

# 1**Travis County Commissioners Court Agenda Request**Voting Session: February 16, 2010  
(Date)Work Session: \_\_\_\_\_  
(Date)

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

## B. Requested Text:

Receive input from the public related to the Community Development Block Grant available from the U.S. Department of Housing and Urban Development (HUD) in the following areas:

- A. Community needs and project ideas for the unincorporated areas of Travis County for Program Year 2010 (October 2010 to September 2011).  
B. Funding priorities for Program Years 2011-2013 (October 2011 to September 2014).

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

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

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

Rodney Rhoades, PBO  
Susan Spataro, Auditor's Office  
Janice Cohoon, Auditor's Office  
Kimberly Walton, Auditor's Office  
Mary Etta Gerhardt, County Attorney's Office  
Cyd Grimes, Purchasing Office  
Christy Moffett, HHSVS

Travis Gatlin, PBO  
Lee Turner, TNR  
Joe Gieselman, TNR  
Jason Walker, Purchasing Office  
Harvey Davis, HHS/VS  
Joe Gieselman, TNR

RECEIVED  
COUNTY JUDGE'S OFFICE  
19 FEB - 9 PM 2:45

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

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

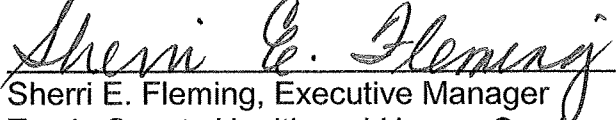
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

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

**MEMORANDUM**

**Date:** February 4, 2010

**To:** Members of the Commissioners Court

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

**Subject:** Community Development Block Grant (CDBG) Public Hearing

**Proposed Motion:**

Receive input from the public related to the Community Development Block Grant available from the U.S. Department of Housing and Urban Development (HUD) in the following areas:

- A. Community needs and project ideas for the unincorporated areas of Travis County for Program Year 2010 (October 2010 to September 2011).
- B. Funding priorities for Program Years 2011-2013 (October 2011 to September 2014).

**Summary and Staff Recommendations:**

Annually, HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2010, which spans from October 1, 2010 through September 30, 2011, Travis County is expected to receive an estimated \$ 866,380 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County

departments, and social service agencies to receive input on the community needs and proposed projects.

In addition, the CDBG program will also collect "Consolidated Planning" information from the public to determine the priorities for CDBG funding for the next three program years beginning October 2011.

Specifically, to be compliant with 24 Congressional Federal Regulation (CFR) Part 91.105 and the approved Travis County Citizen Participation Plan (CPP) effective 04/11/06, Travis County must hold a public hearing at the Travis County Commissioners Court, and one public hearing in each of the four County precincts. This is the first public hearing of this series.

During these hearings, in addition to providing input on community needs and funding priorities, the public has an opportunity to learn the purpose and intent of CDBG funds, what the eligible activities are, and the CDBG priorities the County has chosen for its Consolidated Planning 2006-2010 period. This information is available on the attached power point presentations (in English and Spanish).

A quorum of the Commissioners Court may attend.

**Budgetary and Fiscal Impacts:**

N/A

**Issues and Opportunities:**

Additional public hearings will be on:

**East Rural Community Center**  
600 W. Carrie Manor St.  
Manor, Texas, 78653

Monday, February 22, 2010 @ 6:30 pm

**Travis County Community Center**  
15822 Foothills Farm Loop, Bldg D  
Pflugerville, Texas, 78660

Wednesday, February 24, 2010 @ 6:30 pm

**West Rural Community Center**  
8656-A Hwy 71 W., Suite A  
Oak Hill, Texas, 78735

Wednesday, February 24, 2010 @ 6:30 pm

**South Rural Community Center**  
3518 FM 973  
Del Valle, Texas, 78617

Thursday, February 25, 2010 @ 6:30 pm

Those that are not able to attend the public hearings have an opportunity to provide their input in writing by filling out a Citizen Participation Form found at the Travis County



CDBG website [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) and at one of the seven Travis County Community Centers. Upon request, the form can also be mailed out.

**Background:**

On Tuesday, January 19, 2010, the Travis County Commissioners Court approved the public hearing dates and advertisements for the spring public hearings. Notice of the public hearings 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.

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 Community 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 and a suitable living environment and by expanding economic opportunities for low and moderate income persons.



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

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## **Identifying Community Needs and Project Ideas Spring 2010**

**Health & Human Services  
and Veteran Services (HHS & VS) Department**

# Identifying Community Needs

Attend a public hearing & help Travis County determine projects for approx. \$866,380 in CDBG funds for the period Oct 2010 - Sept 2011

## Times and Locations:

<b>Feb. 16, 2010 @ 9:00 am</b>	<b>Feb. 22, 2010 @ 6:30 pm</b>	<b>Feb. 24, 2010 @ 6:30 pm</b>	<b>Feb. 24, 2010 @ 6:30 pm</b>	<b>Feb. 25, 2010 @ 6:30 pm</b>
Travis County Granger Building Commissioners Courtroom 314 W. 11th St. Austin, TX	East Rural Community Center 600 W Carrie Manor St. Manor, TX,	Travis County Community Center 15822 Foothills Farm Loop, Bldg D Pflugerville, TX	West Rural Community Center 8656-A Hwy 71 W., Suite A Oak Hill, TX	South Rural Community Center 3518 FM 973 Del Valle, TX

# During the Public Hearings...

The public can:

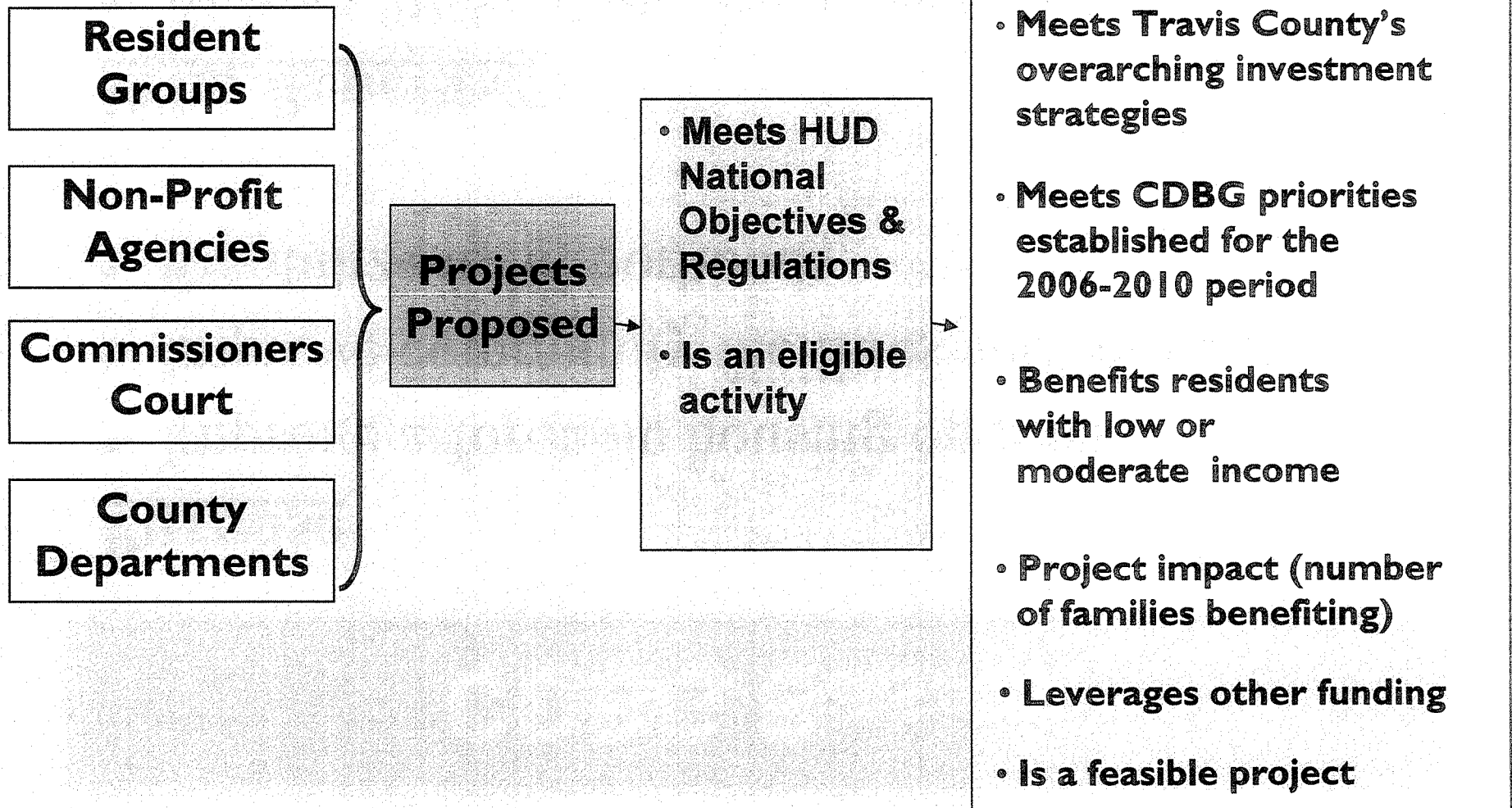
- Prioritize funding areas & identify projects ideas for the Program Year 2010
- Determine funding areas for Program Years 2011 -2013

## Other Ways to Participate

- **Participation Form:** available to residents in electronic form or by mail
- **Project Proposal Form:** available to resident groups, agencies, or county departments that have specific project ideas (also in electronic form or by mail)

# How are projects Prioritized?

## Evaluation Criteria



# CDBG Basics

## **Purpose**

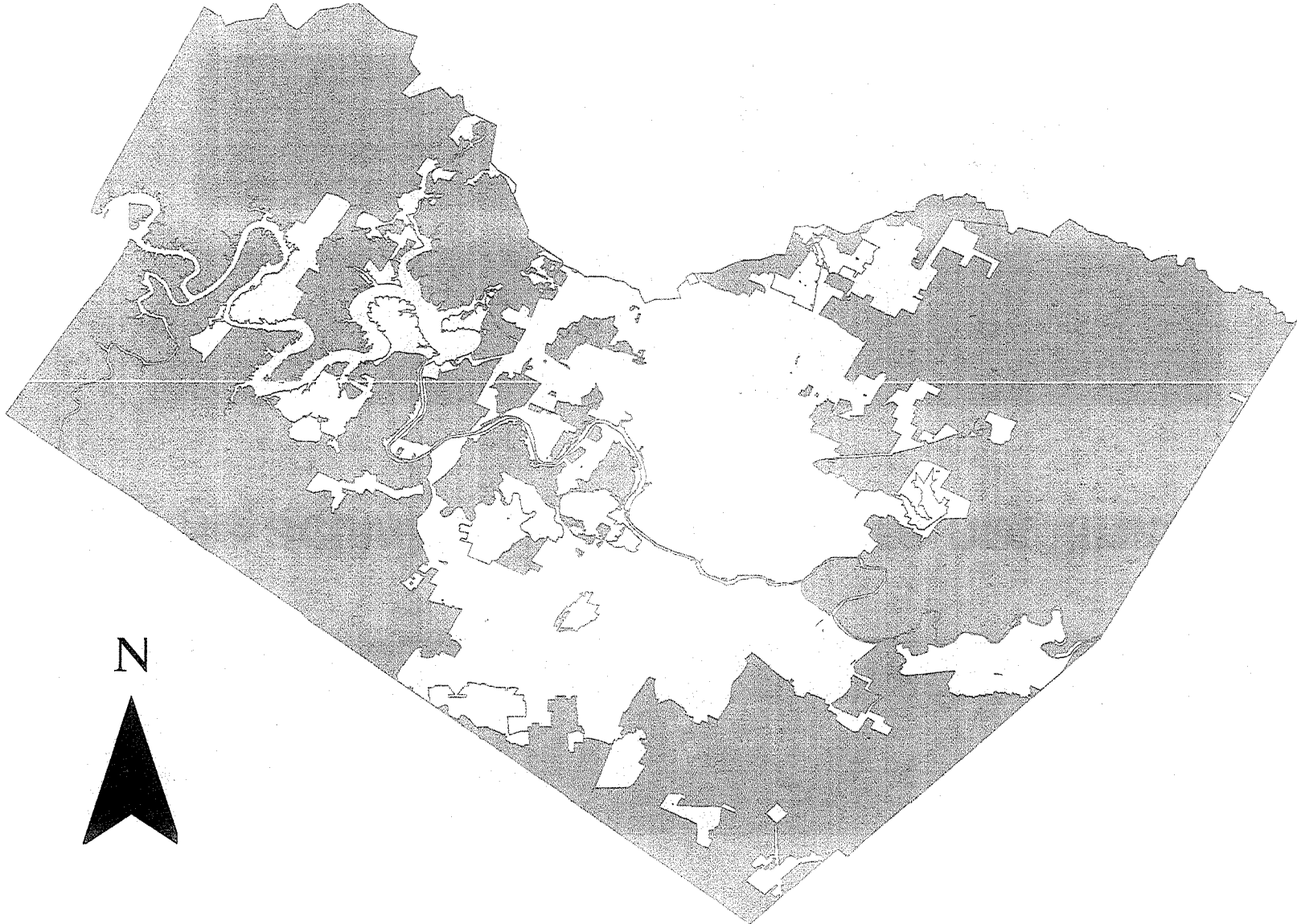
- Improve affordable housing options
- Improve community facilities and services
- Revitalize neighborhoods

## **Who Benefits?**

- At least 70 % of the funds must benefit residents with low or moderate income that live in the unincorporated areas of the County



# Projects must focus in the Unincorporated Areas (Gray Areas)





# Eligible Activities

Eligible activities include but are not limited to:

Economic Development

Public Services

Redevelopment  
(Improvements)

Planning

Housing

# Ineligible Activities

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Construction of new housing by units of general local government
- Certain income payments
- Political activities

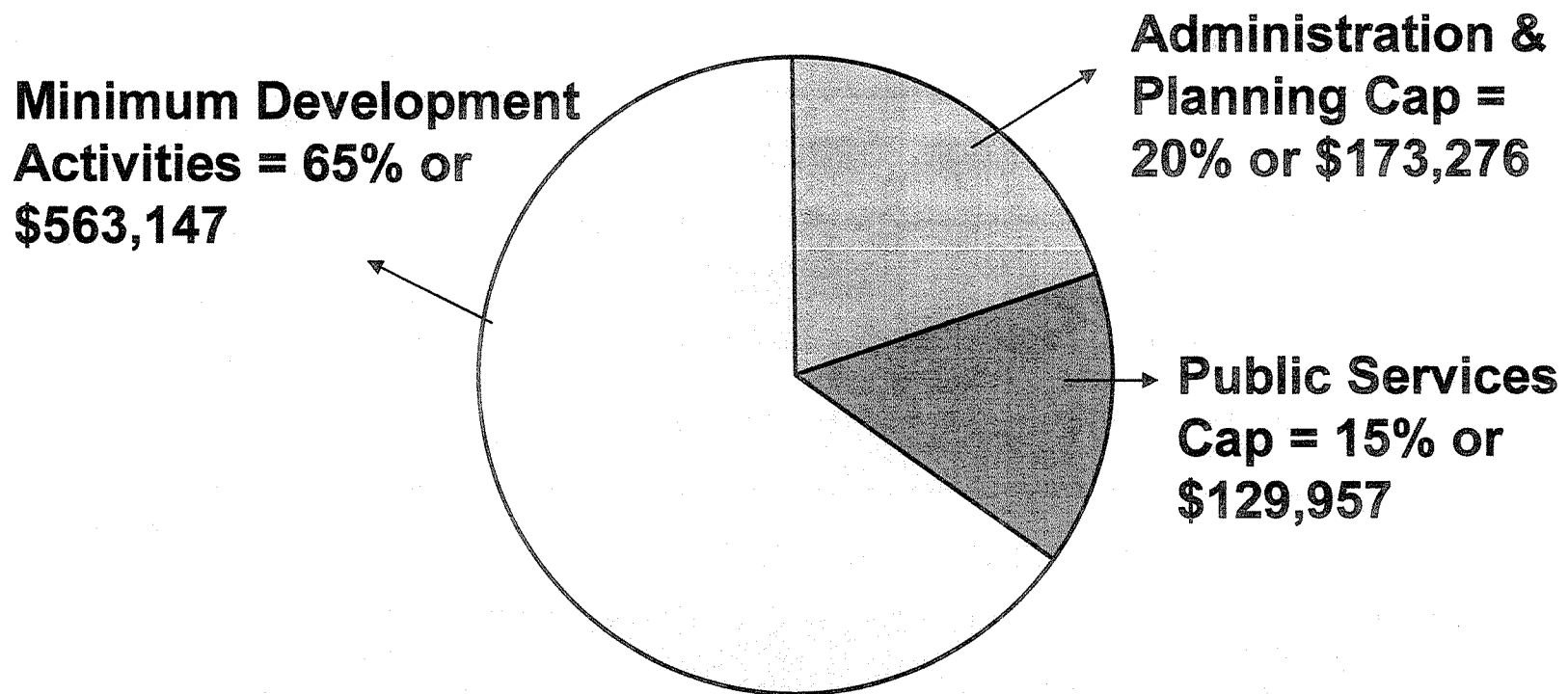
# CDBG Priorities: 2006 - 2010

Priorities set during the Consolidated Plan process

1. Water/Sewer Improvements
2. Street Improvements
3. Owner Housing: Production of New Units
4. Owner Housing: Rehabilitation of Existing Units
5. Infrastructure to Support Affordable Housing Development
6. Youth Services
7. Public Services, Other

# **Program Year 2010**

## **Estimated Grant : \$866,380\***



\*Grant amount estimate is based on PY09's actual allocation

# CDBG Project History

Project	Year 1	Year 2	Year 3	Year 4
Land for the construction of affordable homes	\$250,000	\$195,518	\$500,000	
Home Repairs			\$106,136	\$130,000
Homebuyer Assistance				\$528,000
Water Improvements - Northridge Acres	\$200,000			
Road Improvements - Apache Shores	\$305,000	\$500,000		
Road Improvements - Lava Lane			\$83,659	\$60,000
Social Work Services		\$64,000	\$64,788	\$35,000
Youth Services				\$32,100
Water/Sewer/Road Project Planning		\$88,727	\$108,704	
Administration			\$53,505	\$81,380
<b>Total</b>	<b>\$838,659</b>	<b>\$848,245</b>	<b>\$833,133</b>	<b>\$866,380</b>

# Spring 2010 -Next Steps

February	March	April	May	June	July	August
Five Public Hearings: Identifying community needs and project ideas	Submission of Project Ideas by March 31 <sup>st</sup>	Evaluation of Project Ideas		Travis County Commissioners Court Approves Projects		Final approval of projects by the Commissioners Court and Submission to HUD by the 15th
				Two Public Hearings and a 30-day Comment Period to comment on proposed projects		



# CDBG Contact Information

**Website:** [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG)

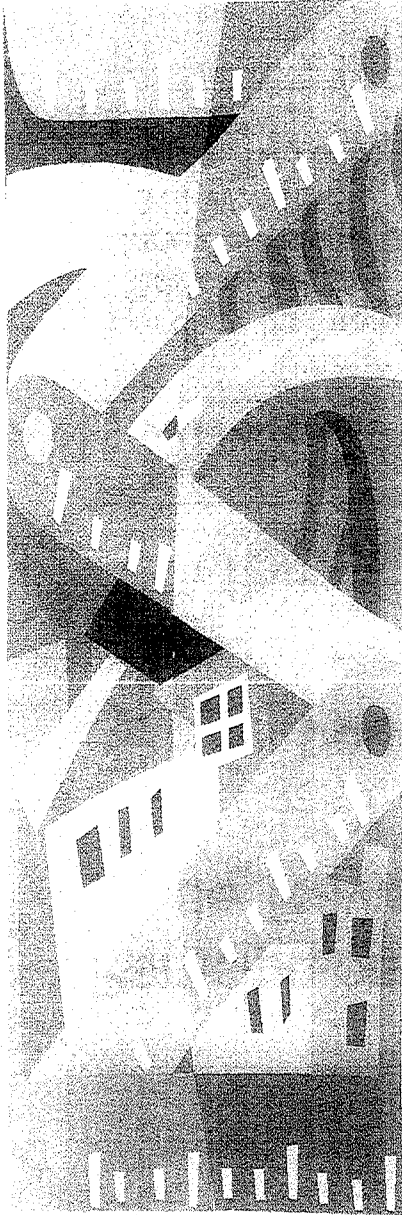
**Contact Person:** Christy Moffett, LMSW, Senior Planner

**E-mail:** [Christy.Moffett@co.travis.tx.us](mailto:Christy.Moffett@co.travis.tx.us)

**Phone:** 512-854-3460

**Fax:** 512-854-4115

**Address:** P.O. Box 1748 Austin, Texas, 78767



# **Condado de Travis Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG)**

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## **Identificación de Necesidades Comunitarias e Ideas de Proyectos Primavera 2010**

**Departamento de Salud y Servicios Humanos y Servicios  
de Veteranos (HHS & VS)**



# Identificación de Necesidades Comunitarias

Participa en una audiencia o foro público y ayuda al Condado de Travis a determinar proyectos para un estimado de \$866,380 en fondos CDBG para el periodo de Octubre 2010 a Septiembre 2011

## Ubicación y Horarios de los Foros Públicos:

Feb. 16, 2010 a las 9:00 am	Feb. 22, 2010 a las 6:30 pm	Feb. 24, 2010 a las 6:30 pm	Feb. 24, 2010 a las 6:30 pm	Feb. 25, 2010 a las 6:30 pm
Condado de Travis Edificio Granger Corte Comisionada 314 W. 11th St. Austin, TX 78701	Centro Comunitario Rural del Este 600 W Carrie Manor St. Manor, TX,	Centro Comunitario del Condado de Travis 15822 Foothills Farm Loop, Bldg D Pflugerville, TX	Centro Comunitario Rural del Oeste Center 8656-A Hwy 71 W., Suite A Oak Hill, TX	Centro Comunitario Rural del Sur Center 3518 FM 973 Del Valle, TX

# **Durante los Foros Comunitarios....**

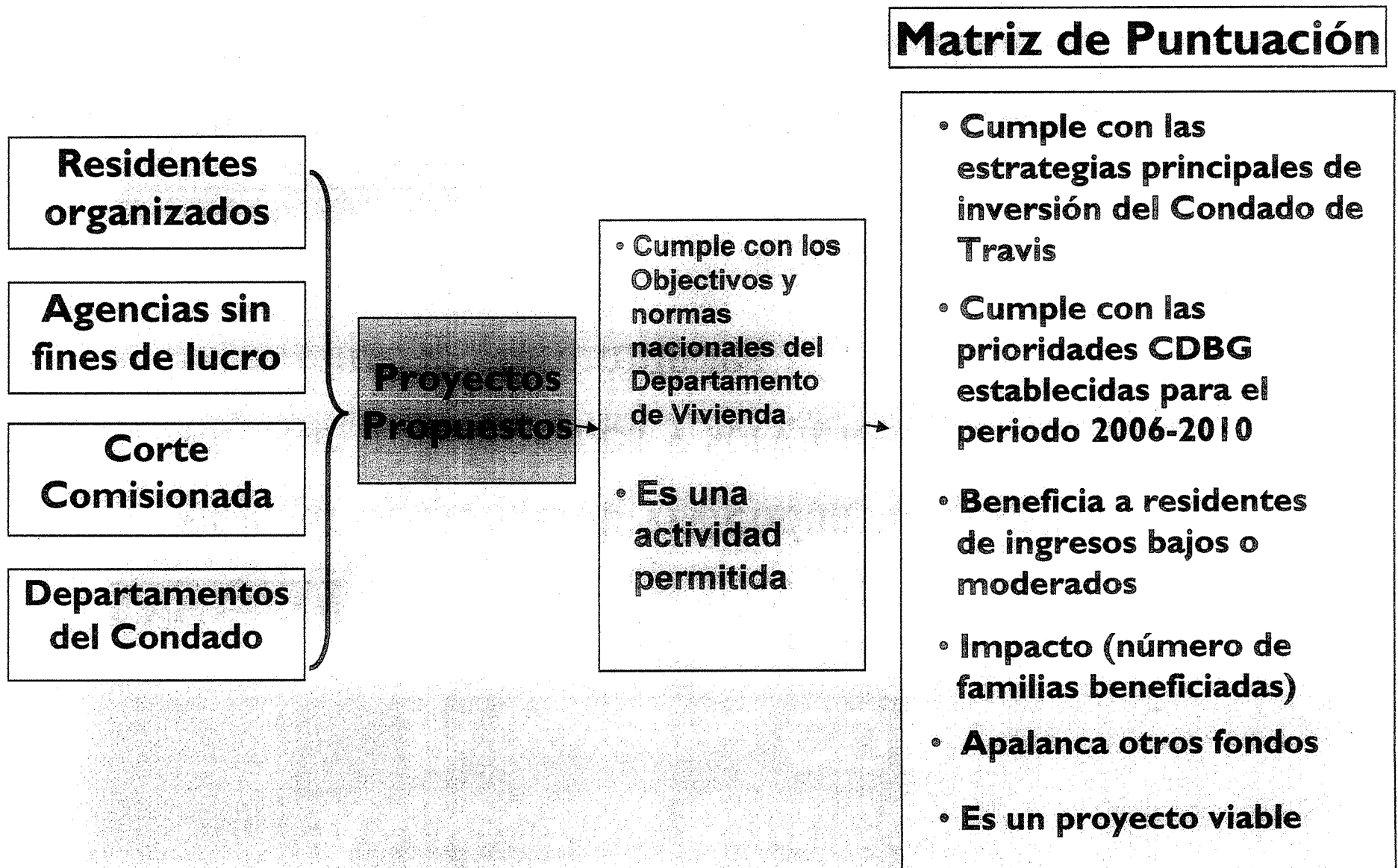
**El público  
tendrá la oportunidad de:**

- **Priorizar áreas de apoyo con fondos CDBG e identificar ideas de proyectos para el año programático 2010**
- **Determinar areas de apoyo con fondos CDBG para los año programáticos 2011-2013**

# **Otras Maneras de Participar**

- **Planilla de Participación:** disponible a residentes en forma electrónica y por correo
- **Planilla de Propuesta de Proyectos:** disponible a vecinos organizados, agencias, o departamentos del condado que tengan ideas específicas de proyectos (también disponible en forma electrónica y por correo)

# ¿Cómo se priorizan los Proyectos?



# Aspectos Básicos del Programa CDBG

## Objetivo

- Mejorar opciones de viviendas asequibles
- Mejorar instalaciones y servicios comunitarios
- Estimular las comunidades

## Beneficiarios

- Por lo menos el 70 % de los fondos deben beneficiar a residentes de ingresos bajos y medianos que viven en las áreas no incorporadas del Condado

# Los Proyectos deben enfocarse en las Areas No Incorporadas (Area Gris)



# Actividades Permitidas

El programa CDBG puede implementar una variedad de actividades incluyendo entre otras las siguientes:

Desarrollo Económico

Servicios Públicos

Renovación de Zonas  
Urbanas  
(Mejoramiento)

Planificación

Vivienda

# Actividades No Permitidas

Generalmente, las actividades presentadas a continuación no son permitidas:

- Adquisición, construcción, o reconstrucción de edificios para el uso general del gobierno
- Construcción de nuevas viviendas por unidades del gobierno local
- Pagos de ciertos ingresos
- Actividades políticas



# **Prioridades CDBG: 2006 - 2010**

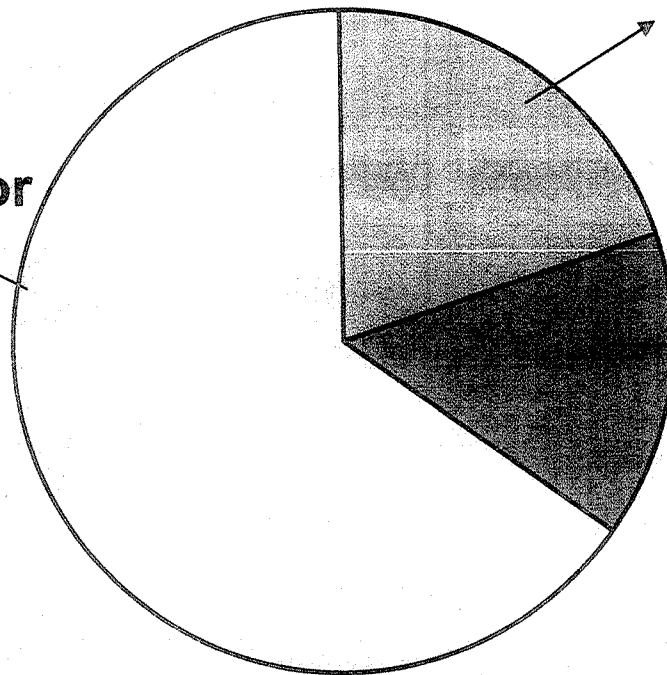
## **Prioridades establecidas durante el Proceso de Plan Consolidado**

1. Mejoramientos de sistema de aguas blancas y negras
2. Mejoramiento de calles
3. Producción de nuevas viviendas propias a precios asequibles
4. Rehabilitación de Viviendas Propias
5. Infraestructura para apoyar el desarrollo de viviendas a precios asequibles
6. Servicios para Jóvenes
7. Servicios Públicos, Otros

# **Años Programático 2010**

## **Fondos Estimados : \$866,380\***

**Cantidad Mínima  
Actividades de  
Desarrollo = 65% or  
\$563,147**



**Cantidad Tope:  
Administración y  
Planificación =  
20% or \$173,276**

**Cantidad Tope  
Servicios  
Públicos =  
15% or \$129,957**

**\*La cantidad de fondos es un estimado basado en la  
cantidad recibida en el Año Programático 2009**

# Proyectos de Años Anteriores

Proyectos	1er Año	2do Año	3er Año	4to Año
Terreno para la construcción de Nuevas Viviendas	\$250,000	\$195,518	\$500,000	
Reparación de Viviendas			\$106,136	\$130,000
Asistencia para la compra de Viviendas				\$528,000
Mejoramiento de Servicio de Agua: Northridge Acres	\$200,000			
Mejoramiento de calles: Apashe Shores	\$305,000	\$500,000		
Mejoramiento de calles: Lava Lane			\$83,659	\$60,000
Servicios de Trabajo Social		\$64,000	\$64,788	\$35,000
Servicios para Jóvenes				\$32,100
Planificación de proyectos de Aguas Blancas/Negras /Carreteras		\$88,727	\$108,704	
Administración			\$53,505	\$81,380
<b>Total</b>	<b>\$838,659</b>	<b>\$848,245</b>	<b>\$833,133</b>	<b>\$866,380</b>

# Primavera 2010 – Próximos Pasos

Febrero	Marzo	Abril	Mayo	Junio	Julio	Agosto
Cinco (5) Audiencias Públicas para conocer las necesidades comunitarias e ideas de proyectos	Evaluación de Ideas de Proyectos			Aprobación de Proyectos por la Corte Comisionada del Condado		Aprobación Final de proyectos por la Corte Comisionada y presentación a HUD antes del 15 de Agosto
Fecha tope para presentar propuestas: 31 de Marzo				Dos (2) Audiencias Públicas y un periodo de de 30 días para comentar los proyectos propuestos		

# Información de Contacto

**Página Web:** [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG)

**Persona de Contacto:**

Christy Moffett, LMSW, Planificadora Superior

**Correo Electrónico:** [Christy.Moffett@co.travis.tx.us](mailto:Christy.Moffett@co.travis.tx.us)

**Teléfono:** 512-854-3460

**Fax:** 512-854-4115

**Dirección Postal:** CDBG - P.O. Box 1748

Austin, Texas, 78767

**Travis County Commissioners Court Agenda Request**Meeting Date: February 16, 2010I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

**APPROVE PROCLAMATION DESIGNATING FEBRUARY 2010 AS  
"BLACK HISTORY MONTH" IN TRAVIS COUNTY.**C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

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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

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



## Proclamation

**Whereas,** Each February, we proudly recognize important African Americans and events that have shaped American culture, and celebrate those individuals in the same month that President Abraham Lincoln and abolitionist Frederick Douglass were born;

**Whereas,** The national theme for this year's Black History Month is *"The History of Black Economic Empowerment."* We are called to reflect upon the journey African Americans have made to achieve independence and self reliance, while we continue to move forward, as the Austin Independent School District ("AISD") moves forward with its theme for this year's Black History Month, *"Faces of the Future"*;

**Whereas,** After centuries of toil as slaves, African Americans gained their freedom and found themselves in the struggle to make a living. Despite the black codes which often prevented blacks from owning land, organized labor shutting their doors to blacks and businesses denying blacks employment opportunities, African Americans beat the odds, refused to be excluded from the economy and became some of America's most successful and influential economic pioneers; and

**Whereas,** This year AISD will sponsor its 27th annual "African American Heritage" Celebration and honor those who have made positive contributions to AISD and Travis County communities, on Sunday, February 21, 2010 at 3pm at the Delco Activity Center.

**NOW, THEREFORE, BE IT PROCLAIMED,** that the Travis County Commissioners Court does hereby designate the month of February 2010 as

### "BLACK HISTORY MONTH"

in Travis County, Texas and urge all residents to participate with the Austin Independent School District in this year's observance.

Signed and entered this 16<sup>th</sup> day of February, 2010.

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SAMUEL T. BISCOE  
Travis County Judge

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RON DAVIS  
Commissioner, Pct. 1

---

SARAH ECKHARDT  
Commissioner, Pct. 2

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KAREN L. HUBER  
Commissioner, Pct. 3

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MARGARET J. GÓMEZ  
Commissioner, Pct. 4

3

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

COUNTY JUDGE'S OFFICE

10 FEB 11 PM 1:41

2/16/2010**TRANSFERS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T2		011	5740	555	6312	Rec.Mngt	Law Book Replacements		\$ 640	1
		011	5740	555	2005	Rec.Mngt	Retirement Contribution	\$ 640		
T3		011	5740	555	3002	Rec.Mngt	Software		\$ 1,500	1
		011	5741	555	6312	Rec.Mngt	Law Book Replacements		\$ 4,060	
		011	5740	555	0801	Rec.Mngt	Reg.Salaries-Temp Empl	\$ 5,560		
T4		001	5500	557	9001	CJP	Co. Contribution to Grant		\$ 4,361	4
		001	5500	557	0801	CJP	Reg.Salaries-Temp Empl	\$ 3,653		
		001	5500	557	2002	CJP	FICA - OASDI	\$ 229		
		001	5500	557	2005	CJP	Retirement Contribution	\$ 418		
		001	5500	557	2006	CJP	Worker's Compensation	\$ 8		
		001	5500	557	2007	CJP	FICA - Medicare	\$ 53		
T5		001	0900	519	0701	PBO	Reg.Salaries-Permnt Empl		\$ 4,800	7
		001	0900	519	0801	PBO	Reg.Salaries-Temp Empl	\$ 4,800		



## Budget Adjustment: 20279

Fyr \_ Budget Type: 2010-Reg

Author: 57 - DAWKINS, CATHY

Created: 2/9/2010 12:41:37 PM

PBO Category: Transfer

Court Date: Tuesday, Feb 16 2010

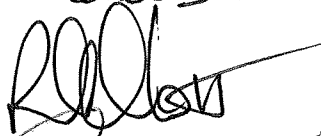
Dept: RECORDS MANG &amp; COMM RESRC

Just: Other

Temp-Slot #20003-from 02 to an 05 position-This is for the remainder of FY'10.

From Account	Acct Desc	Project	Proj Desc	Amount
011-5740-555-6312	LAW BOOK REPLACEMENTS			640
				640
To Account		Project		Amount
011-5740-555-2005	RETIREMENT CONTRIBUTION			640
				640

Approvals	Dept	Approved By	Date Approved
Originator	57	CATHY DAWKINS	2/9/2010 12:44:12 PM
DepOffice	57	THOMAS ASHBURN	2/9/2010 12:45:59 PM

PBO concurs. 2/9/10  
  
 Robert Ashburn 2/11/10

## Budget Adjustment: 20280

Fyr \_ Budget Type: 2010-Reg

Author: 57 - DAWKINS, CATHY

Created: 2/9/2010 12:43:24 PM

PBO Category: Transfer

Court Date: Tuesday, Feb 16 2010

Dept: RECORDS MANG &amp; COMM RESRC

Just: Other

Temp-Slot #20003-slot will change from 02 to an 05 position. This is to fund the remainder of FY'10.

From Account	Acct Desc	Project	Proj Desc	Amount
011-5740-555-3002	SOFTWARE			1,500
011-5741-555-6312	LAW BOOK REPLACEMENTS			4,060
				5,560
To Account		Project		Amount
011-5740-555-0801	REG SALARIES-TEMP EMPL			5,560
				5,560

Approvals	Dept	Approved By	Date Approved
Originator	57	CATHY DAWKINS	2/9/2010 12:44:11 PM
DepOffice	57	THOMAS ASHBURN	2/9/2010 12:45:57 PM

PBO Concurs. 2/09/10  
 R. H. Hays  
 Thomas Hays 2/11/10

**Randy Lott - Slot #20003-Temp Worker-Change in Status**

---

**From:** Cathy Dawkins  
**To:** Randy Lott  
**Date:** 2/9/2010 1:02 PM  
**Subject:** Slot #20003-Temp Worker-Change in Status  
**CC:** Lisa Rush

---

Randy,

Slot #20003 will change from a status 02, less than six months to a project worker, status 05 in March 2010. These transfers are to fund the change in status now that retirement will be deducted from her check and for her salary for the remainder of FY'10.

If you have any questions, please call me.

Thanks, Cathy

3

## Budget Adjustment: 20284

Fyr \_ Budget Type: 2010-Reg

Author: 55 - CULLEN, JULIANNA

Created: 2/9/2010 2:52:26 PM

PBO Category: Transfer

Court Date: Tuesday, Feb 16 2010

Dept: CRIMINAL JUSTICE PLANNING

Just: Other

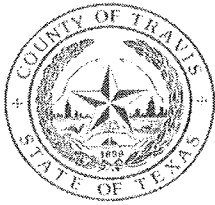
Request to cover expenses to incur additional interns. Funding to be moved from County Contribution due to an expected return on prior year funding for grant funds 647 & 648. All issues will be addressed in letter to PBO dated 2/9/10. CullenJ

From Account	Acct Desc	Project	Proj Desc	Amount
001-5500-557-9001	COUNTY CONTRBUTN TO GRANT			4,361
				4,361
To Account		Project		Amount
001-5500-557-0801	REG SALARIES-TEMP EMPL			3,653
001-5500-557-2002	FICA TAX - OASDI			229
001-5500-557-2005	RETIREMENT CONTRIBUTION			418
001-5500-557-2006	WORKER'S COMPENSATION			8
001-5500-557-2007	FICA TAX - MEDICARE			53
				4,361

Approvals	Dept	Approved By	Date Approved
Originator	55	JULIANNA CULLEN	2/9/2010 2:55:06 PM
DepOffice	55	ROGER JEFFERIES	2/9/2010 2:57:02 PM

Grant savings verified. PBO concurs

*Julianne Cullen* 2/9/10  
*Roger Jeffries* 2/11/10



## **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger W. Jefferies, Executive Manager**

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

To: Rodney Rhoades, Executive Manager, PBO  
Katie Peterson, Budget Analyst, PBO

Through: Roger Jefferies, Executive Manager, Justice and Public Safety

From: Julie Cullen, Financial Analyst, Criminal Justice Planning

Date: February 9, 2010

Subject: Budget Adjustment #20284 - \$4,361.00  
County Contribution (Line Item 001-5500-557-9001) into  
Multiple Salary Line Items

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

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

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

Criminal Justice Planning is respectfully requesting the approval of budget adjustment #20284, in the amount of \$4,361.00. This budget adjustment is intended to fund the uncovered portions of two (2) intern positions. The first intern position is designated for a Criminal Justice Intern from Austin Community College with an hourly rate of \$15/hour, not to exceed 20 hours a week. This person will specifically focus on learning the inter-workings of the Criminal Justice System. The second intern will be utilized as a temporary Office Assistant for the Offender Workforce Program. This position if funded will pay \$10.01/hour, not to exceed 15 hours a week. This program is designed to assist ex-offenders in finding and maintaining employment within Travis County.

Criminal Justice Planning is requesting these funds be moved from our County Contribution line item (001-5500-557-9001) into multiple salary line items (see attached spreadsheet). We anticipate having a surplus in the County Contribution line item, due to unused FY 09 grant funds which are being rolled over by the grantor for the Offices of Child and Parental Representation. These rollover funds were intended to be used to lower the budgeted County Contributions for these grants.

If you have any further questions, please do not hesitate contacting me.

Intern	Hours	Rate
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Judge's Office		
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Feb 1-5	20	15	300
Feb 8-12	20	15	300
Feb 15-19	20	15	300
Feb 22-26	20	15	300
March 1-5	20	15	300
March 8-12	20	15	300
March 15-19	20	15	300
March 22-26	20	15	300
March 29-April 2	20	15	300
April 5 - 9	20	15	300
April 12-16	20	15	300
April 19-23	20	15	300
April 26-April 30	20	15	300
May 3-7	20	15	300
May 10-14	20	15	300
May 17-21	20	15	300
May 24-28	20	15	300
	340		5100

0801	Gross Pay	\$ 7,650.00
2002	FICA	\$ 478.13
2003	Hospitalization	\$ -
2004	Life	\$ -
2005	Retirement	\$ 875.16
2006	W/C	\$ 14.92
2007	Medicare	\$ 110.93
	Total	\$ 9,129.13

Current Available

0801	Gross Pay	\$ 3,997.50
2002	FICA	\$ 249.84
2003	Hospitalization	\$ -
2004	Life	\$ -
2005	Retirement	\$ 457.31
2006	W/C	\$ 7.80
2007	Medicare	\$ 57.96
		\$ 4,770.42

Intern	Hours	Rate
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OWD Intern		
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Feb 1-5	15	10	150
Feb 8-12	15	10	150
Feb 15-19	15	10	150
Feb 22-26	15	10	150
March 1-5	15	10	150
March 8-12	15	10	150
March 15-19	15	10	150
March 22-26	15	10	150
March 29-April 2	15	10	150
April 5 - 9	15	10	150
April 12-16	15	10	150
April 19-23	15	10	150
April 26-April 30	15	10	150
May 3-7	15	10	150
May 10-14	15	10	150
May 17-21	15	10	150
May 24-28	15	10	150
	255		2550

Current Needed

0801	Gross Pay	\$ 3,652.50
2002	FICA	\$ 228.28
2003	Hospitalization	\$ -
2004	Life	\$ -
2005	Retirement	\$ 417.85
2006	W/C	\$ 7.12
2007	Medicare	\$ 52.96
		\$ 4,358.71

Amount to transfer fm CC	\$ 4,358.71
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## Budget Adjustment: 20257

Fyr \_ Budget Type: 2010-Reg

Author: 9 - BROUSSARD, CHRISTOPHER

Created: 2/8/2010 10:25:07 AM

PBO Category: Transfer

Court Date: Tuesday, Feb 16 2010

Dept: PLANNING AND BUDGET

Just: Other

Transfer temporary salary savings from regular salaries to fund ACC Intern for 4 months of half-time

From Account	Acct Desc	Project	Proj Desc	Amount
001-0901-519-0701	REG SALARIES-PERMNT EMPL			4,800
				4,800
To Account		Project		Amount
001-0900-519-0801	REG SALARIES-TEMP EMPL			4,800
				4,800

Approvals

Dept

Approved By

Date Approved

Originator

9

CHRISTOPHER BROUSSARD



2/8/2010 10:25:17 AM

DepOffice

9

JESSICA RIO

2/9/2010 03:49:04 PM

PBO concurs.   
 2/11/10  
 2/11/10

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Real Estate
<b>\$2,892,971 Current Balance</b>			

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

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
<b>(\$1,731,688) Total Possible Future Expenses (Earmarks)</b>	

**\$1,161,283 Remaining Allocated Reserve Balance After Possible Future Expenditures**

8



Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
(\$11,205)	Sheriff	11/24/09	SWAP
(\$2,215)	Facilities	12/22/09	Real Estate
(\$29,995)	TNR	12/22/09	Sidewalk Maintenance Program
(\$13,395)	TNR	1/8/10	Motorcycle Replacement
<b>\$397,413 Current Reserve Balance</b>			

***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>	

**\$301,913 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
(\$2,161,824)	ITS	12/15/09	Computer Equipment
(\$50,000)	Tax	12/15/09	Reimbursement Resolution
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution
<b>\$39,336,861 Current Reserve Balance</b>			

4 ✓

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB -9 AM 9:55

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

Voting Session:

February 16, 2010

I. A. Request made by:

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

**CONSIDER AND TAKE APPROPRIATE ACTION  
ON ISSUES RELATED TO THE PROPOSED  
FISCAL YEAR 2011 BUDGET GUIDELINES.**

Approved by:

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

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

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

III. Required Authorizations: Please check if applicable:

**Planning and Budget Office (854-9106)**

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

**Human Resources Department (854-9165)**

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

**Purchasing Office (854-9700)**

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

**County Attorney's Office (854-9415)**

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

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

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

5✓

Please consider the following item for:

COUNTY JUDGE'S OFFICE  
10 FEB -9 AM 10:32

02-16-10

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

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

- a) Annual application to the Texas Department of Transportation for the Travis County Sheriff's Office to resume the Selective Traffic Enforcement Program that provides overtime resources to target alcohol and speed offense related enforcement.
- b) New grant contract with the Capital Area Council of Governments (CAPCOG) to support existing solid waste enforcement and illegal dumping programs in the Transportation and Natural Resources Department.

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



## FY 2010 Grants Summary Report

### Outstanding Grant Applications

*The following is a list of grants for which application has been submitted since October 1, 2009, and the notification of award has not yet been received. American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.*

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517	\$0	\$0	\$8,517	0	10/6/2009
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	10/6/2009
14	<b><i>American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation</i></b>	<b><i>12/4/2009-4/30/2011</i></b>	<b><i>\$2,000,000</i></b>	<b><i>\$360,000</i></b>	<b><i>\$40,000</i></b>	<b><i>\$2,400,000</i></b>	<b><i>0</i></b>	<b><i>10/27/2009</i></b>
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0	11/24/2009
12	BJA Federal SAVNS - Courts Only	11/30/2009 - 3/31/2011	\$22,972	\$0	\$0	\$22,972	0	12/8/2009
49	Transportation Enhancement Program	FY 2011 - FY 2014	\$3,419,066	\$854,766	\$0	\$4,273,832	0	12/8/2009
37	<b><i>Recovery Act - STOP Violence Against Women Act (ARRA)</i></b>	<b><i>4/1/2010 - 3/31/2011</i></b>	<b><i>\$10,080</i></b>	<b><i>\$0</i></b>	<b><i>\$0</i></b>	<b><i>\$10,080</i></b>	<b><i>0</i></b>	<b><i>12/15/2009</i></b>
37	<b><i>Recovery Act - STOP Violence Against Women Act (ARRA) Amended 12/15/09 application</i></b>	<b><i>4/1/2010 - 3/31/2011</i></b>	<b><i>\$64,599</i></b>	<b><i>\$0</i></b>	<b><i>\$0</i></b>	<b><i>\$64,559</i></b>	<b><i>1</i></b>	<b><i>12/22/2009</i></b>
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	\$67,200	\$67,200	\$0	\$134,400	0	12/29/2009
58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,290	\$164,583	\$104,598	\$564,471	0	1/19/2010

45	JABG (Local) Juvenile Assessment Center	9/1/2010 - 8/31/2011	\$110,115	\$12,235	\$0	\$122,350	1.37	1/26/2010
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0.5	2/2/2010
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	2/2/2010
45	Juvenile Drug Court and In-Home Family Services	9/1/2010 - 8/31/2011	\$178,200	\$19,800	\$0	\$19,800	0.24	2/9/2010
Multip le Depts	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/9/2010

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\$7,859,998	\$1,659,079	\$144,598	\$9,485,435	7.61
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## FY 2010 Grants Approved by Commissioners Court

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	Energy Efficiency and Conservation Block Grants - Recovery (ARRA)	10/2009 - 04/2011	\$2,207,900	\$0	\$0	\$2,207,900		10/6/2009
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000	\$0	\$7,575,000		10/6/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	04/01/2009 - 12/31/2009	\$41,666	\$0	\$0	\$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	\$0	\$134,400		10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032	\$0	\$0	\$3,198,032		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	\$0	\$175,000		11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296	\$0	\$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	\$100,000	\$0	\$0	\$100,000		11/17/2009
37	2009 Byrne Justice Assistance Grant	3/1/2009 - 2/28/2013	\$495,000	\$0	\$0	\$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	\$0	\$0.00	\$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	\$1,000,000	\$1,000,000	\$0.00	\$2,000,000		11/17/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	9/1/2009 - 8/31/2010	\$23,800	\$23,800	\$0	\$47,600		11/17/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	10/24/2009 - 10/25/2009	\$7,000	\$0	\$0.00	\$7,000		11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905	\$0	\$0	\$106,905		11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000		12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279	\$0	\$0	\$988,279		12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000	\$0	\$0	\$20,000		12/15/2009
23	Project Safe Neighborhoods	12/1/2009 - 12/31/2010	\$29,410	\$0	\$0	\$29,410	1	1/5/2010
58	Atmos Energy Keeping the Warmth Program	2/12/2010 - 1/31/2010	\$25,000	\$0	\$0	\$25,000	0	2/9/2010
			\$15,836,152	\$2,763,511	\$119,504	\$18,719,167	10.33	

52

## FY 2010 Grants Summary Report

## Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009	11/3/2009	Yes
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009	11/10/2009	Yes
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009	11/3/2009	Yes
58	Casey Family Programs Community and Family Reintegration Project	\$9,726	\$9,726	\$19,452	1	12/22/2009	1/1/2010 - 12/31/2010	Pending
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010		Awaiting contract
Totals		\$28,888	\$28,888	\$487,776	4			

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

9

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

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

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

**Grant Contracts approved by Commissioners Court**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County 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. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
<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 (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)	\$ -	\$ -	\$ 5,663,322	\$ 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>\$ 11,419,539</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.

**Outstanding Grant Applications**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Criminal Justice Planning	National Initiatives: Adjudication Program (ARRA) <i>This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 150,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,249,447	TBD	\$2,249,447	TBD		\$ -		\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. <i>One-time ARRA funding for lap tops for TCSO and one-time funding for a Victim Counselor, lap top computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.</i>	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from OJJD. <i>Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448	\$ -	\$ 130,350
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. <i>Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -	\$ -	\$ 199,970
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. <i>Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.</i>	\$ -	\$ -	\$ 2,000,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Totals		\$0	\$0	\$5,663,322	\$360,000	\$2,649,737	\$101,432	\$330,116	\$176,432	\$246,907	\$223,880	\$0	\$506,752

**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 Sheriff's Office
Contact Person/Title:	Karen Maxwell
Phone Number:	854-7508

Grant Title:	TXDOT Selective Traffic Enforcement Program –FY2011 STEP Wave			
Grant Period:	From:	10/1/2010	To:	09/30/2011
Grantor:	Texas Department of Transportation			
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:		\$10,702				\$10,702
Operating:				\$1,925		\$1,925
Capital Equipment:						
Indirect Costs:						
Total:	0	\$10,702		\$1,925		\$12,627
FTEs:						

<b>Auditor's Office Review:</b> X	Staff Initials: <u>NS</u>
<b>Auditor's Office Comments:</b> _____	
<b>County Attorney's Office Contract Review:</b> X	Staff Initials: <u>JC</u>

Performance Measures	FY 09 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/08	3/31/09	6/31/09	9/30/09	
DWI	514					529
Traffic Citations	50,697					50,997
Outcome Impact Description	Increase speed compliance rate to 45%					
Outcome Impact Description						
Outcome Impact Description						



**PBO Recommendation:**

PBO concurs with this grant application. The county match, for this long-standing program, is included within the FY 10 Adopted Budget and the FY 11 Budget Target amount.

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 goal of the program is to reduce the number of DWI related crashes as well as speed related crashes in Travis County. This grant will provide overtime for additional enforcement efforts to target speeding and DWI.

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

None, however, Travis County has participated in STEP Wave for more than ten years.

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.

10% match is required. Proposed match is the value of fuel and mileage for the use of these additional units for the effort, and is calculated at 3105 miles for the term at a rate of \$0.62 cents per mile (based on the grantor's required vehicle mileage calculator) for an in-kind match of \$1,925.

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

N/A

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.

N/A

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

The program enables law enforcement to provide for additional targeted patrols for anti-speeding and DWI efforts with the funding coming from TXDOT.

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 program will enhance our current operations by providing additional officers on the streets to target these offenses as well as increasing our public education components with targeting of high-volume dates and events.





JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major – Law Enforcement

DARREN LONG  
Major – Corrections

MARK SAWA  
Major - Administration & Support

February 2, 2010

### MEMORANDUM

**TO:** The Travis County Commissioners Court

**FROM:** Karen Maxwell, Research & Planning *KM*

**SUBJECT:** Texas Department of Transportation Selective Traffic Enforcement Program Grant Application – FY2011 WAVE Program

We are asking the Court's support and approval granting our office the authority to submit an electronic filing (eGrant) with the Texas Department of Transportation for overtime funding targeting speeding and DWI issues in Travis County for FY2011. The 2011 STEP Wave grant will provide \$10,702 for deputy overtime to target offenses. This program supplements local funding for targeted efforts to reduce accidents that are a product of these offenses. This grant has historically provided funding for focuses on the major holidays of the year. TCSO will target the following dates for the increased enforcement:

Memorial Day – May  
Independence Day – July  
Labor Day – September

Based on the NHTSA 2008 Traffic Safety Facts, Travis County remains fifth in the state in both alcohol-related and speed-related fatalities<sup>1</sup>. Such grants have paid for overtime so that officers can target drivers operating under the influence during select timeframes over the past ten years.

Performance objectives of the overtime used continue to include:

- Targeting speed related offenses and DWI enforcement within Travis County for 207 additional hours. Given national averages, this may result in up to an additional 300 citations and 15 DWI arrests during the course of three STEP waves.
- Providing public information and education materials during the target periods.
- Maintaining normal efforts in traffic and anti-DWI enforcement during the target periods.

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<sup>1</sup> NHTSA National Highway Traffic Safety Administration National Center for Statistics and Analysis, 2004-2008 Traffic Safety Facts for Travis County, Texas

Thus, these funds are provided to enhance our operations with a specialized goal of apprehending violators in our jurisdiction. These efforts are part of our ongoing objectives to reduce traffic accidents, injuries and fatalities that result from speed and alcohol related behaviors.

Your support and approval to submit the electronic grant application would be appreciated as we feel that the additional funding would assist in our targeted efforts to reduce accidents and deaths caused by drivers operating under the influence.

Please do not hesitate to call me at extension 47508 if you have any questions or comments.

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2011**

**Organization Name:** Travis County Sheriff's Office

**Legal Name:** County of Travis

**Payee Identification Number:** 17460001922000

**Project Title:** STEP- Single Year - 2011 WAVE Comprehensive

**ID:** 2011-Travis C-S-1YG-0048

**Period:** 10/01/2010 to 09/30/2011

County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive**

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**Program Element Selection**

**YEAR LONG**

- ☐ DWI      DWI: Driving While Intoxicated
- ☐ Speed      Speed: Speed Enforcement
- ☐ OP      OP: Occupant Protection (Safety Belt and Child Safety Seat)
- ☐ ITC      ITC: Intersection Traffic Control

**WAVE**

- ☒ DWI      Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- ☒ Speed      Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- ☐ OP      Jurisdiction wide

**CMV**

- ☐ Speed, OP and HMV      CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

**Note: If a DWI component is selected above, an SFST letter is no longer required to be submitted with the proposal.**

County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive**

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**General Information**

**Project Title**

STEP- Single Year -  
2011 WAVE  
Comprehensive

**How many years has  
your organization  
received funding for this  
project?**

This will be our third  
year.

**Budget Summary**

**TxDOT**

**Match**

**Total Award**

Amount

Percent Share

16

County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive**

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**Proposing Agency Authentication**

☒ The following person has authorized the submittal of this proposal.

<b>Name</b>	Sam Biscoe
<b>Title</b>	County Judge
<b>Address</b>	314 W. 11th Street, Suite 520
<b>City</b>	Austin
<b>State</b>	Texas
<b>Zip Code</b>	78701
<b>Phone Number</b>	512-854-9555
<b>Fax Number</b>	512-854-9535
<b>E-mail address</b>	sam.biscoe@co.travis.tx.us

**County Served**

**Counties Selected:** Travis County - Austin District

**Political District Served**

**Selected Political Districts Served**

<b>U.S. Congress</b>	Congressional District 10 Congressional District 21 Congressional District 25
<b>Texas Senate</b>	Texas Senate District 14 Texas Senate District 25
<b>Texas House</b>	Texas House of Representatives District 46 Texas House of Representatives District 47 Texas House of Representatives District 48 Texas House of Representatives District 49 Texas House of Representatives District 50 Texas House of Representatives District 51

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## **Terms, Conditions, and Responsibilities**

**How often do you plan to submit Performance Reports?** Wave Period

**How often do you plan to submit RFR's?** Wave Period

### **Terms and Conditions**

☒ I Agree with the Terms and Conditions.

### **Responsibilities Of The Department**

☒ I Agree with the Responsibilities of the Department.

### **Responsibilities of the Subgrantee**

☒ I Agree with the Responsibilities of the Subgrantee.

### **Program Income Provision (if applicable)**

☐ This agreement will include Program Income.

#### **Budget Summary**

	<b>TxDOT</b>	<b>Match</b>	<b>Total Awarded</b>
<b>Amount</b>	\$10,702.02	\$1,925.10	\$12,627.12
<b>Percent Share</b>	84.75%	15.25%	

County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive**

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**Wave Period Selection****Time Period:**☒ Labor Day Period☒ Memorial Day Period☐ Halloween Period☐ Thanksgiving Holiday Period☐ Christmas / New Year's Holiday Period☐ Valentine's Day Period☐ Spring Break Period☒ Independence Day Period☐ Local Holiday/Special Event**Name the Local Holiday/Special Event:****Enter Local Holiday/Special Event Date Range:** to**Goals and Strategies**

**Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

**Strategies:** Increase enforcement of traffic safety-related laws.  
Increase public education and information campaigns.

**Goal:** To reduce the number of DWI-related crashes, injuries, and fatalities

**Strategy:** Increase enforcement of DWI laws.

☒ I agree to the above goals and strategies.

**Baseline Information**

	<b>Baseline Number</b>	<b>Month/Year of Survey</b>
<b>Percentage of speed compliance</b>	30 %	01/2010
<b>Attach Speed survey data</b>		
<b>Support Document not included in Survey Data</b>		



County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive**

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**Law Enforcement Objective/Performance Measure - Year 1****Choose a wave period:** Memorial Day Period

<b>Objective/Performance Measure</b>	<b>Target Number</b>
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase DWI arrests by	5
b. Increase speed citations by	100
<b>2. Increase the speed compliance</b>	
a. Increase the speed compliance rate to	40%

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

**Law Enforcement Objective/Performance Measure - Year 1****Choose a wave period:** Independence Day Period

<b>Objective/Performance Measure</b>	<b>Target Number</b>
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase DWI arrests by	5
b. Increase speed citations by	100
<b>2. Increase the speed compliance</b>	
a. Increase the speed compliance rate to	43%

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

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**Law Enforcement Objective/Performance Measure - Year 1**

Choose a wave period: Labor Day Period

Objective/Performance Measure	Target Number
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase DWI arrests by	5
b. Increase speed citations by	100
<b>2. Increase the speed compliance</b>	
a. Increase the speed compliance rate to	45%

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

**Law Enforcement Summary - Year 1**

Objective/Performance Measure	Target Number
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase DWI arrests by	15
b. Increase Speed citations by	300

<b>Number of Enforcement Hours</b>	207
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Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

<b>Step Indicator</b>	<b>2.75</b>
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## PI&amp;E Objective Performance/Measure - Year 1

Object/Performance Measure	Target Number
<b>Support Grant efforts with a public information and education (PI&amp;E) program</b>	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	7
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	500

## Salaries and Fringe Benefits - 100 &amp; 200

Law Enforcement Hours: 207								
<input checked="" type="checkbox"/> Overtime <input type="checkbox"/> Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe
<b>A. Enforcement (overtime)</b>								
Officers/Deputies:	207		\$42.930	\$8,886.51		\$8,886.51	20.43%	\$1,815.51
Sergeants:							%	\$0
Lieutenants/Other:							%	\$0
<b>B. PI&amp;E Activities (overtime)</b>								
PI&E Activities:					\$0		%	\$0
<b>C. Administrative Duties</b>								
							%	\$0
							%	\$0
							%	\$0
							%	\$0
<b>Total:</b>				\$8,886.51	\$0	\$8,886.51		\$1,815.51
<b>Category</b>		<b>TxDOT</b>	<b>%</b>		<b>Match</b>		<b>%</b>	<b>Total</b>
<b>Salaries:</b>		\$8,886.51	100.00%			\$0	0.00%	\$8,886.51
<b>Fringe Benefits:</b>		\$1,815.51	100.00%				0.00%	\$1,815.51
<b>Breakdown of Fringe Percentages:</b>								
FICA 6.2%			Retirement 11.44%					
Workers Comp 1.3425%			Medicare 1.45%					

County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive****Travel and Per Diem: STEP Enforcement Mileage - 300**

	<b>Unit #</b>	<b>Original Vehicle Cost</b>	<b>Life Expectancy (In Years)</b>	<b>Maintenance Costs</b>	<b>Fuel Costs</b>	<b>Yearly Miles</b>	<b>OP Cost/Mile</b>
<b>Vehicle 1:</b>	2714	\$38,111.00	5	\$3,200.65	\$3,530.00	19849	\$0.72
<b>Vehicle 2:</b>	2726	\$37,521.00	5	\$1,605.84	\$2,484.70	16009	\$0.72
<b>Vehicle 3:</b>	2850	\$40,550.00	5	\$1,040.41	\$3,942.50	26899	\$0.49
<b>Vehicle 4:</b>	2875	\$40,550.00	5	\$2,783.03	\$3,864.50	25796	\$0.57
<b>Vehicle 5:</b>	2892	\$40,550.00	5	\$2,304.61	\$4,184.10	24273	\$0.60

**Average Operational Cost of the Vehicle Per Mile: \$0.62**

**Number of Miles Proposed: 3105**

**TOTAL: \$1,925.10**

	<b>Amount</b>	<b>Percentage</b>
<b>TxDOT:</b>		0.00%
<b>Match:</b>	\$1,925.10	100.00%
<b>Total:</b>	\$1,925.10	

**Budget Summary - Year 1**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries:	\$8,886.51	\$0	\$8,886.51
(200)	Fringe Benefits:	\$1,815.51		\$1,815.51
	<b>Sub-Total:</b>	<b>\$10,702.02</b>	<b>\$0</b>	<b>\$10,702.02</b>
<b>Category II - Other Direct Costs</b>				
(300)	Travel:	\$0	\$1,925.10	\$1,925.10
(400)	Equipment:			\$0
(500)	Supplies:			\$0
(600)	Contractual Services:			\$0
(700)	Other Miscellaneous:			\$0
	<b>Sub-Total:</b>	<b>\$0</b>	<b>\$1,925.10</b>	<b>\$1,925.10</b>
<b>Total Direct Costs:</b>		<b>\$10,702.02</b>	<b>\$1,925.10</b>	<b>\$12,627.12</b>
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate:			\$0
<b>Summary</b>				
	<b>Total Labor Costs:</b>	<b>\$10,702.02</b>	<b>\$0</b>	<b>\$10,702.02</b>
	<b>Total Direct Costs:</b>	<b>\$0</b>	<b>\$1,925.10</b>	<b>\$1,925.10</b>
	<b>Total Indirect Costs:</b>		<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>		<b>\$10,702.02</b>	<b>\$1,925.10</b>	<b>\$12,627.12</b>
	<b>Fund Sources (Percent Share):</b>	<b>84.75%</b>	<b>15.25%</b>	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

County of Travis

**STEP- Single Year - 2011 WAVE Comprehensive****Cost Assumption Plan**

Not Applicable (Click here ONLY if this is a New Project or Yr1/Yr2 of the Multi-Year project)									
	Federal Fiscal Year	TxDOT		Match Other/State/Local		Program Income		Other Contributions	
		\$	%	\$	%	\$	%	\$	%
1.	2008	\$19,999.92	74.76%	\$6,750.50	25.24%	\$0	0.00%	\$0	0.00%
2.	2009	\$13,787.42	79.94%	\$3,459.50	20.06%	\$0	0.00%	\$0	0.00%
3.	2011	\$10,702.02	84.75%	\$1,925.10	15.25%	\$0	0.00%	\$0	0.00%
4.			0.00%		0.00%		0.00%		0.00%
5.			0.00%		0.00%		0.00%		0.00%

**Other/State/Local (Match): Briefly explain in a narrative the Subgrantee's intention to assume an increasing share of project costs. The narrative should include an explanation of what source(s) the Subgrantee will use to provide the matching funds (cash, indirect, in-kind, etc.):**

Data entered above reflects the ACTUAL expenditures for FY08 & FY09, and in both years, actual contributions greatly exceeded the estimated amounts.

After further analysis of the project is conducted, the intent of this local agency is to seek additional permanent local funding from Travis County to increase patrol staffing and allow for coverage of high-incident traffic areas of our county. As we are able to deploy additional assets from local funds, our match will increase accordingly.

**If project will run beyond year 5, indicate years, amounts, and percentages below (years beyond 5 require a Min match of 50%):**

n/a

**Indicate when all project costs will be assumed:**

2013

**GRANT SUMMARY SHEET**

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

Department/Division:	TNR/Natural Resources and Environmental Quality
Contact Person:	Mickey Roberts
Title:	Environmental Specialist Senior
Phone Number:	854-6613

Grant Title:	CAPCOG FY10 Solid Waste Enforcement Grant			
Grant Period:	From:	2-16-10	To:	12-31-10
Grantor:	Capital Area Council of Governments			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:				In-Kind		0
Operating:		8,517.96				8,517.96
Capital Equipment:						0
Indirect Costs:						0
Total:	0	8,517.96	0	0	0	8,517.96
FTEs:						0.00

Performance Measures Applicable Depart. Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Acquire grants for environmental projects	1					1
Measures For Grant						
Obtain supplies for civil and criminal enforcement to curtail illegal dumping	1					1

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

**PBO Recommendation:**

*PBO concurs. A*

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 goal of the grant is to support illegal solid waste dumping enforcement activities within three County departments. Existing programs within Transportation and Natural Resources, the Sheriff's Office, and Austin/Travis County Health and Human Services Department will be supplied with equipment, supplies, and training to enhance their capabilities to curtail illegal solid waste dumping within the County. These agencies are part of a team that includes TNR staff in a county-wide effort to reduce the environmental degradation caused by illegal dumping.

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

There are no long-term funding requirements required for this grant. The county must use items purchased with grant funds for solid waste enforcement activities.

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

No cash match is required. Personnel and indirect costs are used informally as an in-kind match.

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

Indirect costs are considered an in-kind contribution to the project.

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.

Commitments to solid waste enforcement activities are well established within the respective agencies and support is budgeted on an ongoing basis. The grant is designed to provide supplemental funds to purchase needed equipment for agency personnel.

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

This is not a new program.

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

The grant will support existing environmental enforcement efforts within the County by the agencies listed above. The TNR goal to "Manage and protect our natural resources for future generations" is addressed.





## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

February 2, 2010

### MEMORANDUM

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** CAPCOG FY10 Solid Waste Enforcement Grant Contract

**Posting:** Consider and take appropriate action on a grant contract with the Capital Area Council of Governments (CAPCOG) for solid waste enforcement funding.

**Summary and Staff Recommendation:** Grant funds in the amount of \$8,517.96 are requested to support illegal dumping enforcement in Travis County and the CAPCOG region. Funds will be used to purchase equipment and supplies for a civil enforcement inspector, sheriff's detective, health inspectors, and road and bridge employees responsible for solid waste enforcement and curtailing illegal dumping. The request includes items for enhancing and updating surveillance systems, documenting illegal dumping activity, and supplies for field investigations and evidence collection. Staff recommends approval.

**Budgetary and Fiscal Impact:** The grant has a positive fiscal impact and will be in support of existing programs within several agencies in the County. No cash match is required. Indirect costs and personnel time are considered contributions to the project.

**Required Authorizations:** Jessica Rio, PBO

**Exhibits:** Grant Contract

MDR:JPG:mdr  
CAPCOG FY10 Enf Contract bak

cc: Christopher Gilmore, CA  
Jessica Rio, PBO  
Michelle Gable, Auditor  
Jon White, TNR  
Tom Weber, TNR  
Christina Jensen, TNR  
Melinda Mallia, TNR  
Mickey Roberts, TNR

# **CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL CONTRACT FOR FY2010 SOLID WASTE EQUIPMENT AND SERVICES**

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The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBCONTRACTOR) each certifies that it has authority to perform this Contract under Chapter 391 of the Local Government Code, and Chapter 361 of the Health and Safety Code.

**This Solid Waste Interlocal Contract is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this agreement.**

**I. CONTRACTING PARTIES:**

Contractor: Capital Area Council of Governments

Subcontractor: Travis County

Contract #: 10-12-G17

Award: \$8,517.96

**II. SERVICES TO BE PERFORMED:**

See Attachment B – “Work Program of SUBCONTRACTOR”

See Attachment C – “Schedule of Deliverables from SUBCONTRACTOR”

**III. BUDGET AND PAYMENT PROCEDURES:**

See Attachment D – “Budget and Authorizations”

**IV. ADDITIONAL CONTRACT PROVISIONS:**

See Attachment A – “Special Contract Provisions

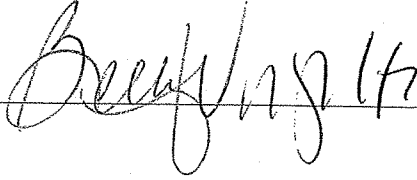
See Attachment E – “General Contract Provisions”

## CONTRACTING PARTIES

---

**CONTRACTOR:** Capital Area Council of Governments (CAPCOG)

**SIGNATURE:**



**NAME:**

Betty Voights

**TITLE:**

Executive Director

**DATE:**

1-13-10

**SUBCONTRACTOR:** Travis County

**SIGNATURE:**

**NAME:**

Hon. Sam Biscoe

**TITLE:**

Travis County Judge

**DATE:**

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## ATTACHMENT A

### Special Contract Provisions

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#### **Article 1: Period of Performance**

The period of performance of this Solid Waste Interlocal Contract (hereafter, the Contract) begins on the date that it is executed on behalf of CAPCOG and ends, unless sooner terminated under Attachment E, on **December 31, 2010**. The SUBCONTRACTOR has from the time the Contract is executed to the ending date shown above to complete the tasks as shown in Attachment B of this Contract. The SUBCONTRACTOR may request in writing a time extension, but CAPCOG is not obligated to provide the time extension.

#### **Article 2: Scope of Services**

All parties agree that Travis County, in consideration of compensation hereinafter described, shall provide as specifically described in the Special and General Provisions of this Solid Waste Interlocal Contract, the services of: Local Enforcement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon budget in an amount not to exceed \$8,517.96 as detailed in Attachment D, Article 3 of this Contract.

Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and recovery of any unexpended or inappropriately expended funds.

#### **Article 3: CAPCOG Obligations**

##### **(a). Consideration**

In consideration of full and satisfactory performance hereunder, CAPCOG will be liable to SUBCONTRACTOR in an amount equal to the allowable costs defined in OMB Circular No. A-87 and incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. CAPCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment D, which outline the standards which shall apply to the SUBCONTRACTOR'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TCEQ.
2. CAPCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Contract which have not been billed to CAPCOG within thirty (30) days following termination of this Contract.

3. CAPCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this Contract or after termination of this Contract.
4. Except as specifically authorized by CAPCOG in writing, CAPCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular No. A-87. CAPCOG is not liable for expenditures made in violation of Attachment D, Article 2 of this Contract.

**(b). Additional Documentation and Financial Monitoring Program**

1. **Financial Monitoring Program.** The SUBCONTRACTOR will adhere to the following financial monitoring requirements in order to receive reimbursement for authorized expenditures and to ensure that the expenditures incurred were reasonable and necessary to the project.
    - i) Payments to the SUBCONTRACTOR will be made only on a reimbursement basis. To receive reimbursement the SUBCONTRACTOR must submit the following:
      - a) Reimbursement Request Form
      - b) Copies of checks
      - c) Copies of invoices
      - d) List of bid responses for purchases over \$5,000 up to \$15,000
      - e) Copy of RFP and list of RFP responses (if applicable)
      - f) Equipment inventory information (if applicable)
    - ii) If the SUBCONTRACTOR does not have a Purchasing Policy that complies with state law, the SUBCONTRACTOR must adhere to the general provisions of CAPCOG's Purchasing Policy, which are outlined below:
      - a) Purchases over \$10,000 must be approved by the organization's governing body (i.e. school board, city council, and commissioner's court)
      - b) Purchases above \$25,000 require formal competitive sealed bids
      - c) Purchases between \$5,000 and \$25,000 require informal bids (at least three written quotes) and must be approved by the governing body
      - d) Purchases between \$2,500 and \$4,999 require informal bids (at least three written quotes)
      - e) Purchases between \$300 and \$2,499 require at least three verbal quotes
      - f) Purchase less than \$300 do not require quotes
      - g) Split purchases to avoid bidding requirements will not be allowed
      - h) Cumulative purchases of like items through the fiscal year could be considered circumvention of the policy if it was reasonable to anticipate the purchases in advance
- Note:** The use of State Contract items can eliminate the need for many of the bidding requirements. However, purchases over \$10,000 still require approval of the organization's governing body.

- iii) The SUBCONTRACTOR is allowed to account for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Contract, a cost must have been incurred and either paid by the SUBCONTRACTOR prior to claiming reimbursement from CAPCOG or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty (30) days after the end of that time period.
  - iv) CAPCOG will review all materials provided by the SUBCONTRACTOR with a request for reimbursement, and will not make a reimbursement payment unless all required items listed under Article 3 (b)1(i) of this Attachment have been provided and are deemed to be accurate.
  - v) CAPCOG shall reimburse or otherwise make payment to the SUBCONTRACTOR only for expenses incurred during the term of the Contract between CAPCOG and the SUBCONTRACTOR.
  - vi) CAPCOG will not reimburse or otherwise make payment to the SUBCONTRACTOR for an expenditure that is not authorized under this Contract. If it is determined by either CAPCOG or the TCEQ that an expenditure that was reimbursed is not an authorized expense, CAPCOG shall request return and reimbursement of those funds from the SUBCONTRACTOR or, where appropriate, the application of those funds to other authorized expenses, and shall not provide additional reimbursements to the SUBCONTRACTOR until the funds are returned or are applied to other authorized expenses.
2. **Documentation required.** In general, expenditure documentation to be maintained by the SUBCONTRACTOR should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Contract. Documents that should be maintained, as appropriate for the expense, include but are not limited to the following:
- i) **Salary/Wages** – Time sheets that have been signed and approved.
  - ii) **Travel** – Documentation which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc.
  - iii) **Equipment** – Purchase orders, invoices, and canceled checks.
  - iv) **Supplies** – Purchase orders (if issued), invoices, and canceled checks.
  - v) **Contractual** – All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.
3. **Additional Documentation.** If requested by CAPCOG, the SUBCONTRACTOR agrees to provide to CAPCOG the additional expense records and documentation materials, as listed

in Section (b) 2 of this Article and appropriate for the expense, for the time period requested by CAPCOG, except that the SUBCONTRACTOR will not be asked to submit records that have already been provided to CAPCOG with a Financial Status Report. CAPCOG will provide reasonable time for the SUBCONTRACTOR to comply with a request for additional records. If CAPCOG requests to review additional records to be provided by the SUBCONTRACTOR under CAPCOG's financial monitoring program, CAPCOG will review those records and provide the SUBCONTRACTOR a written summary of the findings of that review. CAPCOG will also allow the SUBCONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

(c). **SUBCONTRACTOR Close Out Report**

No later than thirty (30) days following the termination of this Contract, SUBCONTRACTOR must submit to CAPCOG final Progress Reporting and Reimbursement Request Forms, which indicates that the reports are the "Final Reports." If all expenditures have been completed before the end of the Contract, SUBCONTRACTOR shall submit a final Progress Reporting Form, indicating project completion. SUBCONTRACTOR shall also submit a final Results Tracking Form one year after the termination of the biennium under which funding was received.

(d). **Independent Contractor**

SUBCONTRACTOR is not an employee or agent of CAPCOG, but provides goods and performs services under this Contract solely as an independent contractor.

**Article 4: Reporting Requirements**

(a). The SUBCONTRACTOR shall prepare and submit to CAPCOG progress reports as designated in Attachment C of this Contract. These reports concern the performance under this Contract documenting program accomplishments and units of work performed under Attachment B of this Contract. These progress reports, to be submitted by the SUBCONTRACTOR, shall include:

1. **Progress Reporting Form** which documents the progress and completion of tasks and includes the Results Tracking Form.
2. **Reimbursement Request Form** which will be used to request reimbursement and will require sufficient backup documentation. Reimbursement requests may be submitted at any time during the grant period, but must be submitted at least as often as required under Attachment C Schedule of Deliverables. Requirements for reimbursement requests are detailed under Subsection (b) of Article 3.

Payments (reimbursements) required under this Contract will be withheld by CAPCOG until such time as any past due progress reports are received.

(b). The SUBCONTRACTOR progress reports required under Subsection (a) of Article 4 contain descriptions of activities and costs for CAPCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be



clearly detailed in the quarterly progress reports in order to assure CAPCOG that the activities are not prohibited under Attachment D Article 2 of this Contract (relating to Supplemental Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by CAPCOG for additional information on activities conducted in order for CAPCOG to adequately monitor the SUBCONTRACTOR's progress in completing the requirements of and adhering to the provisions of this Contract.

- (c). The SUBCONTRACTOR will certify in writing to CAPCOG through a final progress report, the satisfactory completion of all activities and deliverables required under this Contract. The final progress report shall consist of the forms described in Section A of this Article 4.
- (d). The SUBCONTRACTOR shall maintain the information required by the forms listed in Part (a) of this Section so that a follow-up results report can be prepared. **The SUBCONTRACTOR shall provide CAPCOG with a follow-up Progress Reporting Form to be due approximately September 2012** so that CAPCOG can report to the TCEQ the results of the projects funded under this Contract.
- (e). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.
- (f). The SUBCONTRACTOR shall maintain documentation on the results of the project activities for the life of the program or activity.
- (g). The reporting requirements of this Article 4 survive the ending or early termination of this Contract.

#### **Article 5: Monitoring Requirements**

- (a). CAPCOG may periodically monitor SUBCONTRACTOR for:
  - 1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
  - 2. The administrative and operational effectiveness of the project.
- (b). CAPCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

#### **Article 6: Title To and Management of Real Property and Equipment**

- (a). Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement by the SUBCONTRACTOR will vest upon acquisition or construction in CAPCOG or the SUBCONTRACTOR respectively.

- (b). Subject to the provisions of this Agreement, and as otherwise provided by state statutes, property acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.
- (c). The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the SUBCONTRACTOR under this Agreement.
- (d). The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to the FUNDING AGENCY for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
- (e). The SUBCONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBCONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBCONTRACTOR must meet the requirements set forth in this Section.
  - 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - 2. A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.
  - 3. Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBCONTRACTOR should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing.

- (f). The SUBCONTRACTOR may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
- (g). The SUBCONTRACTOR agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$1,000 or more is no longer needed for the originally authorized purpose, CAPCOG has the right to require disposition of the property by the SUBCONTRACTOR in accordance with the provisions of this Article.
- (h). When, during the useful life of property acquired with grant funds under this Agreement by the SUBCONTRACTOR and with a current per-unit fair market value of \$1,000 or more, the property is no longer needed for the originally authorized purpose, SUBCONTRACTOR agrees to request disposition instructions from the CAPCOG or, if CAPCOG is no longer administering a Regional Solid Waste Grants Program, the TCEQ. CAPCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the SUBCONTRACTOR. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where SUBCONTRACTOR fails to take appropriate disposition actions, CAPCOG may direct SUBCONTRACTOR to take appropriate disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.
  - 1. Retain title, sell, or otherwise disposed of with no obligation to compensate CAPCOG.
  - 2. Retain title after compensating CAPCOG. If CAPCOG is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.
  - 3. Sell the property and compensate CAPCOG. If CAPCOG is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying CAPCOG's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When SUBCONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

4. Transfer title to CAPCOG or to a third-party designated/approved by the TCEQ. If the SUBCONTRACTOR participated financially in the original purchase of the property, the SUBCONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.
- (i). Items of property with a current per-unit fair market value of less than \$1,000 may be retained, sold or otherwise disposed of by the SUBCONTRACTOR with no further obligation to CAPCOG. Methods used to determine per-unit fair market value must be documented, kept on file and made available to CAPCOG and the TCEQ upon request.

#### **Article 7: Compliance with Applicable Laws**

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Contract including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or CAPCOG observes that this Contract is at variance, the observing party shall promptly notify the other party in writing, and any necessary changes shall be addressed by appropriate Contract modification. On request, the SUBCONTRACTOR shall furnish CAPCOG modification. The main governing standards include, but may not be limited to the following:

- (a). Section 361.014, TEX. HEALTH & SAFETY CODE ANN;
- (b). Section 330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); and
- (c). The Uniform Grant and Contract Management Act, Chapter 783 of the TEX. GOV'T CODE ANN, and the Uniform Contract Management Standards, 1 Texas Administrative Code Section 5.141 et. seq. (UGMS).

#### **Article 8: Authorized Representatives**

- (a). CAPCOG hereby designates the person named in Exhibit A-1, Project Representative, to this Attachment A, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. CAPCOG Project Representative shall not be deemed to have authority to bind CAPCOG in Contract unless the Executive Director of CAPCOG has delegated such authority in writing.
- (b). Immediately upon execution of this Contract, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR as Project Representative. The SUBCONTRACTOR's Project Representative shall be deemed to have authority to bind the subcontractor in Contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR's Project Representative with respect to the administration of the Contract.
- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

- (d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with CAPCOG. If the project representative will be absent during the term of this Contract, the SUBCONTRACTOR shall designate an alternate that will be available to consult with CAPCOG.

## **Exhibit A-1**

***The Capital Area Council of Governments hereby designates the individual below as the person to give direction to the SUBCONTRACTOR as Project Representative of CAPCOG:***

Name: Kelly Freeman

Title: Solid Waste Program Coordinator

Address: 6800 Burleson, Bldg 310, Ste 165  
Austin, TX 78704

Phone: (512) 916-6040

Fax: (512) 916-6001

E-mail: kfreeman@capcog.org

***The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:***

*(Please complete all of the following information)*

Name: Melinda Mallia

Title: Environmental Project Manager

Address: PO Box 1748  
Austin, TX 78767

Phone: (512)916-6613

E-mail: Melinda.mallia@co.travis.tx.us

***The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:***

411 W. 13<sup>th</sup> St.

Austin, TX 78701

**ATTACHMENT B**  
**Work Program of SUBCONTRACTOR**

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Task 1: Procure surveillance and decoy cameras and put into use  
Person: Melinda Mallia  
Deadline: December 2010

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## ATTACHMENT C

### Schedule of Deliverables from SUBCONTRACTOR

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#### REQUIRED REPORTS

Report	Reporting Period	Due Date
Report #1 Progress, Results, Reimbursement	Jan. 2010 – July 2010	Aug. 15, 2010
Report #2 Progress, Results, Reimbursement	July 2010 – Dec. 2010	Jan. 15, 2011
Report #3 Results Only	Jan. 2010 – Aug. 31, 2012	Sept. 15, 2012

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**NOTE:** Additional Reimbursement Requests may be submitted at any time during the grant period, as needed. For the purposes of preparing progress and results reports, it is suggested that the SUBCONTRACTOR maintain the Results Tracking Form on a monthly basis.

Please see **Attachment A Article 4** for forms that are due at the above due dates. The reporting forms will be sent to the SUBCONTRACTOR after this Contract becomes effective.



## ATTACHMENT D

### SUBCONTRACTOR Budget and Authorizations

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#### **Article 1: Expense Category Standards**

In addition to the other standards and requirements of this Agreement, the definitions and requirements set forth in Sections (a) – (h) of this Article shall apply to the SUBCONTRACTOR's use of funds provided under this Agreement and assignment of expenses to the expense categories of the budget set forth in Attachment D Article 3 of this Agreement.

- (a). **Personnel.** In accordance with §391.0117 of the Local Government Code, as amended by the 76<sup>th</sup> Legislature, the SUBCONTRACTOR shall utilize the Salary Administration Provisions and Schedules, and Position Classification Schedules applicable to state agencies for all salaries of employees of the SUBCONTRACTOR funded under this Agreement.
  - 1. The SUBCONTRACTOR's employee positions covered in this Agreement are set forth in Detailed Budget Sheet 2 of the grant application. Any change in employee position constitutes a minor amendment pursuant to Article 9 of the General Provisions (Attachment E) of this Agreement.
- (b). **Travel.** The SUBCONTRACTOR shall comply with state travel regulations as required by §391.0115 of the Local Government Code, for all of the SUBCONTRACTOR's travel expenses to be reimbursed with funds provided under this Agreement as set forth in this Section.
  - 1. The SUBCONTRACTOR shall obtain prior written authorization from CAPCOG for reimbursement under this Agreement of any travel outside of the State of Texas.
  - 2. Except as provided for under Subsection 1 of this Section, the SUBCONTRACTOR shall obtain prior written authorization from CAPCOG for reimbursement from the travel expense category of the budget set forth in Attachment D Article 3, of any travel expenses for persons not employed by the SUBCONTRACTOR, and for travel by any employee not included in Detailed Budget Sheet 2 of the grant application.
- (c). **Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment D Article 3, shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the SUBCONTRACTOR in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.
  - 1. Non-routine expenditures of goods and materials, not falling under the definition of Equipment under Section (d). of these Program Conditions, shall be charged to the Other expense category.
- (d). **Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment D Article 3, shall be for non-construction related, tangible, personal property

having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year.

1. No purchases of equipment to be charged to the equipment expense category of the budget set forth in Attachment D Article 3, shall be allowed under this Agreement unless approved ahead of time, in writing, by CAPCOG. Approvals for equipment purchases in conjunction with COG-managed projects shall be included with the overall approvals for those projects.
2. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project. The special conditions and requirements set forth in the grant agreement (relating to Title to and Management of Equipment and Constructed Facilities), also apply to equipment purchased with pass-through grant funding.

(e). **Construction.** Expenses included under the Construction expense category of the budget set forth in Attachment D Article 3, shall be for costs related to projects, administered by the SUBCONTRACTOR, concerned with the enhancement or building of permanent facilities.

1. Expenses budgeted under the construction expense category of the budget set forth in Attachment D Article 3, should be for costs related to the enhancement or building of permanent facilities. Appropriate costs to include under the Construction expense category are set forth in this Section.
  - i) The cost of planning the project.
  - ii) The cost of materials and labor connected to the construction project.
  - iii) The cost of equipment attached to the permanent structure.
  - iv) Any subcontracts, including contracts for services, which are performed as a portion of the project administered by the SUBCONTRACTOR.
2. No expenditures under the Construction expense categories of the budget set forth in Attachment D Article 3, shall be allowed under this Agreement unless approved ahead of time, in writing, by CAPCOG.

(f). **Contractual Expenses.** Expenses included under the Contractual expense category of the budget set forth in Attachment D Article 3, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBCONTRACTOR as set forth in the Section.

1. No contractual expenses included under the contractual expenses category of the budget set forth in Attachment D Article 3, shall be allowed under this Agreement unless such contracts' scope of work has been approved ahead of time, in writing, by CAPCOG.
2. Any amendment to the SUBCONTRACTOR's subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required CAPCOG pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in these Program Conditions, must be approved in writing by CAPCOG.

3. All applicable laws and regulations concerning bidding and contracting for services shall be followed.
- (g). **Other Expenses.** All expenses under the Other expense categories of the budget set forth in Attachment D Article 3, shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the Other expense category if appropriate for the proposed project as set forth in this Section.
1. No expenses under the Other expense category including computer hardware or software purchases not included under the Equipment expense category, shall be eligible for reimbursement under this Agreement unless approved ahead of time, in writing, by CAPCOG.
  2. Subcategories of Other expenses for which prior authorization, as described in Subsection 1. of this Section, is not required are set forth in this Section.
    - i) Books and reference materials.
    - ii) Dues and membership fees for the SUBCONTRACTOR's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, unless listed in Detailed Budget Sheet 8 of the grant application, must be approved individually, in writing, by CAPCOG).
    - iii) Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.
    - iv) Postage, telephone, FAX, and utilities expenses.
    - v) Printing and reproduction expenses.
    - vi) Advertising and public notices.
    - vii) Registration fees and other staff training costs (fees and training costs for persons not employed by the SUBCONTRACTOR, unless listed in Detailed Budget Sheet 8 of the grant application, must be approved individually by CAPCOG).
    - viii) Repair and maintenance costs.
    - ix) Office furniture, not falling under the definition of equipment under Attachment D Article 1 of the Agreement.
    - x) Space and equipment rentals.
    - xi) Signs.
    - xii) Additional Other expenses listed in Detailed Budget Sheet 8 of the grant application.
  3. The SUBCONTRACTOR shall ensure that expenditures charged under the Other expense category are not also included within the expenses reimbursed through the Indirect Costs category.
- (h). **Indirect Cost Rates.** Notwithstanding this section or any other part of this Agreement, the SUBCONTRACTOR shall comply with all provisions of §391.0115 of the Texas Local Government Code relating to the restrictions on commission costs, and shall advise CAPCOG in writing in the event such compliance will necessitate a reduction or other change to the indirect cost rate(s) set forth in the budget portion of this Agreement. The SUBCONTRACTOR

shall comply with all requirements and rules to be adopted by the Office of the Governor pursuant to §391.009 of the Texas Local Government Code relating to the operations and oversight of Regional Planning Commissions.

## **Article 2: Supplemental Funding Standards**

In addition to the standards set forth in applicable laws and regulations, the standards outlined below apply to all uses of the funds provided under this Agreement. Unless authorization is otherwise specifically provided for in or under the terms of this Agreement, the use of funds provided under this Agreement shall be in accordance with the supplemental funding standards set forth in this Article.

1. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
2. **Land Acquisition Costs.** Funds provided under this Agreement may not be used to acquire land or an interest in land.
3. **Municipal Solid Waste-Related Programs Only.** Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.
4. **Programs Solely Related to Collection of Certain Wastes.** Funds provided under this Agreement may not be used for programs and activities solely related to the management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other similar wastes excluded from disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as through the purchase of equipment to shred or split the tires. However, collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.
5. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds provided under this Agreement may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category, to include citizens' collection stations, and small registered transfer stations.
6. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of biosolids for

beneficial use. The applicant should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

7. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.
8. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.
9. **Supplanting Existing Funds.** Funds provided under this Agreement may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are not eligible for grant funding. This provision does not apply to the salaries for staff of the SUBCONTRACTOR in its conduct of activities under this Agreement.
10. **Food/Entertainment Expenses.** Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. **Use of Alcoholic Beverages.** Funds provided under this agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. **Funds to Law Enforcement Agencies.** Funds provided under this Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

**Article 3: SUBCONTRACTOR's Authorized Budget**

<b>GRANT BUDGET SUMMARY</b>			
<b>Budget Categories</b>			<b>CAPCOG Solid Waste Grant Funding</b>
1. Personnel (Salary)			\$0.00
2. Fringe Benefits			\$0.00
3. Travel			\$0.00
4. Supplies (unit cost of less than \$1,000)			\$1,380.76
5. Equipment (unit cost of \$5,000 or more)			\$0.00
6. Construction			\$0.00
7. Contractual (other than for construction)			\$0.00
8. Other			\$7,137.20
9. Indirect charges			\$0.00
<b>TOTAL</b>			<b>\$8,517.96</b>
	10. Fringe Benefit Rate:	0%	
	11. Indirect Cost Rate:	0%	

<b>1. Personnel (Salary)</b>				
<b>Position</b>	<b>Function</b>	<b>Monthly Salary</b>	<b>%FTE</b>	
				\$0.00
				\$0.00
				\$0.00

<b>3. Travel</b>		
<b>Position</b>	<b>Purpose of travel</b>	
		\$0.00
		\$0.00
		\$0.00

<b>4. Supplies</b>	
<b>Type of Supplies</b>	
Environmental enforcement supplies (PPE, site evaluation supplies, etc.)	\$1,380.76
	\$0.00
	\$0.00

<b>5. Equipment</b>				
<b>Equipment</b>	<b>Model</b>	<b>Unit Cost</b>	<b>No. of Units</b>	
		\$0.00	0	\$0.00
		\$0.00	0	\$0.00
		\$0.00	0	\$0.00

<b>6. Construction</b>		
<b>Type of Construction</b>	<b>Sub-Contracted (Y/N)</b>	

		\$0.00
		\$0.00
		\$0.00

7. Contractual		
Contractor	Purpose	
		\$0.00
		\$0.00
		\$0.00

8. Other				
Type Other	Description			
Books / Reference				\$0.00
Postage / Delivery				\$0.00
Telephone / Utilities				\$0.00
Printing / Reproduction				\$0.00
Advertising / Public Notices				\$0.00
Training / Registration				\$0.00
Repair / Maintenance				\$0.00
Basic Office Furnishings				\$0.00
Space / Equipment Rental				\$0.00
Signage				\$0.00
Additional Other	Description	Unit Cost	No. of Units	
Computer Hardware				\$0.00
Computer Software				\$0.00
Additional Other	Decoy cameras, surveillance equipment			\$3,146.21
Additional Other	Digital camera with geo-tagging	\$399.99	10	\$3,990.99
Additional Other				\$0.00

\* Regardless of the amounts included in the fringe and indirect budget categories, the charges to those categories may not exceed the rates shown and authorized herein. If desired, the COG will have the opportunity to request changes to the indirect rate based on the approval of a *new* indirect cost rate for the period of the contract term. TCEQ accepts an approval granted by the COG's Federal Cognizant Agency or State Coordinating Agency, for a new indirect cost rate which is based on a recent, independently performed audit that specifically examines and reports the indirect cost rate for the accounting period covered by the grant contract. Indirect charges must conform to §391.0115(e), Local Government Code.

## ATTACHMENT E

### General Contract Provisions

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#### **Article 1: Legal Authority and Indemnification**

The SUBCONTRACTOR warrants and assures CAPCOG that it possesses adequate legal authority to enter into this Contract. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBCONTRACTOR to the terms of this Contract and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of Section 361.014 of the Texas Health and Safety Code, Title 30 Texas Administrative Code section 330.569, to the provisions of section 330.59 of the TCEQ Municipal Solid Waste Regulations, this agreement and the Uniform Grant Management Standards ("UGMS").

#### **Indemnification**

- (a) **To the extent allowed by Texas law**, SUBCONTRACTOR agrees at its own expense to defend CAPCOG and TCEQ, their governing body members, officers, employees, and agents, against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), arising out of any act or omission of SUBCONTRACTOR's governing body member, officer, employee, or agent under this Contract.
- (b) If SUBCONTRACTOR is served with process in a suit or proceeding described in Subsection (a), SUBCONTRACTOR agrees to furnish CAPCOG promptly with a copy of the process.
- (c) SUBCONTRACTOR agrees that its indemnification obligations under Subsection (a) apply to causes of action accruing during the term of this Contract, and that for this purpose the obligations will survive the ending or early termination of this Contract.

#### **Article 2: Scope of Services**

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Contract Provisions (Attachment E) and the Special Contract Provisions (Attachment A), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

#### **Article 3: Purpose**

- (a). The purpose of this Contract is to accomplish the goals of the Solid Waste Disposal Act of 1989, as amended, as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.



- (b). Under the overall goals of the funding program the purposes of this Contract are:
1. To enable CAPCOG to carry out or conduct various municipal solid waste management-related services and support activities within CAPCOG's regional jurisdiction; and
  2. To enable CAPCOG to report to the Legislature and promote the continuation of pass-through grant funding; and
  3. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by CAPCOG in accordance with Article 5 of this Attachment, to conduct various CAPCOG - managed projects.

#### **Article 4: Eligible Entities**

- (a). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from CAPCOG as a pass-through grant:
1. Cities;
  2. Counties;
  3. Public schools and school districts (does not include Universities or post secondary educational institutions); and
  4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities;
  5. Councils of Governments.
- (b). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by CAPCOG, are not eligible to receive pass-through grant funding from CAPCOG. CAPCOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides CAPCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, CAPCOG may consider that applicant to be eligible to receive pass-through grant funding under this Contract.

#### **Article 5: Implementation Project Categories**

The standards and requirements set forth in this Article shall apply to all implementation projects funded under this Agreement. CAPCOG shall be responsible for ensuring that the implementation projects funded under this Agreement comply with the standards set forth in this Article.

- (a). **Implementation Project Categories.** CAPCOG shall ensure that all implementation projects funded under this Agreement fit within the categories set forth in this Section. The category-specific funding limitations outlined for each category shall apply to all uses of funds under implementation projects conducted for that category.

1. **Local Enforcement.** This category consists of projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations specific to this category are set forth in this Section.
  - i) Funds provided under this Agreement may not be used for enforcement activities related to the illegal disposal of industrial or hazardous waste. Instances where industrial or hazardous waste may be discovered at an investigation site do not preclude the general investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.
  - i) Funds provided under this Agreement may not be used for either the cleanup of illegal disposal sites nor the transportation and/or disposal of wastes collected at those sites. Note that while this restriction applies to ongoing enforcement programs dealing with illegal dumping, general community cleanup events that may include the cleanup and transportation of general litter and materials may be authorized under a separate category.
2. **Source Reduction and Recycling.** This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Activities funded under this category may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling. Funding limitations specific to this category are set forth in this Section.
  - i) Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.
  - ii) Any program or project aimed at demonstrating the use of products made from recycled and/or reused materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.
  - iii) Projects funded under this Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

- 3. Citizens' Collection Stations and "Small" Registered Transfer Stations.** This category includes projects to construct municipal solid waste collection facilities in areas of the state which are under served by collection services or do not have access to proper disposal facilities. Projects funded under this category may include citizens' collection stations, as these facilities are defined under the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330, §330.2). Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the regulations may also be funded. A project funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funding limitations specific to this category are set forth in this Section.
- i) Transfer stations that require a permit from the TCEQ may not be funded.
  - ii) Municipal solid waste transfer stations that qualify for registration under §330.4(d)(1)-(3) of the Municipal Solid Waste regulations may be funded.
  - iii) Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.
  - iv) Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.
  - v) Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(i) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.
  - vi) Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.
  - vii) Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.
- 4. Household Hazardous Waste Management.** This category includes projects which provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, permanent collection facilities, and education and public awareness programs. Funding limitations specific to this category are set forth in this Section.

- i) Projects under this category must be coordinated with the TCEQ to ensure that all applicable regulations and guidelines are followed.
  - ii) Funds provided under this Agreement may not be used for programs and activities related to the collection and management of commercial or industrial hazardous wastes.
  - iii) Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.
- 5. Educational and Training Projects.** Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.
- i) Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.
- 6. Litter and Illegal Dumping Cleanup and Community Collection Events.** Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites.
- i) Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible.
  - ii) Periodic community collection events, to provide for collection of residential waste materials for which there is not a readily available collection alternative, may also be funded. Collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system.
  - iii) All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations.
- 7. Local Solid Waste Management Plans.** This category includes projects to develop and/or amend local solid waste management plans by local governments. All local solid waste management plans funded under this program must be consistent with CAPCOG's regional solid waste management plan, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format

Guidelines provided by the TCEQ.

**Article 6: Liability Insurance**

- (a). Contractor agrees to maintain its own commercial general liability insurance, or the equivalent in amount and coverage of self-insurance, during the term of this Contract and to name CAPCOG an additional insured on the policy Contractor agrees to provide the minimum primary insurance coverage of \$500,000 general aggregate and \$250,000 each occurrence plus \$500,000 excess coverage.
- (b). Contractor's liability insurance must contain provisions, to the extent legally permitted, that the insurer will notify CAPCOG in writing at least 10 calendar days in advance of (1) cancellation of non-renewal of the policy; (2) any reduction in the policy amounts; and (3) deletion of CAPCOG as an additional insured.
- (c). SUBCONTRACTOR agrees to furnish CAPCOG with a certificate of the Contractor's commercial liability insurance or copy of its policy, or to certify in writing that it has in force the equivalent amount and coverage of self-insurance, within 30 calendar days after the date this Contract is signed on behalf of CAPCOG.
- (d). SUBCONTRACTOR shall maintain and supervise all safety precautions and programs in connection with its performance of the work program.

**Article 7: Audit/Access to Records**

- (a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR'S Texas office. The SUBCONTRACTOR shall also maintain and make available at its Texas Office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct and indirect), price or profit analysis for this Contract or any negotiated sub-agreement or change order and a copy of the cost summary submitted to CAPCOG. CAPCOG, TCEQ, Texas State Auditor's Office or any of CAPCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, SUBCONTRACTOR'S books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by CAPCOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

- (c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from access to records pursuant to Section (a) above to CAPCOG. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (d). Records under Sections (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from date of final CAPCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representatives designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). This audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments: to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience.
- (g). CAPCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Contract.
- (h). The SUBCONTRACTOR agrees to include Sections (a) through (g) of this Article in all subagreements and all change orders directly related to project performance.

#### **Article 8: Independent Financial Audit**

The SUBCONTRACTOR shall adhere to the Single Audit requirements of the UGMS. The SUBCONTRACTOR shall deliver to CAPCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBCONTRACTOR is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and subcontractors.

CAPCOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by CAPCOG, at CAPCOG's expense. Such audit will be conducted in accordance with applicable professional standards and practices. SUBCONTRACTOR understands and agrees that the SUBCONTRACTOR shall be liable to CAPCOG for any costs disallowed as a result of audit.

## **Article 9: Amendments to Contract**

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 10.

CAPCOG may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between CAPCOG and the SUBCONTRACTOR in writing shall be incorporated into this Contract.

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments, including increasing or decreasing the amount of total funding, altering budget category allocations, extending or shortening the term of the agreement, or making significant changes in the scope of work, schedule or deliverables, **must be approved in advance by CAPCOG**. A detailed description of the proposed change(s) shall be submitted in writing by the SUBCONTRACTOR to CAPCOG for approval. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both CAPCOG and SUBCONTRACTOR.

## **Article 10: Termination of Contract for Convenience**

- a) CAPCOG may terminate this Contract in whole or part for its convenience. CAPCOG terminates this Contract for convenience by giving SUBCONTRACTOR at least 30 calendar days notice of the termination, specifying the termination date, and describing the part or parts terminated.
- b) Upon receipt of the termination notice, SUBCONTRACTOR agrees to stop work on or before the termination date, cancel all subcontracts and orders entered into under this Contract, and settle all claims resulting from cancellation of the subcontracts and orders. If CAPCOG terminates only part of the Contract, Contractor agrees to complete the un-terminated part if CAPCOG so requests.
- c) At CAPCOG's request, following termination of the Contract for convenience, SUBCONTRACTOR agrees to transfer title and deliver to CAPCOG, at CAPCOG's expense, all work produced in performing this Contract. SUBCONTRACTOR agrees to preserve and protect the work until it is delivered to CAPCOG.
- d) SUBCONTRACTOR agrees to submit to CAPCOG a written termination claim itemizing and documenting the amounts due because of termination of the Contract. If Contractor does not submit the termination claim within 90 calendar days from the effective date of termination, SUBCONTRACTOR's termination claim is barred.

- e) If SUBCONTRACTOR's termination claim is timely submitted, complete, and correct, CAPCOG agrees to pay SUBCONTRACTOR the following amounts in full settlement of SUBCONTRACTOR's termination claim: (1) the reasonable cost of all work performed through the date of termination; and (2) the reasonable cost of settling and paying claims resulting from cancellation of subcontracts and orders. However, CAPCOG's total payment under this paragraph may not exceed the total Contract price, less amounts already paid SUBCONTRACTOR under this Contract, any lawful offsets, and the Contract price for any work not terminated.

#### **Article 11: Suspension or Termination of Contract for Unavailability of Funds**

- a) SUBCONTRACTOR acknowledges that CAPCOG is a governmental entity without taxing power and that its only source for paying SUBCONTRACTOR under this Contract is the Municipal Solid Waste Disposal and Transportation Revenue Fee administered by TCEQ under Contract with CAPCOG. If TCEQ suspends or terminates its Contract with CAPCOG, SUBCONTRACTOR agrees that CAPCOG may suspend its payment obligations under or terminate this Contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this Contract for unavailability of funds, SUBCONTRACTOR agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- b) CAPCOG suspends or terminates this Contract for unavailability of funds by giving SUBCONTRACTOR notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, and describing the part or parts suspended or terminated. CAPCOG agrees to promptly return to SUBCONTRACTOR at CAPCOG's expense any goods Contractor shipped to CAPCOG before receiving notice of suspension or termination.
- c) If this Contract is terminated for unavailability of funds under this Article 11, SUBCONTRACTOR is entitled to compensation for goods it furnished and services it performed before it received notice of termination. However, CAPCOG is not liable to SUBCONTRACTOR for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.

#### **Article 12: Termination for Breach of Contract**

- (a). If CAPCOG or SUBCONTRACTOR breaches a material provision of this Contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may terminate the Contract for breach by notifying the other party of the termination date, which may be no sooner than 10 calendar



days from the notice date, or either party may invoke the dispute resolution process of Article 18.

- (b). If this Contract is terminated for breach under Subsection (a), Contractor is entitled to compensation for services it performed and goods it provided before it received notice of termination. However, CAPCOG is not liable to Contractor for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.
- (c). Termination for breach under Subsection (a) does not waive CAPCOG's claim for damages resulting from the breach, and CAPCOG among other remedies may withhold from compensation owed Contractor an amount necessary to satisfy CAPCOG's claim.

### **Article 13: Severability**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

### **Article 14: Data and Publicity**

All data and other information developed under this Contract shall be furnished to CAPCOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, TEX. GOV'T CODE Chapter 552. Upon termination of this Contract, all data and information shall become the joint property of CAPCOG and the SUBCONTRACTOR.

### **Article 15: Intellectual Property**

- (a). For the purpose of this Article, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.
- (b). If the SUBCONTRACTOR conceives of, actually puts into practice, discovers, invents or produces any intellectual property during the course of its work under this Contract, it shall report that fact to CAPCOG.
- (c). The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, CAPCOG and TCEQ hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. CAPCOG and TCEQ also reserve a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBCONTRACTOR obtains rights with funds received under this Contract.

- (d). In performing work under this Contract, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold CAPCOG and the TCEQ harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify CAPCOG against, any claims for infringement related to its work under this Contract.

#### **Article 16: Energy Efficiency Standards**

The SUBCONTRACTOR is encouraged to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **Article 17: Identification of Funding Sources**

The SUBCONTRACTOR shall acknowledge the financial support of the TCEQ and CAPCOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use within CAPCOG, shall carry the following notation (or one similar) on the front cover or title page:

**FINANCED WITH FUNDS FROM  
THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)  
THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG)**

#### **Article 18: Dispute Resolution**

- (a). The parties desire to resolve disputes arising under this Contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 18, until they have exhausted the procedures set out in these subsections.
- (b). At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- (c). If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

- (d). The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

#### **Article 19: Oral and Written Contracts**

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

#### **Article 20: Nondiscrimination and Equal Opportunity**

- (a). Subsection (b) summarizes the nondiscrimination requirements applicable to SUBCONTRACTOR's performance under this Contract that are set out in detail in title 41, chapter 60, and title 28, parts 35 and 36, Code of Federal Regulations. The SUBCONTRACTOR agrees to comply with the detailed requirements.
- (b). SUBCONTRACTOR shall not exclude anyone from participating under this Contract, deny anyone benefits under this Contract, or otherwise unlawfully discriminate against anyone in carrying out this Contract because of race, color, religion, sex, age, disability, handicap, or national origin.

#### **Article 21: Utilization of Small, Minority, and Women's Business Enterprises**

- (a). A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which at least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.
- (b). The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Contract.

#### **Article 22: Force Majeure**

- (a). Subject to the requirements of Subsections (b) and (c) and the limitation of Subsection (d), a party's obligations under this Contract are suspended during any period the party is unable to perform its obligations because of work stoppage or strike resulting from a labor dispute; fire, flood, wind, earthquake, or other natural disaster; epidemic, riot, sabotage, rebellion, or war; governmental intervention; or other cause beyond the party's control.
- (b). Subsection (a) does not apply unless the party invoking it notifies the other party of the force majeure event within five business days after it occurs, describing the nature of the event in

detail and estimating its likely duration. The party invoking Subsection (a) has the burden of proving that the force majeure event exists.

- (c). If the other party is reasonably satisfied that the force majeure event exists, it shall notify the invoking party that the obligations of this Contract are suspended from the effective date of the event throughout its duration. The party invoking Subsection (a) shall notify the other party within five business days after the force majeure event ends. When the force majeure event ends, the obligations of this Contract are reinstated for the remainder of the Contract's term.
- (d). If the obligations of this Contract are suspended because of a force majeure event for a cumulative period of more than 30 calendar days, either party may terminate this Contract in whole or part for convenience under Article 10.

### **Article 23: Conflict of Interest**

- (a). SUBCONTRACTOR agrees to comply with its internal policy prohibiting conflict of interest and with Chapter 171 of the TEX. LOCAL GOVT. CODE ANN. in carrying out this Contract.
- (b). If SUBCONTRACTOR learns that one of its governing body members, officers, employees, or agents has violated or may violate its internal policy or Chapter 171, SUBCONTRACTOR agrees promptly to take corrective and appropriate disciplinary action and to notify CAPCOG in writing of the actual or potential violation and the corrective and disciplinary action taken.

### **Article 24: Miscellaneous**

- (a). All representations and warranties of SUBCONTRACTOR, together with all continuing obligations described in this Contract, survive the ending or early termination of this Contract.
- (b). This Contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.
- (c). This Contract is binding on and inures to the benefit of the parties' successors in interest.
- (d). This Contract is performable in Travis County, Texas, and Texas law governs the interpretation and application of this Contract.
- (e). This Contract is executed in duplicate originals.

6

✓

**Travis County Commissioners Court Agenda Request**Voting Session February 16, 2010  
(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 \$1,127,243.08, for the period of January 29, 2010 to February 4, 2010.

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

**II. Additional Information:**

A. Backup memorandum is attached.

B. Affected agencies and officials.

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

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

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

RECEIVED  
 COUNTY JUDGE'S OFFICE  
 10 FEB -9 PM 1:42

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 16, 2010

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: January 29, 2010 to February 4, 2010

REIMBURSEMENT REQUESTED  
FOR THIS PERIOD: \$1,127,243.08

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 \$1,127,243.08.

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  
JANUARY 29, 2010 TO FEBRUARY 4, 2010

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

DATE: February 16, 2010  
TO: Susan Spataro, County Auditor  
FROM: Dan Mansour, Risk Manager  
COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:  
FROM: January 29, 2010  
TO: February 16, 2010

**REIMBURSEMENT REQUESTED: \$ 1,127,243.08**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,567,220.67
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 9, 2010	\$ (437,127.76)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,127,243.08
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,127,243.08

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


All claims over \$25,000 (4 this week totaling \$300,506.33) 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 (\$127,230.49) 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 \$91,972.68.

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.

 2-8-10  
\_\_\_\_\_  
Dan Mansour, Risk Manager Date

 2-8-10  
\_\_\_\_\_  
Cindy Purinton, Benefit Contract Administrator Date

 2/5/10  
\_\_\_\_\_  
Norman McRee, Financial Analyst Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.



**From:** <SIFS FAX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 1/29/2010 5:34 AM  
**Subject:** UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

**DATE:** 2010-01-29  
**REQUEST AMOUNT:** \$1,424,890.40

**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: 2010-01-28 \$546,381.79  
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00  
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,392,336.21

+ CURRENT DAY NET CHARGE: \$32,554.19  
 + FUNDING ADJUSTMENTS: \$00.00

**REQUEST AMOUNT:** \$1,424,890.40

ACTIVITY FOR WORK DAY: 2010-01-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$25,588.25	\$00.00	\$25,588.25
<b>TOTAL:</b>	<b>\$25,588.25</b>	<b>\$00.00</b>	<b>\$25,588.25</b>

ACTIVITY FOR WORK DAY: 2010-01-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$153,985.61	\$00.00	\$153,985.61

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010\_02\_04

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	-293.04	NN	1074949	AH		9 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-313.57	RB	38020811	AF		46 1/26/2010	50	2/1/2010	2/4/2010
701254	632	-348.62	NN	1665428	AF		17 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-349.71	NN	1013211	AI		3 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-370.25	NN	1574346	A		48 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-375.15	NN	1574413	AE		9 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-383	NN	1509304	AH		9 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-446.16	NN	1822052	AE		8 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-471.36	NN	SSN00000	AL		0 1/26/2010	600	2/1/2010	2/4/2010
701254	632	-501.07	UY	40939892	AA		7 10/30/2009	50	2/1/2010	2/4/2010
701254	632	-501.8	NN	1713465	AH		7 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-646.75	NN	1822050	AE		8 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-744.9	RF	22842941	AE		9 1/28/2010	50	2/3/2010	2/4/2010
701254	632	-893.88	NN	1590829	AF		15 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-1133.2	NN	1558995	AA		1 2/4/2010	200	2/1/2010	2/4/2010
701254	632	-1660	UY	12919252	AA		1 9/18/2009	50	2/1/2010	2/4/2010
701254	632	-17495.67	UY	40939892	AA		7 10/30/2009	50	2/4/2010	2/4/2010
701254	632	-20321.4	NN	SSN00000	AL		0 2/1/2010	600	2/5/2010	2/4/2010
701254	632	-30827.5	NN	SSN00000	AL		0 2/1/2010	600	2/5/2010	2/4/2010

1,127,243.08

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

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 02/04/2010

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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***Total:*** \$0.00

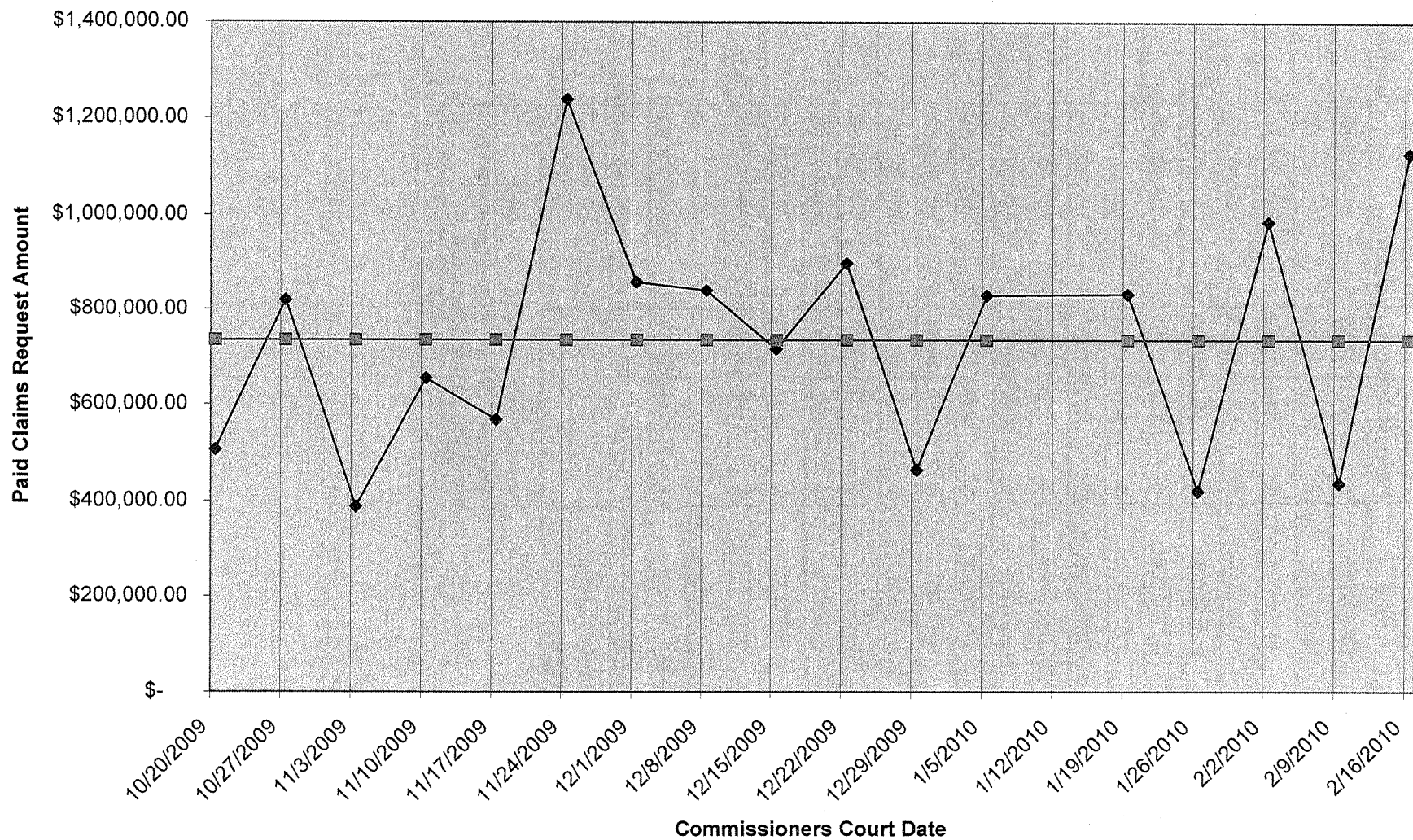
# Travis County - Hospital and Self Insurance Fund (526)

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 2/4/2010

TYPE	MEMBER TYPE	TRANS_AMT
<b>CEPO</b>		
	EE	
	526-1145-522.45-28	121,432.24
	RR	
	526-1145-522.45-29	15,090.04
Total CEPO		\$136,522.28
<b>EPO</b>		
	EE	
	526-1145-522.45-20	197,508.09
	RR	
	526-1145-522.45-21	33,935.74
Total EPO		\$231,443.83
<b>PPO</b>		
	EE	
	526-1145-522.45-25	683,563.08
	RR	
	526-1145-522.45-26	75,713.89
Total PPO		\$759,276.97
Grand Total		\$1,127,243.08

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



## FY10 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 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
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
1/1/10-1/7/10	1/19/2010	\$ 831,839.27	\$ 734,960.88	1	\$ 74,273.56
1/08/10-1/14/10	1/26/2010	\$ 421,088.38	\$ 734,960.88	0	\$ -
1/15/10-1/21/10	2/2/2010	\$ 984,912.81	\$ 734,960.88	3	\$ 212,163.43
1/22/10-1/28/10	2/9/2010	\$ 437,127.76	\$ 734,960.88	0	\$ -
1/29/10-2/4/10	2/16/2010	\$ 1,127,243.08	\$ 734,960.88	4	\$ 300,506.33
	Paid and Budgeted Claims - to date	\$ 12,580,265.74	\$ 12,494,374.96		
	Amount of Difference from Budget		\$ 85,890.78		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

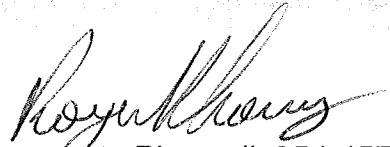
# 7

## Travis County Commissioners Court Agenda Request

Voting Session 2/16/10  
(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

A. Routine Personnel Actions

B. Non-Routine Personnel Actions - Emergency Medical Service, consider and approve new job classifications, including job descriptions.

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.

Danny Hobby, Executive Manager, Emergency Svcs Phone # 854-4416

Tracey Calloway, Interim Director, HRMD Phone # 854-9170

Todd L. Osburn, Compensation Manager, HRMD Phone # 854-2744

**III. Required Authorizations:** Please check if applicable:

\_\_\_\_\_ Planning and Budget Office (854-9106)

\_\_\_\_\_ Human Resources Management Department (854-9165)

\_\_\_\_\_ Purchasing Office (854-9700)

\_\_\_\_\_ County Attorney's Office (854-9415)

\_\_\_\_\_ County Auditor's Office (854-9125)



## 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

**February 16, 2010**

**ITEM # :**

**DATE:** February 5, 2010

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

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

**FROM:** Tracey Calloway, Interim Director, HRMD

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

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

**B. Non-Routine Personnel Actions – Pages 6 - 14.**

**Emergency Medical Service** requests approval for the creation of the Starflight Chief Clinical Supervisor and the Starflight Senior Aircraft Mechanic job classifications to support the operations within Starflight, complete the integration of City and County positions, and facilitate CAMT re-accreditation. HRMD has reviewed supporting documentation and concurs with this request. PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Tracey Calloway at 854-9170 or Todd L. Osburn at 854-2744.

RAE/TC/TLO

**Attachments**

cc: Planning and Budget Department  
County Auditor  
County Auditor-Payroll (Certified copy)  
County Clerk (Certified copy)



<b>WEEKLY PERSONNEL AMENDMENTS --- ROUTINE</b>
--

<b>NEW HIRES</b>				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	27	Attorney I**	21 / Minimum / \$50,667.76	21 / Minimum / \$50,667.76
Fac Mgmt	157	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Sheriff	1059	Financial Analyst Lead	22 / \$71,168.04	22 / \$71,168.04
Sheriff	1810	Security Coord	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
* Temporary to Regular			** Actual vs Authorized	

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	27	Attorney I**	21 / Minimum / \$50,667.76	21 / Minimum / \$50,667.76
Fac Mgmt	157	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Sheriff	1059	Financial Analyst Lead	22 / \$71,168.04	22 / \$71,168.04
Sheriff	1810	Security Coord	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
* Temporary to Regular			** Actual vs Authorized	

<b>TEMPORARY APPOINTMENTS</b>					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20002	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20190	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20222	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23041	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23240	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23241	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23246	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
Juvenile Probation	50130	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Probation	50320	Juvenile Detention Ofcr Asst	11 / \$12.39	11 / \$12.39	05
TCCES	50064	Office Specialist	10 / \$11.58	10 / \$11.58	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20002	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20190	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20222	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23041	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23240	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23241	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23246	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
Juvenile Probation	50130	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Probation	50320	Juvenile Detention Ofcr Asst	11 / \$12.39	11 / \$12.39	05
TCCES	50064	Office Specialist	10 / \$11.58	10 / \$11.58	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (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>County Clerk</b>	Slot 20018 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	<b>County Clerk</b>	Slot 20493 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20053 / Elec Clk – Operations Clk II / Grd 10 / \$12.00	<b>County Clerk</b>	Slot 20189 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20113 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	<b>County Clerk</b>	Slot 23052 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
<b>County Clerk</b>	Slot 20606 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	<b>County Clerk</b>	Slot 23025 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
<b>County Clerk</b>	Slot 23031 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	<b>County Clerk</b>	Slot 20018 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
<b>County Clerk</b>	Slot 23043 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	<b>County Clerk</b>	Slot 20092 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.

<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>	450	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	582	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$57,686.93	\$65,758.99	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	800	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1732	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>	1744	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$50,219.94	\$55,127.90	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<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>	1747	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$50,219.94	\$55,127.90	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1749	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$55,446.98	\$62,640.03	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>Pretrial Services</b>	30	Pretrial Officer I / Grd 15	Pretrial Officer I / Grd 15	\$33,764.43	\$35,452.65	Career Ladder. Pay is between min and midpoint 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 27 / Attorney III / Grd 24 / \$62,086.34	<b>District Atty</b>	Slot 214 / Attorney III* / Grd 24 / \$62,086.34	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
<b>District Atty</b>	Slot 22 / Attorney VI / Grd 28 / \$85,217.88	<b>District Atty</b>	Slot 229 / Attorney VI / Grd 28 / \$85,217.88	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<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>District Atty</b>	Slot 26 / Attorney V* / Grd 27 / \$82,705.79	<b>District Atty</b>	Slot 22 / Attorney V* / Grd 27 / \$82,705.79	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>JP Pct 2</b>	Slot 19 / Accountant Assoc / Grd 13 / \$34,819.20	<b>JP Pct 2</b>	Slot 19 / Accountant Assoc / Grd 13 / \$38,931.66	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 1059 / Financial Analyst Lead / Grd 22 / \$68,505.88	<b>Sheriff</b>	Slot 79 / Financial Alyst Ld Succession / Grd 22 / \$68,505.88	Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 4/30/10.
<b>* Actual vs Authorized</b>				

THIS SECTION LEFT BLANK INTENTIONALLY.

**SECTION B. NON-ROUTINE PERSONNEL ACTIONS****NEW JOB CLASSIFICATIONS**

<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
Starflight Chief Clinical Supervisor	E	25
Starflight Senior Aircraft Mechanic	NE	22
HRMD recommends creation of the Starflight Chief Clinical Supervisor and the Starflight Senior Aircraft Mechanic job classifications to support the operations within Starflight, complete the integration of City and County positions, and facilitate CAMT re-accreditation. Required funding is verified by PBO. See attached memo, page 7.		

**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**



## HRMD *Human Resources Management*

1010 Lavaca, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78701

• (512) 854-9165

### MEMORANDUM

DATE: January 29, 2010  
TO: Members of the Commissioners Court  
VIA: Roger A. El Khoury, M.S., P.E., Director, Facilities Management  
FROM: Todd Osburn, Compensation Manager  
SUBJECT: Proposed New Job Classifications

HRMD recommends creation of two new job classifications as outlined below:

#### STARflight Senior Aircraft Mechanic

This position will assist the Director Of Maintenance and serve as the lead mechanic in helicopter maintenance operations. Incumbents will provide leadership to the mechanic staff and provide information to management to facilitate the performance evaluation of mechanic staff. Additionally duties will include working with Original Equipment Manufacturers (OEMs) to resolve technical issues. Other duties will be consistent with the regular duties of the *STARflight* Aircraft Mechanic. Creation of this job classification will facilitate career progression within the *STARflight* Aircraft Mechanic series. PBO has verified funding as approved in the FY 2010 Budget.

#### STARflight Chief Clinical Supervisor

The job functions of this position are required by the Commission of Accredited Medical Transport Systems (CAMTs) and the Texas Board of Nursing. In order to retain CAMTs certification in 2010, Travis County STARflight needs to have a dedicated position to ensure clinical training and quality control for medical flight personnel. Establishment of this position will also formalize supervisory responsibilities and stabilize span of control. In addition to supervisory and medical duties, the incumbent will provide clinical oversight, oversee clinical performance, participate in the research of clinical trends and advancements and provide quality assurance in line with CAMTs standards. PBO has verified funding as approved in the FY 2010 Budget.

Pending Commissioners Court approval of these two new classifications, HRMD will work with Emergency Medical Service and PBO to properly classify employees within these assigned roles in support of the reorganized division.

Should you have questions, contact Todd Osburn at ext. 42744.



# TRAVIS COUNTY JOB DESCRIPTION

DRAFT

**JOB TITLE:** *STAR Flight* Chief Clinical Supervisor

**JOB CODE:** 25XXX  
**PAY GRADE:** 25

**FLSA STATUS:** Exempt  
**LAST REVISED:** XX/XX/10

## JOB SUMMARY:

Under general direction, exercises leadership and management of strategic and tactical clinical objectives specific to duties, tasks and responsibilities related to the daily activities of *STAR Flight* a public safety air rescue program. Oversees and participates in medical teams functioning in program operations including medical care and air transport of critically injured/ill patients, aerial fire fighting, search and rescue and law enforcement assistance. Participates in public service education and safety programs throughout the *STAR Flight* response area.

## DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Public Safety/Emergency Management job family. This classification represents senior management within the department and works closely with program management to provide safe, effective and efficient operations. Provides clinical oversight and quality assurance in accordance with Commission of Accredited Medical Transport System standards (CAMTS). Requires a flexible work schedule and working under difficult conditions to meet the needs of the department. Available for emergency response at all times when in the geographic area. Works some holidays, nights and weekends.

## DUTIES AND RESPONSIBILITIES:

- Participates in planning, developing, managing and implementing programmatic, operational and administrative activities related to *STAR Flight*, including aviation and clinical services. Develops and implements clinical plans, goals and objectives consistent with departmental goals and objectives.
- Manages subordinate clinical staff, including assisting in hiring, training, coaching, performance evaluation, disciplinary actions and dismissals, and directs activities to be consistent with goals and objectives. Facilitates opportunities for improved performance, learning and development of staff and identifies and addresses problems or conflicts.
- Facilitates compliance with Federal, State and Local laws and regulations. Manages and participates in the development of clinical and operational policies and procedures. Establishes clinical operating guidelines and protocols accordingly. Supervises the functions and activities related to the *STAR Flight* quality management and educational development programs and serves as the primary investigative officer into clinical inquiries.
- Provides clinical oversight and direction in conjunction with the *STAR Flight* Medical Director, utilizing Commission of Accredited Medical Transport System standards (CAMTS). Oversees program clinical performance and expectations and participates in the research of clinical trends and advancements.
- Manages and ensures all ongoing clinical training requirements are met. Coordinates with management, staff and external sources in all areas of expertise to access and implement training and continuing education in the areas of aviation, clinical, safety, administrative and other training. Provides opportunities for staff to achieve and maintain all required and professional development training.
- Participates in the development of annual program budget, including medical and operational data. Researches and provides costs, quotes, and bids for purchasing medications and medical equipment. Provides expected medical equipment replacement timetable and costs. Manages and monitors assigned funds and budget expenditures and ensures funds maintained for program needs. Provides operational reports and statistics, as required.
- May respond to emergency calls, as required, to provide medical care/oversight or other mission critical functions. Ensures emergency operations are staffed and operational on a 24/7 basis. Participates in coordinating activities and communicates with external agencies in completing missions and providing appropriate customer service. Ensures all flight qualified medical personnel maintain weight, physical fitness and competency requirements and medical equipment is available and functional at all times, including necessary preventative maintenance. Maintains controlled medications in a secured area(s) and facilitates adequate stocking levels.

# TRAVIS COUNTY JOB DESCRIPTION

DRAFT

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## JOB TITLE: **STAR Flight Chief Clinical Supervisor**

---

JOB CODE: 25XXX  
PAY GRADE: 25

FLSA STATUS: Exempt  
LAST REVISED: XX/XX/10

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### DUTIES AND RESPONSIBILITIES: (Cont.)

- Represents **STAR Flight** and conducts public relations events and educational in-services for Travis County and surrounding service area. Attends community meetings, seminars, conferences, professional association and other meetings and participates on related committees, as required.
- Performs other job-related duties as assigned.

### MINIMUM REQUIREMENTS:

#### Education and Experience:

Bachelor's degree in Emergency Management, Business Administration, Public Administration, Criminal Justice or a directly related field AND (5) years of increasingly responsible experience in emergency medical services or directly related field, including three (3) years of mid-to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

#### **Licenses, Registrations, Certifications, or Special Requirements:**

Valid Texas Driver's License.

Must meet physical ability/strength standards established by Travis County for the **STAR Flight** Program.

Must meet minimum physical fitness requirements established by Travis County for the **STAR Flight** Program.

Subject to the **STAR Flight** mandated Anti-Drug and Alcohol Misuse Prevention Program.

Drug and alcohol testing shall be conducted as part of the pre-employment process.

If Paramedic, includes:

State/National Licensing and City of Austin/Travis County Certification as required by functional assignment.

Texas Department of State Health Services Paramedic Certification.

National Registry of Emergency Medical Technician-Paramedic.

Current certification Basic Cardiac Life Support and Advanced Cardiac Life Support.

Letter of support from Medical Director(s) or direct supervisor.

#### **Paramedic Preferred:**

Previous rotor or fixed-wing flight experience.

Critical Care experience.

Pediatric Advanced Life Support (or equivalent).

Advanced Trauma Life Support/Trauma Nurse Advanced Trauma Course.

Neonatal Resuscitation Program.

Current Flight Paramedic Certified.

Training in and understanding of Incident Command principles.

Demonstrated proficiency in Low to High Angle and Swift Water Rescue techniques.

Helicopter rescue experience.

Bilingual oral proficiency in English/Spanish.

If Flight Nurse, includes:

Current License to practice as a Registered Nurse in the State of Texas.

Current Certification Basic Cardiac Life Support and Advanced Cardiac Life Support.

Current Certification Pre-Hospital Trauma Life Support (or equivalent).

Letter of support from Medical Director(s) or direct supervisor.



# TRAVIS COUNTY JOB DESCRIPTION

DRAFT

---

**JOB TITLE:**     *STAR Flight Chief Clinical Supervisor*


---

**JOB CODE:**     25XXX**PAY GRADE:**     25**FLSA STATUS:**     Exempt**LAST REVISED:**     XX/XX/10**MINIMUM REQUIREMENTS: (Cont.)****Flight Nurse Preferred:**

Previous rotor or fixed-wing flight experience.

Pre-hospital experience.

Level I or Level II trauma center experience.

Possess or meet Texas Department of State Health Services requirements for Emergency Care Attendant, Emergency Medical Technician or Paramedic Certification or Licensure.

National Registry of Emergency Medical Technician or Paramedic.

Pediatric Advanced Life Support (or equivalent).

Advanced Trauma Life Support/Trauma Nurse Advanced Trauma Course.

Neonatal Resuscitation Program.

Current Certified Emergency Nurse, Critical Care Registered Nurse, or Certified Flight Registered Nurse.

Training in and understanding of Incident Command principles.

Demonstrated proficiency in Low to High Angle and Swift Water Rescue techniques.

Helicopter rescue experience.

Bilingual oral proficiency in English/Spanish.

**Knowledge, Skills, and Abilities:****Knowledge of:**

- Functions, policies and procedures, principles, practices and techniques of emergency services and public safety operations.
- Supervisory principles, practices and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Incident Command principles.
- Clinical Practice Standards of Care.
- State and Federal regulatory or administrative requirements and practices.
- Budget development, process and maintenance.
- Methods of presentations.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

**Skill in:**

- Managing subordinates and working with all levels of personnel.
- Meeting emergencies.
- Building consensus and teamwork.
- Explaining complicated technical problems in simple non-technical language.
- Planning and organizing work assignments.
- Low to High Angle and Swift Water Rescue techniques.
- Helicopter rescue techniques.
- Problem-solving and decision-making.
- Both verbal and written communication.

**Ability to:**

- Supervise work of staff members.
- Work as a team member in a diverse organization.
- Communicate effectively.
- Work calmly, effectively, and decisively in emergency situations.
- Reason and make judgments and decisions.
- Prioritize needs, develop and implement plans of action.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.

**TRAVIS COUNTY JOB DESCRIPTION****DRAFT****JOB TITLE:     *STAR Flight Chief Clinical Supervisor*****JOB CODE:       25XXX****FLSA STATUS:     Exempt****PAY GRADE:      25****LAST REVISED:   XX/XX/10****Knowledge, Skills, and Abilities: (Cont.)****Ability to: (Cont.)**

- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include meeting physical ability/strength standards outlined above. Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Based on aircraft weight limitation pilots in these positions should maintain a maximum body weight of 220 pounds. Must be available to work in inclement weather. Subject to contact with dust, dangerous machinery, noise, fumes, potential harm, vibration, communicable diseases, and hazardous chemicals.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**

# TRAVIS COUNTY JOB DESCRIPTION

DRAFT

## JOB TITLE: STARFlight Aircraft Mechanic Senior

JOB CODE: 22XXX

FLSA STATUS: Non-Exempt

PAY GRADE: 22

LAST REVISED: XX/XX/10

### JOB SUMMARY:

Maintains helicopters and/or support functions associated with maintenance activities of **STAR Flight**, a public safety air rescue program. Participates in warranty administration, tracks and assists with spare parts administration, and maintains hangar facility. Assumes the essential duties of the Director of Maintenance if that person is unavailable.

### DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Public Safety/Emergency Management job family. This classification is distinguished by the work performed on the **STAR Flight** aircraft to meet airworthiness requirements and by providing leadership to the mechanic staff at the repair shop level. This classification requires a flexible work schedule to meet the needs of the department. Available for emergency response at all times when in the geographic area. Emergency operations require working under difficult conditions. May be required to work extensive hours with minimal rest during periods of emergency operations.

### DUTIES AND RESPONSIBILITIES:

- Assists the Director of Maintenance with monitoring maintenance functions. Also assists by working with Original Equipment Manufacturers (OEMs) to resolve technical issues.
- Provides an additional level of quality control over maintenance activities.
- Provides leadership to the mechanic staff and provides information to management to facilitate in the evaluation of performance.
- Performs scheduled and unscheduled helicopter maintenance, including electrical and avionics trouble shooting, component replacement and/or repair. Tracks and balances main rotor and tail rotor systems. Work is performed in compliance with Federal Aviation Administration (FAA) regulations, Approved Aircraft Inspection Program, (AAIP), Travis County Emergency Medical System (EMS) Operations Manual, manufacturer's maintenance specifications, and other approved related regulations.
- Performs scheduled or unscheduled maintenance on helicopters, including support equipment and flight crew helmets, and application of paint to aircraft and flight crew helmets.
- Performs hangar cleaning, cleans equipment and maintains a clean and safe work area and environment.
- Maintains required up-to-date physical inventory of parts, tools, materials, equipment and supplies.
- Rides in aircraft during operational check flights to evaluate aircraft performance.
- Maintains revision status of technical manuals. Reads and interprets manufacturers' maintenance manuals, service bulletins, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components.
- Assists and/or performs maintenance training. Addresses issues related to ground safety and training by crewmembers.
- Documents and completes FAA required records, logbooks, and historical data entries of maintenance performed.
- Performs other tasks necessary to comply with FAA Part 135 certification.
- Performs other job-related duties as assigned.

### MINIMUM REQUIREMENTS:

#### Education and Experience:

High School diploma or G.E.D. AND five (5) years experience in repair and maintenance of helicopters, including three (3) years experience in the STAR Flight program;

# TRAVIS COUNTY JOB DESCRIPTION

DRAFT

## JOB TITLE: STARFlight Aircraft Mechanic Senior

JOB CODE: 22XXX

FLSA STATUS: Non-Exempt

PAY GRADE: 22

LAST REVISED: XX/XX/10

### MINIMUM REQUIREMENTS: (Cont.)

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

### Licenses, Registrations, Certifications, or Special Requirements:

Valid Texas Class C Driver's License (CDL).

Possession of a valid issued Federal Aviation Administration (FAA) Airframe and Power Plant Certificate.

Must meet physical ability/strength standards established by Travis County for the **STAR Flight** Program.

Subject to the **STAR Flight** mandated Anti-Drug and Alcohol Misuse Prevention Program.

Drug and alcohol testing shall be conducted as part of the pre-employment process.

### Knowledge, Skills, and Abilities:

#### Knowledge of:

- Principles of helicopter operations and maintenance, navigation and instrument flight equipment.
- Methods, materials and tools used in maintaining helicopters.
- Factory training in maintenance of helicopters.
- Methods, safety procedures and standard practices of the aircraft mechanic airworthiness functions.
- Federal Aviation Administration and aircraft maintenance regulations.
- Facilities and property management.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

#### Skill in:

- Using and caring of common and special purpose aircraft maintenance tools and test equipment.
- Tracking and balancing of main rotor and tail rotor systems.
- Preparing and applying of aircraft and flight crew helmets finishes.
- Meeting emergencies.
- Proper and applicable safety practices, procedures and regulations.
- Explaining complicated problems in simple non-technical language.
- Calculating estimates of time, labor and quantities of materials needed.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Both verbal and written communication.

#### Ability to:

- Maintain aircraft and other equipment.
- Maintain accurate logs.
- Read and comprehend technical publications.
- Communicate effectively.
- Work calmly, effectively and decisively in emergency situations.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Maintain and repair helicopters.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, emergency services professionals and the general public.

**TRAVIS COUNTY JOB DESCRIPTION****DRAFT****JOB TITLE: STARFlight Aircraft Mechanic Senior****JOB CODE: 22XXX****FLSA STATUS: Non-Exempt****PAY GRADE: 22****LAST REVISED: XX/XX/10****WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include meeting physical ability/strength standards outlined above. Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Must be available to work in inclement weather on a 24 hour a day basis. Subject to contact with dust, dangerous machinery, noise, fumes, potential harm, vibration, communicable diseases, and hazardous chemicals.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**

**Travis County Commissioners Court Agenda Request**

#

8

Voting Session: February 16, 2010  
(Date)

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

**I. Request**

A. Request made by: **Roger Jefferies, Exec. Manager, Criminal Justice Planning**  
**Phone # 854-4759**

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

B. Requested text:

Consider revisions to the Human Resources Management Director job description and take appropriate action.

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

**II. Additional Information**

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

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.

Sherri Fleming, Executive Manager  
HHS – 854-4100

Joe Gieselman, Executive Manager  
TNR – 854-9383

Rodney Rhoades, Executive Manager  
PBO – 854-9106

Danny Hobby, Executive Manager  
Emergency Services – 854-9367

**III. Required Authorizations: Please check if applicable:**

\_\_\_\_\_ **Planning and Budget Office (854-9106)**

\_\_\_\_\_ **Human Resources Management Department (854-9165)**

\_\_\_\_\_ **County Attorney's Office (854-99415)**

\_\_\_\_\_ **County Auditor's Office (854-9125)**

\_\_\_\_\_ **Purchasing Department (854-9700)**



# *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

\*\*\*

**PLACE HOLDER**

\*\*\*

**PLACE HOLDER**

\*\*\*

**VOTING SESSION** February 16, 2010

**ITEM #** \_\_\_\_\_

## **BACKUP MEMORANDUM**

**DATE:** February 5, 2010

**TO:** Members of the Commissioners Court

**VIA:** Roger Jefferies, Executive Manager, Criminal Justice Planning

**FROM:** Tracey Calloway, Interim Director, Human Resources Management

**SUBJECT:** Human Resources Management Director Job Description

### **Proposed Motion**

Consider revisions to Human Resources Management Director Job Description and take appropriate action.

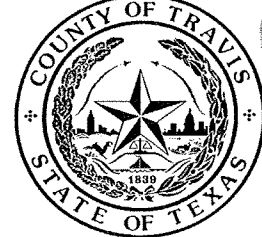
### **Staff Recommendation**

### **Summary**

### **Background**

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

#9



**VOTING SESSION:** February 16, 2010

- I. Request made by: Roger Jefferies, Executive Manager, Justice and Public Safety

Requested topic:

## **CONSIDER AND TAKE APPROPRIATE ACTION TO ESTABLISH TRAVIS COUNTY LOCAL DATA ADVISORY BOARD AS REQUIRED BY HOUSE BILL 2730 PASSED BY THE 81<sup>ST</sup> TEXAS LEGISLATURE**

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 must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Greg Hamilton, Travis County Sheriff, 49788  
Rosemary Lehmberg, Travis County DA, 49400  
David Escamilla, Travis County CA, 49415  
Amelia Rodriguez-Mendoza, District Clerk, 49737  
Dana DeBeauvoir, County Clerk, 49188  
Joe Harlow, ITS, 49666  
Mike McDonald, ACM, City of Austin  
Art Acevedo, Police Chief, City of Austin

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COUNTY JUDGE'S OFFICE  
10 FEB 11 PM 1:59

- III. Required Authorizations: Please check if applicable.

### **Planning and Budget Office (854-9106)**

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

### **Human Resources Department (854-9165)**

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

### **Purchasing Office (854-9700)**

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

### **County Attorney's Office (854-9415)**

- ☒ Contract, Agreement, Policy & Procedure

### **AGENDA REQUEST DEADLINE:**

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





## **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger Jefferies, Executive Manager**

**P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417**

**Criminal Justice Planning**

Roger Jefferies  
(512) 854-4415

**Counseling & Education Services**

Caryl Colburn  
(512) 854-9540

**Juvenile Public Defender**

Kameron D. Johnson  
(512) 854-4128

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

**From:** Roger Jefferies, Executive Manager, Justice and Public Safety

A handwritten signature in black ink, appearing to be "RJ", is written over the "From:" line.

**Date:** February 8, 2010

**SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION TO ESTABLISH  
TRAVIS COUNTY LOCAL DATA ADVISORY BOARD AS REQUIRED  
BY HOUSE BILL 2730 PASSED BY THE 81<sup>ST</sup> TEXAS LEGISLATURE**

---

House Bill 2730 (Article 21), passed by the 81<sup>st</sup> Texas Legislature, requires the Commissioners Court in counties which have average disposition completeness percentages of less than 90%, of both juvenile and adult dispositions, to establish a Data Advisory Board. (A copy of the bill is attached for your information.)

A disposition is defined as "an action that results in the termination, transfer to another jurisdiction, or indeterminate suspension of the prosecution of a criminal charge." A "disposition completeness percentage" is defined as "the total number of charges divided by the total number of final dispositions the Texas Department of Public Safety has received from a county." This formula calculates a county's compliance percentage.

The Data Advisory Board by statute must include:

- Sheriff or designee
- District Attorney or designee
- County Attorney or designee

- District Clerk or designee
- County Clerk or designee
- Police Chief or designee
- Representative of the county's automated data processing services (ITS)

The Data Advisory Board must prepare a data improvement plan that describes how the county will improve the disposition completeness percentage; ensures that the disposition completeness percentage achieves the 90% or better threshold by January 1, 2013; and maintains the percentage at 90% or above going forward from that date.

A group of representatives from most of the offices of the statutorily required participants have met informally to begin planning for the development of the plan. All offices have been contacted in preparation of this request.

The plan is due to the Texas Department of Public Safety by June 1, 2010, which in turn will compile the reports from across the state and submit their findings to the legislature.

**We are respectfully requesting that the Commissioners Court formally establish the Travis County Data Advisory Board with the charge to develop a data improvement plan by June 1<sup>st</sup>, 2009. The plan will include steps to ensure that the County achieves and maintains a disposition completeness percentage of 90% or above by January 1, 2013.**

Forwarded for your review and consideration.

#### Attachments

c:     Travis County Sheriff  
         District Attorney  
         County Attorney  
         District Clerk  
         County Clerk  
         City of Austin Police Department  
         Director, Travis County ITS

## ARTICLE 21. CRIMINAL HISTORY REPORTING

SECTION 21.001. Chapter 60, Code of Criminal Procedure, is amended by adding Article 60.10 to read as follows:

Art. 60.10. DATA REPORTING IMPROVEMENT PLAN. (a) In this article, "disposition completeness percentage" has the meaning assigned by Article 60.21(c).

(b) This article applies only to a county that has an average disposition completeness percentage, including both juvenile and adult dispositions, of less than 90 percent, as reflected in the first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2009.

(c) The commissioners court of a county described by Subsection (b) shall establish a local data advisory board as described by Article 60.09 not later than November 1, 2009. A local data advisory board established under this article may include any person described by Article 60.09(b) and must include:

(1) the sheriff of the county, or the sheriff's designee;

(2) an attorney who represents the state in the district courts of the county;

(3) an attorney who represents the state in the county courts of the county;

(4) the clerk for the district courts of the county, or the clerk's designee;

(5) the clerk for the county courts of the county, or

the clerk's designee;

(6) the police chief of the municipality with the greatest population located in the county, or the chief's designee;

(7) a representative of the county's automated data processing services, if the county performs those services; and

(8) a representative of an entity with whom the county contracts for automated data processing services, if the county contracts for those services.

(d) In addition to the duties described by Article 60.09(a), a local data advisory board established under this article must prepare a data reporting improvement plan. The data reporting improvement plan must:

(1) describe the manner in which the county intends to improve the county's disposition completeness percentage;

(2) ensure that the county takes the steps necessary for the county's average disposition completeness percentage to be equal to or greater than 90 percent in the first report the Department of Public Safety submits under Article 60.21(b)(2) on or after January 1, 2013; and

(3) include a comprehensive strategy by which the county will permanently maintain the county's disposition completeness percentage at or above 90 percent.

(e) Not later than June 1, 2010, a local data advisory board established under this article shall submit to the Department of Public Safety the data reporting improvement plan prepared for the

county. On receipt of a data reporting improvement plan under this article, the department shall post the plan on the Internet website maintained by the department.

(f) The public safety director of the Department of Public Safety may adopt rules concerning the contents and form of a data reporting improvement plan prepared under this article.

(g) This article expires September 1, 2013.

SECTION 21.002. Article 60.21, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) The Department of Public Safety shall:

(1) monitor the submission of arrest and disposition information by local jurisdictions;

(2) annually submit to the Legislative Budget Board, the governor, the lieutenant governor, the state auditor, and the standing committees in the senate and house of representatives that have primary jurisdiction over criminal justice and the Department of Public Safety ~~[council]~~ a report regarding the level of reporting by local jurisdictions;

(3) identify local jurisdictions that do not report arrest or disposition information or that partially report information; and

(4) for use in determining the status of outstanding dispositions, publish monthly on the Department of Public Safety's Internet website or on another electronic publication a report

listing each arrest by local jurisdiction for which there is no corresponding final court disposition.

(c) The report described by Subsection (b)(2) must contain a disposition completeness percentage for each county in this state.

For purposes of this subsection, "disposition completeness percentage" means the percentage of arrest charges a county reports to the Department of Public Safety to be entered in the computerized criminal history system under this chapter that were brought against a person in the county for which a disposition has been subsequently reported and entered into the computerized criminal history system.

ARTICLE 22. TRANSFER OF REGULATORY PROGRAMS RELATING TO  
DISPENSING CONTROLLED SUBSTANCES BY PRESCRIPTION

SECTION 22.01. (a) The director of the Department of Public Safety or the director's designee, the executive director of the Texas State Board of Pharmacy or the executive director's designee, and the executive director of the Texas Medical Board or the executive director's designee shall meet as an interagency council to develop a transition plan for the orderly transfer from the Department of Public Safety to the Texas State Board of Pharmacy of certain records and regulatory functions relating to dispensing controlled substances by prescription under Chapter 481, Health and Safety Code.

(b) In developing the transition plan, the council shall:

(1) consult with the Health and Human Services

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

10

Voting Session: FEBRUARY 16, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING  
STAR FLIGHT BUSINESS PLAN OPTIONS AND RECOMMENDATIONS.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

10 FEB 10 PM 1:35

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COUNTY JUDGE'S OFFICE




Austin-Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, Executive Manager, Emergency Services 

**From:** Casey Ping, Program Director, **STAR Flight**

**Date:** February 8, 2010

**Subject:** **STAR Flight** Business Plan Options and Recommendations

This memorandum reviews several options for the Court to consider regarding next steps for the **STAR Flight** Business Plan (SFBP), and provides a recommendation from staff for the option that would best benefit the **STAR Flight** program in our service delivery to the residents of Travis County and those we serve outside the county.

The **STAR Flight** Business Plan was approved by the Travis County Commissioners Court and commenced October 1, 2008. The SFBP recommended staffing the second aircraft daily for a 12 hour period, assuming second aircraft availability. This would allow us to test the financial model before the Commissioners Court committed to purchasing a third aircraft and when necessary hiring additional flight personnel. I have attached for your review an 18 month update on the **STAR Flight** Phase One Business Plan.

Travis County Purchasing, the County Attorney's Office, Emergency Services and **STAR Flight** management negotiated a non-binding aircraft purchase agreement with American Eurocopter for a third EC-145. This was done in order to lock-in pricing ahead of expected aircraft price increases and decrease the air frame acquisition time. This was approved by the Commissioners Court on June 17, 2008. Under the terms of this agreement the Commissioners Court was required to decide on whether to exercise the purchase option in this agreement by October 31, 2009.

Unfortunately, the SFBP was not able to produce the transport numbers or revenue as projected. This was due to multiple factors that included delays in the hiring and training of new employees; unanticipated maintenance and repairs; tough economic conditions producing dwindling health benefits and some residents becoming uninsured or burdened to the point that they needed to settle their accounts; scrutiny of aero medical transport at a national level; and recent drought and low lake conditions preventing normal volume of leisure and



recreational activities. These conditions are expected to return to normal over time and should result in previously projected mission volumes. In addition, Helicopter Emergency Medical Services (HEMS) regulations being recommended by the National Transportation Safety Board (NTSB) and considered by the Federal Aviation Administration (FAA) could dramatically alter the HEMS industry nationally and locally. **STAR Flight** currently meets or exceeds all of the regulations and recommendations. This ideally positions us to assume a greater role in pre-hospital air transport should the need arise.

### **STAR Flight Business Plan Options**

The Commissioners Court should consider the following information when reviewing the two options below and deciding how to proceed with the SFBP:

- **STAR Flight** (Shock Trauma Air Rescue) is a public safety helicopter program in Travis County that provides a community service in critical air emergency medical response, search and rescue, fire suppression, law enforcement operations and homeland security. The program has been in continuous service since 1985, and serves both residents of Travis County and citizens throughout the Central Texas region.
- Our ability to react to changing call volume and community demand is generally limited to airframe acquisition. Historically, the new airframe acquisition process has taken between 18-24 months.
- Both options listed below **do not** recommend the hiring of the additional personnel at this time. That should be determined solely by call volume, demand and revenue.
- In accordance with the SFBP, the purchase of a third aircraft would be recommended if operations and financial conditions warranted it. Due to the economy downturn and other conditions already mentioned, it was not recommended in the FY 2009 budget process. However, there are potentially new conditions that could provide significant community benefit to purchasing the third aircraft now.
- The decision of when to purchase the third aircraft has significant affects on scheduled maintenance and the availability of the current 12/7 aircraft.

### **OPTION ONE**

Continue to operate one aircraft 24/7 and one aircraft 12/7.

**Note:** The costs listed below are in addition to regularly scheduled maintenance and only includes engines, engine rentals and main gear boxes.

**FY 11 - \$1,015,734**

**FY 12 - \$1,404,205**

**FY 13 - \$ 347,180**

**FY 16 - \$1,359,270**

**Note:** See attached financial forecast model that reflects these costs and staying with our current fleet and operations.

**Operational Impact:** Days in which there would **not** be a second aircraft available due to scheduled maintenance.

FY 10 - 85

FY 11 - 85

***Missed Missions (Busy):*** Calls that were missed due to one aircraft being down (example: scheduled maintenance and repairs) that allowed only one aircraft to be available for service.

FY 10 - 59

FY 11 - 59

### **OPTION TWO**

Continue to operate one aircraft 24/7, the second aircraft 12/7 **AND** purchase the third aircraft in FY10. (Aircraft delivered approximately May 2010).

Adding a third aircraft reduces the number of service days lost to schedule maintenance, extends the timeline for scheduled maintenance on the current two aircraft due to rotation of the fleet, reduces missed mission calls by having two aircraft available for service, prepares the program for the future, and eliminates the aircraft acquisition process time. It allows Travis County to respond to a changing helicopter EMS (HEMS) industry and meet customer service demands.

**FY 13 - \$1,141,274**

**FY 14 - \$1,577,760**

**FY 15 - \$1,282,332**

**FY 16 - \$ 826,990**

**Operational Impact:** Days in which there would **not** be a second aircraft available because of scheduled maintenance:

FY 10 - 42

FY 11 - 0

**Missed Missions (Busy):** Calls that were missed with both aircraft being available for service and having a third aircraft in the fleet.

FY 10 - 20

FY 11 - 20

### **Aircraft Purchase Cost**

The information provided below is the cost of the third helicopter based on the calendar year it is purchased.

<b><u>Year</u></b>	<b><u>Purchase Price</u></b>	<b><u>Completion Price</u></b>	<b><u>Total</u></b>
2009	\$6,294,261	\$ 896,876	\$7,191,137
2010	\$6,701,735	\$ 986,298	\$7,688,033
2011	\$7,001,491	\$1,045,475	\$8,046,966
2012	\$7,430,709	\$1,108,203	\$8,538,912

***Note: American Eurocopter (aircraft) and Metro Aviation (completion) have agreed to hold 2009 pricing for contracts issued by March 2010.***

### **Aircraft Configuration and Capability**

This pricing is for aircraft identical to the current **STAR Flight** fleet. The current fleet is state of the art Helicopter EMS that includes Instrument Flight Rule (IFR) capability, Night Vision Goggle (NVG) compatible lighting, satellite tracking with video and voice recording and helicopter terrain and obstacle avoidance and awareness systems. It does not currently include the rescue hoist but management feels there are grants available that could provide funding for a rescue hoist for this aircraft.

## **RECOMMENDATIONS**

**STAR Flight** management and Emergency Services management recommends the purchase of a third aircraft for the **STAR Flight** program, along with the approval of the two necessary contracts with American Eurocopter (aircraft) and Metro Aviation (completion). A third aircraft offers the following significant advantages:

- **Future Community Needs** – allows Travis County to respond to changing needs in our community whether they be critical air emergency medical services, search and rescue, fire suppression, law enforcement operations and homeland security.
- **Out of Service** – reduces the number of days the second aircraft is unavailable (scheduled and unscheduled maintenance).
- **Deferred Maintenance** – would allow deferred costs of \$1,015,734 in FY 2011 and \$1,404,205 in FY 2012 in scheduled maintenance expense.
- **Aircraft Purchase Cost** – reduces cost to Travis County taxpayers for the purchase of a third aircraft. Purchasing now would reduce future purchase price in FY 2010 and in FY 2011 as stated above.
- **Aircraft Availability** - lowers missed days from 85 to 42 days in 2010 and from 85 to zero days in 2011. Also, assures hospital contract obligations and service demands.
- **Aircraft Acquisition Time** – eliminates aircraft acquisition time for future expansion as community call volume changes occur.
- **Increased Revenue** – Increased availability provides multiple benefits including meeting the communities needs but also increases revenue potential.

The purchase of a third aircraft in 2010 offers great benefits to the residents of Travis County, the citizens of Central Texas, our hospital partners, and the **STAR Flight** program.

Thank you for your consideration in this matter.



Austin-Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, Executive Manager, Emergency Services  
Travis County

**From:** Casey Ping, Program Manager, **STAR Flight**  
Travis County

**Date:** February 2010

**Subject:** **STAR Flight** Phase One Business Plan Update

This is an 18 month update on the **STAR Flight** Business Plan. Phase One of this plan was approved by the Travis County Commissioners Court and commenced October 1, 2008. We continue to operate one aircraft on a 24 hour basis at the University Medical Center at Brackenridge and one aircraft 12 hours per day, depending on availability, at the **STAR Flight** Hangar.

**Personnel**

The Commissioners Court approved nine (9) additional FTE's for the **STAR Flight** program with the business plan. This included: three pilots, two flight nurses, two flight paramedics, one mechanic and one administrative assistant. More pilots were hired than flight nurses/paramedics to create complete flight teams and to increase the relief factor to counter a growing overtime budgetary problem. Before the hiring process the program employed five (5) flight nurses and five (5) flight paramedics, but only four (4) line pilots. The additional flight personnel brought us to a total of 7 complete line crews (pilot, flight nurse and flight paramedic). Six of these crews cover the majority of the 1.5 aircraft schedule. The remaining crew is used to cover a small portion of the 1.5 aircraft schedule, plus relief for training, sick and vacation. It should be noted that in addition to the increase in the amount of time we have aircraft and crews available to provide service to the community we have also reduced overtime costs. The overtime expenditures decreased \$37,577 between FY09 and FY10 despite adding 9 new personnel. These overtime savings were the direct result of management personnel modifying the previous schedule as new personnel were cleared to independent duty. The implementation of this schedule plus the relief personnel currently employed also offer more operational flexibility and cost savings should an employee: have an on or off the job injury, need to exercise FMLA benefits, be activated for military service or suffer other short term issues that prohibit them from working.

The Commissioner's Court approved the hiring process prior to the beginning of the fiscal year. This saved 90 days of the Business Plan period and allowed us to coordinated scheduled maintenance and non-flight training.

**Pilots** - Two pilots were offered positions beginning October 1, 2008. The third pilot was deferred until February 2009 because of military issues. Retrospectively, this was a very good decision because training three new pilots with only two aircraft and two instructor pilots would have resulted in a less-than-ideal training scenario which would have most likely delayed their final clearance. One of the new pilots was not adapting with the **STAR Flight** specific aviation training and resigned in early December, 2008. A second

hiring process was initiated with the goal of bringing both pilots on in February 2009. Presently, all pilot positions have been filled and all of the pilots have completed their required training and are cleared to independent duty.

**Flight Nurses** - Two flight nurses were hired in October 2008 and have completed all of their initial training and are cleared to independent duty.

**Flight Paramedics** - Three flight paramedics were hired in October 2008 consisting of two new hire's and one replacement for a veteran flight paramedic who chose to remain with Austin-Travis County EMS before the October 2008 city to county transition. Two flight paramedics completed all of their initial training and are functioning independently. One of the new flight paramedic's decided to return to his family (out of state) and tendered his resignation in December 2008. Additionally, one of the veteran flight paramedics decided to return to the Austin-Travis County EMS Department after the transition was complete. A second hiring process was initiated and two flight paramedic positions were filled. We are currently conducting a selection process to fill this position.

**Mechanic** - One mechanic was hired in October 2008 and has completed all their required training and has been cleared to independent duty. The third mechanic decreases the time an aircraft spends out of service for scheduled maintenance and allows us to usually have a mechanic available at the hangar seven days per week. This has decreased the aircraft out of service time for unscheduled maintenance and overtime expenditures for call-backs.

**Administrative** - One Administrative Assistant has been hired and has been assuming greater responsibility as she becomes familiar with Travis County and **STAR Flight** processes

## **Maintenance**

**Scheduled Maintenance** - The EC-145 aircraft operated by Travis County are required to undergo regularly scheduled maintenance inspections which generally occur at 300 flight-hour intervals. The length and complexity of these inspections vary depending upon the type of inspection (300 hr verses 600 hr) and the items discovered during the inspections that require additional attention. Additionally, time-limited components are required to be replaced or overhauled as they reach maturity.

Both aircraft were individually out of service during this period for scheduled maintenance inspections. It should be expected that, at the current flight time accrual, at least two of these inspections will be required during each fiscal/calendar year. The cost for these inspections is included in the **STAR Flight** budget.

**System Enhancements/Improvements** - The Travis County Commissioners Court approved, as part of the **STAR Flight** Business Plan and FY09 Budget, several enhancements to the current aircraft. These included the Vehicle and Engine Multi-Function Display (VEMD) Mast Moment modification, LED Anti-Collision Light and Outerlink Satellite tracking/video/voice recording system. These modifications were completed by Metro Aviation in Shreveport, LA.

**Safety Enhancements** - While the aircraft was at Metro Aviation for the modifications listed above the decision was made to install the Honeywell MK XXI Helicopter-Enhanced Ground Proximity Warning System (EGPWS) which is referred to in the aviation industry as the Helicopter Terrain Awareness and Warning System (HTAWS). This decision was made to improve safety and reduce the costs associated with an additional round trip for the aircraft and associated travel costs for the personnel to accomplish the modifications while the aircraft was already. It is widely anticipated that this equipment will become a

Federal Aviation Administration (FAA) requirement aimed specifically at improving flight safety for all Helicopter EMS (HEMS) operators.

**Barrier Filters** – Barrier Filters were part of the original aircraft purchase and there was substantial development time. One aircraft had barrier filters installed in 2008 and one was installed in 2009. The installation contributed to the aircraft out of service time for scheduled maintenance in 2009. Both aircraft currently have the barrier filters installed.

These improvements will individually and collectively improve the safety and efficiency of our flight operation as well as reduce overall long-term costs. However, in the short term, the maintenance down-time required to implement all of these modifications resulted in a decrease in second aircraft availability. During the period from October 1, 2008 March 31, 2009 we lost 103 days for maintenance of which 96 were for scheduled maintenance and aircraft modification.

### **Transition of COA Employees to Travis County**

During this period the **STAR Flight** program transitioned all of the previous City of Austin employees to Travis County employment. While the transition went very well there was significant management involvement and changes.

Those changes include:

Transitioning all of the IT related hardware and software from COA to Travis County. This includes the components (computers, printers, radios, cell phones, station phones) and the systems (networks, files, media, etc.),

Transitioning all previous COA employees to Travis County employment along with all of their transition benefit time,

Administrative issues which continue to arise and are being addressed or resolved as they occur. Examples include:

- Patient billing
- Customer service related to billing including settlements and payments
- Public information
- Medical supplies
- Legal processes (to include subpoena's which require administrative search and data collection)

### **'Business Plan (Phase One)**

**Patient Transports** – The number of patient transports for FY09 was 776. This figure can be further defined and includes 201 in county and 575 out of county transports. Unfortunately we were not able to produce the transport numbers or revenue as projected in the business plan. This was due to multiple factors that included delays in the hiring and training of new employees, changing economic conditions, intense scrutiny of aero medical transport at a national level, and drought and low lake conditions preventing normal volume of leisure and recreational activities.

After evaluation it is our opinion that the lower-than-expected transport volume is based upon the following conditions:

1. The number of days lost to maintenance was more than expected. This can be attributed to several factors including:

- a. The installation of the EGPWS / HTAWS system. This was not a consideration during the business planning process but was added because of the increased safety and high indication that it would become a Federal requirement,
  - b. Tail boom repairs that were not anticipated. These repairs were completed during scheduled maintenance inspections which extended the down-time incurred during the inspection process.
2. The Maryland State Police fatal mishap which resulted in significant high profile media coverage regarding the safety of HEMS operations to include specific scrutiny as to whether the patients needed to be transported by air at all. This resulted in most EMS agencies and Hospitals re-evaluating their air transport criteria. At present, this evaluation trend seems to be diminishing.
3. EMS and Hospital awareness of the second aircraft/crew availability. We were hesitant in communicating the availability of the second aircraft/crew to our customers until it was operating on a regular basis. Specifically, we needed to avoid the dissatisfaction incurred in communicating to our primary stakeholders that an asset was not available after having informed them that it was.
4. **STAR Flight** operations were consumed during this period by new employee classroom / field / flight training, aircraft maintenance and City of Austin to Travis County employee transition.

These factors are expected to return to normal conditions and should result in previously projected mission volumes. This decrease is consistent with aero medical transport decreases seen in Dallas, Houston and San Antonio.

Transports during the first quarter of FY10 are 174. Currently the biggest limitation affecting transports' has been the unusual winter weather patterns this year with 94 missions canceled due to weather. During January 2010 we had 57 transports and 20 aborts for weather (54% higher than January 2009). Based on those factors we estimate FY10 transport totals to be between 900-950 patient transports.

### **Contracts**

**STAR Flight** currently has the following contracts for service and completes 100% of the specialty team's aero medical transports.

- St. David's Network
  - STDH Neonatal Transport Team
  - STDH High Risk Obstetrical Transport Team
- Seton Network
  - Dell Children's Pediatric Transport Team
  - Seton Neonatal Transport Team
  - Seton Organ Transplant Team
  - University Medical Center at Brackenridge High Risk Obstetrical Transport Team

**Missed Missions (Busy)** - This was one of the reasons for the **STAR Flight** Business Planning process. The number of missed missions (busy) was continuing to grow. This



number grew from 69 in FY06 to 121 in FY07 to 159 in FY08. This is the primary indicator of our service availability to our customers.

In 1999 missed missions (busy) was one of the reasons that Seton Network outsourced their aero medical needs to a private aero medical company. We have since regained their aero medical busy but missed busy remains a primary indicator of service to our customers (Travis County and Central Texas residents, local and regional hospitals, EMS and Public Safety agencies).

In FY09 the number of missed busy was 74. The majority, >80% of the missed occurred when the second aircraft was unavailable for scheduled maintenance. In months between Oct 2009 and Feb 2010 we missed 11 flights because aircraft were busy. 7 of the 11 occurred while the second aircraft was unavailable because of scheduled maintenance. This indicates quite clearly that the second aircraft/crew is currently capturing the majority of the missed flights (busy).

**Revenue** - The following information is provided by John Ralston, Assistant Director, Austin-Travis County EMS and is based upon trips from October 1<sup>st</sup>, 2008 through January 31, 2009.

<b><u>Non Resident-Average Bill</u></b>	
(Business Plan Estimate)	\$11.088
(Actual)	\$10,868
Difference	-1.984%
<b><u>Non Resident-Gross Collection Percentage</u></b>	
(Business Plan Estimate)	45.6%
(Actual)	44.72%
Difference	-.88%
<b><u>Resident-Average Bill</u></b>	
(Business Plan Estimate)	\$4,604
(Actual)	\$4,546
Difference	-1.26%
<b><u>Resident-Gross Collection Percentage</u></b>	
(Business Plan Estimate)	48.9%
(Actual)	50.84%
Difference	+1.99%

Revenue from a specific patient can normally take up to 6 months to accrue. This is because of the delay between service, billing and insurance processes.

The Commissioners Court recently raised the lift off fee for Travis County residents (\$2,700 to \$3,400) and non Travis County residents (\$7,000 to \$7,500). The Travis County resident rate was below Medicare allowable so that increase should increase revenue while hopefully reducing any severe impact on the resident. These increases should help revenue and cover additional expenses.

**Additional Considerations** - The second aircraft and crew has also allowed flexibility that reduces cost and improves departmental efficiency. They include:

1. Placing the second aircraft/crew in a first-up position between the hours of 1800-2000.

- a. This allows the primary aircraft's day crew to have a higher likelihood of terminating their shift on-time. This reduces the accrual of overtime because the off-going crew is less susceptible to being assigned a near-end-of-shift dispatch which would carry them well beyond the normal shift-end at 1900.
  - b. It also increases efficiency as the on-coming night crew can accomplish their shift briefing, pre-flight inspections and preparations with a decreased likelihood of an interrupting dispatch.
2. Training while the second aircraft/crew is on duty at the hangar.
- a. We have been able to use this on duty time, assuming they are not on emergency flight to conduct training. This reduces overtime and off-duty impact on personnel.
  - b. Historically the majority of training has been completed while personnel are off-duty. This resulted in increased expense and personnel having to work during off-duty time. On duty training is not appropriate for all training but is utilized where it can be.

Phase One of the **STAR Flight** Business Plan is complete. Retrospectively, it was a tremendous undertaking and each of the elements listed above were organization-changing events in their own right. When one considers that we performed them all simultaneously the effort expended becomes readily apparent and the completion of this critical phase is an accomplishment unto itself.

There have been many factors that have influenced the program and the business plan since it's completion in 2008 and formal adaption in the FY09 budget. We feel the principals' of the business plan developed after months of review and program scrutiny are still fundamental sound. It is clear that some modifications are necessary based upon the changes that occurred.

During the original business planning process a third aircraft and additional personnel for 24 hour staffing of the second aircraft were considered to occur simultaneously. It is now apparent that these should really be separate decisions that will occur at different times and based upon different factors.

The decision to purchase a third aircraft is really a fleet size decision and should be made based upon multiple factors to include aircraft acquisition/completion timeline, on going maintenance expenses, aircraft cost and availability of second aircraft.

The decision to staff the second aircraft 24 hours per day should be based solely on call volume/demand and revenue.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

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**Voting Session:** FEBRUARY 16, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING  
STAR FLIGHT PROGRAM OVERVIEW AND HOSPITAL CONSIDERATIONS.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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




Austin-Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, Executive Manager, Emergency Services 

**From:** Casey Ping, Program Director, **STAR Flight**

**Date:** February 8, 2010

**Subject:** **STAR Flight** Program Overview and Hospital Considerations

This memorandum provides an overview of **STAR Flight** program since its inception, and to ask you to consider our past and how the program developed over time, and ask you to consider our future by participating in a partnership strategy that will not only sustain today's service needs but will also put in place provisions for tomorrow's pre-hospital care within our community.

### **STAR Flight Purpose Statement**

To preserve life, improve health and support public safety through a community based service delivery program providing a multi-mission public safety aviation response for the residents of Travis County and the nineteen counties it serves.

### **History Highlights of the Program**

- **May 16, 1985**, the **STAR Flight** (Shock Trauma Air Rescue) air medical program, sponsored by Travis County and the City of Austin, begins its operations with one primary aircraft staffing one pilot and one flight paramedic responding only within Travis County.
- **Fall of 1985**, a relationship with a local hospital, Brackenridge Hospital, begins with interfacility transfers missions with a nurse from the ER.
- **Early 1986**, other central Texas EMS services began requesting **STAR Flight** for assistance. As more demand for services is requested, Travis County funds the program and establishes mission priorities along with staffing needs.

- **Early 1990**, replacement aircraft arrives along with the decision to expand mission profile and capabilities to include search and rescue, law enforcement support and fire suppression. **STAR Flight** is no longer just a Travis County asset, it becomes a community asset.
- **Fall of 1999**, the City of Austin and Travis County creates the Austin-Travis County EMS System, along with the first Program Manager position for the **STAR Flight** program.
- **Mid 2000**, **STAR Flight** begins specialty transports with Seton Medical Center at Brackenridge to include pediatric patient transfer requests.
- **April 2001**, **STAR Flight** becomes the first public safety helicopter program to attain CAMTS (Commission on Accreditation of Medical Transport System) accreditation. **STAR Flight** remains the only public program in the United States to seek and obtain CAMTS accreditation.
- **Spring 2006**, two new EC145 aircraft arrive to replace the EC135s. Our safety profile increases with increased technology to include night vision goggles, color weather radar, storm scope, and auto pilot capabilities.
- **Spring 2007**, the program expands its specialty missions to include additional pediatric patient transfer requests, maternal transport requests, and organ transplant requests. We begin flying the St. David's Neonatal Specialty Transport Team during inter-facility transfer requests.
- **Fall 2008**, Travis County Commissioners Court approves the first phase of the **STAR Flight** Business Plan which includes moving the entire program into Travis County control (including medical staff) and staffing the second aircraft half time. The second phase was to recommend the addition of a third aircraft but had to be delayed due to the economic downturn and lower revenue collections from air medical transports.
- **Fall 2009**, Travis County Commissioners Court approves one-time funding for the staffing of the second aircraft half time.
- **January 2010**, Travis County Commissioners Court approves lift-off fee increases for residents of Travis County and non-residents of Travis County.

## **AIRCRAFT BASE OF OPERATIONS**

The **STAR Flight** program, Travis County and citizens of our community benefit from our historical arrangement of housing **STAR Flight** aircraft and crews at local hospitals. The primary aircraft has been operated out of the University

Medical Center at Brackenridge for many years but the aircraft and crews provide service to the citizens of Travis County, Central Texas and all Austin area hospitals with heli-pads. Aircraft and crews will continue to be used to meet community needs regardless of housing location. Below are a few reasons why using hospital locations are of benefit to the program:

**Reduced Cost-** Travis County and its taxpayers benefit from hospital based housing in multiple ways:

1. **Hangar-** If Travis County was to continue to operate the second aircraft out of the **STAR Flight** Hangar, long term the hangar would require expansion. That expansion could be reasonably expected to cost ~\$1,000,000. If a stand alone, separate base location option was selected that building cost could be expected to cost ~\$1,600,000.
2. **Relocation Expense-** If the aircraft continue to operate out of the Hangar, the aircraft must be relocated after every patient transport. While every transport would not be to the host hospital it would certainly be better than relocating after every transport.

**On Duty Crew Training-** The **STAR Flight** crews have access to training and educational opportunities while on duty at the host hospital. They can follow up with physicians, nurses and patients that were transported to that facility.

**Accessibility-** The aircraft remains centrally located to respond to mission requests. The aircraft remain visible in the community. Citizens have access to look at and talk with the **STAR Flight** crews that would not generally be available at the Hangar.

## **HOSPITAL CONSIDERATIONS**

Within the past several weeks you have received two written hospital considerations (see attached letters) for housing available **STAR Flight** aircraft at their respective locations, along with associated enhancements for this housing. We are pleased and honored that **STAR Flight** would be considered by these two outstanding hospital networks to house our available aircraft at their hospital locations.

In reviewing the two considerations, **STAR Flight** management and Emergency Services management recommend the Seton Family of Hospitals unrestricted gift of \$3,200,000.00 to be provided over five years, and enhancement opportunities offered at University Medical Center Brackenridge (UMCB) and Dell Children's Medical Center of Central Texas (CDMCCT).

The following information will further explain the importance of working with our local hospital providers:

- **Primary Provider of Service** - *STAR Flight* is the primary provider of service for St. David's neonatal and high risk obstetrical transport teams, Seton neonatal and high risk obstetrical transport teams, and Dell Children's Medical Center pediatric transport team. These teams project a flight volume increase as the air transport of premature/ ill neonate patients or pediatric patients matures. This volume has continued to grow as the hospitals compete for more patients in the Texas market. Hospitals continue to expand their capabilities as well, example organ transplant. We are seeing an expansion of local and area hospitals. New hospitals have already opened in Williamson County (Scott & White Round Rock, Seton Williamson County, Cedar Park Regional and St. David's Round Rock). Additionally other hospitals have or will be opening in the future to include Seton Hays County and Lakeway. Also, because of the time sensitive medical treatment and critical nature of some of the patients being treated in these facilities, it is reasonable to assume air transport will be appropriate in some cases for transport into the more specialized care facilities.
- **Future Community Needs** - Allows Travis County to respond to changing needs in our community such an urban growth in the county and greater traffic congestion due to roadway limitations. Should Helicopter EMS (HEMS) rules or regulations require substantial changes over the industry standard this could create substantial increase in demand.
- **Shock Trauma Air Rescue** – Allows Travis County to respond quickly to emergency requests. *STAR Flight* is a public safety helicopter program in Travis County that provides a community service in critical emergency air medical services, search and rescue, fire suppression, law enforcement operations and homeland security. The program serves both residents of Travis County and citizens throughout the Central Texas region.
- **Reduced Subsidy** – Allows Travis County to receive financial considerations and operational enhancements from hospital support that reduces the subsidy cost for the *STAR Flight* program. ***See attached financial forecast model with the 3.2 million donation.***

## **CONCLUSION**

As can be gleaned by our community based descriptions of the overall *STAR Flight* program, even from the inception, it is now imperative to look toward innovative service delivery relationships in making sure the pre-hospital emergency medical needs of our residents are appropriately met.

Any *STAR Flight* aircraft based at a hospital location would remain a community asset and resource for residents of Travis County and citizens throughout the Central Texas region. It would serve the residents without bias in ability to pay for

the services, type of insurance coverage, or hospital destination or affiliation. Our message to citizens when **STAR Flight** is flying overhead is that someone is being treated in the most effective and efficient manner during an emergency event. Having partnerships with local hospitals assures that message and improves patient outcomes, enhances service capabilities, and reduces costs to the taxpayers of Travis County.



STAR Flight Financial Forecast Model  
(Staff for 1.5 Aircraft in FY2009;and 3rd Aircraft in 2010 with 3.2 million donation)

	Actual				Budget		Forecast				
	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
Total Missions TC	974	1,022	984	958	953	1,364	1,477	1,591	1,591	1,591	1,591
Total Missions Ex TC	653	761	1,005	1,011	877	1,167	1,250	1,333	1,417	1,500	1,583
Transport Missions TC: % of TC Missions	24%	26%	22%	21%	22%	22%	22%	22%	22%	22%	22%
Transport Missions Ex TC: % of Ex TC Missions	56%	66%	60%	62%	62%	60%	60%	60%	60%	60%	60%
Fire, Law, Rescue: % TC Missions	22%	20%	22%	17%	12%	12%	12%	12%	12%	12%	12%
Fire, Law, Rescue Ex TC: % Ex TC Missions	10%	6%	6%	4%	4%	4%	4%	4%	4%	4%	4%
Other Non-revenue Missions: % TC Missions	54%	53%	56%	61%	63%	63%	63%	63%	63%	63%	63%
Other Non-revenue Missions: % Ex TC Missions	34%	34%	40%	38%	38%	38%	38%	38%	38%	38%	38%
Fire, Law, Rescue Missions TC	211	209	219	166	114	130	130	130	130	130	130
Fire, Law, Rescue Missions Ex TC	66	48	64	39	38	50	50	50	50	50	50
Other Non-revenue Missions TC	526	543	547	589	603	650	650	650	650	650	650
Other Non-revenue Missions Ex TC	221	262	399	381	332	350	350	350	350	350	350
Transport Missions TC	237	270	218	203	206	250	275	300	325	350	375
Transport Missions Ex TC	366	499	606	630	545	650	675	700	725	750	775
Launch Fee TC	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,700	\$ 3,400	\$ 3,500	\$ 3,600	\$ 3,700	\$ 3,800	\$ 3,900
Launch Fee Ex TC	\$ 4,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 7,000	\$ 7,500	\$ 8,000	\$ 8,500	\$ 9,000	\$ 9,500	\$ 10,000
Loaded Mile Fee TC	\$ 50	\$ 55	\$ 65	\$ 65	\$ 85	\$ 85	\$ 95	\$ 100	\$ 105	\$ 105	\$ 105
Loaded Mile Fee Ex TC	\$ 50	\$ 55	\$ 65	\$ 65	\$ 85	\$ 85	\$ 95	\$ 100	\$ 105	\$ 105	\$ 105
Ave. Transport Loaded Miles TC	20	25	22	22	22	22	22	22	22	22	22
Ave. Transport Loaded Miles Ex TC	45	42	48	48	48	49	50	51	52	52	52
Ave. Invoice TC	\$ 2,993	\$ 3,556	\$ 4,543	\$ 3,956	\$ 4,546	\$ 4,546	\$ 5,228	\$ 5,540	\$ 5,852	\$ 5,852	\$ 5,852
Ave. Invoice Ex TC	\$ 6,306	\$ 6,685	\$ 7,542	\$ 8,088	\$ 10,868	\$ 10,868	\$ 13,250	\$ 14,100	\$ 14,960	\$ 14,960	\$ 14,960
Collection Rate: % Invoice TC	48%	44%	49%	44%	49%	51%	51%	51%	51%	51%	51%
Collection Rate: % Invoice Ex TC	48%	46%	46%	46%	46%	45%	45%	45%	45%	45%	45%

	Actual					Budget		Forecast				
	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	
REVENUE												
Transport Revenue TC				\$ 352,788	\$ 458,873	\$ 692,810	\$ 912,673	\$ 1,002,792	\$ 1,040,486	\$ 1,040,486	\$ 1,040,486	
Transport Revenue Ex TC				\$ 2,353,438	\$ 2,724,608	\$ 3,400,597	\$ 4,442,063	\$ 5,042,160	\$ 5,684,052	\$ 6,018,408	\$ 6,352,764	
Other Revenue Base-hold						\$ 640,000	\$ 640,000	\$ 640,000	\$ 640,000	\$ 640,000	\$ 640,000	
Total Revenue	\$ 1,467,356	\$ 1,891,046	\$ 1,996,998	\$ 2,706,226	\$ 3,183,481	\$ 4,733,408	\$ 5,994,735	\$ 6,684,952	\$ 7,364,538	\$ 7,698,894	\$ 7,393,250	
EXPENSES												
Personnel & Oper. Costs (includes insurance)	\$ 2,822,598	\$ 3,015,049	\$ 3,330,518	\$ 3,414,526	\$ 4,550,961	\$ 4,565,805	\$ 4,897,070	\$ 4,909,931	\$ 6,150,994	\$ 6,764,358	\$ 6,662,891	
Debt Service & Depreciation	\$ 769,440	\$ 914,265	\$ 941,570	\$ 951,313	\$ 950,583	\$ 1,249,121	\$ 1,558,915	\$ 1,556,093	\$ 1,556,083	\$ 1,549,638	\$ 1,549,638	
Total Expenses	\$ 3,592,038	\$ 3,929,314	\$ 4,272,088	\$ 4,365,839	\$ 5,501,544	\$ 5,814,926	\$ 6,455,985	\$ 6,466,024	\$ 7,707,076	\$ 8,313,996	\$ 8,212,529	
PROFIT / (SUBSIDY)	\$ (2,124,682)	\$ (2,038,268)	\$ (2,275,090)	\$ (1,659,613)	\$ (2,318,063)	\$ (1,081,519)	\$ (461,250)	\$ 218,928	\$ (342,539)	\$ (615,103)	\$ (819,279)	

Cummulative Subsidy: FY10- FY14																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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**Seton**  
Family of Hospitals

January 27, 2010

**Charles J. Barnett, FACHE**  
President & CEO

1345 Philomena Street, Ste. 402  
Austin, Texas 78723  
Office: (512) 324-1902  
Fax: (512) 380-7557  
cbarnett@seton.org

**Members of the  
Seton Family of Hospitals:**

Dell Children's Medical  
Center of Central Texas

Seton Cove

Seton Edgar B. Davis Hospital

Seton Health Plan

Seton Highland Lakes  
Hospital

Seton Medical Center Austin

Seton Medical Center Hays

Seton Medical Center  
Williamson

Seton Northwest Hospital

Seton Shoal Creek Hospital

Seton Southwest Hospital

University Medical Center  
at Brackenridge

Clinical Education Center  
at Brackenridge



**To:** Travis County Commissioners Court  
**From:** Charles J. Barnett, FACHE  
President & CEO, Seton Family of Hospitals  
**Subject:** Gift to Travis County

Travis County has had a long history of cooperation and coordination with Brackenridge Hospital, now University Medical Center Brackenridge. Seton Family of Hospitals (Seton) feels it would be beneficial to expand that relationship.

In recent discussions about the goals and mission of both Seton and Travis County, we have discovered several potential opportunities for both of us.

### **SETON OFFER**

The demands on Travis County are expected to increase over time and additional resources will become essential. In anticipation of that, Seton is making the following offer:

An unrestricted gift of \$3,200,000.00 would be provided over five years.

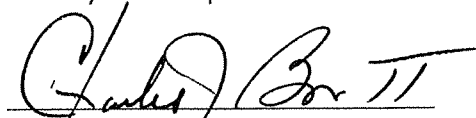
More specifically, Seton is offering:

### **GIFT**

On the execution of a contract related to these matters in 2010, Seton will make an unrestricted payment of \$640,000.00 to Travis County. On or before January 15<sup>th</sup> of each of the following four years (2011-2014), Seton will make unrestricted payments of \$640,000.00.

Seton Family of Hospitals

By:

  
Charles J. Barnett, FACHE  
President and CEO

Date: 2.5.10

**Our mission** inspires us to care for and improve the health of those we serve with a special concern for the sick and the poor.

We are called to be a sign of God's unconditional love for all and believe that all persons by their creation are endowed with dignity. Seton continues the catholic tradition of service established by our founders: Vincent de Paul, Louise de Marillac and Elizabeth Ann Seton.

Accepted by:

Travis County, Texas

By: \_\_\_\_\_

Samuel T. Biscoe  
County Judge

Date: \_\_\_\_\_



**Seton**  
Family of Hospitals

January 27, 2010

**Charles J. Barnett, FACHE**  
President & CEO

1345 Philomena Street, Ste. 402  
Austin, Texas 78723  
Office: (512) 324-1902  
Fax: (512) 380-7557  
cbarnett@seton.org

**Members of the  
Seton Family of Hospitals:**

Dell Children's Medical  
Center of Central Texas

Seton Cove

Seton Edgar B. Davis Hospital

Seton Health Plan

Seton Highland Lakes  
Hospital

Seton Medical Center Austin

Seton Medical Center Hays

Seton Medical Center  
Williamson

Seton Northwest Hospital

Seton Shoal Creek Hospital

Seton Southwest Hospital

University Medical Center  
at Brackenridge

Clinical Education Center  
at Brackenridge

**To:** Travis County Commissioners Court

**From:** Charles J. Barnett, FACHE  
President & CEO, Seton Family of Hospitals

**Subject:** STAR Flight Program Cooperation

Travis County through the STAR Flight program has had a long history of cooperation and coordination with Brackenridge Hospital, now University Medical Center Brackenridge. Seton Family of Hospitals (Seton) feels it would be beneficial to expand that relationship.

In recent discussions about the goals and mission of both Seton and STAR Flight, we have discovered several potential opportunities for both of us.

### **SETON OFFER**

The demands on the STAR Flight program are expected to increase over time and additional resources will become essential. In anticipation of that, Seton is making the following offer:

Enhancements of helipads and related facilities over the coming five years as mutually agreed to at University Medical Center Brackenridge and Dell Children's Medical Center of Central Texas (hereafter: "Seton Medical Centers").

As a condition of this contribution, Seton is requesting the STAR Flight helicopters that are available to be in service would be exclusively based at the two Seton Medical Centers while waiting to be dispatched for service. Seton recognizes the STAR Flight program is operating one helicopter 24/7 and the other helicopter 12/7 and does not currently have plans to expand services beyond this.

More specifically, Seton is offering:

### **ENHANCEMENTS – University Medical Center Brackenridge (UMCB)**

Following execution of a contract related to these matters, Seton will meet with Star Flight to discuss and mutually agree to enhancements of helipads and related facilities at UMCB that may include the following projects:

**Our mission** inspires us to care for and improve the health of those we serve with a special concern for the sick and the poor.

We are called to be a sign of God's unconditional love for all and believe that all persons by their creation are endowed with dignity. Seton continues the catholic tradition of service established by our founders: Vincent de Paul, Louise de Marillac and Elizabeth Ann Seton.



1. Begin to remodel and update the existing crew quarters to provide:
  - Sufficient office space for 3 computer work stations,
  - Sufficient kitchen/break facilities to support three crew members 24/7 and ensure any existing safety issues are addressed,
  - Sleeping facilities that support three crew members 24/7, and
  - Sufficient storage space for medical supplies;
2. Explore expanding the helipad to increase available helicopter landing areas and improve safety; and
3. Update helipad lighting, paint/markings, safety nets, electrical, water to support increased flight volumes and improve safety.

### **ENHANCEMENTS – Dell Children’s Medical Center of Central Texas (DCMCCT)**

Following execution of a contract related to these matters, Seton will meet with Star Flight to discuss and mutually agree to enhancements of helipads and related facilities at DCMCCT that may include the following projects:

1. Begin construction of an aircraft refueling system that is:
  - Capable of accepting 10,000 gallons of fuel
  - Accessible from both Dell helipads
  - Equipped with an electronic dispensing system similar to UMCB
2. Begin remodeling available space to serve as crew quarters to provide:
  - Sufficient office space for 3 computer work stations with connection to GAATN,
  - Sufficient kitchen/break facilities to support three crew members 24/7,
  - Sleeping facilities that support three crew members 24/7,
  - Sufficient storage space for medical supplies, including blood unless other options are easily accessible and approved by Seton Blood Bank, and
  - Parking for personal vehicles and STAR Flight vehicles near the crew quarters.
3. Provide the following enhancements and improvements for the existing helipads:

- Additional electrical service:
  - 4- 110 Volt outlets within close proximity to the east heli-pad, two of which support portable space heaters,
  - 1-220 Volt outlet to support the aircraft environment control unit;
- A water source for washing the helicopter on the heli-pad,
- Storage space near the heli-pad for:
  - aviation equipment (buckets, mops, cleaning equipment, fluids, extra stretchers, chairs etc) and
  - rescue equipment for rescue/fire fighting missions,
- Storage space for portable oxygen cylinders up to K size, and
- An eye wash station.

### **TRAVIS COUNTY STAR FLIGHT RESPONSE**

In recognition of this contribution Travis County (County) agrees that it will have the exclusive home bases of the STAR Flight helicopters at each of the two Seton Medical Centers while these helicopters are available for service and awaiting dispatch. It is anticipated the location of the helicopter operating 24/7 will be determined from time to time based on need and service requirements. The other available helicopter will be located at the other Seton Medical Center.

Seton acknowledges any STAR Flight helicopters based at Seton Medical Centers remains a community asset and resource for residents not only of Travis County but also throughout the Central Texas region, it would serve the residents without bias related to ability to pay for the services, type of insurance coverage, or hospital destination or affiliation.

Seton acknowledges the Commissioners Court retains the control of the mission, dispatch protocols and priorities for the STAR Flight program. This may result in occasions when one or both of the helicopters may need to be temporally located elsewhere for rescue, firefighting or other emergency missions.

Seton acknowledges the continuation of the operation of the second helicopter and potential expansion of these operations to 24/7 will be at the sole discretion of the Commissioners Court during it's budget process and will based on future call volume and revenue.

Seton acknowledges the helicopters are subject to Federal Aviation Administration (FAA) requirements related to maintenance and operations and these may result in times when one or both of the

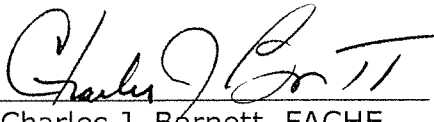
helicopters will need to be moved to another location for maintenance or protection from the weather.

### **DURATION**

Travis County and Seton agree that the home bases of STAR Flight helicopters will exclusively be at the two Seton Medical Centers for the remainder of this decade as long as the heli-pad and related facilities provided are maintained in a manner compliant with the requirements of the FAA.

In conclusion, it is also understood by both Seton and Travis County that during this decade, this agreement does not preclude Seton and Travis County from making additional contributions and resources to the STAR Flight program.

Seton Family of Hospitals

By:   
Charles J. Barnett, FACHE  
President and CEO

Date: 2.5.10

Accepted by:

Travis County, Texas

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

Date: \_\_\_\_\_

January 29, 2010

314 W. 11<sup>th</sup> Street  
Austin, TX 78701

RE: Proposal to Fund Air Ambulance Operational Support Station  
and Aircraft (STARFlight)

Through conversations with Danny Hobby, executive manager of emergency services for Travis County, and Casey Ping, program manager for STAR Flight Travis County, St. David's HealthCare has been made aware that Austin-Travis County STAR Flight is in need of an Air Ambulance Operational Support Station and aircraft.

St. David's HealthCare and St. David's Foundation is proposing to fully fund the construction of this station and a helistop near the existing helipad at our St. David's North Austin Medical Center facility, located on North MoPac Expressway at Parmer Lane.

Additionally, we are proposing to offer a \$1.6-million donation to assist Travis County with the acquisition of a needed third aircraft for STAR Flight.

I am writing to respectfully request your consideration of our proposal as outlined below.

St. David's HealthCare proposes fully funding the following:

- Construction of a 2,000-square-foot, furnished building to serve as crew quarters
- Construction of a new helipad
- Construction of a fuel dispensing and underground fuel storage system
- Extension of existing utilities including hospital emergency power

The proposed new Air Ambulance Operational Support Station would be located next to St. David's North Austin Medical Center's new helipad and adjacent to the existing hospital helipad. Direct access would be provided from the Station to both helipads with a new paved aisle. Both helipads, as well as the new Station, would be contained within a single fenced and gated compound.



Per the site plans and flight paths that St. David's HealthCare has worked with independent consultants to develop, this facility is an ideal location for the Station, serving the best interests of the citizens of Travis County.

In a written memo to St. David's HealthCare dated November 23, 2009, Mr. Hobby concurred, writing:

"Travis County feels this (location) would be beneficial to STAR Flight, St. David's HealthCare and the citizens/patients served by both entities."

St. David's HealthCare would welcome the opportunity to present our proposal - including site plans, flight paths and conceptual designs, among others - to the Travis County Commissioners Court.

Please do not hesitate to call me at 482-4140 or St. David's HealthCare's representative, John M. Joseph, at 495-8895 to discuss at your convenience or to schedule a meeting.

Thank you for your consideration and attention to this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'MWC', with a stylized flourish at the end.

Mark W. Clayton, FACHE  
Senior Vice President

MWC/lmp

Enclosure

# CONCEPTUAL DESIGN REPORT

## NEW FUELING HOSPITAL HELISTOP and EMS OPERATIONS CENTER

### ST. DAVID'S NORTH AUSTIN MEDICAL CENTER

Austin, Texas

September 18, 2008

Prepared by:



**GS&C**  
architecture  
interior design

400 Bowie St. Austin, Texas 78703  
Phn. (512) 477-9417 Fax (512) 477-9675

GS&C Project Number 200807800

## **Executive Summary**

The purpose of this report is to describe a proposed new hospital helistop and new EMS Operation Center Building to be constructed near the existing helipad at St. David's North Austin Medical Center, located in Austin, Texas.

The project will require the removal of approximately (20) parking spaces in order to accommodate planned development. New development will consist of a new helipad, paved connection between the new and existing helipads, construction of a new approximately 2,000 SF building, constructions of a fuel dispense and underground fuel storage system, extension of existing utilities including hospital emergency power, and, re-stripping of existing parking and vehicle circulation areas.

Some existing site objects will need to be removed to accommodate required approach clearances.

Helicopter washing, refueling and restocking will occur at this location. Other helicopter maintenance will not occur at this location.

*Please refer to the attached design sketches which graphically indicate a majority of the information described below.*

## **Helistop & Building Characteristics**

The proposed new EMS Operations Center (hereafter; "EOC") will be located next to the new helipad and adjacent to the existing hospital helistop. Direct access will be provided from the EOC to both helipads. Both helipads will be connected with a new paved aisle to allow helicopters to be wheeled manually from one helipad to another, thus ensuring that at least one helipad will remain operational. Both helipads as well as the new EOC will be contained within a single fenced and gated compound.

The development will require the removal of approximately (20) parking spaces. The existing site parking totals will allow for the deletion of these spaces, without the need to provide replacements, as the site is currently "over-parked" compared to zoning code minimum requirements.

Several trees and many shrubs will need to be removed or relocated to accommodate proposed helicopter flight surfaces. "Always-on" obstruction marker lights will be placed on the EOC building corners and on affected light poles in the area.

Existing underground utilities, including a communications duct bank and a fire water line, may need to be relocated due to the placement of the EOC. Further research into this will be required by our civil engineer upon project commencement.

Helistop lighting will be provided at the new pad and interconnected to the existing helipad lighting system. The existing lighted wind cone may need to be relocated to accommodate both helipads. Relocating it to the roof of the EOC may be an option to consider.

Refueling activities are planned for the new helipad. A new underground 8,000 gal. (approx.) Jet-A fuel storage tank & fuel dispense system will be provided near the perimeter of the site and adjacent to the new helipad to allow helicopter refueling. The fuel truck will not need to enter the fenced compound in order to refill the underground fuel tank. Both the new helipad and new truck fueling area (striped area on site plan) will require a fuel/water separator and containment system. Both the washing and refueling activities trigger this requirement.

The EOC building itself will be approximately 35' wide x 55' long x 16' high and will closely match the aesthetic design of the recent hospital addition. It will be constructed of painted pre-cast concrete panels with internal steel stud with gypsum board partitions. The EOC will house several functions and will remain operational 24 x 7, 365 days a year. The facility will be staffed with (4) full time personnel at any time. (4) reserved parking spaces will be identified adjacent to the building for these personnel.

The EOC building, its' overhangs and wall openings, will be designed to withstand increased wind loads and protected from flying debris which may be caused by rotor wash from the adjacent helipads. Specialty glazing and building entry systems will be required for this facility.

Within the building, spaces will be provided for the following activities (see attached Building Program as well as Building Sketches): Day Room activities, Flight Office activities to include a weather monitoring station, flight prep and flight nurse workstation and business workstation. Other activities/areas include Overnight Dormitories, Kitchenette, Storage Rooms, Restrooms and Lockers.

The building electrical power will be on the hospital's existing emergency backup system. All new electrical circuits, interior and exterior, will be on emergency backup power. Design for this will require investigations into the existing emergency backup power system as well as routing of this power to the proposed site.

### **Site Development & Permitting**

The site is currently zoned "GR" and the proposed use is allowed in this zone. Site setbacks are minimal and will accommodate the proposed location as shown.

Site permitting will be through the City of Austin, which is currently providing site development review turnaround in 14 – 16 weeks. This will need to be considered when the full project schedule is developed.

TCEQ will be involved in reviewing the project due to the underground fuel storage and dispensing. The site Civil Engineer, LittleJohn Engineering, is currently researching the anticipated impacts of locating the fuel storage underground, as related to TCEQ. It may be determined that the fuel storage tanks will need to be above ground, in which case the proposed layout will change. More information from TCEQ to follow.

### **Report Summary**

We feel that the location identified for the addition of the proposed Fueling Hospital Helistop and EMS Operations Center facility is feasible. Further coordination is required with several jurisdictional entities to verify the proposed development. Given past experience with design of similar facilities, and considering what our research has provided to date, we feel that this project is constructible at this location.

## **EXHIBIT A**

### **DESIGN CRITERIA NOTES**

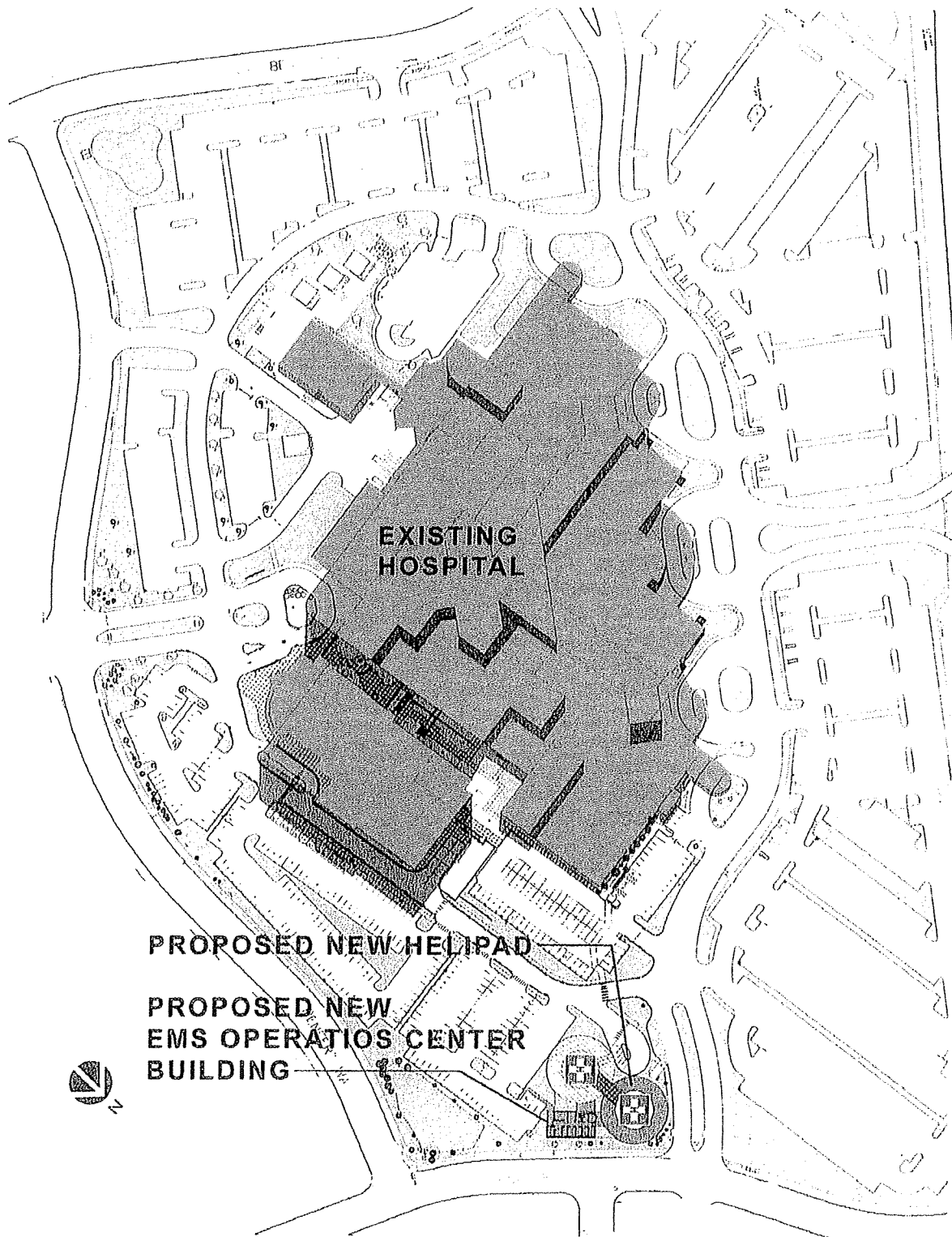
1. Provide new EMS Operations Center Building (approx. 1,900 SF) housing (4) full time employees 24 hrs a day, 7 days a week, 365 days a year. See Building Program.
2. Provide new 40' x 40' helipad with lighting & remote lighting controls connected to existing pad lighting system.
3. Helipads will be connected with paved connector.
4. Helicopter will be manually rolled from existing pad to new pad for refueling, washing & restocking.
5. Provide (4) standard reserved parking spaces including (1) ADA accessible space near the building entrance.
6. Provide secured keypad access at all building entrances and into all storage areas.
7. Provide high bandwidth data/telecom.
8. Entire new development to be on Hospital emergency backup power.
9. Provide intercom to all areas within building - Tied to EMS dispatch/call system.
10. Provide portable radio rack (4 radios) - Near Flight Center Office.
11. Provide oxygen dispense system; fenced area with tanks, manifold & hose to recharge helicopter cylinders.
12. Provide water, 110v & 220v outside accessible to new helipad.
13. Provide ~8,000 gal. underground fuel storage & dispenser at helipad. Fuel dispense cabinet to be outside of safety area, located above fuel/water separator. Recommended 55' distance from center of TLOF.
14. NFPA 418 is code for helistop fire & life safety design including foam dispense nozzles at helipad.

**EXHIBIT B****PROPOSED BUILDING PROGRAM**

<b>Area</b>	<b>S.F.</b>	<b>Notes</b>
Entry/Reception	150	
Flight Center Office	200	Approx. 14' x 14', 3 desks with PCs (weather, flight prep/nurse, business ) flat screen, copier, fax, blood refrigerator, work space & cabinets.
Day Room	150	Large flat screen TV, (3) large recliners.
Laundry	100	Washer & Dryer, work surface - near Day Room.
Crew Dorm Room 1	80	Bed, flat screen, small desk.
Crew Dorm Room 2	80	Bed, flat screen, small desk.
Crew Dorm Room 3	80	Bed, flat screen, small desk.
Crew Restroom/Shower 1	40	ADA accessible
Crew Restroom/Shower 2	40	
Kitchenette	120	Sink,MW,DW,Refr, Rangetop (eating area).
Equipment Storage	100	Exterior access only, facing pad. Climate controlled.
General Storage	200	Approx. 12' x16' with racks & small secure storage cabinets.
Lockers	120	(15) full size lockers - Near Flight Center.
<hr/>		
SUBTOTAL	1,460 SF	
Circulation Factor	X 1.30	
<hr/>		
<b>Total:</b>	<b>1,898 SF</b>	

**EXHIBIT C**

**PROPOSED SITE PLAN**





## EXHIBIT D

### PROPOSED ENLARGED SITE PLAN

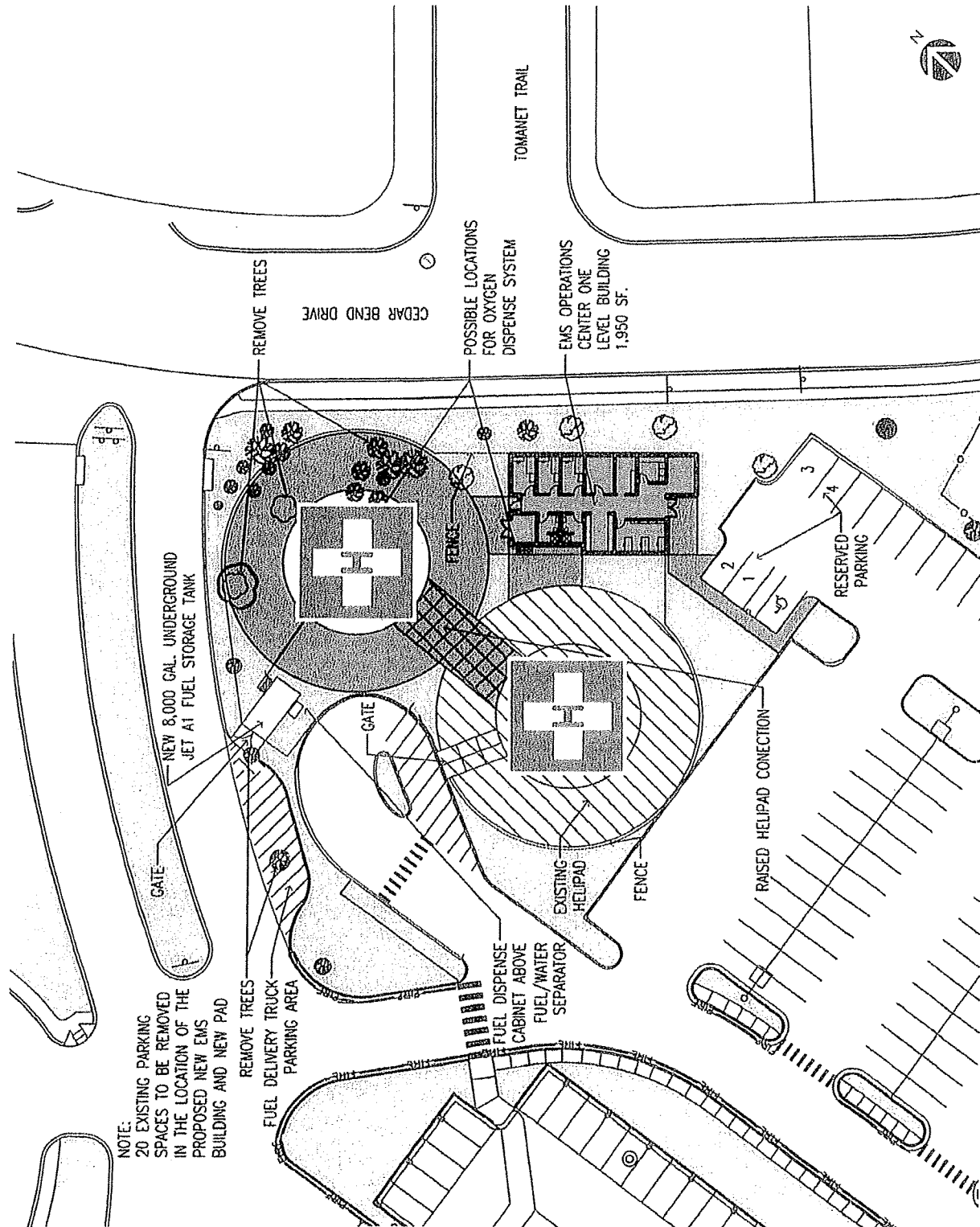


EXHIBIT E

**PROPOSED EMS OPERATION CENTER  
CONCEPTUAL BUILDING PLAN**

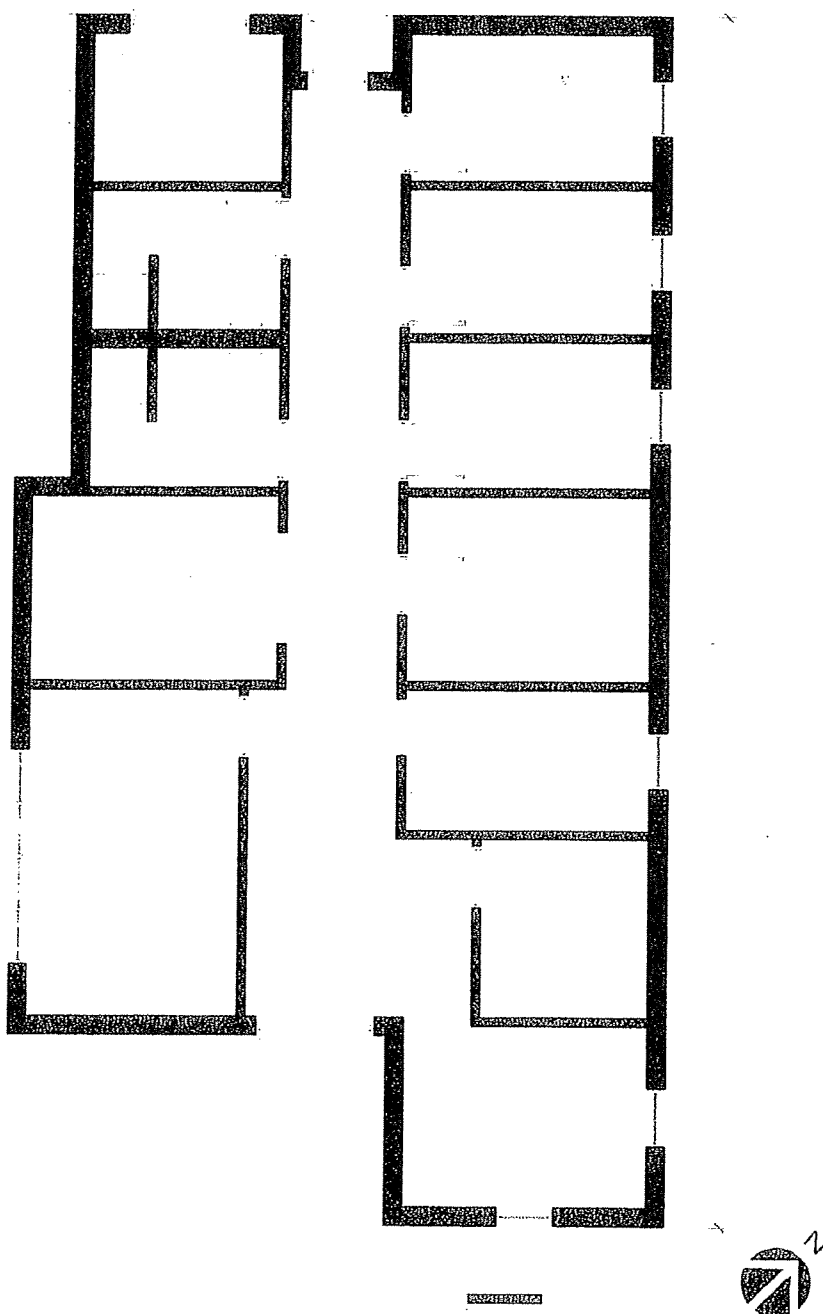


EXHIBIT F

APPROACH FROM THE NORTH WEST

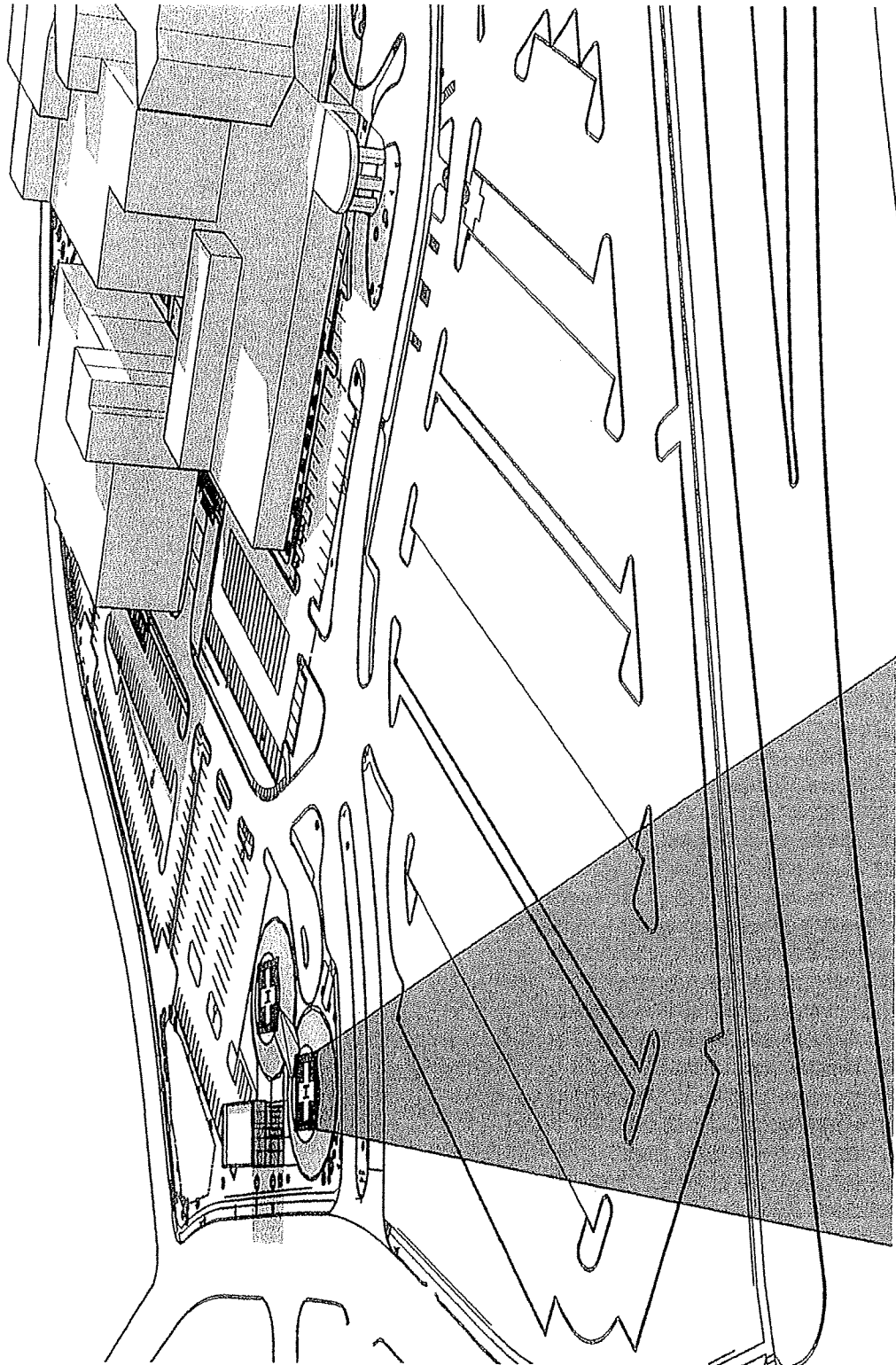
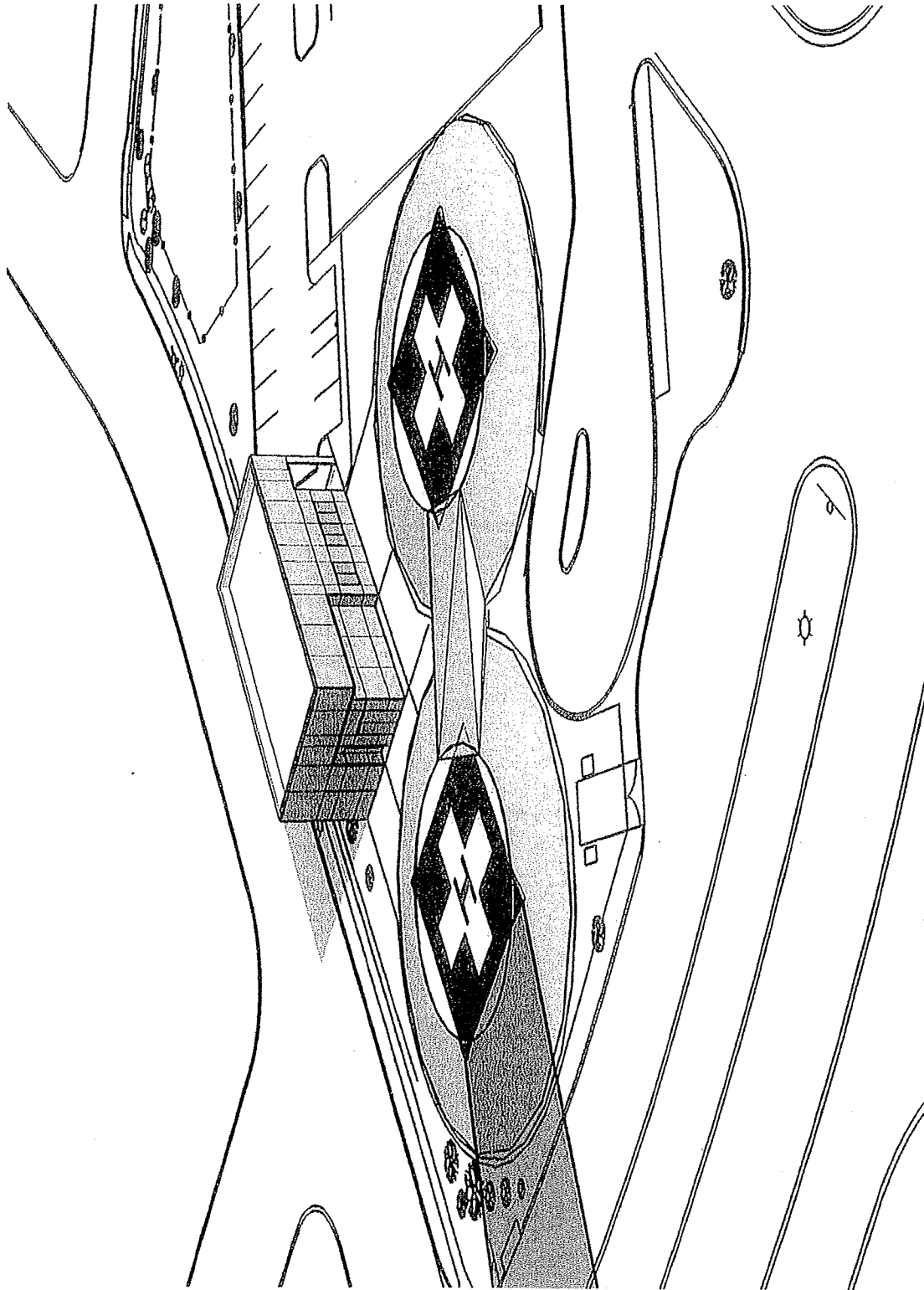


EXHIBIT G

AERIAL VIEW





# TRAVIS COUNTY PURCHASING OFFICE

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

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

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

*Cyd V. Grimes 2/5/10*

**Voting Session: Tuesday, February 16, 2010**

**REQUESTED ACTION:** APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 10) TO CONTRACT NO. 01T0068-OJ, SEDGWICK CLAIM MANAGEMENT SERVICES, INC., FOR THE THIRD PARTY ADMINISTRATION FOR COUNTY'S SELF FUNDED PROGRAMS FOR WORKERS COMPENSATION AND AUTO LIABILITY. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD Bill Paterson, 854-9560, 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:**

- **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 Third Party Administration Services for HRMD. Commissioners Court approved the award of this contract on February 27, 2001. On February 8, 2005, the Commissioners Court approved an Exemption Order exempting this contract from the competitive bidding requirements of the County Purchasing Act as a professional service.

This modification will extend the contract period for an additional twelve (12) months, through March 1, 2011, and, will increase the contract amount by \$34,780, from \$252,720 (estimated) to \$287,500 (estimated), a 13.85% increase for this period. The renewal option is permitted pursuant to Paragraph 2.0 entitled "Term of Contract and Options to Extend".

Modification No. 9 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2010. It was approved by the Commissioners Court on February 24, 2009.

Modification No. 8 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2009, and, to approve an Assignment of Contract from CMI Barron Risk Management Services, Inc. to Sedgwick Claim Management

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Services, Inc. It was approved by the Commissioners Court on February 26, 2008.

Modification No. 7 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2008. It was approved by the Commissioners Court on February 27, 2007.

Modification No. 6 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2007. It was approved by the Commissioners Court on February 22, 2006.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2006. It was approved by the Commissioners Court on February 22, 2005.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2005. It was approved by the Commissioners Court on February 10, 2004.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2004. It was approved by the Commissioners Court on February 4, 2003.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2003. It was approved by the Commissioners Court on February 12, 2002.

Modification No. 1 was previously issued to correct the reimbursement rate of the third contract option period. It was approved by the Commissioners Court on April 24, 2001.

➤ **Contract Modification Information:**

Modification Amount: Estimated

Modification Type: Annual Contract

Modification Period: March 1, 2010 through March 1, 2011

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: (Requisition #492677 is for 7 months-FY '10)

☒ Funding Account(s): 525-1140-522-4702 (Auto Liability); 525-1140-522-4703 (General Liability); 525-1140-522-4704 (Workers' Compensation); 525-1140-522-4706 (Internal Property)

☒ Comments: Purchase Orders are issued monthly by HRMD.

➤ **Statutory Verification of Funding:**

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



## *Human Resources Management Department*

1010 Lavaca St. 2<sup>nd</sup> Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-9757

January 28, 2010

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk Manager, HRMD  
William Paterson, Senior Risk/Safety Specialist

Re; Contract No. 01T0068-OJ  
Third Party Administration  
Sedgwick CMS

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the next option period for services under Workers Compensation and Auto Liability only. Services under General Liability and Property are for data entry and file storage. There will be two additional option years with a 3% increase each of the two years.

### Break Out of Costs

Workers Compensation	\$191,250
Auto Liability + GL + Property	\$ 96,250

Contract No. 01T0068-OJ is funded from line items  
525-1140-522-4704 (Workers Compensation)  
525-1140-522-4702 (Auto Liability)

If you have any questions please call me at X49650.



PURCHASE REQUISITION NBR: 0000492677

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: AUDITOR APPROVAL

REASON: CONTRACT RENEWAL 01T0068-OJ

DATE: 2/01/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 70961 SEDGWICK CLAIMS MANAGEMENT SER

DELIVER BY DATE: 3/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEDIATION WORKERS COMPEN.RISK MGMT 3/2010 - 3/2011 COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIATION WORKERS COMPEN	7.00	MO	15966.0400	111762.28	
2	TPA - MEDIATION AUTO LIABRISK MGMT ONLY COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIATION: AUTO LIABILITY INVENTORY BUILDING: HR STOCK NO: 961-061-00001	7.00	EA	7459.0000	52213.00	
3	MEDIATION - GEN LIABILITYRISK MGMT ONLY COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIATION: GEN LIABILITY INVENTORY BUILDING: HR STOCK NO: 961-062-00001	7.00	EA	266.4100	1864.87	
4	MEDIATION-INTERNAL CLAIMSLOSS ADJUSTMT - RISK MGMT COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: MEDIA.INTL CLAIM LOSS ADJ INVENTORY BUILDING: HR STOCK NO: 961-097-00001	7.00	EA	266.8800	1868.16	

REQUISITION TOTAL: 167708.31

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	111762.28
2	52511405224702	LOSS ADJUSTMENT EXPENSES AUTO LIABILITY	100.00	52213.00
3	52511405224703	LOSS ADJUSTMENT EXPENSES GENERAL LIABILITY	100.00	1864.87
4	52511405224706	LOSS ADJUSTMENT EXPENSES INTERNAL PROPERTY	100.00	1868.16
				167708.31

REQUISITION IS IN THE CURRENT FISCAL YEAR.

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Oralia Jones</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>January 25, 2010</b>
ISSUED TO: <b>Sedgwick Claims Management Services, Inc.</b> <b>Attn: Mr. Ron McClendon</b> <b>1100 Ridgeway Loop Road</b> <b>Memphis, TN 38120</b>	MODIFICATION NO.: <b>10</b>	EXECUTED DATE OF ORIGINAL CONTRACT: February 27, 2001

ORIGINAL CONTRACT TERM DATES: March 1, 2001 through March 1, 2002 CURRENT CONTRACT TERM DATES: March 1, 2010 through March 1, 2011

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ 232,000.00 Current Modified Amount \$ 287,500.00 (Estimated).

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Recitals**

County Commissioners Court reviewed the services provided under this contract and found that the services are professional services. On February 8, 2005, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

**Agreement**

Upon execution of this modification, the contract as previously amended is modified effective March 1, 2010, as provided on this page and in the attached description of changes.

1.0 The following Sections 2.083 and 2.084 are added to **2.0 TERM OF CONTRACT AND OPTIONS TO EXTEND** at the end of Section 2.082:

2.083 By this modification, Travis County, Texas ("County") and Sedgwick Claims Management Services, Inc., an Illinois Corporation ("TPA") extend this contract for one (1) additional year which ends at 12:01 A.M. Central Standard Time on March 1, 2011. This contract is for the claims administration services for workers compensation claims without the medical audit services provided, for automobile liability claims administration services without appraisal services, for maintaining the TPA System as described in Modification 5 and entering all claims for workers

**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.

**Sedgwick Claims Management Services, Inc.**

- ☐ DBA  
☐ CORPORATION  
☐ OTHER

BY: \_\_\_\_\_  
SIGNATURE  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
ITS DULY AUTHORIZED AGENT

DATE:

TRAVIS COUNTY, TEXAS

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

DATE:

TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**COPY**

compensation, automobile liability, general liability and property loss in the TPA System including system claim creation, reserve and payment history and providing special assistance upon request with specific general liability and property loss claims. Except as provided in this modification 10 and modifications 5 and 7, all terms and conditions related to these services remain unchanged and in full force and effect except for the end of the contract period and the application of the rate changes made in compliance with 13.0243, 13.0433, 13.0633, and 13.0833.

- 2.084 TPA grants County two options to extend this contract each for one (1) additional year, the first of which ends at 12:01 A.M. Central Standard Time on March 1, 2012 and the second of which ends at 12:01 A.M. Central Standard Time on March 1, 2013. This contract is for the claims administration services for workers compensation claims without the medical audit services provided, for automobile liability claims administration services without appraisal services, for maintaining the TPA System as described in Modification 5 and entering all claims for workers compensation, automobile liability, general liability and property loss in the TPA System including system claim creation, reserve and payment history and providing special assistance upon request with specific general liability and property loss claims. Except as provided in this modification 10 and modifications 5 and 7, all terms and conditions related to these services remain unchanged and in full force and effect except for the end of the contract period and the application of the rate changes made in compliance with 13.0244, 13.0245, 13.0434, 13.0435, 13.0634, 13.0635, 13.0834, and 13.0835.

2.0 The following Sections 13.0243, 13.0244 and 13.0245 are added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0242

- 13.243 Rate and County Service Obligation for Workers' Compensation Under 2.083. County shall act as the Commission representative and deliver the necessary forms provided by TPA for filing with TWCC and pick up any papers provided by TWCC for delivery to TPA on a daily basis. As consideration for the workers' compensation claims administration services to be provided by TPA under 2.083 of this Contract, County shall pay TPA the total of \$191,592.49 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2010. The annual fee for workers' compensation claims administration includes all adjusting and third party administration services for workers' compensation for up to 450 new claims, including indemnity claims, medical only claims and record only claims under 2.083. For each new claim after the first four hundred and fifty occurring under 2.083, County shall pay TPA the fee of \$200.00 within 30 days of receipt of an invoice in compliance with 14.0 The maximum amount payable for per claim fees for claims in excess of 450 new claims shall not exceed \$10,000 under 2.083 unless this contract is amended. There is no additional charge for handling current run-off

claims. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Sedgwick Claims Management Services, Inc. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

13.244 Rate and County Service Obligation for Workers' Compensation During the First Option Under 2.084. County shall act as the Commission representative and deliver the necessary forms provided by TPA for filing with TWCC and pick up any papers provided by TWCC for delivery to TPA on a daily basis. As consideration for the workers' compensation claims administration services to be provided by TPA during the first option under 2.084 of this Contract, County shall pay TPA the total of \$197,340.26 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2011. The annual fee for workers' compensation claims administration includes all adjusting and third party administration services for workers' compensation for up to 450 new claims, including indemnity claims, medical only claims and record only claims during the first option under 2.084. For each new claim after the first four hundred and fifty occurring under the first option under 2.084, County shall pay TPA the fee of \$200.53 within 30 days of receipt of an invoice in compliance with 14.0 The maximum amount payable for per claim fees for claims in excess of 450 new claims shall not exceed \$10,000 during the first option under 2.084 unless this contract is amended. There is no additional charge for handling current run-off claims. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Sedgwick Claims Management Services, Inc. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

13.245 Rate and County Service Obligation for Workers' Compensation During the Second Option Under 2.084. County shall act as the Commission representative and deliver the necessary forms provided by TPA for filing with TWCC and pick up any papers provided by TWCC for delivery to TPA on a daily basis. As consideration for the workers' compensation claims administration services to be provided by TPA during the second option under 2.084 of this Contract, County shall pay TPA the total of \$203,260.47 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2012. The annual fee for workers' compensation claims administration includes all adjusting and third party administration services for workers' compensation for up to 450 new claims, including indemnity claims, medical only claims and record only claims during the second option under 2.084. For each new claim after the first four hundred and fifty occurring during the second option under 2.084, County shall pay TPA the fee of \$200.00 within 30 days of receipt of an invoice in compliance with 14.0 The maximum amount payable for per claim fees for claims in excess of 450 new claims shall not exceed \$ 10,000 under the second

option under 2.084 unless this contract is amended. There is no additional charge for handling current run-off claims. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Sedgwick Claims Management Services, Inc. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

3.0 The following Sections 13.0433, 13.0434, and 13.0435 are added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0432:

13.0433 Rate for Maintaining General Liability Claims in RMIS Under 2.083. As consideration for TPA treating all the general liability claims as Incident Report Only claims and entering them in the TPA System under 2.083 of this Contract, County shall pay TPA the total of \$3,196.91 for claims occurring during the life of the Contract in twelve equal monthly installments at the end of each month commencing March 31, 2010. No additional TPA System fees are applicable for standard reports and transmissions outlined in this contract.

13.0434 Rate for Maintaining General Liability Claims in RMIS During the First Option under 2.084. As consideration for TPA treating all the general liability claims as Incident Report Only claims and entering them in the TPA System during the first option under 2.084 of this Contract, County shall pay TPA the total of \$3,292.82 for claims occurring during the life of the Contract in twelve equal monthly installments at the end of each month commencing March 31, 2011. No additional TPA System fees are applicable for standard reports and transmissions outlined in this contract.

13.0435 Rate for Maintaining General Liability Claims in RMIS During the Second Option under 2.084. As consideration for TPA treating all the general liability claims as Incident Report Only claims and entering them in the TPA System during the second option under 2.084 of this Contract, County shall pay TPA the total of \$3,391.60 for claims occurring during the life of the Contract in twelve equal monthly installments at the end of each month commencing March 31, 2012. No additional TPA System fees are applicable for standard reports and transmissions outlined in this contract.

5.0 The following Sections 13.0633, 13.0634, and 13.0635 are added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0632:

13.0633 Automobile Liability Claims Administration Fees Under 2.083. As consideration for the automobile liability claims administration services to be provided by TPA under 2.083 of this Contract, County shall pay TPA the total of \$89,508.00 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2010. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

13.0634 Automobile Liability Claims Administration Fees During the First Option Under 2.084. As consideration for the automobile liability claims administration services to be provided by TPA during the first option under 2.084 of this Contract, County shall pay TPA the total of \$92,192.96 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2011. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

13.0635 Automobile Liability Claims Administration Fees During the Second Option Under 2.084. As consideration for the automobile liability claims administration services to be provided by TPA during the second option under 2.084 of this Contract, County shall pay TPA the total of \$94,958.75 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2012. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

6.0 The following Sections 13.0833, 13.0834, and 13.0835 are added to **13.0 COMPENSATION FOR CLAIMS ADMINISTRATION** at the end of Section 13.0832:

13.0833 Rate for Maintaining Property Loss Claims in RMIS Under 2.083. As consideration for TPA treating all property loss claims as Incident Report Only claims and entering them in the TPA System under 2.083 of this Contract, County shall pay TPA the total of \$3,202.60 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2010. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

13.0834 Rate for Maintaining Property Loss Claims in RMIS During the First Option Under 2.084. As consideration for TPA treating all property loss claims as Incident Report Only claims and entering them in the TPA System during the first option under 2.084 of this Contract, County shall pay TPA the total of \$3,298.68 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2011. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.

13.0835 Rate for Maintaining Property Loss Claims in RMIS During the Second Option Under 2.084. As consideration for TPA treating all property loss claims as Incident Report Only claims and entering them in the TPA System during the second option under 2.084 of this Contract, County shall pay TPA the total of \$3,397.64 for claims occurring during the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31, 2012. No additional TPA System fees are applicable for the standard reports and transmissions outlined in this contract.



# 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

13

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

*Cyd V. Grimes 2/5/10*

**Voting Session: Tuesday, February 16, 2010**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD TO THE LOW RESPONSIVE BIDDER, QA CONSTRUCTION SERVICES, INC., FOR B100078-JT, RE-ROOF OF DESIGNATED AREAS AT THE GARDNER BETTS JUVENILE JUSTICE CENTER. (FMD)

***Points of Contact:***

**Purchasing:** Jorge Talavera

**Department:** Facilities Management Department, Roger A. El Khoury, M.S., P.E.;  
Juvenile Probation Department, Estela P. Medina, Chief

**County Attorney (when applicable):** John Hille

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

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** Facilities Management, John Carr, Administrative Director; Juvenile Probation Department, Britt Canary, Deputy Chief

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

This contract requires the Contractor to provide labor, equipment, materials and supervision necessary to complete the required re-roof of designated areas at the Gardner Betts Juvenile Justice Center.

Pricing for this project was previously solicited utilizing the BuyBoard cooperative purchasing program. However, all bids received exceeded the estimated project budget. As a result, all bids were rejected and no contract award was made. Juvenile Probation Department, with Facilities Management's assistance, revised the scope of work and will oversee the project.

IFB B100078-JT was issued through BidSync on January 6, 2010. After a total of fifty-five (55) vendors were solicited, twelve (12) bids were received (nine electronic responses and three paper bids) in response to the solicitation when subject IFB opened on January 28, 2010, at 2:00 p.m. The apparent low bidder requested that their bid of \$475,000.00 be withdrawn after it was discovered that the bid submitted contained material mathematical errors. Purchasing then requested back-up documents from the apparent low bidder for review by the project team. Upon review, Facilities Management and the roofing manufacturer representative were able to determine that the mistakes were legitimate.

Therefore, the recommendation is to approve contract award to QA Construction Services, Inc., for the base bid amount of \$535,000.00, plus a unit-priced ladder installation at \$3,500.00, for a total contract award amount of \$538,500.00. FMD has deemed that the price is fair and reasonable.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$538,500.00 (Firm Fixed Price)

Contract Type: Construction

Contract Period: 180 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 55

Responses Received: 12

HUB Information: Contractor is not a HUB

% HUB Subcontractor: 0

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 487975
- ☒ Funding Account(s): 001-1415-825-5004
- ☒ Comments: Project Budget as verified through PBO Analyst Diana Ramirez
- ☒ Total Project Budget: \$642,000.00
- ☒ Design Budget: \$0.00
- ☒ Construction Budget: \$642,000.00
- ☒ Miscellaneous Budget: \$0.00

➤ **Statutory Verification of Funding:**

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





## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** GBJJC-08-09R-4M

**FILE:** 703

**TO:** Cyd V. Grimes, CPM, Purchasing Agent

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

**FROM:** John F. Carr, Administrative Director

**DATE:** February 2, 2010

**SUBJECT:** Gardner Betts Juvenile Justice Center  
Re-roof of Designated Areas  
Contract Award of IFB No. B100078-JT

Facilities Management Department (FMD) has completed the review of the twelve bids received for the subject project. The apparent low bidder has asked to withdraw their bid due to errors in their bid. FMD concurs and recommends award of the contract to the next apparent low bidder, QA Construction Services, Inc., with a base bid of \$535,000 plus \$3,500 for access ladder for a total of \$538,500. The low bid amount is 16% under the approved budget of \$642,000 which results of saving of \$103,500. Funding for this project is included in FMD account line 001-1415-825-5004. The requisition number for this project is 487975.

Juvenile Probation Department requested the assistance of Facilities Management Department to manage this project after the low bid using BuyBoard procedures was \$192,000 over budget. Consequently, the bids were rejected. Facilities Management Department reviewed the scope of work and concurs with the scope of work with minor modifications which were consistent with the standard roofing projects used by FMD in the past. FMD requested that the project be placed on open market for bids. With the cooperation of Purchasing Office, the County was able to obtain excellent bids by using the open market to identify the true costs for this project, which is approximately \$295,500 less than the previous bids. It should be noted that 12 contractors submitted bids which strongly indicates that the bidding community is very interested in bidding on County projects and working with us to meet County needs.

Facilities Management Department requests that the Purchasing Office place this item on the Commissioners Court agenda for approval on February 16, 2010. Please call John Carr at extension 4-4772 if you have any questions on this award recommendation.

### ATTACHMENTS:

1. Bid Tabulation
2. Budget and Cost spreadsheet

**COPY TO:**

Estela Perez Medina, Chief, Juvenile Probation

Britt Canary, Deputy Chief, Juvenile Probation

Amy Draper, CPA, Financial Manager, FMD

Jorge Talavera, Purchasing Agent Assistant, Purchasing Office

# **TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS BID TABULATION FORM**

BID NO.: B100078-JT BID DATE: January 28, 2010 BIDS SOLICITED: 55

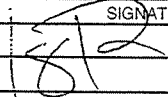
DESCRIPTION: Re-roof of Designated Areas at the Gardner Betts Juvenile Justice Center OPEN TIME: 2:00 p.m. CST BIDS RECEIVED: 12

DEPARTMENT: Facilities Management Department/Juvenile Probation Department BIDS EXPIRE: April 28, 2010 HUBS SOLICITED: 7

CONTACT/NO.: John Carr 854-4772/ Britt Canary 854-7091 HUBS RECEIVED: 2

Bidder's Name	Base Bid	Unit Price No. 1	Unit Price No. 2	Unit Price No. 3	Unit Price No. 4	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
											HUB	%
Tri-Lam Roofing and Waterproofing INC*	\$475,000.00	\$3.75	\$7.50	\$2.50	\$5,000.00	X	X	X	X	X	No	0%
QA Construction Services Inc.	\$535,000.00	\$4.00	\$8.00	\$5.00	\$3,500.00	X	X	X	X	X	No	0%
Vincent's Roofing Inc.	\$590,225.00	\$50.00	\$14.00	\$3.80	\$950.00	X	X	X	X	X	Yes	100%
Heritage One Roofing Inc.	\$604,500.00	\$1.90	\$7.00	\$3.00	\$5,000.00	X	X	X	X	X	No	9%
Advantage USAA Inc.	\$610,000.00	\$1.50	\$10.00	\$8.00	\$2,500.00	X	X	X	X	X	Yes	100%
Rain Seal Master Roofing & Sheet Metal Inc.	\$708,200.00	\$1.95	\$6.00	\$6.50	\$5,000.00	X	X	X	X	X	No	0%
CramRoofing Co Ink.	\$748,300.00	\$2.75	\$5.00	\$4.50	\$4,000.00	X	X	X	X	X	No	2%
AAA Roofing By Gene Inc.	\$749,000.00	\$5.00	\$20.00	\$3.00	\$1,500.00	X	X	X	X	X	No	0%
Beldon Roofing Company	\$824,297.00	\$3.07	\$8.50	\$4.85	\$3,231.00	X	X	X	X	X	No	0%
Pioneer Roof Systems	\$833,950.00	\$5.00	\$12.00	\$6.50	\$2,000.00	X	X	X	X	X	No	0%
Mcniel Roofing & Sheetmetal Inc.	\$996,380.00	\$3.90	\$7.50	\$13.20	\$2,532.00	X	X	X	X	X	No	0%
Texas Roofing Systems	\$1,197,500.00	\$2.00	\$19.80	\$2.75	\$4,300.00	X	X	X	X	X	No	0%

\*Bidder requested withdrawal of bid.

SIGNATURE	PRINT NAME	DATE
	JORLE TALAVERA	2/3/10

<b>Re-Roof of designated Areas at the Gardner Betts Juvenile Justice Center</b>	<b>Budget</b>	<b>Fund Encumbered to Date</b>	<b>Current Request</b>	<b>Total Costs to Date</b>	<b>Saving (Deficit)</b>
<b>Planning and Design Costs Including:</b>					
Architects and Engineering Fees; Survey/Geotech/EA/Others; Design Permits and Fees; Printing and Reproductions	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Construction Costs Including:</b>					
Construction Contract Cost; Construction Change Orders; Construction Testing; Construction Permits and Fees; Misc Construction; Construction Contingency	\$ 642,000	\$ -	<b>\$ 538,500</b>	\$ 538,500	\$ 103,500
<b>Misc Cost Including:</b>					
ITS: Data Cable; Phone switches; etc.../ FFE: Furniture; Fixtures, Equipment, etc.../ Security: Cameras; Panic Buttons; etc.../ Move: Boxes, Furnitures, etc..	\$ -	\$ -	\$ -	\$ -	\$ -
<b>51,700</b>					
<b>Total Project</b>	<b>\$ 642,000</b>	<b>\$ -</b>	<b>\$ 538,500</b>	<b>\$ 538,500</b>	<b>\$ 103,500</b>
<b>Cost per Square Feet</b>	<b>\$ 12</b>			<b>\$ 10</b>	

PURCHASE REQUISITION NBR: 0000487975

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL

REASON: NEW PO-GARDNER BETTS ROOF REPLACEMENT ATTN: JORGE

DATE: 11/30/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 62828 QA CONSTRUCTION SERVICES INC

DELIVER BY DATE: 5/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	RE-ROOF DESIGNATED AREAS AT THE GARDNER BETTS JUVENILE JUSTICE CENTER AS PER IFB B100078-JT BASE BID AND UP #4 - LADDER ASSEMBLY POC: JOHN CARR 854-4772 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: ROOFING	511575.00	DOL	1.0000	511575.00	
2	RETAINAGE - GARDNER BETTS ROOF COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: RETAINAGE	26925.00	DOL	1.0000	26925.00	

REQUISITION TOTAL: 538500.00

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT	PROJECT	%	AMOUNT	
1	00114158255004	REPR & MTNC-SERVCS PURCHD	100.00	511575.00	
2	00114158255004	REPR & MTNC-SERVCS PURCHD	100.00	26925.00	
		REPRS-BLDG STRUCT & EQUIP		538500.00	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

2/2/10 RETURNED PER JORGE T.GMC

TRAVIS COUNTY  
Account Balance Inquiry2/02/10  
16:37:34

Fiscal Year . . . . .	:	2010
Account number . . . . .	:	1-1415-825.50-04
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	14 FACILITIES MANAGEMENT
Division . . . . .	:	15 BUILDING MAINTENANCE
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	5 JUSTICE SYS (JUV SVCS)
Element . . . . .	:	50 REPR & MTNC-SERVCS PURCHD
Object . . . . .	:	04 REPRS-BLDG STRUCT & EQUIP
Budget . . . . .	:	642,000
Encumbered amount . . . . .	:	.00
Pre-encumbered amount . . . . .	:	538,500.00
Expenditures . . . . .	:	.00
Total expenditures . . . . .	:	538,500.00
Balance . . . . .	:	103,500.00

Press Enter to continue.

F3=Exit     F12=Cancel

## AGREEMENT FOR CONSTRUCTION SERVICES

### CONTRACT NO. 10K00078JT; IFB NO. B100078-JT

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **QA Construction Services, Inc.** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the construction of **Re-roof of Designated Areas at Gardner Betts Juvenile Justice Center** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Re-roof of Designated Areas at Gardner Betts Juvenile Justice Center, Travis County Texas, IFB No. B100078-JT**; and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

#### **ARTICLE I**

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Re-roof of Designated Areas at Gardner Betts Juvenile Justice Center, Travis County Texas, IFB No. B100078-JT**, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **180 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$550 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

**ARTICLE II**

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$538,500.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$ 420,678.00** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **117,822.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Architect/Engineer, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

QA CONSTRUCTION SERVICES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Samuel T. Biscoe

Name: Manos S. Gutierrez

Travis County Judge

Title: President

Date: \_\_\_\_\_

Date: 2/3/10

APPROVED AS TO FORM BY:

\_\_\_\_\_  
County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
County Auditor

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
County Purchasing Agent



# TRAVIS COUNTY PURCHASING OFFICE

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

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

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

*Cyd V. Grimes* 2/5/10

**Voting Session: Tuesday, February 16, 2010**

**REQUESTED ACTION:** APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 10) TO CONTRACT 01T0069-OJ, FORTE INC., FOR MEDICAL AUDIT SERVICES. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD Bill Paterson, 854-9560, Dan Mansour, 854-9499

**County Attorney (when applicable):** Barbara Wilson, 854-9547

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

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract provides Medical Audit Services for HRMD. Commissioners Court approved the award of this contract on February 27, 2001. On February 8, 2005, the Commissioners Court approved an Exemption Order exempting this contract from the competitive bidding requirements of the County Purchasing Act as a professional service.

This modification will extend the contract period for an additional twelve (12) months, through March 1, 2011, and will increase the contract amount by \$6,195.00, from \$206,500.00 (estimated) to \$212,695.00 (estimated). The renewal option is permitted pursuant to Paragraph 2.0 entitled "Term of Contract and Options to Extend".

Modification No. 9 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2010. It was approved by the Commissioners Court on February 24, 2009.

Modification No. 8 was previously issued to change the contractor's name from Forte Managed Care, to Forte, Inc. It was approved by the Purchasing Agent on July 18, 2008.

Modification No. 7 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2009. It was approved by the Purchasing Agent on

February 13, 2008.

Modification No. 6 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2008. It was approved by the Purchasing Agent on February 20, 2007.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2007. It was approved by the Commissioners Court on February 14, 2006.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2006. It was approved by the Commissioners Court on February 22, 2005.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2005. It was approved by the Commissioners Court on February 10 2004.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2004. It was approved by the Commissioners Court on February 18, 2003.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through March 1, 2003. It was approved by the Commissioners Court on February 12, 2002.

➤ **Contract Expenditures:** Within the last 12 months \$238,071.76 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: Estimated

Modification Type: Annual Contract

Modification Period: March 1, 2010 through March 1, 2011

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: Requisition #492549 is for 7 months-FY '10)

☒ Funding Account(s): 525-1140-522-4704 (Workers Compensation)

☒ Comments: Purchase Orders are issued monthly by HRMD.

➤ **Statutory Verification of Funding:**

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



## ***Human Resources Management Department***

1010 Lavaca St. 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-9757

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January 28, 2010

**TO:** Lolly Jones, Purchasing Agent Assistant III

**FROM:** Dan Mansour, Risk & Benefits Manager, HRMD  
William Paterson, Senior Risk/Safety Specialist

**Re;** Contract No. 01T0069-OJ  
Medical Audit Services  
Forte Managed Care

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate a modification of their contract for the next option period (year 2). The attached quote is for an initial 1 year period with three additional option periods with the pricing for both Case Management Services and Medical Bill Review services for each of the four periods. Contract No. 01T0069-OJ is funded from line item 525-1140-522-4704.

If you have any questions please call me at X49650.

PURCHASE REQUISITION NBR: 0000492549

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: AUDITOR APPROVAL  
REASON: CONTRACT RENEWAL 01T0069-OJ

DATE: 1/29/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 53090 FORTE INC

DELIVER BY DATE: 3/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEDICAL AUDIT SERVICES MARCH 2010 - MARCH 2011 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE	7.00	DOL	17725.0000	124075.00	
2	MEDICAL BILL REVIEW COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE INVENTORY BUILDING: HR STOCK NO: 962-477-00005	2210.00	EA	8.9800	19845.80	
3	PPO FEES COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE INVENTORY BUILDING: HR STOCK NO: 962-477-00006	36834.00	DOL	.3000	11050.20	
REQUISITION TOTAL:					154971.00	

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT	PROJECT	%	AMOUNT	
1	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	124075.00	
2	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	19845.80	
3	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	11050.20	
				154971.00	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**MODIFICATION OF CONTRACT NUMBER: 01T0069-OJ, MEDICAL AUDIT SERVICES PAGE 1 OF 1 PAGE**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Oralia Jones</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>January 25, 2010</b>
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ISSUED TO: <b>Forte Inc.</b> <b>Attn: Mr. Mark McCarthy</b> <b>P.O. Box 182364</b> <b>Columbus, Ohio 43218-2364</b>	MODIFICATION NO.: <b>10</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>February 27, 2001</b>
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ORIGINAL CONTRACT TERM DATES: <b>March 1, 2001 through March 1, 2002</b>	CURRENT CONTRACT TERM DATES: <b>March 1, 2010 through March 1, 2011</b>
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**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ <u>150,000.00</u>	Current Modified Amount <u>\$212,695.00 (Estimated)</u>
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**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Recitals**

County Commissioners Court has reviewed the services provided under this contract and found that the services are professional services. On February 8, 2005, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

**Agreement**

By this modification, Travis County exercises its fifth annual option under subsection 2.04 to extend the contract between Travis County, Texas, ("County") and Forte Managed Care, Inc., a Texas corporation ("Medical Auditor") for one (1) additional year which ends at 12:01 A.M. Central Standard Time on March 1, 2011. This contract is for the medical audit services for workers compensation claims without the claims administration services provided, and all terms and conditions related to these services remain unchanged and in full force and effect except for the end of the contract period and the application of the rates for the fifth option period under subsection 2.04 that are stated in 12.046 and 12.066 which are stated in full in Modification 9 and 12.071 which is stated in full in the initial contract.

**Note to Vendor:**

[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Forte Inc</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Doreen J. Markham</u>	DATE:
PRINT NAME	<u>2/3/2010</u>
TITLE: <u>COO</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u>	<u>2/5/10</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



## 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 2/5/10*

**Voting Session: Tuesday, February 16, 2010**

**REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE PURCHASE OF ALCOHOL BLOOD TEST KITS. (SHERIFF)**

***Points of Contact:***

**Purchasing:** Oralia Jones, 854-4204

**Department:** Linda Hollis, 854-5219, Maria Wedhorn, 854-4474, Francisco Ordaz, 854-3249, Greg Hamilton, Sheriff, 854-9770

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

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

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

In July 2009, the Sheriff's Office requested assistance from the Purchasing Office in setting up an Interlocal Agreement between Travis County and the Texas Department of Public Safety for the purchase of alcohol blood test kits. The Texas Department of Public Safety provided the Interlocal Cooperation Contract, which was signed by their Chief of Finance on December 7, 2009.

The Interlocal Agreement will allow the Sheriff's Office to buy alcohol blood test kits from TDPS. The Purchasing Office forwarded the agreement to the Texas Department of Public Safety for their signature and is now forwarded to the Court for approval. Section 791.025 of the Texas Government Code permits local governments to enter into interlocal agreements for the purchase of goods and services.

The Interlocal Agreement will commence on the date it is signed by the last party and will continue in force until August 31, 2011. Funding for the alcohol blood test kits will be made from the TCSO Discretionary accounts, thus Purchase Orders will not be issued by the Purchasing department via the HTE system.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A (Estimated quantity)

Contract Type: Interlocal

Contract Period:

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): TCSO Discretionary accounts

☒ Comments: Payments will be made from the TCSO Discretionary accounts

➤ **Statutory Verification of Funding:**

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

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



## **Lolly Jones - Re: Tx Dept of Public Safety alcohol test kits**

**From:** Linda Hollis  
**To:** Lolly Jones  
**Date:** 1/29/2010 11:03 AM  
**Subject:** Re: Tx Dept of Public Safety alcohol test kits  
**CC:** Maria Wedhorn

Apologize, we will not process the purchases through the HTE system, so Purchase orders will not go through the County purchasing dept.

>>> Lolly Jones 1/29/2010 10:55 AM >>>

Can you explain what you mean by the TCSO Discretionary accounts? Does that mean we will not issue purchase orders, or what?

>>> Linda Hollis 1/29/2010 10:26 AM >>>

Lolly

TCSO would like to move forward with the Interlocal Cooperation Contract with DPS to purchase the alcohol test kits. The payments will be made from the TCSO Discretionary accounts.

Thanks

Linda Hollis-Accountant Associate  
Travis County Sheriff's Office  
Travis Co Correctional Complex-Bldg 230  
3614 Bill Price Rd  
Del Valle TX 78617  
Phone: 512-854-5219  
Fax: 512-854-5307

>>> Lolly Jones 1/27/2010 3:00 PM >>>

Hi Linda,

Did you ever talk to Maria about this issue?

**From:** Bonnie Floyd  
**To:** Lolly Jones  
**Date:** 7/20/2009 9:40 AM  
**Subject:** Re: Interlocal-DPS

Yes, all interlocals have to be approved by the court.

>>> Lolly Jones 7/20/2009 9:37 AM >>>  
What am I suppose to do? Take it to Court?

>>> Bonnie Floyd 7/20/2009 9:29 AM >>>  
Lolly has everything and will be in touch with Linda.

>>> Mike Long 7/20/2009 9:01 AM >>>  
thanks Linda  
I believe I turned this over to Bonnie on the Commodity side.  
I will verify

Bonnie/Lolly,  
looks like this would be a new interlocal with DPS for medical supplies  
Did I give you the copy of the first Agreement Linda sent me?

Michael E. Long, CPPB  
Travis County Purchasing Office  
Purchasing Assistant III  
314 W. 11th St.  
Austin, TX 78701  
ph # 512 854 4850  
fax # 512 854 9185  
[mike.long@co.travis.tx.us](mailto:mike.long@co.travis.tx.us)

>>> Linda Hollis 7/16/2009 2:53 PM >>>

attached is the copy I have.

Thanks

>>> Mike Long 7/13/2009 2:55 PM >>>  
do you have a copy of the interlocal agreement or contract #?  
As this would be considered a commodity contract, I will turn this over to Bonnie Floyds section.  
Thanks

Michael E. Long, CPPB  
Travis County Purchasing Office  
Purchasing Assistant III  
314 W. 11th St.  
Austin, TX 78701  
ph # 512 854 4850  
fax # 512 854 9185  
[mike.long@co.travis.tx.us](mailto:mike.long@co.travis.tx.us)

>>> Linda Hollis 7/13/2009 1:46 PM >>>  
Mike

This is in reference to the Interlocal Contract that was received from Texas Dept of Public Safety.  
Yes this is a valid interlocal contract and TCSO would like for Cyd Grimes to sign off on the agreement.

This agreement is to purchase Alcohol Blood Test Kits directly from DPS. These same kits are then sent back to DPS for them to analyze to contents.

Once the completed Interlocal contract has been signed, would you please forward a copy to TCCC-Finance to Maria Wedhorn's attention.

The general fund line item for this type of purchase would be 001-3706-583-3055

If you have any questions please give me a call.

Thanks for all your help.

Linda Hollis-Accountant Associate  
Travis County Sheriff's Office  
Travis Co Correctional Complex-Bldg 230  
3614 Bill Price Rd  
Del Valle TX 78617  
Phone: 512-854-5219  
Fax: 512-854-5307

## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local governmental agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: Travis County

Complete Address: 314 W. 11th St., Austin, Tx 78701  
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time each order materials and supplies are submitted. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2009 and shall terminate on August 31, 2011

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

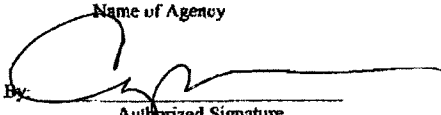
RECEIVING AGENCY

PERFORMING AGENCY

Travis County  
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY  
Name of Agency

By: \_\_\_\_\_  
Authorized Signature

By:   
Authorized Signature

County Judge  
Title

Chief of Finance  
Title

Date: \_\_\_\_\_

Date: 12-7-09

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
INSTRUCTION MANUAL  
FOR PURCHASING  
BREATH TESTING SUPPLIES AND  
PRINTED MATERIAL  
FOR NON-DPS AGENCIES**

## INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users.

The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Inter-local Cooperation Contract on file with General Services Bureau for any supply item such as mouthpieces and alcohol blood tests kits. An Inter-local Contract is not required for printed materials. Instructions for DPS purchases will be contained in the DPS supply catalog.

We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF  
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG  
TESTING SUPPLIES

1. Submit your request on your department letterhead as per sample letter on page 4.  
  
This letter request must have an authorized signature and the name and phone number of a contact person.  
  
Also, furnish exemption number if tax exempt. This letter should be addressed to DPS GENERAL SERVICES BUREAU, P.O. BOX 15999, AUSTIN, TEXAS 78761-5999.
2. See price list on page 3a dated 08-03-09. These prices will be subject to change on a periodic basis and includes shipping and administrative cost.
3. Check or money order should be attached to the letter made out to the Department of Public Safety and should cover any tax, if applicable.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be as listed on page 3a and 3b. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact Department of Public Safety, General Services Bureau, 512-424-5718 or TEX-AN- 225-5718.



**NON DPS AGENCIES  
PRICE SHEET**

This is a **SAMPLE ORDER SHEET**. USING YOUR LETTERHEAD, please follow this format rather than a purchase order form. These items must be **PRE-PAID**.

QUANTITY	STOCK NO.	DESCRIPTION	MINIMUM QUANTITY	PRICE	TOTAL AMOUNT
_____	TLERR07/D	TEST RECORDS	Spkgs. 100/pkg	\$ 5.00/pkg	_____
_____	TLERR07/M	INTOXILYZER MANUAL	Each (Binder, Tabs & Contents)	7.00/each	_____
_____	DIC023/I	PEACE OFFICER'S SWORN REPORT	Pad of 50 sets	2.50/pad	_____
_____	DIC023A/9	SPECIMEN ROUTING RPT.	Pad of 50 sets	2.50/pad	_____
_____	DIC024/I	DWI STATUTORY WARNING	Pad of 50 sets	2.50/pad	_____
_____	DIC025/M	NOTICE OF SUSPENSION	Pad of 50 sets	2.50/pad	_____
_____	DIC054/E	SWORN REPORT CMV	Pad of 50 sets	2.50/pad	_____
_____	DIC055/S	PEACE OFFICER STATUTORY WARNING FOR COMM. VEH.	Pad of 50 sets	2.50/pad	_____
_____	DIC056/S	BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	Pad of 50 sets	2.50/pad	_____
_____	DIC057/I	DISQUALIFICATION NOTICE	Pad of 50 sets	2.50/pad	_____
_____	THP/I	OFFENSE REPORT	Pad of 100 sheets	1.50/pad	_____
_____	THP/A	DWI SOBRIETY TEST	Pad of 100 sheets	1.50/pad	_____
_____	THP/SI	BLOOD SPECIMEN	Pad of 100 sheets	1.50/pad	_____
_____	THP/SA	AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	Pad of 100 sheets	1.50/pad	_____
*****					
_____	* 680-24-01045-3	MOUTHPIECES	1 Crtn. of 100 each	17.50/crtn	_____
_____	* 680-93-8050	ALCOHOL BLOOD TEST KIT	1 EACH	4.00/each	_____
_____	* 680-93-8060	URINE SPECIMEN TEST KIT	1 EACH	4.50/each	_____
_____	* 475-34-7920	SYRINGE TRANSPORT TUBES	1 EACH	3.50/each	_____

8.25% TAX (If Applicable)

TOTAL AMOUNT ENCLOSED

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE!**

\* Municipalities and Counties must have an Inter-local Contract on file to purchase these items.  
Mail orders and payment to:

DPS GENERAL SERVICES BUREAU  
P.O. BOX 15900  
AUSTIN, TEXAS 78761-5990  
512-424-5718

Revised (08-03-09)

(3a)

*buy from them & pay 2-27/818*

**NON OPS AGENCIES  
PRICE SHEET**

This is a **SAMPLE ORDER SHEET** of the D.W.J. Forms that we have available in **SPANISH**  
**USING YOUR LETTERHEAD**, please follow this format rather than a purchase order form.  
These items must be **PRE-PAID**.

<u>QUANTITY</u>	<u>STICK NO.</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICE</u>	<u>TOTAL AMOUNT</u>
_____	DIC024S/6	DWI STATUTORY WARNING	Pad of 50 sets	\$ 2.50/pad	_____
_____	DIC025S/3	NOTICE OF SUSPENSION	Pad of 50 sets	2.50/pad	_____
_____	DIC055S/0	PEACE OFFICER STATUTORY WARNING FOR COMM. VEH.	Pad 100 sheets	2.50/pad	_____
_____	DIC057S/6	DISQUALIFICATION	Pad of 50 sets	2.50/pad	_____
					<b>8.25% TAX (If Applicable)</b> _____
					<b>TOTAL AMOUNT ENCLOSED</b> _____

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE.**

Prices include shipping and handling.

Mail orders and payments to:

D P S GENERAL SERVICES BUREAU  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999  
(512) 424-5718

**S - A - M - P - L - E**  
**DEPARTMENT LETTERHEAD**

DATE \_\_\_\_\_

DPS General Services Bureau  
P.O. Box 15999  
Austin, Texas 78761-5999

Gentlemen:

Please enter our purchase order for the following Intoxilyzer Breath Testing Publication and/or supplies:

<u>QUANTITY</u>	<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>	<u>TOTAL AMOUNT</u>
5pkg.	TLE BR07/0	TEST RECORDS	\$ 5.00/pkg.	\$ 25.00
1 ea.	TLEBR38/8	MANUALS	\$ 7.00/ea	\$ 7.00
1 pad	DIC024/1	DWI STAT. WARNING	\$2.50/pad	\$ 2.50
1 pad	DIC025/8	NOTICE OF SUSPENSION	\$2.50/pad	\$ 2.50
1 pad	THP/1	OFFENSE REPORT	\$1.50/pad	\$ 1.50
6 crtn.	680-24-01045-3	MOUTH PIECES	\$17.50/crt.	\$ 105.00

TOTAL: \$ 143.50

My tax exempt number is 1074-1950317-3. My check is enclosed.  
The contact person is John Doe; Telephone number is (512) 465-8168.

Sincerely,

Joe Smith  
Title \_\_\_\_\_





## 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

16

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

*Bonnie Floyd* 2-10-10

**Voting Session: Tuesday, February 16, 2010**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR IFB B100029-DR, INMATE WELFARE ITEMS, TO THE LOW BIDDER, BOB BARKER COMPANY, INC. (TCSO)

**Points of Contact:**

**Purchasing:** Donald Rollack, 854-9700

**Department:** Maria Wedhorn, 854-4472; Greg Hamilton, Sheriff, Travis County, 854-9770

**County Attorney (when applicable):** John Hille

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

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

This contract will provide inmate welfare items for detainees in the Travis County Correctional Complex.

IFB B100029-DR was issued October 9, 2009 Bidsync. Purchasing received thirteen (13) bids. The department recommends awarding to the following vendor, Bob Barker Company, Inc.

**Contract Expenditures:** Within the last 12 months \$411,532.65 has been spent against this requirement.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Requirements

Contract Type: Annual

Contract Period: February 16, 2010 through February 15, 2011

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 101

Responses Received: 13

HUB Information: N/A

% HUB Subcontractor: N/A

☐ Comments:

➤ **Statutory Verification of Funding:**

\* ☐ Purchase Requisition in HTE

• ☒ Contract Verification Fund Forms: Verified\_\_\_\_ Not Verified\_\_\_\_ by Auditor

• ☒ Funding Account(s) 001-3735-583-3031 and 001-3735-583-3035

☐ Comments: \* Requisitions will be entered as services are required.

• At least one of these must be included

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE  
\_\_\_\_\_

COUNTY JUDGE

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

CVG:DR:dr



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

PHYLLIS CLAIR  
Major -- Law Enforcement

DARREN LONG  
Major -- Corrections

MARK SAWA  
Major - Administration & Support

Date: January 11, 2010

MEMORANDUM

TO: Donald Rollack, Purchasing

FROM: Samantha Peterman, Accounting Clerk

SUBJECT: Bid Solicitation B100029-DR, Uniforms, Pillows and Hygiene

The Travis County Sheriff's Office would like to award the contract to Bob Barker for the Uniforms, Pillows and Hygiene. Funding sources is #001-3735-583-3031, #001-3735-583-3035 and Inmate Welfare Funds.

If you have any question please feel free to give me a call at 854-4185.

XC: Maria Wedhorn, Financial Analyst

**Agency Notes:****Supplier Notes:****Supplier Totals****Bob Barker Company, Inc.****\$69,186.90 (38/38 items)**

Bid Contact **Nenna Mann**  
**bidnotices@bobbarker.com**  
**Ph 800-334-9880 x413**  
**Fax 800-322-7537**

Address **PO Box 429**  
**134 N Main St**  
**Fuquay Varina, NC 27526**

**Agency Notes:****Supplier Notes:****ICS****\$85,491.88 (38/38 items)**

Bid Contact **Wyatt Bogan**  
**icswacobids@hotmail.com**  
**Ph 800-524-5427**

Address **P O Box 21056**  
**Waco, TX 76702**

**Agency Notes:****Supplier Notes:****Robinson Textiles****\$40,580.40 (31/38 items)**

Bid Contact **Jennifer L Kutsch**  
**robtexemail@aol.com**  
**Ph 800-421-5582 x236**  
**Fax 800-370-7019**

Address **152 W. Walnut Street Suite 250**  
**Gardena, CA 90248**

Bid Notes **We bid all shorts, shirts, pants all or none.**

**Agency Notes:****Supplier Notes:**

We bid all shorts, shirts, pants all or none.

**AVID Products****\$46,050.00 (6/38 items)**

Bid Contact **Nancy Cordeiro**  
**ncordeiro@avidproducts.com**  
**Ph 401-846-1300**

Address **72 Johnnycake Hill Road**  
**Middletown, RI 02842**

**Agency Notes:****Supplier Notes:****Oraline****\$70,688.80 (5/38 items)**

Bid Contact **KYLE ROBERTS**  
**kroberts@oraline.net**  
**Ph 888-296-6730**  
**Fax 877-419-7750**

Address **823 NYS Rt 13**  
**Cortland, NY 13045**

Qualifications **CISV**

**Agency Notes:****Supplier Notes:****AVID Airline Products****\$41,252.40 (6/38 items)**

Bid Contact **Kylie Pfile**  
**kpfile@avidproducts.com**  
**Ph 401-846-1300**

Address **72 Johnnycakehill Road**  
**Middletown, RI 02842**

Qualifications **SB**

**Agency Notes:****Supplier Notes:****American Amenities Inc****\$30,944.62 (6/38 items)**

Bid Contact **- -**  
**Ph 425-189-1899**  
**Fax 425-487-2939**

Address **17280 Woodinville - Redmond RD NE**  
**Woodinville, WA 98072**

**Agency Notes:****Supplier Notes:****M.D.BROWN CO****\$1,908.80 (1/38 items)**

Bid Contact **NATHAN BROWN**  
**mdbrown4@verizon.net**  
**Ph 570-283-0212**

Address **239 schuyler ave**  
**kingston, PA 18704**

**Agency Notes:****Supplier Notes:****Mid-States Services, Inc****\$47,075.00 (6/38 items)**

Bid Contact **Clyde Walker**  
**bids@1mssi.com**  
**Ph 817-605-9899**

Address **580 North Beach Street**  
**Fort Worth, TX 76111**

**Agency Notes:****Supplier Notes:****Amercare Products, Inc.****\$30,283.10 (6/38 items)**

Bid Contact **Wendy Hemming**  
**amercare@verizon.net**  
**Ph 800-556-6322**

Address **PO Box 25326**  
**Seattle, WA 98165-2226**



**Agency Notes:****Uniforms Manufacturing**

Bid Contact **Susan A Polo**  
**susan@umidirect.com**  
**Ph 480-368-9316 x102**

Qualifications **SB**

**Supplier Notes:**

**\$43,779.10 (31/38 items)**

Address **P.O. Box 12716**  
**Scottsdale, AZ 85267**

**Agency Notes:****The Jones Metal Products Co. Inc dba The Jones Zylon Co.**

Bid Contact **Todd Kohl**  
**Ph 800-848-8160**  
**Fax 877-632-6344**

**Supplier Notes:**

**\$55,133.36 (6/38 items)**

Address **305 North Center St.**  
**West Lafayette, OH 43845**

**Agency Notes:****Comade, Inc.**

Bid Contact **Chris Schaller**  
**sales@comade.com**  
**Ph 949-474-0160 x702**  
**Fax 949-474-0161**

Qualifications **CISV TX**

**Supplier Notes:**

**\$45,901.00 (7/38 items)**

Address **17915 Sky Park Circle Suite B**  
**Irvine, CA 92614**

**Agency Notes:****Supplier Notes:**

GM200I13

## TRAVIS COUNTY

1/13/10

Fiscal Year 2010

## Account Balance Inquiry

13:57:32

Account number . . . . :	1-3735-583.30-35
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	37 SHERIFF
Division . . . . . :	35 CORRECTIONS BUREAU
Activity basic . . . . :	58 CORRECTNS & REHABILITATN
Sub activity . . . . . :	3 TRAVIS CO JAIL/CORRECTNS
Element . . . . . :	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . . :	35 CLOTHING, UNIFORMS

Original budget . . . . . :	0
-----------------------------	---

Actual expenditures - current . . . . . :	.00	
Actual expenditures - ytd . . . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	.00	0.0%
Unencumbered balance . . . . . :	.00	0.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

GM200I13

## TRAVIS COUNTY

1/13/10

Fiscal Year 2010

## Account Balance Inquiry

13:56:52

Account number . . . : 1-3735-583.30-31  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 37 SHERIFF  
 Division . . . . . : 35 CORRECTIONS BUREAU  
 Activity basic . . . . : 58 CORRECTNS & REHABILITATN  
 Sub activity . . . . . : 3 TRAVIS CO JAIL/CORRECTNS  
 Element . . . . . : 30 OPERATG SUPPLIES,RP&E,NC  
 Object . . . . . : 31 CUSTODIAL, LAUNDRY, CLEANG

Original budget . . . . .	:	160,104	
Revised budget . . . . .	:	160,656	10/01/2009
Actual expenditures - current . . .	:	80.70	
Actual expenditures - ytd . . . .	:	13,145.84	
Unposted expenditures . . . . .	:	.00	
Encumbered amount . . . . .	:	43,307.98	
Unposted encumbrances . . . . .	:	.00	
Pre-encumbrance amount . . . . .	:	.00	
Total expenditures & encumbrances:		56,534.52	35.2%
Unencumbered balance . . . . .	:	104,121.48	64.8

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

Travis County Commissioners Court Agenda RequestVoting Session February 9, 2010

Work Session

- I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434
- B. Requested Text:  
Consider and take appropriate action on a request to participate with the City of Austin in developing its Strategic Mobility Plan by identifying potential cost-share projects for inclusion in future City and County bond referendums.
- C. Approved by: Commissioner Ron Davis, Precinct 1
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- 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 budget line item
- ☐ Grant
- Human Resources Department (473-9165):
- ☐ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ☐ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ☐ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB -2 AM 11:34

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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.

2010 JAN 31 AM 9:24  
COMMISSIONER'S OFFICE  
TRAVIS COUNTY



## **TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

---

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

February 1, 2010

**MEMORANDUM TO:** Members of the Commissioners Court

**THROUGH:** Joseph P. Gieselman, Executive Manager

**FROM:** Steve Manilla, TNR Public Works Director

**Subject:** Potential City-County Transportation Projects

### **Proposed Motion:**

Consider and take appropriate action on a request to participate with the City of Austin in developing its Strategic Mobility Plan by identifying potential cost-share projects for inclusion in future City and County bond referendums.

### **Summary and Staff Recommendations:**

The City of Austin is developing a Strategic Mobility Plan to address traffic problems across the City and into its ETJ. City Transportation Department staff has requested Travis County input in identifying projects that will help alleviate existing and anticipated traffic problem areas. Once these projects are identified they will be prioritized for possible inclusion in future City and County bond referendums.

TNR recommends directing staff to work with the City Transportation Department to identify mutually beneficial projects that the City and County can agree to cost-share.

### **Budgetary and Fiscal Impact:**

Hundreds of millions of dollars of new or improved transportation infrastructure is needed throughout the County to satisfactorily address growth, safety, and congestion issues. Parts of eastern Travis County are especially hard pressed for improvements because of development spurred on by the opening of SH 130, and by City Smart Growth policies that encourage development in that region. New or larger roadways and alternative modes of transportation are needed but high costs limit the ability of any one entity to respond quickly to the demand. Partnering with the City of Austin, and others such as TxDot and the private sector, can help to get needed improvements completed sooner.

The City of Austin Transportation Department is preparing for a fall 2010 bond referendum. If approved by the voters the projects will be implemented over the next five years and commit the City's debt capacity for a period of years. Projects recommended by Travis County will be

considered but cost-sharing is expected for those portions of projects that fall outside the City's corporate limits.

TNR will present the list of recommended projects to the Court for consideration in the next County bond referendum. Because this will occur some time after the City's referendum a qualified statement from the Court indicating its willingness to cost-share would assist the City with its decision to include the County's recommended projects in its referendum.

**Background:**

To address traffic problems across the city, the City of Austin Transportation Department is developing a Strategic Mobility Plan. The plan aims to identify connectivity gaps across all modes of transportation throughout the city. Mobility concerns identified through the Strategic Mobility Plan will also be communicated to county and state entities like TxDOT and the Capital Area Metropolitan Planning Organization, which distributes state and federal money and plans transportation and development strategies over a 25-year period.

The initial phase of the Strategic Mobility Plan is to identify the mobility gaps through city-wide meetings among engineers, city transportation officials and members of the community. Gaps across roadways, bikeways, walkways and public transit systems are considered.

Once the gaps are identified, the city will prioritize the biggest problem areas and communicate those to other planning entities. Larger upgrades will have to be incorporated in future bond packages, which would fund the improvements.

The second phase of the mobility plan involves designing ways to implement and sustain the improvements. To plan for long- term traffic, city officials will look at community corridors and incorporate mobility solutions into the city's comprehensive plan.

**Required Authorizations:** None

CC:

Gordon Derr, P.E., COA Transportation Department  
Charlie Watts & Leroy Click, TNR Planning Section  
Steve Sun. P.E., TNR CIP Division Manager

Travis County Commissioners Court Agenda RequestVoting Session 2/16/10  
(Date)Work Session \_\_\_\_\_  
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:****A) AMENDMENT TO CHAPTER 82 TO REQUIRE A PLAT NOTE REGARDING THE COUNTY'S LIMITED ABILITY TO REGULATE LAND USE IN THE UNINCORPORATED AREA****B) AMENDMENT TO TITLE 30 TO MODIFY SECTION 30-2-83 TO REQUIRE A PLAT NOTE ON ALL PLATS REGARDING THE LIMITED ABILITY TO REGULATE LAND USE IN THE UNINCORPORATED AREA****C) INSTRUCT TNR STAFF TO WORK WITH ITS TO PREPARE A COMMERCIAL REGARDING THE COUNTY'S LIMITED ABILITY TO REGULATE LAND USE IN THE UNINCORPORATED AREA TO AIR ON CABLE CHANNEL 17**

C. Approved by:

Ron Davis  
Commissioner Ron Davis, Precinct One

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

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

Chris Gilmore: 854-9544Anna Bowlin: 854-7561RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB 10 AM 10:31

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)☐ Additional funding for any department or for any purpose☐ Transfer of existing funds within or between any line item budget☐ GrantHuman Resources Department (854-9165)☐ A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700)☐ Bid, Purchase Contract, Request for Proposal, ProcurementCounty Attorney's Office (854-9415)☐ Contract, Agreement, Policy & Procedure

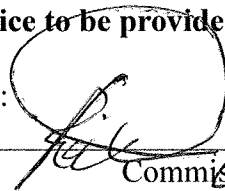
AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.

Travis County Commissioners Court Agenda RequestVoting Session 02/16/2010  
(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:

**A. Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Balli Resubdivision of Lot 4 Block A in Precinct One.****B. Approve setting the public hearing for March 9, 2010 to receive comments on: Resubdivision of Balli Subdivision Lot 4 Block A in Precinct One (Resubdivision of Balli Subdivision Lot 4 Block A: 2 lots – 3.47 Acres – Cadillac Drive - No Fiscal required – Sewage service to be provided by OSSF – City of Austin ETJ).**

C. Approved by:

Commissioner Ron Davis, Precinct One

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

Sarah C. Sumner: 854-7687Dennis Wilson: 854-4217Anna 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☐ GrantHuman Resources Department (854-9165)☐ A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700)☐ Bid, Purchase Contract, Request for Proposal, ProcurementCounty Attorney's Office (854-9415)☐ Contract, Agreement, Policy & Procedure

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB -4 PM 12:01





## 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

February 3, 2010

TO: Members of the Commissioners Court

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

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

SUBJECT: Balli Subdivision, Precinct One

#### **PROPOSED MOTION:**

**A. Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Balli Resubdivision of Lot 4 Block A in Precinct One.**

**B. Approve setting the public hearing for March 9, 2010 to receive comments on: Resubdivision of Balli Subdivision Lot 4 Block A in Precinct One (Resubdivision of Balli Subdivision Lot 4 Block A: 2 lots – 3.47 Acres – Cadillac Drive - No Fiscal required – Sewage service to be provided by OSSF – City of Austin ETJ).**

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

The variance to 30-3-191 (B) was granted August 12, 2008 for the original Balli Subdivision. This resubdivision does expand the back of one of the previously platted commercial lots and includes the adjacent, existing single family tract to make it a legal lot.

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 and there are drainage ways adjacent to Cadillac Road, 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.

The request to set the public hearing is standard for the notice period required for a resubdivision. Non residential notice for the commercial lot was mailed out on July 22, 2009. Notice for the resubdivision was also sent via mail with the Zoning and Platting hearing date and the Commissioners Court date.

***ISSUES:***

Staff has not received any inquiries regarding this project.

***BUDGETARY AND FISCAL IMPACT:***

None.

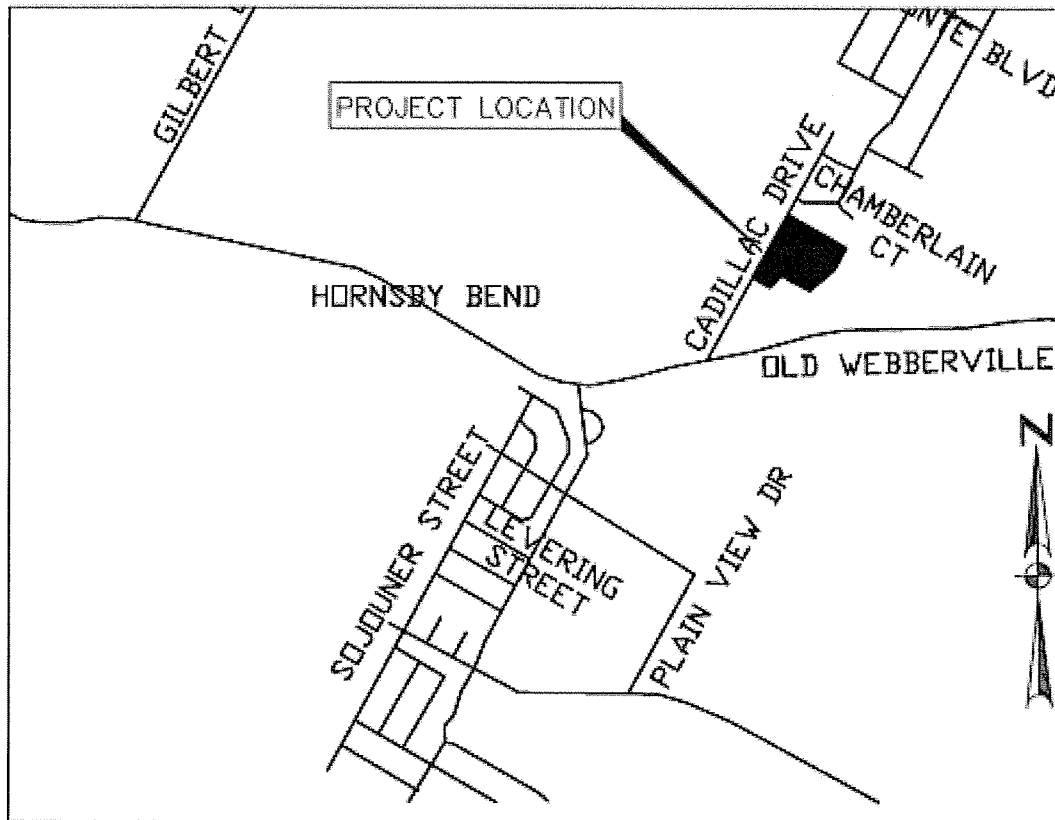
***REQUIRED AUTHORIZATIONS:***

None.

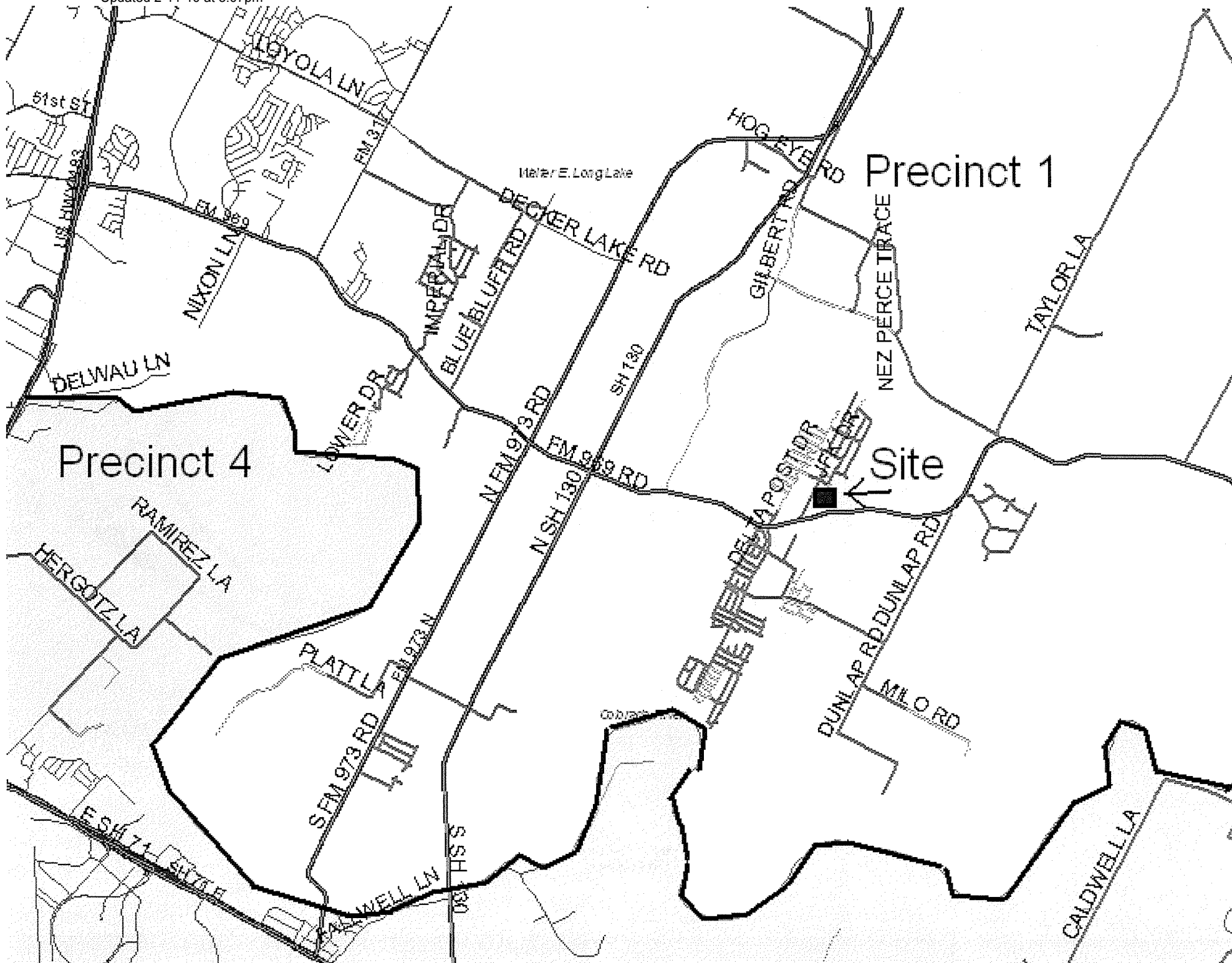
***EXHIBITS:***

Location map, Precinct Map, original plat, proposed resubdivision  
SCS 0708

## Balli Subdivision Location Map



VICINITY MAP  
N.T.S.

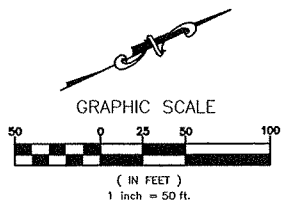


Precinct 1

Precinct 4

Site

# FINAL PLAT OF BALLI SUBDIVISION



1. SURVEYED BY:  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78759  
PHONE: (512) 249-8149  
FAX: (512) 331-5217

2. TOTAL ACRES: 3.0

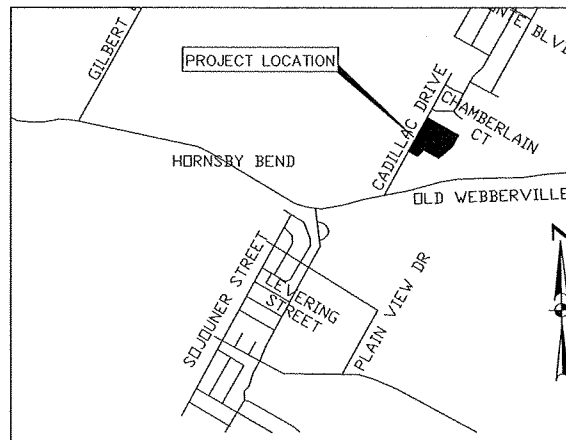
3. TOTAL NUMBER OF LOTS: 4

4. 0 LF OF NEW STREET

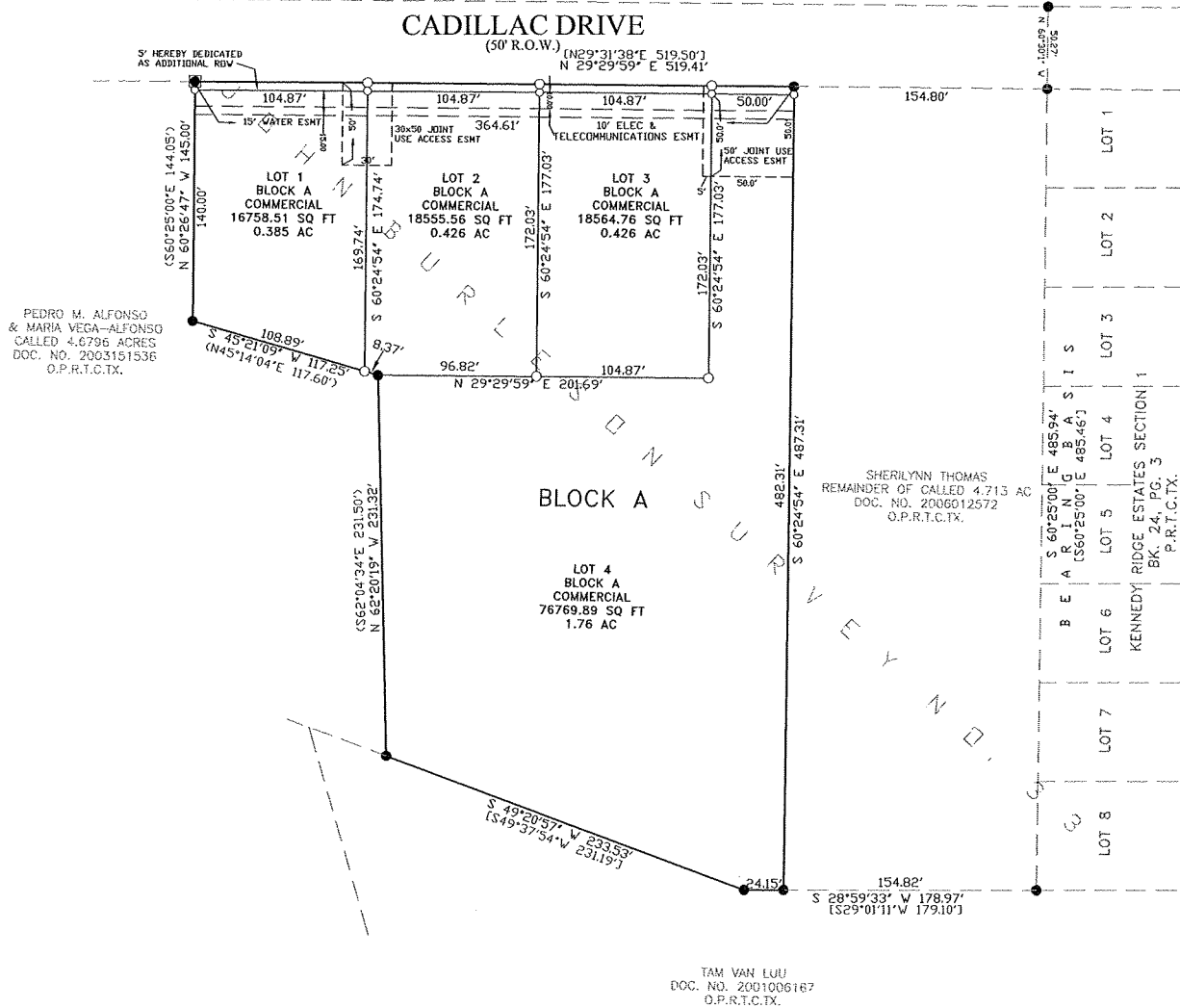
## LEGEND

= CONCRETE MONUMENT SET  
 I.R.S. = IRON ROD SET  
 I.R.F. = IRON ROD FOUND  
 I.P.F. = IRON PIPE FOUND  
 = CONCRETE MONUMENT FOUND  
 ( ) = DOC. NO. 2003151536  
 [ ] = DOC. NO. 2006012572  
 B.L. = BUILDING LINE  
 P.U.E. = PUBLIC UTILITY EASEMENT

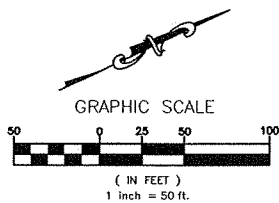
LOT INFORMATION			
	SF	AC	
LOT 1	16758.51	0.385	COMMERCIAL
LOT 2	18555.56	0.426	COMMERCIAL
LOT 3	18564.76	0.426	COMMERCIAL
LOT 4	76769.89	1.76	COMMERCIAL



VICINITY MAP  
N.T.S.



# RESUBDIVISION OF LOT 4, BLOCK A, FINAL PLAT OF BALLI SUBDIVISION



1. SURVEYED BY:  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78759  
PHONE: (512) 249-8149  
FAX: (512) 331-5217

2. TOTAL ACRES: 3.47

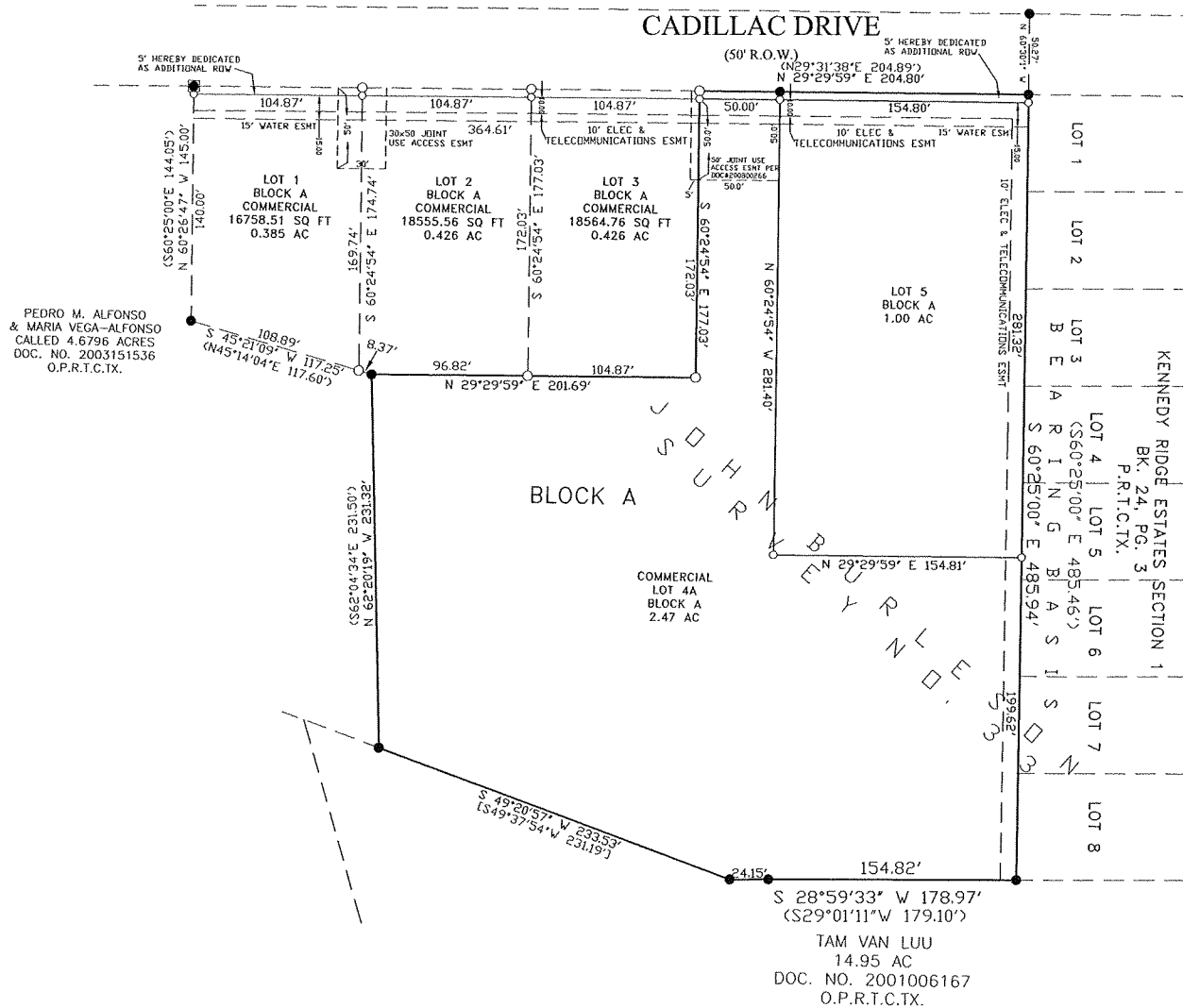
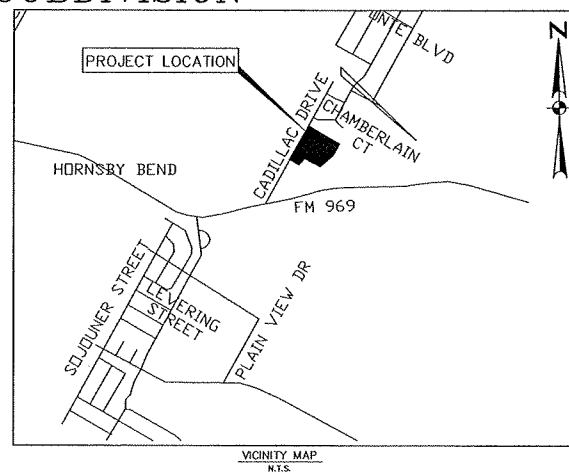
3. TOTAL NUMBER OF LOTS: 2

4. 0 LF OF NEW STREET

## LEGEND

○ = CONCRETE MONUMENT SET  
I.R.S. = IRON ROD SET  
I.R.F. = IRON ROD FOUND  
I.P.F. = IRON PIPE FOUND  
□ = CONCRETE MONUMENT FOUND  
( ) = DOC. NO. 2003151536  
[ ] = DOC. NO. 2006012572  
B.L. = BUILDING LINE  
P.U.E. = PUBLIC UTILITY EASEMENT

LOT INFORMATION			
	SF	AC	
LOT 4A	107530.0	2.47	COMMERCIAL
LOT 5	43562.14	1.00	RESIDENTIAL



# 21

Travis County Commissioners Court Agenda Request

Voting Session 2/16/2010  
(Date)

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

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Streetman Homes for sidewalk fiscal for West Cypress Hills Sec 3A Lot 37 Block B in precinct 3.**

C. Approved by: \_\_\_\_\_  
Commissioner Karen Huber, Precinct 3

- 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:

AB Anna Bowlin – 854-9383  
Stacey Scheffel – 854-9383  
Tim Pautsch – 854-9383

III. Required Authorizations: Please check if applicable:

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

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

### MEMORANDUM

DATE: January 26, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna M. Bowlin, Division Director, Development Services

SUBJECT: Cash Security Agreements for sidewalks on lots in West Cypress Hills.

#### **Summary and Staff Recommendation:**

Streetman Homes, proposes to use this Cash Security Agreement, as follows: Ph 1 Sec. 3A Lot 37 Block B \$684.00 Permit #10-0079, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

#### **Required Authorizations:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

#### **Exhibits:**

Cash Security Agreements (1)  
Map

TP:AMB:tp

1102 West Cypress Hills Phase 1 Sec. 3A



Request  
from  
**STREETMAN HOMES, Ltd., L.L.P.**  
**4407 Bee Cave Rd. #212**  
**Austin, TX 78746**

<b>TO:</b> Travis County 411 West 13 <sup>th</sup> 8 <sup>th</sup> Floor Austin, TX 78767 ATTN: Tim Pautsch	<b>FROM:</b> Kathy Rhoades phone: (512) 329-9966 fax: (512) 329-9928
<b>DATE:</b> 1/22/10	

Message:

Please post for sidewalk fiscal for the following addresses in West Cypress Hills:

<u>Street Address</u>	<u>Lot/Block/Phase/Section</u>	<u>Subdivision</u>
22313 Rock Wren	37 / B / 1 / Sec. 3a	W. Cypress Hills

You can call me at the above number if you need any additional information.

THANK YOU!  
*KATHY RHOADES*

§ 82.1006. EXHIBIT 82.401 (C )

( c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Streetman Homes, Ltd., LLP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$684.00

SUBDIVISION: West Cypress Hills

DATE OF POSTING: January 22, 2010

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

CashSecurityAgreement/Sidewalks

Page 2

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

DEVELOPER/BUILDER

COMPANY NAME &amp; ADDRESS

BY: Streetman Homes, Ltd., LLP 4407 Bee Cave Rd, Suite 212, Austin, TX 78746PRINT: Kathy RhoadesTITLE: Production ManagerPHONE: 512-329-9966

## SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Name

Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Kathy Rhoades  
Name

1/22/10

Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_

Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS\_\_\_\_\_  
Date

Vendor: 99689 TRAVIS COUNTY NATURAL

Date: 01/22/2010 Check No: 00035989

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
22313rockw	01/15/10	sidewalk fiscal	684.00	0.00	684.00
22313rockw	22313	Rock Wren	wch01 West Cypress Hills - 60's		

RECEIVED

JAN 25 2010

TNR

Check Subtotal	----->>	684.00	0.00	684.00
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STREETMAN HOMES, Ltd., L.L.P.

4407 BEE CAVES ROAD, SUITE 212  
AUSTIN, TEXAS 78746

Citibank TX, NA

No. 035989

DATE

01/22/2010

CHECK AMOUNT

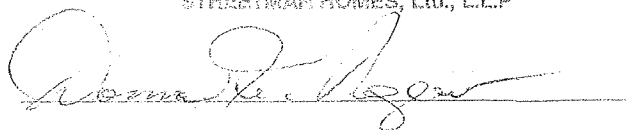
\$\*\*\*\*\*684.00

PAY

SIX HUNDRED EIGHTY-FOUR DOLLARS AND ZERO CENTS\*\*\*\*\*

TO THE  
ORDER  
OFTRAVIS COUNTY NATURAL  
RESOURCES  
P O BOX 1748  
AUSTIN, TX 78767

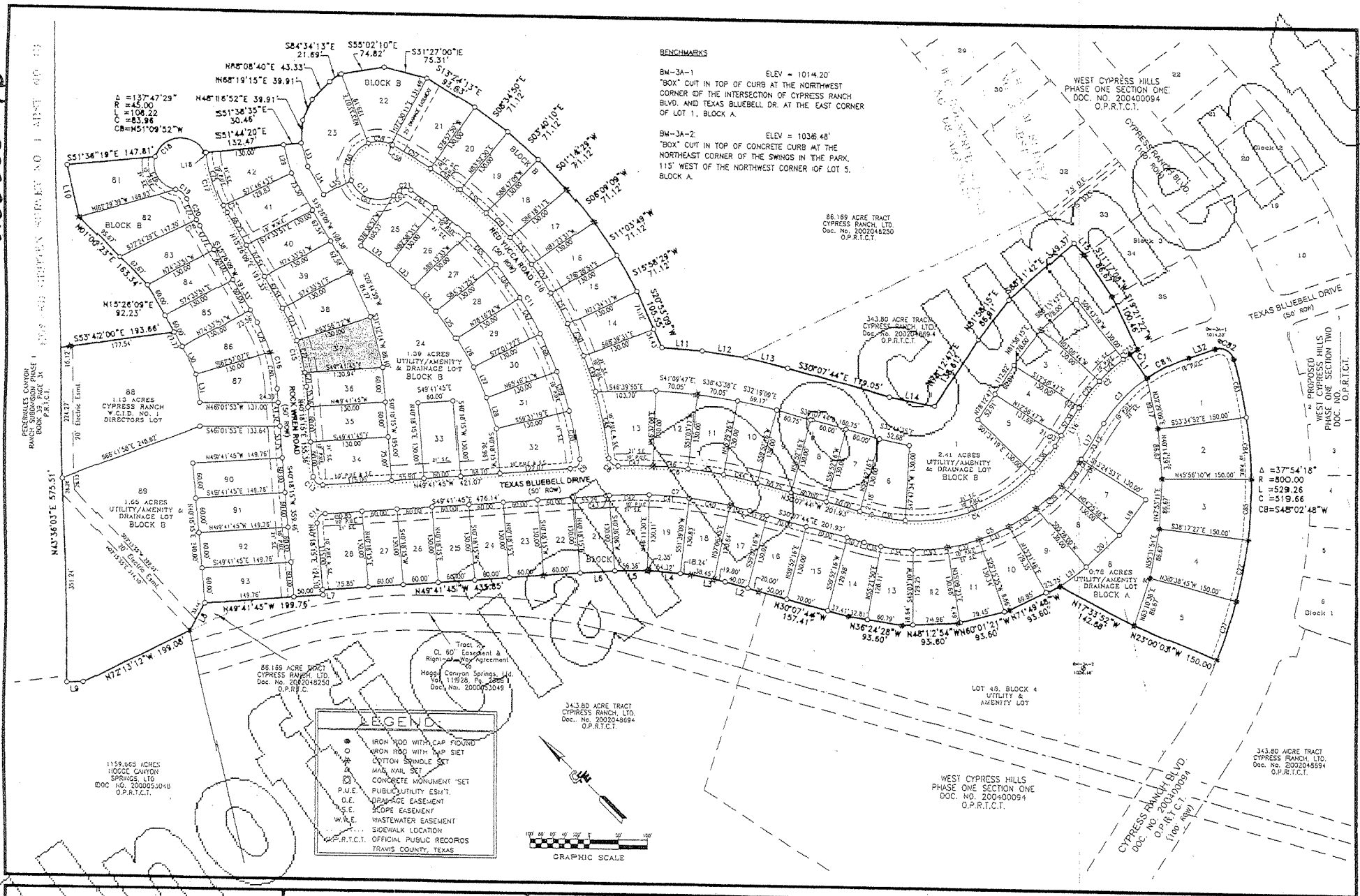
STREETMAN HOMES, Ltd., L.L.P.



0035989 1131935321

03 29612849

200600396



PHOTOGRAPHIC MYLAR



100 Bowe Street, Suite 250  
Austin, Texas 78703  
P: 512.495.9470  
F: 512.495.9473  
P.O. Box 1528  
Austin, Texas 78776-1528  
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MAY, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No. 2518
TECHNICIAN:	RLM SAR
FIELDBOOK:	59, 96
JOB NUMBER:	2059,002
DESCRIPTION:	J:\Cypress_Ranch\WCH\Survey\PhaseOne\Acad Final Plat\Phone Sec3A\WCH-P1S3A-FP.dwg
DRAWING:	

## WEST CYPRESS HILLS PHASE ONE SECTION THREE-A

CFE PLAT NO.  
WCH-P1S3A-FP.dwg  
LINE 3

3  
OF 3



# 22Travis County Commissioners Court Agenda RequestVoting Session 2/16/2010  
(Date)Work Session \_\_\_\_\_  
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Streetman Homes for sidewalk fiscal for West Cypress Hills Sec 3A Lot 38 Block B in precinct 3.**

C. Approved by: \_\_\_\_\_  
Commissioner Karen Huber, Precinct 3

- 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  
Stacey Scheffel – 854-9383  
Tim Pautsch – 854-9383

## III. Required Authorizations: Please check if applicable:

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

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**MEMORANDUM**

DATE: January 28, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna M. Bowlin, Division Director, Development Services

SUBJECT: Cash Security Agreements for sidewalks on lots in West Cypress Hills.

**Summary and Staff Recommendation:**

Streetman Homes, proposes to use this Cash Security Agreement, as follows: Ph 1 Sec. 3A Lot 38 Block B \$732.00 Permit #09-2092, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

**Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**Required Authorizations:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**Exhibits:**

Cash Security Agreements (1)  
Map

TP:AMB:tp

1102 West Cypress Hills Phase 1 Sec. 3A



Request  
from  
**STREETMAN HOMES, Ltd., L.L.P.**  
**4407 Bee Cave Rd. #212**  
**Austin, TX 78746**

<b>TO:</b> Travis County 411 West 13 <sup>th</sup> 8 <sup>th</sup> Floor Austin, TX 78767 ATTN: Tim Pautsch	<b>FROM:</b> Kathy Rhoades phone: (512) 329-9966 fax: (512) 329-9928
<b>DATE:</b> 11/30/09	

Message:

Please post for sidewalk fiscal for the following addresses in West Cypress Hills:

<u>Street Address</u>	<u>Lot/Block/Phase/Section</u>	<u>Subdivision</u>
22317 Rock Wren	38 / B / 1 / Sec. 3a	W. Cypress Hills

You can call me at the above number if you need any additional information.

THANK YOU!  
*KATHY RHOADES*

22317 Rock Wren

§ 82.1006. EXHIBIT 82.401 (C )

( c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Streetman Homes, Ltd., LLP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$732.00

SUBDIVISION: West Cypress Hills

DATE OF POSTING: November 30, 2009

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

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Cash Security Agreement/Sidewalks  
Page 2

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

DEVELOPER/BUILDER

COMPANY NAME &amp; ADDRESS

BY: Streetman Homes, Ltd., LLP 4407 Bee Cave Rd, Suite 212, Austin, TX 78746PRINT: Kathy RhoadesTITLE: Production ManagerPHONE: 512-329-9966

## SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Name

Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Name

Kathy Rhoades  
Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS\_\_\_\_\_  
Date

Vendor: 99689 TRAVIS COUNTY NATURAL Date: 11/20/2009 Check No: 00035259

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
22317Rocsw	11/16/09	Sidewalk fiscal	732.00	0.00	732.00
22317Rocsw	22317	Rock Wren	wch01 West Cypress Hills - 60's		

RECEIVED

DEC 01 2009

TNR

Check Subtotal ----->> 732.00 0.00 732.00

**STREETMAN HOMES, Ltd., L.L.P.**  
 4407 BEE CAVES ROAD, SUITE 212  
 AUSTIN, TEXAS 78746

CitiBank TX, NA

No. 035259

DATE

11/20/2009

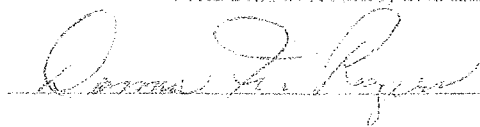
CHECK AMOUNT

\$\*\*\*\*\*732.00

SEVEN HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS\*\*\*\*\*

STREETMAN HOMES, Ltd., L.L.P.

TRAVIS COUNTY NATURAL  
 RESOURCES  
 P.O. BOX 1748  
 AUSTIN, TX 78767



0035259 1131935321

03 29612849



# 23Travis County Commissioners Court Agenda RequestVoting Session 2 / 16 / 10  
(Date)Work Session \_\_\_\_\_  
(Date)I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**Consider and take appropriate action on a request from Travis County Emergency Services District #4 for the purchase of unused, excess right-of-way adjacent to the fire station located at 14312 Hunters Bend Road in Precinct One, and the potential appointment of Commissioner Davis as Commissioner of Sale for the proposed transaction.**

C. Approved by: [Signature]  
Commissioner Ron Davis, Precinct 1

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

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

Joseph P. Gieselman, TNR 854-9383  
Steve Manilla, P.E., TNR 854-9429  
Greg Chico, TNR 854-4659  
Dee Heap, TNR 854-7647

Donna Williams-Jones TNR 854-9383  
John Hille, Asst. CA 854-9513  
Chris Gilmore, Asst. CA 854-9455

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)X Contract, Agreement, Policy & Procedure

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

RECEIVED  
 COUNTY JUDGE'S OFFICE  
 10 FEB -4 AM 11:40

24 FEB 2010 11:40 AM  
 COUNTY JUDGE'S OFFICE



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**COURT DATE: 2 / 16 / 10**

**AGENDA ITEM #**

### MEMORANDUM

DATE: February 2, 2010

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Request from Travis County Emergency Services District #4 to purchase 0.733 acres (31,949 square feet) of unused, excess right-of-way from Travis County

### **SUMMARY OF BRIEFING AND STAFF RECOMMENDATION**

On December 1, 2009, the Commissioners' Court considered a request from the Travis County Emergency Services District #4 (ESD4) for purchase of a tract (0.733 acre, or 31,949 square feet) of unused, excess right-of-way (ROW). The subject tract is located adjacent to and behind the ESD4 fire station facility at 14312 Hunters Bend Road, immediately south of FM 969. It is a crescent-shaped parcel, and is depicted in a surveyor's sketch attached as Exhibit "A"; Exhibit "B" shows the overall general location of the property.

Although all legally required steps for the sale of this excess ROW had been successfully completed by TNR staff and the proposed buyer (ESD4), to include appraisal of the land, the Commissioners Court did not take any formal action in the December meeting. This was due to ESD4's continuing request for a donation of the land, versus the legal requirement for monetary (purchase) consideration at or above the appraised fair market value of \$16,000. This appraised value was established in a comprehensive appraisal conducted by Mr. John Coleman, MAI, of the Aegis Group, Inc. In its review of the matter, the Commissioners' Court directed TNR staff to continue working with ESD4 staff towards the ultimate goal of ownership transfer of the property to the District. An excerpt of minutes regarding the matter is attached as Exhibit "C". On January 29, 2010, TNR received a letter dated January 27, 2010 (please see Exhibit "D") stating the desire and willingness of ESD4 to purchase the surplus ROW for \$16,000.

TNR staff has confirmed that this section of former roadway is not used, needed, or desired by Travis County or the general public for any purpose. A survey of various public use possibilities was undertaken by ROW staff, and based upon such review, TNR recommends sale of the property. Additionally, all adjoining property owners have been notified and have declined (in writing) any interest in purchasing a proportional share of the land area. All required advertisement / notification in a local newspaper of the proposed sale has been completed by ESD4.

Commissioners' Court  
February 2, 2010  
Page 2 of 2

Therefore, the proposed buyer has satisfactorily completed all necessary steps as set forth by Texas law and Travis County's policies and procedures. This contemplated sale would be via a Deed without Warranty, and without title company settlement or any expense to Travis County. TNR recommends approval of this proposed sale, and appointment of a Commissioner of Sale. Frequently, the appointed Commissioner of Sale for the County has been the Commissioner of the particular precinct in which the property exists -- Precinct One in this situation.

### **FISCAL AND BUDGETARY IMPACT**

If sold, Travis County would receive \$16,000 for the excess, unused ROW, and would eliminate public sector liability, as well as responsibility and costs related to maintenance (mowing and cleaning), for the parcel. There is no direct expense for the County associated with the proposed sale.

### **ISSUES AND OPPORTUNITIES**

TNR staff views this proposed sale as appropriate and in the best interest of the general public, as an opportunity to assist residents in the area with regard to provision of emergency services, and prudent stewardship of County resources / assets.

### **REQUIRED AUTHORIZATION** County Attorney – John Hille, Chris Gilmore

- EXHIBITS**
- (A) Surveyor's sketch and plat map depicting the subject tract sought by ESD4
  - (B) Area map identifying approximate general location of subject site
  - (C) Certified Minutes (Comm. Court meeting; December 1, 2009)
  - (D) ESD4 Letter (dated January 27, 2009)

copy: Steve Manilla, P.E., Public Works Director  
Greg Chico, Right-of-Way Manager  
Dee Heap, Right-of-Way Negotiator  
Donna Williams-Jones, TNR, Senior Financial Analyst

JPG/gc



F.M. HIGHWAY 969  
(A VARIABLE WIDTH R.O.W.)

# EXHIBIT "A"

SARAH EPPRIGHT  
1.0 ACRE  
BK. 7763, PG. 450  
D.R.T.C.Tx

AUSTIN'S COLONY  
PH. 1, SEC. 2  
VOL. 87, PAGE 98B  
P.R.T.C.Tx

P.O.B.  
0.733 ACRES  
(31,949 SQ.FT.)

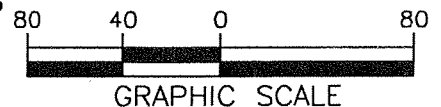
ROBERT D. DAVIS  
CALLED 9.45 ACRE  
VOL. 5530, PG. 1529  
D.R.T.C.Tx

## SUBJECT TRACT

### LEGEND

- - 1/2" IRON ROD FOUND (UNLESS NOTED)
- - 1/2" IRON ROD SET ("SAMINC" CAP)
- ⊙ - IRON PIPE FOUND (SIZE NOTED)
- △ - CALCULATED POINT
- - POWER POLE
- ⊕ - MANHOLE
- ⊗ - WASTE WATER
- ⊞ - TELEPHONE PEDESTAL

P.O.B. - POINT OF BEGINNING  
D.R.T.C.Tx - DEED RECORDS TRAVIS COUNTY, TEXAS  
P.R.T.C.Tx - PLAT RECORDS TRAVIS COUNTY, TEXAS

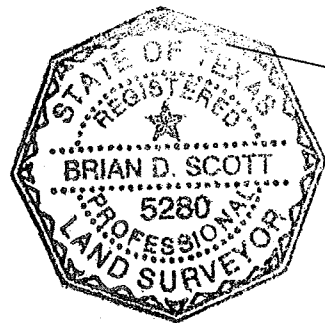


LINE TABLE		
LINE NO.	BEARING	LENGTH
L-1	N28°26'00"E	12.00'
L-2	N60°24'37"W	15.00'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C-1	31°51'30"	335.00'	186.27'	183.88'	N01°25'45"W
C-2	109°18'29"	20.00'	38.16'	32.63'	S72°00'45"E
C-3	24°53'53"	100.00'	43.46'	43.11'	N40°53'04"E
C-4	88°50'27"	118.37'	183.55'	165.70'	N15°59'27"W
C-5	30°03'11"	100.00'	52.45'	51.85'	N75°26'13"W
C-6	98°34'09"	20.00'	34.41'	30.32'	S40°15'07"W
C-7	11°10'10"	265.00'	51.66'	51.58'	N03°26'52"W
C-8	36°14'32"	80.76'	51.08'	50.23'	N20°15'29"E
C-9	2°38'59"	335.00'	15.49'	15.49'	N18°41'00"W

KATHLEEN MOORE  
CALLED 2.0 ACRE  
TRAVIS COUNTY  
APPRAISAL DISTRICT

12/5/08  
DATE



BEARING BASIS: THE SOUTHWEST LINE OF LOT 2 AND 3  
OF BLOCK 13, AUSTIN'S COLONY SUBDIVISION.  
(N20°00'00"W A DISTANCE OF 104.40')

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY  
DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF.

BRIAN D. SCOTT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5280 - STATE OF TEXAS

REVIEWED BY:

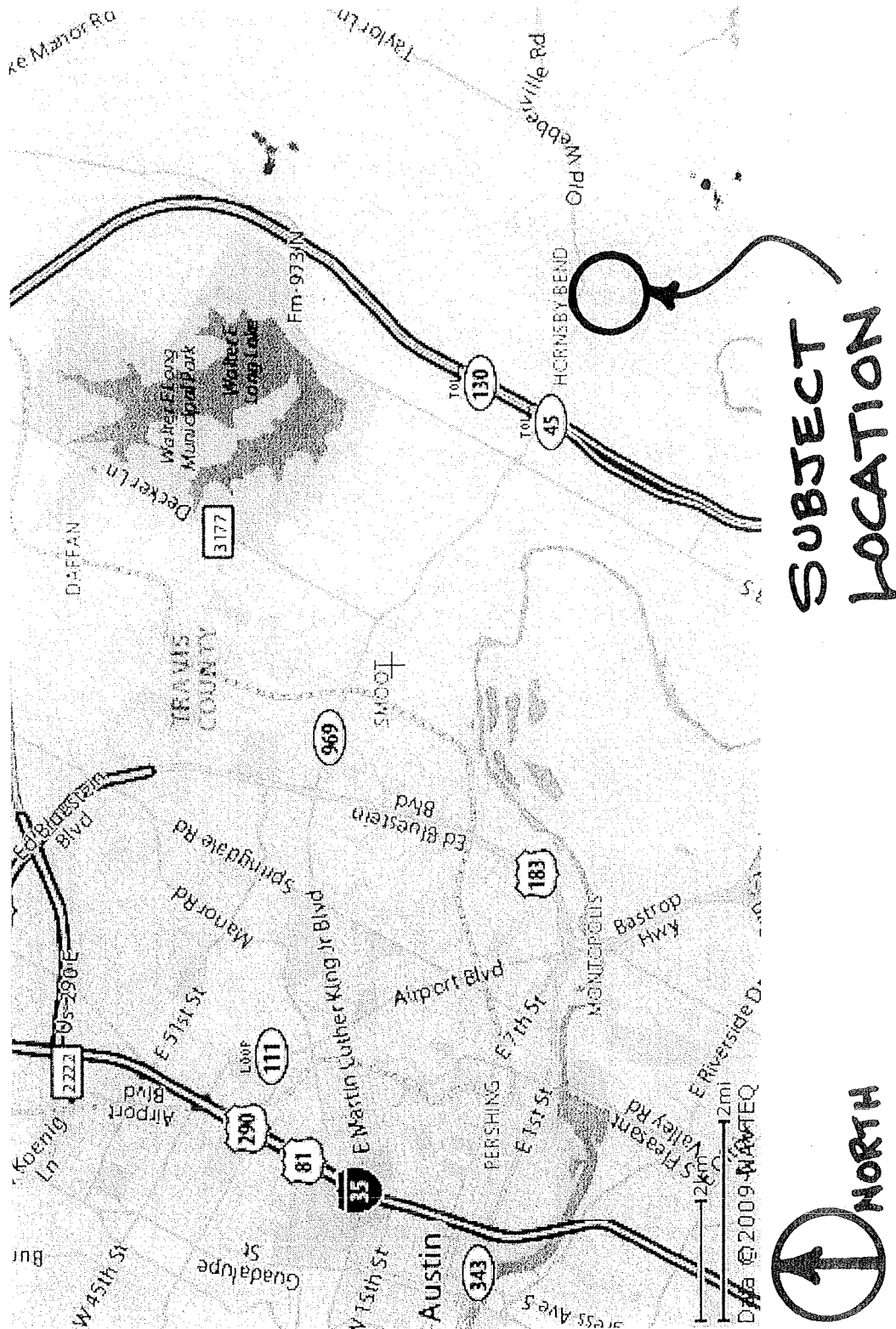
PROJECT: TRAVIS COUNTY ESD #4  
JOB NUMBER: 28167-08  
DATE: 11/04/2008  
SURVEYOR: B05  
PARTY CHIEF: J58  
FIELDBOOK: 8189  
FIELDNOTE: FN5028-REV1  
TECHNICIAN: MDL  
DRAWING: FN5028-REV1.DWG  
SCALE: 1"=80'



5508 WEST HIGHWAY 290  
BUILDING B AUSTIN TEXAS,  
78735 (512) 447-0575  
FAX: (512) 326-3029  
EMAIL: SAM@SAMINCAUS.COM

TRAVIS COUNTY, ESD #4  
SKETCH TO ACCOMPANY  
FIELD NOTE No. 5024  
PAGE 3 OF 3

# EXHIBIT "B"



CODE: 0101

**EXHIBIT "C"**  
**CERTIFIED MINUTES EXCERPT**

RECEIVED

DEC 03 2009

TNR

The Travis County Commissioners' Court convened on December 1, 2009. The following Item was considered:

31. CONSIDER AND TAKE APPROPRIATE ACTION ON THE POSSIBLE DISPOSITION OF 0.733 ACRES OF UNUSED, EXCESS RIGHT OF WAY ADJACENT TO THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4 FIRE STATION ON HUNTERS BEND ROAD, AS REQUESTED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4.  
(COMMISSIONER DAVIS) <sup>1 AND 2</sup> (1:43 PM) (1:46 PM) (5:22 PM)

**Clerk's Note:** Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

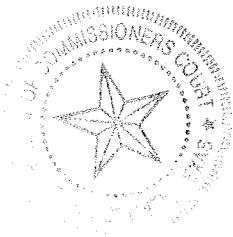
**Members of the Court heard from:** Florenzio Solis, Assistant Chief, Emergency Services District #4 (ESD #4); and John Hille, Assistant County Attorney.

Discussion only. No formal action taken.

**Clerk's Note:** The County Judge noted that law has specific requirements about how the County can transfer surplus property and gifts are excluded. The Court directed Staff to forward a copy of this information to ESD #4.

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 2<sup>nd</sup> day of December, 2009.



DANA DeBEAUVOIR  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court of  
Travis County, Texas

By: Gillian Porter  
Gillian Porter, Deputy



# Travis County Emergency Services District #4 Travis County Fire Control

11800 North Lamar Blvd., #4B  
Austin, Texas 78753

Office (512) 836-7566  
Fax (512) 832-8389

**EXHIBIT "D"**

January 27, 2010

County Commissioner Ron Davis  
P.O. Box 1748  
Austin, Texas 78767

Dear Commissioner Davis,

I am pleased to report that the ESD #4 Board of Commissioners today approved making an offer of \$16,000 (the full appraised value) on the Old Hunter's Bend Road right-of-way located behind ESD #4 fire station 1 at 14312 Hunter's Bend Road.

Acquiring this right-of-way will allow us to begin our long-planned enlargement of this crucial fire station. This project has the whole-hearted support of the Austin Colony Neighborhood Association.

Your prompt attention to this matter and placement on the Commissioners Court agenda is greatly appreciated. If you have any questions please let me know. Chief Smith or I will be happy to attend any meetings you might wish us to attend.

Sincerely,

Kevin MacDonnell

Dee Heap  
Printed Name  
2-1-10  
Date  
9:00  
Time

## Travis County Commissioners Court Agenda Request

Meeting Date: February 16, 2010

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

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON LETTER REQUESTING THAT TRAVIS COUNTY BE INCLUDED WITHIN THE SERVICE AREA OF FOREIGN TRADE ZONE NUMBER 183, SPONSORED BY THE FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

--	--

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB 11 PM 1:59

**FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC.**  
**c/o Joseph L. Vining, FAICP**  
**Round Rock Chamber of Commerce**  
**212 East Main Street**  
**Round Rock, Texas 78664**  
**512-255-5805 Phone**  
**512-225-3345 Fax**

June 11, 2009

The Honorable Samuel T. Biscoe  
County Judge  
Travis County  
PO Box 1748  
Austin, TX 78767

**Re: New Foreign Trade Zone Program**

Dear Judge Biscoe,

The Foreign Trade Zone of Central Texas, Inc. is a non-profit corporation established by the Cities and Chambers of Commerce in Georgetown, Round Rock, Austin, and San Marcos to administer the foreign trade zone serving the Central Texas region. We are writing to invite Travis County to participate in a new initiative just announced by the U.S. Department of Commerce which will make foreign trade zone designation easier and faster. The initiative, known as Alternative Site Management, will allow select established foreign trade zone grant holders, like the Foreign Trade Zone of Central Texas, expedited approval for new foreign trade zone projects within a pre-designated "service area." With your approval, we will request that Travis County be part of the designated service area for the Foreign Trade Zone of Central Texas, so that expedited approval procedures rules can be applicable to future projects which might arise in Travis County.

***Foreign Trade Zone Program***

A foreign trade zone is a location designated by the federal government and treated as outside of the Customs territory of the United States. Businesses which operate within the foreign trade zone may achieve customs treatment equivalent to operating outside the U.S., and in that way the foreign trade zones "level the playing field" for U.S. businesses competing with foreign operations. Additionally, inventory in a foreign trade zone which has been imported or will be exported is treated as in international commerce, and consequently is exempt from state or local property taxes by federal law. As a result, particularly in areas where there is no Freeport Exemption, foreign trade zones can sometimes be used as a targeted economic development incentive for some businesses.

Foreign trade zones are administered through "grantees" designated by the federal government. FTZCTI received its grant in 1990. Several Central Texas companies have used the foreign trade zone extensively, including Dell, Samsung, Westinghouse, Dresser, and Seiko Instruments. More companies in the area could likely benefit from the foreign trade zone, but the rules are complicated and the process cumbersome. As explained below, the new program will eliminate some of the complexity.

### ***Current Rules***

Under the current rules, obtaining foreign trade zone designations, is time consuming, and can be expensive. Our most recent effort, which obtained foreign trade zone designation for Samsung, took about 15 months. If a business in Travis County was interested in obtaining foreign trade zone designation today, it would likely have to wait more than a year for approval, and spend over \$50,000 in application preparation and associated fees.

### ***New Program***

With the Alternative Site Management designation, FTZCTI would be entitled to simplified procedures and expedited processing for any foreign trade zone request for a business within the designated service area. We expect that foreign trade zone status can be achieved in less than 90 days, and estimate total costs for the business to be less than \$10,000.

The new program does not change any of the required approvals. Each of the impacted local taxing jurisdictions (county, city, and school district) must concur with the designation of the foreign trade zone property. FTZCTI must approve the property, U.S. Customs must approve the property, and the federal Foreign Trade Zones Board must approve the property. The process to obtain the federal approvals, however, is substantially simplified.

The new program will work as follows:

1. The business seeking participation in the foreign trade zone program requests FTZCTI to provide foreign trade zone designation.
2. FTZCTI confirms that the local government authorities (county, city, and school district) support the request.
3. FTZCTI evaluates the foreign trade zone eligibility requirements, and if the requirements are met, requests U.S. Customs' approval of the designation.
4. FTZCTI submits a simplified application containing its assessment to the Foreign Trade Zones Board.
5. Foreign Trade Zones Board approval should be obtained within 30 days of the request.

### ***How to Participate***

FTZCTI must file an application with the Foreign Trade Zones Board to be approved to use the Alternative Site Management plan. We anticipate filing that application this summer, and therefore we would appreciate your response by July 10<sup>th</sup>. We will request that Travis County be part of the designated service area with your approval, which should be documented in a letter similar to the attached sample.

With Travis County in the approved designated service area, FTZCTI will be enabled to use the new expedited process for Travis County projects. There is no cost to Travis County, and we believe no downside. Each specific project will still require County

Re: New Foreign Trade Zone Program

April \_\_, 2009

Page 3 of 3

support before it proceeds; in fact, as noted above, all required approvals remain the same. The only difference is that with your concurrence to be included in the designated service area, the procedure to be followed by the federal government for approving foreign trade zones in Travis County will be substantially streamlined.

We believe this is a great opportunity for Travis County to add a timely and cost effective foreign trade zone alternative to your economic development portfolio, at no cost.

Please let us know if you have any questions or if we can provide any additional information. I can be reached at (512) 255-5805. We look forward to the opportunity to work with you on foreign trade zone projects in the future.

Sincerely,

Joseph L. Vining, FAICP  
c/o Foreign Trade Zone of Central Texas, Inc.  
Sr. Vice President – Economic Development  
Round Rock, Texas

Enclosure

cc: Bill Methenitis, Ernst & Young, LLP – Dallas, Texas



Mr. Joseph L. Vining, FAICP  
c/o Foreign Trade Zone of Central Texas, Inc.  
Sr. Vice President Economic Development  
Round Rock Economic Development Partnership  
212 East Main Street  
Round Rock, Texas 78664

**Re: Foreign Trade Zone of Central Texas, Inc. (FTZCTI)**

Dear Mr. Vining,

We are pleased to provide this letter requesting that Travis County be included within the Service Area of Foreign Trade Zone Number 183, sponsored by the Foreign Trade Zone of Central Texas, Inc. We understand this means that FTZCTI will be able to apply to the Foreign Trade Zones Board for authority to establish and serve Foreign Trade Zone (FTZ) sites located within our county based on business' trade-related needs. We also note that Foreign Trade Zone Number 183 will be made available on a uniform basis to companies within the Service Area in a manner consistent with the legal requirement that each FTZ be operated as a public utility.

This letter is not meant to express our support for any specific FTZ site. We understand that prior to submitting any application to the Foreign Trade Zones Board to establish a new FTZ site in Williamson County, FTZCTI will, consistent with current policy, request the views of the County and other taxing jurisdictions which may be impacted by the FTZ exemption of inventory from local ad valorem tax. We will provide our views on any specific proposal at that time.

Sincerely,

# 29 ✓**Travis County Commissioners Court Agenda Request**Voting Session 02/16/2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by:
- COUNTY ATTORNEY (Tim Labadie)
- Phone:
- 854-5864

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

- B. Requested Text:

**RECEIVE BRIEFING FROM AND GIVE DIRECTION TO  
COUNTY ATTORNEY IN THE MATTER OF TRAVIS COUNTY V.  
FLINT HILLS RESOURCES, L.P. AND KOCH PIPELINE CO., L.P.  
AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION  
ALSO, PURSUANT TO TEX. GOV'T CODE §551.071(1)(A).**

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

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

- III. Required Authorizations: Please check if applicable:

- A. Planning and Budget Office (854-9106)

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

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

- D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGES OFFICE  
10 FEB -8 PM 2:11

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

**Travis County Commissioners Court Agenda Request**Voting Session 16 February 2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by:
- COUNTY ATTORNEY (Tim Labadie)
- Phone:
- 854-5864

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

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Eric Bradley, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. Planning and Budget Office (854-9106)

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

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

- D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB - 6 PM 2:

**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.

# 31**Travis County Commissioners Court Agenda Request**Voting Session 16 February 2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by:
- COUNTY ATTORNEY (Tim Labadie)
- Phone:
- 854-5864

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

- B. Requested Text:

Consider and take appropriate action concerning Brian Bernard's fulfillment of the terms of a Settlement Agreement and the County's execution of a release of lien, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

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

- D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB - 8 PM 2:12

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

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

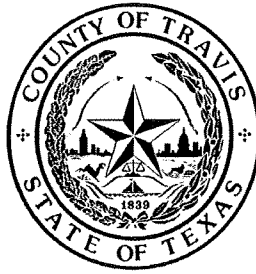
STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup> ST., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
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(512) 854-9513  
FAX: (512) 854-4808



**ENFORCEMENT DIVISION**

KEVIN W. MORSE, DIRECTOR

SHARON TALLEY

GARY D. MARTIN

TIM LABADIE

NEIL KUCERA

ANNALYNN COX

February 8, 2010

RE: Information concerning agenda request to execute a release of lien in favor of Brian Bernard

In September 2007, after many, many months of hard-fought litigation concerning the forfeiture of surety bonds made by Brian Bernard, an Austin attorney, and his wife, Tanisa Jeffers, also an attorney, Mr. Bernard and Ms. Jeffers agreed to cease all litigation battles and settle their liability in 34 bond forfeiture suits for \$34,792.00. Mr. Bernard claimed that they could not pay this amount in a single payment, but could make an initial payment of \$5,005.00 and then pay about \$1,000.00 a month over the next two and one-half years. Before we would agree to such a payment schedule, we required that Mr. Bernard (along with Ms. Jeffers and Mr. Bernard's mother) execute a Deed of Trust in favor of Travis County, giving the County an interest in his office located at 1203 Baylor Street. This was done and the settlement agreement was executed.

Mr. Bernard's final payment was scheduled for March 15, 2010. However, he made his final payment on January 19, 2010. Thus, the \$34,792.00 has been paid in full and the County should release its lien on Mr. Bernard's office.

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COUNTY JUDGE'S OFFICE  
10 FEB -8 PM 2:12

32 #

**Travis County Commissioners Court Agenda Request**Voting Session 02/16/10  
(Date)Working Session 02/16/10  
(Date)I. A. Request made by: COUNTY ATTORNEY CEB  Phone # 854-9513

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

B. Requested Text:

**RECEIVE BRIEFING FROM COUNTY ATTORNEY AND AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER AND/OR TAKE APPROPRIATE ACTION IN CLAUDIA SCOTT-DAVIS V. TRAVIS COUNTY, (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).**C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

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

Dan Mansour, Risk Management, 854-9499

III. Required Authorizations: Please check if applicable:

**Planning and Budget Office (854-9106)**\_\_\_\_\_  
Additional funding for any department or for any purpose  
\_\_\_\_\_  
Transfer of existing funds within or between any line item budget  
\_\_\_\_\_  
Grant**Human Resources Department (854-9165)**\_\_\_\_\_  
A change in your department's personnel (reclassifications, etc.)**Purchasing Office**\_\_\_\_\_  
Bid, Purchase Contract, Request for Proposal, Procurement**County Attorney's Office (854-9415)**\_\_\_\_\_  
Contract, Agreement, Policy & Procedure**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.RECEIVED  
COUNTY JUDGES OFFICE  
10 FEB -8 AM 11:29

33

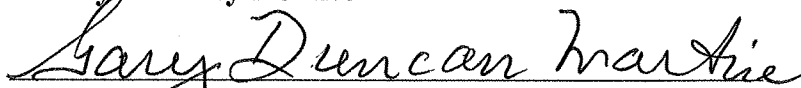
## Travis County Commissioners Court Agenda Request

Voting Session: 02/16/2010

Working Session: 02/16/2010

A. **Request made by:**

County Attorney's Office

  
Gary Duncan Martin  
Assistant County Attorney

B. **Requested Text:**

Receive briefing from the County Attorney regarding the pending case of Strickland, et al. vs. Travis County and the City of Austin and take any necessary action. (Requested by the county attorney)

Executive session pursuant to:

TEX. GOV'T. CODE ANN SECTION 551.071; CONSULTATION WITH ATTORNEY.

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)      None
- 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:
  - Joe Gieselman: 854-9434      Executive Manager, Transportation and Natural Resources
  - Anna Bowlin: 854-7561      Transportation and Natural Resources
  - Stacey Scheffel: 854-7565      Transportation and Natural Resources
  - David Escamilla: 854-9416      Travis County Attorney
  - Kevin Morse: 854-9636      Ass't CA, Director, Enforcement Division
  - Gary Duncan Martin: 854-9510      Ass't CA, Enforcement, Land Use/Eminent Domain

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COUNTY JUDGE'S OFFICE  
FEB - 16  
AM 11:46

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

## Travis County Commissioners Court Agenda Request

Meeting Date: February 16, 2010

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

B. Specific Agenda Language:

**CONSIDER AND TAKE APPROPRIATE ACTION ON CLAIM FROM KENNETH LEWIS FOR WRONGFUL ARREST AND PROSECUTION. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)**

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

John Hille, Asst. Co. Attorney	X49642
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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

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 FEB - 9 PM 1555



## TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: February 16, 2010

*Roger A. El Khoury*

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone #: 854-4579  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on License Agreement for Manchaca Community Center. (Exec Session Gov't Code Ann 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:

John Hille, Assistant County Attorney (49415)  
Barbara Wilson, Assistant County Attorney (49567)  
Tim Labadie, Assistant County Attorney (49415)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

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COUNTY JUDGE'S OFFICE  
10 FEB -9 PM 5:37

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, February 16, 2010  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of February 2, 2010**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

## MINUTES OF MEETING FEBRUARY 2, 2010

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 2<sup>nd</sup> day of February 2010, the Commissioners' Court convened the Voting Session at 9:13 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 11:27 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:08 PM and adjourned at 1:09 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:09 PM and adjourned at 1:09 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:09 PM and adjourned at 1:10 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:10 PM and adjourned at 1:10 PM.

The Commissioners Court reconvened the Voting Session at 1:10 PM.

The Commissioners Court retired to Executive Session at 1:10 PM.

The Commissioners Court reconvened the Voting Session at 2:09 PM.

The Commissioners Court adjourned the Voting Session at 2:10 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

2. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 147 SQUARE FOOT PORTION OF TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 4 AND 5, BLOCK A, RIVER RIDGE SUBDIVISION. (COMMISSIONER HUBER) (ACTION ITEM #10) (9:17 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 10 for a summary of the action item.

**Motion by Commissioner Huber and seconded by Commissioner Davis** to open the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, TNR.

**Motion by Commissioner Huber and seconded by Commissioner Gómez** to close the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## CITIZENS COMMUNICATION

**Members of the Court heard from:** Maurice Priest, Travis County Resident; Jessie Andrews, Travis County Resident; Brian Hunt, Travis County Resident; Gus Peña, Travis County Resident; Ms. Philip A. Dick, Travis County Resident; Reverend Gerald Huston, Jr., Street Minister; Kenneth Koym, Director, DialogueMakers.Org; Paul Aviña, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:18 AM)

**CONSENT ITEMS**

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, TNR

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C7 and Items 7, 8, 9, 10, 11, 13, 14, 15.A-D, 18, 19.A&B, 20, 21, 22, and 24. (9:51 AM)

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF DECEMBER 2009.
- C4. APPROVE MINUTES FOR VOTING SESSION OF JANUARY 19, 2010.
- C5. APPROVE REAPPOINTMENT OF CLEO SCHNEIDER, PAUL SMITH AND JOHN CRADDOCK TO THE EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS, EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011. (COMMISSIONER HUBER)
- C6. RECEIVE FISCAL YEAR 2008 AUDIT REPORTS FOR EMERGENCY SERVICES DISTRICT NOS. 2, 8, 9 AND 12, AS REQUIRED BY TEXAS HEALTH AND SAFETY CODE CHAPTER 775.082.
- C7. APPROVE SETTING A PUBLIC HEARING ON FEBRUARY 23, 2010 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 2.038 ACRE PORTION OF A 14.60 ACRE DRAINAGE EASEMENT AS RECORDED IN DOCUMENT NO. 2006006334 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (COMMISSIONER ECKHARDT)

## RESOLUTIONS AND PROCLAMATIONS

3. A. APPROVE PROCLAMATION DESIGNATING THE MONTH OF FEBRUARY 2010 AS "NATIONAL TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH" IN TRAVIS COUNTY; AND
- B. RECOGNIZE THE TWO WINNING PUBLIC SERVICE ANNOUNCEMENTS CREATED BY LOCAL TEENS FROM THE RECENT AUSTIN FILM FESTIVAL AND TRAVIS COUNTY SHERIFF'S OFFICE COMPETITION. (JUDGE BISCOE) (9:53 AM)

**Members of the Court heard from:** Nicole Durand, Community Liaison, Travis County Sheriff's Office (TCSO); and Kelly Page, Community Services Director, TCSO.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve the Proclamation in Items 3.A&B.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** By approving Items 3.A&B the Court recognized the two winning Public Service Announcements.

4. APPROVE RESOLUTION FROM THE SUSTAINABLE FOOD POLICY BOARD DECLARING COMMISSIONERS COURT SUPPORT FOR COMMUNITY GARDENS. (COMMISSIONER ECKHARDT) (10:01 AM)

**Members of the Court heard from:** Marla Camp, Chair, Sustainable Food Policy Board; and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

**Motion by Commissioner Eckhardt and seconded by Commissioner Gómez** to approve the Resolution in Item 4.

**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

5. APPROVE RESOLUTION FROM THE SUSTAINABLE FOOD POLICY BOARD DECLARING COMMISSIONERS COURT SUPPORT FOR RESPONSIBLE AGRICULTURE/FARMS. (COMMISSIONER ECKHARDT) (10:07 AM)

**Members of the Court heard from:** Marla Camp, Chair, Sustainable Food Policy Board.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to approve the Resolution in Item 5.

**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

6. APPROVE RESOLUTION SUPPORTING IMMIGRATION REFORM. (COMMISSIONER GÓMEZ) (10:11 AM)

**Members of the Court heard from:** Caroline Keating-Guerra, Coordinator, Immigrant Rights Coalition.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve the Resolution in Item 6.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

## JUSTICE AND PUBLIC SAFETY ITEMS

7. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR PAYMENT OF TRAVEL COSTS FROM THE FEDERAL SAFE HAVENS GRANT FOR A SAFE PLACE EMPLOYEE TO ATTEND SAFE HAVENS TRAINING. (9:51 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.



## PURCHASING OFFICE ITEMS

8. RATIFY RENEWAL OF CONTRACT NO. PS100037RE, WORKSOURCE- GREATER AUSTIN AREA WORKFORCE DEVELOPMENT BOARD FOR FISCAL YEAR 2010 CHILD CARE LOCAL MATCH TRANSFER AGREEMENT, WHICH CONTRACT NUMBER (PS090030RE) WAS INCORRECTLY CITED ON THE OCTOBER 20, 2009 COMMISSIONERS COURT AGENDA, ITEM NO. 21. (9:51 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.

## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

9. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 28 AND 29, BLOCK L, APACHE SHORES, SECTION FIVE SUBDIVISION. (COMMISSIONER HUBER) (9:51 AM)

**Clerk's Note:** Item 9 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 147 SQUARE FOOT PORTION OF TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 4 AND 5, BLOCK A, RIVER RIDGE SUBDIVISION. (COMMISSIONER HUBER) (9:51 AM)

**Clerk's Note:** Item 10 is the action item for the public hearing on Agenda Item 2.

**Clerk's Note:** Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT FOUR: MCANGUS ROAD SUBDIVISION FINAL PLAT (8 TOTAL LOTS). (COMMISSIONER GÓMEZ) (9:51 AM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON THE CALL DOWN OF A LETTER OF CREDIT FROM FIRST NATIONAL BANK FOR FISCAL POSTING FOR THE BLUFFS AT LAKE TRAVIS SUBDIVISION. (COMMISSIONER HUBER) (9:13 AM)

Item 12 pulled from the Agenda.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON THE USE OF AN ALTERNATIVE FISCAL AGREEMENT FOR HAZY HILLS OFFICE PARK SUBDIVISION. (COMMISSIONER HUBER) (9:51 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS IN PALOMINO RANCH SUBDIVISION. (COMMISSIONER HUBER) (9:51 AM)

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:**  
(9:51 AM)

- A. **ADVANCED FUNDING AGREEMENT FOR VOLUNTARY TRANSPORTATION IMPROVEMENT PROJECTS WITH THE STATE OF TEXAS AND TRAVIS COUNTY FOR THE PERMANENT TRAFFIC IMPROVEMENTS (INCLUDING SHOULDERS AND A TURN LANE) ON FM 969 AT GILBERT ROAD;**
- B. **INDEMNIFICATION AGREEMENT WITH KNWL DEVELOPMENT LP TO FUND THE PERMANENT TRAFFIC IMPROVEMENTS ON FM 969 AT GILBERT ROAD;**
- C. **ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR GILBERT ROAD FROM FM 969 NORTH 2,778 LINEAR; AND**
- D. **A PLAT FOR RECORDING IN PRECINCT ONE: GILBERT LANE, PHASE ONE FINAL PLAT (61 TOTAL LOTS). (COMMISSIONER DAVIS)**

**Clerk's Note:** Items 15.A-D approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### **HEALTH AND HUMAN SERVICES DEPT. ITEMS**

16. **REVISED LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO BECOME A FINANCIAL PARTNER TOWARD A FEASIBILITY STUDY TO REPLICATE A PITTSBURGH, PENNSYLVANIA HUMAN SERVICES PROGRAM IN AUSTIN-TRAVIS COUNTY. (11:01 AM)**

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS; and Mary Etta Gerhardt, Assistant County Attorney.

Discussion only. No formal action taken.

Item 16 to be reposted February 9, 2010.

## PLANNING AND BUDGET DEPT. ITEMS

17. RECEIVE UPDATE FROM BROADDUS AND ASSOCIATES CONCERNING THE PHASE 1 CENTRAL CAMPUS NEEDS ASSESSMENT AND MASTER PLAN STUDY AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (10:14 AM)

- A. STAFFING PROJECTIONS;
- B. ADJACENCY MATRIX; AND
- C. SPACE ALLOCATION NEEDS.

**Clerk's Note:** Items 17.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Christian Smith, Special Assistant to the Commissioners Court; Steven Coulston, Vice President, Planning, Broaddus and Associates; Susan Spataro, Travis County Auditor; Leslie Stricklan, Project Manager, Facilities Management; Ronnie Gjemre, Travis County Resident; and Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO).

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve the report, and give the Judges until April 1, 2010, so if they have specific changes they would like to make, let us know what they are. If that is not enough time and they think they need another 30 days or so, let us know that, and we'll figure that in, but as a general rule, design decisions will be made in the future.

<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 County Judge noted, as a clarification for Travis County Residents, that the numbers will continue to change as we move through the planning and designing process and the Master Plan will be continually updated.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:51 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. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:51 AM)
- A. ANNUAL GRANT CONTRACT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR THE EXISTING RETIRED SENIOR VOLUNTEER PROGRAM IN HEALTH AND HUMAN SERVICES. GRANT PARTIALLY FUNDS A PORTION OF PROGRAM STAFF AND OPERATING EXPENSES; AND
- B. ANNUAL GRANT CONTRACT FOR THE FORMULA GRANT – INDIGENT DEFENSE GRANTS PROGRAM FUNDED BY THE TASK FORCE ON INDIGENT DEFENSE FOR CONTINUED STATE SUPPORT OF TRAVIS COUNTY'S INDIGENT DEFENSE PROGRAM.

**Clerk's Note:** Items 19.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### **ADMINISTRATIVE OPERATIONS ITEMS**

20. 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 \$984,912.81 FOR THE PERIOD OF JANUARY 15 TO 21, 2010. (9:51 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:51 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.

## OTHER ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO DECOMMISSION BUILDINGS NOS. 155 (10), 210 (CCA), 240 (CCC), 300 (CCD), 320 (CCF), AND 330 (CCG) AT THE TRAVIS COUNTY CORRECTIONAL COMPLEX FOR REPURPOSING. (9:51 AM)

**Clerk's Note:** Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE DOWNTOWN ALLIANCE FOR COUNTY PARTICIPATION IN STUDY OF THE FEASIBILITY OF A DOWNTOWN AUSTIN TRANSPORTATION MANAGEMENT ASSOCIATION. (COMMISSIONER ECKHARDT) (11:23 AM)

**Members of the Court heard from:** Thomas Butler, Transportation Program Director, Downtown Austin Alliance (DAA).

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to approve the \$6,000.00 to the DAA feasibility study for a Transportation Management Association. Funding would be from Allocated Reserve.

<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

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT THE TRAVIS COUNTY 2010 SECURITY COMMITTEE MEMBERS. (JUDGE BISCOE) (9:51 AM)

**Clerk's Note:** Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

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.

25. 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> (1:10 PM) (2:09 PM)

**Clerk's Note:** Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Commissioner Huber and seconded by Commissioner Gómez** that we accept the counter-offer on the sale of the property of \$5,113,062.50.

<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

26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE  
POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD.  
<sup>1 AND 2</sup> (1:10 PM) (2:09 PM)

**Clerk's Note:** Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we approve the purchase and sale agreement that is proposed, and the separate lease agreement with the specific terms outlined for us by Legal.

**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

27. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST  
FROM THE CITY OF AUSTIN TO EXTEND THE PURCHASE AND SALE  
AGREEMENT BY 60 DAYS FOR THE SALE OF COUNTY OWNED LAND OFF  
FM 969 IN EAST AUSTIN. <sup>1 AND 2</sup> (1:10 PM) (2:10 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.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we approve the request and extend the purchase and sale agreement to April 12, 2010.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



**ADDED ITEM**

- A1. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. PS070316LC, BURTON GROUP, INC., FOR ADDITIONAL CONSULTING SERVICES PERTAINING TO BEFIT. (10:58 AM)

**Members of the Court heard from:** Cyd Grimes, Travis County Purchasing Agent; and Mike Wichern, Chief Assistant County Auditor, Travis County Auditor's Office.

**Motion by Judge Biscoe 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

**ADJOURNMENT**

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to adjourn the Voting Session. (2:10 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**

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

2

Voting Session Tuesday, February 16, 2010  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County  
Road District No. 3 Minutes for the:  
  
Voting Session of February 2, 2010**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

## MINUTES OF MEETING – FEBRUARY 2, 2010

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 2<sup>nd</sup> day of February 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:08 PM 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 Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:09 PM.

1. AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.  
(1:08 PM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to approve the investments in Item 1.

**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

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSION OF JANUARY 19, 2010. (1:08 PM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to approve Item 2.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes


**Samuel T. Biscoe, Travis County Judge**

**Board of Directors**  
**Travis County Bee Cave Road District No. 1 Agenda Request**

2

Voting Session Tuesday, February 16, 2010  
(Date)

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

- I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office
- B. Requested Text: **Approve the Travis County Bee Cave Road District  
No. 1 Minutes for the Voting Session of  
February 2, 2010.**  

- C. Approved By: \_\_\_\_\_  
Dana DeBeauvoir, Travis County Clerk
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

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

## MINUTES OF MEETING – FEBRUARY 2, 2010

### TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 2<sup>nd</sup> day of February 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:09 PM 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 Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 3:46 PM.

1. AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.  
(1:09 PM)

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to approve the investments in Item 1.

**Motion carried:**

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

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSION OF JANUARY 19, 2010. (1:09 PM)

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to approve Item 2.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## Samuel T. Biscoe, Travis County Judge