pre-bid or pre-proposal conference

**Specifications** - A total description of a good or service to be purchased by the County, and the requirements the vendor must meet to be considered for the contract which may include requirements for testing, inspection, or preparing any good or service for delivery, or preparing or installing it for use.

**User Department** - All county and precinct offices and subdivisions of them, as well as district offices and subdivisions when the purchases are funded even partially with county funds; the department from whose budget line item the contract is paid.

**Vendor** - A business entity or individual that seeks to have or has a contract to provide goods or services to the County.

# TRAVIS COUNTY PURCHASING OFFICE

## P-CARD POLICIES AND PROCEDURES

### 1.0 PURPOSE

These policies and procedures are to establish the methodology for employees of the Travis County Purchasing Agent to use purchasing cards and define the limits of their use in making purchases of Items. These policies and procedures are expected to provide Travis County with a method to purchase from vendors who do not accept purchase order, and provide a quicker turnaround of requests for low-dollar-value Items and to reduce paperwork and handling costs. Payments to vendors are made via the P-card settlement system. Travis County makes monthly settlements with the P-card Issuer.

### 2.0 ATTACHMENTS

The following forms are attached and form an integral part of the procedures for use of P-cards:

- 2.1 Enrollment/Request Form
- 2.2 Employee P-card Agreement
- 2.3 Purchasing Log
- 2.4 Dispute Report

### 3.0 GENERAL

#### 3.1 DEFINITIONS

3.1.1 *P-card*: A card issued by the P-card Issuer to a Cardholder which allows the Cardholder to purchase Items on credit within the limits authorized by the P-card Issuer as directed by the Purchasing Agent.

3.1.2 *Cardholder*: Employee of the Travis County Purchasing Agent who

- (a) has been selected by the Purchasing Agent as honest, responsible, reliable, and likely to need to purchase Items not on solicited contracts,
- (b) has signed an Employee P-card Agreement in the form in the attachments,
- (c) has been issued a P-card, and
- (d) is authorized to use that P-card only to make purchases in strict compliance with these policies and procedures.

3.1.3 *Item*: Any good or service that is to be purchased for use by Travis County.

3.1.4 *P-card Issuer*: The financial institution that provides P-cards upon submission of a properly completed Enrollment/Request Form, authorizes the Single Purchase Limit and the overall monthly limit requested by the Purchasing Agent in that form, provides Statements and directly pays the vendors.

3.1.5 *Administrator*: The Purchasing Agent who administers the P-card Policies and Procedures and regularly reviews the use of each P-card that has been issued, certifies a Cardholder's Statement, and enforces the P-card policies and procedures whenever there is any non-compliant use.

3.1.6 *Purchasing Agent*: Travis County Purchasing Agent Cyd V. Grimes or her designee.

3.1.7 *Purchasing Log*: A list of Items purchased using a specific P-card including the description of the Item, the vendor and other relevant information that is maintained by each Cardholder

3.1.8 *Statement:* The monthly listing of all transactions made using the P-card, which is prepared and distributed directly to the Cardholder by the P-card Issuer.

3.1.9 *Single Purchase Limit:* The maximum allowable value of a transaction authorized for a specific Cardholder on a specific P-card that is assigned by the P-card Issuer based on the instructions of the Administrator which may vary from P-card to P-card which shall not exceed \$2,500 for any Cardholder on a specific P-card.

3.1.10 *Transaction limit:* The maximum allowable number of transactions authorized for a specific Cardholder on a specific P-card during a single month, which shall not exceed 10 for any for any Cardholder on a specific P-card.

3.1.11 *Unauthorized Purchase:* A purchase that does not comply with the P-Card Issuing Agreement and/or the Travis County Purchasing Office P-Card Policies and Procedures

## 4.0 PROCEDURE:

### 4.1 APPLYING FOR A P-CARD

4.1.1 The Administrator may propose employees of the Purchasing Office to be Cardholders by submitting a properly completed but unsigned Enrollment/Request Form to the Purchasing Agent. The Purchasing Agent determines whether the employee is an appropriate person to be issued a P-card based on the requirements in 3.1.2. (a) and, if so, determines and indicates the Single Purchase Limit and overall monthly limit authorized for that employee on the Enrollment/Request Form and approves submission of the Enrollment/Request Form to the P-card Issuer after the employee complies with 4.1.3.

4.1.2 The Administrator shall give the approved employee a copy of these policies and procedures.

4.1.3 To obtain a P-card, the employee must complete **all** of the following:

- (a) read the P-card Policies and Procedures.
- (b) read and sign a properly completed Employee P-card Agreement which states that the employee understands the P-card Policies and Procedures and the responsibilities of a Cardholder; and
- (c) sign the previously submitted Enrollment/Request Form which contains all information required to be issued a P-Card.

4.1.4 After an employee complies with 4.1.3, the Administrator shall submit the Enrollment/Request Form to the P-card Issuer and provide the P-card to the Cardholder when it is available. The unique card that the Cardholder receives directly from the P-card Issuer has his or her name embossed on it and **ONLY** the Cardholder is authorized to use it. The Cardholder shall **NOT ALLOW ANY OTHER PERSON** to use that card. The Cardholder is responsible for all use of his or her card.

4.1.5 The Administrator or her designee shall maintain all records related to P-card requests, authorized limits, Cardholder transfers, and information about lost, stolen, and destroyed P-cards. The Administrator shall also notify the P-card Issuer of all P-card requests, authorized limits, Cardholder transfers, and information about lost, stolen, and destroyed P-cards.

## 4.2 CHECKLIST FOR PURCHASING WITH A P-CARD

4.2.1 The Cardholder may make purchasing transactions on behalf of Travis County with the approval of the Administrator.

4.2.2 The Cardholder shall limit use of the P-Card to the following conditions:

- (a) The Cardholder shall not make purchases where the value of the transaction exceeds his or her Single Purchase Limits.
- (b) The Cardholder shall not split payment for a purchase into multiple transactions to stay within his or her Single Purchase Limit.
- (c) The Cardholder shall not purchase any "over the counter" Items unless the Items are immediately available at time of P-Card use.
- (d) The Cardholder shall not use the P-card to purchase any back-ordered merchandise.
- (e) The Cardholder shall not exceed the number of transactions or the dollar limits of authorized transactions.

4.2.3 The Cardholder shall **not** use the P-Card for the following:

- (a) Personal purchases or purchases for family members or friends;
- (b) Identification;
- (c) Entertainment expense or meals or lodging, rental car, airfare or other travel expenses;
- (d) Cash advances or money orders;
- (e) Telephone calls or monthly service for any utility;
- (f) Gasoline, oil, or other automotive supplies;
- (g) Alcoholic Beverages or tobacco products; or
- (h) Any additional Items that may be restricted by other Travis County policy.

4.2.4 If a Cardholder makes any unauthorized purchases or uses the P-Card in any unauthorized manner, the Cardholder shall pay Travis County for the total dollar amount of these unauthorized uses and purchases plus any administrative fees charged by the P-card Issuer and any other costs associated with the unauthorized use. The Cardholder is also subject to disciplinary action for unauthorized use the severity of which is consistent with the seriousness of the unauthorized used and which may include termination.

4.2.5 Before making any purchase, the Cardholder shall determine if the Item is available under a county contract and whether the contract establishes an exclusive provider relationship. If the contract **does** establish an exclusive provider relationship, the Cardholder shall not purchase the Item. If the Item is available under a county contract that does not establish an exclusive provider relationship for the Item, the Cardholder shall not purchase it with the P-card unless the P-card transaction would result in better quality at a better price and would provide Travis County with the best value and the reasons for this are documented on the purchase order.

4.2.6 Before making any purchase, the Cardholder shall process a request for a purchase order to the vendor that includes all generally required information, such as the appropriate expenditure account, that references the P-card Issuer and P-card clearing account in the purchase order as the account code and estimates the amount expected to be purchased using the P-card. To verify funds availability, a purchase order is issued but not mailed in order

4.2.7 If the Items are not available on a county contract and their value is \$2500.00 or less, the Cardholder may purchase Items from a vendor without comparing sources or competition between

vendors in compliance with the Travis County Purchasing Policies and Procedures.

4.2.8 If vendors furnish a standing price quotation or catalog price on a recurring basis, the Cardholder shall check that the price listed is current.

4.2.9 When a vendor confirms that the Item is available and meets the specification and delivery requirements, the Cardholder shall confirm that the vendor accepts the P-card and that **sales taxes** are not payable on the Item purchased or charged to the transaction.

4.2.10 When the Cardholder makes an "Over the Counter" purchase, the Cardholder shall make certain that the vendor lists the quantity and fully describes the Item(s) on the P-card receipt. The Cardholder shall document the transaction in the Purchasing Log.

4.2.11 When the Cardholder makes a purchase by telephone, the Cardholder shall document the transaction on the Purchasing Log and retain all shipping documentation.

4.2.12 When the Cardholder makes a purchase over the Internet, the Cardholder shall document the transaction on the Purchasing Log and retain purchase confirmation and all shipping documentation, if applicable.

4.2.12 If the Item is to be shipped, the Cardholder shall direct the vendor to include the following information on the packing list or shipping label:

- (a) Cardholder's name and telephone number,
- (b) Complete delivery address,
- (c) The words "P-Card Purchase", and
- (d) The vendor's order number.

4.2.13 The Cardholder shall advise the Purchasing Office receptionist who receives deliveries about the expected delivery including the vendor's name, the order number, the anticipated delivery date, the number of boxes expected, and the carrier (UPS, Fed Ex, etc.). The receptionist shall notify the Cardholder when delivery is made so that the Cardholder can retain proper documentation. The vendor must deliver all purchases to the Cardholder ordering the Item to ensure that the documents necessary for record keeping are readily available to the Cardholder.

#### 4.3 P-CARD RETURNS

4.3.1 If Items purchased by the use of the P-card are unacceptable because the wrong Item is received, the Item received is not satisfactory, or is damaged or defective, or is a duplicate order; the Cardholder should contact the vendor to explain the problem. The Cardholder shall obtain replacement or correction of the Item or inquire about return policies within one business day after an issue is discovered. Immediate action to resolve a dispute is of extreme importance.

4.3.2 If the vendor has not replaced or corrected the Item by the date the Cardholder receives his or her Statement, the Cardholder shall consider the purchase of the Item in dispute.

4.3.3 If the Cardholder is disputing a charge, he or she shall:

- (a) Contact the vendor to negotiate an appropriate resolution.
- (b) If contacting the vendor does not resolve the issue, complete a Dispute Report and submit it to the P-card Issuer's representative with copies of the Dispute Report to the Administrator and County Auditor.
- (c) If an Item has been returned, the Cardholder shall request a credit voucher. If the Cardholder receives a credit voucher, the Cardholder shall verify that the credit is

reflected on the Statement.

- (d) **The Cardholder shall not accept a cash refund under any circumstances.**

4.3.4 The Cardholder shall maintain a list of all disputed Items that have not been resolved and prepare a monthly report noting the Items from previous months.

#### 4.4 CARDHOLDER RECORD KEEPING

4.4.1 For each P-card transaction, the Cardholder shall retain documentation to verify the purchases listed on the Cardholder's Statement.

4.4.2 The Cardholder shall continually maintain the Cardholder's Purchasing Log and include all pertinent information about each and every P-card purchase legibly in it.

4.4.3 When the Cardholder makes an "Over the Counter" purchase, the Cardholder shall retain the invoice and "customer" copy of the P-card receipt.

4.4.4 When the Cardholder makes a purchase by telephone, the Cardholder shall retain the documentation in the Purchasing Log and retain all shipping documentation.

4.4.5 The Cardholder shall send a copy of the Purchasing Log for the period covered by the Statement with the Cardholder's Statement to the Administrator within five (5) days after receipt of the Statement each month.

4.4.6 If purchased Items or credits are not listed on the Statement, the Cardholder shall retain the applicable transaction documentation until the next Statement. If the purchase Item or credit does not appear on the next Statement or the second following billing cycle Statement, the Cardholder shall notify the Administrator and the Purchasing Agent.

#### 4.5 REVIEW OF MONTHLY STATEMENT

4.5.1 When the Cardholder receives the Statement from the P-card Issuer at the end of each billing cycle, the Statement should list the Cardholder's P-card transactions for that period, the Cardholder shall check each transaction listed on the Statement against his or her Purchasing Log, receipts and any shipping documents to verify the Statement and note any discrepancies.

4.5.2 Upon receipt of the Statement from the P-card Issuer, the Cardholder shall write the applicable purchase order number next to the corresponding line item on the Statement, and send a copy of the Statement with the charges and the certified original Purchasing Log, to the County Auditor for payment processing.

4.5.3 The Cardholder shall carefully match complete supporting documents to the Purchasing Log and then to the Statement. The Cardholder shall neatly attach the original sales documents (purchase order, packing slip, invoice, cash register tape and P-card slips, etc.) for all Items listed on the Statement to the Statement and Purchasing Log in the order the transactions are listed in the Purchasing Log to facilitate audit substantiation. **IF THE CARDHOLDER DOES NOT ADHERE TO THIS PROCEDURE WITHIN 5 DAYS OF RECEIPT OF THE STATEMENT, THE ADMINISTRATOR SHALL REVOKE THE CARDHOLDER'S AUTHORITY TO USE THE P-CARD.**

4.5.4 If the Cardholder does not have documentation of a transaction listed on the Statement, he or she shall attach a certified statement that includes a description of the Items purchased, date of purchase, vendor's name, and the reason for lack of supporting documentation.

4.5.5 If there are any discrepancies, the Cardholder shall list the transactions incorrectly billed and show that the Item has been disputed.

4.5.6 The Cardholder shall sign the Statement, and present the Statement and supporting documentation to the Administrator for review. The Cardholder shall present the list of Cardholder's disputed Items to the Administrator.

4.5.7 The Administrator shall maintain a master list of all unresolved disputed Items on Statements.

4.5.8 If the Cardholder does not present a Statement and supporting documentation to the Administrator on a timely basis, the Administrator shall terminate the P-card and require the Cardholder to return the P-card to the Administrator.

4.5.9 Within 1 calendar day of receipt from the Cardholder, the Administrator shall forward the original signed and approved Statements and copies of supporting documentation to the Purchasing Agent for review, approval, and signature.

4.5.10 To minimize the risk of late charges and fees within **three (3) calendar days** after receipt of the Statement and supporting documentation, the Purchasing Agent shall check the Cardholder's Statement and Purchasing Log and confirm at least the following:

- (a) Receipts and shipping documents exist for each purchase.
- (b) The goods were received or the services were performed.
- (c) The Cardholder has complied with applicable procedures, including these P-Card policies and procedures.

4.5.11 The Purchasing Agent shall return the certified Statements and supporting documentation to the Administrator within **three (3) calendar days** of receipt of the initial package.

4.5.12 If the Purchasing Agent discovers missing documentation, failure to comply with the P-card policies and procedures, failure to comply with any Purchasing policies and procedures, or other discrepancies or issues; the Purchasing Agent shall immediately notify the Administrator to investigate the discrepancies. If there are no discrepancies or issues, the Purchasing Agent shall sign and approve the Cardholder's Statement for submission to the County Auditor for payment.

4.5.13 The Purchasing Agent's approval and signature on a Cardholder's Statement indicates that the Cardholder was authorized to make the purchases listed on the Statement and that those purchases were made in accordance with the applicable procedures.

4.5.14 The Administrator shall retain the Statements, original receipts, and supporting documentation for County files for a minimum of four years, and make those records available for audit upon request.

#### 4.6 MONTHLY STATEMENT SUMMARIES

4.6.1 The contract with the P-card Issuer shall require the P-card Issuer to provide monthly Statement Summaries listing all transactions of all Travis County Cardholders to the Administrator. These summaries allow the Administrator to track each Cardholder's activities. These summaries act as a checklist for the Administrator to anticipate the Statements that are due from each Cardholder.

#### 4.7 1099 CALENDAR YEAR REPORT

4.7.1 The contract with the P-card Issuer shall require that the P-card Issuer provide a report of all vendors from which purchases were made through the credit card that may be 1099-reportable within five business days of the end of each calendar year. The Administrator shall use all reasonable efforts to obtain this statement from the P-card Issuer on a timely basis and provide this report to the Auditor's Office no later than January 10 of each year or as soon after that as the Administrator can obtain the report. If the report is not received timely, the Administrator shall take all appropriate measures to remedy any breach of the P-card contract. The County Auditor shall compare the report from the P-card Issuer with other County purchases to determine if the combined total of purchases for each vendor is 1099 reportable.

#### 4.8 FOREIGN VENDOR 1042 REPORTING

4.8.1 Only the Administrator is authorized to make P-card purchases from foreign vendors. Before any credit card purchases are made from foreign vendors, the Administrator shall coordinate with the County Auditor to determine the appropriate tax forms to be completed, require the vendor to complete these tax forms, and receive the tax forms from the vendor. If the tax law requires that Travis County withhold money from a foreign vendor's payment, the credit card can not be used to make the purchase.

#### 4.9 CARD SECURITY

4.9.1 The Cardholder is responsible for safeguarding the P-card and the account number.

4.9.2 If the P-card is lost or stolen, the Cardholder shall immediately notify the P-card Issuer at **1-800-890-0669**. P-card Issuer's representatives are available 24 hours a day. The Cardholder must tell the representative that the call is regarding a Travis County P-Card. The Cardholder shall notify the Administrator immediately if it is lost or stolen. The Cardholder is responsible for any unauthorized use of the P-card that is posted to the Statement after the P-card is lost or stolen. The Cardholder is also subject to disciplinary action the severity of which is consistent with the Cardholder's degree of responsibility for the loss or theft and may include termination.

4.9.3 A new P-card may be issued to the Cardholder after the reported loss or theft if the Cardholder provides evidence that the loss or theft was not avoidable and not due to any carelessness or inappropriate behavior by the Cardholder. If a Cardholder finds a P-card that was reported lost or stolen, the Cardholder shall destroy the recovered P-card and return the pieces to the Administrator.

4.9.4 The Cardholder shall not allow anyone else to use his or her account number.

4.9.5 If the Cardholder allows anyone else to use his or her P-card or provides anyone else with his or her account number, the Administrator shall revoke the Cardholder's authority to use the P-card and require the Cardholder to return the P-card to the Administrator. The Cardholder is also subject to disciplinary action, the severity of which is consistent with the seriousness of the unauthorized used and may include termination.

4.9.6 If the Administrator revokes the authority of a Cardholder to use a P-card or if any Cardholder stops working for the Travis County Purchasing Office, the Administrator shall notify the P-card Issuer in writing to cancel that Cardholder's P-card immediately.

#### 4.10 CARDHOLDER SEPARATION

4.10.1 Before a Cardholder stops working for the Travis County Purchasing Office, the Cardholder

shall surrender the following to the Administrator

- (a) P-Card
- (b) Purchasing Log since the last Statement period ended,
- (c) original sales documents like the purchase order, invoice, cash register tape and P-card slips, for Items not previously list on a Statement
- (d) original delivery documents like packing slip, cash register tape and P-card slips for Items not previously list on a Statement, and
- (e) all information and documents related to disputed Items that have not previously been resolved, and
- (e) any other relevant documentation

4.10.2 Upon receipt of these, the Administrator will review, and approve the Purchasing Log. The responsibility for the surrendered P-card remains with the Cardholder until the Purchasing Agent receives it.

4.10.3 If a Cardholder makes an unauthorized purchase, the Administrator shall require the Cardholder to pay the County for the total dollar amount of all unauthorized purchases and other unauthorized costs charged to the P-card immediately. If the Cardholder does not pay for the unauthorized purchase immediately, the Administrator shall notify the Cardholder that the total dollar amount of all unauthorized purchases and other unauthorized costs charged to the P-card is a debt due and owing to the county and no funds are payable by the County to the Cardholder until the debt is paid. The amount may be deducted from the Cardholder's pay check unless a settlement agreement with the Cardholder provides for installment deductions to pay the amount over time. The Administrator shall notify Payroll Disbursement that a payroll deduction is necessary and prepare the forms requested by the County Auditor for this purpose.

4.10.4 If it is anticipated that a Cardholder may terminate employment, either voluntarily or involuntarily or if a Cardholder has given notice of termination, the Administrator shall determine whether there are any unauthorized purchases since the last certified Purchasing Log was submitted by the Cardholder. In addition, the Administrator shall determine whether there are any amounts still due from previous unauthorized purchases. If there are any such amounts due, the Administrator shall require the Cardholder to pay the County the entire amount due immediately. If the Cardholder does not pay for the entire amount due immediately, the Administrator shall notify the Cardholder that the entire amount due is a debt due and owing to the county and will be deducted from the Cardholder's pay check. The Administrator shall determine the amount of compensation and accrued leave available to pay any the amounts due and payable. If there is any amount due to the County as a result of unauthorized purchases or and other unauthorized costs charged to the P-card, the Administrator shall not allow the terminating Cardholder to use any accrued leave until the entire amount due is paid in full. The Administrator shall notify Payroll Disbursement that a payroll deduction is necessary and prepare the forms requested by the County Auditor for this purpose.

4.10.5 If the Administrator does not follow the procedures in 4.10.3 and 4.10.4 timely to ensure that the Cardholder pays any amount due to the County as a result of unauthorized purchases or and other unauthorized costs charged to the P-card in full on or before termination, the Administrator is liable for the unpaid amounts that result from this negligence.

4.10.6 If the Administrator does not require any Cardholder to sign the "Employee P-Card Agreement," before a P-card is issued to the Cardholder, the Administrator is liable for the unpaid amounts that result from this negligence.

**TRAVIS COUNTY PURCHASING OFFICE  
P-CARD PROGRAM  
ENROLLMENT/REQUEST FORM**

I request that I be enrolled in the Travis County Purchasing Office P-Card Program. I understand that, if approved, I will be issued a P-card in my name that I can only use for authorized official Travis County business. As a Cardholder, I understand that I will be required to sign an Employee P-card Agreement before a P-card is issued to me.

REQUESTOR'S NAME: \_\_\_\_\_

EMPLOYEE ID NUMBER: \_\_\_\_\_

DEPARTMENT AND DEPARTMENT HEAD: Purchasing

IMMEDIATE SUPERVISOR OF REQUESTOR: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

DEPARTMENT ADDRESS: P. O. Box 1748

DEPARTMENT PHONE #: 512-854-9700

DEPARTMENT HEAD NAME: Cyd Grimes

IMMEDIATE SUPERVISOR: \_\_\_\_\_

I request a Single Purchase Limit of \$\_\_\_\_\_, not to exceed \$\_\_\_\_\_ per month. Attached to this form is a list of merchants/product categories/activities to be restricted from purchase by this Cardholder (*to be completed by Purchasing Agent*).

*For Purchasing Office Use Only*

Card Number: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Date Returned/Cancelled: \_\_\_\_\_ Holder's Initials: \_\_\_\_\_

Date of Training/Policy Issuance: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

As Cardholder, my signature acknowledges that I have received the listed P-card, training and P-card policies and procedures.

\_\_\_\_\_ Date \_\_\_\_\_ Cardholder Signature

*Attachment 1*

### EMPLOYEE P-CARD AGREEMENT

I, \_\_\_\_\_, request a Purchasing Card ("P-Card") through the Travis County Purchasing Office P-Card Program. As a Cardholder, I agree to comply with the following terms and conditions related to my use of the P-Card.

I understand that I am being entrusted with the P-Card and am making financial commitments on behalf of Travis County.

I understand that Travis County is ultimately liable to the P-card Issuer for all charges made on the P-Card.

I acknowledge that I am liable for all charges for purchases that are made that are not in compliance with this Agreement or not in compliance with the Travis County Purchasing Office P-Card Policies and Procedures (the "Policies"), a copy of which is attached to this Agreement.

I have received a copy of the Policies and understand the requirements of the use of the P-Card. I shall use the P-Card only for purchases made in compliance with the Policies. I shall not to make any personal purchases or any other purchase in violation of the Policies. I understand that the burden of proof will be upon me to show that the items were purchased in compliance with the Policies. I agree to obtain the best value for Travis County when using the P-Card to make a purchase.

If the P-Card is used in a manner not authorized by the Policies, I agree to notify the Purchasing Agent immediately. I understand that the County Auditor and the Purchasing Agent audit the use of the P-Card and that the Purchasing Agent takes appropriate actions to enforce this Agreement and violations of the Policies. If I do not follow the Policies, I shall return the P- card to the Purchasing Agent and I am also subject to disciplinary action, the severity of which is consistent with the seriousness of the violation of the Policies and may include termination.

I understand that it is my responsibility to safeguard the P-Card and account number and that I am personally liable for any charges resulting from my failure to safeguard the P-Card and account number. If the P-Card is lost or stolen, I shall notify the Purchasing Agent and P-Card Issuer immediately.

I agree to return the P-Card immediately upon request or upon termination of my employment (including retirement).

**If I make purchases in violation of the Policies I am subject to disciplinary action, as well as liability for the total dollar amount of these unauthorized purchases, including any administrative fees charged by the P-Card Issuer or other associated costs in connection with the misuse.**

I authorize the County Auditor to deduct total dollar amount of all purchases and other costs charged to the P-Card issued to me that are made not in compliance with this Agreement or with the Travis County Purchasing Office P-Card Policies and Procedures from my pay.

---

|                           |                     |             |                   |
|---------------------------|---------------------|-------------|-------------------|
| <b>Employee Signature</b> | <b>Employee ID#</b> | <b>Date</b> | <b>Department</b> |
|---------------------------|---------------------|-------------|-------------------|

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|                         |             |
|-------------------------|-------------|
| <b>Purchasing Agent</b> | <b>Date</b> |
|-------------------------|-------------|

Attachment 2



**TRAVIS COUNTY  
P-CARD PROGRAM  
DISPUTE REPORT**

In accordance with the Travis County P-Card Program policies and procedures, the listed Item is in dispute:

|                    |       |
|--------------------|-------|
| Item Ordered:      | _____ |
| Date Ordered:      | _____ |
| Date Received:     | _____ |
| Authorized Amount: | _____ |
| Statement Amount:  | _____ |
| Vendor:            | _____ |

|                     |       |
|---------------------|-------|
| Card Number:        | _____ |
| Cardholder Name:    | _____ |
| Phone Number:       | _____ |
| User Department:    | _____ |
| Department Account: | _____ |

Reason for Dispute: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Actions taken to Remedy: \_\_\_\_\_

\_\_\_\_\_

Attachment 4



**Travis County  
Fixed Asset Policy and Procedures Manual  
November 2009**

**Office of the  
Travis County Purchasing Agent**

## Fixed Asset Policy and Procedures Manual

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## Fixed Asset Policy and Procedures Manual

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### **1.0 General Information**

#### **1.1 Introduction.**

Travis County owns thousands of items classified as fixed assets. These assets take many forms, from vehicles to land, buildings and computer systems. Fixed assets are classified as either capital assets (assets with a useful life greater than one year and a value greater than \$5,000) or controllable assets (assets with a value less than \$5,000 that must be secured and tracked because of liability issues). Together they represent millions of dollars. As public servants we are responsible for the care and custody of this large investment. Maintaining accountability for such a large and varied inventory is not an easy task. However, accountability is not only our inherent duty as county employees, it is also mandated by law. Every employee should assume a personal commitment to protect and account for all equipment, regardless of its temporary assignment.

The process of providing the tools needed to accomplish Travis County's mission involves many people and county departments, from the user, to financial, purchasing and fixed asset personnel. Accountability for these items involves an equally large number of people. All county employees should be responsible for and accountable to the taxpayers for this large investment in assets. With careful management of these assets, every tax dollar is stretched to its fullest and resources can be made available to afford more of the tools needed to accomplish the County's mission.

Please review this manual in connection with Chapter 27 Travis County Capital Asset Guide "Capital Asset Guide" and follow the procedures carefully. In so doing the management of resources and tax dollars is more effective and we remain accountable to the citizens of our community.

The following document is prepared to provide direction and establish responsibility for the various components of the fixed assets inventory system.

#### **1.2 Authority.**

Travis County maintains a central system to account for all items classified as fixed assets. The Texas Local Government Code (LGC), Chapter 262 designates the Purchasing Agent as responsible for several duties related to the acquisition and management of assets. These include:

- 1.2.1 Section 262.011(i). On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.

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## Fixed Asset Policy and Procedures Manual

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- 1.2.2 Section 262.011 (j). To prevent unnecessary purchases, the county purchasing agent, with the approval of the Commissioners Court, shall transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The county purchasing agent shall furnish to the county auditor a list of transferred supplies, materials, and equipment.

In addition, the Purchasing Agent in Travis County is responsible for identifying and disposing of assets that are declared “surplus” or “salvage” in accordance with LGC Chapter 263, Subsection D, Disposition of Salvage or Surplus Property. The Travis County Purchasing Agent does this through a variety of actions including: the periodic conduct of competitive bids or auctions of assets that have been presented to Commissioners Court and designated as surplus or salvage; destruction if there was an attempt to sell the asset, but no bids were received and it was valued as worthless; trade-ins for new and upgraded assets or donations to charitable or other civic organizations in the county.

### **1.3 Department Responsibilities and Designation of Representative.**

Elected and appointed officials and department heads are responsible for the care and custody of fixed assets assigned to their departments. To assist the official in complying with this responsibility, each official or department head shall designate one or more employees within their department to coordinate receipt and tagging of new assets, conduct inventories, and maintain control of fixed assets. This is done by completing and submitting the Declaration of Representative Form to the Purchasing Office, Attention: Fixed Asset Manager. Figure 1-1 shows an example of a completed Designation of Representative Form.

Attachment 1 of this document contains a blank form. An electronic version of the form is available by contacting the Purchasing Fixed Asset Manager.

## Fixed Asset Policy and Procedures Manual

**Figure 1-1: Example Designation of Representation Form**

|  <b>Travis County Purchasing Office<br/>Declaration of Representative Form</b>  |                     |                   |                                |
|--|---------------------|-------------------|--------------------------------|
| <b>Date:</b> <u>October 1, 2002</u>  |                     |                   |                                |
| <b>To:</b> Travis County Purchasing Office<br>Attention: Fixed Asset Manager   |                     |                   |                                |
| <b>From:</b> <u>John Q. Department Head, Travis County Example Department, (TCE D)</u>   |                     |                   |                                |
| The employees designated below are hereby designated as my representative to handle and control fixed assets for my department. I understand that I am ultimately responsible for the care and accurate accounting for all fixed assets assigned to my department. |                     |                   |                                |
| Name   | Title               | Location          | Phone Number                   |
| Jane Q. Employee   | Division Director   | EOB, Room 501     | 854-1234, x                    |
| John Q. Employee   | Division Director   | EOB, Room 402     | 854-4321, x                    |
| Ima G. Employee  | Executive Secretary | Precinct 1 office | 854-1111, x123                 |
| Ura G. Employee  | Division Secretary  | Precinct 2 office | 854-2222, x222                 |
| Hesa Good Employee   | Clerk               | Precinct 3 office | 854-3333, x123                 |
| <u>John Q. Department</u><br><i>Elected/Appointed Official or Department Head Signature</i>  |                     |                   | <u>10/1/ 02</u><br><i>Date</i> |

The official or department head shall designate the representative(s) annually by October 15 of each year, but shall update and file the designation if a change occurs through termination or re-assignment of the designated individual(s). It is recommended that the official or department head make designations for each physical location in order to expedite coordination of tagging and physical inventory conduct.

Although the official or department head designates the representative(s) to assist with compliance requirements, the official or department head still remains responsible for an accurate accounting of all fixed assets assigned to his or her department. This responsibility cannot be delegated.

#### 1.4. Protection of Property.

The protection of property is outlined in Section 31.11(a) of the Penal Code of Texas. In accordance with this statute, a person commits an offense if he or she:

- Knowingly or intentionally removes or causes to be removed, alters or obliterates the serial number of a fixed asset tag number marking county property.
- Possesses, distributes, sells, or offers to sell county property knowing, or having reason to know that the serial number of fixed asset tag number has been removed, altered, or obliterated.

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A person convicted of violating the statute referenced above is subject to penalties according to the property values involved as follows:

- Class C Misdemeanor - Less than \$50
- Class B Misdemeanor - \$50 or more but less than \$500
- Class A Misdemeanor - \$500 or more but less than \$1,500
- State Jail Felony - \$1,500 or more, but less than \$20,000 or; less than \$1,500 and defendant has been convicted two or more times under referenced statute
- Third Degree Felony - \$20,000 or more but less than \$100,000
- Second Degree Felony - \$100,000 or more but less than \$200,000
- First Degree Felony - \$200,000 or more

### **1.5. Fixed Asset Definition and Fixed Asset Types.**

For purposes of this document, fixed assets that are capitalized (capital assets) by Travis County in accordance with a comprehensive basis of accounting consistent with state law as defined in the Capital Asset Guide. Capital assets include the following broad categories of items:

- **Land and land improvements;**
- **Building and building improvements;**
- **Improvements other than buildings;**
- **Infrastructure;**
- **Machinery, equipment and other assets;**
- **Leasehold improvements; and**
- **Construction in progress**

Detailed rules concerning the accounting and reporting of capital assets can be found in the Capital Asset Guide developed by the Auditor's Office and other user departments to implement GASB 34.

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In addition to capital assets, Travis County also monitors and reports assets classified as “controlled assets”. Controlled assets are items that need to be inventoried and tracked because of liability, insurance, licensing or other factors that do not meet the definition of a fixed asset and are not capitalized because they are below the \$5,000 capitalization threshold. Examples of the types of items that are tracked centrally in the Travis County H.T.E. fixed asset system include:

- Personal Computers
- Printers
- Televisions/VCRs
- Mobile, two way radios
- Weapons
- Cameras/Digital Cameras

The Purchasing Office shall work with user departments to determine which items need to be included in such an inventory. The elected/appointed official or department head shall remain responsible for accounting for these items. The Purchasing Office provides a listing for the department for inventory verification of controllable assets.

Travis County tags other assets such as office furniture (desks, chairs, small shredders, bookcases, credenzas, etc.) with a black “property of Travis County” tag, but does not bar code and enter these into inventory.

Travis County does not monitor and include items that are classified as “expendable supplies” in its inventory. Types of items that are considered as expendable supplies include: office supplies such as forms, pens, pencils, etc.; office items such as wastebaskets, staplers, stamps, pocket calculators, etc.; automotive spares such as tires, batteries, spare parts, and fuel; building maintenance items such as paint, bulbs, lamps, plumbing and electrical supplies, lumber, nails, etc.; data processing supplies such as tapes, diskettes, ribbons, cables, etc.; uniforms such as shoes, boots, hats, badges, etc.; hand tools such as hammers, wrenches, saws, small electric power tools etc.; recreation equipment such as balls, bats and small games; kitchen utensils such as pots, pans, trays and dishes; and health aid items such as those found in first aid kits.

### **1.6. H.T.E. System Overview and Access.**

The fixed assets inventory system is part of the H.T.E. Purchasing and Inventory module. User departments mainly use the system’s functions of requisition processing, purchase order generation, and receiving. The fixed asset module of the H.T.E. system is integrated with the requisition and receiving functions and receives information electronically from these modules. Because these functions are linked electronically, the accuracy of system information is vital.

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When the fixed asset information is electronically transferred from the purchasing module to the fixed asset module, the asset is assigned a three-digit asset code that links the description of the type of asset and the accounting line item used. For example, a vehicle that was purchased would be coded as: AUT (Automobiles and Trucks). The accounting line item used is 8020 and the fixed asset category is Machinery, Equipment and Other. This classification assists the Purchasing Office in correctly assigning assets and reporting them to the Auditor's Office. A complete list of asset codes and their associated line items and fixed asset categories is found in Appendix B of this document.

To gain access to the purchasing module, the elected/appointed official or department head must request access to H.T.E. via the H.T.E. access form. An electronic version of this form is obtained from the Travis County Auditor's Office. Figure 1-2 shows an example of a completed version of form requesting purchasing module and fixed asset module access. The completed form should be returned to the Auditor's Office.

For fixed asset module access, the Auditor's Office forwards the H.T.E. access form to the Purchasing Office. The Purchasing Office fixed asset staff sets up access and security to the module. With access, the user department is able to inquire on assets in their department by asset number or tag number.

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Figure 1-2: Example H.T.E. Application(s) Access Form (TRAVISCO)

|  |                                 |  |                        |
|--|---------------------------------|--|------------------------|
| Check One (which applies)  |                                 | USER ID _____  |                        |
| <input checked="" type="checkbox"/> ADD  | <input type="checkbox"/> CHANGE | <input type="checkbox"/> DELETE                          | (assigned by ITS)      |
| <input type="checkbox"/> NAME CHANGE ONLY (Enter Social Security Number and New Last/First Name Information Below)   |                                 |  |                        |
| SSN or Employee ID:  | <u>123-45-6789</u>              | Phone: 854 - <u>1111</u>                                 | Extension <u>0111</u>  |
| Last Name:   | <u>Employee</u>                 | First Name: <u>Ima</u>                                   | M/I: <u>G.</u>         |
| Department Number:   | <u>98</u>                       | Department Name: <u>Travis County Example Department</u> |                        |
| Division Number(s):  | <u>All</u>                      | Fund Number(s): <u>General Fund Only</u>                 |                        |
| Functions: Check one from each of the functions that apply and indicate action (add/delete):   |                                 |  |                        |
| <input type="checkbox"/> AT01: Applicant Tracking (Reviewing information)<br><input type="checkbox"/> CR01: Cash Receipts (Reviewing information)<br><input checked="" type="checkbox"/> FA01: Fixed Assets (Reviewing information/generating routine and custom reports)                              |                                 |  |                        |
| Fleet Management: (select only 1 of the following as applicable)   |                                 |  |                        |
| <input type="checkbox"/> FM01: Reviewing information/generating routine and custom reports   |                                 |  |                        |
| <input type="checkbox"/> FM02: Reviewing information/generating routine and custom reports <b>and</b> work order entry   |                                 |  |                        |
| GMBA (Accounting): (select only 1 of the following as applicable)  |                                 |  |                        |
| <input type="checkbox"/> GM01: Reviewing information/generating routine and custom reports   |                                 |  |                        |
| <input type="checkbox"/> GM02: Reviewing information/generating routine and custom reports <b>and</b> entering budgets   |                                 |  |                        |
| Purchasing/Inventory: (select only 1 of the following as applicable)   |                                 |  |                        |
| <input type="checkbox"/> PI01: Reviewing information/generating routine and custom reports   |                                 |  |                        |
| <input checked="" type="checkbox"/> PI02: Reviewing information/generating routine and custom reports/entering requisitions and receiving items electronically once they have been delivered to the County.  |                                 |  |                        |
| <input type="checkbox"/> PI03: Reviewing information/generating routine and custom reports/entering requisitions/receiving items electronically once they've been delivered <b>and</b> department approval of requisitions   |                                 |  |                        |
| <input type="checkbox"/> PI06: Department approval of requisitions <b>only</b>   |                                 |  |                        |
| Personnel/Payroll: (select only 1 of the following as applicable)  |                                 |  |                        |
| <input type="checkbox"/> PR01: Reviewing information/generating routine and custom reports   |                                 |  |                        |
| <input type="checkbox"/> PR02: Reviewing information/generating routine & custom reports <b>and</b> entering timesheets and PAFs   |                                 |  |                        |
| Work Orders/Facility Management: (select only 1 of the following as applicable)  |                                 |  |                        |
| <input type="checkbox"/> WF01: Reviewing information/generating routine and custom reports   |                                 |  |                        |
| <input type="checkbox"/> WF02: Reviewing information/generating routine and custom reports <b>and</b> entering work orders   |                                 |  |                        |
| <input type="checkbox"/> Pass Through Only, Target System ID(s): <i>Identify Target System in this field (if applicable)</i>   |                                 |  |                        |
| <b>Comments:</b>   |                                 |  |                        |
| *Specific Division Number(s) Access:   |                                 |  |                        |
| **Specific Fund Number(s) Access:  |                                 |  |                        |
| Additional Security Requirements ( <i>used to specify unique requirements; e.g. Auditor personnel, Purchasing personnel, Fleet personnel, HRMD personnel, Business System Consultant, Application Administrator, etc.</i> ).<br><b>Request access for inquiry to the Fixed Asset Module of H.T.E..</b> |                                 |  |                        |
| Other: <u>None.</u>  |                                 |  |                        |
| Department Authorized Signature: <u>John O. Department Head</u>  |                                 |  | Date: <u>9/30/2003</u> |
| <b>RETURN TO: JOSE PALACIOS, AUDITOR'S OFFICE</b>  |                                 |  |                        |

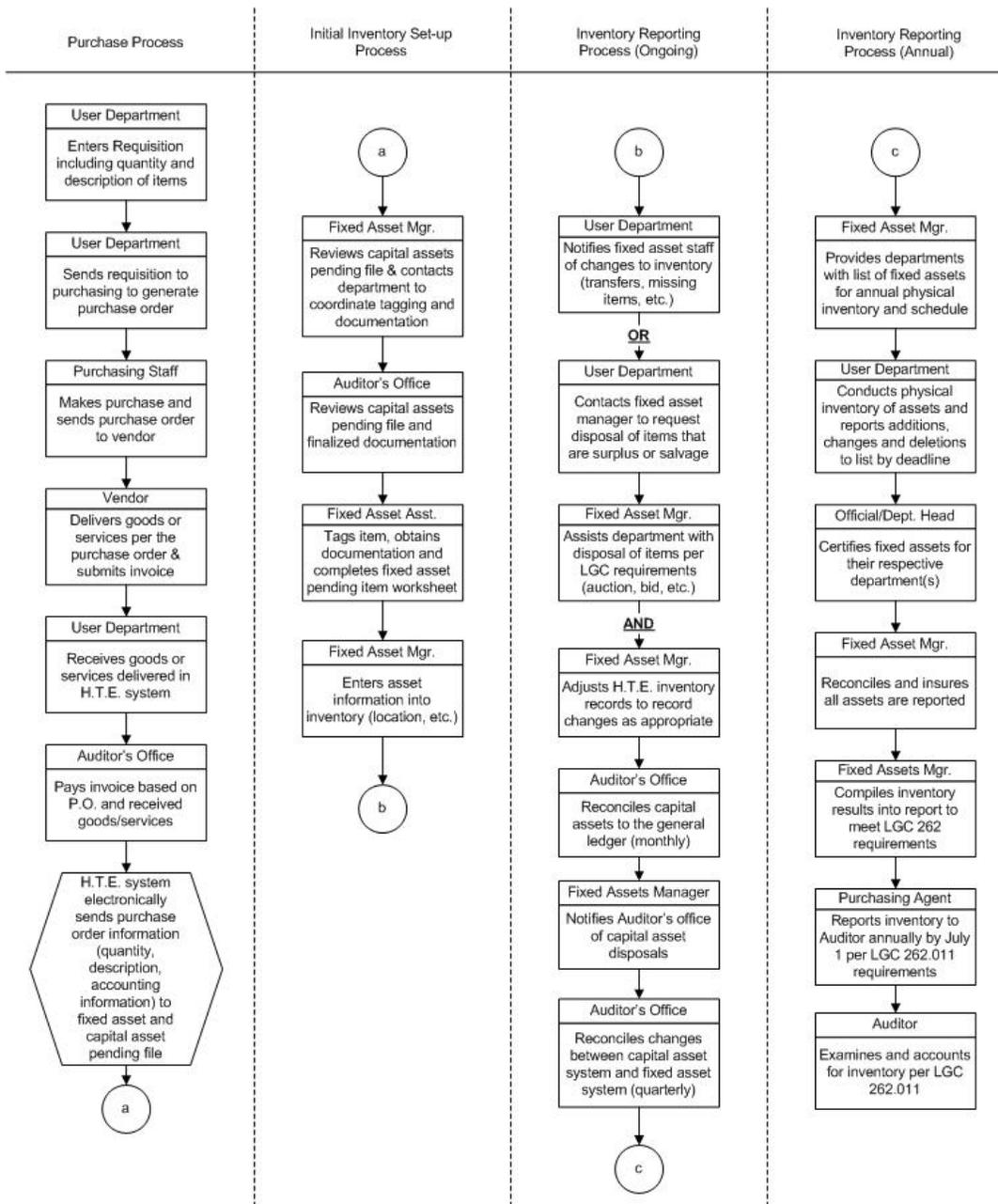
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2.0 Purchasing and Asset Inventory Process

2.1 Sub-Processes and Participants.

In the purchasing and asset inventory process, there are three main sub-processes as shown in **Figure 2-1**. These include the purchase process, the inventory set-up process and the ongoing and annual inventory reporting processes.

**Figure 2-1: Purchasing and Asset Inventory Process Flowchart**



### **3.0 User Department Responsibilities**

This section of the manual outlines the responsibilities of user department personnel and the procedures to be followed to meet these responsibilities.

#### **3.1. Assignment of Staff.**

Elected and appointed officials and department heads shall use the Declaration of Representative Form (Attachment 1) to designate one or more employees within their department to coordinate receipt and tagging of new assets, conduct inventories, and maintain control of fixed assets. The elected/appointed official or department head shall complete and submit the form by October 15 of each year to the Purchasing Office, Attention: Fixed Asset Manager. An electronic version of the form is available by contacting the Purchasing Fixed Asset Manager. It is recommended that the official or department head make designations for each physical location in order to expedite coordination of tagging and physical inventory conduct.

If a change to designated personnel occurs through termination or re-assignment, the official or department head shall promptly modify and file an updated Declaration of Representative Form with the Purchasing Office.

#### **3.2. Acknowledgement Form.**

To improve accountability and compliance with statutory requirements and Travis County policies and procedures regarding fixed assets, elected and appointed officials and each of their designees with fixed asset duties shall complete the Acknowledgement Form (Attachment 2) of this manual and return it to the Travis County Purchasing Office, Attention: Fixed Asset Manager. The acknowledgement certifies that the elected/appointed official or department head and their designees have read and understood the requirements of this manual. An acknowledgement form shall be submitted whenever there is a new official or department head or when new staff is designated by the official or department head.

#### **3.3. Ordering and Receiving Items in H.T.E.**

There are two main functions that the user department performs: ordering (requisitioning) and receiving items.

**3.3.1 Ordering.** There are three main types of information that are entered during the requisition process that are critical to the fixed assets module: quantity, description and warranty. Instructions to complete a requisition are found in Appendix C of this manual.

- **Quantity.** For the fixed asset system to work properly, the quantity of items must be in whole units. Please contact the Fixed Asset Manager with questions regarding proper input of the quantity of items.

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- **Description.** It is critical that description information entered for items ordered during the requisitioning process is complete, accurate and detailed enough to be transferred to the fixed asset system. It should be non-technical in nature and allow a lay person to identify an asset and locate it. If the item(s) ordered are on contract, then the system automatically pre-fills the description information for the user. The user must enter detailed description information when ordering items that are not on contract and purchased as “open market”.

Descriptions should be written with the following information sequence: Brief description / Manufacturer / Detail description. The detail description should include enough specific information to identify the item, such as size, color, model, composition (wood, metal, plastic, etc.), brand, etc. Abbreviations should be commonly used or easily recognizable.

Note: repair parts, components, and sub-assemblies are not considered separate fixed assets. The description should contain both a description of the item being ordered, and a description of the larger asset to which it belongs. Descriptions of improvements to real property shall include the location of the property.

Examples of acceptable descriptions are shown below:

Desk/Hon/30"x60" Walnut veneer, 5 Drawer

Sedan/Chevy/2003 Caprice, bronze, 4 door, Police package

Computer/Dell/Dimension 4600C, 40 GB, 15" flat panel monitor and keyboard

Fax/Cannon/Model FAX-L770, plain paper

Printer/Hewlett Packard/Laserjet Series II

Printer/Panasonic/Model KXP1123

Intercom system/SW Bell/Model 36A/TCAB, Suite 550

Playscape/Moya Park/swing sets (6) with slide

- **Warranty Information.** It is critical that warranty information be entered into the “remarks” section of the purchase order in case an item malfunctions and needs to be returned. Some of the “remarks” information may be pulled into the fixed asset system and entered into “Miscellaneous Information”.

**3.3.2 Receiving Items in H.T.E.** Immediately upon receipt the ordering department shall code the item as “received” on the H.T.E. system via the Purchasing module. Instructions on how to receive an item on a purchase order in H.T.E. are found in Appendix D of this manual. Immediately receiving items is vital for two reasons: electronic receipt of items is necessary for the Auditor’s Office to pay the vendor’s invoice; and receipt of items notifies the Purchasing Office of assets that require tagging. A delay in receiving the asset in H.T.E. causes delay in inventory tagging, and consequently delay placing the item into service.

### 3.4. Notifications to Purchasing for Special Acquisitions of Assets.

The user department shall notify the Purchasing Office of assets that are obtained by non-traditional means such as donations or leases or that are purchased with funds that are non-County funds through grants, interlocal agreements and special funds such as commissary or forfeiture funds to ensure that assets are properly identified and accounted for.

**3.4.1 Donations.** Fixed assets received via donation or contribution, regardless of source, must be evaluated with respect to inclusion on the fixed asset inventory. With the exception of donated infrastructure and grant related items, the user department shall notify the Purchasing Office of the prospective items to be received as donated or contributed prior to the Commissioners Court voting session for formally accepting the items in accordance with LCG §81.032. To report these items, the user department shall complete and submit a Travis County Inventory Form (Attachment 3) to the Purchasing Office: Attention Fixed Asset Manager.

**3.4.2 Jointly funded assets with other entities (interlocals, grants, etc.).** Departments that are purchasing assets with other governmental entities via interlocal or grant agreements need to contact the Purchasing Office to plan for the tagging and tracking of the jointly owned assets. Jointly funded assets are tracked via special tags that include the name(s) of the entitie(s) that co-own the asset and are documented using the Travis County Inventory Form (Attachment 3).

**3.4.3 Leased, Rented and Lease-Purchased Assets.** The user department shall contact the Purchasing Agent regarding all equipment rented, leased, or purchased on a time-payment-plan so that its ownership status may be determined and the expiration date of such agreement made a part of each record.

Even though the County may not have title or own the equipment, it nonetheless remains responsible for its protection and accountability. The Purchasing Agent shall be responsible for monitoring such items and insuring appropriate action is taken upon expiration of applicable contracts.

**3.4.4 Property Received Upon Completion Of Consulting Contract.** In many cases an outside consulting contract may include equipment which is either purchased by the vendor or provided by the County and transferred to the County upon completion of the contract. The department shall report these items to the Purchasing Office immediately upon receipt using the Travis County Inventory Form (Attachment 3).

The user department shall coordinate with the Auditor's Office and Purchasing Office fixed asset staff to determine the value of the asset and use the Travis County Inventory Form (Attachment 3) to record the value and the asset. For financial reporting these assets shall be recorded at the stated contract value or cost. Recording should be at the time the title is transferred to the County. This amount is determined by the capital asset staff in the Auditor's office upon review of the consulting contract.

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- 3.4.5 Assets Held in Trust (loaned to County by non-County entity – e.g. grant funded or federal property).** Capital assets held by the County on behalf of a non-county entity and under the temporary control of the County are called assets in trust. This includes assets owned by the federal government that have been loaned to the County or assets purchased with federal or state grant funds in which the asset remains the property of the granting agency. The user department shall work with the County Purchasing and Auditor staff to properly record the asset.
- 3.4.6 Assets Purchased with Discretionary Funds.** Several elected and appointed officials have statutory authority over the expenditure of certain discretionary funds. Examples of these types of funds include commissary funds and federal and state forfeiture funds. When assets are purchased using these types of funds, the department shall notify the Purchasing Office of the purchase and receipt of the items by completing and submitting the Travis County Inventory Form (Attachment 3). Note: these items are tagged with a Travis County Asset Tag number and with an additional tag stating the discretionary fund from which the asset was purchased. When the item is finally disposed of, then the net auction proceeds may be returned to the proper account from which it was purchased.
- 3.4.7 Community Supervision and Corrections Department (CSCD) Assets.** Items purchased by the CSCD are included in the Criminal Justice Assistance Division inventory and therefore, are not included in the inventory for Travis County and need not be tagged. However, to identify these items, CSCD shall coordinate with Travis County Fixed Asset staff to tag these assets with self-purchased tags. These items are tracked in H.T.E. as assets held in trust and Purchasing should be notified when these assets are retired.
- 3.4.8 Unclaimed or Abandoned Property.** On rare occasions, the County may acquire unclaimed or abandoned property. Generally, this property is temporarily held and disposed of at auction with the proceeds deposited in the County Treasury as outlined in Article 18.17 of the Code of Criminal Procedure. The Fixed Asset Manager is responsible for working with departments to identify, track and dispose of these assets.

### **3.5. Software Tracking.**

Travis County Fixed Assets tracks software that meets the capitalization criteria or is part of a capitalized hardware system on the H.T.E. fixed asset system. An example of this would be the Integrated Justice System. However, commercial, personal computer software that is not part of a larger system, such as Microsoft Office is not tracked. Customized applications/system developments that do not meet the capitalization criteria should be reported to the Purchasing Agent who determines the necessary tracking requirements. For software that is not tracked in H.T.E., all user departments must maintain copies of the appropriate licensing documentation in their department to ensure compliance with commercial license requirements as well as Travis County software use policies. User departments should contact the Information and Telecommunication Systems (ITS) department for assistance in establishing and maintaining a license tracking system.

### 3.6 Completion of the Travis County Inventory Form.

The Travis County Inventory Form (Attachment 3) is vital to promoting accountability for assets that are assigned to various departments. To promote accountability, assets should generally be assigned to an individual. However, for assets that are shared by multiple employees such as faxes or copy machines or that are located in a shared or common area such as a conference room, the elected/appointed official or department head or the department's designated representative(s) is assigned and responsible for the shared asset. The Travis County Inventory Form has four sections including:

- **Section I (Assignment).** Identifies the individual's name, their location, department and division and telephone number who is assigned the assets;
- **Section II (Description).** Provides descriptive information for the assigned asset(s) including: asset tag number, serial or VIN number, description of item, condition, purchase order number (if new) and remarks;
- **Section III (Transfers).** Provides information for assets that are transferred to either a different individual or different location; and
- **Section IV (Release of Responsibility).** This is the departmental clearance that assets assigned to an individual have been returned to the County when an individual terminates employment.

A copy of the form and instructions for its completion are found in Attachment 3 of this manual. The section(s) to be completed depend on the given situation. There are four situations in which a Travis County Inventory Form should be completed and submitted to the Purchasing Office, Attention: Fixed Asset Manager. The situations and instructions for completion are found in Figure 3-1.

**Figure 3-1: County Inventory Situations and Instructions**

| Situation  | Inventory Form Sections to Be Completed | Special Instructions/ Comments  |
|--|---|---|
| Assets assigned to a new employee                              | Sections I, II                          | Inventory Form shall be completed and submitted to Purchasing Office within two weeks of employee's start date with Travis County.                                |
| Additional assets are assigned to existing employee.           | Sections I, II                          | Inventory Form shall be completed and submitted as soon as possible. All assets (those previously assigned and those newly assigned) shall be listed on the form. |
| Assets are transferred from an employee to another location or | Sections I, II, III                     | Inventory Form shall be completed and submitted as soon as possible. Assets   |

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|  |                    |  |
|--|--------------------|--|
| employee (including transfer to the warehouse)                                     |                    | being transferred must be listed on form as well as the individual/location accepting the transfer of the asset(s).  |
| Employee terminates from county and is released from responsibility for the asset. | Sections I, II, IV | Department's designated representative shall monitor process and ensure that Travis County assets are returned before the employee terminates.<br><br>This paperwork is crucial to an employee receiving their final paycheck. |

An example of a completed Travis County Inventory Form for assets assigned to a new employee is shown in Figure 3-2.

**Figure 3-2: Example Travis County Inventory Form - New Employee**

| TRAVIS COUNTY INVENTORY FORM   |                             |   |                                   |                               |                     | November 2002                   |  |             |                |  |             |
|--|-----------------------------|---|-----------------------------------|-------------------------------|---------------------|---------------------------------|--|-------------|----------------|--|-------------|
| <b>I. ASSIGNMENT</b>   |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| Name (please type or print)<br>Ima New Employee  |                             | Physical Address w/Room #<br>314 W. 11 <sup>th</sup> Street, Room 999 |                                   | Dept./Div<br>99/10            |                     | Phone/Extension<br>512-854-1234 |  |             |                |  |             |
| I understand that I am responsible for the equipment listed below, and in the event the property is stolen, lost or damaged due to my fault or negligence, I must reimburse Travis County. I am responsible for immediately notifying my supervisor when equipment is stolen, lost or damaged. I will complete an incident report and forward to Purchasing and Risk Management. |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| <u>Ima New Employee</u><br>Signature Employee Using Equipment  |                             |   |                                   | <u>1/2/2008</u><br>Date       |                     |                                 |  |             |                |  |             |
| <b>II. DESCRIPTION</b>   |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| ASSET TAG N <sup>o</sup> :   | SERIAL/VIN N <sup>o</sup> : | DESCRIPTION OF EQUIPMENT  | CONDITION<br>GOOD    FAIR    POOR |                               |                     | P.O. N <sup>o</sup> .<br>IF NEW | REMARKS  |             |                |  |             |
| 1234567  | HQV12345                    | Dell Personal Computer, Model xxxxyz                                  | X                                 |                               |                     | 123456                          |  |             |                |  |             |
| 1234568  | MON1234567                  | 17" Flat Panel Monitor  | X                                 |                               |                     | 123456                          |  |             |                |  |             |
| 23456789   | HPRNTR845                   | HP Deskjet 500 Series Laserjet Printer with Tray                      | X                                 |                               |                     | 123456                          |  |             |                |  |             |
| <b>III. TRANSFERS</b>  |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| Transfer from: Name  |                             | Physical Address w/ Room #  |                                   | Loc. Code                     | Dept./Div           | Phone                           | <b>Loaner Equipment</b><br>ITS _____ Other _____ |             |                |  |             |
| Transfer to: Name  |                             | Physical Address w/Room #   |                                   | Loc. Code                     | Dept./Div.          | Phone                           |  |             |                |  |             |
| <table border="1"> <tr> <td colspan="2">RECEIVING TRUCK DRIVER</td> </tr> <tr> <td>Name</td> <td>Date</td> </tr> </table>  |                             | RECEIVING TRUCK DRIVER  |                                   | Name                          | Date                | Transferred by: _____           |  | Date: _____ | Entered: _____ |  | Date: _____ |
| RECEIVING TRUCK DRIVER   |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| Name   | Date                        |   |                                   |                               |                     |                                 |  |             |                |  |             |
|  |                             | Signature   |                                   |                               | Fixed Asset Manager |                                 |  |             |                |  |             |
|  |                             | Received by: _____  |                                   | Date: _____                   |                     |                                 |  |             |                |  |             |
|  |                             | Signature   |                                   |                               |                     |                                 |  |             |                |  |             |
| <b>IV. RELEASE OF RESPONSIBILITY</b>   |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| I certify that the equipment listed above, and assigned to _____ has been accounted for.   |                             |   |                                   |                               |                     |                                 |  |             |                |  |             |
| _____<br>Signature-Employee  |                             | _____<br>Date   |                                   | _____<br>Signature-Supervisor |                     | _____<br>Date                   |  |             |                |  |             |

**3.7 Notification of Returns, Warranties and Trade-ins.**

All warranty information received in the Purchasing Office for fixed-assets that are part of a contract remains in the Purchasing Office. However, warranty information is often delivered with the item when it is received at the user department. In this case, the user department is responsible for maintaining the appropriate warranty information in their department files.

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If equipment malfunctions and before any equipment repair is initiated, the user department personnel shall research their acquisition records and warranty files to determine if the equipment is still under warranty. If the department is still uncertain, the department should contact the purchasing staff that made the purchase for assistance. The Purchasing Office reviews warranty and maintenance records and, upon consultation with the user department and if appropriate, a support department such as Facilities Management or Information and Telecommunication Systems (ITS), and take appropriate contractual action if necessary.

If it is determined that the malfunctioning equipment is defective and needs to be returned, it is crucial that the user department contact the Purchasing Office fixed asset staff immediately so that the asset records in H.T.E. can be updated to reflect the return of the asset so that it no longer appears on the department's inventory. Without this update, the user department is held accountable for the asset. In addition, the user department should contact the Purchasing Office fixed asset staff when the replacement asset is delivered so that it can be properly tagged and the records in H.T.E. updated.

**IMPORTANT (trade-ins and upgrades):** For items that are used for trade-in or upgrades, the user department shall contact the Purchasing Office fixed asset staff immediately to coordinate the preparation of the appropriate paperwork to update the records in the H.T.E. system, so that the item is no longer part of the department's inventory. It is crucial that this happen before the trade-in so that the inventory records may be adjusted and reconciled. At a minimum, the department needs to include the asset number and an asset description. If the trade-in or upgrade is for computer-related equipment, the department should also contact ITS. If the department does not notify Purchasing and ITS (as applicable), the department is held responsible for the equipment on their inventory.

Note: for computer-related malfunctions, the user department shall contact ITS staff through the help desk. ITS staff shall coordinate with purchasing staff on any warranty issues that require contract action.

### **3.8 Conduct of the Department's Annual Physical Inventory.**

A physical inventory is conducted for each department once each year. Each department assigns the necessary staff to conduct a physical inventory of their department by the required deadlines. The inventory includes fixed assets with a value of greater than \$5,000 and controlled assets (computers, VCRs, etc).

The Purchasing Agent shall prepare and maintain a current inventory list and submit to each county official or department head that portion which includes equipment within each respective department by April 1 with a cover memorandum outlining the instructions for completion of the inventory. An example of the memorandum is shown in Figure 3-3.

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**Figure 3-3: Example Physical Inventory Memorandum**

|  |   |
|--|---|
|   | <b>TRAVIS COUNTY PURCHASING OFFICE</b><br><i>Cyd V. Grimes C.P.M., Purchasing Agent</i>                 |
|  | <small>314 W. 11th, Room 408 P.O. Box 1748 Austin, Texas 78768 (512) 8549700X Fax (512) 8549185</small> |
| MEMORANDUM   |   |
| TO:  | All Department Heads  |
| FROM:  | Ronald Dube, Fixed Asset Manager  |
| VIA:   | Cyd V. Grimes, C.P.M., Purchasing Agent   |
| DATE:  | April 1, 200x   |
| SUBJECT:   | <b>Annual Departmental Inventories/FY200x</b>   |
| <p>Attached is the current inventory listing for your Department. Please verify assets by placing an "X" in the "verified" column. If the asset has a different location than listed, please indicate the new location in the "misc." column. Individual assignment should be included on the inventory list under the "assignment" column and a copy of a completed Travis County Inventory Form submitted (if not already done so). If an asset is shared (i.e. network printer, fax machine, copier etc.) it should be assigned to the department head or designated representative identified by the department head annually.</p> <p>If you have assets that are not on your list and either have a unit cost of \$5,000 or more, or are controlled assets (TV, VCR, computer, printer, cellular telephone, etc.), please add them at the bottom of the list with the location, department and division information and complete a Travis County Inventory Form that shows the individual to whom the asset(s) are assigned.</p> <p>If you are unable to verify an asset, please mark "unable to verify" in the "misc." column. If any assets have been transferred, but are still shown in your inventory, please provide copies of transfer papers and they will be removed.</p> <p>Please return the completed form to me by e-mail or inter-office mail, no later than <b>May 15, 200x</b>. If you have any questions, please contact me at 512.854.6458 or 512.935.0043 (digital pager). Thank you for your cooperation.</p> |   |

The department shall review the inventory list and report its accuracy to the Purchasing Agent. Officials, Department Heads or their designated staff shall review the fixed assets list and complete it per the instructions in the memorandum noting any additions, changes, corrections, and/or additional comments. If any assets are found in the department's possession that have not been bar code tagged, the Purchasing Office's Fixed Asset Manager should be immediately notified to coordinate proper tagging and monitoring.

The elected/appointed official or department head shall sign and verify the entire inventory list using the Physical Inventory Acknowledgement Form (Attachment 4).

The department shall complete the physical inventory and verification and submit the updated list and signed Physical Inventory Acknowledgement Form to the Purchasing Office Fixed Asset Manager no later than May 15th of each year. The Purchasing Agent shall report to the Commissioners Court all offices and departments that do not timely submit a complete Physical Inventory Acknowledgement Form to the Purchasing Agent no later than the third Tuesday after the May 15<sup>th</sup> deadline. The department's physical inventory information is compiled into a countywide report and used by the Purchasing Agent to meet the requirements of LGC 262.011, which requires that the Purchasing Agent present an inventory listing of all Travis County fixed assets by July 1 of each year.

### **3.9 Coordination with Purchasing to Dispose of Assets.**

By law, only the Purchasing Agent with the approval of Commissioners Court can dispose of County property. Therefore, when a user department no longer uses an asset because duties, workloads, or personnel changes have occurred, or the condition of an asset deteriorates and it becomes unusable, the user department should immediately contact the Purchasing Office Fixed Asset staff to coordinate disposing of the asset and adjusting the fixed asset assignments to reflect the disposition. Without this coordination, the official or department head to whom the item is charged in the inventory list shall remain responsible for the care and custody of the item involved.

The Purchasing Agent bears the statutory obligation to determine appropriate disposal of fixed assets and shall grant approval for disposal upon recommendation by the user department and the appropriate support department; e.g. ITS for computers and computer equipment, Transportation and Natural Resources (TNR) for vehicles; and Facilities Management for certain types of equipment.

To coordinate the disposal of an asset, the user department completes documentation to request a transfer of the asset to the warehouse. To transfer an asset, the user department completes sections I, II and III of the Travis County Inventory Form (Attachment 3) or an electronic transfer document. As part of the disposition process, the user department shall note the condition of the equipment in Section II (Good, Fair, Poor) and provide specific descriptive information in the "Remarks" column of Section II; e.g. *TYPEWRITER, Electric – works but does not type the letter "e"*.

Once the Inventory Form is completed, the next step is to transport the asset to the warehouse or designated location (TNR Fleet Management for vehicles). Departments that can transport the asset directly need to contact the Fixed Asset Manager and warehouse staff to ensure staff is available to receive the asset at the warehouse. Assets are not accepted without a completed Travis County Inventory Form. The user department shall not drop off assets without fixed asset staff available to receive them. Note: large items, such as road machinery, remain at the original location until an auction date is determined. TNR transports its heavy equipment and road machinery to the staging site where it is transported by the auctioneer to the auction site.

If a department is unable to provide its own transportation for an asset, personnel shall contact the Facilities Management Department. Upon calling, a facilities work order is prepared by Facilities personnel. The user department is responsible for physically safeguarding assets until they are picked up by Facilities Management. Again, the Travis County Inventory Form must be completed before Facilities personnel transports the item. Facilities does not transport or accept any items which are not accounted for on the completed Inventory Form.

To ensure that the asset has been correctly transferred, the user department should retain copies of the Inventory Form indicating the transfer occurred. Note: the transfer is not complete until it has been approved by the Fixed Asset Manager.

**3.10 Reporting Damaged, Vandalized and/or Stolen Assets.**

The user department is responsible to maintain all fixed assets in a clean and neat condition and proper working order. Appropriate funding shall be requested in each fiscal year budget request to repair and maintain all fixed assets. The Purchasing Agent may transfer any item that remains in need of repair longer than six months. The user department shall use the following procedure(s) to report items that have been damaged, vandalized or are missing (stolen).

**3.10.1 Damaged/Replaced Items.** The user department shall contact the Travis County Risk Manager in the event asset(s) have been damaged to determine if the asset(s) qualify for reimbursement under Travis County's self-insurance or conventional insurance programs and a claim needs to be filed. The user department shall provide a copy of the filed claim and information regarding replacement assets for the damaged item to the Fixed Asset Manager so that inventory records may be adjusted depending on the outcome of the claim.

**3.10.2 Vandalized Items.** The user department shall contact the Travis County Sheriff's Office and file a report documenting the vandalized equipment. The user department shall send copies of the report to the Purchasing Fixed Asset Manager and the Risk Manager.

**3.10.3 Stolen Assets.** The elected/appointed official or department head shall report stolen items from their department immediately to the Travis County Sheriff's Office and shall complete an incident report. The user department shall send a copy of the incident report to the Fixed Asset Manager. Under normal circumstances, a replacement should not be requested until after 90 days to allow for item recovery. Requisitions may be submitted immediately for fixed assets which are essential to the department's operation and for which a replacement is not readily available. All replacement of stolen items must be approved in advance by Commissioners Court through the Purchasing Agent. An official or department head shall request an agenda item to report loss, request replacement if necessary, and seek approval to remove the item from office's fixed assets listing. Recovered items are similarly reported to Commissioners Court. The user department shall notify the Fixed Asset Manager if the item has/has not been recovered so that inventory records may be adjusted.

**3.10.4 Missing Assets.** The user department shall contact the Fixed Asset Manager when an item is identified as "missing" and the department cannot prove that theft occurred. Assets identified as "missing" shall not be immediately removed from the inventory listing, but shall be retained until a thorough search can be made to determine that the asset is not located elsewhere in the county. The user department is required to make a thorough and adequate search for the missing item and document steps taken to locate the asset.

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“Missing” assets are retained on the inventory list for a minimum of three years. For each inventory period during the “three year” period, the department is required to again make a thorough and adequate search for the missing item. After three successive inventories in which a missing item is not located, the responsible Elected/Appointed Official or Executive Manager shall provide a memo to the Purchasing Agent and the Commissioners Court outlining the circumstances surrounding the missing item. The Elected/Appointed Official or Executive Manager shall also jointly present to the Commissioners Court voting session in which the Purchasing Agent makes a request of the Commissioners Court to remove the item from inventory.

Under special circumstances, the Purchasing Agent works with the Auditor’s Office to waive or reduce the three-year limit to remove missing capital items from the department’s inventory.

### **3.11 Checking Status of Assets in H.T.E.**

The user department has the capability to check on the status of assets in its fixed asset inventory (whether they are still assigned to the department and the asset’s location) by using the fixed asset module inquiry function. The user can inquire by typing in either the asset/tag number or the VIN/Serial number. To gain access, the elected/appointed official or department head requests access via the H.T.E. access form (see section 1.6). A complete set of instructions with screen prints for performing fixed asset inquiry is provided in Appendix C of this manual.

### **3.12 Rules of Cannibalization.**

In general, assets should not be cannibalized for parts unless it is in the best interest of Travis County to do so because a need exists for the cannibalized parts or will exist within the near future. Before an item is cannibalized, the user department shall contact the Purchasing Fixed Asset Manager to identify and approve the appropriateness of cannibalization and to ensure that inventory documentation reflects that the asset has been cannibalized.

All parts which have a common use shall be considered recoverable and candidates for cannibalization. Examples of such items include: motors, chains, gears, and subassemblies commonly sold as reconditioned or rebuilt parts. The following types of parts shall be considered recoverable:

- automobile items such as engines, complete with all components e.g. starters, carburetors, alternators, water pumps, distributors, exhaust manifolds, power steering pumps, air conditioner compressors; transmission (complete with bell housing, torque converter and flywheel); driveshaft; differential; wheels and tires; radiator; instrument panel/cluster with gauges and speedometer; wiper motor assembly; heater and air conditioner motors; steering wheel and column; brake master cylinder; battery; and removable body parts including doors, hood, trunk lid, etc.

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- computer components including monitors, keyboards, central processing units, chips, terminals, modems and peripheral equipment, computer terminals and printers;
- telephones and related equipment; and
- general office machines and equipment.

When the asset is transferred for disposal, the user department shall indicate in the “remarks” column of the Travis County Inventory Form whether or not an item has been cannibalized and the component(s) that have been removed. This assists the Fixed Asset Manager in appropriately noting the condition of an asset when it is sold at auction or in determining whether or not it can be removed from the department’s inventory.

### **3.13 Vehicle Titles and Licenses.**

The TNR Fleet Manager shall accept vehicles purchased by Travis County and shall provide the original title to the Fixed Asset Manager, which is filed in the Treasurer’s Office. If a title is accidentally sent to the user department, the user department shall immediately contact the Fixed Asset Manager to process the title, file it with the Treasurer’s Office and complete the appropriate paperwork to apply for exempt license plates.

Law enforcement departments that have purchased or acquired vehicles either through abandoned vehicle or forfeiture should contact the Fixed Asset Manager immediately to process the appropriate paperwork and acquire the correct license plates. License plates for undercover vehicles should also be coordinated with the Fixed Asset Manager.

When a vehicle is ready to be disposed of, the user department coordinates with the TNR Fleet Manager to transfer the vehicle to the pre-auction staging area. The TNR Fleet Manager shall coordinate appropriate documentation of vehicle transfer and the retrieval of county license plates with the Fixed Asset Manager before vehicles are transferred to the auction location.

### **3.14 Asset Reuse.**

User departments can sometimes leverage scarce budget funds by requesting a transfer of surplus assets located in the warehouse rather than purchasing new assets. Items such as office furniture and equipment are available in the warehouse. Departments that are interested in leveraging budget funds by transferring existing assets shall contact the fixed asset staff to view the assets and make arrangements for the transfer.

## **4.0 Purchasing Office Responsibilities**

This section of the manual outlines the responsibilities of purchasing personnel and the procedures to be followed to meet these responsibilities.

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### 4.1 Adding Assets to Inventory.

There are two methods by which an asset is initially added to inventory:

- through the electronic transfer of received items from the purchasing module into the fixed asset pending file, and
- through the notification of assets purchased or received through non-traditional means such as use of forfeiture or commissary funds or donations via the Travis County Inventory Form.

Once the asset has been identified in the fixed asset pending file or via the Inventory Form, the Purchasing Fixed Asset Manager coordinates with the Auditor's Office staff to ensure that the item(s) have been correctly identified and classified. Purchasing fixed asset staff prints the Pending Fixed Assets Worksheet (Attachment 5) and contact the designated department to arrange for tagging. Information obtained during the tagging is entered onto the worksheet for input into the fixed asset system. This sets up the asset by transferring the information from these worksheets to the permanent inventory record. If the item was purchased through the H.T.E. system, information from the "remarks" section of the purchase order shall be included in the "miscellaneous information" section of the asset file for the user department's reference.

### 4.2 Tagging Assets.

All equipment shall be identified with a "Tag" or "Fixed Asset" number. It shall be a sequential, consecutive number as determined by the Purchasing Agent. All tagging is done by the Purchasing Office or those designated by the Purchasing Agent.

Consistent tagging practices ensure efficiency during the tagging process as well as subsequent inventory. When practical, tag numbers are to be placed adjacent to the equipment manufacturer's I.D. plate. If there is not sufficient space or the surface is not smooth or appropriate, the tag number may be placed away from heavy exposure, wear areas, or at a place which does not detract from the equipment's appearance and may be easily located during inventory. However, the tag must be easily located during inventory without moving or dismantling the item.

The following types of 'tags' are available for the various types of assets:

- Adhesive Labels - This is the major type of tag used to identify County property. The two types of adhesive labels are a bar code and a Property of Travis County tag.
- Indelible Ink Marker - To be used on all items on an adhesive label cannot be placed such as cloth products, or other similar materials.
- Tap and Die Metal Punches
- Electric Engraver

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- Painted Numeral
- Metal Tags - May be used on equipment where oil and/or chemicals can damage other types of tags.

The Purchasing Fixed Asset Manager shall determine the type of 'tag' to be used on any given surface.

### **4.3 Monitoring Physical Inventory.**

Under the direction and with the approval of the Purchasing Agent, the Fixed Asset Manager shall monitor, review and report inventories performed by the County departments. The fixed asset manager shall update H.T.E. Fixed Asset Inventory Records as a result of new acquisitions, transfers, corrections and updates caused by the conduct of physical inventories or the reporting of changes via the Travis County Inventory Form. The types of information most frequently updated include asset location, asset assignment (department, division and assigned individual) and asset status (disposed, active, etc.). The Fixed Asset Manager uses various forms of documentation to support changes to the inventory records. Assets are marked as disposed as a result of auctions, or because of reported vandalism or thefts with sufficient documentation such as copies of appropriate claims and/or incident reports (see 3.9). These changes shall be made by the Purchasing Office and reflected in the updated inventory records.

### **4.4 Conduct of Annual Physical Inventory.**

By statute, the Purchasing Agent is required to present the County Auditor an inventory listing of all Travis County fixed assets by July 1 each year. To meet the statutory requirements, a physical inventory is conducted once each year of all capital and controllable assets. The Purchasing Fixed Asset Manager shall coordinate the conduct of the physical inventory under the direction of the Purchasing Agent.

The Fixed Asset Manager shall extract and print a physical inventory list of capital and controllable assets in H.T.E. by department. The list shall include identifying information such as the asset and tag number, asset description, location and assignment as shown in Figure 4-1.

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**Figure 4-1: Example Physical Inventory Listing**

| TAG   | SERIAL   | DEP | DIV | IMP | LOC    | YEAR | DESC                  | CODE | MISC         | COST         | INS         | TYPE | ASSET | P.O.#  | VERIFIED | MISC/UPDATE INFO |
|-------|----------|-----|-----|-----|--------|------|-----------------------|------|--------------|--------------|-------------|------|-------|--------|----------|------------------|
| 89991 | 2FA71W6  | 99  | 1   | 0   | AUC2   | 1997 | FORD, CROWN VIC 1997  | SLC  | 726-728      | \$ 19,188.00 | \$ -        | AUT  | 40186 | 116680 |          |                  |
| 63333 | 74821102 | 99  | 2   | 0   | XX0000 | 1988 | RADIO-MOBILE, G.E.,   | ATT  | #75850       | \$ -         | \$ 1,480.00 | RAD  | 23931 |        |          |                  |
| 88999 | 1S1L52W  | 99  | 1   | 0   | XX0000 | 1996 | CHEVY, CAPRICE 1996   | SLC  | 999-999      | \$ 16,010.24 | \$ -        | AUT  | 35851 | 75000  |          |                  |
| 84003 | 2FAXX71  | 99  | 1   | 0   | XX0000 | 1996 | FORD, CROWN VIC 1996  | RLC  | TPM-KV2      | \$ 18,606.00 | \$ -        | AUT  | 35496 | 86555  |          |                  |
| 82931 | 1G1BL52  | 99  | 1   | 0   | XX0000 | 1994 | 1994 CHEVY CAPRICE    | SLC  | 630-999      | \$ 13,147.72 | \$ -        | AUT  | 30449 | 55111  |          |                  |
| 92910 | 75231112 | 99  | 1   | 0   | XX0000 | 1988 | RADIO, 2 WAY GE DELTA |      |              | \$ -         | \$ 1,481.00 | RAD  | 22644 |        |          |                  |
| 54776 | 2143523  | 99  | 10  | 0   | XX0100 | 1980 | IBM TYPEWRITER        |      |              | \$ -         | \$ 864.00   | TYP  | 12963 | 114065 |          |                  |
| 83433 | 990511   | 99  | 1   | 0   | XX0100 | 1991 | VCR, SHARP            |      |              | \$ -         | \$ 240.00   | VCR  | 563   | 114072 |          |                  |
| 87650 | 707680   | 99  | 1   | 0   | XX0100 | 1997 | TV, G.E.              |      |              | \$ -         | \$ 350.00   | TV   | 38151 |        |          |                  |
| 88429 | 402AWU3  | 99  | 1   | 0   | XX0150 | 1996 | RADIO, GE HX1000      |      |              | \$ -         | \$ 698.00   | RAD  | 36954 | 105378 |          |                  |
| 88583 | CA153MM  | 99  | 10  | 0   | XX0150 | 1989 | PRINTER, APPLE LASER  |      |              | \$ -         | \$ 2,100.00 | PRT  | 44267 |        |          |                  |
| 98487 | NONE     | 99  | 0   | 0   | XX0150 | 1981 | RADIO, VERTEX         |      |              | \$ -         | \$ 1,014.00 | RAD  | 13342 |        |          |                  |
| 95551 | XZ72KQK  | 99  | 10  | 0   | XX0150 | 1998 | PC, DELL 7300/180,    |      |              | \$ -         | \$ 4,192.20 | PCM  | 42027 | 131028 |          |                  |
| 91178 | 9382C6L  | 99  | 10  | 0   | XX0150 | 1998 | MONITOR, DELL 17"     | ASG  | JAY DOE      | \$ -         | \$ 527.00   | MON  | 44684 | 145302 |          |                  |
| 99999 | 1340464  | 99  | 1   | 0   | XX0150 | 2000 | CELL PHONE, T-200     | PH#  | 512-111-1111 | \$ -         | \$ 134.00   | CEL  | 51646 |        |          |                  |

The list shall be sent to each county official or department head as an attachment to a cover memorandum (Figure 3-3) that specifies the instructions and deadlines for completion of the physical inventory and submittal of the updated list and acknowledgement of inventory back to the Purchasing Office.

The Purchasing Fixed Asset Manager shall compile results of the individual physical inventory lists into a consolidated report of Travis County fixed assets and submit it to the Purchasing Agent for final review and approval.

The Purchasing Agent presents to the County Auditor an inventory listing of all Travis County fixed assets by July 1 of each year in accordance with LGC §262.011(i).

Once the physical inventory has been completed and reported, the Fixed Asset Manager shall compile a list of assets for removal that have been reported as missing or stolen and have met the three year requirement (Section 3.10.4). The affected user department(s) and the Purchasing Agent shall jointly present this list to the Commissioners Court for approval.

#### 4.5 Receiving Property in Warehouse.

The Purchasing Office is responsible for warehousing all surplus, excess or salvage items. Items no longer useful to the departments are stored by Purchasing at the warehouse for reuse by other departments or until sold.

All property delivered to the warehouse must be received by Purchasing Office staff. No property is to be accepted by Purchasing Office staff without proper completion of the transfer information and appropriate signatures on the Travis County Inventory Form or an electronic transfer document.

Once property has been received in the warehouse and its condition verified, the fixed asset record shall be updated to indicate the transfer is complete. The location code of the asset shall be changed to the warehouse location code.

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On certain occasions, such as the purchase of a large number of assets that are distributed countywide (e.g. radio equipment), the Purchasing Office fixed asset staff “centrally” receives and tags assets, using the warehouse or other delivery site as a staging area. On these occasions, the Purchasing Office fixed asset staff shall coordinate the delivery, tagging and implementation of the assets with the main department responsible for implementation.

### 4.6 Disposing of Property.

The Purchasing Agent bears the statutory obligation to determine appropriate disposal of fixed assets. When the Purchasing Office receives a departmental request to dispose of an asset, the Purchasing Agent shall grant approval for disposal upon recommendation from fixed asset staff and other support departments as to the condition of the property and repair or replacement alternatives. In examining the property for disposal the Purchasing Agent shall use the following definitions:

- **Salvage property** - Means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.
- **Surplus property** - Means personal property that is not “Salvage” property or items routinely discarded as “Waste”, that is not currently needed by its owner, is not required for the owner’s foreseeable needs, and possesses some usefulness for the purpose for which it was intended.
- **Waste property** – Means property which is incapable of performing its intended function, and has no value for any other purpose. These materials are of no value to the County other than through recycling or disposal.

The type of asset often defines the disposal method used by the County. In disposing of property, LGC §263.152, specifies that the Commissioners Court of a County may:

- periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;
- offer the property as a trade-in for new property of the same general type if the Commissioners Court considers that action to be in the best interests of the county; or
- order any of the property to be destroyed or otherwise disposed of as worthless if the Commissioners Court undertakes to sell that property and is unable to do so because no bids are made; or
- dispose of the property by donating it to a civic or charitable organization located in the county if the Commissioners Court determines that trying to sell the property would result in no bids received or the bid price is less than the County’s bidding-related expenses; the donation serves a public purpose; or the organization provides the County with adequate consideration related to

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transportation or disposal expenses related to the property.

If the property is earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners Court may exercise a repurchase option in a contract in disposing of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid.

The Commissioners Court may dispose of property under Subsection by donating the property to a civic or charitable organization located in the county.

**4.6.1 Auctions.** Auctions are the most frequent method for disposing of surplus and salvage property in Travis County. The Travis County Purchasing Agent conducts auctions of surplus or salvage items in accordance with LGC §263 requirements. In preparing items for disposal, the Purchasing Agent compiles a list of items to be declared as “surplus” or “salvage” for disposal and presents the list to the Commissioners Court for approval.

Once Commissioners Court approval is received, the Purchasing Fixed Asset Manager shall coordinate with Purchasing Office staff, the appropriate advertisement language and placement of the advertisement. LGC §263.153 specifies that *(a) The commissioners court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the county; and (b) The notice must be published on or after the 30th day but before the 10th day before the date of the sale. (c) county that contracts with an auctioneer licensed under Chapter 1802, Occupations Code, who uses an Internet auction site offering online bidding through the Internet to sell surplus or salvage property under this subchapter having an estimated value of not more than \$500 shall satisfy the notice requirement under this section by posting the property on the site for at least 10 days unless the property is sold before the 10th day.*

The Purchasing Office supervises the auction to ensure that it meets statutory requirements and may reject offers in accordance with LGC 263.154 which states: *“The commissioners court or its designated representative conducting the sale may reject any offer to purchase surplus or salvage property if the court or representative finds the rejection to be in the best interests of the county.”*

Once the auction is complete, the Purchasing Office keeps a record of each item or surplus or salvage property sold and the sale price of each item as dictated by LGC 263.155 Auction proceeds are collected as required by LGC §263.156 and deposited by the Treasurer in the revenue fund established in the Purchasing Office budget for equipment sales.

The Purchasing Fixed Asset Manager updates the asset disposition in H.T.E. to reflect the item(s) and property were sold at auction and the disposed property and items are removed from the inventory list.

The Purchasing Office forwards data to the Auditor’s Office for inclusion in the

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County's capital asset system.

- 4.6.2 Competitive Bids.** The process for competitive bids is similar to that of auctions. The Purchasing Agent shall compile a list of items to be declared as "surplus" or "salvage" and request Commissioners Court approval of the items for disposal. Once approval is received, the Purchasing Fixed Asset Manager and Purchasing staff coordinate the appropriate advertisement language and placement of the advertisement. The Purchasing Agent supervises the competitive bidding process and again, may reject offers, if it is in the best interest of the County. Competitive bids are received as identified in the advertisement, opened, read and the best bid accepted.

Assets are transferred to the successful bidder upon receipt of payment specified in the bid. The bid proceeds are again collected and deposited by the Treasurer in the revenue fund established in the Purchasing Office budget for equipment sales.

The Purchasing Fixed Asset Manager updates the asset disposition in H.T.E. to reflect the item(s) and property were sold by competitive bid and the disposed property and items are removed from the inventory list.

The Purchasing Office forwards data to the Auditor's Office for inclusion in the County's capital asset system.

- 4.6.3 Recycling.** Waste property and some salvage property may be of greater value to the County when sold for materials or scrap rather than being disposed of as trash or sold at auction for a nominal sum. The Travis County Recycling Manager shall make such recommendations to the Purchasing Agent when this option is available. The Purchasing Agent shall then conduct competitive bidding to sell the items as scrap.

- 4.6.4 Donation to Other Civic or Charitable Organizations within County.** Section 263.152(a)(4), of the Texas Local Government Code, authorizes the Travis County Commissioners Court to dispose of personal property in the County inventory, by donating it to a civic or charitable organization in the County, if the Commissioners Court finds that selling the property does not financially benefit the County, donating the property serves a public purpose, and donating the property relieves the County of transportation and disposal expenses related to the property.

"Charitable Organization" means an organization, created and operated exclusively for charitable purposes, and exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code, where no part of the organization's net earnings inure to the benefit of any private shareholder or individual. A Charitable Organization does not include any unrelated business or trade of the organization, as prescribed in Sections 511 and 513 of the Internal Revenue Code.

"Civic Organization" means an organization, not organized for profit, but created and operated exclusively for the promotion of social welfare or common good of the community, and exempt from federal taxation, and where no part of the net earnings

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of such organization inure to the benefit of a private shareholder or individual. A Civic Organization does not include an unrelated business or trade of the organization, as prescribed by Sections 511 and 513 of the Internal Revenue Code. For purposes of this Policy, a "Civic Organization" includes a political subdivision located wholly or partly within Travis County.

In determining whether an undertaking to sell the property most likely would result in no bids, or whether the bid price for property most likely would be less than the administrative and other costs associated with selling the property, the County may consider, among other things, the occurrence of "no bid" responses to such property in the past, or the price(s) at which such property was sold in the past. To ascertain whether donation of the property serves a public purpose, the County asks that each organization submit a request letter stating the intended purpose of the property. To ascertain whether an entity is a Charitable or Civic Organization, the entity shall submit to the County Purchasing Agent a copy of the letter from the United States Internal Revenue Service, approving the organization's designation as a Civic Organization or a Charitable Organization, as applicable, exempt from federal taxation.

An organization in the County is selected to receive Surplus Property or Salvage Property, based on whether the organization is a Charitable Organization or Civic Organization located wholly or partly in the County; whether the donation serves a public purpose; and whether the organization gives consideration to the County for the donation of the property, such as relieving the County of transportation and disposal expenses related to the property or other consideration deemed appropriate by the County. Before the County donates an item, the Purchasing Office contacts multiple organizations to determine their interest in receiving the item, so as to distribute items to as many organizations as possible. The Purchasing Office submits the name or names of the interested organization or organizations to the Commissioners Court for approval. If multiple organizations express an interest in the item and meet the above criteria, a selection is made, based on which organization first offers to give appropriate consideration for the donation, such as relieving the County of transportation and disposal expenses related to the property or other consideration deemed appropriate by the County.

Once the Commissioners Court approves a donation, the Purchasing Office, through the Purchasing Fixed Asset Manager, coordinates transportation of the item(s) to the selected organization, although that organization is responsible for transportation of the item(s) and the expenses connected therewith.

In most cases, the Commissioners Court order approving the donation of property to a Charitable or Civic Organization shall serve as a transfer of title in the property from the County to the receiving organization. For specialized title requirements, including but not limited to motorized vehicles, and weapons, the Purchasing Office follows the State of Texas requirements for transferring title. Once title has been transferred to the receiving organization, the organization is the owner of the property.

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## Fixed Asset Policy and Procedures Manual

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Once property is donated, the Fixed Asset Manager completes the Travis County Inventory Form to document the transfer and updates the inventory records in H.T.E. to reflect the transfer. The property donated is then removed from the County inventory list. Records of the donation shall be retained for at least one year.

The Purchasing Office forwards data to the Auditor's Office for inclusion in the County's capital asset system.

The receiving organization is responsible for the transportation of donated property from the County's site to the location specified by the receiving organization, including all expenses related thereto. The receiving organization is also responsible for any future disposal of the property, including all expenses related thereto.

In determining which Charitable or Civic Organization receives donated, County Surplus or Salvage Property, the County does not discriminate against any organization or individual based on race, religion, color, sex, national origin, age or handicap condition.

- 4.6.5 Destruction of Property.** As per LGC §263.152, the Commissioners Court "*may order the property to be destroyed as worthless if it cannot sell the property...*". When this situation occurs, the Purchasing Agent compiles a list of property to be destroyed and presents the list to Commissioners Court for approval. This situation only occurs after extensive efforts have been made to dispose of the items by sale or donation to other organizations.

Once Commissioners Court has approved items for destruction, the Purchasing Fixed Asset Manager shall coordinate with other County staff to appropriately destroy the property, while meeting any special environmental or hazardous waste requirements. The Purchasing Fixed Asset Manager shall adjust H.T.E. inventory records to reflect the destruction and remove items from the inventory list.

The Purchasing Office forwards data to the Auditor's Office for inclusion in the County's capital asset system.

- 4.6.6 Cannibalization.** The Purchasing Fixed Asset Manager shall receive department requests for cannibalization; evaluate the request based on countywide needs and present recommendations to the Purchasing Agent. The Purchasing Agent shall make the final decision on cannibalization and request disposition authority from the Commissioners Court.

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## Fixed Asset Policy and Procedures Manual

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All equipment shall remain in place within the department to which it is assigned until authority for cannibalization and disposal of the remaining item has been granted by the Commissioners Court. No item shall be removed from a department's fixed asset inventory until the department files the Travis County Inventory Form identifying the asset(s) that have been cannibalized and the component(s) removed.

The Purchasing Fixed Asset Manager shall update H.T.E. fixed asset records to reflect the cannibalization identified on the Travis County Inventory Form and if provided, shall document the asset that is to receive the cannibalized part(s).

The Purchasing Office forwards data to the Auditor's Office for inclusion in the County's capital asset system.

### **4.7 Vehicle Titles.**

The original title for fixed-assets is filed in the Treasurer's Office. Purchasing specifications includes instructions to the vendors to mail the manufacturer's certificate of origin and the bill of sale to the TNR Fleet Manager. The TNR Fleet Manager shall transfer the appropriate forms to the Purchasing Office. The Purchasing Office prepares the information and forms required by the Vehicle and License section of the Tax Assessor, and any other appropriate agency, and apply for exempt license plates, etc. After receipt of original title, the Fixed Asset Manager hand carries the title of the Treasurer.

Original titles are signed by the Travis County Purchasing Agent on behalf of Travis County. Upon disposal of fixed assets, the Purchasing Agent signs all necessary forms to transfer title to the buyer. All titles name "Travis County" as the owner.



Fixed Asset Policy and Procedures Manual

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**Attachment 2: Acknowledgement Form**



Travis County Purchasing Office  
Acknowledgement Form

Date:

To: Travis County Purchasing Office  
Attention: Fixed Asset Manager

I certify that I have obtained, read and understood the contents of the Travis County Fixed Asset Procedures Manual as revised February 2006.

\_\_\_\_\_  
Designated Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elected/Appointed Official  
or Department Head Signature

\_\_\_\_\_  
Date

Fixed Asset Policy and Procedures Manual

**Attachment 3: TRAVIS COUNTY INVENTORY FORM**

**November 2002**

|   |                           |               |                 |
|---|---------------------------|---------------|-----------------|
| <b>I. ASSIGNMENT</b>  |                           |               |                 |
| Name (please type or print)   | Physical Address w/Room # | Dept/Div      | Phone/Extension |
| <p>I understand that I am responsible for the equipment listed below, and in the event the property is stolen, lost or damaged due to my fault or negligence, I must reimburse Travis County. I am responsible for immediately notifying my supervisor when equipment is stolen, lost or damaged. I will complete an incident report and forward to Purchasing and Risk Management.</p> |                           |               |                 |
| _____<br>Signature Employee Using Equipment   |                           | _____<br>Date |                 |

| <b>II. DESCRIPTION</b> |                |                          |           |      |      |                |         |
|------------------------|----------------|--------------------------|-----------|------|------|----------------|---------|
| ASSET TAG N°.          | SERIAL/VIN N°. | DESCRIPTION OF EQUIPMENT | CONDITION |      |      | P.O. N° IF NEW | REMARKS |
|                        |                |                          | GOOD      | FAIR | POOR |                |         |
|                        |                |                          |           |      |      |                |         |
|                        |                |                          |           |      |      |                |         |
|                        |                |                          |           |      |      |                |         |
|                        |                |                          |           |      |      |                |         |

|                               |      |                            |  |                     |               |       |  |
|-------------------------------|------|----------------------------|--|---------------------|---------------|-------|--|
| <b>III. TRANSFERS</b>         |      |                            |  |                     |               |       |  |
| Transfer from: Name           |      | Physical Address w/ Room # |  | Loc. Code           | Dept./Div     | Phone | Loaner Equipment<br>ITS_____ Other _____ |
| Transfer to: Name             |      | Physical Address w/Room #  |  | Loc. Code           | Dept./Div.    | Phone |  |
| <b>RECEIVING TRUCK DRIVER</b> |      | Transferred by:            |  | Date:_____          | Entered:_____ |       | Date: _____                              |
| Name                          | Date | Signature                  |  | Fixed Asset Manager |               |       |  |
|                               |      | Received by:               |  | Date:_____          |               |       |  |
|                               |      | Signature                  |  |                     |               |       |  |

|  |      |                      |      |
|--|------|----------------------|------|
| <b>IV. RELEASE OF RESPONSIBILITY</b>   |      |                      |      |
| I certify that the equipment listed above, and assigned to _____ has been accounted for. |      |                      |      |
| Signature-Employee   | Date | Signature-Supervisor | Date |

**Attachment 4: Physical Inventory Acknowledgement Form**



Travis County Purchasing Office  
Physical Inventory Acknowledgement Form

Date: \_\_\_\_\_

To: Travis County Purchasing Office  
Attention: Fixed Asset Manager

From: \_\_\_\_\_

Attach: Completed Inventory List

I have reviewed the attached fixed assets inventory for my department and, except as noted on the inventory list and referenced below, hereby acknowledge all listed property to be accounted for and in proper working order.

\_\_\_\_\_  
Elected/Appointed Official or Department Head Signature

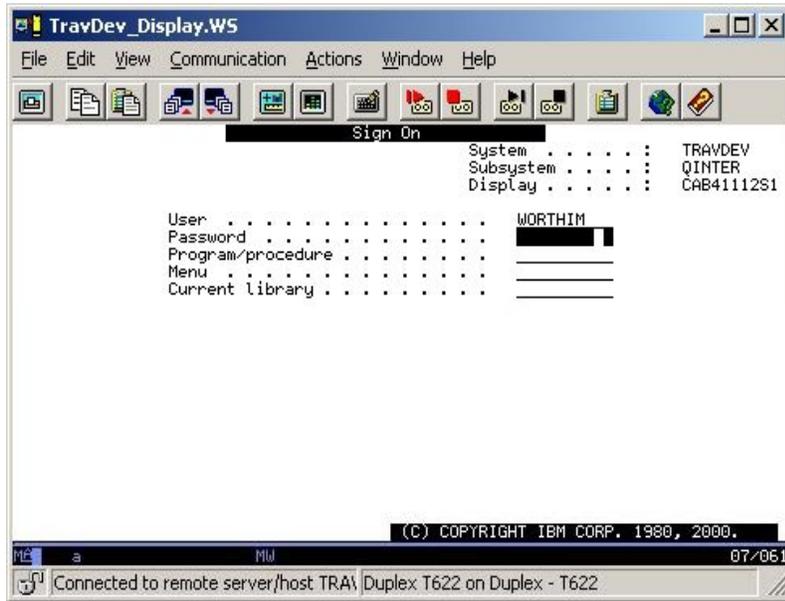
\_\_\_\_\_  
Date

Comments:



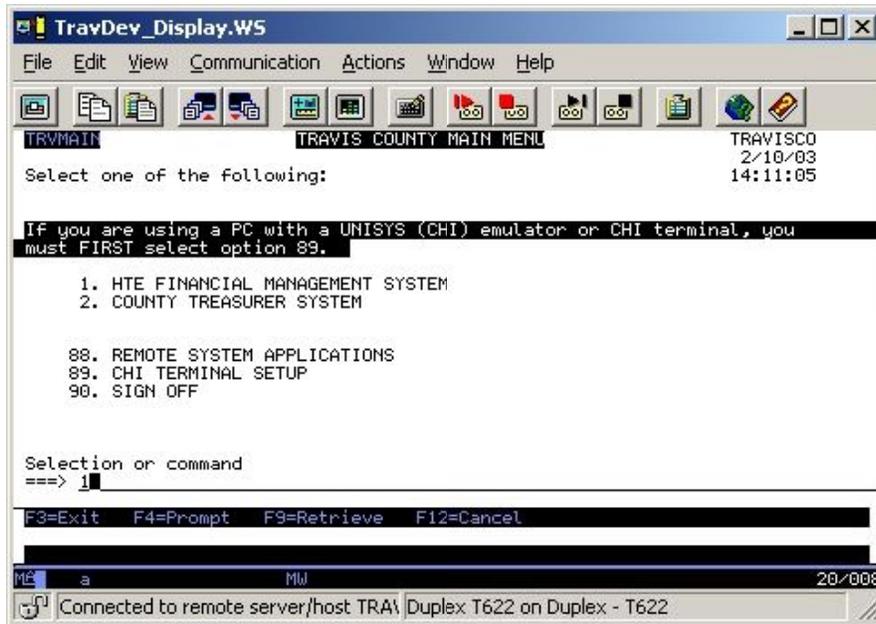
## Appendix A: H.T.E. Fixed Asset Instructions

Step 1: Log into TRAVISCO system.



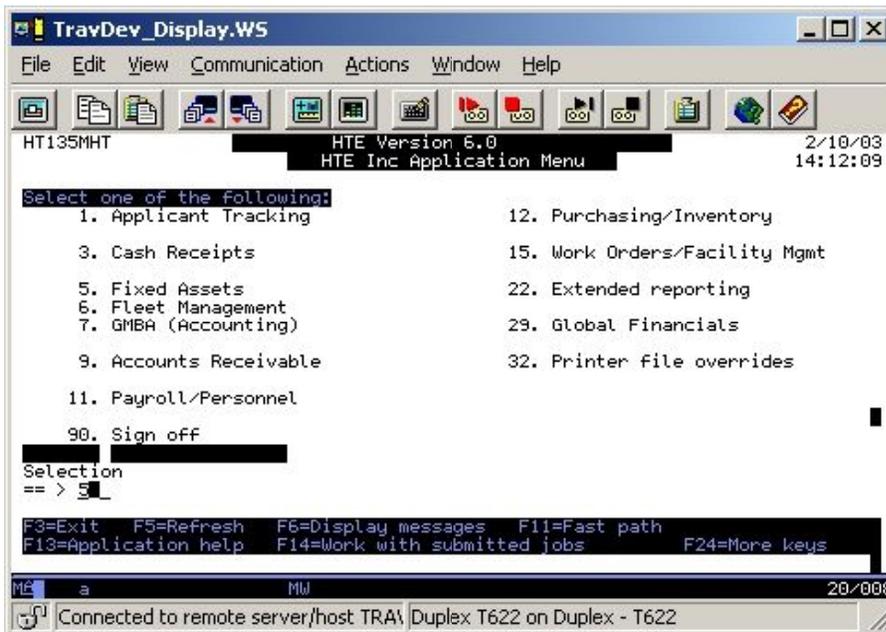
- Type in the 7-digit user ID. The first six digits are your last name and the seventh digit is the initial of your first name. Press the <Tab> key to advance to the password line.
- Type in your 6-digit password. Note: for security reasons the password should never be shared.
- Press <Enter> twice to get to the main H.T.E. user menu.

Step 2: Log into H.T.E. System.



- Select option “1” from the main menu and type it on the prompt line.
- Press <Enter> twice to advance to the application menu.

Step 3: Select fixed assets application.



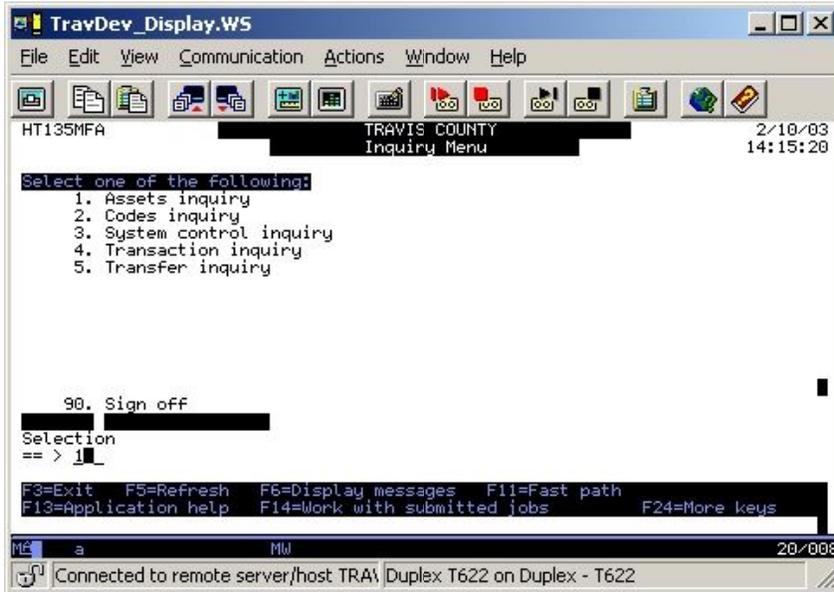
- Select option “5” from the main menu and type it on the prompt line.
- Press <Enter> to advance to menu options.

Step 4: Select fixed assets inquiry function.



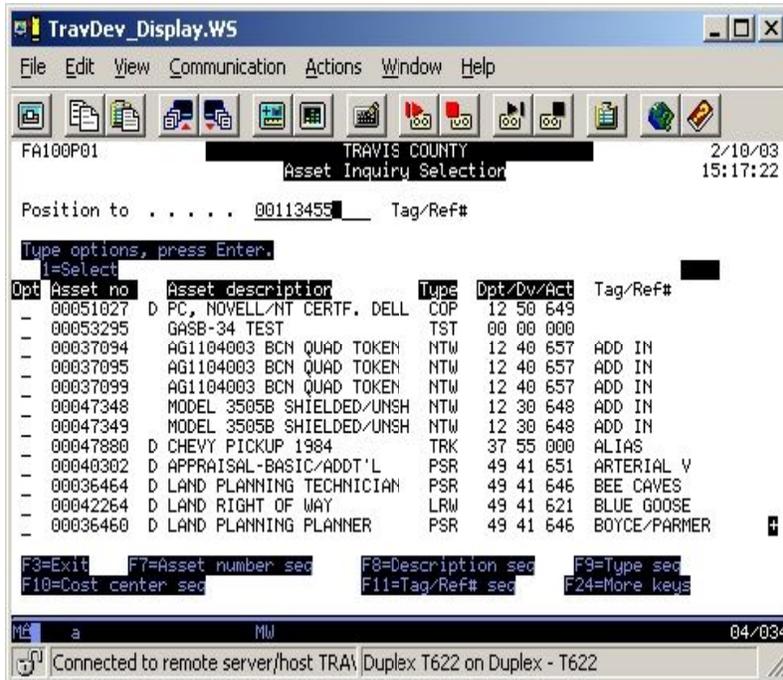
- Select option “2” from the fixed assets main menu and type it on the prompt line.
- Press <Enter>.

Step 5: Select asset inquiry function.



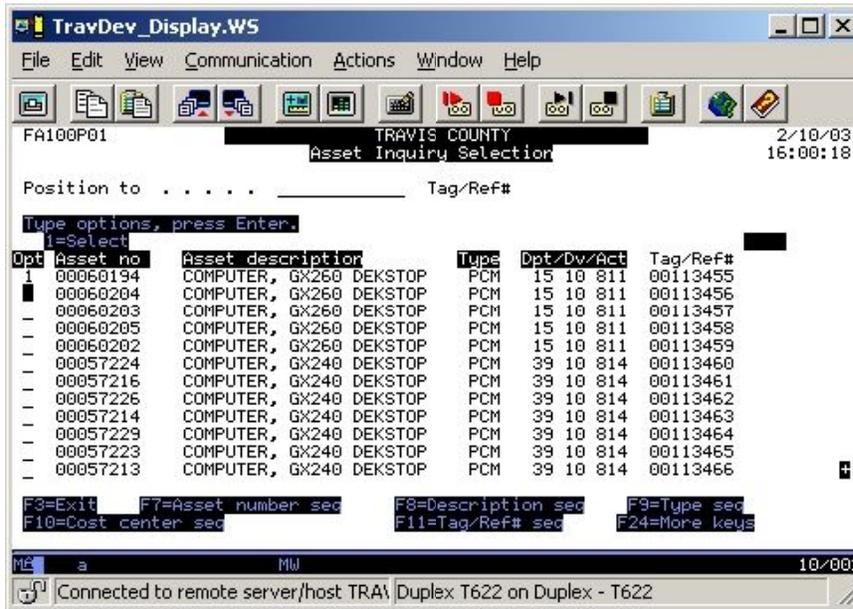
- Select option “1” from the fixed assets inquiry menu and type it on the prompt line.
- Press <Enter>.

Step 6: Sort records by asset tag number and select record.



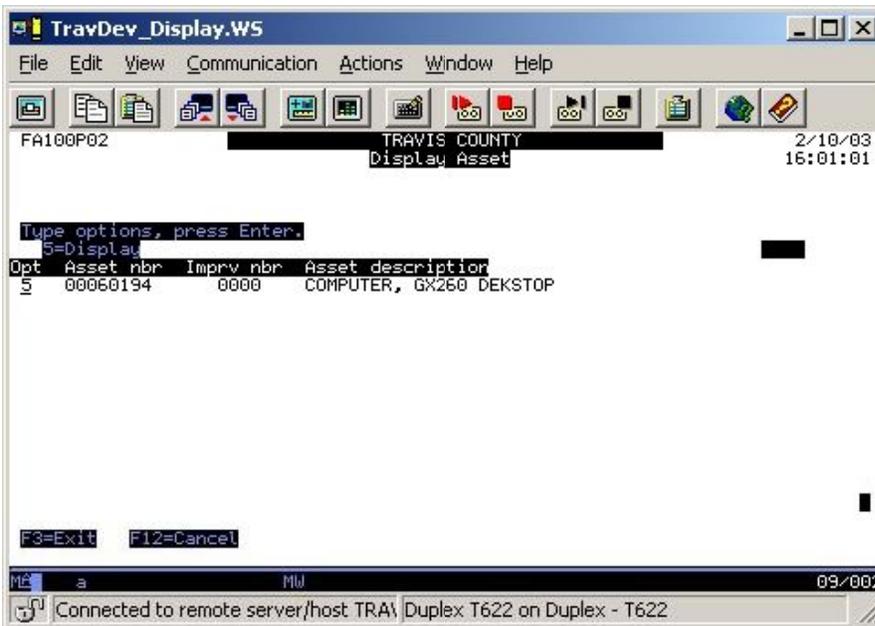
- The system default is to display records by asset number. Press **F11** key to sort records by tag number. The screen looks like the example to the left.
- At the *Position to* line, type in the tag number with the correct number of zeros before the tag number for an 8-digit number.
- Press <Enter>.

Step 7: Select desired asset record to review.



- At the *Option* line, type a “1” next to the record that you want to select.
- Press **<Enter>**.

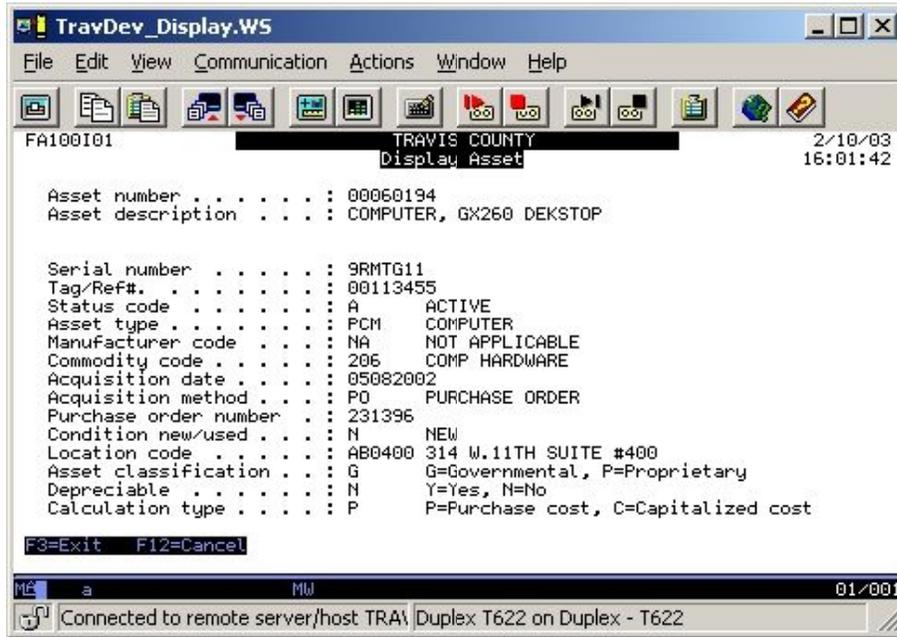
Step 8: Display selected asset record.



- At the *Option* line, type a “5” next to the record to display.
- Press **<Enter>**.

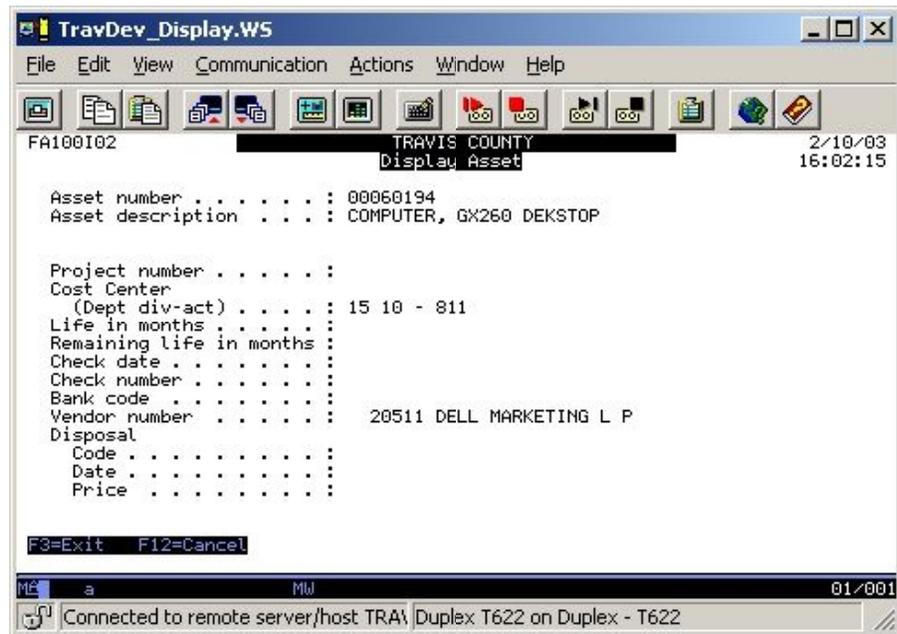
Fixed Asset Policy and Procedures Manual

Step 9: Display selected asset record information.



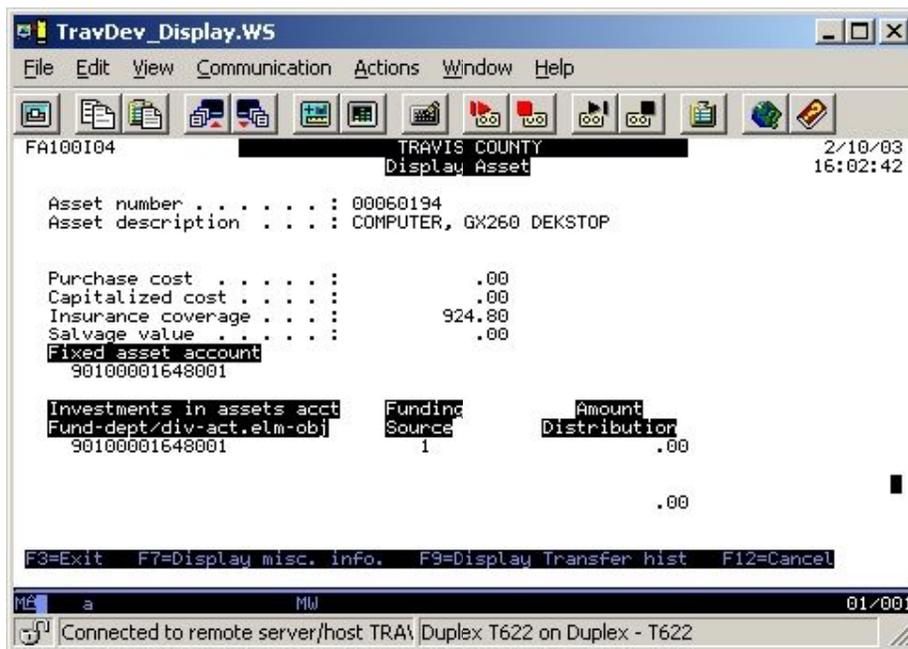
- Asset information is displayed as shown in the example to the left. Key information includes the asset type, date of acquisition, purchase order number and location.
- Press **<Enter>** to see additional information.

Step 9: Display selected asset record information (continued).



- Asset information is displayed as shown in the example to the left. Key information includes the cost center (department, division and activity) and vendor.
- Press **<Enter>** to see additional information.

Step 9: Display selected asset record information (continued).

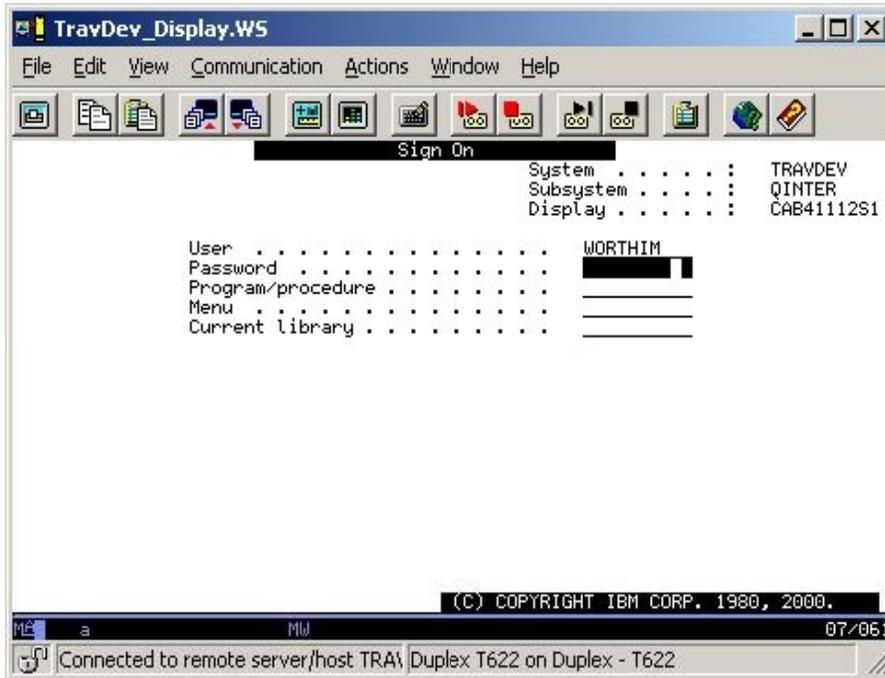


- Asset financial information is displayed. When the asset is not capitalized (cost is less than \$5,000) the cost is shown in insurance coverage.
- Press <Enter> to return to the asset selection menu.

**Repeat these steps for additional asset inquiry.**

## Appendix B: H.T.E. Receiving Instructions

Step 1: Log into TRAVISCO system.



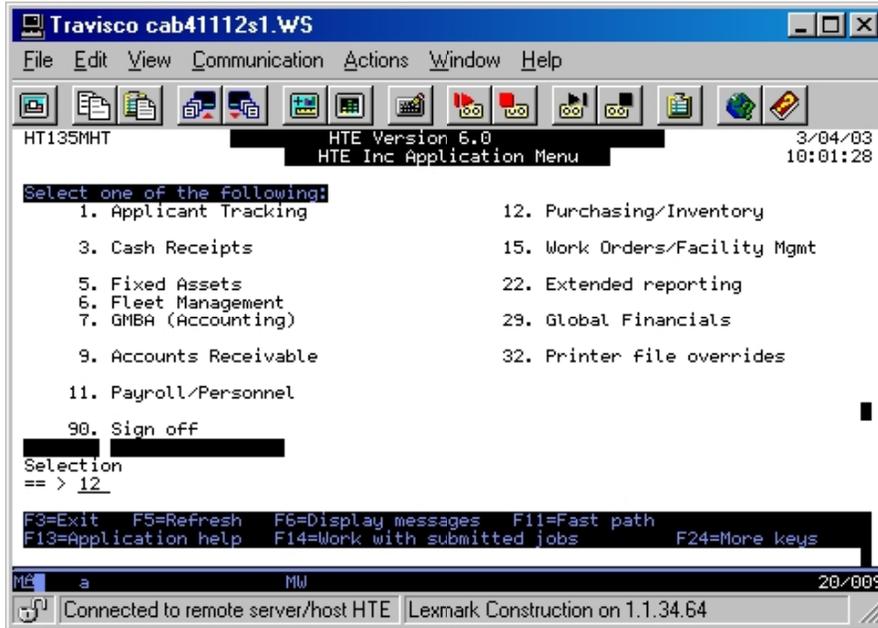
- Type in the 7-digit user ID. The first six digits are your last name and the seventh digit is the initial of your first name. Press the <Tab> key to advance to the password line.
- Type in your 6-digit password. **Note:** for security reasons the password should **never** be shared.
- Press <Enter> **twice** to get to the main H.T.E. user menu.

Step 2: Log into H.T.E. System.



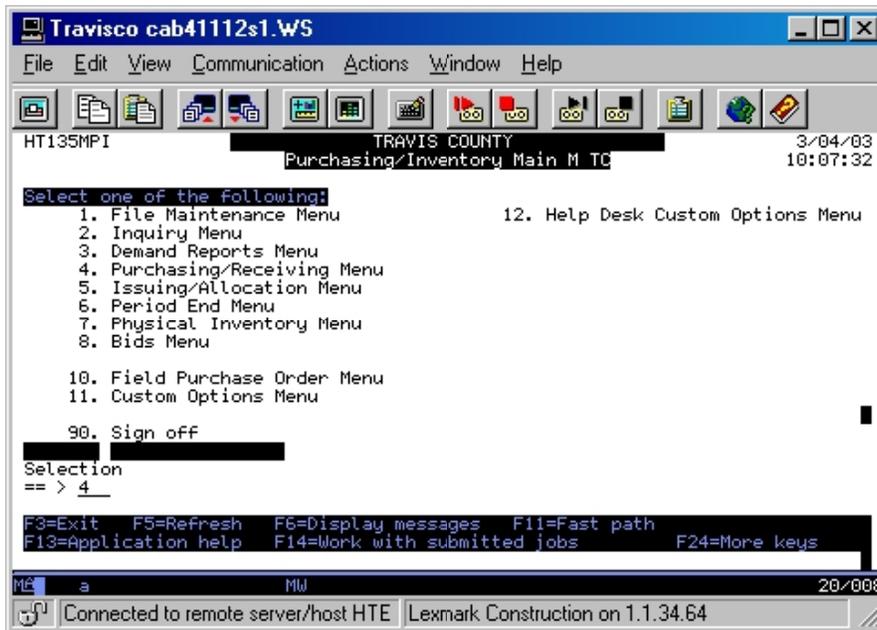
- Select option "1" from the main
- menu and type it on the prompt line.
- Press <Enter> **twice** to advance to
- the application menu.

Step 3: Log into the Purchasing/Inventory module from the application menu.



- Select option “12” from the application menu and type it on the prompt line.
- Press **<Enter>** to advance to the purchasing/inventory main menu.

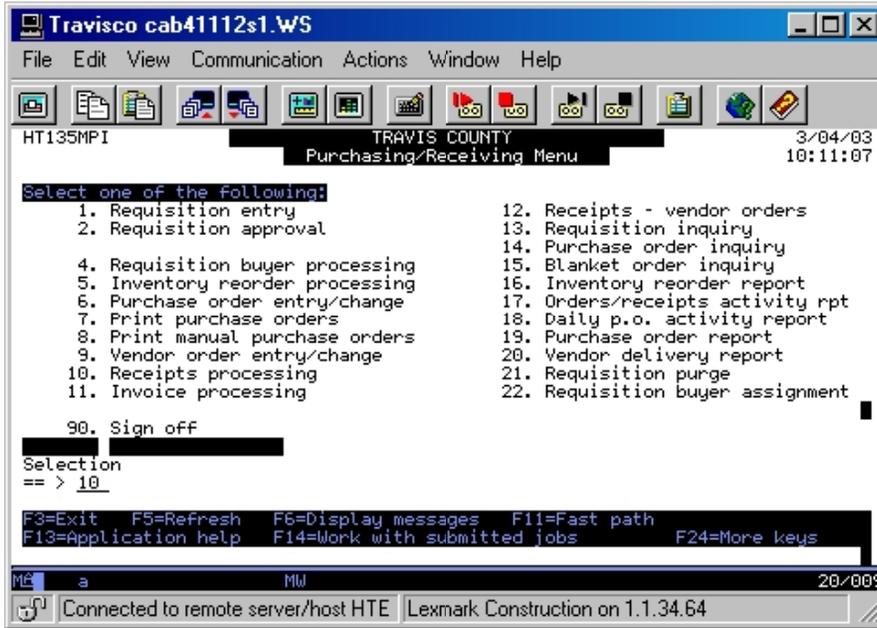
Step 4: Log into the Purchasing/Receiving function from the main menu.



- Select option “4” from the application menu and type it on the prompt line.
- Press **<Enter>** to advance to the purchase order receipt menu.

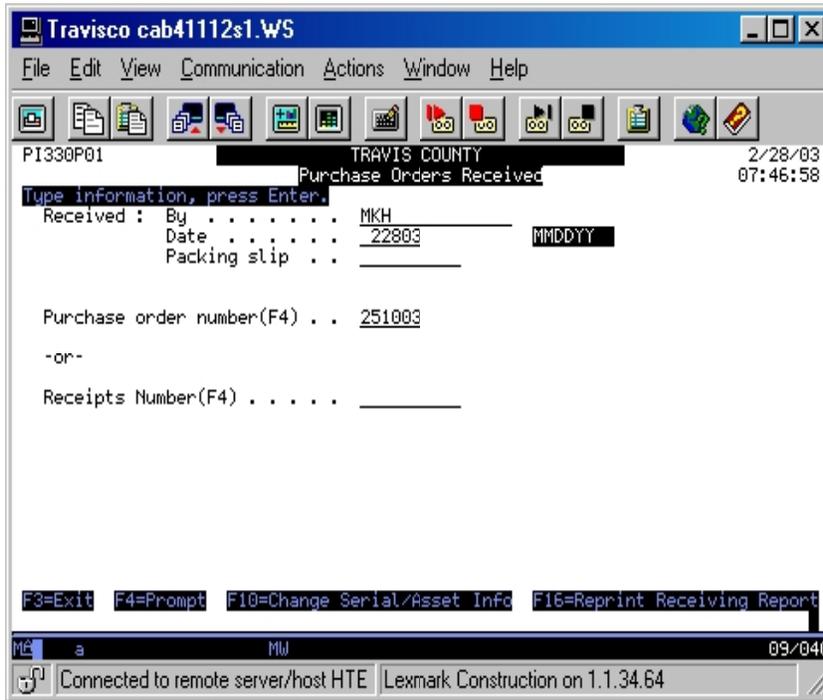
Fixed Asset Policy and Procedures Manual

Step 5: Log into the Receipts processing function from the Purchasing/Receiving menu.



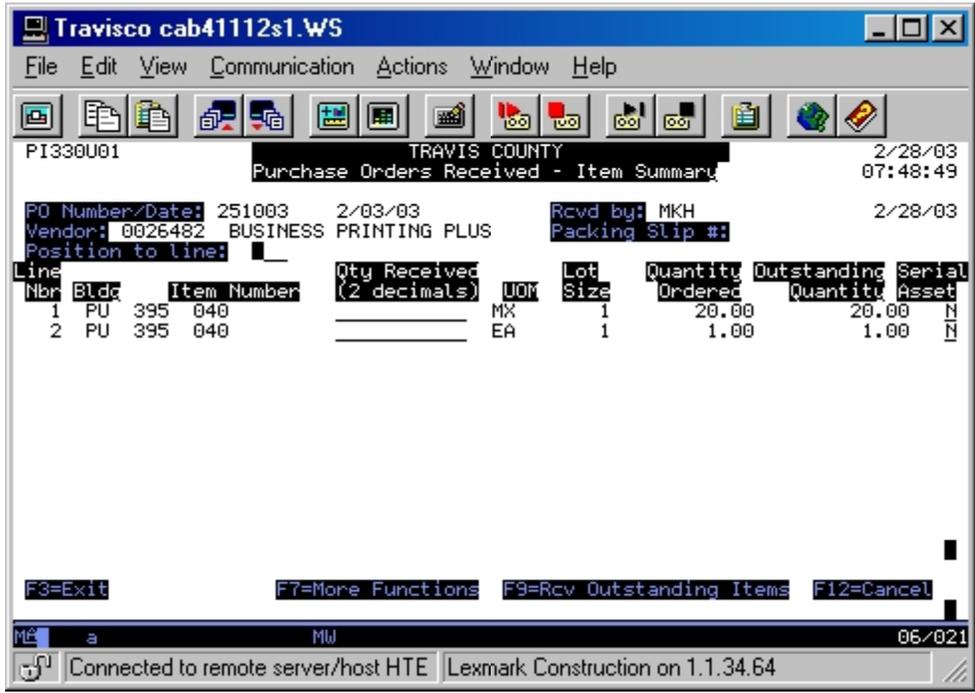
- Select option “10” from the menu and type it on the prompt line.
- Press <Enter> to advance to the purchase orders received screen.

Step 6: Enter purchase order receipt information.

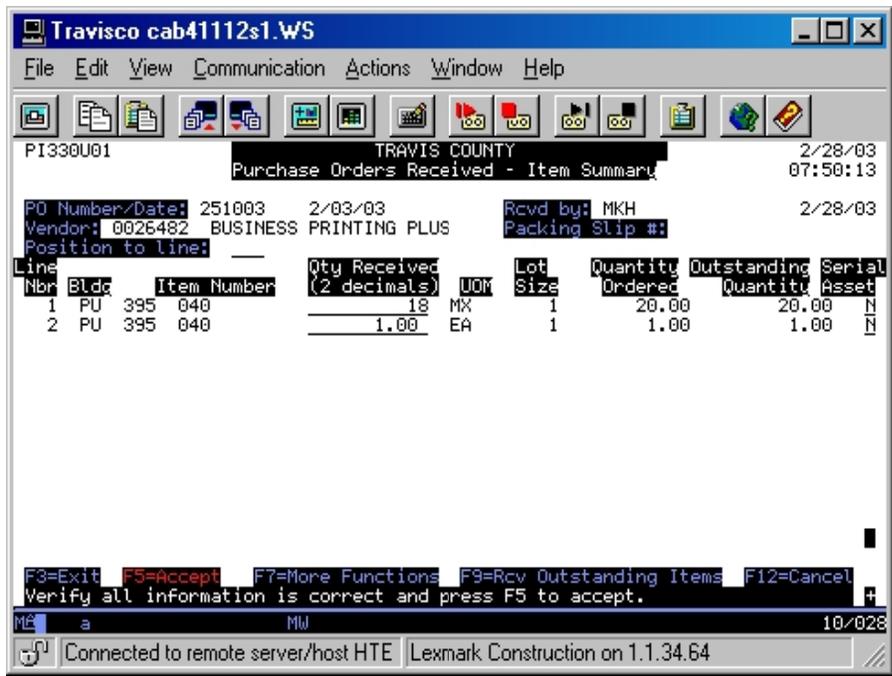


- At the *By* line, input the name (or initials) of the individual electronically receiving the items in the system (e.g. MKH). Press <Tab> until you reach the *Purchase order number line*.
- Enter the six-digit purchase order number (e.g. 251003).
- Press <Enter> to advance to the *Item Summary* screen.

The following *Item Summary* screen appears.



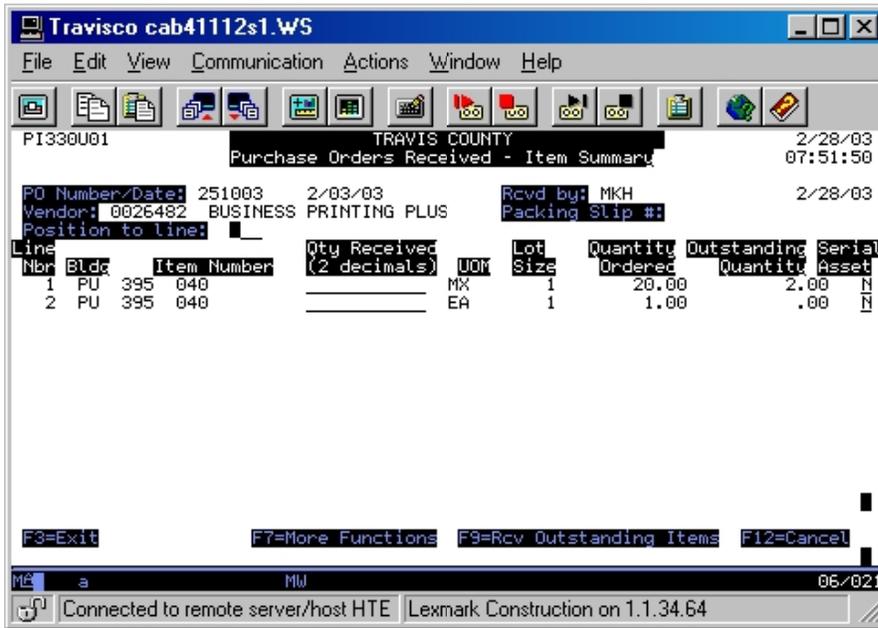
Step 6: Enter quantity of individual items received.



- Position the cursor to the *Qty Received* column.
- Enter the quantity received to two decimal places and hit the Field Exit key (+ key on the number pad)
- Verify the information is correct.
- Press **F5** key to accept the information.

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The following screen appears.



- Note in the example to the left that the outstanding quantity has now changed from 20 to 2 to reflect the receipt of items.
- Press **F3** to exit the screen and return to the main menu.



25



NELDA WELLS SPEARS  
ASSESSOR AND COLLECTOR  
OF TAXES

5501 Airport Boulevard  
AUSTIN, TEXAS 78751  
(512) 854-9473

November 13, 2009

**TRAVIS COUNTY COMMISSIONERS COURT**

**AGENDA REQUEST**

Please consider the following item for November 24, 2009.

- I. A. Request made by Nelda Wells Spears *DK* Phone 854-9704  
Patti Smith Phone 854-9268
- B. Requested Text: Request Commissioners Court to authorization for Travis County Assessor/Collector to offer all mortgage servicing companies the option to wire their property tax payments directly into the TexPool investment account.
- C. Approved By: \_\_\_\_\_
- II. A. Is backup material Attached: Yes – original with eight copies
- B. Have agencies affected been invited? Yes  
Dolores Ortega-Carter, Treasurer / 49365  
Susan Spataro, County Auditor / 49125  
Rodney Rhoades, Planning & Budget / 48679
- III. Personnel – No Change
- IV. Budget Requests – No action needed

RECEIVED  
COUNTY CLERK'S OFFICE  
09 NOV 16 PM 2:51



NELDA WELLS SPEARS  
ASSESSOR AND COLLECTOR  
OF TAXES

5501 Airport Boulevard  
AUSTIN, TEXAS 78751  
(512) 854-9473

**MEMORANDUM**

**TO:** Members of Commissioners' Court

**FROM:** Nelda Wells Spears, Patti M. Smith

**SUBJECT:** Agenda Request

**REQUEST:** Approval by Commissioners' Court for the Tax Office to offer all mortgage servicing companies the option to wire their property tax payments directly into the TexPool investment account instead of mailing a check to the Tax Office for the payment.

### **Background**

It is our responsibility at the Tax Office to take in cash and other forms of payment, which then initiates the deposit of these funds into the bank. It is up to the County Treasurer to make sure that this money is safe. This is accomplished through the purchase of collateral to back these deposits.

During the peak tax season our average daily balance can fluctuate day-to-day by over \$100,000,000. On some days, if the money comes in late in the day we may have a problem acquiring additional collateral for that same day. Therefore, the Treasurer works very hard to maintain excess collateral so that we will always be covered.

At the Texas Association of Assessing Officers (TAAO) conference held this year in Houston, representatives from Williamson County told us about how they deposit their property tax payments from their largest mortgage companies directly into their TexPool investment account. This procedure helps with their cash management by relieving the amount of collateral that must be maintained for their bank account. They have been doing this for a couple of years and the mortgage companies that they deal with have well received the new procedure.

### **Benefits of Proposal**

To reduce costs and increase efficiency because of the following reasons:

1. Instead of the money being transferred to TexPool from the bank account the day after the receipt of funds by the Tax Office, the money will go directly into the TexPool account. This will allow the Tax Office to earn interest at the higher TexPool rate for one additional day.
2. The County Treasurer's Office will not have to increase the collateral for the Tax Office bank accounts as a result of these large lump-sum payments. The money will be going directly into the investment account. Funds will be wired to the bank Clearing Account on the same day the funds are disbursed to the various jurisdictions, therefore no additional collateralization will be needed at that time.
3. Effective reconciliation procedures and strict internal controls are already in place for all bank and TexPool accounts so as to safeguard these assets.

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

† Member of the College  
of the State Bar of Texas  
\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

November 6, 2009

Nelda Wells-Spears  
Travis County Tax Assessor Collector  
P. O. Box 1748  
Austin, Texas 78757

Re: Deposits in Tax Assessor-Collector Investment Accounts

Dear Nelda:

You have asked whether the Tax Assessor-Collector may allow or direct a tax payer, such as a mortgage company making a single large payment for a number of accounts, to make tax payments by depositing them directly into the accounts held by Tax Assessor-Collector in certain investment vehicles, such as investment pools.

There are no legal requirements or restraints on the location at which the Tax Assessor-Collector collects taxes due. The Tax Assessor-Collector may direct a tax payer to deposit its payments at any reasonable location as long as:

- the Tax Assessor-Collector is able to account for all taxes paid accurately
- after made, the payments are under the control of the Tax Assessor-Collector so that the Tax Assessor-Collector can direct the disbursement of the taxes to Travis County and other taxing entities for which she collects in the manner required by law.

Thus, the Tax Assessor-Collector may allow or direct a taxpayer to make tax payments by depositing them directly into the accounts held by Tax Assessor-Collector in certain investment vehicles, such as investment pools.

Sincerely,

Barbara Wilson  
Assistant County Attorney

✓

RECEIVED  
COUNTY JUDGE'S OFFICE

26

09 NOV 16 AM 10:35

# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Voting Session: November 24, 2009  
(Date)

Work Session:  
(Date)

I. A. Request made by: \_\_\_\_\_ Phone #: 854-9522  
*Vicki Skinner for Rosemary Lehman*  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON EQUITABLE SHARING  
AGREEMENT AND CERTIFICATION FOR FEDERAL FORFEITURE PROCEEDS  
FOR THE DISTRICT ATTORNEY'S OFFICE.

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 involved with the request. Send a copy of this Agenda Request and  
backup to them:

James Connolly, Assistant County Attorney (854-9415)  
David Jungerman, Auditor's Office (854-9125)  
Mack Kreps, Auditor's Office (854-9125)

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



**Rosemary Lehmburg ★ Travis County District Attorney**

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

**MEMORANDUM**

**TO:** Travis County Judge and Commissioners

**FROM:** Vicki Skinner, District Attorney's Office

**DATE:** November 13, 2009

*Vicki Skinner for Rosemary Lehmburg*

**SUBJECT:** Equitable Sharing Agreement and Certification

The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture during FY2010. The agreement has been reviewed by Jim Connolly, Assistant County Attorney.

Although the District Attorney's Office did not participate in any federal forfeitures during FY2009, we are still required to file a certification report with the U.S. Department of Justice and the U.S. Department of the Treasury.

Please call me at 854-9522 if you would like any additional information.

cc: Jim Connolly, Assistant County Attorney  
David Jungerman, Travis County Auditor's Office  
Mack Kreps, Travis County Auditor's Office



| Summary of Shared Monies Spent |   | Justice Funds | Treasury Funds |
|--------------------------------|---|---------------|----------------|
| a                              | Total spent on salaries for new, temporary, not-to-exceed one year employees (See Guide to Equitable Sharing) |               |                |
| b                              | Total spent on overtime   |               |                |
| c                              | Total spent on informant and "buy money"  |               |                |
| d                              | Total spent on travel and training  |               |                |
| e                              | Total spent on communications and computers   |               |                |
| f                              | Total spent on firearms and weapons   |               |                |
| g                              | Total spent on body armor and protective gear   |               |                |
| h                              | Total spent on electronic surveillance equipment  |               |                |
| i                              | Total spent on building and improvements  |               |                |
| j                              | Total spent on other law enforcement expenses (complete Table C, page 3)                                      |               |                |
| k                              | Total transfers to other state and local law enforcement agencies (complete Table D, page 3)                  |               |                |
| l                              | Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)                      |               |                |
| m                              | Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)                          |               |                |
| n                              | Total spent on matching grants (complete Table G, page 3)   |               |                |
| <b>Total</b>                   |   | \$0.00        | \$0.00         |

| Miscellaneous Data |   |                  |
|--------------------|---|------------------|
| o                  | Agency's budget for current fiscal year       | \$15,951,691.00  |
| p                  | Jurisdiction's budget for current fiscal year | \$455,661,280.00 |
| q                  | Appraised Value of Other Assets Received      |                  |

**Table A: Members of Task Force**

| Agency Name | Address |
|-------------|---------|
|             |         |

**Table B: Equitable Sharing Funds Received from other Agencies**

| Transferring Agency Name, City, and State |                          | Justice Funds | Treasury Funds |
|---|--------------------------|---------------|----------------|
| Date                                      | Agency Name              |               |                |
|   | NCIC/ORI/Tracking Number |               |                |
|   |                          |               |                |

**Table C: Other Law Enforcement Expenses**

| Description of Expense | Justice Funds | Treasury Funds |
|------------------------|---------------|----------------|
|                        |               |                |

**Table D: Equitable Sharing Funds Transferred to Other Agencies**

| Receiving Agency Name, City, and State |                          | Justice Funds | Treasury Funds |
|--|--------------------------|---------------|----------------|
| Date                                   | Agency Name              |               |                |
|  | NCIC/ORI/Tracking Number |               |                |

**Table E: 15% Expenditures in Support of Community-based Programs**

| Recipient | Justice Funds |  |
|-----------|---------------|--|
|           |               |  |

**Table F: 25% Windfall Transfers to Other Government Agencies**

| Recipient | Justice Funds | Treasury Funds |
|-----------|---------------|----------------|
|           |               |                |

**Table G: Matching Grants**

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
|                     |               |                |

**Table H: Civil Rights Cases**

| Name of Case | Type of Discrimination Alleged      |                                |  |                                 | Status   |
|--------------|-------------------------------------|--------------------------------|--|---------------------------------|--|
|              | <input type="checkbox"/> Race       | <input type="checkbox"/> Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Gender | <input type="radio"/> Settled<br><input type="radio"/> Pending |
|              | <input type="checkbox"/> Disability | <input type="checkbox"/> Age   | <input type="checkbox"/> Other           |                                 |  |

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

**During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency?  Yes  No**

**If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.**

**Agency Head**

Signature: \_\_\_\_\_

Name: Rosemary Lehmborg

Title: District Attorney

Date: 11/16/09

**Governing Body Head**

Signature: \_\_\_\_\_

Name: Samuel T. Biscoe

Title: County Judge

Date: \_\_\_\_\_

### Final Instructions:

**Step 1: Click button to save in PDF format for your records**

**Step 2: Click button to save in XML format**

**Step 3: E-mail the XML file as attachment to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)**

**Step 4: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344**

**Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.**

FOR AGENCY USE ONLY

Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

FY End: 09/30/2009

NCIC: TX227035A Agency: Travis County District Attorney's office

Phone: 512-854-9400

State: TX Contact: Vicki Skinner

E-mail: [vicki.skinner@co.travis.tx.us](mailto:vicki.skinner@co.travis.tx.us)



**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

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

**VOTING SESSION: November 24, 2009**

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

**B. REQUESTED TEXT:**  
Approve Software License Agreement between Travis County and Denton County for the use of the I-Jury code developed by Travis County.

**COUNTY JUDGE OR COMMISSIONER**

**A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**

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

**Cyd Grimes, Joe Harlow, Tenley Aldredge, Russell Hahn, Auditor's Office**

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

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

**PURCHASING OFFICE (473-9700)**

Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (473-9513)**

Contract, Agreement, Policy & Procedure

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



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

**November 24, 2009**  
**MEMORANDUM**

**TO: Travis County Commissioners Court**

**FROM: Amalia Rodriguez-Mendoza, District Clerk** 

**COPIES: Cyd Grimes, Purchasing Director**  
**Joe Harlow, Director, ITS**  
**Tenley Aldredge, County Attorney**  
**Russell Hahn, ITS**  
**Auditor's Office**

**RE: A LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND DENTON COUNTY FOR THE USE OF I-JURY CODE DEVELOPED BY TRAVIS COUNTY**

Since Travis County developed the I-Jury process and software, other jurisdictions have expressed interest in deploying the system and acquiring the software code developed by ITS. The Commissioners Court has already approved a model Software License Agreement that allows such jurisdictions use of this code with Travis County retaining ownership of the original code plus any derivative works.

The attached agenda request for Commissioners Court action is to approve the attached Software License Agreement for I-Jury between Travis County and Denton County. We have included a request for authorizing the Purchasing Director to enter into future agreements of this nature with other jurisdictions. With no objection from the members of the Commissioners Court, we request this item be placed on consent.

Please let me know if you have any questions and thank you for your consideration.

---

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

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

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

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

## SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Licensor" or "Travis County"), and Denton County, also a political subdivision of the State of Texas ("Licensee").

### RECITALS

WHEREAS, the Travis County District Clerk's Office (the "District Clerk") and the Travis County Information and Telecommunications Systems Department ("ITS") have jointly developed a computer software application known as the "I-Jury" program (the "I-Jury Program") that performs electronic jury management functions, which the District Clerk has deployed and is currently using for that purpose; and

WHEREAS, Travis County wishes to grant to Licensee a license to use the I-Jury Program source code for the purpose of facilitating development of Licensee's own electronic jury management program, and Licensee wishes to receive a license for that purpose in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1.0 GRANT AND SCOPE OF LICENSE

1.1 Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited and revocable license to access and use the I-Jury Program source code for the sole purpose of developing a modified version of the I-Jury Program to assist Licensee in performing its jury management functions (the "License").

1.2 The License includes the following rights and is subject to the following conditions and restrictions:

1.2.1 Licensee may make one (1) copy of the I-Jury Program solely for back-up and archival purposes. Licensee must reproduce and include the County's copyright or any other proprietary notice (if any) on any such back-up copy.

1.2.2 Licensee may not sell, rent, lease or lend the I-Jury Program, except as provided herein.

1.2.3 Licensee may modify the I-Jury Program source code for the purpose of rendering the program applicable to, and appropriate for, Licensee's particular jury

management operations; provided, however, (i) all such modifications and derivative works created by Licensor (or on its behalf) shall, upon creation, become the sole and exclusive property of Licensor, as described in Section 3.0, below, and (ii) Licensee's right to modify the I-Jury Program code may be immediately revoked if the modifications contain any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.3 Licensee will strictly comply with all License conditions and restrictions described below.

1.4 Licensee will maintain and make available for Licensor's inspection or reproduction, upon Licensor's reasonable request, all modified program codes or derivative works created by Licensee under this Agreement. Licensee expressly acknowledges and agrees that Licensor may, in its sole discretion, provide such Licensee-modified I-Jury Program code to interested counties, municipalities or other political subdivisions for their use and/or further modification.

## 2.0 TERM; ANNUAL LICENSE FEE

2.1 The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for subsequent one-year terms unless or until terminated by either party or automatically as provided in Section 5.0, below.

2.2 In consideration of the License granted hereunder, Licensee shall pay to Licensor on an annual basis the sum of TEN AND NO/100 (\$10.00) (the "Annual License Fee"). Licensee shall pay the initial Annual License Fee on or before ten (10) days following the Effective Date and shall pay each subsequent Annual License Fee on or before ten (10) days following the anniversary date of the Effective Date.

## 3.0 OWNERSHIP OF INTELLECTUAL PROPERTY

3.1 Licensee agrees that Licensor has originally developed the I-Jury Program and that the I-Jury Program source code is proprietary to Licensor, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed except as expressly provided herein. Licensee further agrees that Licensor shall retain all proprietary and intellectual property rights in and to the I-Jury Program source code, and to all legally protectable elements, derivative works, modifications and enhancements thereto or therein, whether or not developed by Licensee or any third party and regardless of the form or media in or on which the I-Jury Program or derivative works created therefrom may exist.

3.2 Licensee understands and agrees that the License granted is a license only, not a sale, that its rights hereunder are those of a licensed user only, and that neither the copyright nor any other intellectual property or proprietary right is being transferred, assigned or otherwise granted.

3.3 All governmental seals, logos and names appearing on or in the I-Jury Program, or on materials provided therewith, are proprietary to Licensor. Licensee agrees never to remove any proprietary notices or labels. Licensor will, however, permit Licensee to include credit lines in Licensee-created modified versions of the I-Jury Program recognizing Licensee's application development contributions. For purposes of this Agreement, the term "Proprietary Notices" means Travis County's name and/or copyright notices that may appear on the discs or program code packets provided pursuant to this License. Licensor does not expect Licensee, nor shall Licensee be obligated, to reproduce the Proprietary Notices on any derivative works (or accompanying documentation) developed by Licensee under this Agreement.

#### 4.0 PROTECTION AGAINST UNAUTHORIZED USE

4.1 In connection with the granting of the License, Licensee shall exercise a commercially reasonable level of care to safeguard the I-Jury Program source code against improper or unauthorized use, reproduction, modification, distribution or disclosure and shall not, without the prior written consent of Licensor, disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in exercising its rights under this Agreement.

4.2 Licensee understands and agrees that Licensor grants no warranties, either express or implied, with respect to the I-Jury Program provided in connection with this Agreement, which is provided "AS IS". Travis County disclaims all implied warranties, including without limitation the warranties of merchantability, suitability or fitness for a particular purpose, title, non-infringement, or results.

#### 5.0 TERMINATION

5.1 Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its desire to terminate and stating the effective date of termination. Upon any termination or expiration of this Agreement, and if requested by Licensor, Licensee agrees to immediately return all copies of the I-Jury Program source code together with any and all modified versions of the code, to Licensor, regardless of the medium or media on which the code is stored.

5.2 In addition, this Agreement, together with the License granted hereunder, shall automatically terminate if Licensee fails to prepare and deploy a fully operational

modification (derivative work) of the I-Jury Program code, as authorized herein, within two (2) years from the Effective Date. Upon such automatic termination, Licensee shall comply with the I-Jury Program source code return obligations described in paragraph 5.1.

## 6.0 LIABILITY

6.1 Licensor shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Licensee or Licensee's employees or agents in relation to this Agreement. Licensee shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Licensor or Licensor's employees or agents in relation to the Project or this Agreement. If both parties are held liable for any claims or damages arising from the negligent or illegal acts or omissions of either party or its employees or agents in relation to this Agreement, Licensor and Licensee shall be liable for the portion of the claims and damages that arise from the negligent or illegal acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.

## 7.0 AMENDMENT

7.1 This Agreement may be amended only by written instrument signed by both Licensor and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

## 8.0 NON-WAIVER AND RESERVATION OF RIGHTS

8.1 No act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

8.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## 9.0 ASSIGNMENT

9.1 All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, Licensor and Licensee, but neither this Agreement nor the rights and obligations of any of the parties hereunder shall be assigned or otherwise transferred to any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government (or agency or political subdivision thereof) without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10.0 NOTICES

10.1 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 hereinafter specified.

10.1.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

|                   |  |
|-------------------|--|
| Name of Contact   | Honorable Mary Horn (or successor in office)                       |
| Title             | Denton County Judge  |
| County            | Denton   |
| County Department | County Judge   |
| Address           | 110 W. Hickory St., 2 <sup>nd</sup> Floor<br>Denton, TX 76201-4168 |
| Phone             | 940-349-2820   |

And

|                   |   |
|-------------------|---|
| Name of Contact   | Honorable Sherri Adelstein (or successor in office) |
| Title             | Denton County District Clerk                        |
| County            | Denton  |
| County Department | District Clerk                                      |
| Address           | PO Box 2146<br>Denton, TX 76202-2146                |
| Phone             | 940-349-2200  |

10.1.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

190135-1

Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And Amalia Rodriguez-Mendoza (or successor in office)  
Travis County District Clerk  
P.O. Box 679003  
Austin, Texas 78767-9003  
(512) 854-9737

10.2 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

#### 11.0 MEDIATION

11.1 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, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

#### 12.0. VENUE AND CHOICE OF LAW

12.1 All obligations and undertakings permitted or required under this Agreement are performable in Travis County, Texas. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas

#### 13.0 SEVERABILITY

13.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

#### 14.0 SIGNATURE AUTHORITY

14.1 The individual signing this Agreement on behalf of Licensee, or representing him/herself as signing this Agreement on behalf of Licensee, does hereby represent, warrant and guarantee that he/she has been duly authorized by Licensee to sign this Agreement on behalf of Licensee and to bind Licensee validly and legally to all terms, performances, and provisions in this Agreement.

15.0 ENTIRE AGREEMENT

15.1 This Agreement represents the sole, entire and integrated Agreement between Licensee and Licensor with respect to the subject matter herein and supersedes any and all prior negotiations, representations or agreements, either oral or written.

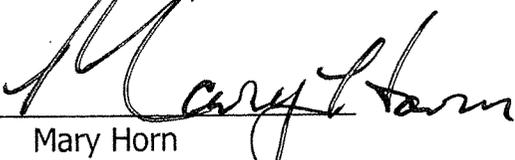
IN WITNESS WHEREOF, County and Company have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

DENTON COUNTY, TEXAS

By:   
Mary Horn  
Denton County Judge

Date: 11/10/09

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

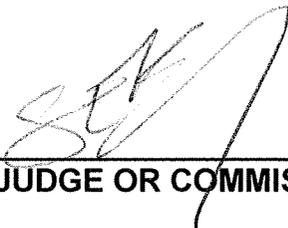
Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 11/24/2009

A. REQUEST MADE BY: Commissioner Sarah Eckhardt  
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON SENDING LETTERS TO THE UNITED STATES SENATE AND HOUSE OF REPRESENTATIVES ON THE FUNDING OF METROPOLITAN PLANNING ORGANIZATIONS FOR FY 2010.



\_\_\_\_\_  
COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 19 AM 11:11

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.

# Travis County Commissioners Court

**SAMUEL T. BISCOE**  
County Judge

**RON DAVIS**  
Commissioner, Pct. 1

**SARAH ECKHARDT**  
Commissioner, Pct. 2

**KAREN HUBER**  
Commissioner, Pct. 3



**MARGARET J. GÓMEZ**  
Commissioner, Pct. 4

**Travis County Administration Building, 314 W. 11<sup>th</sup>, Commissioners Courtroom, 1st Floor, Austin, Tx 78701**

---

November 24, 2009

The Honorable Charles Rangel  
Chairman of the Committee on Ways and Means  
United States House of Representatives  
1102 Longworth House Office Building  
Washington D.C. 20515

RE: Federal funding of Metropolitan Planning Organizations during transportation reauthorization

Dear Chairman Rangel:

With funding for capital projects becoming more of a challenge, planning has become much more important. We are at a point where we need more data and more analysis to make the right funding choices. We rely in great measure to finance the planning we so desperately need.

It has come to our attention that the federal transportation authorization legislation, SAFETEA-LU, expired on September 30<sup>th</sup> with no new transportation bill having passed through Congress. In the new federal fiscal year Congress has opted to keep the transportation industry moving through Continuing Resolutions (CR).

As you know these CRs both authorize and appropriate funds for transportation programs. The Executive Director of the Capitol Area Metropolitan Planning Organization (CAMPO) has brought to our attention that although the CRs extend transportation funding into 2010, the allocation is at a reduced level reflective of the FY 2009 rescissions. This affects all highway transportation programs, including the planning program that funds MPO staff.

We are told the bottom line would leave MPOs with approximately 30% less funding if this reduction is applied for the entirety of FY 2010. Such a reduction would be devastating to all MPOs but in particular the large and medium sized MPOs, like CAMPO.

From a technical point of view, operating under CRs that provide a reduced amount of planning funds would greatly affect our ability to continue with important programs. These programs include required work such as our congestion management process, development work such as improvements to our travel demand model, and our air quality outreach and education activities. These programs will all be seriously threatened and our ability to bring a regional perspective to transportation planning will be severely weakened.

From a staffing point of view, ongoing reductions in planning funds could force CAMPO to possibly cut staff. While we are told that CAMPO does have some reserve, it will not take it very far; the cash flow issues faced within the state with regards to transportation funding only complicate matters because we cannot look to STPMM funds to help keep us whole.

It is the opinion of the Travis County Commissioners Court that federal goals in regards to transportation and energy independence would be better served to restoring, or even increasing, planning funding to MPOs.

We thank you for your service and your prompt and conscientious attention to this challenge.

Sincerely,

---

Samuel T. Biscoe  
County Judge

---

Ron Davis  
Commissioner, Precinct One

---

Sarah Eckhardt  
Commissioner, Precinct Two

---

Karen Huber  
Commissioner, Precinct Three

---

Margaret J. Gomez  
Commissioner, Precinct Four

CC: Congressman Lloyd Doggett – TX  
Congressman Michael McCaul – TX  
Congressman Lamar Smith – TX  
David Escamilla – Travis County Attorney  
Austin Mayor Lee Leffingwell  
State Senator Kirk Watson – Chairman CAMPO Transportation Policy Board  
Joe Cantalupo – Executive Director of CAMPO

# Travis County Commissioners Court

**SAMUEL T. BISCOE**  
County Judge

**RON DAVIS**  
Commissioner, Pct. 1



**SARAH ECKHARDT**  
Commissioner, Pct. 2

**KAREN HUBER**  
Commissioner, Pct. 3

**MARGARET J. GÓMEZ**  
Commissioner, Pct. 4

Travis County Administration Building, 314 W. 11<sup>th</sup>, Commissioners Courtroom, 1st Floor, Austin, Tx 78701

---

November 24, 2009

The Honorable Max Baucus  
Chairman of the Finance Committee  
United States Senate  
219 Dirksen Senate Office Building  
Washington, D.C. 20510

RE: Federal funding of Metropolitan Planning Organizations during transportation reauthorization

Dear Chairman Baucus:

With funding for capital projects becoming more of a challenge, planning has become much more important. We are at a point where we need more data and more analysis to make the right funding choices. We rely in great measure to finance the planning we so desperately need.

It has come to our attention that the federal transportation authorization legislation, SAFETEA-LU, expired on September 30<sup>th</sup> with no new transportation bill having passed through Congress. In the new federal fiscal year Congress has opted to keep the transportation industry moving through Continuing Resolutions (CR).

As you know these CRs both authorize and appropriate funds for transportation programs. The Executive Director of the Capitol Area Metropolitan Planning Organization (CAMPO) has brought to our attention that although the CRs extend transportation funding into 2010, the allocation is at a reduced level reflective of the FY 2009 rescissions. This affects all highway transportation programs, including the planning program that funds MPO staff.

We are told the bottom line would leave MPOs with approximately 30% less funding if this reduction is applied for the entirety of FY 2010. Such a reduction would be devastating to all MPOs but in particular the large and medium sized MPOs, like CAMPO.

From a technical point of view, operating under CRs that provide a reduced amount of planning funds would greatly affect our ability to continue with important programs. These programs include required work such as our congestion management process, development work such as improvements to our travel demand model, and our air quality outreach and education activities. These programs will all be seriously threatened and our ability to bring a regional perspective to transportation planning will be severely weakened.

From a staffing point of view, ongoing reductions in planning funds could force CAMPO to possibly cut staff. While we are told that CAMPO does have some reserve, it will not take it very far; the cash flow issues faced within the state with regards to transportation funding only complicate matters because we cannot look to STPMM funds to help keep us whole.

It is the opinion of the Travis County Commissioners Court that federal goals in regards to transportation and energy independence would be better served to restoring, or even increasing, planning funding to MPOs.

We thank you for your service and your prompt and conscientious attention to this challenge.

Sincerely,

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Samuel T. Biscoe  
County Judge

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Ron Davis  
Commissioner, Precinct One

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Sarah Eckhardt  
Commissioner, Precinct Two

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Karen Huber  
Commissioner, Precinct Three

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Margaret J. Gomez  
Commissioner, Precinct Four

CC: Senator Kay Bailey Hutchison – TX  
Senator John Cornyn – TX  
David Escamilla – Travis County Attorney  
Austin Mayor Lee Leffingwell  
State Senator Kirk Watson – Chairman CAMPO Transportation Policy Board  
Joe Cantalupo – Executive Director of CAMPO



# Travis County Commissioners Court Agenda Request

Meeting Date: November 24, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON REVISION OF TRAVIS COUNTY PRECINCT 3 APPOINTEES TO THE CITY OF AUSTIN COMPREHENSIVE PLAN CITIZENS' ADVISORY COMMITTEE.**

**PRIMARY APPOINTEE: CAROL TORGRIMSON**

**ALTERNATE APPOINTEE: IRA YATES**

C. Sponsor: *Karen Huber*  
Commissioner Karen Huber, Precinct Three

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.

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|  |  |

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

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**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.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

32



Voting Session: November 24, 2009

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 on a proposed lease agreement between Buttross Properties, a Texas corporation and Travis County for space located at 8011-A Cameron Road in Austin, Texas. (Exec Session Gov't Code Ann 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:

Chief Estella Mendina, Chief Juvenile Probation Officer, 47069  
Britt Canary, Deputy Chief, Juvenile Probation Department, 47541  
Tenley Aldredge, 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)
- Contract, Agreement, Policy & Procedure

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## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** LEASE-03-10X-1R  
**FILE:** 1402

**TO:** Members of the Commissioners Court  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** November 18, 2009  
**SUBJECT:** Potential Lease at 8011-A Cameron Road  
Juvenile Probation Department

A handwritten signature in black ink that reads "Roger A. El Khoury".

### Proposed Motion:

Consider and take appropriate action on a proposed lease agreement between Buttross Properties, a Texas corporation and Travis County for space located at 8011-A Cameron Road in Austin, Texas. (Exec Session Gov't Code Ann 551.071 & 551.072)

### Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the draft license agreement at Exhibit 1. On October 13, 2009, FMD was directed by the Commissioners Court to assist the Juvenile Probation Department in securing a lease for office space in the same vicinity of an existing program. FMD met with the landlord and after extensive negotiations, have obtained approval from the potential landlord on the best possible terms. This lease will provide a 9,222 net rentable space starting in December 2009, with expansion by 3,585 net rentable space beginning in February 2010. Funding for the lease payments is available from a grant received by the Juvenile Probation Department. Grant funding is adequate to cover the lease costs.

### Budgetary and Fiscal Impact:

FY 10 Budget impact: None to General Fund, lease will be paid from Grant funding.

### Background:

FMD involvement has been limited to negotiating the business terms and lease details. The lease will be for \$13.20 per square foot, including utilities, hot and cold potable water, wastewater service, pest control service and heated and refrigerated air conditioning. Landlord will also provide janitorial/custodial services and trash disposal. The initial lease term will be from December 1, 2009 through November 30, 2011 and has two renewal years at the same rate. The landlord has also agreed to tenant improvements including new carpeting, paint, installation of ADA compliant door hardware and replacement of damaged ceiling tiles. Landlord has also agreed by March 1, 2010 to construct a single-user restroom in the tenant space. The landlord

will be responsible for all maintenance and repairs of the space at his own cost with exception of repairs that are necessary as caused by misuse or negligence of the County. These terms are fair and reasonable for both parties.

**Required Authorizations:**

Legal: Tenley Aldredge, Assistant County Attorney

Budget: N/A

Purchasing: N/A

**Exhibit:**

1. Lease Agreement

**LEASE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS§

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the following parties: Buttross Properties, a Texas corporation ("Landlord") and Travis County, Texas ("Tenant").

WITNESSETH:

1.0 Lease Grant.

1.1 In consideration of the mutual promises herein expressed and other good and valuable consideration, Landlord does hereby demise and lease to Tenant, and Tenant leases from Landlord, the space shown on the floor plan attached hereto as **Exhibit I** and made a part hereof, consisting of: (i) approximately 9,222 net rentable square feet through January 30, 2010 (the "Initial Space"), and (ii) commencing on February 1, 2010, approximately 12,807 net rentable square feet of office space (an increase of 3,585 square feet, and referred to herein as the "Expansion Space") on the first floor (collectively, the "Premises") of that office building located at 8011-A Cameron Road, Austin, Texas (the "Building"), situated on real property in Travis County, Texas.

1.2 If, during the Initial Term or any Renewal Term, any tenant leasing premises adjacent to Tenant's Premises terminates its lease and vacates those premises, or if a lease currently in effect covering premises adjacent to Tenant's Premises expires on its terms, Landlord will promptly (within fourteen (14) days of receipt of such tenant's notice of termination or election not to extend) notify Tenant of such termination or election, together with the square footage of the vacated adjacent premises (the "Vacated Premises"). Tenant shall have the option to lease all or a portion of the Vacated Premises by notifying Landlord in writing within thirty (30) days of receipt of Landlord's notice. If Tenant elects not to exercise its right to lease all or any portion of the Vacated Premises, Tenant need take no action whatsoever; further, if Tenant fails to deliver to Landlord a notice of Tenant's election to lease all or a portion of the Vacated Premises within the time required for such notice, Tenant will be deemed to have refused the offer to lease the Vacated Premises, in which case Landlord shall be free to offer the Vacated Premises for lease to other interested third parties.

2.0 Term.

2.1 This Lease shall continue in force during a period beginning on the first day of December, 2009 (the "Commencement Date") and ending twenty-four (24) months

after the Commencement Date, or on November 30, 2011, subject to extension and earlier termination as provided herein (the "Initial Term").

2.2 Tenant may renew the Lease for two (2) additional one-year periods (each a "Renewal Term" or collectively the "Renewal Terms") by notifying Landlord of its intention to renew at least four (4) months before the end of the Initial Term or the preceding Renewal Term. The Renewal Terms shall be available to Tenant at the same rental rate paid during the Initial Term.

3.0 Rent; Telecommunication Services.

3.1 Rent. In consideration of this Lease, Tenant agrees to pay Landlord basic rent in equal monthly installments as set out in the following schedule:

| <b>YEAR</b>   | <b>SQ. FT. x<br/>RATE (PSF)</b> | <b>MONTHLY RENT<br/>(9,222 ft<sup>2</sup><br/>through<br/>1/30/2010)</b> | <b>MONTHLY RENT<br/>(12,807 ft<sup>2</sup><br/>commencing<br/>1/31/2010)</b> |
|---|---------------------------------|--|--|
| Initial Term<br>(12/1/2009 –<br>11/30/2011)                 | \$13.20                         | \$10,144.20  | \$14,087.70  |
| 1 <sup>st</sup> Renewal Term<br>(12/1/2011 –<br>11/30/2012) | \$13.20                         | N/A  | \$14,087.70  |
| 2 <sup>nd</sup> Renewal Term<br>(12/1/2012 –<br>11/30/2013) | \$13.20                         | N/A  | \$14,087.70  |

Tenant shall pay Landlord one monthly rent installment on or before the first day of the first full month payable, and continuing thereafter on or before the first day of each succeeding month during the Initial Term or any Renewal Term. Rent for any fractional month during the Initial Term or any Renewal Term, or as a result of early termination by Tenant as provided herein, shall be prorated based on one three hundred sixty-fifth (1/365) of the current annual basic rent for each day of the partial month this Lease is in effect.

3.2 Tenant shall be solely responsible for all costs and expenses incurred in connection with installation and provision of internet, telephone, cable and networking utilities and services.

4.0 Landlord's Obligations.

4.1 Landlord agrees, at Landlord's expense, to furnish Tenant, while Tenant occupies the Premises, facilities to provide the following services:

- (i) hot and cold potable water; wastewater service; pest control service; electricity; gas; heated and refrigerated air conditioning (HVAC) in season; and any other normal and customary utilities every day. The HVAC shall operate from 7:00 a.m. to 6:00 p.m., Monday through Friday and 8:00 a.m. to noon on Saturdays;
- (ii) janitorial/custodial services and trash disposal daily Monday through Friday; the services shall be equivalent to the services Landlord provides other similarly situated tenants.

4.2 Landlord also agrees, at Landlord's sole cost and expense:

- (i) to maintain the public and common areas of the Building and Premises, including sidewalks and parking lots, in reasonably good order and condition;
- (ii) to provide all electrical current required by Tenant in Tenant's use and occupancy of the Premises;
- (iii) prior to move-in, to replace all non-compliant door knobs with ADA-compliant doorknobs;
- (iv) prior to move-in, to replace all carpeting in the Initial Space (and permit Tenant to select the carpeting color);
- (v) prior to move-in, to permit Tenant to inspect all carpeting in the Expansion Space and, if determined by Tenant to be necessary, to replace the Expansion Space carpeting (and permit Tenant to select the carpeting color);
- (vi) prior to move-in, to paint all interior wall surfaces in the Initial Space with a single off-white color;
- (vii) prior to move-in, to permit Tenant to inspect all wall surfaces in the Expansion Space and, if determined by Tenant to be necessary, to paint all interior wall surfaces in the Expansion Space with a single off-white color matching the wall color in the Initial Space; and
- (viii) to replace all damaged ceiling tiles and repair any damaged walls, floors and doors in the Premises.

4.3 After written notice by Tenant to Landlord of a default in furnishing or paying for any utilities or services to be furnished to Tenant hereunder, including without limitation provision of the HVAC services described above, and failure of Landlord to cure such default within a reasonable time specified by Tenant in such notice, Tenant may cure such default and deduct any costs and expenses incurred by Tenant therefor from the rent to become due hereunder. Alternatively, Tenant may terminate this Lease

4.4 In addition, within forty-five (45) days of the Commencement Date, Landlord shall have performed and submit to Tenant a written Indoor Air Quality Survey Report (the "Air Quality Report") prepared by a reputable Certified Industrial Hygienist ("CIH") selected by Landlord and subject to Tenant's approval, which Tenant shall not unreasonably withhold. The Air Quality Report shall test the air quality furnished to the Premises to ensure that the conditions are within generally acceptable standards for office buildings in Austin, Texas. If the Air Quality Report, based upon tests of temperatures, relative humidity, carbon dioxide and carbon monoxide, should indicate that the supply of air being furnished to the Premises is below generally acceptable standards for office buildings in Austin, Texas, or has mold Landlord will take corrective action with its HVAC contractors to bring the air quality up to such acceptable standards. If any visual inspections of the Premises indicate that other conditions in or on the Premises pose a possible health hazard, Landlord shall take corrective action to cure or remove any such conditions; provided, however, that any conditions posing such a possible hazard caused by the activities or usage by the Tenant's employees, guests or others entering the space with permission of Tenant shall not be the responsibility of the Landlord. In addition, Landlord shall perform and submit to Tenant additional air quality reports upon Tenant's request no later than forty-five (45) days of receipt of such request.

4.5 It is understood that on the Commencement Date the Premises shall comply with all fire safety and ADA requirements imposed by city, state, and federal agencies, and that the City Fire Marshal will make periodic inspections of the Premises. Landlord shall not make any changes in the Premises that might cause them to be in non-compliance with such governmental agencies. Landlord shall have an agent perform an annual review of the Premises to determine if they continue to meet governmental requirements. Landlord certifies that all asbestos has been removed from or safely contained in the building.

## 5.0 Improvements.

5.1 Landlord agrees to and shall construct, or cause to be constructed, leasehold improvements to the Premises as follows (collectively, the "Tenant Improvements"):

(i) by March 1, 2010, complete installation of one (1) single-user restroom at a location on the Premises to be determined by Landlord in his sole discretion;

(ii) prior to move-in, perform all work required to make all areas located within the Initial Space contiguous by providing an opening between the suites and from the interior hallway; and

(iii) prior to move into Expansion Space, perform all work required to make the Initial Space and the Expansion Space contiguous by providing an opening between the Initial Space and the Expansion Space, in a location to be selected by Tenant.

5.2 Landlord represents and warrants that construction of the Tenant Improvements shall be in compliance with all applicable laws and ordinances (including all applicable ADA requirements and standards) and shall conform to common construction and building practices in Austin, Texas.

5.3 Landlord further represents and warrants to Tenant that: (i) the Improvements will be constructed in a good and workmanlike manner; and (ii) Landlord shall repair any of the Improvements containing any latent and material defects. Landlord represents and warrants that as of the Commencement Date the heating, ventilating and air conditioning systems in the Premises are in good condition and have the capacity to serve the Premises in the same manner as would be found in other Office Buildings in Austin, Texas.

5.4 Landlord agrees to commence and complete the Tenant Improvements in an expedient manner and as soon as practicable following execution of this Lease by both Parties. Notwithstanding the foregoing, the Parties expressly agree that completion of the Tenant Improvements shall not affect commencement of the Lease Initial Term or Tenant occupancy of the Premises.

## 6.0 Use.

6.1 Tenant shall use the Premises for governmental purposes and other uses incidental and related thereto. Tenant shall not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose other than the permitted use. Tenant shall not use the Premises or permit the Premises to be used for any use or purpose that is unlawful in part or in whole. Tenant shall conduct its business in such a manner as not to create a nuisance to Landlord or other tenants of the Building.

6.2 Tenant shall maintain the Premises in a clean, healthful and safe condition and shall comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having jurisdiction of the Premises) with reference to the use, condition or occupancy of the Premises.

6.3 Landlord grants Tenant permission to install signage at all entrances to the Premises informing the public of the Travis County Firearms or other deadly weapons on County Property Policy. In addition, Tenant shall have the right to install, at its sole cost and expense, Building signage. Such signage shall be subject to Landlord's approval.

6.4 Tenant shall not allow guests or invitees to loiter on the Premises.

#### 7.0 Repairs and Alterations.

7.1 Tenant shall take good care of the Premises during the Lease Term and keep it free from waste and nuisance of any kind. Landlord agrees to keep the building, including all electrical, mechanical, and plumbing fixtures and equipment, in good working condition and to make all structural and non-structural repairs necessary to do so, including those caused by fire, casualty or acts of God. Tenant agrees to pay for any repairs caused by the misuse or negligence of Tenant, Tenant's guests or Tenant's invitees.

7.2 Upon termination of this Lease, Tenant shall deliver to Landlord the Premises, with all improvements located thereon (except as otherwise herein provided) in good repair and condition, reasonable wear and tear excepted, and all keys to the Premises. All furniture, movable trade fixtures and equipment installed by Tenant must be removed by Tenant upon termination of this Lease in a good and workmanlike manner and Tenant agrees to leave the Premises in as good a condition as it was prior to removal of the equipment, reasonable wear and tear excepted. Any equipment or fixtures of Tenant that are installed in such a manner as to become part of the realty may be removed by Tenant if Tenant so elects, provided that Tenant restores or repairs any damage to the Premises caused by such removal. Any such equipment or fixtures not removed shall become the property of Landlord.

#### 8.0 Assignment and Subletting.

8.1 Tenant shall have the right to (i) assign or transfer this Lease and any estate or interest therein, (ii) sublet the Premises or any part thereof, (iii) grant any license, concession or other right of occupancy of any portion of the Premises, and (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees; provided, however, that (x) Tenant obtains Landlord's consent to enter into any such assignment, transfer, subletting, license or permission, which consent Landlord shall not unreasonably withhold, and (y) any such assignment, transfer, subletting or permission stipulates that the Premises shall be used for office purposes only.

#### 9.0 Tenant's Right to Terminate Lease Prior to Expiration of Lease Term.

9.1 If, during the Lease Term, or any extension or renewal thereof, Tenant (i) purchases or constructs a building to house the department and/or programs that Tenant is to house on the Premises, or (ii) takes any action that results in the relocation of the department and/or programs that Tenant is to house on the Premises into existing County-owned space or into space acquired by County during the Lease Term, Tenant may terminate this Lease by giving sixty (60) days advance written notice to Landlord.

#### 10.0 Liability for Loss.

10.1 Landlord shall not be liable to Tenant or Tenant's employees, agents, licensees, contractors, patrons, invitees or visitors, and Tenant hereby waives all of its claims against Landlord, for injury to or death of any person or damage to, destruction, loss, disappearance or theft of property in or about the Premises or the Building by or from any cause whatsoever, including without limitation, damage, loss or injury resulting from fire, electricity or leakage of any character from the roof, walls, pipes, faucets and plumbing fixtures, air conditioning, heating and ventilation systems or other portions of the Premises or the Building or by reason of any defect in or failure of the pipes or wiring or other equipment and fixtures in the Building, unless the occurrence is, in whole or in part, caused by the willful misconduct or gross negligence of Landlord, its agents, employees or contractors.

10.2 Tenant agrees that all personal property brought upon the Premises shall be at Tenant's risk only, and that Landlord shall not be liable for any damage thereto or loss, theft or disappearance thereof unless caused by the willful misconduct or gross negligence of Landlord or its agents, employees or contractors.

10.3 Provisions of this section shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination. Landlord and Tenant shall not be liable or responsible to the other for any loss or damage to any property or death or injury to any person occasioned by theft, fire, act of God, public enemy, criminal conduct of third parties, injunction, riots, strike, insurrection, war, court order, requisition or other governmental body or authority, by other tenants of the Building or any other matter beyond the control of that party.

#### 11.0 Liability Insurance.

11.1 Landlord shall, from and after the Commencement Date, maintain insurance covering the Building against loss, damage or destruction caused by explosion, by fire and the perils specified in the standard extended coverage endorsement, by vandalism and malicious mischief, and by sprinkler, gas, water, steam and sewer leakage. Fire and extended coverage shall equal at least eighty percent (80%) of the replacement cost of the Building, exclusive of architectural and engineering fees, excavation, footings and foundations.

11.2 On the Commencement Date, Tenant, at its own expense, is maintaining the following types of insurance coverage provided by good and responsible companies qualified to do and doing business in the State of Texas: (i) Employer's Liability insurance and Workman's Compensation insurance as required by applicable law.

11.3 Landlord acknowledges that Tenant has adopted a plan of self-insurance. For retention by Landlord, Tenant has attached hereto as **Exhibit III** a "Memorandum of Self-Insurance" evidencing such adoption. **Exhibit III** is made a part hereof for all purposes.

#### 12.0 Inspection.

12.1 Landlord or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect the same, to clean, or to make any repairs, alterations or additions that Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein) and, in the last three months of the Lease Term, to show the Premises to prospective tenants, purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

#### 13.0 Condemnation.

13.1 If at any time during the Lease Term the whole of the Building shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided in paragraph 13.3, this Lease shall terminate on the date of such taking. If less than all of the Building shall be so taken and in Tenant's reasonable opinion, the remaining part is insufficient for the conduct of Tenant's business Tenant may, by notice to Landlord within sixty (60) consecutive days after notice of such taking, terminate this Lease. If Tenant exercises its option to terminate, this Lease and the Lease Term shall end on the date specified in Tenant's notice and the rent shall be apportioned and paid to the date of such taking.

13.2 If less than all of the Building shall be taken and, in Tenant's reasonable opinion communicated by notice to Landlord within sixty (60) consecutive days after notice of such taking, Tenant is able to gain access to and continue the conduct of its business in the part not taken, this Lease shall remain unaffected, except that Tenant shall be entitled to a pro rata abatement of rent based on the proportion that the area of the space so taken bears to the area of the space demised hereunder immediately prior to such taking.

13.3 Landlord shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction therefrom for any estate vested in Tenant and Tenant shall receive no part of such award or awards from Landlord or in the proceedings except as otherwise expressly provided in this paragraph. Subject to the foregoing, Tenant hereby assigns to the Landlord any and all of its right, title and interest in or to such award or awards or any part thereof.

13.4 Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the Building or land in lieu of or under threat of condemnation.

#### 14.0 Fire and Other Casualty.

14.1 In the event that the Building should be destroyed by fire or other casualty, earthquake or flood, or by any other cause of any kind or nature, or in the event that the Premises or the Building should be so damaged (defined to include constructively not fit for use for the purposes intended by the parties) that rebuilding or repairs cannot be completed in ninety (90) days in the opinion of Landlord's architect or other qualified professional (which estimate Landlord shall obtain as soon as reasonably practicable after the date of such damage, but in no event more than ten (10) business after the date on which Tenant requests such an estimate, based on Tenant's reasonable belief that the Building and/or the Premises have been damaged as defined herein), Landlord or Tenant may at its option terminate this Lease by giving written notice thereof to the other party within thirty (30) days after receipt of the opinion of Landlord's architect or other qualified professional. However, if Landlord is able to provide Tenant with comparable lease space, as determined by Tenant, in the same area, then this Lease shall not be terminated. If this Lease is terminated, the rent shall abate during the unexpired portion of this Lease commencing on the date of the damage; provided, however, that Tenant shall pay all other obligations of Tenant owing on the date of the damage, and Tenant shall immediately surrender the Premises to Landlord.

14.2 In the event any portion of the Premises, common areas of the Building or building equipment or systems serving the Premises or common areas (collectively referred to as the "Damaged Property") is damaged (defined to include constructively not fit for use for the purposes intended by the parties) by fire or other casualty, earthquake or flood or by any other cause of any kind or nature and the Damaged Property can, in the opinion of Landlord's architect or other qualified professional (which estimate Landlord shall obtain as soon as reasonably practicable after the date of such damage, but in no event more than ten (10) business after the Tenant requests such an estimate, based on Tenant's reasonable belief that the Building and/or the Premises have been damaged as defined herein), be repaired within one hundred and twenty (120) consecutive days from the date of the damage or if neither Landlord nor Tenant elects to terminate this Lease, Landlord shall, within thirty (30) days after the date of the damage, begin to rebuild or repair the Building and the Premises and shall proceed with reasonable diligence to restore the

Building and the Premises to substantially the same condition in which they existed immediately before the casualty happened. The rental due under this Lease shall abate during the time the Premises are unfit for occupancy, unless Landlord is able to provide Tenant with comparable lease space as set forth in paragraph 14.1, above. In the event that only a portion of the Premises, common areas of the Buildings or building equipment or systems serving the Premises are affected, Tenant shall be entitled to a proportionate abatement of rent payable during the period commencing on the date of the damage and ending on the date the damaged property is repaired as aforesaid and the Premises are delivered to Tenant. The extent of rental abatement shall be based upon the portion of the Premises rendered untenable, unfit or inaccessible for use by Tenant during such period.

14.3 When required by this Section, the architect's or other qualified professional's opinion shall be delivered to Tenant within thirty (30) consecutive days from the date of damage.

14.4 Without in any way limiting the remedies set forth in this section, if repair of the damage has not been completed and the Building and the Premises restored to substantially the same condition in which they existed immediately before the casualty happened within one hundred and twenty (120) days after the date of the damage (extended by delays in completion due to force majeure as hereinafter defined), Tenant, at its option, may: (i) adjust its rental payments to reflect abatement of rent during the time the Premises, or any portion thereof, are unfit for occupancy, in the manner described in paragraph 14.2, above; or (ii) terminate this Lease by giving written notice to Landlord at any time after the expiration of one hundred and twenty (120) days after the date of the damage.

#### 15.0 Landlord's Remedies.

15.1 If Tenant defaults in the performance or observance of any provision of this Lease, Landlord shall give Tenant written notice of the default and Tenant shall have thirty (30) days in which to cure such default. If Tenant fails to cure the default in that time, Landlord shall have the right (i) to cure the default and any costs and expenses incurred by Landlord therefor shall be additional rent, or (ii) to terminate this Lease by delivering written notice to Tenant in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, after notice and appropriate court proceedings, enter upon and take possession of the Premises or any part thereof, without being liable for prosecution of any claim for damages therefor; and Tenant agrees to pay to Landlord all unavoidable loss of rent that Landlord may suffer by reason of this termination during the remainder of the Lease Term.

#### 16.0 Tenant's Remedies.

16.1 If Landlord defaults in the performance or observance of any provision of this Lease, including without limitation breach of Landlord's obligation to ensure the suitability of the Premises for their intended use throughout the Lease Term, or if any representation or warranty provided by Landlord herein is false, Tenant shall give Landlord notice specifying in what manner Landlord has defaulted. If the default has not been cured by Landlord within the period of time provided for elsewhere in the Lease, or otherwise within thirty (30) consecutive days after the delivery of written notice, Tenant may: (i) withhold payment of sufficient rent and additional rent due and to accrue hereunder to cover the necessary costs estimated by Tenant to cure the default as long as Landlord remains in default; (ii) cure the default and deduct all expenses, including reasonable attorney's fees and court costs, incurred by Tenant therefor from the rent and additional rent due and to become due hereunder; or (iii) terminate this Lease.

16.2 If the default by Landlord cannot be cured within thirty (30) days, this period may be extended for a reasonable additional time if Landlord commences to cure the default within the thirty (30) day period and proceeds diligently thereafter to effect the cure. Notwithstanding the foregoing, should the HVAC system or the plumbing fail, Tenant shall notify Landlord (which may, at Tenant's option, be delivered by electronic or facsimile transmission). Landlord shall have twenty-four (24) hours after receipt of such notice to access the failure, and seventy-two (72) hours after receipt of such notice to correct the failure. If Landlord has not made substantial progress in repair of the HVAC or plumbing failure in that 72-hour period, Tenant may cure the default and deduct its expenses incurred therefor in the same method as described above in this paragraph or Tenant may terminate this Lease. Expenses incurred by Tenant pursuant to this paragraph must be reasonably necessary to cure the default. Tenant agrees to comply with the County Purchasing Act in obtaining goods and services necessary to cure any default of Landlord.

#### 17.0 Surrender of Premises.

17.1 Except as expressly provided in paragraphs 9 and 18, no act or thing done by Landlord or its agents during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing and signed by Landlord.

#### 18.0 Failure to Fund.

18.1 Notwithstanding anything to the contrary within this Lease, if at any time during the Lease Term the Commissioners Court of Travis County, Texas fails to provide funding for this Lease for the following fiscal year of Travis County, Texas, Tenant may, upon giving Landlord written notice of such failure to fund and termination, terminate this Lease without any further liability, effective as of the earlier of (a) the last day of

the then current fiscal year of Travis County, Texas or (b) thirty (30) days after Tenant notifies Landlord in writing of such failure to fund and termination.

19.0 Assignment for Delinquent Taxes.

19.1 Notwithstanding anything to the contrary herein, if Landlord is delinquent in payment of property taxes at any time during the Lease Term, Landlord hereby assigns any payments for rent or additional rent under this Lease to the Travis County Tax Assessor-Collector for the payment of such delinquent taxes.

20.0 Non-Waiver.

20.1 Any act of forbearance by either party to enforce any provision of this Lease shall not be construed as a modification of this Lease or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Lease shall not be construed as a waiver of that right or privilege.

20.2 All rights of both parties under this Lease are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Lease. Any right or remedy stated in this Lease shall not preclude the exercise of any other right or remedy under this Lease, the law or at equity. Any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

21.0 Entire Agreement.

21.1 This Lease constitutes the entire agreement between Landlord and Tenant. Any other statement, representation, agreement or promise, either oral or written, relating to the subject matter of this Lease that is not contained in this Lease or incorporated herein by reference shall not be binding or valid.

22.0 Governing Law.

22.1 The validity of this Lease and of any of its terms, conditions or provisions, as well as the rights and duties of Landlord and Tenant, will be governed by the laws of the State of Texas. Both parties agree that all obligations under this Lease are performable in Travis County, Texas.

23.0 Estoppel Certificates.

23.1 Landlord and Tenant agree to furnish, from time to time, when requested by the other, a certificate signed by the non-requesting party confirming and containing such factual certifications and representations reasonably requested by the other.

24.0 Notices.

24.1 Tenant shall be deemed to have complied with each provision of this Lease, or of any applicable laws, ordinances, regulations, or other requirements regarding the sending, mailing or delivery of any notice, or regarding the making of any payment by Tenant to Landlord, when and if the following steps are taken:

(a) all rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set below the signature lines of this Lease or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith;

(b) any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail (return receipt requested), addressed to the parties at the addresses set forth below:

The address of Tenant for all purposes under this Lease shall be:

Honorable Samuel T. Biscoe (or his successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

and

Roger A. El Khoury, M.S., P.E., Director  
Travis County Facilities Management Department  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-4579

The address of Landlord for all purposes under this Lease shall be:

Buttross Properties  
7901 Cameron Road, Ste. 3-100  
Austin, Texas 78754  
ATTN: David Buttross, Owner  
(512) 320-0888 office  
(512) 568-9455 cell  
[david@buttross.com](mailto:david@buttross.com)

Either party may change its address for purposes of this paragraph by written notice delivered in accordance herewith.

25.0 Force Majeure.

25.1 Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party obligated to perform shall not be liable or responsible for, and there shall be excluded from the computation for any period of time, any delays due to acts of God, war, riot, civil commotion, sovereign conduct, or governmental laws, regulations or restrictions.

26.0 Severability.

26.1 If any clause or provision of this Lease is ruled illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Lease shall remain valid and binding. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is ruled illegal, invalid or unenforceable, there be added as a part of this Lease a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as is possible.

27.0 Amendments. Binding Effect.

27.1 This Lease may not be altered, changed or amended, except by instrument in writing signed by both parties. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LEASE EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

28.0 Quiet Enjoyment.

28.1 Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord, subject to the terms and conditions of this Lease. Landlord shall not interfere with the peaceable and quite enjoyment of the Premises.

29.0 Gender and Number.

29.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

30.0 Captions.

30.1 The captions contained in this Lease are for convenience of reference only, and shall not in any way be construed to limit or enlarge the terms and conditions of this Lease.

31.0 Exhibits and Attachments.

31.1 The following exhibits, attachments and addenda referred to in this Lease are incorporated into this Lease and made part hereof for all intents and purposes.

Exhibit I – Floor Plan of Premises  
Exhibit II – Ethics Affidavit  
Exhibit III – Memorandum of Self-Insurance

32.0 Forfeiture of Contract.

32.1 If Landlord has done business with a Key Contracting Person, as listed in Attachment 1 to the Affidavit attached as **Exhibit II**, during the 365-day period immediately prior to the date of execution of this Lease by Landlord or does business with any such Key Contracting Person at any time after the date of execution of this Lease by Landlord and prior to full performance of this Lease, Landlord shall forfeit all benefits of this Lease, and County shall retain all performance by Landlord and recover all consideration, or the value of all consideration, paid to Landlord pursuant to the Lease, provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. Landlord may utilize Attachment 2 to **Exhibit II** for this purpose.

(i) "Has doing business" and "does business" mean:

(a) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

(b) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

**but does not include**

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

(d) 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 Landlord in the ordinary course of its business; and

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

### 33.0 Conflict of Interest Questionnaire.

33.1 If required under Chapter 176 Texas Local Government Code, Landlord shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Landlord shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Landlord shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Landlord should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Landlord, Landlord shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

### 34.0 Mediation.

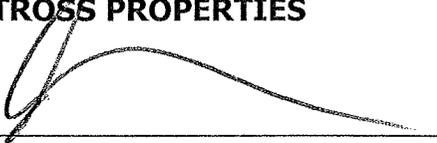
34.1 When mediation is acceptable to both parties in resolving a dispute arising under this Lease, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

35.0 Prior Lease.

35.1 The execution of this Lease shall not be construed to affect the rights of Landlord to pursue claims for rental under a prior lease covering portions of the space covered by this Lease.

Approved this 9<sup>th</sup> day of Nov., 2009.

LANDLORD:  
**BUTTROSS PROPERTIES**

By:  \_\_\_\_\_

Title: Owner \_\_\_\_\_

Date: 11-9-09 \_\_\_\_\_

TENANT:  
TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

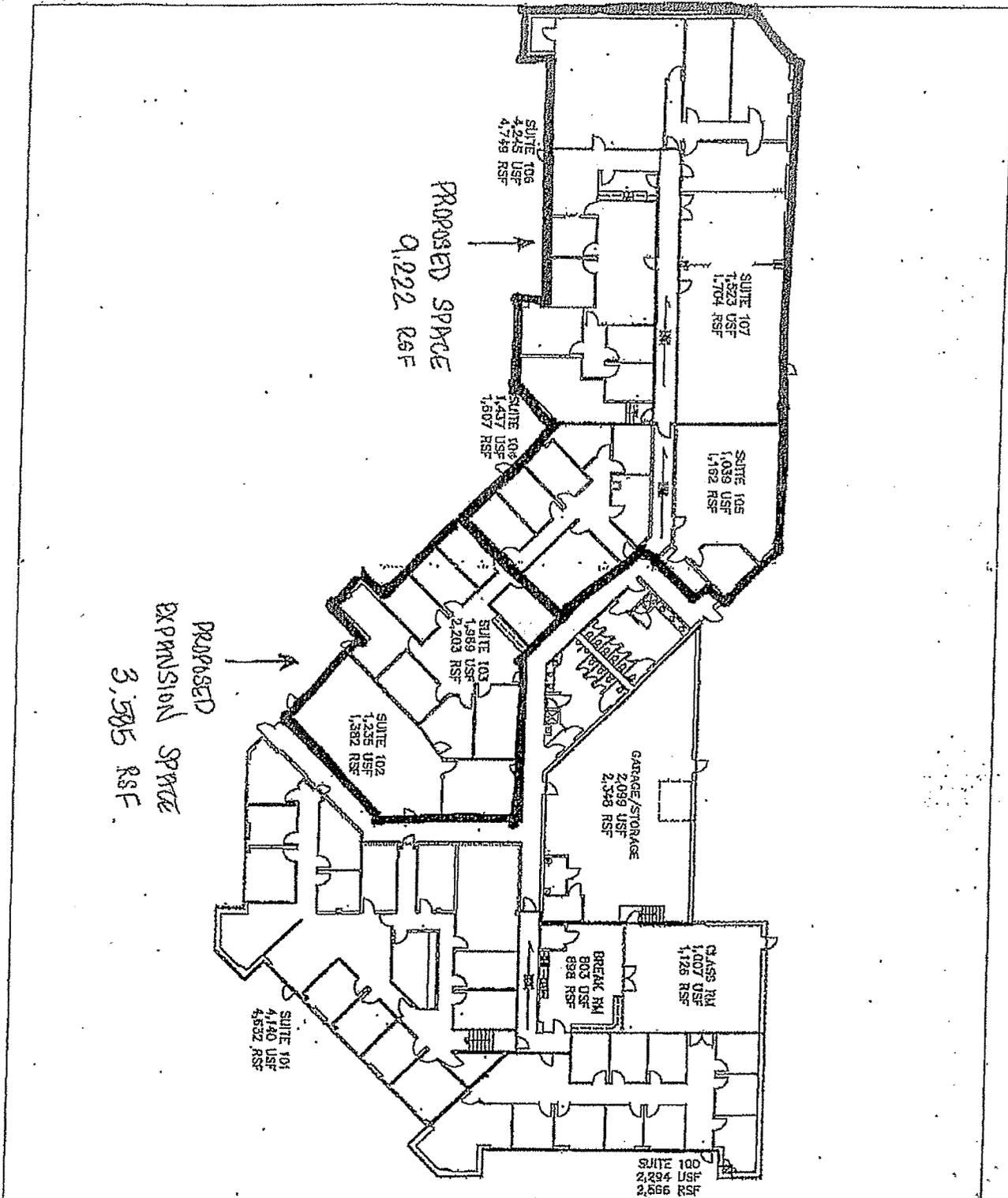
Date: \_\_\_\_\_



**EXHIBIT I**  
**Floor Plan of Premises**

Oct. 5. 2009 11:13AM

### Exhibit I



Drawing for:  
**BUTTROSS GROUP II, INC.**  
 7901 Cameron Rd., 3-100  
 Austin, Texas 78754

**8011-A CAMERON RD.**  
**AUSTIN, TEXAS**  
 USEABLE AREA: 21,791 S.F.  
 RENTABLE AREA: 24,377 S.F.

THE MEASUREMENTS AND FLOOR PLANS ARE ACCURATE TO WITHIN 2% INTERIOR WALLS AND EXTERIOR WALLS ARE ASSUMED TO BE 5" THICK  
 Project No.: 20931.02  
 Date: May 19, 2009  
 ©2009

**±DIMENSIONS±**  
**FLOOR PLANS**  
 Austin, Texas  
 dimensionsfloorplans.com  
 Phone: 342-0114 Fax: 342-1968

**EXHIBIT II**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**ETHICS AFFIDAVIT**

Date: 11-12-09  
Name of Affiant: Youssef Lahlon  
Title of Affiant: CFO  
Business Name of LANDLORD: Buttress Properties  
County of LANDLORD: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by LANDLORD to make this affidavit for LANDLORD.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. LANDLORD has received the list of Key Contracting Persons associated with this Lease Agreement, which list is attached to this Affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom LANDLORD is doing business or has done business during the 365-day period immediately before the date of this Affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

[Signature]  
\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by November on 12, 2009



[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas.  
Jocelyn Mixco-Pinto  
\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: August 20, 2013

**ATTACHMENT 1 TO EXHIBIT II**  
**LIST OF KEY CONTRACTING PERSONS**

September 3, 2009

**CURRENT**

| <u>Position Held</u>                              | <u>Name of Individual<br/>Holding Office/Position</u> | <u>Name of Business<br/>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 Velasquez                                     |  |
| Executive Assistant.....                          | Josie Z. Zavala                                       |  |
| Commissioner, Precinct 1.....                     | Ron Davis   |  |
| Commissioner, Precinct 1 (Spouse).....            | Annie Davis   | Seton Hospital                                       |
| Executive Assistant.....                          | Chris Fanuel  |  |
| Executive Assistant.....                          | Felicitas Chavez                                      |  |
| Commissioner, Precinct 2.....                     | Sarah Eckhardt  |  |
| Commissioner, Precinct 2 (Spouse).....            | Kurt Sauer  | Daffer McDonald, LLP                                 |
| Executive Assistant.....                          | Loretta Farb  |  |
| Executive Assistant.....                          | Joe Hon*  |  |
| Executive Assistant.....                          | Peter Einhorn   |  |
| Commissioner, Precinct 3.....                     | Karen Huber*  |  |
| Commissioner, Precinct 3 (Spouse).....            | Leonard Huber   | Retired  |
| Executive Assistant.....                          | Garry Brown*  |  |
| Executive Assistant.....                          | Kelly Darby*  |  |
| Commissioner, Precinct 4.....                     | Margaret Gomez  |  |
| Executive Assistant.....                          | Edith Moreida   |  |
| Executive Assistant.....                          | Norma Guerra  |  |
| Special Assistant to Comm. Court.....             | Christian Smith*                                      |  |
| County Treasurer.....                             | Dolores Ortega-Carter                                 |  |
| County Auditor.....                               | Susan Spataro   |  |
| Executive Manager, Administrative.....            | Vacant  |  |
| Executive Manager, Budget & Planning.....         | Rodney Rhoades  |  |
| Exec Manager, Emergency Services.....             | Danny Hobby   |  |
| Exec. Manager, Health/Human Services.....         | Sherri E. Fleming                                     |  |
| Executive Manager, TNR.....                       | Joseph Gieselman                                      |  |
| Executive Manager, Criminal Justice Planning..... | Roger 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...                | Vacant  |  |
| Attorney, Transactions Division...                | Sarah Churchill                                       |  |
| Purchasing Agent.....                             | Cyd Grimes, C.P.M.                                    |  |

Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....Diana Gonzalez  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant 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 .....David Walch\*  
 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 II .....Donald E. Rollack  
 Purchasing Agent Assistant II .....Nancy Barchus, CPPB  
 HUB Coordinator ..... Sylvia Lopez  
 HUB Specialist ... Betty Chapa  
 HUB Specialist ... Jerome Guerrero  
 Purchasing Business Analyst..... Scott Worthington

**FORMER EMPLOYEES**

| <u>Position Held</u>                    | <u>Name of Individual</u><br><u>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.....  | 01/23/10                  |
| Attorney, Transactions Division.....    | Stacy Wilson.....   | 07/06/10                  |
| Executive Manager, Administrative ..... | Alicia Perez.....   | 09/01/10                  |

**ATTACHMENT 2 TO EXHIBIT II**

**DISCLOSURE**

LANDLORD acknowledges that LANDLORD is doing business or has done business during the 365-day period immediately prior to the date on which this Lease Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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If no one is listed above, LANDLORD warrants that LANDLORD is not doing business and has not one business during the 365-day period immediately prior to the date on which this Lease Agreement is signed with any Key Contracting Person.



## *Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-3128

November 9, 2009

### **MEMORANDUM OF SELF INSURANCE**

This memorandum affirms that pursuant to resolution of the Travis County Commissioners Court, the County is self-insured for the following to the extent required by state statutes:

**General Liability, Including:**

- Premises and Operations
- Professional (includes Errors & Omissions)
- Contractual
- X,C,U
- Personal Injury

**Automobile Liability**

- Owned Vehicles
- Hired Vehicles

**Workers' Compensation**

Travis County vehicles are exempt from providing proof of insurance in accordance with Section 33, Article VI, General Provisions, of the Texas Motor Vehicle Laws.

This memorandum is issued to: Buttross Group

A handwritten signature in cursive script, appearing to read "Dan Mansour".

**Dan Mansour, ARM  
Benefit & Risk Manager**

DM/dps

**C2**

**Travis County Commissioners Court Agenda Request**

Voting Session Tuesday, November 24, 2009  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Special Voting Session of November 10, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

III. Is back-up material attached? YES

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



## MINUTES OF MEETING NOVEMBER 10, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 10<sup>th</sup> day of November 2009, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:13 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:41 PM and adjourned at 1:56 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:57 PM and adjourned at 1:57 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:58 PM and adjourned at 2:04 PM.

The Commissioners Court reconvened the Voting Session at 2:04 PM.

The Commissioners Court retired to Executive Session at 2:08 PM.

The Commissioners Court reconvened the Voting Session at 4:13 PM.

The Commissioners Court adjourned the Voting Session at 4:16 PM.

**Clerk's Note:** Commissioner Davis expressed the Court's condolences to former City Councilmember Willie Lewis and his family on loss of his wife, Geraldine. (9:46 AM)

### CITIZENS COMMUNICATION

**Members of the Court heard from:** Gus Peña, Travis County Resident; Maurice Priest, Travis County Resident; Jimmy Castro, Travis County Resident; John Brady, Risk and Safety Consultant, Alive at 25, Human Resources Management Department (HRMD); Gloria Souhami, Program Director, Travis County Underage Drinking Prevention Program; Ms. Phillip A. Dick, Travis County Resident; Ronnie Gjemre, Travis County Resident; Jennifer Riggs, Partner, Riggs, Aleshire & Ray, PC; and Sara Black, Travis County Resident. (9:16 AM)

**Clerk's Note:** The Court held a moment of silence in remembrance of the victims and their families at Fort Hood.

### CONSENT ITEMS

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C3 and Items 4.A-G, 5.A-L, 6, 7, 8, 9.A&B, 10, 11, 16, 17, 18, 19, 20, 21, 23, and 25. (9:44 AM)

|  |     |
|--|-----|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis                   | yes |
| Precinct 2, Commissioner Sarah Eckhardt              | yes |
| Precinct 3, Commissioner Karen Huber                 | yes |
| Precinct 4, Commissioner Margaret J. Gómez           | yes |

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF OCTOBER 27, 2009.
- C3. APPROVE SETTING A PUBLIC HEARING DATE OF NOVEMBER 24, 2009 TO RECEIVE COMMENTS REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "CASLANO COVE" OFF SHORE VISTA DRIVE NEAR QUINLAN PARK ROAD.  
(COMMISSIONER HUBER)

## RESOLUTIONS AND PROCLAMATIONS

1. APPROVE PROCLAMATION REGARDING AUSTIN ADOPTION DAY TO BE HELD NOVEMBER 19, 2009 AT GARDNER-BETTS JUVENILE JUSTICE CENTER. (COMMISSIONER GÓMEZ) (9:47 AM) (10:00 AM)

**Members of the Court heard from:** Denise Hyde, Austin Bar Association.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve the Proclamation in Item 1.

**Motion carried:**

|  |        |
|--|--------|
| County Judge Samuel T. Biscoe              | yes    |
| Precinct 1, Commissioner Ron Davis         | absent |
| Precinct 2, Commissioner Sarah Eckhardt    | yes    |
| Precinct 3, Commissioner Karen Huber       | yes    |
| Precinct 4, Commissioner Margaret J. Gómez | yes    |

**Clerk's Note:** Item 1 was further discussed at 10:00 AM with a request by Commissioner Davis that the Commissioners' Court record reflect a Corrected Vote on Item 1. Judge Biscoe instructed that the record show Commissioner Davis voting yes on the Motion on Item 1. The Commissioners' Court record does reflect the Corrected Vote.

**Corrected Vote:**

**Motion carried:**

|  |     |
|--|-----|
| County Judge Samuel T. Biscoe              | yes |
| Precinct 1, Commissioner Ron Davis         | yes |
| Precinct 2, Commissioner Sarah Eckhardt    | yes |
| Precinct 3, Commissioner Karen Huber       | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |



JUSTICE AND PUBLIC SAFETY ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENTS BETWEEN TRAVIS COUNTY AND THE FOLLOWING SMALL CITIES AND VILLAGES WHOLLY WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES: (9:44 AM)

- A. CITY OF BEE CAVE;
- B. VILLAGE OF THE HILLS;
- C. CITY OF LAKEWAY;
- D. CITY OF MANOR;
- E. CITY OF ROLLINGWOOD;
- F. CITY OF SUNSET VALLEY; AND
- G. CITY OF WEST LAKE HILLS.

**Clerk's Note:** Items 4.A-G approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE FOLLOWING EMERGENCY SERVICES DISTRICTS WHOLLY WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES: (9:44 AM)

- A. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1;
- B. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2;
- C. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3;
- D. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4;
- E. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6;
- F. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 8;
- G. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 9;
- H. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10;
- I. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11;
- J. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12;
- K. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 13; AND
- L. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14.

**Clerk's Note:** Items 5.A-L approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**PURCHASING OFFICE ITEMS**

6. DECLARE LISTING OF CERTAIN EQUIPMENT AS MISSING AND DISPOSE OF AS "LOST" IN THE H.T.E. SYSTEM PURSUANT TO SECTION 3.10.4 OF THE TRAVIS COUNTY FIXED ASSET POLICY AND PROCEDURES MANUAL. (9:44 AM)

**Clerk's Note:** Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. PS090067RE, ORION RESEARCH AND MANAGEMENT SERVICES, FOR WILDLIFE MANAGEMENT SERVICES. (9:44 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS**

8. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: SCHUKNECHT SUBDIVISION, A RESUBDIVISION OF LOTS 3, 4 AND 5, BLOCK A OF THE EXA PRESLAR SUBDIVISION (4 TOTAL LOTS). (COMMISSIONER HUBER) (9:44 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SPEIDEL DRIVE SECTION 2 SUBDIVISION, IN PRECINCT 2: (9:44 AM)
  - A. ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE FOR SPEIDEL DRIVE SECTION 2; AND
  - B. LICENSE AGREEMENT WITH THE PARK AT BLACKHAWK AND LAKESIDE HOMEOWNERS ASSOCIATION, INC., FOR IMPROVEMENTS IN THE RIGHT OF WAY OF SPEIDEL DRIVE. (COMMISSIONER ECKHARDT)

**Clerk's Note:** Items 9.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



13. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON HEALTH AND HUMAN SERVICES RECOMMENDATION TO IMPLEMENT A PHARMACEUTICAL SAVINGS PROGRAM FOR COUNTY RESIDENTS.  
(11:11 AM) (2:08 PM) (4:13 PM)

**Clerk's Note:** Judge Biscoe announced that Item 13 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS; and Ana Almaguel, Planner, TCHHS&VS.

Discussion only. No formal action taken.

Item 13 to be reposted when ready.

### **PLANNING AND BUDGET DEPT. ITEMS**

14. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:15 AM)

Item 14 not needed.

15. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(11:28 AM)

A. GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR JUVENILE PROBATION TO CONTINUE THE EXISTING DRUG COURT/IN-HOME FAMILY SERVICES GRANT THAT ENHANCES THE DEPARTMENT'S DRUG COURT PROGRAM; AND

B. GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR'S, CRIMINAL JUSTICE DIVISION FOR JUVENILE PROBATION TO CONTINUE THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM THAT PROVIDES SERVICES TO JUVENILES WITH MENTAL HEALTH AND SUBSTANCE ABUSE ISSUES.

**Clerk's Note:** Items 15.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve Items 15.A&B.

|  |     |
|--|-----|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis                   | yes |
| Precinct 2, Commissioner Sarah Eckhardt              | yes |
| Precinct 3, Commissioner Karen Huber                 | yes |
| Precinct 4, Commissioner Margaret J. Gómez           | yes |

**ADMINISTRATIVE OPERATIONS ITEMS**

16. 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 \$653,822.83 FOR THE PERIOD OF OCTOBER 23 TO 29, 2009. (9:44 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:44 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### OTHER ITEMS

18. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:44 AM)

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2009 ASSET FORFEITURE REPORTS FROM TRAVIS COUNTY CONSTABLES PRECINCTS 1, 2, 3, 4 AND 5, AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE. (JUDGE BISCOE) (9:44 AM)

**Clerk's Note:** Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON AUTHORIZATION TO MAINTAIN ANNUALLY DETERMINED CONTRIBUTION RATE PLAN SELECTIONS FOR RETIREES AND MAINTAIN COUNTY CONTRIBUTIONS UNDER THE TEXAS DISTRICT AND COUNTY RETIREMENT SYSTEM. (9:44 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND MACOMB COUNTY, MICHIGAN FOR THE USE OF THE TRAVIS COUNTY I-JURY SOFTWARE. (9:44 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES REGARDING THE HUMAN RESOURCES MANAGEMENT DEPARTMENT (HRMD) AND COUNTY ORGANIZATIONAL DESIGN INCLUDING:
  - A. DIRECTOR OF HUMAN RESOURCES;
  - B. CONFIRMATION OF COURT SUBCOMMITTEE TO WORK WITH HRMD ISSUES DURING THE INTERIM; AND
  - C. APPOINTMENT OF SUBCOMMITTEE TO WORK WITH THE CURRENT ORGANIZATIONAL PLANNING TEAM.

**Clerk's Note:** Items 22.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS; Joe Gieselman, Executive Manager, TNR; Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); Susan Spataro, Travis County Auditor; and Danny Hobby, Executive Manager, Travis County Emergency Services.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we fill the position of Director of Human Resources on an interim basis, that the person selected should not be eligible to fill the permanent position, and that we give our organizational team 30 days after posting.

**A Friendly Amendment to the previous Motion was offered by Commissioner Eckhardt** that we add in that this Interim Director of HRMD would operate under an Executive Manager.

**Clerk's Note:** The Friendly Amendment was not accepted.

|  |     |
|--|-----|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis                   | no  |
| Precinct 2, Commissioner Sarah Eckhardt              | yes |
| Precinct 3, Commissioner Karen Huber                 | yes |
| Precinct 4, Commissioner Margaret J. Gómez           | yes |

**Clerk's Note:** The Court directed the organizational team to develop a job description for the Interim Director.

ITEM 22 CONTINUED

**Clerk's Note:** The Court discussed Judge Biscoe and Commissioner Gómez continuing to work on the Court subcommittee.

**Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 22.B.**

|  |         |
|--|---------|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes     |
| Precinct 1, Commissioner Ron Davis                   | abstain |
| Precinct 2, Commissioner Sarah Eckhardt              | yes     |
| Precinct 3, Commissioner Karen Huber                 | yes     |
| Precinct 4, Commissioner Margaret J. Gómez           | yes     |

**Clerk's Note:** The Court discussed Judge Biscoe and Commissioner Huber working on a subcommittee with the Organization Team, that they be available and bring any feedback to the Court when deemed appropriate.

**Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve Item 22.C.**

|  |         |
|--|---------|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes     |
| Precinct 1, Commissioner Ron Davis                   | abstain |
| Precinct 2, Commissioner Sarah Eckhardt              | yes     |
| Precinct 3, Commissioner Karen Huber                 | yes     |
| Precinct 4, Commissioner Margaret J. Gómez           | yes     |

23. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF SEPTEMBER, 2009. (9:44 AM)

**Clerk's Note:** Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 24. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT TO TRAVIS COUNTY CODE CHAPTER 1, COMMISSIONERS COURT RULES OF PROCEDURE, BY ADDING SUBSECTIONS 1.004(F) – (G), TRAVIS COUNTY COMMISSIONERS COURT RULES OF CONDUCT AND DECORUM; GENERAL. (JUDGE BISCOE) (2:05 PM) (2:08 PM) (4:14 PM)

**Clerk’s Note:** Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov’t. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident.

Discussion only. No formal action taken.

Item 24 to be reposted when ready.

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF JUDGE JAN BRELAND, COUNTY COURT AT LAW NO. 6 TO THE BAIL BOND BOARD PURSUANT TO CHAPTER 1704.053 OF THE TEXAS OCCUPATIONS CODE. (JUDGE BISCOE) (9:44 AM)

**Clerk’s Note:** Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court’s Motion and Vote.

- 26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST FOR MARKET SALARY SURVEY OF THE TRAVIS COUNTY PURCHASING AGENT POSITION. (11:31 AM)

**Members of the Court heard from:** Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD); and John Hille, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Huber** to approve Item 26.

**Motion carried:**

|  |     |
|--|-----|
| County Judge Samuel T. Biscoe              | yes |
| Precinct 1, Commissioner Ron Davis         | yes |
| Precinct 2, Commissioner Sarah Eckhardt    | yes |
| Precinct 3, Commissioner Karen Huber       | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

27. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN AREA. <sup>1</sup>  
<sup>AND 2</sup> (2:08 PM) (4:14 PM)

**Clerk's Note:** Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

No action required on Item 27.

28. 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. <sup>1 AND 2</sup> (2:05 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 28 postponed until November 17, 2009.

**ADDED ITEMS**

- A1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LICENSE AGREEMENT WITH G & M ENTERPRISES FOR USE OF THE TRAVIS COUNTY EXPOSITION CENTER. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (11:03 AM) (2:08 AM) (4:15 AM)

**Clerk's Note:** Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Beverly Manroe, G&M Enterprises; and Tenley Aldredge, Assistant County Attorney.

**Clerk's Note:** The Court discussed:

- Incorporating four provisions negotiated with G&M Enterprises into the proposed agreement, and
- Authorizing the County Judge to sign the agreements.

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to approve Item A1.

|  |     |
|--|-----|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis                   | yes |
| Precinct 2, Commissioner Sarah Eckhardt              | yes |
| Precinct 3, Commissioner Karen Huber                 | yes |
| Precinct 4, Commissioner Margaret J. Gómez           | yes |

**Clerk's Note:** The Court thanked all the individuals who have been working on this delicate and significant matter.

- A2. CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION REGARDING THE ISSUANCE OF THE RIVER VALLEY INDUSTRIAL DEVELOPMENT CORPORATION REVENUE BONDS (CROSS COUNTY WATER SUPPLY CORPORATION WATER TRANSMISSION PROJECT), SERIES 2009 IN AN AMOUNT NOT TO EXCEED \$40 MILLION DOLLARS. (COMMISSIONER DAVIS) (10:08 AM)

**Members of the Court heard from:** Patrick Reilly, President, Cross County Water Supply Corporation (CCWSC); Justin Spillman, Travis County Landowner; Ridge Kaiser, Project Manager, CCWSC; Carol Polumbo, Managing Partner, McCall, Parkhurst & Horton, LLP; and John Zaskoda, Travis County Resident.

**Motion by Commissioner Davis and seconded by Commissioner Gómez** that we approve Item A2, and that is with the River Valley Industrial Development Corporation to issue revenue bonds under this particular Resolution dealing with the CCWSC to carry out this completion of this 52-mile project, and that they continue to work diligently to continue the negotiations with those particular property owners in which they have not acquired right-of-way acquisition at this time.

**A Friendly Amendment to the previous Motion was offered by Commissioner Gómez** that we also put on there about the jobs that can be created in Travis County for Historically Underutilized Businesses (HUB).

**Acceptance of the Friendly Amendment was made by Commissioner Davis.**

**A Friendly Amendment to the previous Motion was offered by Judge Biscoe** that there be no condemnation of the Spillman land, if feasible, or working with the Spillman property owners to reduce the impact on their property; I realize that sometimes as a last resort you have to condemn, so if you really have to, then you try to work with them to reduce the impact.

**Acceptance of the Friendly Amendment was made by Commissioner Davis and Commissioner Gómez.**

**A Friendly Amendment to the previous Motion was offered by Commissioner Huber** to add that 50% of the pipeline capacity remains available for non-Blue Water water sources, in order to ensure competitiveness in pricing in the future.

**Clerk's Note:** The Friendly Amendment was not accepted.

|                        |  |     |
|------------------------|--|-----|
| <b>Motion carried:</b> | County Judge Samuel T. Biscoe              | yes |
|                        | Precinct 1, Commissioner Ron Davis         | yes |
|                        | Precinct 2, Commissioner Sarah Eckhardt    | no  |
|                        | Precinct 3, Commissioner Karen Huber       | no  |
|                        | Precinct 4, Commissioner Margaret J. Gómez | yes |

**ADJOURNMENT**

**Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session. (4:16 PM)**

|  |     |
|--|-----|
| <b>Motion carried:</b> County Judge Samuel T. Biscoe | yes |
| Precinct 1, Commissioner Ron Davis                   | yes |
| Precinct 2, Commissioner Sarah Eckhardt              | yes |
| Precinct 3, Commissioner Karen Huber                 | yes |
| Precinct 4, Commissioner Margaret J. Gómez           | yes |

**MINUTES APPROVED BY THE COMMISSIONERS' COURT**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, November 24, 2009  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Special Voting Session of November 13, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

## MINUTES OF MEETING NOVEMBER 13, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Friday, the 13<sup>th</sup> day of November 2009, the Commissioners' Court convened the Special Voting Session at 10:06 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

The Commissioners Court adjourned the Voting Session at 10:09 AM.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER CANVASSING ELECTION RETURNS AND DECLARING RESULTS IN TRAVIS COUNTY FOR THE NOVEMBER 3, 2009 SPECIAL CONSTITUTIONAL AMENDMENT ELECTION. (10:06 AM)

**Members of the Court heard from:** Dana DeBeauvoir, Travis County Clerk.

**Motion by Judge Biscoe and seconded by** Commissioner Davis that we waive the reading of the data, or full record, and that we approve the results as given.

**Motion carried:**

|  |     |
|--|-----|
| County Judge Samuel T. Biscoe              | yes |
| Precinct 1, Commissioner Ron Davis         | yes |
| Precinct 2, Commissioner Sarah Eckhardt    | yes |
| Precinct 3, Commissioner Karen Huber       | yes |
| Precinct 4, Commissioner Margaret J. Gómez | yes |



C3

WS # \_\_\_\_\_

VS # \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session 11/24/09

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

B. Requested Text:

**Approve setting a Public Hearing on December 15, 2009 to receive comments regarding a request to authorize:**

**A) the filing of an instrument to vacate four public utility easements located on Lot K of McDett Estate, the Re-subdivision of Lot 6 and 7, Block C of Aqua Verde; and**

**B) the filing of an instrument to vacate all public utility easements located on Lots 5, 6, and 7, Block C of Aqua Verde – all being in Travis County, Precinct 3.)**

C. Approved by: Karen Huber  
Commissioner Karen Huber, Precinct Three

II. A. Is backup material attached?\*

Yes X No \_\_\_

\*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

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

Yes X No \_\_\_ Please list those contacted and their phone number.

|                                 |                           |
|---------------------------------|---------------------------|
| <u>NO</u> John Hille - 854-9415 | Austin American-Statesman |
| Anna Bowlin - 854-9383          | Joe Arriaga - 854-9383    |

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

- \_\_\_ Additional funding for your department
- \_\_\_ Transfer of funds within your department budget
- \_\_\_ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 NOV 18 PM 1:48

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER  
411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**MEMORANDUM**

DATE: November 4, 2009  
TO: Members of the Commissioners' Court  
THROUGH: *KB* Joseph P. Gieselman, Executive Manager  
FROM: *KB* Anna Bowlin, Division Director – Development Services  
SUBJECT: Approve setting a Public Hearing for December 15, 2009 to receive comments regarding a request to authorize:  
A) the filing of an instrument to vacate four public utility easements located on Lot K of McDett Estate, the re-subdivision of Lot 6 and 7, Block C of Aqua Verde; and  
B) the filing of an instrument to vacate all public utility easements located on Lots 5, 6, and 7, Block C of Aqua Verde – all being in Travis County, Precinct 3.

**Summary and Staff Recommendation:**

TNR has received a request to vacate several public utility easements (PUEs), which are located on the requestor's property. The four PUEs in Part A are shown schematically as part of Lot K of McDett Estate. Three of the four are 5' PUEs located along the rear and side lot lines of Lot K. The fourth is a 10' PUE shown to be down the middle of Lot K. McDett Estate is the Re-subdivision of Lots 6 and 7, Block C of Aqua Verde.

The PUEs in Part B are dedicated by plat note and are 5' in width located along the rear and side lot lines of Lots 5, 6, and 7, Block C of Aqua Verde. Lot 5 and Lot K (aka Lot 6 & 7, Block C of Aqua Verde) both front on Rivercrest Drive, a street not maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can build a single family residence on the subject lots. If the easements remain, the proposed improvements might encroach on the subject easements.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketches.

**Budgetary and Fiscal Impact:**

None.

Page 2

November 4, 2009

**Issues and Opportunities:**

Travis County has no need for the subject easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

**Required Authorizations:**

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketches.

**Exhibits:**

Order of Vacation

Field Notes and Sketches

Letter of Request

Statements from utility companies

Maps

PS:AB:ps

1105 Rivercrest Drive

09-PUE-08

**ORDER OF VACATION**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

WHEREAS, the property owner requests the vacation of all 5' Public Utility Easements (PUEs) located along the rear and side lot lines of Lot K, along with a 10' PUE located down the middle of Lot K, of McDett Estate, the Re-subdivision of Lots 6 & 7, Block C of Aqua Verde, as recorded in Volume 63, Page 23 of the Plat Records of Travis County, Texas; and

WHEREAS, the property owner also requests the vacation of all 5' (PUEs) located along the rear and side lot lines of Lot 5, 6, and 7 within Block C of Aqua Verde as recorded in Volume 25, Page 50 of the Plat Records of Travis County, Texas, so that the owner can construct a single family residence without encroaching on the public utility easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easements requested to be vacated as described in the attached field notes and sketches; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easements as described in the attached field notes and sketches; and

WHEREAS, the front 15' portion of the 10' wide PUE located down the middle of Lot K, McDett Estate, the Re-subdivision of Lots 6 and 7, Block C of Aqua Verde will remain as a PUE as requested by one of the utility companies serving the area; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 15, 2009 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that all 5' PUEs located along the rear and side lot lines of Lot K, along with the 10' PUE located down the middle of Lot K, of McDett Estate, the Re-subdivision of Lots 6 & 7, Block C of Aqua Verde AND all 5' public utility easements located along the rear and side lot lines of Lots 5, 6, and 7, Block C of Aqua Verde, as shown on the attached sketches and described in the attached field notes, save and except for the 10' x 15' portion described above, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

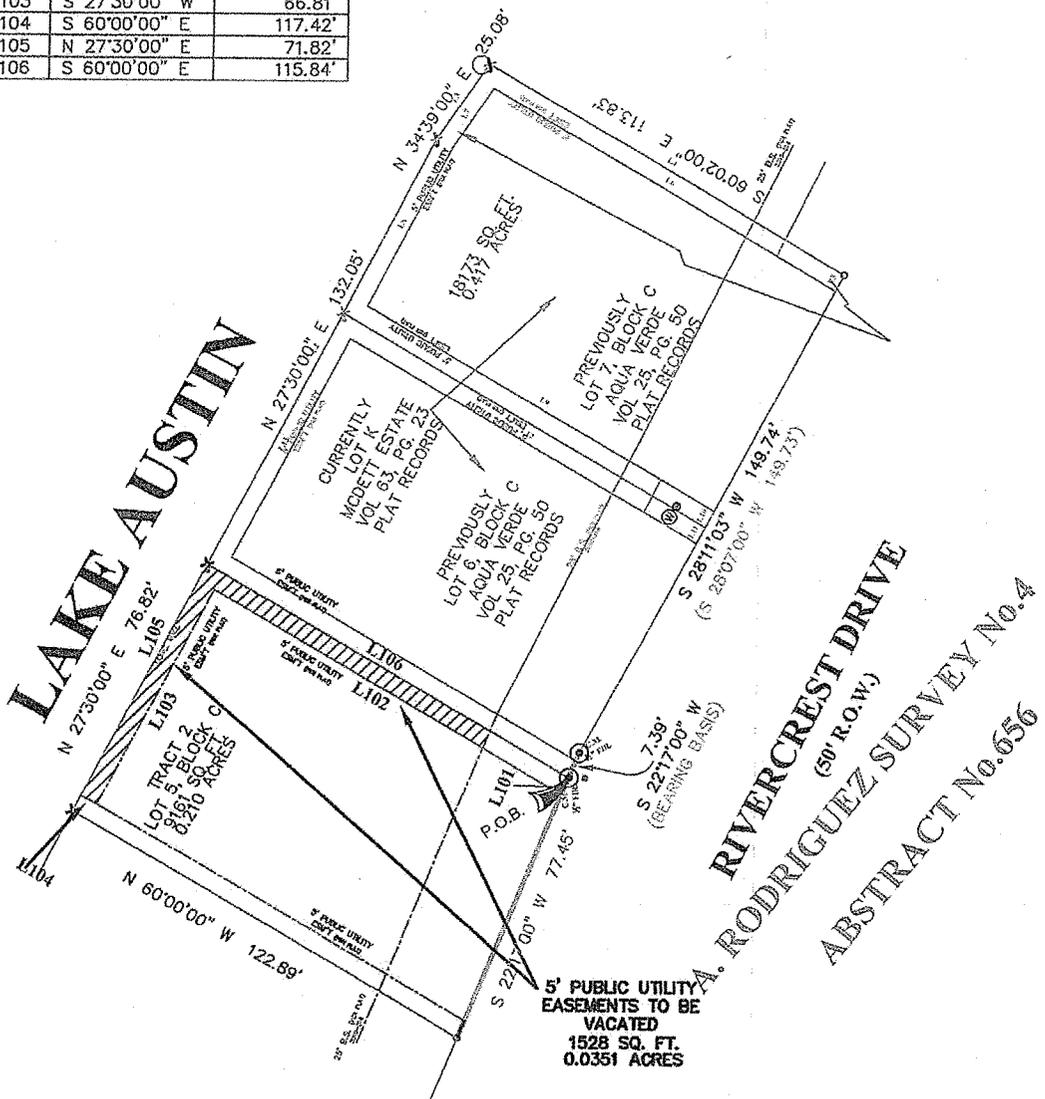
\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR



SCALE: 1"=40'

|      |               |         |
|------|---------------|---------|
| L101 | S 22°17'00" W | 5.05'   |
| L102 | N 60°00'00" W | 111.29' |
| L103 | S 27°30'00" W | 66.81'  |
| L104 | S 60°00'00" E | 117.42' |
| L105 | N 27°30'00" E | 71.82'  |
| L106 | S 60°00'00" E | 115.84' |



REVISED: OCTOBER 1, 2009—CHANGE OF BND. BY COA REQUEST.

REVISED: AUGUST 14, 2009—ADDED PATENT

**SKETCH TO ACCOMPANY DESCRIPTION**

**PROPERTY ADDRESS**  
4200 RIVERCREST DRIVE

**OWNER**  
BRIAN G. HUBER

**PROPERTY DESCRIPTION**  
BEING THOSE CERTAIN 5 FOOT WIDE PUBLIC UTILITY EASEMENTS ALONG AND WITH THE REAR AND SIDE OF SAID LOT 5, BLOCK "C" OF AQUA VERDE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 50, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS BEING ALSO OUT OF THE ANTONIO RODRIGUEZ SURVEY NO. 4, ABSTRACT NO. 656 TRAVIS COUNTY TEXAS AND SAID EASEMENTS TO BE RELEASED FROM SAID LOT 5, BLOCK C AS SHOWN ON THE SKETCH, AND METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

**Westar Alamo**  
LAND SURVEYORS, LLC.  
P.O. BOX 1016 HELOTES, TEXAS 78023-1036  
PHONE (210) 372-9500 FAX (210) 372-8899

- LEGEND**
- = SET 1/2" IRON ROD WITH CAP STAMPED WESTAR
  - = FND 1/2 IRON ROD
  - ( ) = RECORD INFORMATION
  - B.S. = BUILDING SETBACK
  - C.M. = CONTROLLING MONUMENT
  - X = SET "X" ON CONCRETE
  - ⊙ = POWER POLE
  - ⊕ = WATER METER
  - = TREE



I, JOSE ANTONIO TREVINO, Registered Professional Land Surveyor, State of Texas, do hereby certify to all parties that the above plat represents an actual survey made on the ground under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, to the best of my knowledge and belief, except as shown herein.

JOSE ANTONIO TREVINO  
Registered Professional Land Surveyor  
Texas Registration No. 5552

WESTAR JOB #43294  
P.U.E. TO BE RELEASED  
FROM LOTS 6-7 BLOCK C  
AQUA VERDE, AND LOT K  
MCDETT'S SUBDIVISION.

DESCRIPTION OF TRACT

BEING THOSE CERTAIN 5 FOOT WIDE PUBLIC  
UTILITY EASEMENTS ALONG AND WITH THE REAR  
AND SIDE OF LOT 5, BLOCK "C" OF AQUA VERDE,  
A SUBDIVISION IN TRAVIS COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT THEREOF  
RECORDED IN VOLUME 25, PAGE 50, OF THE PLAT  
RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALSO  
OUT THE ANTONIO RODRIGUEZ SURVEY NO. 4,  
ABSTRACT NO. 656 TRAVIS COUNTY TEXAS: SAID  
EASEMENTS TO BE RELEASED FROM SAID LOT 5,  
BLOCK C AS SHOWN ON THE ATTACHED SKETCH,  
AND DESCRIBED BY METES AND BOUNDS ATTACHED  
HERETO;



Jose Antonio Trevino  
Registered Professional Land Surveyor  
Texas Registration No. 5552  
August 3, 2009  
REV: August 17, 2009-PATENT  
REV: October 1, 2009-bnd per city of austin



Reference: AUSTIN GRID F-28 & F-29  
W:\SAN ANTONIO CADD\Word\43294ES-COVER-2.doc

DESCRIPTION OF TRACT  
EXHIBIT A-2

BEING THOSE CERTAIN 5 FOOT WIDE PUBLIC UTILITY EASEMENTS ALONG AND WITH THE REAR AND SIDE OF SAID LOT 5, BLOCK "C" OF AQUA VERDE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 50, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS SAID EASEMENTS TO BE RELEASED FROM SAID LOT 5, BLOCK C AS SHOWN ON THE ATTACHED SKETCH, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the common corner of Lot 5, Block C, Of said Aqua Verde Subdivision and Lot K, McDett Estate in the west right of way of River crest Drive (50 feet wide) for the PLACE OF BEGINNING hereof;

THENCE with Rivercrest Drive S 22°17'00" W a distance of 5.05 feet to a point;

THENCE crossing said Lot 5 the following courses;

N 60°00'00" W a distance of 111.29 feet to a point;

S 27°30'00" W a distance of 66.81 feet to a point in the northeast line of the existing 5.00 wide public utility easement;

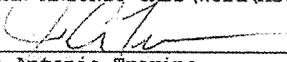
with said easement N 60°00'00" W a distance of 5.00 feet to a point in the northwest line of said Lot 5;

THENCE with the east line of Lake Austin N 27°30'00" E a distance of 71.82 feet to an x cut in a concrete wall for the west corner of Lot K and the north corner hereof;

THENCE with the common line of Lot K, and Lot 5, Block C, S 60°00'00" E a distance of 115.84 feet to the PLACE OF BEGINNING containing 1528 square feet or 0.0351 acres of land more or less.

Note: I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. All iron rods set are ½ inch rebar with Westar survey caps attached.

W:\SAN ANTONIO CADD\Word\Metes and Bounds\43294ESMT-LOT\_5-REV-OCT09.doc

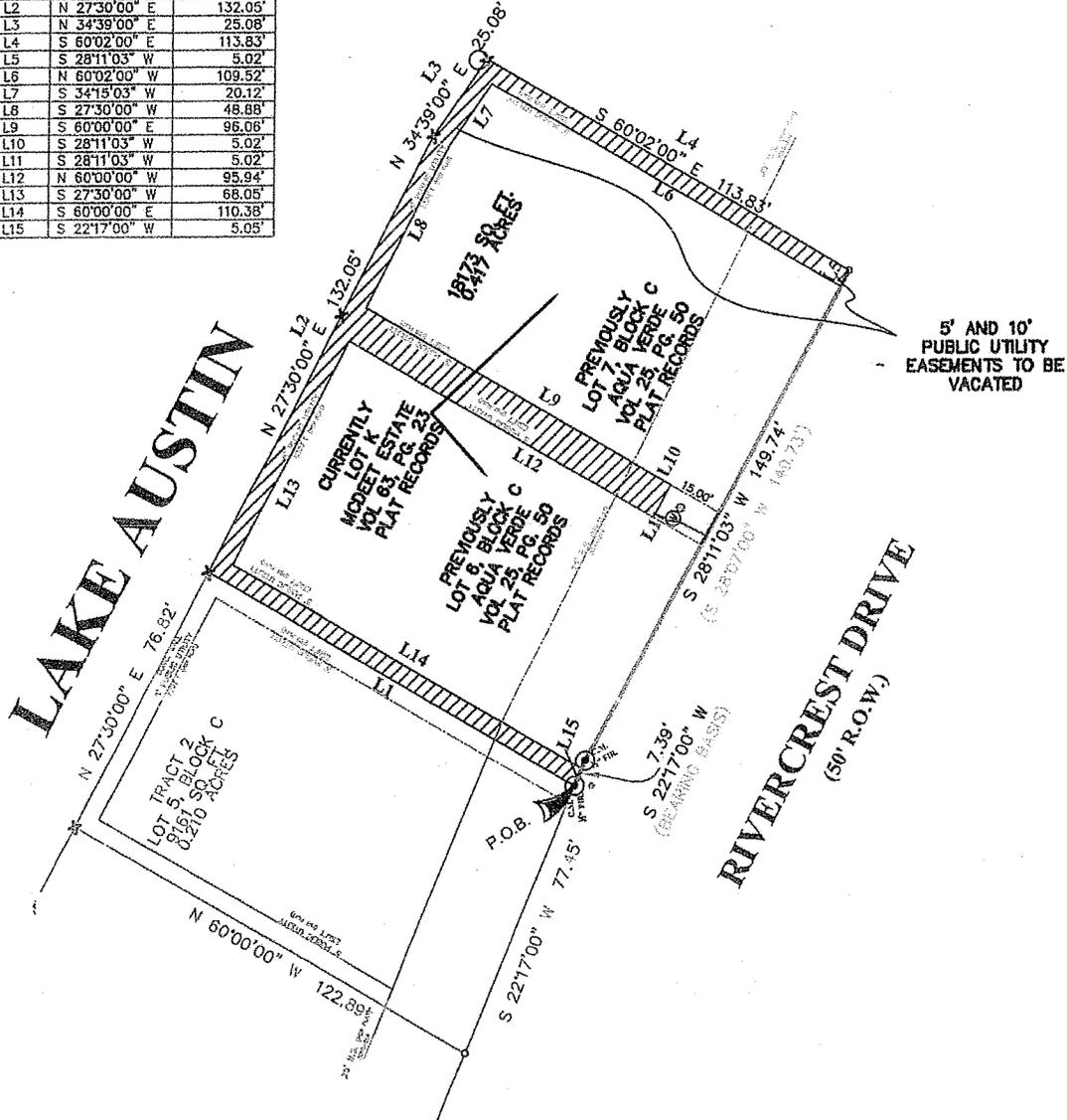
  
Jose Antonio Trevino  
Registered Professional Land Surveyor  
Texas Registration No. 5552  
August 3, 2009  
Revised: October 1, 2009





SCALE: 1"=40'

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 60°00'00" W | 115.84'  |
| L2   | N 27°30'00" E | 132.05'  |
| L3   | N 34°39'00" E | 25.08'   |
| L4   | S 60°02'00" E | 113.83'  |
| L5   | S 28°11'03" W | 5.02'    |
| L6   | N 60°02'00" W | 109.52'  |
| L7   | S 34°15'03" W | 20.12'   |
| L8   | S 27°30'00" W | 48.88'   |
| L9   | S 60°00'00" E | 96.06'   |
| L10  | S 28°11'03" W | 5.02'    |
| L11  | S 28°11'03" W | 5.02'    |
| L12  | N 60°00'00" W | 95.94'   |
| L13  | S 27°30'00" W | 68.05'   |
| L14  | S 60°00'00" E | 110.38'  |
| L15  | S 22°17'00" W | 5.05'    |



### SKETCH TO ACCOMPANY DESCRIPTION

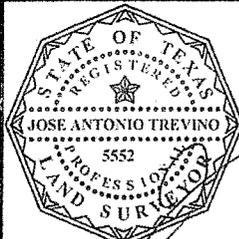
**PROPERTY DESCRIPTION**  
 BEING THOSE CERTAIN 5 AND 10 FOOT WIDE PUBLIC UTILITY EASEMENTS ALONG AND WITH THE REAR AND SIDES OF SAID LOTS FIRST RECORDED IN LOTS 6 AND 7, BLOCK "C" OF AQUA VERDE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 50, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND THE CONTINUATION OF SAID EASEMENTS IN THE SUBSEQUENT REPLAT OF LOTS 6 AND 7 INTO LOT K, OF MCDETT ESTATE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 63, PAGE 23, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID EASEMENTS TO BE RELEASED FROM SAID LOTS 6-7 AND K AS SHOWN HEREON AND THE METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

**PROPERTY ADDRESS**  
 4200 RIVERCREST DRIVE

**OWNER**  
 BRIAN G. HUBER

**Westar Alamo**  
 LAND SURVEYORS, LLC.  
 P.O. BOX 1038 HELOTES, TEXAS 78023-1036  
 PHONE (210) 372-8500 FAX (210) 372-8899

- LEGEND**
- = SET 1/2" IRON ROD WITH CAP STAMPED WESTAR
  - = FND 1/2 IRON ROD
  - ( ) = RECORD INFORMATION
  - B.S. = BUILDING SETBACK
  - C.M. = CONTROLLING MONUMENT
  - X = SET "X" ON CONCRETE
  - ⊙ = POWER POLE
  - ⊕ = WATER METER
  - = TREE
- DRAWN BY: JW/DH



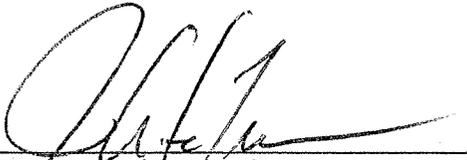
I, JOSE ANTONIO TREVINO, Registered Professional Land Surveyor, State of Texas, do hereby certify to all parties that the above plat represents an actual survey made on the ground under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, to the best of my knowledge and belief, except as shown herein.

JOSE ANTONIO TREVINO  
 Registered Professional Land Surveyor  
 Texas Registration No. 5552

WESTAR JOB #43294  
P.U.E. TO BE RELEASED  
FROM LOTS 6-7 BLOCK C  
AQUA VERDE, AND LOT K  
MCDETT'S SUBDIVISION.

DESCRIPTION OF TRACT

BEING THOSE CERTAIN 5 AND 10 FOOT WIDE  
PUBLIC UTILITY EASEMENTS ALONG AND WITH  
THE REAR AND SIDES OF LOTS FIRST  
RECORDED AS LOTS 6 AND 7, BLOCK "C" OF  
AQUA VERDE, A SUBDIVISION IN TRAVIS  
COUNTY, TEXAS, ACCORDING TO THE MAP OR  
PLAT THEREOF RECORDED IN VOLUME 25,  
PAGE 50, OF THE PLAT RECORDS OF TRAVIS  
COUNTY, TEXAS AND THE CONTINUATION OF  
SAID EASEMENTS IN THE SUBSEQUENT REPLAT  
OF LOTS 6 AND 7 INTO LOT K, OF MCDETT  
ESTATE, A SUBDIVISION IN TRAVIS COUNTY,  
TEXAS, ACCORDING TO THE MAP OR PLAT  
THEREOF, RECORDED IN VOLUME 63, PAGE  
23, OF THE PLAT RECORDS OF TRAVIS  
COUNTY, TEXAS: SAID EASEMENTS TO BE  
RELEASED FROM SAID LOTS 6-7 AND K AS  
SHOWN ON THE SKETCH AND METES AND  
BOUNDS ATTACHED HERETO.



Jose Antonio Trevino  
Registered Professional Land Surveyor  
Texas Registration No. 5552  
August 3, 2009



Reference: AUSTIN GRID F-28 & F-29  
W:\SAN ANTONIO CADD\Word\43294ES-COVER-1.doc

DESCRIPTION OF TRACT  
EXHIBIT A-1

BEING THOSE CERTAIN 5 AND 10 FOOT WIDE PUBLIC UTILITY EASEMENTS ALONG AND WITH THE REAR AND SIDES OF LOTS FIRST RECORDED AS LOTS 6 AND 7, BLOCK "C" OF AQUA VERDE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 50, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND THE CONTINUATION OF SAID EASEMENTS IN THE SUBSEQUENT REELAT OF LOTS 6 AND 7 INTO LOT K, OF MCDETT ESTATE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 63, PAGE 23, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS: SAID EASEMENTS TO BE RELEASED FROM SAID LOTS 6-7 AND K AS SHOWN ON THE ATTACHED SKETCH, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found for the common corner of Lot 5, Block C, Of said Aqua Verde Subdivision and Lot K, McDett Estate in the west right of way of River crest Drive (50 feet wide) for the PLACE OF BEGINNING hereof;

THENCE with the common line of Lot K, and Lot 5, Block C, N 60°00'00" W a distance of 115.84 feet to an x cut in a concrete wall in the east line of Lake Austin;

THENCE with the east line of Lake Austin thence N 27°30'00" E a distance of 132.05 feet to an x cut in a concrete wall;

THENCE continue with the east line of Lake Austin thence N 34°39'00" E a distance of 25.08 feet to an x cut in a concrete wall and the northwest corner of Lot K;

THENCE with the north line of Lot K, S 60°02'00" E a distance of 113.83 feet to an iron rod set for the northeast corner of Lot K and the west line of Rivercrest Drive;

THENCE with Rivercrest Drive S 28°11'03" W a distance of 5.02 feet to a point;

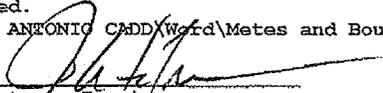
THENCE crossing said Lot K the following courses;

- N 60°02'00" W a distance of 109.52 feet to a point;
- S 34°15'03" W a distance of 20.12 feet to a point;
- S 27°30'00" W a distance of 48.88 feet to a point;
- S 60°00'00" E a distance of 96.06 feet to a point;
- S 28°11'03" W a distance of 5.02 feet to a point;
- S 28°11'03" W a distance of 5.02 feet to a point;
- N 60°00'00" W a distance of 95.94 feet to a point;
- S 27°30'00" W a distance of 68.05 feet to a point;
- S 60°00'00" E a distance of 110.38 feet to a point in the east line of Rivercrest Drive;

THENCE S 22°17'00" W a distance of 5.05 feet to the PLACE OF BEGINNING containing 2455 square feet or 0.0563 acres of land more or less.

Note: I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. All iron rods set are 1/2 inch rebar with Westar survey caps attached.

W:\SAN ANTONIO CADD\Word\Metes and Bounds\433294ESMT-LOT\_K.doc

  
Jose Antonio Trevino  
Registered Professional Land Surveyor  
Texas Registration No. 5552  
August 3, 2009



Sandra Barnes Nash  
Development Consultation and Planning

phone: (512) 775-1192

sandranash@austin.rr.com

October 23, 2009

Mr. Joe Gieselman, Executive Manager  
Travis County  
Transportation and Natural Resources  
411 West 11<sup>th</sup> Street  
Austin, Texas 78701

RE: Public Utility Easement Release  
4200 Rivercrest Drive

Lot 5 Block C Aqua Verde Subdivision  
Lot K McDett Estate

Dear Joe,

On behalf of my Client, Brian Huber, we are requesting Travis County Commissioners Court approve the vacation/release of a small Public Utility Easement (PUE) located entirely within Mr. Huber's single-family property. The property is located at 4200 Rivercrest Drive in Austin, Texas on the south side of Lake Austin/Colorado River. 4200 Rivercrest Dr. is within the City's 2-mile ETJ.

The Public Utility Easements we are requesting to be released were created by the Aqua Verde Subdivision plat in 1965 on three (3) separate single-family lots which Mr. Huber is combining into one single home site. Originally the property was platted as three (3) separate single-family lots: Lots 5, 6, and 7 Block C of the Aqua Verde Subdivision. On this plat a five (5) foot PUE was established parallel to all interior lot lines and along Lake Austin. In 1973 lots 6 and 7 Block C were re-platted as one single-family lot: Lot K of the McDett Estate. The current owner has purchased both Lot 5 and Lot K (Lot K being the combined lots 6 and 7).

With the three original lots combined the original five-foot easements create two (2), 10-foot easement running through the middle of the property. There are no utilities within these easements. These lots do not receive City of Austin water or wastewater utility service. Water and septic systems are on-site and provided by each individual lot. There is no natural gas service to the property. Travis County maintains the roadway.

Our goal is to build one home appropriately located on the combined area of Lot 5 and Lot K. Attached are the final plats showing the easements and a Survey Sketch with metes and bounds of the easements to be vacated. Also attached are sign-off's from the utility providers stating they have no objection to our request.

If you have any questions, please do not hesitate to contact me at (512) 775-1192 or [sandranash@austin.rr.com](mailto:sandranash@austin.rr.com). Thank you for your time and consideration.

Sincerely,

Sandra Nash

Attachments

cc: Brian Huber



# TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

## EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 4200 Rivercrest Drive (address) and/or Lot 5, BIKC, Aqua Verde & Lot K, McNett Estate, Resub of Lot 697 (legal description) and as BIKC, Aqua Verde described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

### STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Jannie Schumpert  
Signature  
Laurie Schumpert  
Printed Name  
Designer  
Title  
Time Warner Cable - Central TX  
Utility Company or District  
September 28, 2009  
Date

Please return this completed form to:

Sandra Nash  
Name  
3721 Outback Tr.  
Address  
Spicewood, TX 78669  
City/State/Zip



# SOUTHWESTERN BELL TELEPHONE COMPANY

## RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Brian Huber, GRANTEE, wherein GRANTOR does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEES, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE, situated in Travis County, Texas, and described as follows:

Lot 5, Block C, Aqua Verde, and Lot K, McDett Estate, formerly Lots 6 and 7, of said subdivision, Deed of record in Document 2009069980, Property Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easement recorded in Volume 25, Page 50, and Volume 63, Page 23, Plat Records of Travis County, Texas,

The portion of said easement to be hereby released is described as follows:

All of that 5 foot PUE on the side and rear property lines of Lots 5 and K, described above, with the exception of a 10 by 15 foot area at the front and center of Lot K, being retained,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 17 day of September, 2009

SOUTHWESTERN BELL TELEPHONE COMPANY

[Signature]

Name: William S. Gessas

Title: DESIGN MGR ENGINEERING

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. GESSAS, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 17 day of September, 2009.

Notary Public in and for the State of Texas  
My Commission Expires 2/22/2013

[Signature]



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

Case # 523X, ME-28

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 4200 Rivercrest Drive (address) and/or Lot 5, AIRC, Aqua Verde & Lot K, McDott Estate, Resub of Lot 6 & 7, AIRC (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- Checked box: We do not have need for an easement on the property as described in the accompanying document.
Unchecked box: We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Handwritten signature of Sonny Poole

Signature

Printed Name: Sonny Poole

Printed Name

Title: Acting Mayor Public Involvement & RE

Title

Utility Company or District: Austin Energy

Utility Company or District

Date: 10-13-09

Date

Please return this completed form to:

Handwritten name: Sandra Nash

Name

Address: 3721 Outback Tr.

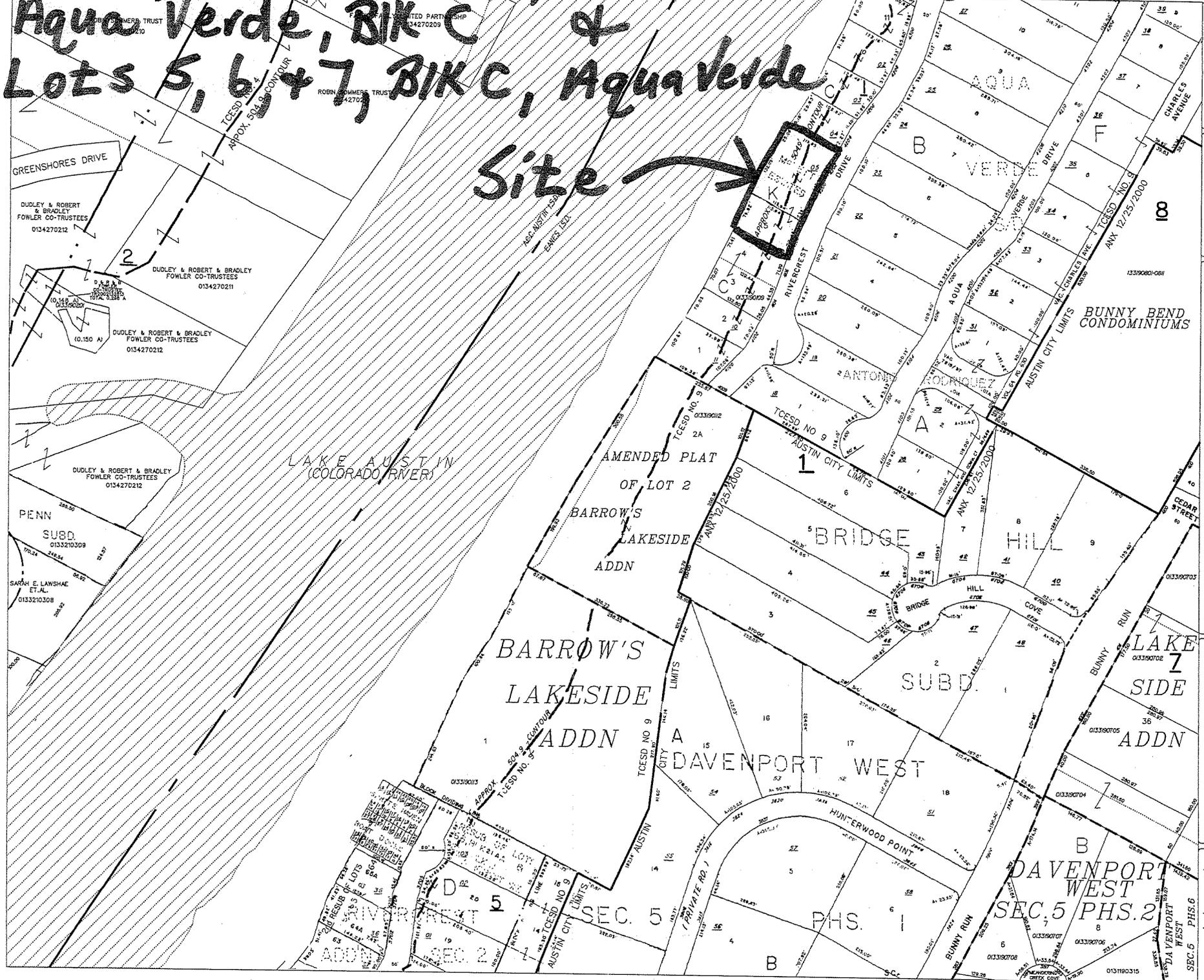
Address

City/State/Zip: Spicewood, TX 78669

City/State/Zip

Lot K, McDott Estate, Re-sub of Lot 6 & 7 of  
 Aqua Verde, BIK C  
 Lots 5, 6 & 7, BIK C, Aqua Verde

Site



REVISIONS

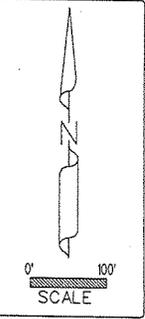
03/24/2004 GMR

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JURISDICTIONS

AUSTIN COMMUNITY COLLEGE  
 AUSTIN ISD  
 EAMES ISD  
 TCSD NO. 4  
 TCSD NO. 9  
 TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT  
 P.O. Box 149012  
 Austin, TX 78714  
 Internet Address [WWW.TRAVISCAD.ORG](http://WWW.TRAVISCAD.ORG)  
 Main Telephone Number (512) 834-9317  
 Appraisal Information (512) 834-9138  
 Fax Number (512) 836-3328  
 TDD (512) 836-3328



MAP NO.

13319

|       |       |       |
|-------|-------|-------|
| 13321 | 13519 | 13515 |
| 13121 | 13119 | 13115 |

1" = 400' MAP REFERENCE 13427

Google maps

Address **4200 Rivercrest Dr**  
**Austin, TX 78746**

Notes Lot K, McDett Estate, Re-sub of  
Lots 6 & 7, Blk C, Aqua Verda  
and Lots 5, 6, & 7, Blk C, Aqua  
Verde. Vacation of PUEs located  
on the subject lots. Precinct 3,  
Commissioner Huber.

