

Travis County Commissioners Court Agenda Request

Meeting Date: August 31, 2010

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

B. Specific Agenda Language:

Approve Proclamation recognizing Patty Tune on her retirement from the Texas Workforce Commission.

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

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COUNTY JUDGES' OFFICE
10 AUG 25 AM 10:55

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, Patty Tune started her career with the Texas Employment Commission in 1975, beginning by assisting Texans with job placement and unemployment claims, rising through the agency's ranks receiving numerous promotions and eventually accepting the position of Administrative Law Judge;

WHEREAS, Patty accepted the vote of confidence by the agency's Commissioners and performed her duties with the utmost diligence, compassion and concern, always believing her public service for the citizens of Texas was not just any regular job, but something given in trust from the People of Texas;

WHEREAS, as one of the first state employees to be allowed to work from home, Patty received aid, love and devotion from her two service dogs, Rio and Matty, while she held judicial hearings by teleconference; and

WHEREAS, this well-deserved retirement from the Texas Workforce Commission after 22 years of exemplary and dedicated service will allow Patty time for the pursuit of leisure with her husband Sam Tune, family, and friends, for she lives her life by following the wisdom of Sam Houston, who counseled, "Do right, and risk the consequences."

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY RECOGNIZE PATTY TUNE FOR HER YEARS OF DEDICATED SERVICE TO TRAVIS COUNTY AND TEXAS RESIDENTS AND EXTEND BEST WISHES TO HER IN ALL FUTURE ENDEAVORS.

IN WITNESS, WHEREOF, WE HAVE HEREUNTO SET OUR HANDS ON THIS 31ST DAY OF AUGUST, 2010.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Precinct 1

SARAH ECKHARDT
Commissioner, Precinct 2

KAREN L. HUBER
Commissioner, Precinct 3

MARGARET J. GÓMEZ
Commissioner, Precinct 4

3 & 18 ✓

Travis County Commissioners Court Agenda Request

Voting Session 8/31/2010
(Date)

Work Session _____

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text: Receive Comments Regarding Variance Requests under Chapter 62 and Chapter 64 of the Travis County Code by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site.
- C. Approved by: _____
Samuel T. Biscoe, County Judge

- 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:

- 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. Send a copy of the Agenda Request and backup to the following:

Stacey Scheffel, Floodplain Administer
 Jon White, NREQ Director, TNR
 Anna Bowlin, Dir. Development Services
 Tom Nuckols, Co. Attorney's Office
 Tom Weber, Env. Quality Program Mgr

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 COUNTY JUDGE'S OFFICE
 10 AUG -6 PM 4:31

- III. Required Authorizations: Please check if applicable:
 - Reduced funding for any department or for any purpose
 - Transfer of existing funds within or between any line item budget
 - Grant
 - Human Resources Department (854-9165)
 - A change in your department's personnel (reclassifications, etc.)
 - Purchasing Office (854-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (854-9415)
 - Contract, Agreement, Policy & Procedure

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



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

August 31, 2010

MEMORANDUM

TO: Members of the Commissioner's Court

FROM: Joseph P. Gieselman, Executive Manager, TNK

SUBJECT: Synagro of Texas – CDR, Inc., Application No. 10-0118

Proposed Motion: Receive Comments Regarding Variance Requests under Chapter 62 and Chapter 64 of the Travis County Code by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site.

Summary and Staff Recommendations: Synagro of Texas – CDR, Inc seeks to land apply sewage sludge, a byproduct from municipal wastewater treatment, onto agricultural pastureland in Precinct 4, south of Richards Drive near the community of Garfield. The properties proposed for land application total approximately 435 acres and are owned by local property owners who are providing Synagro access and permission to apply the sludge. Synagro requests variances to land apply sewage sludge closer than the setback from individual residences and to land apply within the floodplain, but at least 200 feet from all surface waters. Synagro does not propose to construct any structure on the site.

Sewage sludge will be generated from typical municipal wastewater treatment processes and Synagro expects the source to be from City of Austin facilities, although the source facilities could vary with market forces and demand. Sludge is a semi-solid that is typically sprayed and applied to the land as a soil amendment and substitute for inorganic fertilizer or manure from a trailer-mounted rig behind a farm truck or tractor. Synagro must obtain TCEQ permits to land apply sewage sludge pursuant to Texas Health and Safety Code Chapter 361 which would establish limitations on toxic metal and nitrogen content, to prevent excessive buildup in soil. The treatment process for the source(s) of sewage sludge must be certified as adequate or the sludge tested to verify that pathogen levels have been reduced.

The TCEQ regulations that are applicable to this proposal for land application specify environmental setbacks from drinking water wells and off-site establishments and residences. Several setbacks and best management practices are required for surface and groundwater protection. TCEQ requires an individual residence to be at least 750 feet from an application area

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but allows a property owner affidavit to shorten that distance. TCEQ prohibits sludge application any closer than 200 feet from surface water, prohibits application in a designated FEMA floodway, and prohibits land application to flooded fields, water-saturated soils, on slopes > 8%, and sludge application must not result in runoff.

Travis County Code identifies solid waste facility setback requirements. Beneficial land application is designated in the Code as a “major facility”. Synagro seeks variances from the distance requirement of 1500 feet from an individual residence (Sec. 62.004) and the setback requirement for land application to be no closer than 500 feet outside the 100-year floodplain boundary (Sec. 64.222).

Attachment 1 provides justifications for these variances and Attachment 2 includes site maps showing the areas of interest. TNR staff recommends Commissioners’ Court approval on variance requests by Synagro along with the following condition:

“Issuance of this permit is based solely on permittee's compliance with the limited provisions of Chapter 82, Chapter 64, and Chapter 62, Travis County Code. It does not directly or indirectly constitute Travis County’s acquiescence with the permittee's land use nor a finding or determination (1) that the permittee's land use is compatible with surrounding land uses, (2) that the site is otherwise suitable for the permittee's land use, or (3) that the permittee has adequately mitigated or can adequately mitigate all impacts that its land use may have on adjacent properties or the community.”

Background: A variance from a setback from an individual residence (facility must be 1500 feet from an individual residence per Sec. 62.004) must be consistent with Chapter 62 of the Travis County Code. In accordance with Sec. 62.007(d), Travis County shall issue a variance order authorizing, and specially designating as an appropriate land use, the processing and disposal of solid waste in the area if certain requirements are met: (1) it is impractical to meet the siting criteria established; (2) there are adequate assurances from the operator that the activity will protect health, safety, and welfare on persons, property, and natural resources, and (3) the facility will provide an overall public benefit in light of solid waste management needs of the CAPCOG region.

A variance from a setback from a floodplain (facility must be 500 feet outside the boundary of the 100-year floodplain per Sec. 64.222) must be consistent with Chapter 64 of the Travis County Code. In accordance with Sec. 64.223(c), Travis County may issue a variance when (1) the facility meets all other regulations of this chapter; (2) no alternative site is available to the applicant; (3) due to special conditions, the requirement of Sec. 64.222 would result in an unusual hardship on the applicant; and (4) all necessary measures will be imposed upon and necessary measures taken by the applicant to protect public health and safety.

In accordance with Sec. 62.007(b)(5), TNR verified that Synagro posted signs prominently in two locations adjacent to the proposed site. Written notices of the variance requests were mailed to property owners within 1500 feet of the proposed site, and to homeowner associations known in the area. The signs and letter specified the opportunity to provide comments within a 30-day

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period of time. In response, TNR received several telephone calls of inquiry, 27 letters of protest, and a neighborhood petition signed by 58 households also protesting the variance. The locations of the commenters are shown on a map in Attachment 2.

Issues and Opportunities: None identified

Budgetary and Fiscal Impacts: None identified

cc: Jon A. White, NREQ Division Dir.
Thomas Weber, Environmental Quality Program Mgr.
Anna Bowlin, Dir., Development Services
Stacey Scheffel, Floodplain Administrator
County Attorney's Office

ATTACHMENT 1

Variance Justification Prepared by TNR

Variance from Individual Residence Setbacks

A variance from a setback from an individual residence (facility must be 1500 feet from an individual residence per Sec. 62.004):

Synagro proposes to adhere to the TCEQ setback of 750 feet from all individual residences with the following exceptions:

- Five landowners on Richards Drive, including three who own property where land application would occur, have provided affidavits indicating approval of land application without the 750 feet setback.
- Following public notice and the receipt of significant opposition, Synagro withdrew its variance to land apply closer than 1500 feet from residences near the southeast corner of the proposed land application site (residences on Navarro Creek Road). With this adjustment, sewage sludge would be land applied no closer than 1500 feet from the closest individual residence on Navarro Creek Road (5100 block).

TNR's analysis concludes that granting of the variance from Sec. 62.004 leaves eight individual residences within the 1500 feet setback, five residences of which have landowners who filed affidavits accepting land application. Of the remaining three, one person (Ms. Amy Colwell) has written TNR in protest of the application citing concerns with air quality, negative past experience with similar operations, and impacts on nearby Dry Creek.

TNR recommends that the Commissioners' Court approve of the individual residence distance variances under Sec. 62.007(b), based on the following findings:

1. Suitable sites that avoid variances are scarce. Synagro stated it "has gone to great expense to permit sites closer to Austin" for the cost benefit to the city of reduced transport costs compared to more outlying sites. The applicant agreed to substantial reduction in area rather than searching for a new site and withdrew the variance request on the southeast corner of the site (closest to many residents on Navarro Creek Road).

It may be impractical to abandon this proposal and search for another Travis County property that met the setback distance. However, TNR has no evidence on which to base this determination. TNR does note that five of the eight affected property owners have explicitly indicated willingness for land application closer to their residences and two affected landowners did not reply to written notice of the variance nor raised a concern when in attendance at the public meeting (see item 5). The eighth landowner has protested the variance request and the residence is slightly within 1500 feet of the area where land application is proposed.

2. TNR believes the protectiveness of the TCEQ requirements, the sludge quality standards established by the USEPA, along with remaining County-required setbacks, assures Travis County that land application by the applicant will reasonably protect the public

health, safety, and welfare of nearby residents and property owners. Nonetheless, it is possible that odors associated with land application will be noticeable at time, especially immediately following land application.

3. Synagro indicates that the site will receive Class B sewage sludge from City of Austin (COA) wastewater treatment facilities, thereby contributing to meeting the solid waste management needs of the Capitol Area Planning Council region. It is not guaranteed that all future sewage sludge would originate from COA. The beneficial use of sewage sludge is a method to use waste to support the agronomic needs of a cover crop in a pasture, thereby saving the landowner from the utilization of manufactured inorganic fertilizer or animal manure. Typically, if sewage sludge is not land applied or sold as a component of compost, it is received at a municipal solid waste landfill for disposal at a higher cost to the sludge generator and using significant capacity of the landfill.
4. Synagro has Texas compliance records for sewage sludge processing and beneficial use sites in Colorado and Waller counties. Synagro submitted copies of two notices of violation (NOV) issued by the TCEQ alleging certain violations relating to sludge operations. Synagro also provided copies of the corrective actions taken. One NOV related to inadequate documentation that a certain generator was authorized to dispose of sludge at the Synagro site. This was resolved. Another NOV related to a person who had complained of an odor; however, Synagro contested the NOV believing the odor was from a source other than Synagro.

TNR reviewed the latest compliance history rating for individual sites, individual authorizations at each site, and the overall rating. Under TCEQ protocol, the compliance history for inspected sites was “average” in all cases. For sites not inspected by TCEQ, the ratings were “average by default”.

5. Synagro sufficiently documented the posting of signs at two prominent locations on May 20, 2010. TNR reviewed the initial landowner mailing list certified as complete by Synagro, then required additional written notices based upon estimation of the 1500 feet distance to individual residences. TNR also required the addition of certain homeowners associations in the area. Synagro then mailed notice in accordance with instructions provided by Travis County on May 19, 2010. The public was afforded the opportunity to comment for a 30 day period.

Pursuant to Sec. 62.007(c), a second mailing occurred on August 5, 2010, to over 90 addresses to notify interested persons of the recommendation of the TNR Executive Manager to grant the variances. The mailed notice went to each person who responded to the first notice, to interested parties identified through the TCEQ permitting process, and to each property owner of record (in TCAD) within 1500 feet of the properties that are proposed for land application. The notice provided an opportunity for written comments to the Commissioners’ Court within 30 days (September 4, 2010).

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Synagro has indicated that written notice was provided to all adjacent landowners and landowners within ¼ mile of the site, pursuant to TCEQ permitting requirements. TCEQ hosted a public meeting in Del Valle to obtain citizen input on October 1, 2009, at the request of a state representative.

Variance from Floodplain Setbacks

A variance from a setback from a floodplain (facility must be 500 feet outside the boundary of the 100-year floodplain per Sec. 64.222).

Synagro proposed to adhere to the TCEQ setback of 200 feet from all surface waters on or adjacent to the site. Synagro is also prohibited by TCEQ from applying sludge in a FEMA-designated floodway. After inspection of the properties and the surface waters, TNR concludes that the TCEQ setback of 200 feet offers sufficient water quality protection to prevent significant degradation of water quality in ephemeral streams that course the northern parcels of the site. Under this recommendation, approval of the variance would allow a portion of the 100-year floodplain to be used for land application. These are headwater tributaries of Dry Creek with no riparian zones, ill-defined beds and banks, and limited aquatic resources. Slopes adjacent to these streams are very slight in grade. It appears that cultivated agricultural pasture and crops have historically been planted and harvested nearly to the banks of these tributaries.

The southern parcel of the site is generally bounded by Dry Creek on the south and an un-named tributary of Dry Creek on the north. In contrast to the tributaries on the northern parcels, these two streams have wide riparian zones, there was flowing water on the date of inspection. Dry Creek was recently assessed by the TCEQ and designated to have an “exceptional” aquatic life use where outstanding integrity of the aquatic biota exists. Slopes on the southern parcel of the land application site appear to be less than 8% throughout.

Due to the significance and quality of aquatic resources of Dry Creek and the un-named tributary (along the north side of the southern parcel), TNR recommends the variance request by Synagro not be completely allowed and instead, the setback should be set at 300 feet from Dry Creek and the un-named tributary. Under this recommendation, approval of the variance would allow a portion of the 100-year floodplain to be used for land application. As an additional rationale, a setback of 300 feet is consistent with other requirements for development in Travis County that require a 300 foot setback from a water course draining more than 640 acres (such as Dry Creek).

TNR recommends that the Commissioners’ Court approve of the floodplain distance variance by finding, under Sec. 64.223(c), that:

1. Synagro will be required to meet all other applicable regulations of Travis County Code, including Chapter 64 requirements.
2. As maps in Attachment 2 show, much of the land proposed for sludge application is either in the floodplain or the 500 foot fringe zone outside of the 100-year floodplain

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boundary. TCEQ and Travis County setback requirements sharply limit the availability of usable sites in Travis County. For instance, a lack of deep soils, less rainfall, and the prominence of steep slopes limit agriculture west of the Balcones Fault. East of the fault, it is expected to be difficult to find an agricultural site in Travis County with significant land meeting existing criteria in the Travis County Code. For these reasons, it is reasonable to conclude that Synagro would find it difficult to obtain an alternative site in Travis County and to negotiate agreements with landowners of such sites.

3. This site is pastureland with little relief. Sewage sludge application provides an organic fertilizer with known benefits to hay farming and cattle production. Denying use of sewage sludge as a fertilizer despite the provision of significant setbacks that are deemed adequately protective may be an unusual and unnecessary hardship. Please see Attachment 3 for comments on this issue from a landowners who seeks to receive sewage sludge on her land.
4. The requirements of the USEPA and TCEQ impose conditions on this proposed activity that are adequately protective of public health and safety. The proposal will not result in increased flood heights. As described above, either a 200 or 300 foot setback will remain to prevent significant impacts on surface water quality.

The Floodplain Administrator of Travis County has determined that the granting of this variance would not result in increased flood heights or velocities.

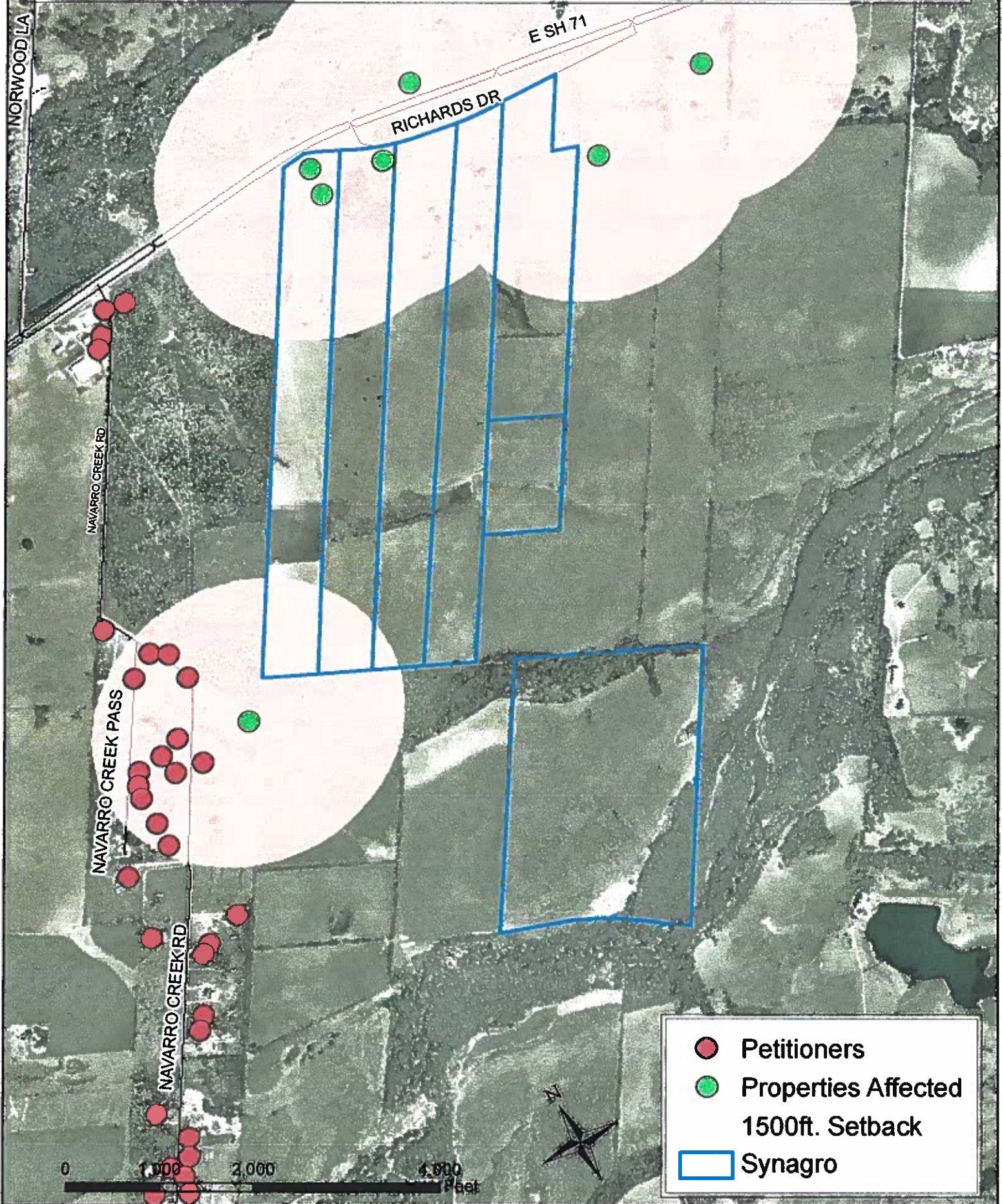
In conclusion, TNR recommends approval of variances from Sec. 64.222 to allow sewage sludge land application within 500 feet of the 100-year floodplain boundary and to allow sewage sludge land application within the 100-year floodplain so long as no land application occurs in the FEMA-designated floodway, nor within 200 feet (northern parcels) and 300 feet (southern parcel) from any surface water.

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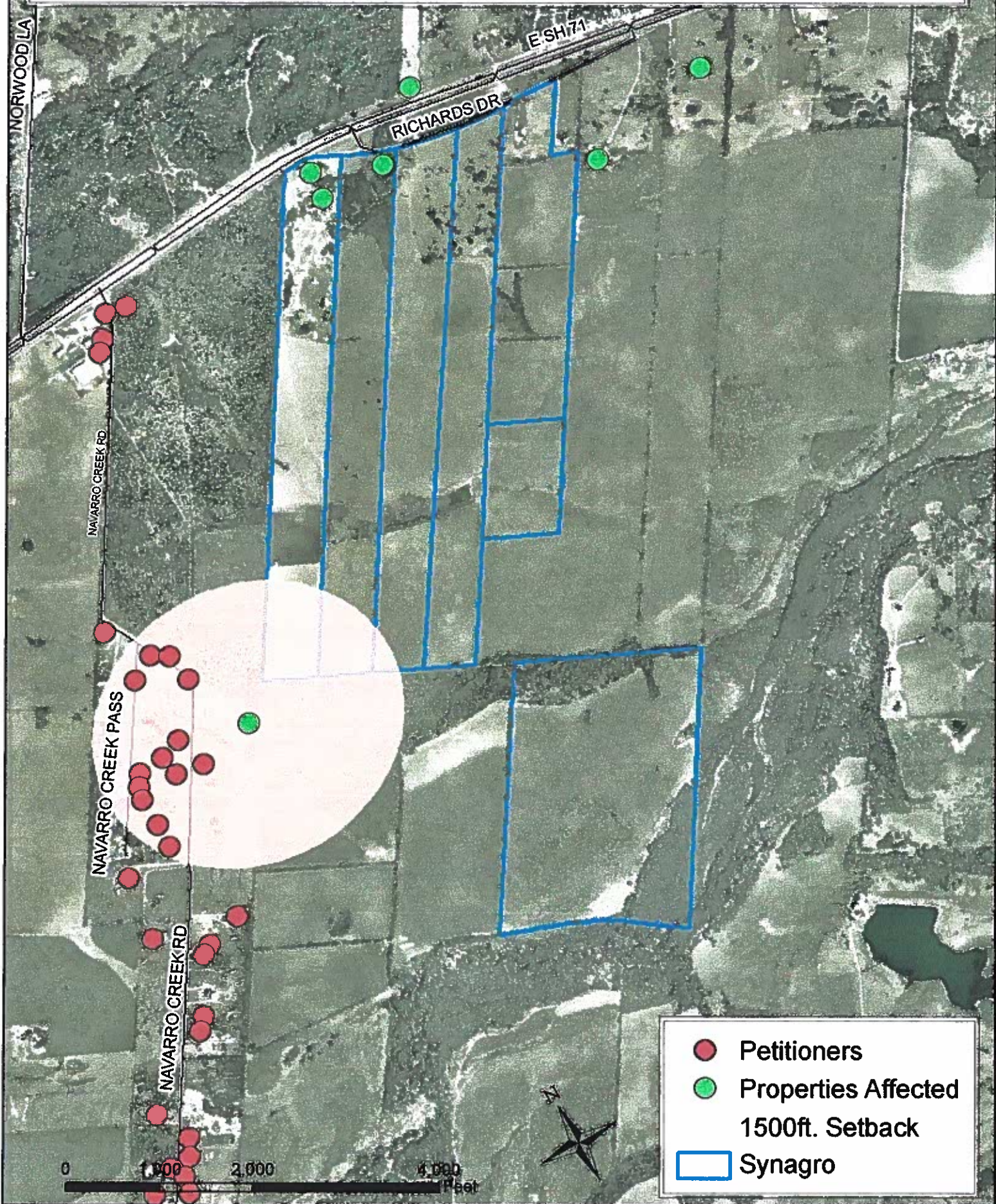
ATTACHMENT 2

SITE MAPS DESCRIBING VARIANCES

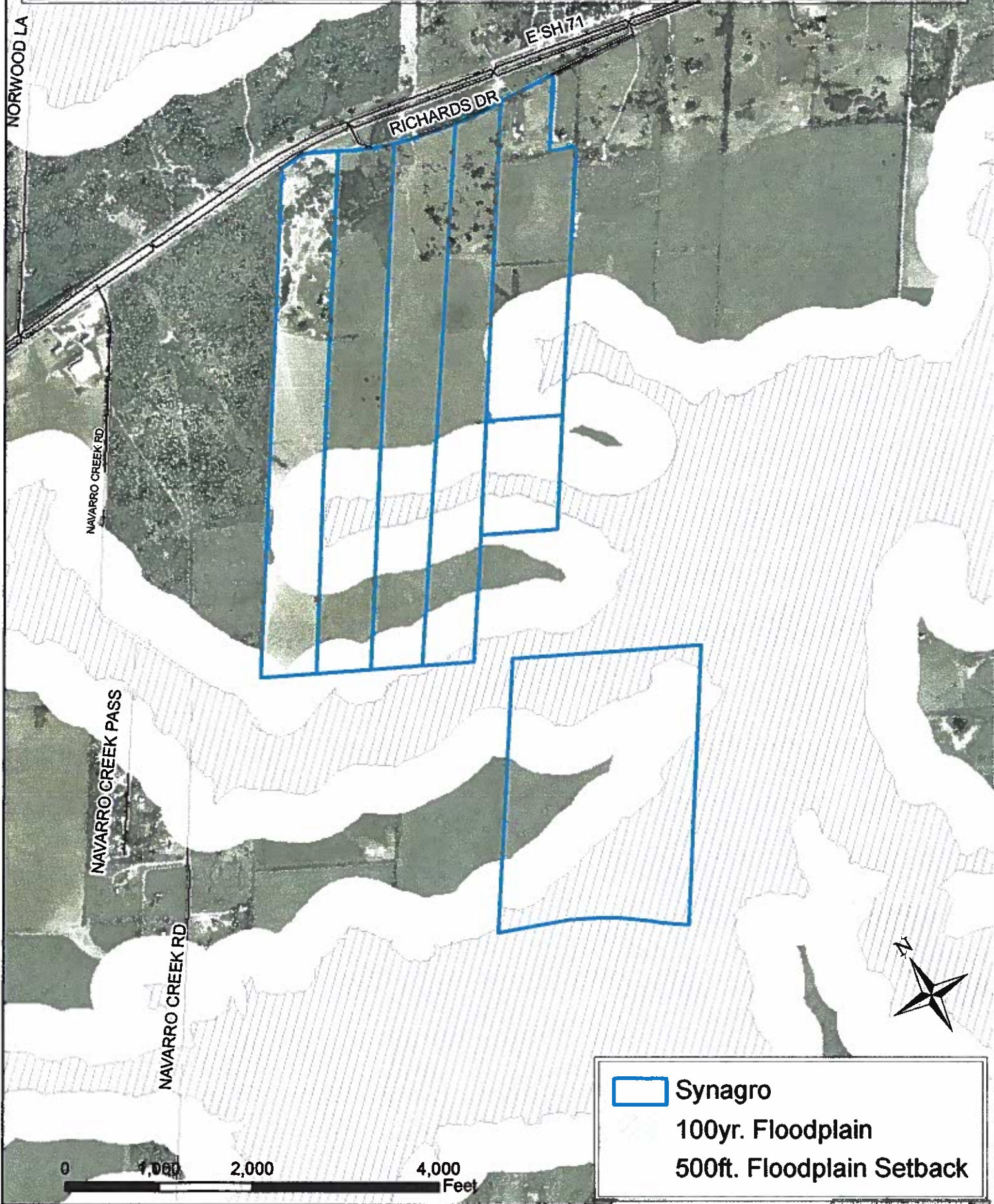
(1A) Land Application Allowed Without Variances Under Chapter 62



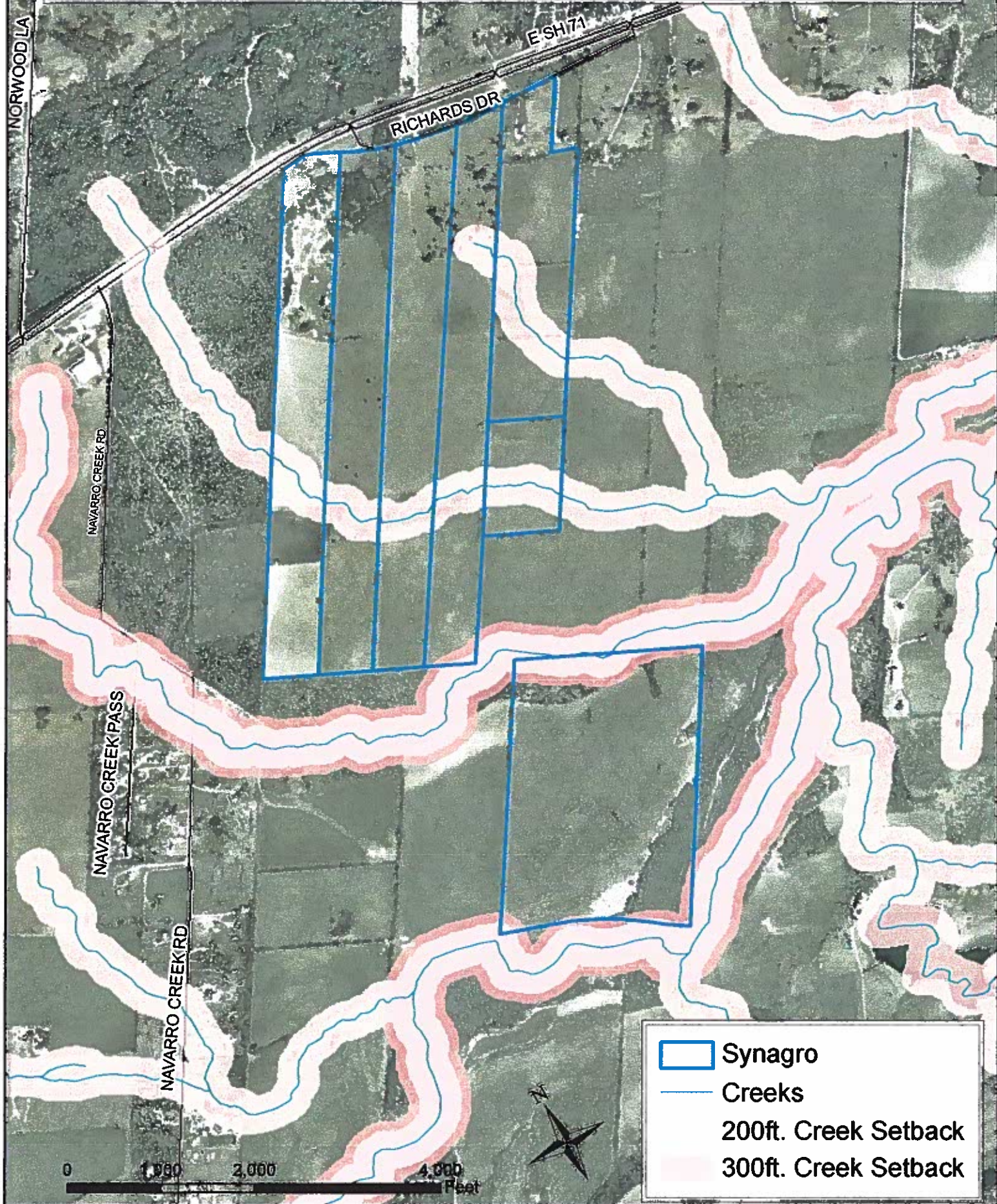
(1B) Land Application Allowed With Variances Under Chapter 62



(2A) Land Application Allowed Without Variances Under Chapter 64



(2B) Land Application Allowed With Variances Under Chapter 64



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ATTACHMENT 3

Statement by Rosemary W. Kalina

Rosemary W. Kalina
P. O. Box 1056 Bastrop, Texas 78602 Phone: 512 - 247-2513

**ATTACH-
MENT 3**

Written Comments for the:

Docket No. 2010-0651-IWD Synagro of Texas-CDR, Inc.
Request(s) filed on Permit No. WQ0004888000

Docket No. 2010-0735-IWD, Synagro of Texas-CDR, Inc.
Request(s) filed on Permit No. WQ0004887000

Thank you in advance for allowing me to comment on these permits. My name is Rosemary W. Kalina. I am a cattle rancher and grass farmer and I have requested Synagro to apply organic fertilizer to my ranch. The community of Garfield is approximate seven miles East of Austin International Airport in which I grew up in. It is a rural community which has grown with residents moving into the area slowly.

In reference to the Del Valle schools, (which I attended from 1st grade to graduation) only occasionally was there a smell from the treatment plant. The schools moved due to the air base being changed into the Austin Airport. The Del Valle Schools and Del Valle Administration office moved to a location on Ross Road along with their football field. This sludge was applied years ago; there have been improvements in the treatment of this product before it is applied to land now. So it goes to reason it is better than it was then.

There are some people in the community who have gotten the idea that there is a waste treatment plant going to be built on Richards Drive, that is NOT the case in regard to these permits. These false ideas have been circulated and are difficult to correct. One couple who requested a hearing did not even have the courtesy of attending the first hearing that was held at the Del Valle School on Ross Road and are now wanting another hearing. Where they live is down Caldwell Lane which is not in the affected area. They have a misconception it is a treatment plant and it is not. This organic fertilizer will be applied to ranch and farm land which will be enhancing the soil.

As an active member (Vice-Chair of the Council, Fall Fest Chairman, Finance Committee member,) of the Haynie Chapel United Methodist Church, in Garfield, one of the oldest churches around, I personally do not believe our church will be effected by applying this sludge on the land. Russell Williams has applied for a permit. William Wallace is also seeking this on his property, and he is a long standing and active member of several committees of this church. Several other community members have applied or are in the process of this with Synagro. This is not a "church" issue.

The United States is heading toward a "green" environment. What is more "green" than natural organic fertilizer? I have had to use chemical fertilizer in the past but would prefer organic. It will

benefit the soil in a safe natural way as God intended it to be. Landowners will benefit, along with tax payers and consumers by this natural organic fertilizer. The land application of this organic fertilizer will give much needed nutrients to the soil. These nutrients will increase the production of grass and hay products. This is the process of recycling, the City of Austin is committed to protecting the environment and the Hornsby Bend Biosolids plant is the plant that receives their biosolids. It is my understanding Hornsby Bend treats the biosolids to kill pathogens before these Biosolids are recycled. Not only will the organic fertilizer benefit us, as a cattle and farming industry, but the cities which need to dispose of their sludge. It is a win-win situation for all concerned. The soil will receive rest and recovery with this natural fertilizer.

The economic value is a great benefit to the landowners who are willing to participate in this opportunity. The exposure has been carefully studied by experts and there are not any great - harmful effects. It is my understanding this "Organic" fertilizer has been certified through the proper governmental channels.

The drought, even though we have had rain the last several weeks, is a severe threat to the ranching industry and Texas is the largest in the United States. We come from a long line of pioneer stock, but we, as ranchers and farmers need a break and this fertilizer will come as a strong benefit to us.

With the cost skyrocketing of feed and supplements, ranchers have had to cut deeply into their herds, taking calves to market sooner and thinner than we would like to and even selling mature cows that keep the herds growing. It will take me several years to regain the herd I had to decrease and elect not to keep heifers due to the drought. As one person put it - we are selling the factory - in order to survive. The number of cows, female cattle, is falling which will push the cost of meat up in the supermarket in the coming months. The rancher is not receiving a profit on their cattle with this situation we are facing.

Any assistance from programs which will benefit the farmers and ranchers of Texas toward producing their livestock should be encouraged and lauded. I encourage you to approve these applications.

Thank you for your time and consideration in this matter.

Rosemary W. Kalina

4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session August 31, 2010 Work Session _____
(Date)

I. A. Request made by: James W. Collins, Executive Assistant Phone # 854-9523
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Introduction of Prema Gregerson to Commissioners Court

C. Approved by: _____
Signature of Commissioner(s) or County 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 or be involved with the request. Send a copy of this Agenda Request and backup to them:

Beth Devery, Director, Health Services Division, Travis County Attorney's Office

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 (reclassification, 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 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

10 AUG 2010 2:29 PM
RECEIVED
COUNTY CLERK'S OFFICE

Prema Gregerson

11913 Mira Mesa Dr.
Austin, Texas 78732
Home (512) 906-2943
Cell (818) 212-0010
premag39@yahoo.com

Experience:

Timbuk2 Studios – Austin, Texas

Attorney/Manager

8/2008 – present

- Negotiate and draft contracts for licensing digital illustrations and concept art for the computer game industry;
- Draft subcontractor work agreements connected to the provision of licensed art to the computer game industry.

Quest Diagnostics, Inc. – West Hill, California

Human Resources Manager

8/2006 – 4/2007

- Managed staff of three human resources generalists and a payroll specialist to provide support in the areas of recruitment, employee relations, benefits, and new employee orientation to management and employees in the main laboratory consisting of approximately 1000 employees;
- Devised strategies to successfully increase employee retention and improve employee satisfaction.
- Coordinated lawsuit preparation with corporate counsel and outside counsel.

Senior Human Resources Generalist

9/2000 – 8/2006

- Managed the employee relations function for a high volume employee base of 3,400 at the main laboratory as well as 300 satellite locations throughout Southern California;
- Analyzed trends of employee relations issues so as to proactively provide solutions in order to maximize productivity while minimizing liability and workplace conflict;
- Coached and mentored management as well as employees to interact with each other to create an atmosphere of mutual respect and collaboration;
- Mediated conflicts between coworkers or between management and employees;
- Analyzed and investigated employee complaints of discrimination and harassment;
- Evaluated employee disciplinary problems and recommended appropriate corrective action resulting in a more productive workplace while simultaneously minimizing risk of wrongful termination claims;
- Provided training to management and employees regarding harassment, including sexual harassment and professional conduct;

- Implemented the Reduction in Force (RIF) policies as needed including determining which employees will be selected for RIF and performing an adverse impact analysis;
- Managed the Unemployment Insurance Compensation program in order to minimize costs to the organization brought by former employees making unemployment claims;
- Acted as the department's liaison to outside counsel in defending the company against employment related claims brought by current or former employees.

U.S. Department of Health and Human Services – Dallas, Texas

Assistant Regional Counsel

3/1999 – 6/2000

- Defended federal client agencies against EEOC complaints brought by their employees;
- Interpreted federal regulations regarding the administration of the Medicare program for client agencies;
- Negotiated settlement of cases brought by the federal government against healthcare providers;
- Reviewed allegations of Medicare fraud and patient abuse;
- Represented the Health Care Financing Agency (HCFA) in administrative hearings involving appeals by healthcare providers of penalties assessed against them by HCFA;
- Represented HCFA's interests in bankruptcy court.

City of Dallas – Dallas, Texas

Assistant City Attorney

12/1991 – 3/1999

- Gained extensive jury trial experience by prosecuting violations of state and municipal laws;
- Promoted to Employee Relations and Litigation section in 9/1992;
- Provided legal advice to all city departments regarding employment law issues;
- High success rate in representing city departments in administrative hearings involving the termination, suspension, or demotion of city employees and defending the City against claims of employment discrimination.

Law Offices of Kal Hamideh – Dallas, Texas

Attorney

6/1990 – 12/1991

- Negotiated settlements of personal injury claims;
- Drafted pleadings and motions in the areas of personal injury and family law.

Education:

Southern Methodist University – Dallas, Texas
Juris Doctorate
1990

University of Texas – Arlington, Texas
Bachelor of Arts, French and Russian
1984

Affiliations

Member of the State Bar of Texas

Skills

Microsoft Word, Excel and Quickbooks

5

Travis County Commissioners Court Agenda Request

Voting Session August 31, 2010
(Date)

Work Session _____
(Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
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 \$758,814.07, for the period of August 13, 2010 to August 19, 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 CLERK'S OFFICE
10 AUG 24 PM 4:07

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 31, 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: August 13, 2010 to August 19, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$758,814.07

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 \$758,814.07.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
AUGUST 13, 2010 TO AUGUST 19, 2010

-

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 31, 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: August 13, 2010
 TO: August 19, 2010

REIMBURSEMENT REQUESTED: \$ 758,814.07

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,407,735.17
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 24, 2010	\$ (646,071.27)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 758,814.07
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 758,814.07

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


All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

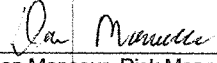
Fifteen percent (15%) of all claims under \$25,000 (\$116,104.30) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$92,272.39.

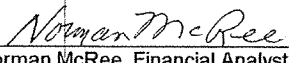
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 8/20/10
 Diane Blankenship, Director, HRMD Date

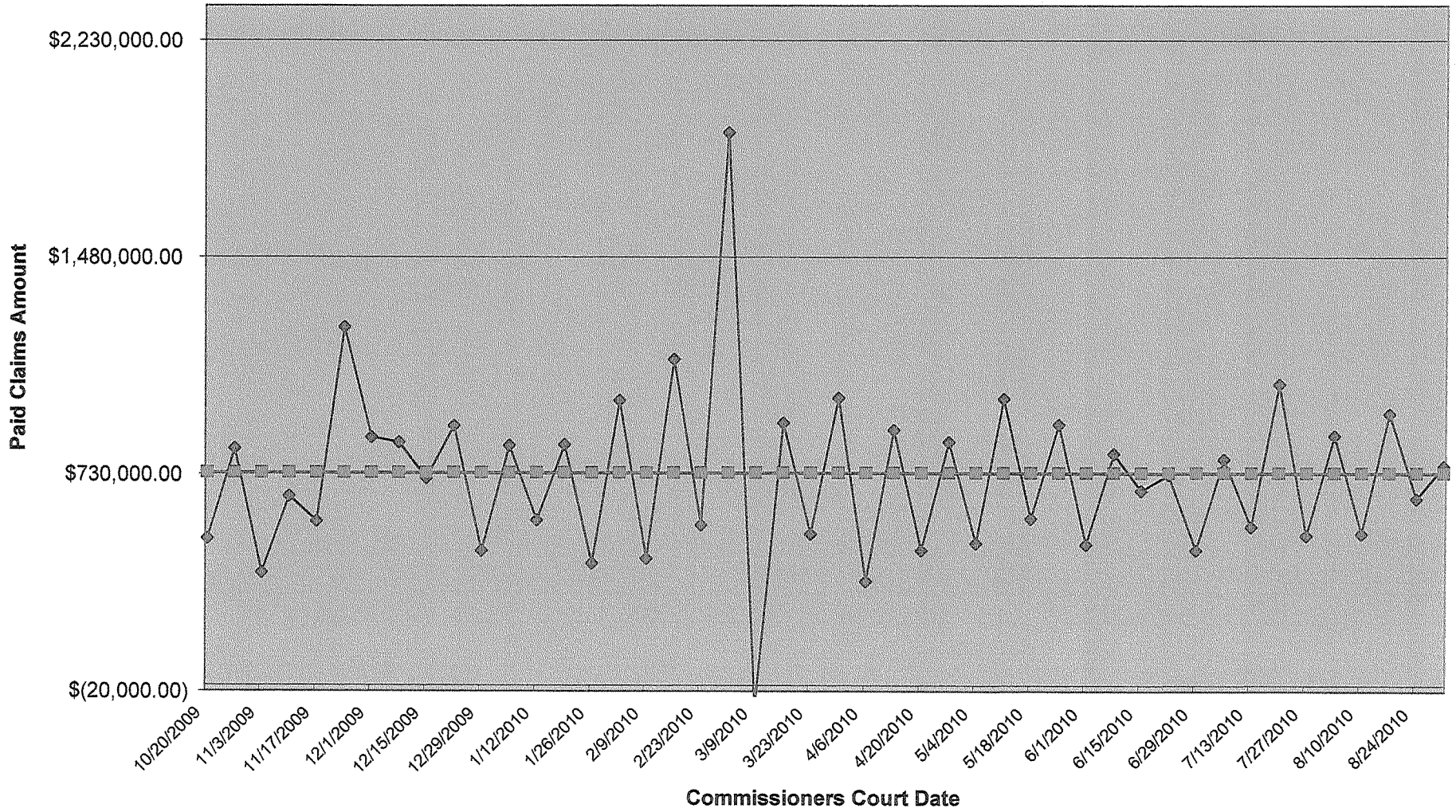
 8-20-2010
 Dan Mansour, Risk Manager Date

 8/19/10
 Cindy Purinton, Benefit Contract Administrator Date

 8/19/10
 Norman McRee, Financial Analyst Date

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

Travis County Employee Benefit Plan FY10 Paid Claims vs Weekly Claims Budget of \$734,980.88



**Travis County Employee Benefit Plan
FY10 Weekly Paid Claims VS Weekly Budgeted Amount**

Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/2009	10/8/2009	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/2009	10/15/2009	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/2009	10/22/2009	11/3/2009	\$ 388,581.81	\$ 734,980.88	2	\$ 81,663.47
10/23/2009	10/29/2009	11/10/2009	\$ 653,822.83	\$ 734,980.88	2	\$ 58,028.60
10/30/2009	11/5/2009	11/17/2009	\$ 567,206.00	\$ 734,980.88	0	\$ -
11/6/2009	11/12/2009	11/24/2009	\$ 1,238,417.14	\$ 734,980.88	3	\$ 185,593.04
11/13/2009	11/19/2009	12/1/2009	\$ 857,273.45	\$ 734,980.88	3	\$ 185,891.08
11/20/2009	11/26/2009	12/8/2009	\$ 839,621.97	\$ 734,980.88	2	\$ 55,007.00
11/27/2009	12/3/2009	12/15/2009	\$ 715,804.02	\$ 734,980.88	4	\$ 148,691.08
12/4/2009	12/10/2009	12/22/2009	\$ 897,384.47	\$ 734,980.88	4	\$ 202,013.76
12/11/2009	12/17/2009	12/29/2009	\$ 464,771.71	\$ 734,980.88	0	\$ -
12/18/2009	12/24/2009	1/5/2010	\$ 829,110.94	\$ 734,980.88	1	\$ 28,410.00
12/25/2009	12/31/2009	1/12/2010	\$ 570,023.00	\$ 734,980.88	2	\$ 74,273.56
1/1/2010	1/7/2010	1/19/2010	\$ 831,839.57	\$ 734,980.88	1	\$ 27,013.12
1/8/2010	1/14/2010	1/26/2010	\$ 421,088.38	\$ 734,980.88	0	\$ -
1/15/2010	1/21/2010	2/2/2010	\$ 984,912.81	\$ 734,980.88	3	\$ 212,163.43
1/22/2010	1/28/2010	2/9/2010	\$ 437,127.76	\$ 734,980.88	0	\$ -
1/29/2010	2/4/2010	2/16/2010	\$ 1,127,243.08	\$ 734,980.88	4	\$ 300,506.33
2/5/2010	2/11/2010	2/23/2010	\$ 553,376.57	\$ 734,980.88	2	\$ 130,929.00
2/12/2010	2/18/2010	3/2/2010	\$ 1,911,218.40	\$ 734,980.88	10	\$ 921,042.22
2/19/2010	2/25/2010	3/9/2010	\$ (79,012.21)	\$ 734,980.88	3	\$ 116,905.73
2/26/2010	3/4/2010	3/16/2010	\$ 908,089.12	\$ 734,980.88	2	\$ 75,714.11
3/5/2010	3/11/2010	3/23/2010	\$ 522,919.47	\$ 734,980.88	1	\$ 54,720.32
3/12/2010	3/18/2010	3/30/2010	\$ 993,708.79	\$ 734,980.88	4	\$ 122,081.44
3/19/2010	3/25/2010	4/6/2010	\$ 358,684.00	\$ 734,980.88	0	\$ -
3/26/2010	4/1/2010	4/13/2010	\$ 882,871.37	\$ 734,980.88	3	\$ 122,334.64
4/2/2010	4/8/2010	4/20/2010	\$ 466,721.73	\$ 734,980.88	1	\$ 34,670.68
4/9/2010	4/15/2010	4/27/2010	\$ 841,261.29	\$ 734,980.88	2	\$ 54,607.82
4/16/2010	4/22/2010	5/4/2010	\$ 491,330.89	\$ 734,980.88	0	\$ -
4/23/2010	4/29/2010	5/11/2010	\$ 991,213.23	\$ 734,980.88	3	\$ 146,388.40
4/30/2010	5/6/2010	5/18/2010	\$ 576,874.07	\$ 734,980.88	2	\$ 72,832.36
5/7/2010	5/13/2010	5/25/2010	\$ 902,612.71	\$ 734,980.88	1	\$ 32,865.00
5/14/2010	5/20/2010	6/1/2010	\$ 486,551.40	\$ 734,980.88	1	\$ 26,004.75
5/21/2010	5/27/2010	6/8/2010	\$ 801,226.70	\$ 734,980.88	0	\$ -
5/28/2010	6/3/2010	6/15/2010	\$ 673,591.39	\$ 734,980.88	2	\$ 97,381.00
6/4/2010	6/10/2010	6/22/2010	\$ 728,194.42	\$ 734,980.88	0	\$ -
6/11/2010	6/17/2010	6/29/2010	\$ 467,453.84	\$ 734,980.88	1	\$ 27,463.00
6/18/2010	6/24/2010	7/6/2010	\$ 782,774.17	\$ 734,980.88	0	\$ -
6/25/2010	7/1/2010	7/13/2010	\$ 547,858.01	\$ 734,980.88	2	\$ 64,045.12
7/2/2010	7/8/2010	7/20/2010	\$ 1,041,661.52	\$ 734,980.88	2	\$ 96,169.08
7/9/2010	7/15/2010	7/27/2010	\$ 517,916.00	\$ 734,980.88	1	\$ 27,700.00
7/16/2010	7/22/2010	8/3/2010	\$ 863,260.86	\$ 734,980.88	2	\$ 59,620.10
7/23/2010	7/29/2010	8/10/2010	\$ 524,218.03	\$ 734,980.88	2	\$ 70,119.79
7/30/2010	8/5/2010	8/17/2010	\$ 939,497.16	\$ 734,980.88	2	\$ 67,225.02
8/6/2010	8/12/2010	8/24/2010	\$ 646,071.27	\$ 734,980.88	3	\$ 274,897.81
8/13/2010	8/19/2010	8/31/2010	\$ 758,814.07	\$ 734,980.88	0	\$ -
Paid & Budgeted Calims to Date			\$ 33,251,247.31	\$ 33,809,120.48		
Total Paid Claims less Total Weekly Budget				\$ (557,873.17)		

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: 2010-08-20 REQUEST AMOUNT: \$1,407,735.17

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-08-19	\$525,998.43
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00

- UNDER DEPOSIT:	\$1,412,719.57
------------------	----------------

+ CURRENT DAY NET CHARGE:	\$4,984.40-
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT:	\$1,407,735.17
-----------------	----------------

ACTIVITY FOR WORK DAY: 2010-08-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$469,596.39	\$00.00	\$469,596.39
TOTAL:	\$469,596.39	\$00.00	\$469,596.39

ACTIVITY FOR WORK DAY: 2010-08-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$147,965.83	\$00.00	\$147,965.83

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_08_19

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	-328.9	NN	SSN0000	AL		0	8/10/2010	600	8/16/2010	8/19/2010
701254	632	-377.86	NN	902590	AE		7	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-378.49	NN	958328	AI		2	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-380.38	NN	1608489	AH		5	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-430.84	NN	SSN0000	AL		0	8/13/2010	600	8/19/2010	8/19/2010
701254	632	-481.92	NN	1505010	AH		9	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-526.1	NN	1699853	AH		5	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-650.43	NN	1767429	AA		5	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-923.57	NN	1377058	AH		5	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-1643.31	NN	1535995	AH		7	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-1839.54	NN	SSN0000	AL		0	8/13/2010	600	8/19/2010	8/19/2010
701254	632	-1956.13	NN	1624523	AH		6	8/19/2010	200	8/16/2010	8/19/2010
701254	632	-2502.44	NN	SSN0000	AL		0	8/16/2010	600	8/20/2010	8/19/2010
701254	632	-2554.03	UZ	34775350	AE		6	3/17/2010	50	8/19/2010	8/19/2010
701254	632	-5158.25	NN	SSN0000	AL		0	8/10/2010	600	8/16/2010	8/19/2010
701254	632	-10823.39	NN	SSN0000	AL		0	8/13/2010	600	8/19/2010	8/19/2010
701254	632	-13466		26 198247	AE		8	8/13/2010	50	8/18/2010	8/19/2010
701254	632	-14616.42	NN	SSN0000	AL		0	8/16/2010	600	8/20/2010	8/19/2010
701254	632	-21434.75	NN	SSN0000	AL		0	8/16/2010	600	8/20/2010	8/19/2010

758,814.07

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 08/19/2010

<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

9

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

 For the payment week ending: 8/19/2010

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	93,509.78
	RR	
	526-1145-522.45-29	14,563.12
Total CEPO		\$108,072.90
<i>EPO</i>		
	EE	
	526-1145-522.45-20	198,457.37
	RR	
	526-1145-522.45-21	48,035.30
Total EPO		\$246,492.67
<i>PPO</i>		
	EE	
	526-1145-522.45-25	338,551.67
	RR	
	526-1145-522.45-26	65,696.83
Total PPO		\$404,248.50
Grand Total		\$758,814.07

6

Travis County Commissioners Court Agenda Request

Voting Session 8/31/10
(Date)

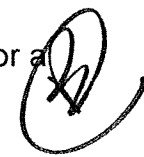
Work Session _____
(Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- A. Routine Personnel Actions
- B. Non-Routine Personnel Action

Non-Routine Request from the Travis County Constable Precinct Two's Office for a variance to Travis County Code Chapter 10.0295, Peace Officer Pay Scale



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.

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Bryon Curtis, Office Manager Sr, Constable Pct 2 Phone # 854-9697
Diane Blankenship, 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)

Travis County Commissioners Court Agenda Request

Voting Session 8/31/10
(Date)

Work Session _____
(Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney



- A. Routine Personnel Actions
- B. Non-Routine Personnel Action

Request from Constable Pct 2 for POPS Step Change to POPS Policy - Travis County Code § 10.0295

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

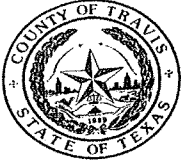
II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
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Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Bryon Curtis, Office Manager Sr, Constable Pct 2 Phone # 854-9697
Diane Blankenship, 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)



Human Resources Management Department



1010 Lavaca Street, 2nd Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-4203

August 31, 2010

ITEM # :

DATE: August 20, 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 Jefferies, Executive Manager, Justice and Public Safety

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

- A. Routine Personnel Actions – Pages 2 – 3.**
 - B. Non-Routine Personnel Action – Pages 4 – 7.**
- Constable 2** requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 to place slot 37 from step 2 to step 4. PBO has confirmed funding up to step 4.

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

RJ/DB/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Juvenile Probation	70	Juvenile Probation Ofcr II	15 / Level 2 / \$35,796.80	15 / Level 2 / \$35,796.80
Juvenile Probation	249	Building Maint Worker	9 / \$27,331.20	9 / \$27,331.20

* Temporary to Regular

** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	50065	Office Asst	8 / \$10.45	8 / \$10.45	05
Criminal Justice Planning	20004	Paralegal	17 / \$18.58	17 / \$18.58	02
Probate Court	20018	Attorney I	21 / 26.59	21 / 26.59	02
Tax Collector	20110	Office Asst	8 / \$10.10	8 / \$10.10	02

**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Pretrial Services	8	Pretrial Officer I / Grd 15	Pretrial Officer I / Grd 15	\$34,777.60	\$36,516.48	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	32	Pretrial Officer I / Grd 15	Pretrial Officer I / Grd 15	\$35,796.80	\$37,586.64	Career Ladder. Pay is between min and midpoint of pay grade.
TNR	470	Engineer* / Grd 23	Engineer Sr / Grd 25	\$67,944.29	\$74,401.60	Career Ladder. Pay is between min and midpoint of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 85 / Law Clerk I / Grd 14 / Part-time \$15,778.26	County Atty	Slots 85 & 100 / Law Clerk I / Grd 14 / Full-time \$31,556.51	Status change from part-time to full-time (20 hrs to 40 hrs).
JP Pct 2	Slot 30 / Court Clerk I / Grd 13 / \$32,501.00	JP Pct 2	Slot 30 / Court Clerk I / Grd 13 / \$34,501.00	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 14 / Court Clerk I / Grd 13 / \$33,153.46	JP Pct 4	Slot 14 / Court Clerk I / Grd 13 / \$36,137.27	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 60002 / Court Clerk I / Grd 13 / \$30,401.26	JP Pct 4	Slot 60002 / Court Clerk I / Grd 13 / \$31,921.32	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 60003 / Court Clerk Asst / Grd 11 / \$25,773.07	JP Pct 4	Slot 60003 / Court Clerk Asst / Grd 11 / \$28,350.37	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 208 / Juvenile Probation Ofcr II / Grd 15 / \$37,814.40	Juvenile Probation	Slot 620 / Juvenile Probation Ofcr III / Grd 16 / \$39,705.40	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 470 / Licensed Voc Nurse* / Grd 15 / Part-time \$19,906.95	Juvenile Probation	Slot 470 / Registered Nurse I* / Grd 18 / Part-time \$23,150.40	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 1086 / Commissary Mgr / Grd 18 / \$49,356.59	Sheriff	Slot 1086 / Commissary Mgr / Grd 18 / \$52,811.55	Salary adjustment. Pay is between midpoint and max of pay grade.
Tax Collector	Slot 127 / Tax Specialist I / Grd 12 / Part-time \$15,785.74	Tax Collector	Slot 42 / Tax Specialist I / Grd 12 / Full-time \$31,571.49	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from part-time to full-time (20 hrs to 40 hrs). Retains current rate of pay.

* Actual vs Authorized

NON-ROUTINE – POPS Step Change				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 2	Slot 37 / Deputy Constable Sr / Grd 62 / \$47,532.37	Constable 2	Slot 37 / Deputy Constable Sr / Grd 62 / \$49,951.82	POPS step change. Placing from Step 2 to Step 4. Travis County Code § 10.0295.

**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



Human Resources Management Department


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

MEMORANDUM

DATE: August 20, 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 Jefferies, Executive Manager, Justice and Public Safety

FROM: Diane Blankenship, Director of Human Resources 

SUBJECT: Constable, Precinct 2 - Non-Routine POPS Salary Adjustment, Slot 37

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 2's Office Request:

Constable Precinct 2's Office requests approval to pay a salary adjustment to one Deputy Constable Sr. in the amount of \$2,419.45. The resulting pay differential between steps 2 (\$47,532.37) and 4 (\$49,951.82) is approximately five percent. The pay action would apply to the following slot:

<u>Slot #</u>	<u>From</u>	<u>To</u>
37	Deputy Constable, Sr. PG 62 – Step 2 \$47,532.37	Deputy Constable, Sr. PG 62 – Step 4 \$49,951.82

Policy:

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments to address previous funding shortfalls.

History:

On June 15, 2010, Commissioners Court approved a non-routine action to promote the officer in question from Deputy Constable to Deputy Constable, Senior. At the time of

the promotion, the officer moved from Grade 61, Step 4 to Grade 62, Step 2. The ordinary progression would have been from Grade 61, Step 4 to Grade 62, Step 4. However, Constable 2's Office did not have recognized permanent salary savings to move the officer to Step 4, and received permission to move the officer to Step 2 until such time as funding became available to move the officer to Step 4.

Issues:

Policy does not specifically address whether employees on the POPS scale are eligible for salary adjustments. Long-standing practice has been that employees covered by POPS, when promoted, are placed on the same step in the new pay grade that they were on in their previous pay grade. In this case, funding was not available to accommodate this action in June, 2010. The request made by Constable 2's Office at the present time is to essentially "finish" the salary portion of the promotion approved on June 15, 2010 and place the employee on the more customary Step 4.

Recommendation:

HRMD acknowledges that the special nature of this request was driven by budgetary constraints within the Constable's Office at the time of the promotion. At that time, funding was only available to move the officer to Step 2. With funding now available, HRMD supports this action to move the officer to the proper placement at Step 4.

The Planning and Budget Office (PBO) has confirmed available funding for the adjustment to step 4.



ADAN BALLESTEROS
TRAVIS COUNTY CONSTABLE PRECINCT 2
10409 Burnet Road, Suite 150 Austin, TX. 78758-4418
Phone: (512) 854-9697 Fax : (512) 854-9196



10 AUG 16 AM 7:51

PERSONNEL

DATE: 13-Aug-2010

RE: Step Increase

FROM: Constable Adan Ballesteros

We would like to move Deputy from current step at Step 2, to correct step at Step Four.

If you need any additional clarification please don't hesitate to contact me.

Constable Adan Ballesteros
Travis County Constable Precinct 2

8-13-10
Dated

7 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: August 31, 2010

John F. Carr for Roger El Khoury

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on request by Criminal Justice Planning and the Travis County Sheriff's Office to use the Skyline Club at the Exposition Center on October 1, 2010 to conduct a County-wide training on evidence based practices in case management, and to waive all fees.

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:

Greg Hamilton, Travis County Sheriff (4-9788)
 Roger Jefferies, Executive Manager, Justice and Public Safety (4-4415)
 Mary Moran, Offender Workforce Development Administrator, CJC (4-6497)
 Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)

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

10 AUG 20 11:11 AM '10

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COUNTY CLERK'S OFFICE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

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

John C. Carr for Roger El Khoury

DATE: August 20, 2010

SUBJECT: Exposition Center – Criminal Justice Planning/Sheriff Office Training
Use of Skyline Club

Proposed Motion:

Consider and take appropriate action on request by Criminal Justice Planning and the Travis County Sheriff's Office to use the Skyline Club at the Exposition Center on October 1, 2010 to conduct a County-wide training on evidence based practices in case management, and to waive all fees.

Summary and Staff Recommendation:

Criminal Justice Planning, in partnership with the Travis County Sheriff's Office is requesting use of the Skyline Club on October 1, 2010 for a conference entitled "Evidenced Based Practices Series: Case Management". The Skyline Club is available on that date. Facilities Management Department recommends that the Commissioners Court approve this request and wavier of fees.

Budgetary and Fiscal Impact:

FY 10 Budget impact: None.

Background:

The request from Mary Moran, Offender Workforce Development Administrator is at Exhibit One. This conference is anticipated to be attended by approximately 150 Travis County employees and community providers. Dr. Gary Christensen, from Corrections Partners, Inc., will conduct the training. This would appear to be an excellent use of the County resource and will not interfere with any other booked events.

Required Authorizations:

Legal: N/A

Budget: N/A

Purchasing: N/A

Exhibit:

1. CJP letter, August 17, 2010


CRIMINAL JUSTICE PLANNING DEPARTMENT


P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

To: Roger El-Khoury, Director, Facilities Management

Via: Roger Jefferies, JPS Executive Manager 

From: Mary E. Moran, Offender Workforce Development Administrator, CJPY 

Date: August 17, 2010

Subject: Agenda Item Request to Reserve the Skyline Club at Exposition Center for Upcoming Reentry Training

Justice Reinvestment at the Local Level (JRL) is an ongoing, collaborative initiative between Travis County and the Urban Institute in Washington, D.C. Its mission is to develop a strategy to evaluate, monitor, support, and enhance effective, ongoing practices and policies of key criminal justice stakeholders in Travis County. One of the five countywide priorities for this initiative is conducting evidence based practice training.

On March 5, 2010, Travis County Criminal Justice Planning held an Evidence Based Practice Reentry Training at Austin Community College. Dr. Gary Christensen, from Corrections Partners, Inc, presented to a group of over 150 professionals from diverse disciplines. Evaluations from this conference were vary favorable and revealed that participants wanted to continue receiving training on evidence based practices.

In partnership with the Travis County Sheriff's Office, Criminal Justice Planning would like to request that you and the Commissioners Court approve the use of the Skyline Club at Travis County Exposition Center at no fee as the site for the second evidence based practice conference, entitled "***Evidenced Based Practices Series: Case Management***". This conference will be held on Friday, October 1, 2010, with Dr. Christensen returning to conduct our training. We anticipate as many as 150 Travis County employees and community providers will be in attendance. Thanks for your consideration.

c: Greg Hamilton, Travis County Sheriff
John Carr, Facilities Management
Lloyd Evans, Facilities Management

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

8 ✓

Voting Session: August 31, 2010

John's Can for Roger El Khoury

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on request from the Central Texas Rabbit Club to use a section of the Exposition Center Show Barn on May 7, 2011 and the first Saturdays in May for the following two years for their annual event.

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, Transaction Division Director, County Attorney (4-94150)
Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)

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

10 AUG 23 AM 11:36
RECEIVED
COUNTY JUDGE'S OFFICE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

FROM: Roger A. El Khoury, M.S., P.E., Director *John E. Lan for Roger El Khoury*

DATE: August 20, 2010

SUBJECT: Request for Use of Exposition Center Show Barn
Central Texas Rabbit Club

Proposed Motion:

Consider and take appropriate action on request from the Central Texas Rabbit Club to use a section of the Exposition Center Show Barn on May 7, 2011 and the first Saturdays in May for the following two years for their annual event.

Summary and Staff Recommendation:

Facilities Management Department (FMD) received a forwarded email inquiry from Mr. Jimmy Kerlin, Director of the Central Texas Rabbit Club (CTRC) requesting to rent a small section of the Expo Center Show Barn, the northeast corner about 200' x 200' for their annual event. The CTRC held their 2010 annual event at the Show Barn on May 1, 2010. They request use of the Show Barn for their 2011 event with the same terms and reduction in rental fee.

The Central Texas Rabbit Club puts on a Rabbit Show every year for Rabbit Breeders Open and Youth from all over Texas, Louisiana, New Mexico and Oklahoma. CTRC is a non-profit organization and does this show annually. CTRC would pay \$450 a day for half of the Show Barn. CTRC would take care of the trash pick up if Expo Center provides trash cans to minimize the custodial cost. CTRC would need electricity for fans and PA system. CTRC would like to have access to the Show Barn on the day previous to the show for set up. Concessions would be procured from the Exposition Center catering contractor. The standard rental fee for the Show Barn is \$900 per day plus custodial.

Budgetary and Fiscal Impact:

Revenue would be reduced by \$450 for FY 11.

Background:

Exhibit One is the email forwarded to FMD concerning the requested terms for the show. Exhibit Two is a follow-up email from Mr. Kerlin asking for approval to also have the event with the same terms on the first Saturday in May for two addition years beyond the May 7, 2011 event. Mr. Kerlin has indicated he would be available to answer questions at the Commissioners Court if needed.

Required Authorizations:

County Attorney: John Hille, Jr., Assistant County Attorney
Planning and Budget: N/A
Purchasing: N/A

From: Ron Davis
To: Jimmy Kerlin
CC: Deone Wilhite; Feli Chavez; ROGER EL-KHOURY; Sue Spears
Date: 8/17/2010 8:34 AM
Subject: Re: Central Texas Rabbit Club facility request for Travis County Expo Center on May 7, 2011

Mr. Kerlin, thank you for your email. I am forwarding your request to Mr. Roger El-Khoury, Director of the Expo Center. Mr. El-Khoury will address your concerns and submit to Travis County Commissioners Court for consideration. Sincerely, Comr. Ron Davis.

>>> Jimmy Kerlin < > 8/14/2010 3:53 PM >>>
I request that you call me at, about this event. Thanks, Jimmy Kerlin

On Wed, Jul 28, 2010 at 9:17 AM, Jimmy Kerlin > wrote:

Forwarded conversation

Subject: Central Texas Rabbit Club facility request for Travis County Expo Center on May 7, 2011

From: **Jimmy Kerlin** < >
Date: Sat, Jul 17, 2010 at 9:49 AM
To: rogerelkhoury@co.travis.tx.us

Roger, we as a club desire to rent the facility with the following terms:

1. \$450 rental fee for use of approximately 20% of the barn
2. Entry to the barn between 5 and 6 p.m. on May 6, 2011 for "set up"
3. Certificate of Liability Insurance provided
4. Proof of 401 c{5} status provided
5. Trash to be placed in receptacles by club members
6. "teardown" and removal from the showbarn at approximately 8:00 p.m. May 7, 2011
7. Concessions to be available through the facility vendor

These terms are the same as requested and granted for our show on May 1, 2010, which was just completed. Our show was a huge success because of the facility itself, its central location, and the personnel available to us on site. Our show caters to Travis County

youth, parents, and of course grandparents.

We have begun our sanctions process for the 2011 show through our state and national sanctioning organizations, have hired 8 judges to handle our 2011 show to assure their availability. We are requesting placement on the agenda of the County Commissioners Court at the earliest date available.

Thanks for your help Roger,

Jimmy Kerlin, Director CTRC

From: **Mail Delivery System** <MAILER-DAEMON@alritz.co.travis.tx.us>
Date: Sat, Jul 17, 2010 at 9:49 AM
To: jimmykerlin@gmail.com

The following message to <rogerelkhoury@co.travis.tx.us> was undeliverable.

The reason for the problem:

5.1.0 - Unknown address error 550-'No such recipient'

Final-Recipient: rfc822;rogerelkhoury@co.travis.tx.us (mailto:rfc822%3Brogerelkhoury@co.travis.tx.us)

Action: failed

Status: 5.0.0 (permanent failure)

Remote-MTA: dns; [198.214.208.12]

Diagnostic-Code: smtp; 5.1.0 - Unknown address error 550-'No such recipient' (delivery attempts: 0)

----- Forwarded message -----

From: Jimmy Kerlin

To: rogerelkhoury@co.travis.tx.us

Updated 8/27/10, 10:48 a.m.

From: Jimmy Kerlin < >
To: <John.Carr@co.travis.tx.us>, <theplatts@ >
Date: 8/18/2010 9:49 PM
Subject: Commissioner's court agenda item relating to Central Texas Rabbit Club use of Expo Center

Commissioners:

The membership of the Central Texas Rabbit Club Requests consideration for the rental of the Expo center for the first Saturday in May for the Three year period beginning May 7, 2011. E-mails sent to Roger and now to John Carr give the terms we ask to govern this contract. Each of these terms is identical to the contract we had for May 1, 2010. I will be available to answer questions at the commissioner's court when I am notified we have been placed on the agenda{ August 31 or September 7 at latest}.

Jimmy Kerlin

Director CTRC

9 ✓

AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: August 31, 2010
- **Requested Action:** Consider and Take Appropriate Action to Approve Revised Emergency Operations Plan Replacing Previously Adopted Plan with Scrivenor's Error on Page Twenty Five (25)

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information: Technical:** Pete Baldwin, Emergency Management, 974-0472
- **Summary of Program Objective/Staff Recommendation:** The Commissioners Court Adopted the Travis County Emergency Operations Plan (EOP) on August 10, 2010. The Court was informed the only major change since its last adoption was the changing of the Line of Succession after the Judge and Commissioners Court by seniority. The previous version stated if Court members were not available the District Judges would be next in line in order of seniority. The EOP adopted by the Court was supposed to change the Line of Succession after the Court from District Judges to Executive Managers. These changes was recommended since a number of the Executive Managers work with Emergency Services during disasters and have a better understanding of response and recovery issues. Although this change was discussed in Court the wording was not changed on the copies submitted as backup. The Department of Emergency Services recommends approval of the Emergency Operations Plan as corrected.

Additional programmatic issues/concerns: A corrected copy of page 25 has been provided as back up and a complete copy of the Emergency Operations Plan is available in the County Judge's office.

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COUNTY JUDGE'S OFFICE
10 AUG 26 AM 9:39

Control). The interface between the EOC and the incident command post is described in paragraph V.E above.

6. An alternate EOC is identified and it has the capability as well as the capacity to support emergency functions in the event the Primary EOC renders to be unusable.
7. Travis County has a mobile command and control vehicle, operated by The Travis County Sheriff's Office which may be used as an incident command post.
8. Due to Homeland Security Grant funding, Travis County now has access to up to 4 regional command and control and communication vehicles that can be utilized as incident command posts.

C. Line of Succession

1. The line of succession for the County Judge

- a. Commissioners Court in Order of Seniority

In the event the County Judge or Commissioners Court Members are unavailable the line of succession would be as follows:

- a. Executive Manager of Emergency Services
- b. Executive Manager of Health and Human Services
- c. Executive Manager of Transportation and Natural Resources
- d. Executive Manager of Planning and Budget
- e. Executive Manager of Criminal Justice and Planning
- f. Executive Manager of Administrative Services

2. The line of succession for the Mayor is:

- a. Mayor Pro Tem
- b. City Council/Alderman by seniority

3. The line of succession for the City Manager/Administrator is:

- a. Assistant City Manager/Administrator
- b. As designated by City Charter

4. The line of succession for the Emergency Management Coordinator is:

- a. Assistant EMC
- b. Emergency Plans Officer

5. The lines of succession for each of the department and agency heads shall be in accordance with the SOPs established by those departments and agencies.



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 8/24/10 vmb

Voting Session: Tuesday, August 31, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO INTERLOCAL AGREEMENT IL070037RE, AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, D/B/A AUSTIN TRAVIS COUNTY INTEGRAL CARE, FOR SYSTEM OF CARE SERVICES (HHS&VS).

Points of Contact:

Purchasing: Elizabeth Corey, Marvin Brice

Department: HHS&VS - Sherri Fleming, Executive Manager

County Attorney: Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

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

Through this agreement, Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care (ATCIC), provides a variety of services, known as the System of Care, to children and their families who are experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and the Youth and Family Assessment Center. Since FY'08, this contract has also served clients enrolled in the grant-funded Parenting in Recovery (PIR) project.

ATCIC acts as the managed services organization overseeing the provision of services. The use of services fluctuates each year based on the number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed.

Modification No. 6 will add \$32,208 in General Fund money, and \$43,730 in PIR grant money to meet a projection made by the Office of Children's Services staff of the funding needed to continue services at the current level through September 30, 2010.

Modification No. 5 increased the FY2010 contract funds from \$461,682 to \$658,069, an increase of \$196,387 from the Travis County General Fund portion of the total contract funding.

Modification No. 4 increased the FY2009 contract funds from \$632,658 to \$702,658, an increase of \$70,000. The agreement was also renewed for an additional twelve-month period, from October 1, 2009 through September 30, 2010.

Modification No. 3 increased the FY2009 contract funds from \$400,564 to \$632,658, an increase of \$205,094.

Modification No. 2 increased the FY2008 contract funds from \$265,000 to \$654,324, an increase of \$389,324.

Modification No. 1 increased the contract amount from \$85,000 to \$265,000, in support of the MSO activities related to the Children's Partnership and YAFAC.

➤ **Contract Expenditures:** In FY2010, \$257,758.23 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$85,000

Contract Type: Interlocal Agreement

Contract Period: October 1, 2006 – September 30, 2007

➤ **Contract Modification Information:**

Modification Amount: \$734,007

Modification Type: Bilateral

Modification Period: October 1, 2009 – September 30, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: To be determined
- Funding Account(s): To be determined
- Comments: Department is working with PBO and Auditor's Office to conduct a budget transfer prior to this modification approval.

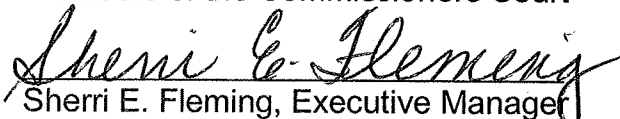
➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified ____ Not Verified X by Auditor.



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

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

DATE: August 17, 2010
TO: Members of the Commissioners Court
FROM: 
Sherri E. Fleming, Executive Manager
SUBJECT: Travis County Health and Human Services and Veterans Service
System of Care contract amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment to the System of Care contract adding \$32,208 in General Fund money and \$43,730 in Parenting in Recovery grant funds.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) uses a contract with Austin-Travis County Integral Care (ATCIC) to provide a variety of services, known as the System of Care, to children and their families experiencing mental and behavioral challenges. Various agencies provide these services through three collaborations: The Children's Partnership (TCP), Community Partners for Children (CPC), and The Youth and Family Assessment Center (YFAC). Each of these collaborations serves a target population. Two county programs, Children F.I.R.S.T. and Healthy Families, also refer children and families for services under this contract. Since FY'08, the System of Care contract has also served clients enrolled in the grant-funded Parenting in Recovery (PIR) project.

ATCIC acts as the managed services organization overseeing the provision of services. The utilization of services fluctuates each year with the different number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed.

This amendment adds \$32,208 in General Fund money and \$43,730 in PIR grant money to meet a projection by the Office of Children's Services staff of the funding needed to continue services at the current level through 9/30/10. The additional General Fund money is coming from an internal reallocation within TCHHSVS. The additional PIR money is a combination of unspent funds from FY'09 and FY'10.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

Travis County, the PIR grant, and the Milburn Trust provide funding for this contract. The contract started FY'10 with \$315,000 from the General Fund, \$99,857 in PIR funds, and \$46,825 from the Milburn Trust. The contract was amended in February to increase the General Fund amount to \$511,387. The current amendment brings the General Fund amount to \$543,595 and the PIR amount to \$143,587. Total contract funding comes to \$734,007. This contract follows the fiscal year.

Issues and Opportunities:

The System of Care contract pays for services for children, adolescents and families referred by the following:

1. The Children's Partnership - a collaborative of agencies serving children and adolescents with complex mental health needs and their families in Travis County. These agencies include TCHHSVS, Travis County Juvenile Probation Department, ATCIC, Region VII Department of Protective and Regulatory Services, Austin, Manor and Pflugerville Independent School Districts, Texas Health and Human Services Commission, and Casey Family Programs.
2. Community Partners for Children - a group of more than 20 agencies providing a single point of community collaboration for children with complex needs and their families. Participants receive an individualized plan of care, connection to community-based services, and access to flexible funding.
3. Youth and Family Assessment Center - a collaboration that provides comprehensive services and supports to children and adolescents at risk of serious behavior problems and dropping out of school. Partners include TCHHSVS, City of Austin, The Austin Project, Communities in Schools, ATCIC, Travis County Truancy Court, Travis County Juvenile Probation Department, Region XIII Educational Services Center, and Austin Independent School District.
4. Parenting in Recovery project – grant funds are used to provide services for families in the child welfare system as a result of parental methamphetamine or other substance dependence. The primary objective of the project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.
5. Children F.I.R.S.T. and Healthy Families – Travis County programs designed to prevent child abuse and neglect.

Background:

The System of Care contract provides strength-based, comprehensive services and supports to youth and their families. The goals are to keep youth in school, out of jail, out of the Child Protective Services substitute care system, and safely functioning in the community. If residential treatment is needed, the goal is to keep those placements short in duration.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

System of Care Budget

Fiscal Year	Contract	Account #	Contract Period	Original Award		Total Award		Liquidated
				Amount	Modificaiton	Amount	Total Expense	
FY 2009	System of Care	001-5868-611-6295	10/1/09 - 9/30/09	265,000.00	200,000.00	465,000.00	460,710.96	4,289.04
	PIR System of Care	638-5868-611-6295	9/30/08 - 9/29/09	85,564.00	102,094.00	187,658.00	185,875.58	1,782.42
	Milburn	643-5868-611-6295		50,000.00		50,000.00	3,175.00	46,825.00
				400,564.00	302,094.00	702,658.00	649,761.54	
FY 2010	System of Care	001-5868-611-6295	10/1/10 - 9/30/10	315,000.00	196,387.00	511,387.00	255,508.23	
	PIR System of Care	638-5868-611-6295	9/30/09 - 9/29/10	99,857.00		99,857.00		
	Milburn	643-5868-611-6295	10/1/09 - 9/30/10	46,825.00		46,825.00	2,250.00	
				461,682.00	196,387.00	658,069.00	257,758.23	
				862,246.00	498,481.00	1,360,727.00	907,519.77	

MODIFICATION OF CONTRACT NUMBER: IL070037RE – System of Care

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Elizabeth Corey TEL NO: (512) 854-9853 FAX NO: (512) 854-9185	DATE PREPARED: August 18, 2010
ISSUED TO: Austin Travis County MHMR 1430 Collier Street Austin, Texas 78764-3548	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 2006
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2006 – September 30, 2007</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2009 – September 30, 2010</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 85,000 Current Modified Amount \$ (See below)

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. The Travis County General Fund portion of this program is increased by \$32,208, and the Parenting in Recovery Grant Funds are increased by \$43,740 for fiscal year 2010.
2. Maximum Amounts: The parties agree that the maximum amounts for the October 1, 2009 – September 30, 2010 renewal term will be as follows:

County General Funds	\$543,595.00
Parenting in Recovery Grant Funds	143,587.00
<u>Milburn Grant Funds</u>	<u>46,825.00</u>
TOTAL:	\$734,007.00

3. Amend the attachments as set forth in the Amendment document included as part of this modification.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

LEGAL BUSINESS NAME: <u>Austin-Travis County Mental Health Mental Retardation Center db/a Austin Travis County Integral Care</u>	<input type="checkbox"/> DBA
BY: <u>David Evans</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>David Evans</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	DATE: <u>8/18/10</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD/V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>8/24/10</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
dba AUSTIN TRAVIS COUNTY INTEGRAL CARE
FOR MANAGED SERVICES RELATED TO THE SYSTEM OF CARE
(2010 Renewal Term)

This Amendment of Interlocal Agreement ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin-Travis County Mental Health and Mental Retardation Center, dba Austin Travis County Integral Care ("Center").

RECITALS

County and Center (collectively referred to herein as the "Parties") entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began October 1, 2006, and terminated September 30, 2007 ("Initial Agreement Term").

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the Agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms, with the last renewal beginning October 1, 2009, and continuing through September 30, 2010 ("2010 Renewal Term").

Where goods or services are funded from federal, state or local grants ("Grant"), Center will, according to the terms of the Grant, provide goods and services necessary to achieve the Grant's purpose in accordance with Grant terms.

County and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to the 2010 Renewal Term.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 2010 RENEWAL TERM.

1.1 The Parties acknowledge and agree that changes made under this Amendment apply to services provided using County General Funds during the 2010 Renewal Term beginning October 1, 2009, and terminating September 30, 2010, and services provided using Grant Funds during the 2010 Grant Renewal Term (as defined in the Agreement) beginning September 30, 2009, and ending September 29, 2010.

2.0 **MAXIMUM AMOUNT.**

2.1 **2010 Renewal Term Maximum Amounts.** The Parties agree to amend the 2010 Renewal Term Maximum Amounts by deleting the amounts shown under Section 2.1 of the last amendment and substituting the following:

County General Funds	\$ 543,595.00
Parenting in Recovery Grant Funds	143,587.00
<u>Milburn Grant Funds</u>	<u>46,825.00</u>
TOTAL:	\$ 734,007.00

3.0 **ENTIRE AGREEMENT**

3.1 **2010 Attachments.** The Parties agree to amend Section 4.2, "Attachments," as to the 2010 Renewal Term:

3.1.1 Attachment A. The Parties agree to amend Attachment A, "Work Statement and Performance Measures," as follows:

- (a) delete Sections II.B.1(c) and II.B.6(a).
- (b) amend Section X, "Contract Funds," Subsection A, "MSO Fees - Center" as follows:

(i) Increase the allocation from Travis County General Fund by \$32,208.00 for a new total of \$543,595.00.

(ii) Increase the amount that can be expended on CPC Bridge Services, The Children's Partnership, and Youth and Family Assessment Center (YFAC) by \$30,000.00 for a new total of \$503,757.00.

(iii) Increase the annual maximum amount for the MSO Fee to \$39,838.00 to be calculated as .0790817 of the amount billed for this funding source's direct services each month during the 2010 Agreement Term.

(iv) Increase the amount that can be expended on the Parenting in Recovery Program by \$43,730.00 for a new total of \$143,587.00. Of this total, \$136,749.00 may be spent for direct services for PIR enrolled participants. The Center may request an amount not to exceed \$6,838.00 as an MSO Fee to be calculated as .050004 of the amount billed for this funding source's direct services each month during the 2010 Agreement Term.

3.1.2 Attachment C. The Parties agree to amend Attachment C, "Budget," by deleting Attachment C, "2010 General Fund Budget," and Attachment C-1, "2010 Parenting in Recovery Budget," and substituting the Amended Attachment C, "Amended 2010 General Fund Budget," and Amended Attachment C-1, "Amended 2010 Parenting in Recovery Budget," respectively, attached to this Amendment as Exhibit 1 and hereby made a part of the Agreement, as amended, constituting promised performances by Center in accordance with all terms of the Agreement.

3.2 **Previous Attachments.** The Parties agree that previous attachments, in whole or in part, not specifically changed by this Amendment will remain in full force and effect.

4.0 **FINANCIAL PROVISIONS**

4.1 2010 Renewal Term Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by changing the County General Funds as follows:

from: **\$ 511,387.00**
to: **\$ 543,595.00**

and by changing the Parenting in Recovery Grant Funds as follows:

from: **\$ 99,857.00**
to: **\$ 143,587.00**

for a Maximum Agreement Total Amount of:

\$ 734,007.00

4.2 Fiscal Year Limitations. The Parties agree to amend Section 5.4.2, "Fiscal Year Limitations," by adding the following:

5.4.2-2010 **Fiscal Year Limitations - 2010 Renewal Term.** As to the 2010 Renewal Term, the Parties agree that, of the totals set forth in the Agreement as amended herein, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

County General Funds	
October 1, 2009 - September 30, 2010	<u>\$543,595.00</u>
Parenting in Recovery Grant Funds	
September 30, 2009 - September 29, 2010	<u>\$143,587.00</u>
Milburn Trust	
October 1, 2009 - September 30, 2010	<u>\$ 46,825.00</u>

5.0 INCORPORATION

5.1 County and Center hereby incorporate the Agreement, as amended, into this Amendment. Except for the changes made in this Amendment, County and Center hereby agree to all the terms and conditions of the Agreement as amended. The Agreement, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 This Amendment is effective August 1, 2010, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1

AMENDED ATTACHMENT C
AMENDED 2010 GENERAL FUND BUDGET

and

AMENDED ATTACHMENT C-1
AMENDED 2010 PARENTING IN RECOVERY BUDGET

ATTACHMENT C
2010 Budget System of Care MSO
PROGRAM BUDGET DETAIL - GENERAL FUND

Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		503,757.00		503,757.00
Other: MSO FEE (.0790817 of Specific Assistance to Individuals)		39,838.00		39,838.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$543,595.00	\$0.00	\$543,595.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$543,595.00	\$0.00	\$543,595.00

Note: Grand Total does not include program income

ATTACHMENT C.1
2010 Budget System of Care MSO
PROGRAM BUDGET DETAIL - PARENTING IN RECOVERY

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		136,749.00		136,749.00
Other: MSO FEE (.050004 of Specific Assistance to Individuals)		6,838.00		6,838.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$143,587.00	\$0.00	\$143,587.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$143,587.00	\$0.00	\$143,587.00

Note: Grand Total does not include program income

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TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-4185

Cyd V. Grimes 8/23/10
46

Approved by: _____ **Voting Session: August 31, 2010**

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING UPGRADES TO MAIN CONTROL PANEL AT THE COUNTY JAIL CENTRAL BOOKING AS FOLLOWS:

- A. APPROVE ORDER EXEMPTING THE PURCHASE OF MAIN CONTROL PANEL UPGRADE AT THE COUNTY JAIL CENTRAL BOOKING FACILITY FROM SECURE CONTROL SYSTEMS, LLC, FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (a)(2) OF THE COUNTY PURCHASING ACT.
- B. APPROVE CONTRACT AWARD FOR MAIN CONTROL PANEL UPGRADE AT THE CENTRAL BOOKING FACILITY FROM SECURE CONTROL SYSTEMS, LLC (TCSO)

Points of Contact:

- Purchasing:** Diana Gonzalez, Marvin Brice
- Department:** Sheriff's Office, Greg Hamilton, Sheriff; Mark Stefanov, P.E.
- 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.

The Sheriff's Office is requesting approval of an exemption order and contract award in the amount of \$170,000.00 to Secure Control Systems, LLC, for the procurement of Main Control Panel Upgrade at the Central Booking Facility located at 500 West 10th Street, Austin, Texas. This contract requires the vendor to provide all labor and materials necessary to provide installation of the main control panel.

The exemption is requested due to the critical time frame for completing the project. The project's construction affects security for the Travis County Central Booking Facility and, should the system fail, public safety will be compromised. The control panel has failed within the last 30 days, therefore expediency in procuring a replacement system for the current outdated system is required.

SI

Due to the sensitive nature of the work, because of its location, and in an effort to expedite this project, the exemption order and contract award are being presented concurrently for Court approval.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$170,000.00 fixed fee

Contract Type: Construction

Contract Period: 180 day

➤ **Solicitation-Related Information:**

Solicitations Sent: NA

Responses Received: NA

HUB Information: NA

% HUB Subcontractor: NA

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: Req. No. 505744
- Funding Account(s): 00137808248102
- Total Project Budget: \$256,575.00
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Diana
7-29-10
MBS

MEMORANDUM

TO: Marvin Brice, CPPB, Assistant Purchasing Agent
FROM: Darren Long, Major - Corrections *[Signature]*
DATE: Tuesday, July 27, 2010
SUBJECT: Central Booking Facility, CBF MAIN CONTROL PANEL UPGRADE, Bid Process Exemption

This memo is a request for an exemption to the competitive bid process for the project listed above. The estimated cost for this work is not to exceed \$165,000 as of the date of this memorandum. This is a request to use Secure Control Systems, LLC, for the controls portion amounts listed above. The bid exemption should be allowed in the Central Booking Facility specifically under:

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) (2) an item necessary to preserve or protect the public health or safety of the residents of the county;

Justification for the bid process exemption is due to the critical time frame for completing this project. The project's construction affects security for the Travis County Central Booking Facility and should the system fail, public safety will be compromised. Weekend before last a significant failure amplified the need for expediency in procuring a replacement system for the current outdated system. Secure Control Systems, LLC is currently mobilized to do very similar work installing a specified system at two Del Valle buildings. They are familiar with the requirements, can perform the work using the current specification with minimal modification, and will assure system continuity for the jail. Exemption from the bid process will expedite this work, critical to the Jail's continued secure operation.

Please contact me with any questions at x49348. Your assistance in this matter will be greatly appreciated.

Sheriff's Office Work Order number: 211345 & 212704
Sheriff's Office Requisition Request number: 4083 & 4097
TC Requisition: Check with TCSO Fiscal

CC: Sheriff's Office File
Maria Wedhorn (memo only)



PI655I01

TRAVIS COUNTY
Account Balance Inquiry

8/12/10
10:17:06

Fiscal Year	:	2010	
Account number	:	1-3780-824.81-02	
Fund	:	001	GENERAL FUND
Department	:	37	SHERIFF
Division	:	80	CENTRAL BOOKING
Basic activity	:	82	CAPITAL AQUISITION FUNDS
Sub activity	:	4	CORRECTIONS & REHAB
Element	:	81	CAPITAL OUTLAY
Object	:	02	PURCHSD SERV-BLDG IMPROVM
Budget	:	256,575	
Encumbered amount	:		.00
Pre-encumbered amount	:	241,875.00	
Expenditures	:		.00
Total expenditures	:	241,875.00	
Balance	:	14,700.00	

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000505744

REQUISITION BY: RON RIZZATO 512-854-5395 STATUS: AUDITOR APPROVAL DATE: 7/21/10
 REASON: CAPITAL CENTRAL BOOKING STEFANOZ 44192
 SHIP TO LOCATION: NOT APPLICABLE SUGGESTED VENDOR: 76386 SECURE CONTROL SYSTEMS LLC DELIVER BY DATE: 7/30/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	UPGRADE, MAIN CONTROL PANEL UPGRADE COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	100000.00	DOL	1.0000	100000.00	
2	RETRAINAGE FOR UPGRADE, MAIN CONTROL PANELS UPGRADE COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	65000.00	DOL	1.0000	65000.00	
3	UPS, PROCUREMENT, UNDER 28 VOLT INSTALLATION, WARRANTY AND COMMISSIONING CENTRAL BOOKING TO SUPPORT THE MAIN CONTROL CAMERA AND TOUCH SCREEN PANEL UPGRADES. COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: GEN BUILDING IMPROVEMENTS	20000.00	DOL	1.0000	20000.00	
REQUISITION TOTAL:					185000.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137808248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	100.00	100000.00
2	00137808248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	100.00	65000.00
3	00137808248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	100.00	20000.00
				185000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

7/23/10 CONTRACT? EMD RR.GMC
 PURCHASING IS GOING TO EITHER GO OUT FOR A
 NEW CONTRACT OR ADD IT ON TO AN EXISTING
 ONE-PER RON RIZZATO.GMC

**ORDER EXEMPTING PURCHASE OF
MAIN CONTROL PANEL UPGRADE AT THE CENTRAL BOOKING FACILITY
FROM COMPETITIVE PROPOSAL REQUIREMENTS OF THE
COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of an item necessary to preserve or protect the public health or safety of the residents of the county from the competitive bidding requirements of the County Purchasing Act, TEX. LOC. GOV'T CODE ANN. § 262.023; and

WHEREAS, the County desires to enter into a contract with Secure Control Systems, LLC, Inc. for the purchase of a main control panel upgrade at the central booking facility; and

WHEREAS, the purchase of the replacement of main control panel upgrade is necessary to preserve and protect the public health or safety of the residents of the county.

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of a replacement of main control panel upgrade is exempted from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOV'T CODE ANN. § 262.024(a)(2).

Signed and entered this _____ day of _____, 2010.

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 10K00280G

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 SECURE CONTROL SYSTEMS, LLC (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of MAIN CONTROL PANEL UPGRADE AT THE CENTRAL BOOKING FACILITY (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 MAIN CONTROL PANEL UPGRADE AT THE CENTRAL BOOKING FACILITY, Travis County Texas; 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 MAIN CONTROL PANEL UPGRADE AT THE CENTRAL BOOKING FACILITY, Travis County Texas, 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 \$100.00 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 **\$ 170,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$ 94,850.00** 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) **\$75,150.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office Department (TCSO), 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

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

By:  _____
Name: Brian C. Mikiten
Title: President
Date: 8/10/10

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

Cyrd V. Arnes 8/23/10
County Purchasing Agent



TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: _____

Cyd V. Grimes 8/23/10

Voting Session: Tuesday, August 31, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07T000060J, ARTHUR J. GALLAGHER, FOR AVIATION INSURANCE COVERAGE. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, Bill Paterson, 854-9650, 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: Danny Hobby, EMS Exec. Manager, 854-9367

➤ **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 aviation insurance coverage to the Travis County STAR Flight Eurocopter EC145 helicopters.

The modification will increase the policy premium for the additional aircraft added to the aviation insurance policy issued by the underwriter, Federal Insurance Company, through Arthur J. Gallagher. The aviation insurance policy covers the STAR Flight EC145 Eurocopter helicopters, to include coverage of liability for damages caused by the aircraft. The purchase of the aircraft was approved by the Commissioners Court on 2/23/10. The payment is a second additional premium due to the contractor in the amount of \$18,137.00 for providing full flight coverage effective 6/16/10, which is the date Travis County took full possession of the aircraft. The aircraft has been covered under the policy since February 24, 1020, at which time the first payment of \$28,244.00 (under Contract Modification No. 3) was approved by the Commissioners Court on May 4, 2010. The first payment authorized the aircraft to be added to the policy at time the aircraft was purchased. The contract amount will increase from \$247,906.00, to \$266,043.00.

Modification No. 3 was previously issued to add the new aircraft to the policy. It was approved by the Commissioners Court on May 4, 2010.

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Modification No. 2 was previously issued to exercise the second option period to extend the contract for twelve months, through September 30, 2010. It was approved by the Commissioners Court on September 29, 2009.

Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through September 30, 2009. It was approved by the Commissioners Court on September 2, 2008.

HRMD has funded Requisition No. 503698 which has been entered in HTE.

➤ **Contract Expenditures:** Within the last 12 months \$247,906.00 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: \$18,137.00 Fixed

Modification Type: N/A

Modification Period: February 24, 2010 through September 30, 2010

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 503698

Funding Account(s): 525-1140-522-4408

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified ___ by Auditor.

PURCHASE REQUISITION NBR: 0000503698

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: BUYER PROCESSING
REASON: PAYMENT

DATE: 6/25/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 70141 ARTHUR J GALLAGHER RISK MANAGE

DELIVER BY DATE: 6/30/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	POLICY CHANGE - AIRCRAFT LIABILITY N392TC INVOICE 112860 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: AVIATION INSURANCE PREM.	18137.00	DOL	1.0000	18137.00	INVOICE 112860
REQUISITION TOTAL:					18137.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224408 INSURANCE PREMIUMS Property		100.00	18137.00
				18137.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Arthur J. Gallagher RMS, Inc.
 14241 Dallas Parkway, Ste. 300
 Dallas, TX 75254
 (972)991-3700

Invoice

Client	Travis County 11390
Date	06/24/2010
Client Service	Jim Hunter Maria Patton
Page	1 of 1

Travis County
 314 W 11th
 Room 400
 Austin, TX 78701

Payment Information	
Invoice Summary	18,137.00
Payment Amount	
Payment for:	Invoice #112860 9957-0451-03

Thank you

Please detach and return with payment

Client: Travis County

Invoice	Effective	Transaction	Description	Amount
112860	06/16/2010	Policy change	Policy #9957-0451-03 10/01/2009-10/01/2010 Federal Insurance Company Aircraft Liability - Revert coverage on N392TC	18,137.00

Please Make Check Payable to "Arthur J. Gallagher Risk Management Services, Inc."; mail to 39715 Treasury Center Chicago, IL 60694-9700	Total
	18,137.00

Thank you

Arthur J. Gallagher RMS, Inc. (972)991-3700	Date
	06/24/2010

MODIFICATION OF CONTRACT NUMBER: 07T00006OJ, Aviation Insurance Coverage PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 13, 2010
ISSUED TO: Arthur J. Gallagher Risk Mgmt Svcs Inc. 14241 Dallas Parkway, Suite 300 Dallas, TX 75254	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: September 25, 2007
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2007-September 30, 2008</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2009 -September 30, 2010</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 201,506.00 Current Modified Amount \$ 266,043.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

- Section 2.1 of the contract is deleted and the following is inserted in its place:
 - The annual premium for each of the aircraft covered for the full initial contract term and all option terms shall be as follows for each of the aircraft unless redetermined in compliance with 2.2:

2005 EuroCopter EC-145, 6 seats

\$ 6,600,000	Insured Hull Value	\$103,149. each
\$25,000,000	CSL Liability	4,841. each
	War Hull Endorsement	1,642. each
	War Liability Endorsement	199. each

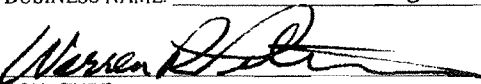
\$500,000 each person and each occurrence Medical Payments, including crew
Miscellaneous Expansion Coverage's – as listed in Attachment A
including Bambi Bucket use and rescue hoist

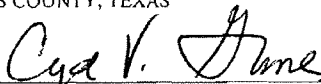
The premium for the coverage for the aircraft covered from February 24, 2010 is \$28,244, from the effective date until the end of the initial contract term, for the risks incurred during the completion of the avionics and medical package before the aircraft is placed in active service as an air medical provider.

The additional premium for the coverage for the aircraft covered from February 24, 2010 for the additional risks incurred as an active service air medical provider from June 16, 2010 until the end of the initial contract term, is \$18,137.

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>Arthur J. Gallagher Risk Management Services, Inc.</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
<u>Warren R. Petersen</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Area Chief Operating Officer</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. JONES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

MODIFICATION OF CONTRACT # 07T000060J,

PAGE 2 OF 2 PAGES

2. In **Attachment A, Section III. UNDERWRITING DATA**, section 1.0 is deleted and the following is inserted in its place:

1.0 Covered Aircraft

1.1 Effective October 1, 2009, the coverage is on the following aircraft.

1.1.1 2005 Eurocopter EC-145, License #N373TC, passenger capacity of six, with an insured value of \$6,600,000.

1.1.2 2005 Eurocopter EC-145, License #N378TC, passenger capacity of six, with an insured value of \$6,600,000.

1.2 Effective February 24, 2010 until June 16, 2010, the coverage is also on the following aircraft for the risks uncured during the completion of the avionics and medical package before the aircraft is placed in active service as an air medical provider at a reduced rate:

1.2.1 2008 Eurocopter EC-145, License #N392TC, passenger capacity of six, with an insured value of \$7,191,137.

1.3 Effective June 16, 2010, the coverage is also on the following aircraft for the additional risks incurred as an active service air medical provider:

1.3.1 2008 Eurocopter EC-145, License #N392TC, passenger capacity of six, with an insured value of \$7,191,137.

3. All other terms and conditions remain unchanged.



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: _____

Cyd V. Grimes 8/27/10 UMB

Voting Session: Tuesday, August 31, 2010

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO.1) TO CONTRACT NO. IL040278ML, AUSTIN STATE HOSPITAL (SHERIFF)

Points of Contact:

Purchasing: Michael Long, Marvin Brice

Department: SHERIFF'S OFFICE: Sheriff Greg Hamilton; Major Mark Sawa; Maria Wedhorn

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Interlocal agreement No. IL040278ML (Exhibit D) serves to reimburse Austin State Hospital (ASH) for environmental services and utilities. The annual contract amount is \$25,872.00 and is shared by the City of Austin.

Modification No. 1 will renew the agreement for a one-year period beginning September 1, 2010 and continuing through August 31, 2011.

- **Contract Expenditures:** Within the last 12 months \$19,404.00 has been spent against contract IL040278ML.

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Interlocal Agreement

Contract Period: June 1, 2004 – September 30, 2008

➤ **Contract Modification Information:**

Modification Amount: N/A

Modification Type: N/A

Modification Period: September 1, 2010 – August 31, 2011

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 001 340 5561 6102
- Comments: To be encumbered when budget is approved for FY '11

➤ **Statutory Verification of Funding:**

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



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

MEMORANDUM

TO: Mike Long
Purchasing Agent Assistant

FROM: Gloria Hoffman
Accountant Associate

THROUGH: Maria Wedhorn
Financial Analyst

DATE: August 12, 2010

SUBJECT: **Contract # IL040278ML Environmental and Maintenance Services
at Crisis Intervention Team Offices at Austin State Hospital**

The Travis County Sheriff's Office would like to exercise the option to extend the contract listed above for an additional 12 month period.

Expenditures will continue to be funded within General Fund 00137055616102

If you have any questions, please feel free to contact me at 854-5308.



Safety, Integrity, Tradition of Service

MODIFICATION OF CONTRACT NUMBER: IL040278ML-Service Agreement

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: **Michael Long**
TEL NO: (512) 854-4850
FAX NO: (512) 854-9185

DATE PREPARED:
August 23, 2010

ISSUED TO: Dept. of State Health Services
4110 Guadalupe St.
Austin, TX 78751
Attn:

MODIFICATION NO.:
1

EXECUTED DATE OF ORIGINAL CONTRACT:
September 30, 2008

ORIGINAL CONTRACT TERM DATES: 10/1/08-8/31/10 CURRENT CONTRACT TERM DATES: 9/1/10-8/31/11

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$25,872.00 Current Modified Amount N/A

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Upon execution of this modification, pursuant to Section VI, Term of Agreement:

1. The term of Agreement is renewed for an additional one-year term beginning September 1, 2010 and continuing through August 31, 2011.
2. Agreement to Renew form is attached on page 2.

Note to Vendor:

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME:

BY: **See page 2 for signature line approval**

SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

DBA
 CORPORATION
 OTHER

DATE: _____

TRAVIS COUNTY, TEXAS
BY: *Cyd V. Grimes*
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
8/24/10

TRAVIS COUNTY, TEXAS
BY: **See page 2 for signature line approval** _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

AGREEMENT TO RENEW
CONTRACT AGREEMENT FORM FOR
ENVIRONMENTAL AND MAINTENANCE SERVICES
AT CRISIS INTERVENTION TEAM OFFICES AT ASH

WHEREAS, the City of Austin and Travis County, as Receiving Parties, and the Austin State Hospital, as Performing Party, previously entered into a Contract Agreement Form for environmental and maintenance services for CIT offices at the Austin State Hospital, a copy of which is attached hereto and made apart hereof (the "Agreement"); and,

WHEREAS, the current term of the Agreement is scheduled to terminate on August 31, 2010; and,

WHEREAS, the Agreement provides that it is subject to renewal for 5 additional one year periods at the option of APD/TCSO with approval from Austin State Hospital; and,

WHEREAS, the City of Austin, Travis County, and the Austin State Hospital desire to renew the Agreement for an additional one-year period beginning upon the expiration of the current term and continuing through August 31, 2011;

NOW, THEREFORE, IT IS AGREED THAT:

1. The term of the Agreement is renewed for an additional one-year term beginning upon the expiration of the current term and continuing through August 31, 2011.
2. Except for the term renewal described herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

RECEIVING PARTIES:

PERFORMING PARTY:

TRAVIS COUNTY

AUSTIN STATE HOSPITAL

By: _____
Samuel T. Biscoe, County Judge

By: _____
Carl Schock, Superintendent

Date: _____

Date: _____

CITY OF AUSTIN

By: _____

Date: _____

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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 8/23/10

Voting Session: Tuesday, August 31, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 06T000610J, LIFE INSURANCE CO. OF NORTH AMERICA, FOR THE PROVISION OF VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) COVERAGE FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD Dan Mansour, 854-9499, Cindy Purinton, 854-9626

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 for the provision of an optional 100% Voluntary AD&D Coverage for Travis County employees. The Voluntary AD&D coverage is in addition to the basic life and AD&D coverage paid by Travis County. The product is completely optional and fully paid by the employees. The Commissioners Court approved the contract award on November 1, 2005.

The modification will extend the Voluntary AD&D Coverage, with Life Insurance Co. of North America, for an additional twelve (12) months, through September 30, 2011. The rates, which have been the same for the past five (5) years, will remain unchanged for this period also. The services are being provided by Life Insurance Co. of North America.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2010. It was approved by the Commissioners Court on July 28, 2009.

12/1

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2009. It was approved by the Commissioners Court on September 30, 2008.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on July 31, 2007.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 5, 2006.

There are no County funds expended on this contract. Funds are 100% paid by the County employees.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Annual Contract

Contract Period: October 1, 2010 through September 30, 2011

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: No County funds. This is 100% paid by County employees.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



Human Resources Management Department

1010 Lavaca

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-3128

August 3, 2010

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk and Benefits Manager, HRMD *Dan*
Cindy Purinton, Benefit Administrator, HRMD *CP*

SUBJECT: Contract 06T000610J
Voluntary Accidental Death & Dismemberment
CIGNA Insurance Company

RECEIVED
TRAVIS COUNTY
AUG - 5 AM 9:08
PURCHASING
OFFICE

Please prepare a renewal modification for the above insurance with CIGNA Insurance. We wish to exercise the option to renew this contract for the FY11 year. See attached letter from Cigna.

This is a voluntary product fully paid by employees.
Expense line is 898-0000-205-5800

If you have any questions please call Dan at X49499.

Joy Horvath
Senior Account Manager



2700 Post Oak Blvd, Suite 700
Houston, TX 77056
Telephone 713-576-4373
Facsimile 713-576-4506
joy.horvath@cigna.com

May 14, 2007

Mr. Dan Mansour
Risk Manager
Travis County
PO Box 1748
Austin, TX 78767

RE: **Travis County**
Accident Policy OK-960892

Dear Mr. Mansour:

On behalf of Life Insurance Company of North America, a CIGNA underwriting company, I am happy to advise that we can hold your current rates on the above referenced policy from 10/1/2008 to 10/1/2011.

CIGNA Group Insurance values our partnership and looks forward to continuing this relationship. Please let me know if you have any questions.

Sincerely,

Joy Horvath

Joy Horvath

MODIFICATION OF CONTRACT NUMBER: 06T000610J, VOLUNTARY AD&D (Cigna) PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 6, 2010
ISSUED TO: Life Insurance Co. of North America Attn: David T. Evans 1601 Chestnut Street Philadelphia, PA 19192-2235	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: November 1, 2005
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2005 – September 30, 2007</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2010 – September 30, 2011</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ N/A Current Modified Amount \$ N/A

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This amendment number five to Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage is made by the following parties:
Life Insurance Company of America, a Pennsylvania corporation (“Company”) and Travis County, Texas (“County”).

RECITALS

County and Company entered into a contract for Voluntary Accidental Death or Dismemberment Coverage for county employees that began October 1, 2005.

Section 2.02 Term of Agreement of the Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage grants County the option to extend this agreement for two additional one year periods, with all terms and conditions remaining unchanged except the Agreement Period. County and Company agreed to increase the options to extend to a total of five additional one year periods.

AGREEMENT

1.0 EXERCISE OF OPTION

1.1 Pursuant to Section 2.02 Term of Agreement of the Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage as amended, County exercises its fifth option to extend this agreement for the one year period from October 1, 2010 through October 1, 2011.

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.

LIFE INSURANCE CO. OF NORTH AMERICA	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u><i>Joseph A. Alizio</i></u> SIGNATURE Joseph A. Alizio	DATE: <u>8/17/2010</u>
TITLE: <u><i>Regional Sales Manager</i></u> ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: <u>8/23/10</u>
BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

2.0 RATES

2.1 The rates for the fifth option periods are as follows:

TYPE OF COVERAGE	RATE APPLICATION	FIFTH OPTION YEAR
Employee Only	Per \$1,000 of Coverage	\$.025
Family (Employee, Spouse, Children)	Per \$1,000 of Coverage	\$.042

4.0 INCORPORATION OF CONTRACT

4.1 County and Company incorporate this amendment into the Agreement with Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage. County and Company ratify all of the terms and conditions of the Agreement.

5.0 EFFECTIVE DATE

5.1 The changes in this amendment are effective October 1, 2010.

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TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 8/23/10 vls

Voting Session: Tuesday, August 31, 2010

REQUESTED ACTION: APPROVE WORK ORDER #2010-01 TO INTERLOCAL AGREEMENT WITH AUSTIN ENERGY, IL000106-JG, FOR ENERGY SERVICES. (FMD)

Points of Contact:

Purchasing: John E. Pena; Marvin Brice

Department: Facilities Management Department, Roger A. El-Khoury, M.S., P.E., Director; John F. Carr, Administrative Director

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.

In February of 2000, the Interlocal Agreement (IL) was put in place to have Austin Energy perform energy conservation measures on behalf of Travis County at various customer facilities owned or leased by the county.

Since 2000, seven (7) work orders have been issued against this IL and have resulted in annual energy savings of approximately \$130,834.27 over the course of the previous 10 years since the IL was put in place. The last work order (Work Order No. 7) was issued in September 2004.

This Work Order, #2010-01, will be the first work order for Fiscal Year 2010 and will be the 8th Work Order against the contract, and continues the original efforts of the IL for determining energy savings opportunities. Work Order #2010-01 is for performing engineering and technical services which are required for the preparation and submission of an *Initial Assessment for Continuous Commissioning*[®] *Energy Assessment Report* (energy audit) for the Blackwell-Thurman Criminal Justice Center (CJC). Following completion of this phase, a second work order against the IL will be submitted to implement the recommendation with an expected payback within two years or less. Austin Energy will contribute up to \$10,000 against the implementation work order upon completion.

2/1

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

Not applicable

➤ **Contract-Related Information:**

Modification Amount: \$22,500.00
Contract Type: Interlocal
Contract Period: 42 Calendar Days

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 507160
- Funding Account(s): 001-1405-821-6099

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___, Not Verified ___, by Auditor.

COPY



*John
8-10-10
YJB*

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: CJC-36-10F-4M
FILE: 102

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: John F. Carr, Administrative Director

DATE: August 5, 2010

SUBJECT: Study/Implementing Energy Efficiency Recommendations - CJC
Work Order #2010-01
Interlocal Agreement #IL000106-JG

John F. Carr
Roger A. El Khoury
FACILITIES MANAGEMENT DEPARTMENT
AUG 5 11 41 AM '10
COUNTY OF TRAVIS
TECHNICAL SERVICES DIVISION

Facilities Management Department (FMD) requests your assistance in obtaining approval for the attached Work Order #2010-01 against the interlocal agreement (IL000106-JG) for energy services between Austin Energy and Travis County. Austin Energy and Travis County entered into this interlocal agreement on February 29, 2000, and on May 25, 2010, both parties executed an extension of the agreement to have it remain available through February 29, 2020. Over the past ten-year period, Austin Energy has executed approximately seven work orders for Travis County providing various energy efficiency improvement services, with the majority being for the relamping of our facilities with more efficient light fixtures, lamps and emergency exit signs. This new work order #2010-01 is the first of two work orders that will be required to execute the FY 2010 approved project to Study and then Implement Energy Efficiency Recommendations at the Criminal Justice Center.

Austin Energy will perform the work order requirements through their existing Interlocal Agreement with the Texas A&M University's Energy Systems Laboratory (Texas Engineering Experiment Station ("TEES")), who will perform engineering and technical services required for the preparation and submission of an Initial Assessment for Continuous Commissioning[®] energy assessment report (energy audit) for the Criminal Justice Center. The fee for this assessment phase is \$22,500. Following completion of this phase, a second work order against the interlocal will be submitted to implement the recommendations that have a simple payback of two years or less. Austin Energy will contribute up to \$10,000 against the implementation work order. Funding for the project is located in 001-1405-821-6099. Requisition #507160 in the amount of \$22,500 has been loaded in the system for Work Order #2010-01. Performance period for this work order is 42 calendar days.

This request is being forwarded along with the supporting documents for approval. If approved, please return one copy of the signed work order with the appropriate purchase order contract to Austin Energy. If you have any questions on this request, please contact John Carr at 44772.

COPY

ATTACHMENTS:

1. Three signed originals of Work Order #2010-01

COPY TO:

Amy Draper, CPA, Financial Manager, FMD

Fraser Gorrell, Construction Coordinator, FMD

Lloyd Evans, Maintenance Division Director, FMD

Marvin Brice, Assistant Purchasing Agent, Purchasing Office

GM200I13

TRAVIS COUNTY

8/20/10
10:12:19

Fiscal Year 2010

Account Balance Inquiry

Account number : 1-1405-821.60-99
 Fund : 001 GENERAL FUND
 Department : 14 FACILITIES MANAGEMENT
 Division : 05 PROJECT MANAGEMENT SVCS
 Activity basic : 82 CAPITAL AQUISITION FUNDS
 Sub activity : 1 GENERAL GOVERNMENT
 Element : 60 OTHER PURCHASED SERVICES
 Object : 99 OTHER

Original budget	120,000	
Revised budget	134,573	08/17/2010
Actual expenditures - current	1,225.00	
Actual expenditures - ytd	9,670.98	
Unposted expenditures00	
Encumbered amount	3,662.40	
Unposted encumbrances00	
Pre-encumbrance amount	22,500.00	
Total expenditures & encumbrances:	37,058.38	27.5%
Unencumbered balance	97,514.62	72.5

F5=Encumbrances F7=Project data F8=Misc inquiry
 F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

PURCHASE REQUISITION NBR: 0000507160

REQUISITION BY: AMY DRAPER 854-9040

STATUS: READY FOR BUYER PROCESS
 REASON: NEW PO - CJC ENERGY EFFICIENCY STUDY

DATE: 8/05/10

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 49559 AUSTIN ENERGY

DELIVER BY DATE: 12/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EXECUTE WORK ORDER #2010-01 TO PROVIDE STUDY AND RECOMMENDATION FOR ENERGY EFFICIENCY IMPROVEMENTS AT CRIMINAL JUSTICE CENTER (CJC) AND ADJACENT CENTRAL UTILITY PLANT. WORK TO BE COMPLETED WITHIN 42 CALENDAR DAYS OF NOTICE TO PROCEED (NTP) POC: JOHN CARR 854-4772 COMMODITY: MISC. PROFESSIONAL SVCS 961 SUBCOMMOD: ENVIRONMENTAL IMPACT 032	22500.00	DOL	1.0000	22500.00	
REQUISITION TOTAL:					22500.00	

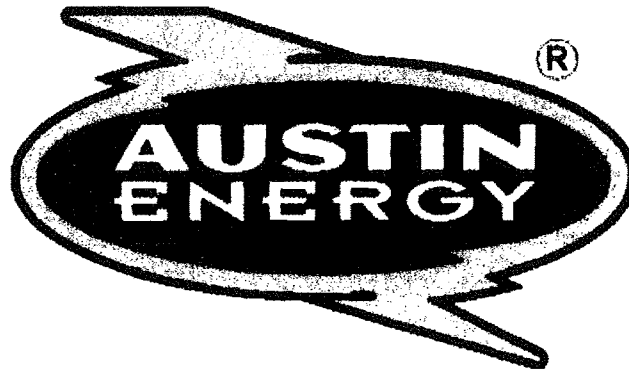
A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114058216099	OTHER PURCHASED SERVICES OTHER	100.00	22500.00
				22500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Work Order #2010-01

**For
Energy Services
Between
The City of Austin (“City”)
And
Travis County, Texas (“County”)**



Work Order #2010-01
For
Energy Services
Between
The City of Austin (“City”)
And
Travis County, Texas (“County”)

In compliance with the terms and conditions of the Interlocal Agreement between City and County, County hereby authorizes and instructs Austin Energy (“AE”) to perform the following scope of work:

Work Order Description: AE will procure the services of Texas A&M University’s Energy Systems Laboratory (Texas Engineering Experiment Station (“TEES”)), through an existing Interlocal Agreement, to perform engineering and technical services required for the preparation and submission of an Initial Assessment for Continuous Commissioning^{®1} (“CC[®]”) energy assessment report (energy audit) for the Travis County Criminal Justice Complex (approximately 232,000 sq.ft. and adjacent central utility plant). TEES or its CC[®] licensees are the sole providers of CC[®] services to AE in the delivery of the Building Tune-Up Program (“BTUP”) offered to its commercial electric customers. This work order is consistent with and supports the goals of the BTUP offered to AE’s commercial customers.

It has been determined through preliminary investigation, a building walk-through, and through discussions with staff that opportunities do exist to reduce utility cost and electric demand through the implementation of the CC[®] process. TEES has a track record of successful implementation of CC[®] in numerous government and commercial facilities throughout the county.

Responsibilities of AE

1. Execute work order between AE and TEES for Initial Assessment.
2. Provide a proposal to County to implement recommended CC[®] measures in their Criminal Justice Complex.
3. Respond to review questions as required.

Responsibilities of County

1. Follow guidelines of BTUP Overview (Attachment A).
2. Facilitate on-site visits by TEES with County representatives to discuss project expectations and define a preliminary project scope.

¹ Continuous Commissioning[®] and CC[®] are registered trademarks of the Texas Engineering Experiment Station (TEES), the Texas A&M University System, College Station, Texas

3. Follow guidelines of Statement of Services (Attachment B).
4. Provide access to building energy using systems, plans, specifications, operating schedules, and other information necessary to complete commissioning activities.
5. Assist as necessary to gather heating, ventilation and air conditioning ("HVAC") equipment, building information, electric billing data, and other metered data as necessary to perform the Initial Assessment.
6. Implementation of recommended CC[®] measures having a simple payback of 2 years or less.
7. Provide feed back to AE on recommended measures.
8. Report back to AE the recommended measures actually implemented with estimated to energy and cost savings.

Completion Date: Initial assessment report within 6 weeks of contract execution.

Payment: County will compensate AE for the work described herein by TEES in the amount of \$22,500.00 for the services described above and as detailed in Attachment B within 30 days of receipt of Initial Assessment Report.



AE

By: _____

Title: Karl R. Rabago, VP, DES

Date: 29 July 2010

County

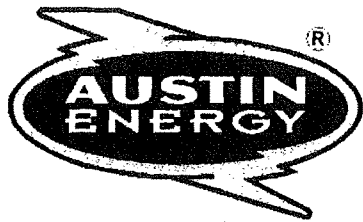
By: _____

Title: Travis County Judge

Date: _____

Attachment A

Building Tune-Up Program Overview



Building Tune-Up Program Overview

Program Overview

AE is offering its commercial and industrial customers, or their building owners, the opportunity to make significant operational performance improvements in their buildings by participating in the BTUP. Eligible building owners can receive the benefit of an AE-funded buy-down for implementing the CC[®] program offered by the TEES Energy Systems Laboratory located at Texas A&M University.

The BTUP is designed to achieve demand and energy savings in commercial and industrial buildings served by AE. Typical savings may be 15 – 20 % annually with a 2 year payback. Energy savings and demand reductions are realized through the systematic optimization of building systems and controls and implementation of low-cost or no-cost measures targeted to improve HVAC system energy use and, in many cases, improve occupant comfort. For more detailed program information, contact the BTUP administrator, Russell Shaver at (512) 482-5304 or russell.shaver@austinenergy.com.

Customer and Facility Eligibility

To help achieve the program cost-effectiveness criteria, program participants are required to meet the following minimum eligibility requirements:

- Participants must purchase retail electricity from AE, under a retail demand tariff or be the owner of a building with a retail demand customer served by AE.
- The building or facility must possess a minimum of 100,000 square feet of conditioned space and have a minimum summer peak demand of 200 kW.
- The building or facility must have a dedicated in-house operations and maintenance staff or contractor available to continually support the project implementation.
- The building owner must enter into an agreement with AE for an Initial Assessment Report of the potential savings and implementation cost for CC[®] of the facility.
- The Building owner must provide a copy of the initial assessment report to AE at the time of application for CC[®].
- The building owner must enter into a formal agreement with AE and TEES to implement the recommendations outlined in the Initial Assessment Report that have a simple payback of two (2) years or less after AE conservation rebates are applied, if applicable.

Although most buildings can benefit from a building tune-up, the best candidate buildings have the following characteristics:

- The building is equipped with an energy management control system that has a substantial number of monitoring and control points.
- The HVAC and control systems are free of major problems requiring costly repairs, replacements or major equipment upgrades.
- Building mechanical plans and equipment schedules are readily accessible.
- The building size is 100,000 square feet or greater.
- The building has high, normalized peak demand (Watts/square foot) and normalized annual energy costs (\$/square foot per year).
- Building and/or zones have persistent “hot and cold calls.”

Based on the above considerations, County, AE and TEES will jointly determine if the facility is a good candidate for this program.

Funding and Conservation Rebates

Program funding and conservation rebates are provided to participants in two ways:

- Incentives are provided for an actual building tune-up through an existing agreement between AE and TEES. County will pay AE the full cost of CC[®] implementation as determined in the Initial Assessment by TEES, minus any incentives (a maximum of \$10,000). The amount of funding and the application process is referenced elsewhere.
- Conservation rebates are provided to offset the cost of implementing demand saving measures identified in the Initial Assessment that meet AE current conservation rebate program guidelines.

Pre-approved Service Providers

Currently, AE and TEES have an existing agreement for the implementation of CC[®] services; consequently TEES or its CC[®] licensees are the only approved service providers for this program.

Program Process

The program process for each building tune-up project follows the basic program phases:

1. Initial CC[®] Assessment Phase
2. CC[®] Implementation Phase
3. Verification Phase

Initial Assessment Phase

The program begins with the joint meeting between TEES, AE, and County. During the meeting and subsequent walk-through, it will be jointly determined whether the building is a good candidate for participation. If the building is a good candidate, then County and City enter into an agreement to complete an initial assessment.

During the Initial Assessment phase, AE will assist by providing electric billing data as well as 15-minute demand where available. If additional 15-minute demand data is required, any costs associated with obtaining the data is the County's responsibility.

During the Initial Assessment phase, TEES, with assistance from the building facility staff, will conduct a site assessment to develop an in-depth understanding of the building systems and condition of the HVAC systems and controls. Investigation phase activities may include:

- Gathering mechanical drawings, energy use, operational and equipment data to assess building HVAC operation prior to an on-site visit.
- Developing a diagnostic and calculation plan to direct the TEES investigation effort.
- Conducting field measurements and data collection to determine scheduling and loading and to support engineering calculations.
- Assessing the Operations and Maintenance of the facility and outstanding deferred maintenance items, if any, as well as the need for energy efficiency upgrades to the building HVAC and control systems.
- Assessing the cost to correct identified opportunities, optimize energy use and comfort and calculating the corresponding simple payback period.

Developing a proposed post-implementation verification procedure (i.e., visual inspections, spot measurements, trend logging and/or tracking monthly utility billings) to be used to verify savings for major recommended measures.

After completing the Initial Assessment Phase, TEES, AE and County will review the recommendations and develop a plan for implementation of recommended measures.

County will compensate AE for Initial Assessment Services. AE will compensate TEES for Initial Assessment Services.

CC[®] Implementation

Ultimately, the implementation of the selected measures is the responsibility of County utilizing the services of TEES.

County will submit an application to AE complete with the following:

- Completed program application.
- A copy of the initial assessment.
- A copy of the CC[®] implementation agreement with AE/TEES.

Verification Phase

During the Verification Phase, TEES will visit the site to verify that measures have been properly implemented, new control strategies are in place and appropriate repairs have been made, etc. An analysis of energy savings from a building tune-up will also be conducted by TEES for County and AE. Following that, TEES submits an Implementation Verification Report to AE that summarizes its findings with revised savings estimates.

AE/County Compensation Amounts

Participant will compensate AE for completed CC[®] implementation activities minus any incentives up to \$10,000.

AE/TEES Compensation Amounts

AE will Compensate TEES for completed CC[®] implementation activities. The amount is limited to one assessment per site per year.

Attachment B

Statement of Services

ASSESSMENT FOR CONTINUOUS COMMISSIONING[®] OPPORTUNITIES OF TRAVIS COUNTY CRIMINAL JUSTICE CENTER

STATEMENT OF SERVICES

ASSESSMENT FOR CC[®] OPPORTUNITIES OF TRAVIS COUNTY CRIMINAL JUSTICE CENTER

The Energy Systems Laboratory (“ESL”) and its subcontractor will conduct an on-site assessment for CC[®] opportunities in the Travis County Justice Center (approximately 232,000 sq. ft and adjacent central utility plant.) located in Travis County, Austin, Texas as part of the AE BTUP. The purposes of the assessment are to evaluate HVAC and control system opportunities to lower utility demand and operating costs, improve building energy performance, and to determine the cost and potential energy savings from implementing CC[®].

The on-site initial assessment activities for each facility will consist of the following:

- Measurements (temperature, relative humidity, and CO₂) to assess initial comfort conditions;
- Measurements of representative air handling unit controls and operation;
- Analysis of electricity, chilled water, and gas energy use profiles;
- Analysis of HVAC systems to reduce energy use;
- Analysis of central utility plant in the Faulk Building to reduce energy use;
- Analysis of chilled and hot water operation, pumping, controls, and distribution systems;
- Survey of adjacent data centers' cooling system and set points to reduce energy use;
- Survey of building controls operation, sequence of operations, etc., and;
- Identification of potential energy retrofit improvements for HVAC and controls.

It is anticipated that 2-3 days will be required on-site, by an ESL licensed CC[®] firm, consisting of a two-man team of commissioning engineers, working closely with County facility staff and AE. The CC[®] engineers will need access to all mechanical rooms, air handlers and building space to take the measurements and will need close interaction with the buildings controls specialist for the building automation systems.

Available drawings of the mechanical systems should be supplied, as well as the HVAC controls sequence, and energy billing [electricity and natural gas] for the previous 24 months if available. Supplying this information prior to our initial visit, will help expedite the assessment process.

Deliverables:

1. CC[®] Assessment Report containing:
 - a. List of recommended commissioning measures,
 - b. Preliminary list of deferred HVAC-related maintenance items, identified for repair/replacement,
 - c. Potential energy and cost savings from implementing CC[®], and
 - d. Estimated simple payback for implementing CC[®], and
 - e. List of potential energy retrofits opportunities, if any.
2. Presentation, usually by telecom, to County and City representatives, within 14 days of acceptance of CC Assessment report(s).

17 ✓



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 8/24/10 YMB

Voting Session: Tuesday, August 31, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR FY2010 HMAC OVERLAY PROGRAM, IFB NO. B100253-JE, TO THE LOW BIDDER'S APAC-TEXAS, INC., GROUP'S A, B, C & D (PRECINCTS 1 THRU 4) AND J. D. RAMMING PAVING COMPANY, LTD, GROUP'S E, F & G (LCRA/TRAVIS COUNTY PARKS PROJECTS, CITY OF LAKEWAY, & CITY OF ROLLINGWOOD, RESPECTIVELY. (TNR).

Points of Contact:

Purchasing: John E. Pena; Marvin Brice

Department: Transportation and Natural Resources, Joe Gieselman, Executive Manager; Don Ward, Division Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Solicitation Number B100253-JE, 2010 HMAC Overlay Program was issued on July 2, 2010. This project consist of services for the HMAC Overlay for Asphalt Installation in Precinct 1 (Group A), Precinct 2 (Group B), Precinct 3 (Group C), Precinct 4 (Group D), LCRA/Travis County Parks Projects (Group E), City of Lakeway (Group F) and the City of Rollingwood (Group G).

Of the total thirty-nine (39) bids solicited, four (4) were received in response to this solicitation when subject IFB's were opened on July 28, 2010 at 2:00 P.M. TNR has reviewed the bids and recommends awarding, with Purchasing Office's concurrence, HMAC Overlay Services to APAC-Texas, Inc. and J. D. Ramming Paving Company, Ltd. as follows:

**APAC-Texas,
Inc.**

Group A	Precinct 1	\$1,087,395.00
Group B	Precinct 2	\$499,377.39
Group C	Precinct 3	\$380,794.80
Group D	Precinct 4	<u>\$568,078.68</u>
Total Recommendation for Award		<u>\$2,535,645.87</u>

**J.D. Ramming
Paving Company,
Ltd. ***

Group E	LCRA/Travis County Parks Project	\$257,744.50
Group F	City of Lakeway	\$254,114.30
Group G	City of Rollingwood	<u>\$88,250.75</u>
Total Recommendation for Award		<u>\$600,109.55</u>

* Award recommendation and acceptance correspondence has been received from the City of Lakeway and the City of Rollingwood, including correspondence from LCRA which is forthcoming. Likewise, funding from these organizations is forthcoming, and until such time no work will be accomplished against this contract by said contractor until receipt and verification of funds has been completed. (J.D. Ramming Paving Company, Ltd. Groups E, F & G).

Contract Expenditures: Within the last 12 months, \$3,328,249.68 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Total Award Amount: \$3,135,755.42

(APAC-Texas, Inc.: \$2,535,645.87)

(J.D. Ramming Paving Company, Ltd.: \$600,109.55)

Contract Type: Construction

Contract Period: Thru the end of October, 2010 and extend if necessary.

➤ **Solicitation-Related Information:**

Solicitations Sent: 39

Responses Received: 4

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: Attached are the contracts for APAC-Texas, Inc. Contracts for J. D. Ramming Paving Company, Ltd., are being routed for signature and will be forwarded upon receipt.

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 502739

Funding Account(s) as follows:

Precinct No.	Account Number	Com/Sub	Amount
1	405-4941-808-8164	968/053	\$ 202,835.00
1	506-4941-808-8164	968/053	\$ 101,402.00
1	513-4941-808-8164	968/053	\$ 170,997.00
1	517-4941-808-8164	968/053	\$ 612,161.00
		Sub Total	\$ 1,087,395.00
2	517-4941-808-8164	968/053	\$ 499,377.39
		Sub Total	\$ 499,377.39
3	517-4941-808-8164	968/053	\$ 380,794.80
		Sub Total	\$ 380,794.80
4	517-4941-808-8164	968/053	\$ 568,078.68
		Sub Total	\$ <u>568,078.68</u>
		TOTAL	\$ <u>2,535,645.87</u>

Precinct No.	Account Number	Com/Sub	Amount
LCRA/Travis County Parks Projects	TBD	968/053	\$ 257,744.50
		Sub Total	\$ 257,744.50
City of Lakeway	TBD	968/053	\$ 254,114.30
		Sub Total	\$ 254,114.30
City of Rollingwood	TBD	968/053	\$ 88,250.75
		Sub Total	\$ 88,250.75
		TOTAL	<u>\$600,109.55</u>

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified X, Not Verified ___ by Auditor.



*John
8.18.10*

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

RECEIVED
 TRANSPORTATION
 AUG 16 PM 3:10
 PURCHASING

August 12, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

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

SUBJECT: Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2010 HMAC Overlay Program

Proposed Motion: Award construction service contract for the above project in the amount of \$2,535,645.87 to the apparent low bidder APAC-Texas, Inc.

Summary and Staff Recommendation: On Wednesday, July 28, 2010, Travis County received bids from four vendors in response to IFB B100253-JE. TNR has reviewed the bids and would like to award the construction contract to the apparent low bidder APAC-Texas, Inc. for \$2,535,645.87 for work in Precinct 1, 2, 3, and 4. The \$2,535,645.87 is encumbered under requisition number 502739.

Budgetary and Fiscal Impact: The account numbers for this work are as follows:

Precinct 1

Account Number	Project Number	Comm / Sub-comm	Amount
405-4941-808-8164	COR001	968/053	\$ 202,835.00
506-4941-808-8164	COR001	968/053	\$ 101,402.00
513-4941-808-8164	COR001	968/053	\$ 170,997.00
517-4941-808-8164	COR001	968/053	\$ 612,161.00
Total Precinct 1			<u>\$1,087,395.00</u>

Page 2

August 12, 2010

Award Construction Contract for the FY 2010 Hot Mix Overlay

Precinct 2

Account Number	Project Number	Comm / Sub-comm	Amount
517-4941-808-8164	COR001	968/053	\$ 499,377.39
Total Precinct 2			<u>\$ 499,377.39</u>

Precinct 3

Account Number	Project Number	Comm / Sub-comm	Amount
517-4941-808-8164	COR001	968/053	\$ 380,794.80
Total Precinct 3			<u>\$ 380,794.80</u>


Precinct 4

Account Number	Project Number	Comm / Sub-comm	Amount
517-4941-808-8164	COR001	968/053	\$ 568,078.68
Total Precinct 4			<u>\$ 568,078.68</u>

Required Authorizations: Planning and Budget, County Attorney's Office, Auditor's Office.

Exhibits: Bid tabulation summary.

BC:JPG:bc

Copy:  Jessica Rio, Planning & Budget Office
 John Peña, Purchasing
 Hannah York, Auditors
 Don Ward, TNR
 Brunilda Cruz, TNR



CITY OF ROLLINGWOOD

403 Nixon Drive
Rollingwood, TX 78746
(512) 327-1838 Fax (512) 327-1869

August 19, 2010

Mr. Donald W. Ward, P. E.
Director, Road Maintenance and Fleet Services
411 West 13th Street
Executive Office Building, 11th Floor
Austin, Texas 78701

Dear Don:

Based on City Council action last night, the City of Rollingwood hereby confirms and accepts the bid from Ramming Paving in the amount of \$88,250.75 for the City of Rollingwood Overlay Interlocal under the Travis County 2010 HMAC Program.

Please accept the enclosed check in the amount of \$97,075.83, including an additional 10% for the County administration of the contract, as part of our confirmation.

We look forward to the construction conference and the scheduling of this important project for our small city.

Thank you very much for your continuing assistance in this project on our behalf.

Sincerely,

William C. Hamilton
Mayor

Attachment

cc: Mayor Pro Tem Shanthi Jayakumar

CODE 9173

RECEIVED

AUG 19 2010

CITY MANAGER
Steve Jones

TNR

DEPUTY CITY MANAGER
Chessie Blanchard



MAYOR
David P. DeOme

MAYOR PRO TEM
Dee Ann Burns-Farrell

COUNCILMEMBERS
Joe Bain
Bruce Harris
Dave Taylor
Alan Tye
Dennis Wallace

August 17, 2010

Donald W. Ward, P.E.
Travis County
Road Maintenance Division
P.O. Box 1748
Austin, TX 78767

Re: Street Overlay Contract 2010

Dear Don:

Please accept this letter as the City of Lakeway's request and authorization for Travis County to award a contract on our behalf in the amount of \$254,114.30 for HMAC overlay. I also acknowledge that there will be an additional ten percent administrative fee payable to Travis County for this work.

The City of Lakeway sincerely appreciates our partnership with Travis County on this annual street over project. Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "S. Jones".

Steve Jones
City Manager

CC: Paul Duncan
David Ferry
Julie Oakley
Dan Roark

**TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS
 BID TABULATION FORM**

BID NO.:	B100253-JE	BID DATE:	7/28/2010	BIDS SOLICITED:	39
DESCRIPTION:	2010 HMA Overlay Program	OPEN TIME:	2:00 PM	BIDS RECEIVED:	4
DEPARTMENT:	TNR	BIDS EXPIRE:	10/27/2010	HUBS SOLICITED:	6
CONTACT/NO.:	D.Ward / x49317			HUBS RECEIVED:	0

PRECINCT 1 (Group A)

BIDDERS NAME	APAC-TEXAS, INC.				ASPHALT PAVINGS				HUNTER INDUSTRIES, LTD				RAMMING PAVING			
	Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items	
LINE ITEM																
1A	\$257,535.00	A1	\$234,643.00		\$0.00	A1	\$0.00	\$427,336.41	A1	\$396,031.60		\$312,475.80	A1	\$312,475.80		
2A	\$928,449.60	A2	\$848,103.00		\$0.00	A2	\$0.00	\$1,392,674.40	A2	\$1,285,545.60		\$1,004,332.50	A2	\$1,004,332.50		
3A	\$2,800.00	XX	XXXXXXXXXXXXXX		\$0.00	XX	XXXXXXXXXXXXXX	\$6,238.40	XX	XXXXXXXXXXXXXX		\$2,800.00	XX	XXXXXXXXXXXXXX		
4A	\$1,849.00	XX	XXXXXXXXXXXXXX		\$0.00	XX	XXXXXXXXXXXXXX	\$2,607.09	XX	XXXXXXXXXXXXXX		\$1,849.00	XX	XXXXXXXXXXXXXX		
GROUP-A BASE BID & ADD ALT TOTAL	\$1,190,633.60		\$1,082,746.00		\$0.00		\$0.00	\$1,828,856.30		\$1,681,577.20		\$1,321,457.30		\$1,316,808.30		
LOWEST BID BY LINE ITEM	BASE BID ITEMS: 3A & 4A ADD ALT: A1 & A2				BASE BID ITEMS: N/A ADD ALT: N/A				BASE BID ITEMS: 3A & 4A ADD ALT: A1 & A2				BASE BID ITEMS: 1A, 2A, 3A & 4A ADD ALT: No Change			
LOWEST TOTAL (Base and Add Alt)	\$1,087,395.00				\$0.00				\$1,690,422.69				\$1,321,457.30			

PRECINCT 2 (Group B)

BIDDERS NAME	APAC-TEXAS, INC.				ASPHALT PAVINGS				HUNTER INDUSTRIES, LTD				RAMMING PAVING			
	Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items	
LINE ITEM																
1B	\$124,759.50	B1	\$114,027.50		\$0.00	B1	\$0.00	\$203,129.93	B1	\$188,427.09		\$144,640.53	B1	\$144,640.53		
2B	\$408,721.93	B2	\$373,605.01		\$0.00	B2	\$0.00	\$614,546.10	B2	\$568,699.01		\$434,084.15	B2	\$434,084.15		
3B	\$1,320.00	XX	XXXXXXXXXXXXXX		\$0.00	XX	XXXXXXXXXXXXXX	\$2,940.96	XX	XXXXXXXXXXXXXX		\$1,320.00	XX	XXXXXXXXXXXXXX		
4B	\$873.00	XX	XXXXXXXXXXXXXX		\$0.00	XX	XXXXXXXXXXXXXX	\$1,230.93	XX	XXXXXXXXXXXXXX		\$873.00	XX	XXXXXXXXXXXXXX		
5B	\$9,551.88	XX	XXXXXXXXXXXXXX		\$0.00	XX	XXXXXXXXXXXXXX	\$12,472.20	XX	XXXXXXXXXXXXXX		\$9,734.40	XX	XXXXXXXXXXXXXX		
GROUP-B BASE BID & ADD ALT TOTAL	\$545,226.31		\$487,632.51		\$0.00		\$0.00	\$834,320.12		\$757,126.10		\$590,652.08		\$578,724.68		
LOWEST BID BY LINE ITEM	BASE BID ITEMS: 3B, 4B & 5B ADD ALT: B1 & B2				BASE BID ITEMS: No Bid ADD ALT: No Bid				BASE BID ITEMS: 3B, 4B & 5B ADD ALT: B1 & B2				BASE BID ITEMS: 1B, 2B, 3B, 4B & 5B ADD ALT: No Change			
Lowest Totals (Base and Add Alt)	\$499,377.39				\$0.00				\$773,770.19				\$590,652.08			

PRECINCT 3 (Group C)

BIDDERS NAME	APAC-TEXAS, INC.				ASPHALT PAVINGS				HUNTER INDUSTRIES, LTD				RAMMING PAVING			
	Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items	
1C	\$77,220.00		C1	\$71,500.00	\$0.00		C1	\$0.00	\$118,690.00		C1	\$115,858.60	\$78,650.00		C1	\$78,650.00
2C	\$326,962.02		C2	\$302,439.80	\$0.00		C2	\$0.00	\$467,088.60		C2	\$456,038.44	\$318,161.80		C2	\$318,161.80
3C	\$950.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$2,236.30		XX	XXXXXXXXXXXX	\$950.00		XX	XXXXXXXXXXXX
4C	\$625.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$881.25		XX	XXXXXXXXXXXX	\$625.00		XX	XXXXXXXXXXXX
5C	\$5,280.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$2,942.72		XX	XXXXXXXXXXXX	\$3,520.00		XX	XXXXXXXXXXXX
GROUP-C BASE BID & ADD ALT TOTAL	\$411,037.02			\$373,939.80	\$0.00			\$0.00	\$591,838.87			\$571,897.04	\$401,906.80			\$396,811.80
LOWEST BID BY LINE ITEM	BASE BID ITEMS: 3C, 4C & 5C				BASE BID ITEMS: No Bid				BASE BID ITEMS: 3C, 4C & 5C				BASE BID ITEMS: 1C, 2C, 3C, 4C, 5C			
	ADD ALT: C1 & C2				ADD ALT: No Bid				ADD ALT: C1 & C2				ADD ALT: No Change			
Lowest Totals (Base and Add Alt)	\$380,794.80				\$0.00				\$591,838.87				\$401,906.80			

PRECINCT 4 (Group D)

BIDDERS NAME	APAC-TEXAS, INC.				ASPHALT PAVINGS				HUNTER INDUSTRIES, LTD				RAMMING PAVING			
	Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items	
1D	\$143,220.00		D1	\$130,900.00	\$168,168.00		D1	\$168,168.00	\$220,497.20		D1	\$203,618.80	\$172,480.00		D1	\$172,480.00
2D	\$474,820.64		D2	\$434,505.68	\$522,974.62		D2	\$522,974.62	\$642,799.64		D2	\$591,286.08	\$531,933.50		D2	\$531,933.50
3D	\$1,610.00				\$4,025.00		XX	XXXXXXXXXXXX	\$3,587.08		XX	XXXXXXXXXXXX	\$1,610.00		XX	XXXXXXXXXXXX
4D	\$1,063.00				\$1,063.00		XX	XXXXXXXXXXXX	\$1,498.83		XX	XXXXXXXXXXXX	\$1,063.00		XX	XXXXXXXXXXXX
GROUP-D BASE BID & ADD ALT TOTAL	\$620,713.64			\$565,405.68	\$696,230.62			\$691,142.62	\$868,382.75			\$794,904.88	\$707,086.50			\$704,413.50
LOWEST BID BY LINE ITEM	BASE BID ITEMS: 3D & 4D				BASE BID ITEMS: 1D, 2D, 3D & 4D				BASE BID ITEMS: 3D & 4D				BASE BID ITEMS: 1D, 2D, 3D & 4D			
	ADD ALT: D1 & D2				ADD ALT: No Change				ADD ALT: D1 & D2				ADD ALT: No Change			
Lowest Totals (Base and Add Alt)	\$568,078.68				\$696,230.62				\$868,382.75				\$707,086.50			

LCRA/TRAVIS COUNTY PARKS PROJECTS (Group E)

BIDDERS NAME	APAC-TEXAS, INC.				ASPHALT PAVINGS				HUNTER INDUSTRIES, LTD				RAMMING PAVING			
	Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items		Base Bid Items		Add Alt Items	
1E	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX
2E	\$291,929.56		E2	\$270,767.38	\$0.00		E2	\$0.00	\$334,796.54		E2	\$309,293.40	\$263,634.50		E2	\$257,744.50
3E	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX
4E	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX	\$0.00		XX	XXXXXXXXXXXX
GROUP-E BASE BID & ADD ALT TOTAL	\$291,929.56			\$270,767.38	\$0.00			\$0.00	\$334,796.54			\$309,293.40	\$263,634.50			\$257,744.50
LOWEST BID BY LINE ITEM	BASE BID ITEMS: None Selected				BASE BID ITEMS: No Bid				BASE BID ITEMS: None Selected				BASE BID ITEMS: None Selected			
	ADD ALT: E2				ADD ALT: No Bid				ADD ALT: E2				ADD ALT: E2			
Lowest Totals (Base and Add Alt)	\$270,767.38				\$0.00				\$309,293.40				\$257,744.50			

CITY OF LAKEWAY (Group F)

BIDDERS NAME	APAC-TEXAS, INC.		ASPHALT PAVINGS		HUNTER INDUSTRIES, LTD		RAMMING PAVING	
	Base Bid Items	Add Alt Items	Base Bid Items	Add Alt Items	Base Bid Items	Add Alt Items	Base Bid Items	Add Alt Items
1F	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX
2F	\$290,212.78	F2 \$271,213.58	\$0.00	F2 \$0.00	\$293,062.66	F2 \$270,738.60	\$271,004.25	F2 \$254,114.30
3F	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX
4F	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX
GROUP-F BASE BID & ADD ALT TOTAL	\$290,212.78	\$271,213.58	\$0.00	\$0.00	\$293,062.66	\$270,738.60	\$271,004.25	\$254,114.30
LOWEST BID BY LINE ITEM	BASE BID ITEMS: None Selected ADD ALT: F2		BASE BID ITEMS: No Bid ADD ALT: No Bid		BASE BID ITEMS: None Selected ADD ALT: F2		BASE BID ITEMS: None Selected ADD ALT: F2	
Lowest Totals (Base and Add Alt)	\$271,213.58		\$0.00		\$270,738.60		\$254,114.30	

CITY OF ROLLINGWOOD (Group G)

BIDDERS NAME	APAC-TEXAS, INC.		ASPHALT PAVINGS		HUNTER INDUSTRIES, LTD		RAMMING PAVING	
	Base Bid Items	Add Alt Items	Base Bid Items	Add Alt Items	Base Bid Items	Add Alt Items	Base Bid Items	Add Alt Items
1G	\$6,500.00	G1 \$6,100.00	\$15,900.00	G1 \$15,900.00	\$7,960.00	G1 \$7,412.00	\$6,500.00	G1 \$6,500.00
2G	\$69,995.31	G2 \$63,950.81	\$94,898.65	G2 \$94,898.65	\$74,589.13	G2 \$68,907.30	\$63,467.25	G2 \$63,467.25
3G	\$750.00	XX XXXXXXXXXXXXX	\$1,500.00	XX XXXXXXXXXXXXX	\$647.40	XX XXXXXXXXXXXXX	\$150.00	XX XXXXXXXXXXXXX
4G	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX	\$0.00	XX XXXXXXXXXXXXX
5G	\$21,155.75	XX XXXXXXXXXXXXX	\$39,893.70	XX XXXXXXXXXXXXX	\$26,112.24	XX XXXXXXXXXXXXX	\$18,133.50	XX XXXXXXXXXXXXX
GROUP-G BASE BID & ADD ALT TOTAL	\$98,401.06	\$70,050.81	\$152,192.35	\$110,798.65	\$109,308.77	\$76,319.30	\$88,250.75	\$88,250.75
LOWEST BID BY LINE ITEM	BASE BID ITEMS: 3G, 4G & 5G ADD ALT: G1, G2		BASE BID ITEMS: 1G, 2G, 3G, 4G, & 5G ADD ALT: No Change		BASE BID ITEMS: 3G, 4G & 5G ADD ALT: G1, G2		BASE BID ITEMS: 1G, 2G, 3G, 4G, & 5G ADD ALT: No Change	
Lowest Totals (Base and Add Alt)	\$91,956.56		\$152,192.35		\$103,078.94		\$88,250.75	

PRINT NAME	SIGNATURE		DATE	
John E . Pena	John E Pena		July 29, 2010	

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2010
Account number	:	405-4941-808.81-64
Fund	:	405 L/T CERT OF OBLIG 2006
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	8 INFRA&ENV SVS (TRANS&RDS)
Element	:	81 CAPITAL OUTLAY
Object	:	64 PURCH SVC-INFRASTRCTR RDS
Budget	:	529,576
Encumbered amount	:	74,333.83
Pre-encumbered amount	:	202,835.00
Expenditures	:	252,406.47
Total expenditures	:	529,575.30
Balance	:	.70

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2010
Account number	:	506-4941-808.81-64
Fund	:	506 L/T CERT OF OBLIG, 2007
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	8 INFRA&ENV SVS (TRANS&RDS)
Element	:	81 CAPITAL OUTLAY
Object	:	64 PURCH SVC-INFRASTRCTR RDS
Budget	:	216,232
Encumbered amount	:	21,076.34
Pre-encumbered amount	:	101,402.00
Expenditures	:	93,753.66
Total expenditures	:	216,232.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2010
Account number	:	513-4941-808.81-64
Fund	:	513 L/T CERT OF OBLIG 2009
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	8 INFRA&ENV SVS (TRANS&RDS)
Element	:	81 CAPITAL OUTLAY
Object	:	64 PURCH SVC-INFRASTRCTR RDS
Budget	:	853,974
Encumbered amount	:	51,084.68
Pre-encumbered amount	:	170,997.00
Expenditures	:	631,892.00
Total expenditures	:	853,973.68
Balance	:	.32

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2010
Account number	:	517-4941-808.81-64
Fund	:	517 CERT OF OBLIG 2010-NONTAX
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	8 INFRA&ENV SVS (TRANS&RDS)
Element	:	81 CAPITAL OUTLAY
Object	:	64 PURCH SVC-INFRASTRCTR RDS
Budget	:	4,131,362
Encumbered amount	:	300.00
Pre-encumbered amount	:	2,060,411.87
Expenditures	:	655,961.36
Total expenditures	:	2,716,673.23
Balance	:	1,414,688.77

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000502739

REQUISITION BY: BRUNILDA CRUZ 854-7679

STATUS: AUDITOR APPROVAL
 REASON: 53933 ROADS-CIP ATTN: JOHN PENA

DATE: 6/14/10

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: APAC-TEXAS, INC.

DELIVER BY DATE: 6/14/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TYPE C HMAC OVERLAY PRECINCT 1 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROADS-RESURFACING	1087395.00	DOL	1.0000	1087395.00	
2	TYPE C HMAC OVERLAY PRECINCT 2 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROADS-RESURFACING	499377.39	DOL	1.0000	499377.39	
3	TYPE C HMAC OVERLAY PRECINCT 3 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROADS-RESURFACING	380794.80	DOL	1.0000	380794.80	
4	TYPE C HMAC OVERLAY PRECINCT 4 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROADS-RESURFACING	568078.68	DOL	1.0000	568078.68	
REQUISITION TOTAL:					2535645.87	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	40549418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	18.64	202835.00
1	50649418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	9.33	101402.00
1	51349418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	15.73	170997.00
1	51749418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	56.30	612161.00
2	51749418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	100.00	499377.39
3	51749418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	100.00	380794.80
4	51749418088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS COR001	100.00	568078.68
				2535645.87

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20100614 RT COURT
 8/12/10 RETURNED.GMC

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

RECEIVED
TRAVIS COUNTY
AUDITOR'S OFFICE
AUG 27 2010

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: APAC-Texas, Inc.

TYPE OF GOODS/SERVICE: HMAC Overlay Program

FUNDS VERIFIED:

1) Requisition number 502739 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 2,535,645.87

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

 Contract did not specify a total contract amount.

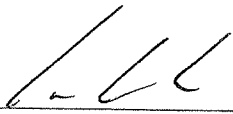
 Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

CONTRACT #:

LINE ITEM VERIFIED: 405-4941-808-8164; 506-4941-808-8164;
513-4941-808-8164; 517-4941-808-8164

YES

NO

Reviewed by: 

Date: 8/18/10

Approved by: 

Date: 8/18/10

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and APAC-Texas, Inc. (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of the 2010 HMAC OVERLAY PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and (any applicable) Plans marked 2010 HMAC OVERLAY PROGRAM (IFB NO. B0100253-JE), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above-desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B100253-JE).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary and required for the construction of 2010 HMAC OVERLAY PROGRAM in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B100253-JE) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B100253-JE) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and shall be complete with the said work by the end of October, 2010, after receiving a written "Notice to Proceed."

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$2,535,645.87 for work in Precinct 1, 2, 3, and 4, consisting of \$1,267,822.93 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$1,267,822.94 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This

division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.


The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

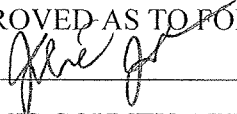
EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

APAC - TEXAS, INC.

BY: _____
TRAVIS COUNTY JUDGE

BY:  _____

APPROVED AS TO FORM:
 _____
TRAVIS COUNTY ATTORNEY

APPROVED:
 8/19/10
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE
SEE VERIFICATION FORM
COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and J. D. Ramming Paving Company, Ltd., (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of the 2010 HMAC OVERLAY PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and (any applicable) Plans marked 2010 HMAC OVERLAY PROGRAM (IFB NO. B0100253-JE), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above-desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B100253-JE).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary and required for the construction of 2010 HMAC OVERLAY PROGRAM in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B100253-JE) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B100253-JE) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and shall be complete with the said work by the end of October, 2010, after receiving a written "Notice to Proceed."

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$600,109.55 for work in LCRA/Travis County Parks Project, City of Lakeway and City of Rollingwood, consisting of \$300,054.78 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$300,054.77 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from

DRAFT

DRAFT

the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

J.D. Ramming Paving Company, Ltd.

BY: _____
TRAVIS COUNTY JUDGE

BY: *J.D. Ramming*

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

Travis County Commissioners Court Agenda Request

Voting Session 8/31/10
(Date)

Work Session _____
(Date)

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

B. Requested Text:
Consider and take appropriate action on the acceptance of dedication of street and drainage facilities for the portion of Travesia, Phase 1 that is located within Travis County, Precinct Two.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct Two

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

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

- | | | | |
|-----------------------|------------|--------------------|------------|
| <u>AB</u> Anna Bowlin | - 854-9383 | Don Ward <u>DW</u> | - 854-9383 |
| Jamie Mancillas | - 854-9383 | Gayla Dembkowski | - 854-9383 |
| Howard Herrin | - 854-9383 | Dave Fowler | - 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.

OS



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: August 13, 2010
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Donald W. Ward, P.E., Division Director – Road Maintenance and Fleet Services
SUBJECT: Consider and take appropriate action on the acceptance of dedication of street and drainage facilities for the portion of Travesia, Phase 1 that is within Travis County, Precinct Two.

Summary and TNR Staff Recommendation

The Travesia, Phase 1 plat was recorded on September 24, 2007 at Document #200700287. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

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

The Travesia, Phase 1 subdivision is accessed from FM 1325, a street maintained by The State of Texas. This action will add a total of 0.04 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

None.

Issues and Opportunities:

The Travesia, Phase 1 subdivision is mainly within Williamson County with approximately 208 linear feet of Grand Avenue Parkway being within Travis County. The only connection to the portion of Grand Avenue Parkway within Travis County is through Williamson County. Williamson County gave acceptance to the streets of this subdivision within their jurisdiction on June 6, 2010. Therefore, Travis County can accept the portion of Grand Avenue Parkway within Travis County's jurisdiction.

Page 2
August 13, 2010

Required Authorizations:

Travis County's Road Maintenance and Fleet Services Department.

Exhibits:

TNR Approval Letter
Williamson County approval
RAS Inspection Approval
List of streets
Requirements for Approval
Maps

PS:DW:ps

1105 Travesia, Phase 1



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: July 21, 2010

DEVELOPER:

CRVI Raceway Development, LP
301 Congress Avenue, Suite 500
Austin, TX 78701

ENGINEER:

Jacobs Engineering
Attn: Joel Bock, P.E.
2705 Bee Cave Rd, Suite 300
Austin, TX 78746

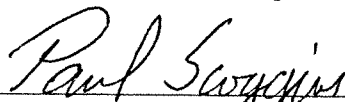
SUBJECT: Travesia, Phase 1

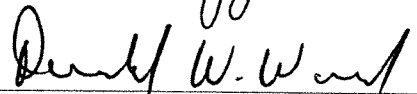
Effective this date, street and drainage construction within this project appears to be in conformance with the approved construction documents. Once approved by Commissioners Court, this construction will start a one (1) year performance period. Prior to the end of this period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the performance period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The developer is required to maintain performance period fiscal of 10% of the actual street and drainage cost, until the end of the performance period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

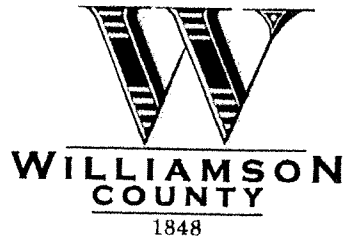
BY:  07-21-10.
TNR Construction Inspector – Lucious Henderson


TNR Engineering Specialist – Paul Scoggins

 8/18/10
TNR Road Maintenance – Don Ward, PE

1102 fiscal file
1105 Subdivision File

Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3330
Fax (512) 943-3335

July 6, 2010

CRVI Raceway Development, LP
301 Congress Avenue, Suite 500
Austin, TX 78701

RE: Travesia, Section 1

To Whom It May Concern:

The two year warranty period on the referenced subdivision has expired and the county has conducted a final warranty walk-through inspection and found no defects in materials or workmanship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe M. England', written in a cursive style.

Joe M. England, P.E.

JME/nl
enclosure

cc: Paul Scoggins via Paul.Scoggins@co.travis.tx.us

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants

(512) 569-1424
1200 W. 39 ½ Street, Austin, TX 78756

May 28, 2010

Joel Bock, P.E.
Jacobs Engineering
2705 Bee Cave Road, Suite 300
Austin, Texas 78746

Re: Travesia, Section 1
Compliance with the Texas Accessibility Standards

Dear Joel,

This report presents the findings of the on-site inspection for the Travesia, Phase 1 Project compliance with the Texas Accessibility Standards (TAS).

An inspection of the project site was conducted on May 28, 2010. The field inspection included the review of existing elements in the public right-of-way:

- Sidewalks along both sides of Grand Avenue Parkway
- Four curb ramps providing access across Grand Avenue Parkway
- Cross-walks associated with the curb ramps
- Two driveways along Grand Avenue Parkway

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards.

Please feel free to contact me at (512) 569-1424 or at jel@alturasolutionslp.com with any questions or comments.

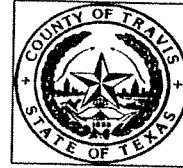
Sincerely,



Jesús Lardizábal, R.A.S. #1051
President



ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 436C

Travesia, Phase 1

Pct.# 2
Atlas No. O-09

PHASE 1 WAS RECORDED AT DOC #200700287 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/24/07

ONE SUBDIVISION CONTAINING 1 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F. MILES	ROW	PVMNT	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Grand Avenue Parkway	Williamson County line east approximately 208' to temp cul-de-sac (R90')	208	0.04	114	HMAC	**2 Lanes	YES
							**1 - 32' F-F	
							**1 - 42' F-F	
Total Footage/Mileage			208	0.04				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 4

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

0.04 MILES BE ACCEPTED BY

31-Aug-10

DATE

Don W. Ward, PE
Division Director
Road & Bridge

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

DATE APPROVED BY COMMISSIONERS' COURT



TRANSPORTATION AND NATURAL RESOURCES

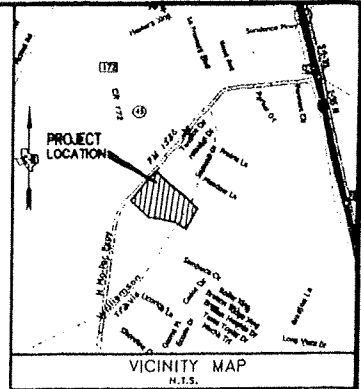
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

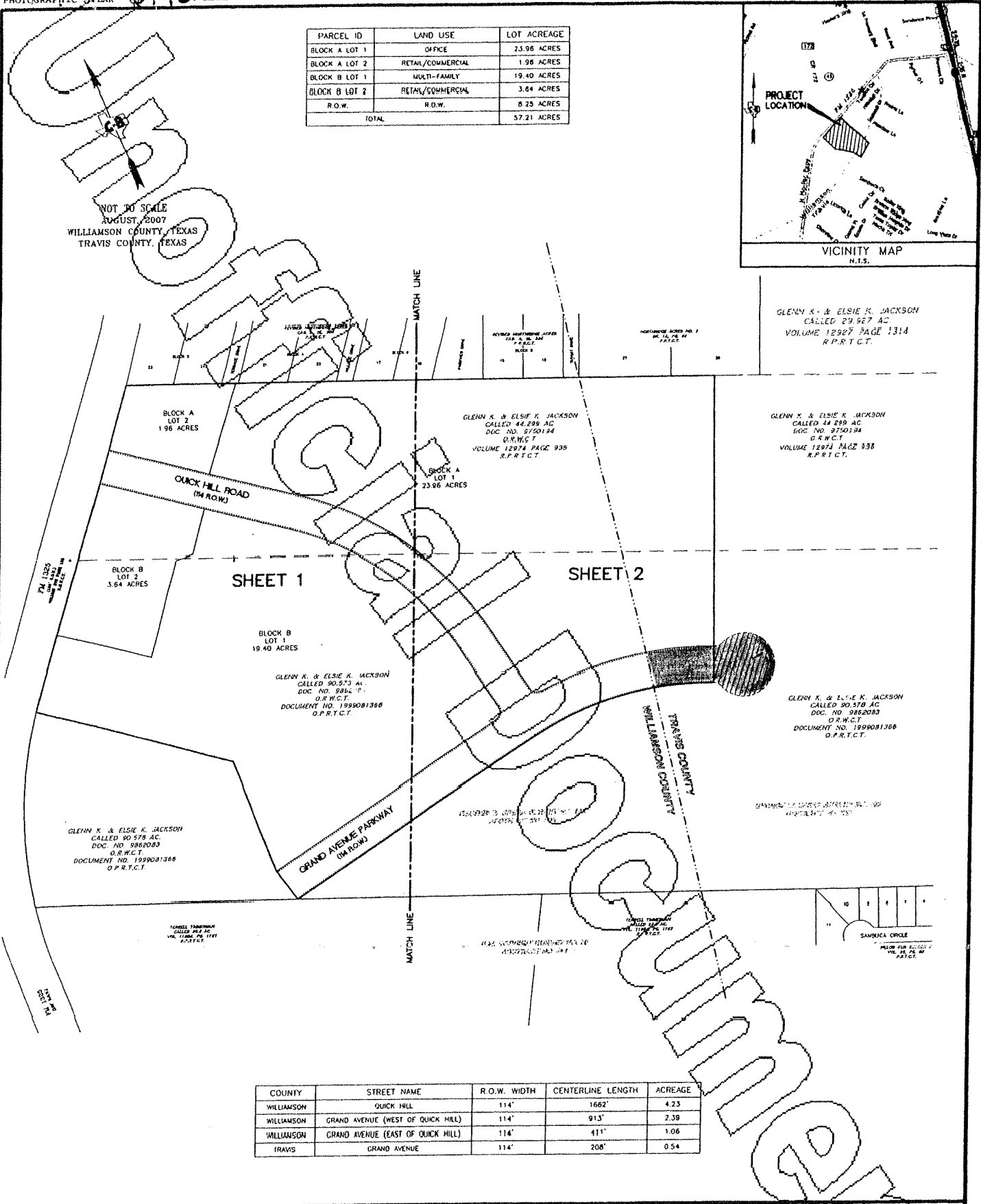
TRAVESIA, PHASE 1 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 7/14/09 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 12/24/08 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 11/26/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 6/1/10 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 5/28/10 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 7/21/10 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 7/19/10 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)

PARCEL ID	LAND USE	LOT ACREAGE
BLOCK A LOT 1	OFFICE	23.96 ACRES
BLOCK A LOT 2	RETAIL/COMMERCIAL	1.96 ACRES
BLOCK B LOT 1	MULTI-FAMILY	19.40 ACRES
BLOCK B LOT 2	RETAIL/COMMERCIAL	3.64 ACRES
R.O.W.	R.O.W.	8.25 ACRES
TOTAL		57.21 ACRES



NOT TO SCALE
AUGUST, 2007
WILLIAMSON COUNTY, TEXAS
TRAVIS COUNTY, TEXAS



COUNTY	STREET NAME	R.O.W. WIDTH	CENTERLINE LENGTH	ACREAGE
WILLIAMSON	QUICK HILL	114'	1662'	4.23
WILLIAMSON	GRAND AVENUE (WEST OF QUICK HILL)	114'	913'	2.39
WILLIAMSON	GRAND AVENUE (EAST OF QUICK HILL)	114'	411'	1.06
TRAVIS	GRAND AVENUE	114'	208'	0.54

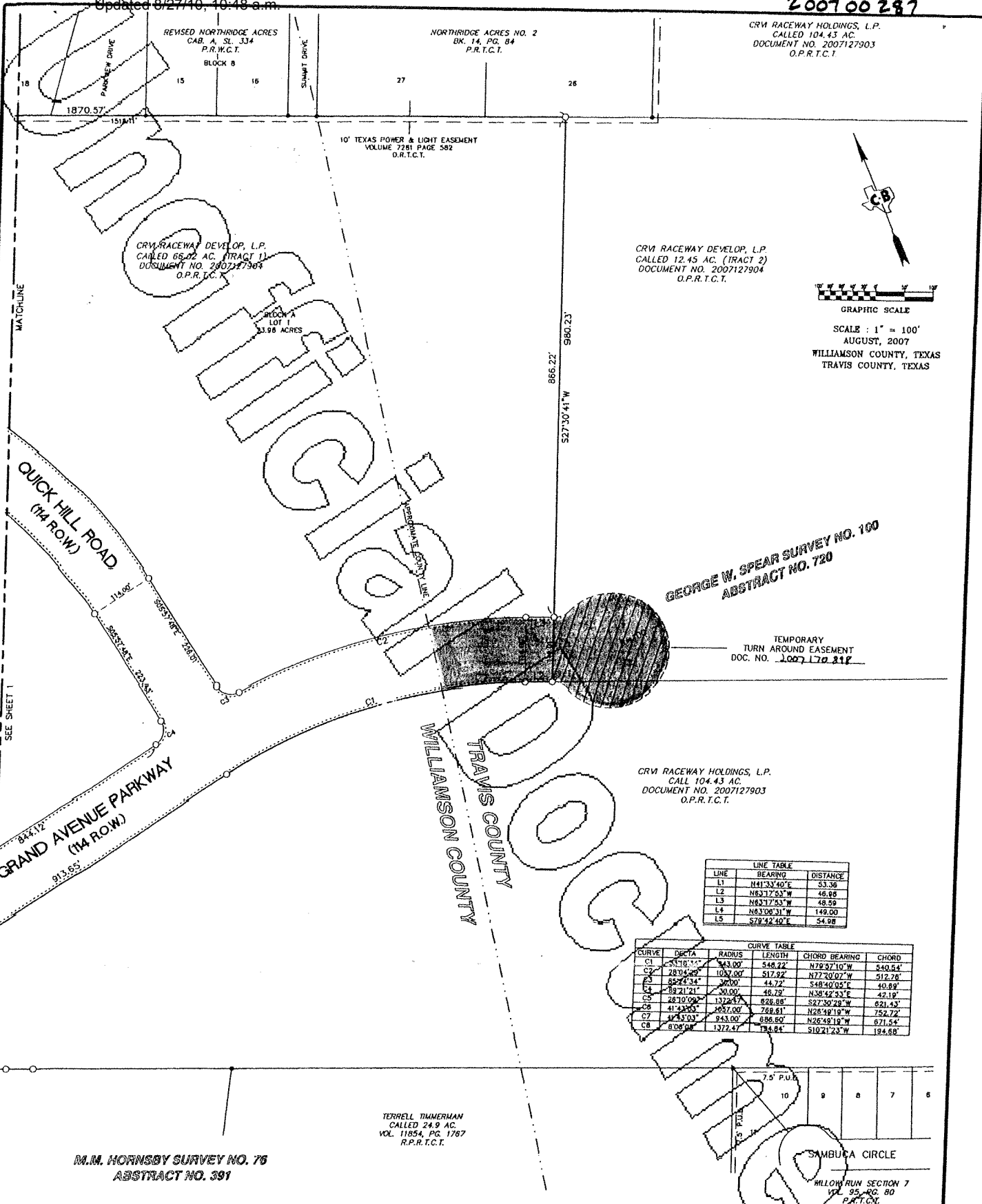
PROJECT: RACEWAY
 JOB NUMBER: 050901.002.360.4005
 DATE: AUGUST, 2007
 SCALE: 1" = 100'
 SURVEYOR: DAVID PAUL CARR, RPLS NO. 3997
 TECHNICIAN: B. SCHMIDT
 DRAWING: T:\Tech\050901_Raceway\plat\final
 DESCRIPTION:
 PARTYCHIEF: MIKE BROWN
 FIELDBOOKS: 358

Carter & Burgess
 Consultants in Surveying,
 Engineering, Architecture,
 Construction Management,
 and Related Services

Carter & Burgess, Inc.
 2705 Bee Cave Road
 Suite 300
 Austin, Texas 78748
 Phone: 512.314.3100
 Fax: 512.314.3135
 www.c-b.com
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FINAL PLAT
TRAVESIA SECTION 1

SHEET
 8
 8B PLAT No.
 050901FP
 C61-06-02491A



CRM RACEWAY HOLDINGS, L.P.
CALLED 104.43 AC.
DOCUMENT NO. 2007127903
O.P.R.T.C.T.

REVERSED NORTHDRIDGE ACRES
CB, A ST. 334
P.R.T.C.T.
BLOCK 8

NORTHDRIDGE ACRES NO. 2
BK. 14, PG. 84
P.R.T.C.T.

CRM RACEWAY DEVELOP. L.P.
CALLED 65.02 AC. (TRACT 1)
DOCUMENT NO. 2007127903
O.P.R.T.C.T.

CRM RACEWAY DEVELOP. L.P.
CALLED 12.45 AC. (TRACT 2)
DOCUMENT NO. 2007127904
O.P.R.T.C.T.

BLOCK A
LOT 1
33.98 ACRES



SCALE: 1" = 100'
AUGUST, 2007

WILLIAMSON COUNTY, TEXAS
TRAVIS COUNTY, TEXAS

GEORGE W. SPEAR SURVEY NO. 100
ABSTRACT NO. 720

TEMPORARY
TURN AROUND EASEMENT
DOC. NO. 2007170317

CRM RACEWAY HOLDINGS, L.P.
CALL 104.43 AC.
DOCUMENT NO. 2007127903
O.P.R.T.C.T.

LINE	BEARING	DISTANCE
L1	N41°23'40"E	53.38
L2	N63°17'53"W	48.59
L3	N63°17'53"W	48.59
L4	N63°08'31"W	149.00
L5	S79°42'40"E	54.88

CURVE	DECTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	51°16'55"	543.00'	548.22'	N79°37'10"W	540.54'
C2	28°04'28"	1037.00'	517.92'	N77°20'07"W	512.28'
C3	88°24'34"	3670.00'	44.72'	S48°40'05"E	40.89'
C4	89°21'21"	30.00'	48.79'	N38°42'53"E	42.19'
C5	28°10'59"	1329.75'	826.88'	S27°50'28"W	621.43'
C6	41°43'55"	2937.00'	748.51'	N28°38'19"W	752.72'
C7	47°53'03"	943.00'	686.60'	N26°48'19"W	621.54'
C8	8°08'08"	1372.47'	734.84'	S10°21'23"W	194.89'

TERRELL TIMMERMAN
CALLED 24.9 AC.
VOL. 11854, PG. 1767
R.P.R.T.C.T.

M.M. HORNSBY SURVEY NO. 76
ABSTRACT NO. 391

SAMBUCA CIRCLE
MALLOW RUN SECTION 7
VOL. 95, PG. 80
P.R.T.C.T.

PROJECT: RACEWAY
JOB NUMBER: 050901.002.360.4005
DATE: AUGUST, 2007
SCALE: 1" = 100'
SURVEYOR: DAVID PAUL CARR, RPLS NO. 3997
TECHNICIAN: B. SCHMIDT
DRAWING: I:\Tech\050901_Raceway\plat\final
DESCRIPTION:
PARTYCHIEF: MIKE BROWN
FIELDBOOKS: 35B

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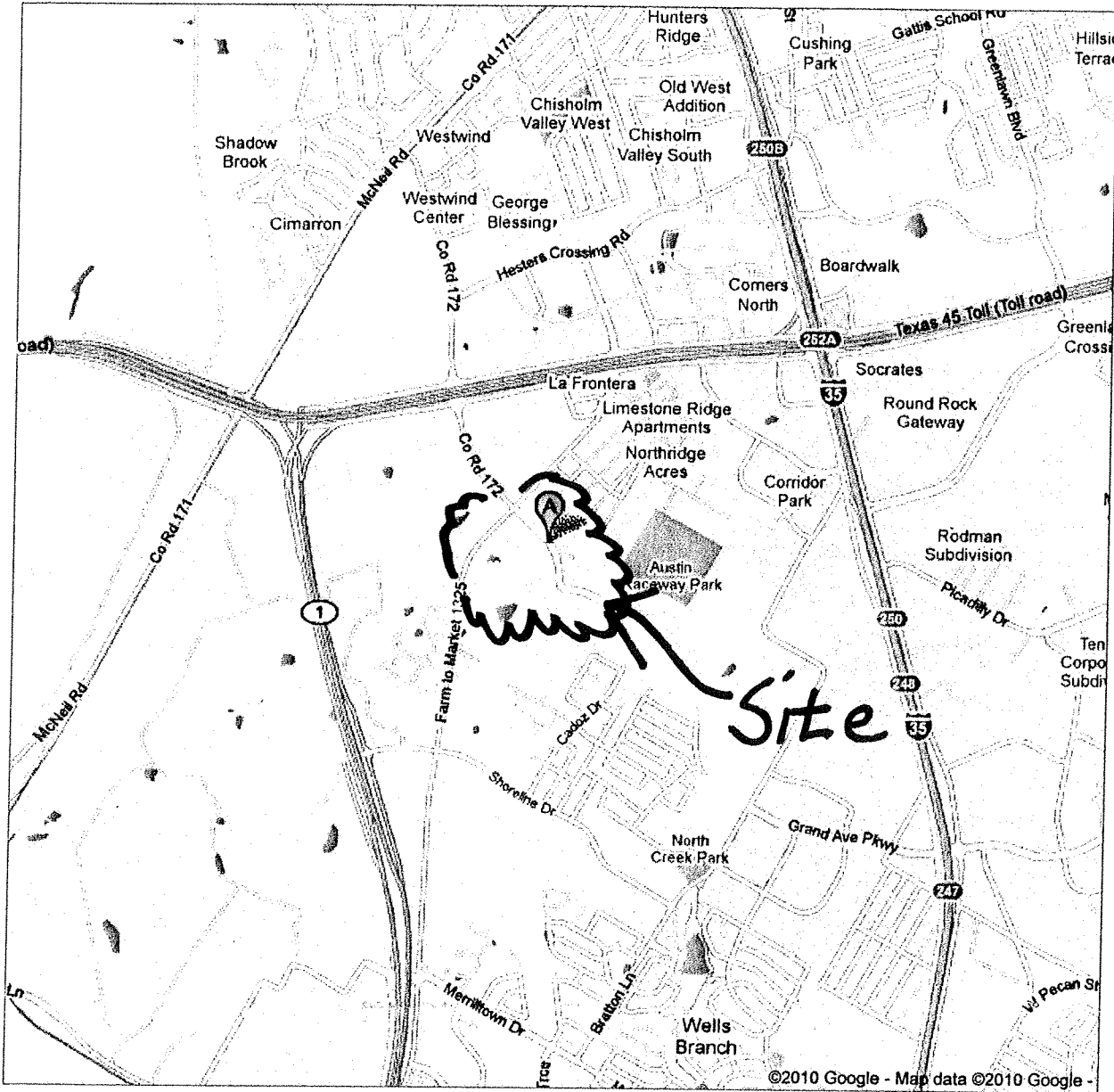
FINAL PLAT
TRAVESIA SECTION 1

SHEET
3
OF
5
CB PLAT NO.
050901FP

Google maps

Address Quick Hill Rd
Austin, TX 78728

Notes Recommend acceptance of
dedication of street and drainage
facilities for the portion of
Travesia, Phase 1 that is within
Travis County - Precinct Two,
Commissioner Sarah Eckhardt.



Travis County Commissioners Court Agenda Request

Voting Session 8/31/2010
(Date)

Work Session _____

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

B. Requested Text: CONSIDER AND TAKE APPROPRIATE ACTION RELATING TO THE COUNTERFEIT MOTOR VEHICLE INSPECTION CERTIFICATE PROGRAM (CMVIP):

A. RECEIVE A BRIEFING ON THE STATUS OF THE CMVIP, A PILOT PROGRAM TO IDENTIFY VEHICLES THAT HAVE COUNTERFEIT STATE INSPECTION CERTIFICATES;

B. REQUEST AN EXTENSION OF THE CMVIP; AND

C. ALLOCATE ADDITIONAL LOCAL INITIATIVE PROGRAM (LIP) GRANT FUNDS TO THE CMVIP TO IDENTIFY VEHICLES THAT HAVE COUNTERFEIT STATE INSPECTION CERTIFICATES.

D. Approved by: _____
Samuel T. Biscoe, County Judge

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:

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. Send a copy of the Agenda Request and backup to the following:

Jon White, TNR Director
Tom Weber, Env. Project Mgr
Gregg Hamilton, Sheriff Office
Phyllis Claire, Sheriff Office

Adele Noel, FNK
Michelle Gable, Auditor's Office
Stacy Suits, Constable, Precinct 3

III. Required Authorizations: Please check if applicable:

- Reduced 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



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

August 31, 2010

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Status Report on the Pilot Program for Enforcement of Counterfeit Emission Certificates, Request an Extension of the Program, Increase Funding

Proposed Motion: CONSIDER AND TAKE APPROPRIATE ACTION RELATING TO THE COUNTERFEIT MOTOR VEHICLE INSPECTION CERTIFICATE PROGRAM (CMVIP):

- A. RECEIVE A BRIEFING ON THE STATUS OF THE CMVIP, A PILOT PROGRAM TO IDENTIFY VEHICLES THAT HAVE COUNTERFEIT STATE INSPECTION CERTIFICATES;
- B. REQUEST AN EXTENSION OF THE CMVIP; AND
- C. ALLOCATE ADDITIONAL LOCAL INITIATIVE PROGRAM (LIP) GRANT FUNDS TO THE CMVIP TO IDENTIFY VEHICLES THAT HAVE COUNTERFEIT STATE INSPECTION CERTIFICATES.

Summary:

The Local Initiative Program (LIP) grant will reimburse the county for the salaries of law enforcement officers who participate in the Counterfeit Motor Vehicle Inspection Program (CMVIP). Officers will have 24-hour access to a database to investigate vehicle records of potential offenders. An officer enters a license plate number into the North Central Texas Council of Governments Emissions Database (NED) to verify the validity of the emissions certificate and vehicle registration. If the emissions certificate is a fake or counterfeit certificate, a citation is issued. The officer also verifies registration. Affected vehicle owners are provided information about the Drive A Clean Machine Program to assist in bringing their vehicles into compliance.

TNR requests an additional \$502,210 from the LIP funds be allocated for the CMVIP, described above. TNR also requests that the CMVIP pilot project be extended through the end of FY2011. The additional funding will pay for law enforcement salaries, training, and associated supplies.

Background, Issues and Opportunities:

On May 4, 2010, the Travis County Commissioner's Court approved the use of \$172,796 in LIP grant funds from the Texas Commission on Environmental Quality (TCEQ) to pay the salaries and training for law enforcement officers to engage in a pilot program called the CMVIP through August 31, 2010. Travis County received a Notice to Proceed on June 7, 2010 from TCEQ. This pilot program identifies

vehicles on roadways displaying counterfeit inspection certificates and results in citations issued to drivers.

Between June 7, 2010 (date the program officially started) and August 6, Constable Precincts 2 and 3 have issued 654 citations and 469 warnings for fake, counterfeit, or expired motor vehicle inspection certifications. The Sheriffs' office issued 150 citations between July 7 and July 31. However, that number is likely higher because not all patrol officers have the capability of issuing tickets electronically which creates a delay in reporting.

Fiscal and Budget Impacts

There will be a positive impact on Travis County's budget.

	GRANT FROM TCEQ	IN-KIND	COLUMN TOTALS
ORIGINAL	\$172,796	\$43,199	\$215,995
REVISED	\$502,210	\$125,553	\$627,763
TOTAL	\$675,006	\$168,752	\$843,758

Attachments: Certification Project Summary, and Spreadsheets showing grant budget

- cc: Jon A. White, TNR, Director, NREQ
- Thomas Weber, TNR, NREQ
- Adele Noel, TNR, NREQ
- Sydnia Crosbie, TNR
- Michelle Gable, Auditor's Office
- Greg Hamilton, Sheriff's Office
- Phyllis Claire, Sheriff's Office
- Stacy Suits, Constable, Precinct 3



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555
(512) 854-9535 FAX

August 31, 2010

**FY 2010 Local Initiative Projects
Project Summary**

County Certification

Travis County makes the following certifications regarding the projects included with the accompanying Project Summaries:

1. The projects were selected in accordance with the procedures set forth in the grant agreement with The Texas Commission on Environmental Quality (TCEQ):
2. The project proposals have been fully evaluated and determined to fit within the minimum criteria and standards established by TCEQ for this program, as well as more specific standards established for the project categories by the County;
3. The project proposals are consistent with and directly support implementation of the Texas Health and Safety Code Section 382.220; and
4. The governing body of Travis County officially approved the selection of these projects on August 31, 2010

Samuel T. Biscoe
County Judge

Date

**FY 2010 Local Initiative Projects
Project Summary Form**

New Revised

County: Travis County	Fiscal Year: 2010 and 2011
Date: May 4, 2010	Revision Date: August 31, 2010
Contact Person and Phone Number: Adele Noel, 512/854-7211	

Brief Project Title: Counterfeit Motor Vehicle Inspection Program (CMVIP)	Total Grant Funding: \$172,796 original amount <u>\$502,210 additional amount</u> Total \$675,006
Counties to be Served: Travis County	Matching/In-Kind Services: \$ 43,199 original amount <u>\$ 125,553 additional amount</u> Total \$138,752
Project Dates: Start Date: Date of NTP issued End Date: August 31, 2011	If contracting with another entity, list name and contact person: N/A

Personnel / Salaries <i>List personnel, # of hours, salary charged to grant See attached sheet</i>	\$670,332	N/A
Fringe Benefits	N/A	\$ 124,384
Travel	N/A	N/A
Supplies <i>List & itemize detailed travel expenditures</i>	N/A	N/A
Equipment <i>List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	N/A	N/A
Construction <i>List & itemize construction expenditures</i>	N/A	N/A

Contractual <i>List & itemize contractual expenditures (other than construction)</i>	N/A	N/A
Other—Training List & itemize other expenditures: Hotel Rates: to be consistent with Texas Comptroller (\$115 p/day): Meals: rates to be consistent with Texas Comptroller, Up to \$71.00/day: Mileage: rates to be consistent with Texas Comptroller \$0.50/mile Labor: \$60.00/hour Student Training Materials: \$10.00/student Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) (Fee for reporting continuing education hours) \$25.00/class	\$4,674.00	\$1,169.00
Indirect Charges	N/A	N/A
TOTAL FUNDING	\$675,006	\$ 138,752

In-Kind Match:

The in-kind match will include the cost of fringe benefits for law enforcement officers who participate in the program.

Project Description:

Summary: Law enforcement officers will check the North Central Texas Council of Governments Emissions Database for counterfeit, fictitious, improperly issued or expired state inspection certificates. If a certificate is identified as being counterfeit, fictitious, improperly issued or expired, the certificate will be scraped from the windshield of the vehicle and a citation will be issued. Information about the Drive A Clean Machine Program may be given to the driver of the vehicle.

How: When (if) a vehicle is pulled over for a moving violation, (or if the vehicle is identified by a parking lot check) an officer will run the license plate number through North Central Texas Council of Governments Emissions Database (NED) to verify the validity of the emissions certificate and registration. If the emissions certificate is a fake, expired, or counterfeit certificate, a citation will be issued. The officer will also verify registration. Usually if the emissions certificate is counterfeit, fake, or expired, so is the registration. Periodically, vehicles in various parking lots will be surveyed to ensure that the vehicle has valid certificates. If the emissions certificate is expired, or deemed as fake, a note will be placed on the vehicle informing the owner that the vehicle needs to pass an annual inspection within the next 60 days. Failure to comply may result in enforcement action. Compliance with the annual inspection can be

confirmed by checking NED. Information referencing the Drive A Clean Machine Program will be given to the driver or placed on a vehicle to assist the owner with compliance.

Training: Training is paramount to the success of the program. All officers participating in this program will attend training on Motor Vehicle Inspections and how to use NED. Training on Motor Vehicle Inspections will be conducted by the Texas Department of Safety. The purpose of the training is to familiarize the officers with the proper procedures of safety inspections (what to look for as officers), and how the emission portions of the inspection affect the total program overview. The North Central Texas Council of Governments (NCTCOG) will train law enforcement officers on how to use NED.

NED: NED was developed in order to effectively and quickly determine if a vehicle is displaying current and legitimately issued Vehicle State Inspection Certificate. NED contains information about vehicle inspection reports from the following counties since 2001: Brazoria, Collin, Dallas, Denton, Ellis, Ft. Bend, Galveston, Harris, Johnson, Kaufman, Montgomery, Parker, Rockwall and Tarrant. Information for Travis and Williamson started in 2006 when emission test began. This database also contains information about reported smoking vehicles for counties in North Central Texas. Smoking vehicle information can be entered if an offense is observed and reported. NED is updated weekly, internet based, password protected, and available to Law Enforcement officers 24/7.

Authorized Signature:

Date:

Salary requirements for CMVIP

	Salaries/Grant	Local Match
TCSO	\$ 42,026	\$ 10,507 Fringe for Sherriff Dept.
Constables	\$ 126,096	\$ 31,524 Fringe for Constables
Training	\$ 4,674	\$ 1,169 Facility used for training
TOTAL: Original Request, May - Aug, 2010	\$ 172,796	\$ 43,199
TOTAL: Extension for Sep 2010 - Aug 2011 (training not included; one-time expense)	[REDACTED]	[REDACTED]**
TOTAL PROJECT FUNDING	\$ 675,006	\$ 168,752

**Fringe benefits calculated at 1/3 of estimated salaries. Calculated fringe on detail exceeds amount needed for match.

24

Travis County Commissioners Court Agenda Request

Voting Session 8/31/10
(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:

Read Subdivision Final Plat in Precinct Three (Short Form Plat – 2 Total Single Family Lots – 6.88 acres – Stagecoach Ranch Road – No Fiscal is required – Sewage service to be provided by on-site sewage facilities – No Municipal ETJ).

Approved by:

Karen Huber
Commissioner Karen Huber, Precinct Three

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 24 PM 5:08

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

August 10, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Read Subdivision Final Plat, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

Read Subdivision Final Plat in Precinct Three (Short Form Plat – 2 Total Single Family Lots – 6.88 acres – Stagecoach Ranch Road – No Fiscal is required – Sewage service to be provided by on-site sewage facilities – No Municipal ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of two total single family lots on 6.88 acres near the intersection of Stagecoach Ranch Road and Overland Stage Road. There are no public or private streets proposed with this final plat; all lots are platted from the Stagecoach Ranch Road. Fiscal is not required for this short form plat. Parkland fees in the amount of \$155.00 were paid to Travis County.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES:

The majority of this property is located within Hays County, and the plat will be reviewed and approved by Hays County prior to the issuance of any basic development permits.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

Precinct map
Proposed final plat

AMB: mph
1105

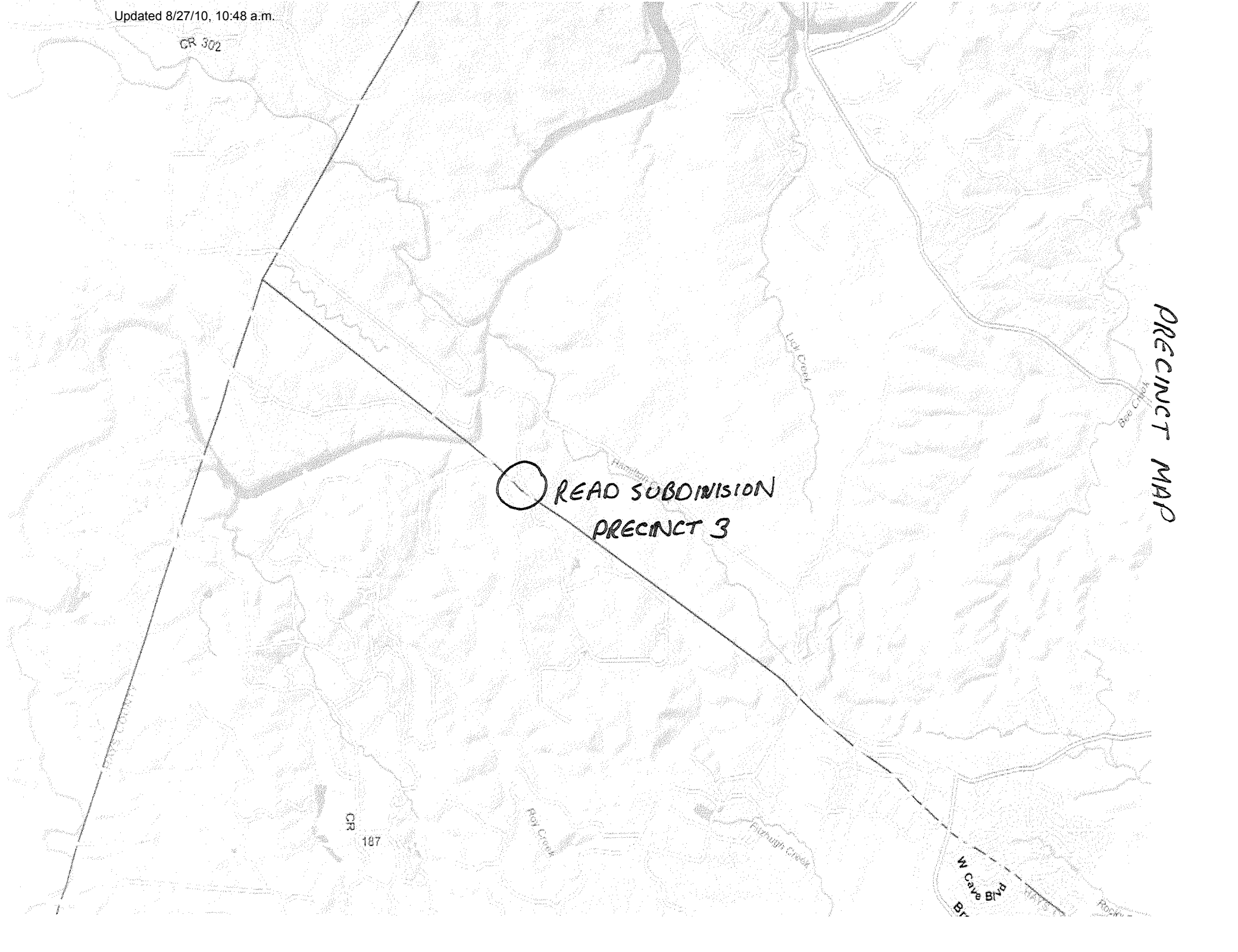
CR 302

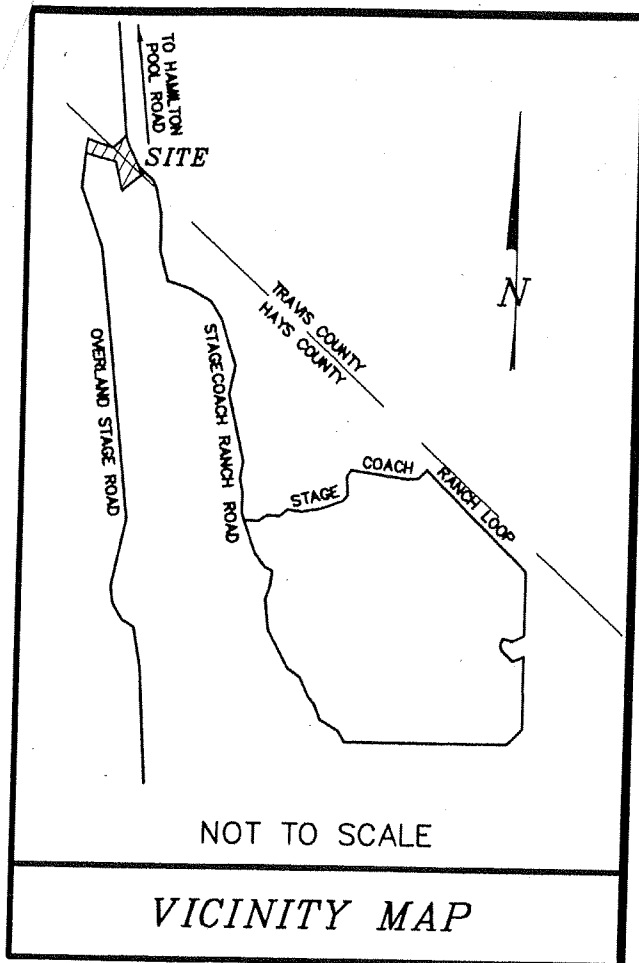
PRECINCT MAP

READ SUBDIVISION
PRECINCT 3

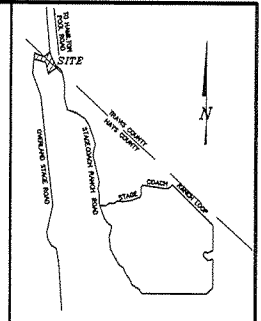
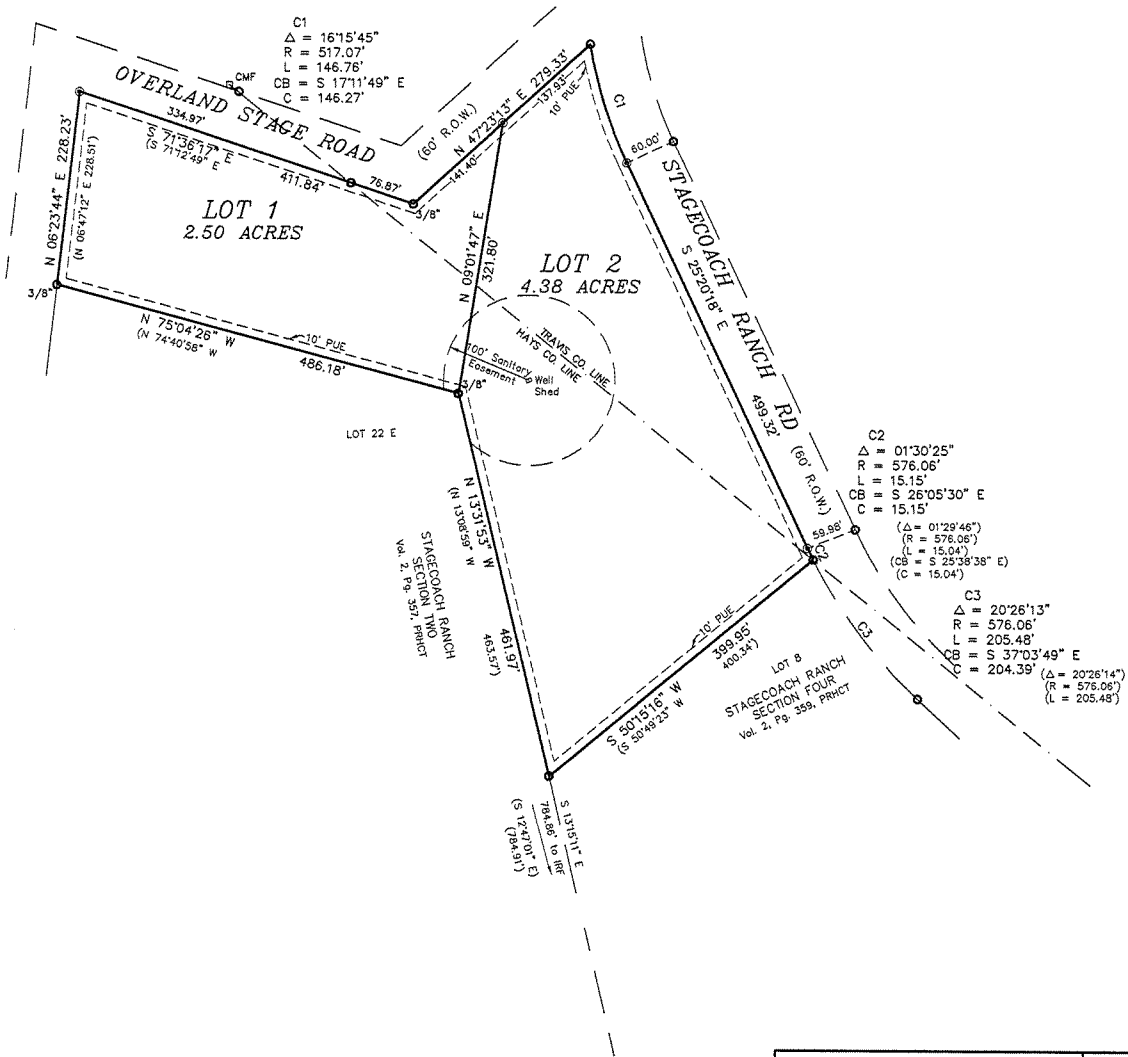
CR
187

W. Cave Blvd





BURCH
REF. HAYS COUNTY COUNTY MONUMENTS
BOOK 1, PAGES 3987, 4007, & 4008



NOT TO SCALE
VICINITY MAP

- LEGEND**
- IRF ○ 1/2" IRON ROD FOUND
 - CMF ◻ CONC COUNTY MONUMENT FOUND
 - IRSC ⊙ 5/8" IRON ROD SET W/CAP
 - OHW- OVERHEAD UTILITY WIRE
 - ⊗ UTILITY POLE
 - GUY WIRE
 - X- WIRE FENCE
 - PUE PUBLIC UTILITY EASEMENT
 - VOL. 403, PG. 32, DRHCT
 - VOL. 8735, PG. 273, RPRCT
 - () RECORD INFORMATION
 - VOL. 2, PG. 359, PRHCT
 - VOL. 2, PG. 357, PRHCT
 - VOL. 403, PG. 32, DRHCT

STAUDT SURVEYING, INC.
 Thomas E. Staudt
 RPLS # 3984
 P.O. Box 1273
 Dripping Springs, Texas 78620
 (512)858-2236

PLAT OF	
READ SUBDIVISION	
HAYS & TRAVIS COUNTY, TEXAS	
Rev:	Date: FEBRUARY 2009
Dr. By: TES	Job #: S09021
DWG #: S09021D	

25

Travis County Commissioners Court Agenda Request

Voting Session 8/31/10
(Date)

Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Partners In Building for sidewalk fiscal for Lake Pointe Section 7 Lot 7 Block a 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: August 11, 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 Lake Pointe Sec 7.

Summary and Staff Recommendation:

Partners In Building, proposes to use these Cash Security Agreements, as follows: Lot 7 Block A \$995.04 Permit #10-1011, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

Required Authorizations:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

Exhibits:

Cash Security Agreement
Map

TP:AMB:tp

1102 Lake Pointe Sec 7

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Partners In Building

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 995.04

SUBDIVISION: LAKE Pointe

Address: 11914 Pleasant ^{PAORAMA} Lot: 7 Block: A ^{VIEW}

DATE OF POSTING: 01-30-10 ADD: 47,500

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 that 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

CashSecurityAgreement/Sidewalks
Page 2

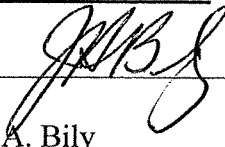
constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

ADDRESS OF DEVELOPER

Signature:  _____

1803 Ranch Road 620 North

Name: Jerry A. Bily

Austin, Texas 78734

Title: Vice President

Date: July 7, 2010

Phone: 512-809-9679

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date

Invoice Date	Invoice Number	P.O. Number	Code	Description	Gross Amount	Adjustment	Net Amount
	Permit	275-183-1110-L	11914	*Pleasant Panoram...	995.04	.00	995.04
				Check 0031199 Total	995.04	.00	995.04

RECEIVED
JUL 29 2010
TNR

Partners In Building, L.P.
17361 Village Green Drive
Houston, TX 77040
Phone (713) 937-1121
Fax (713) 937-1445

Wells Fargo Bank Texas, N.A.

0031199

DATE
07/23/2010

AMOUNT
\$995.04

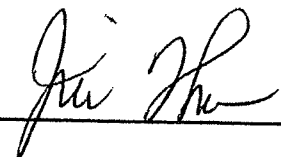
Void After 90 Days

PAY Nine Hundred Ninety Five and 04/100 Dollars

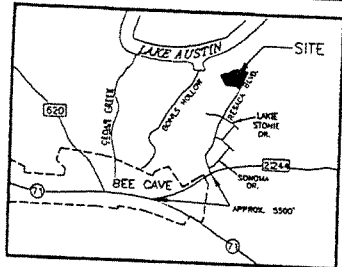
TO THE
ORDER
OF

Travis County
411 West 13th Street
Executive Office
Austin, TX 78767

67610 H



199900395



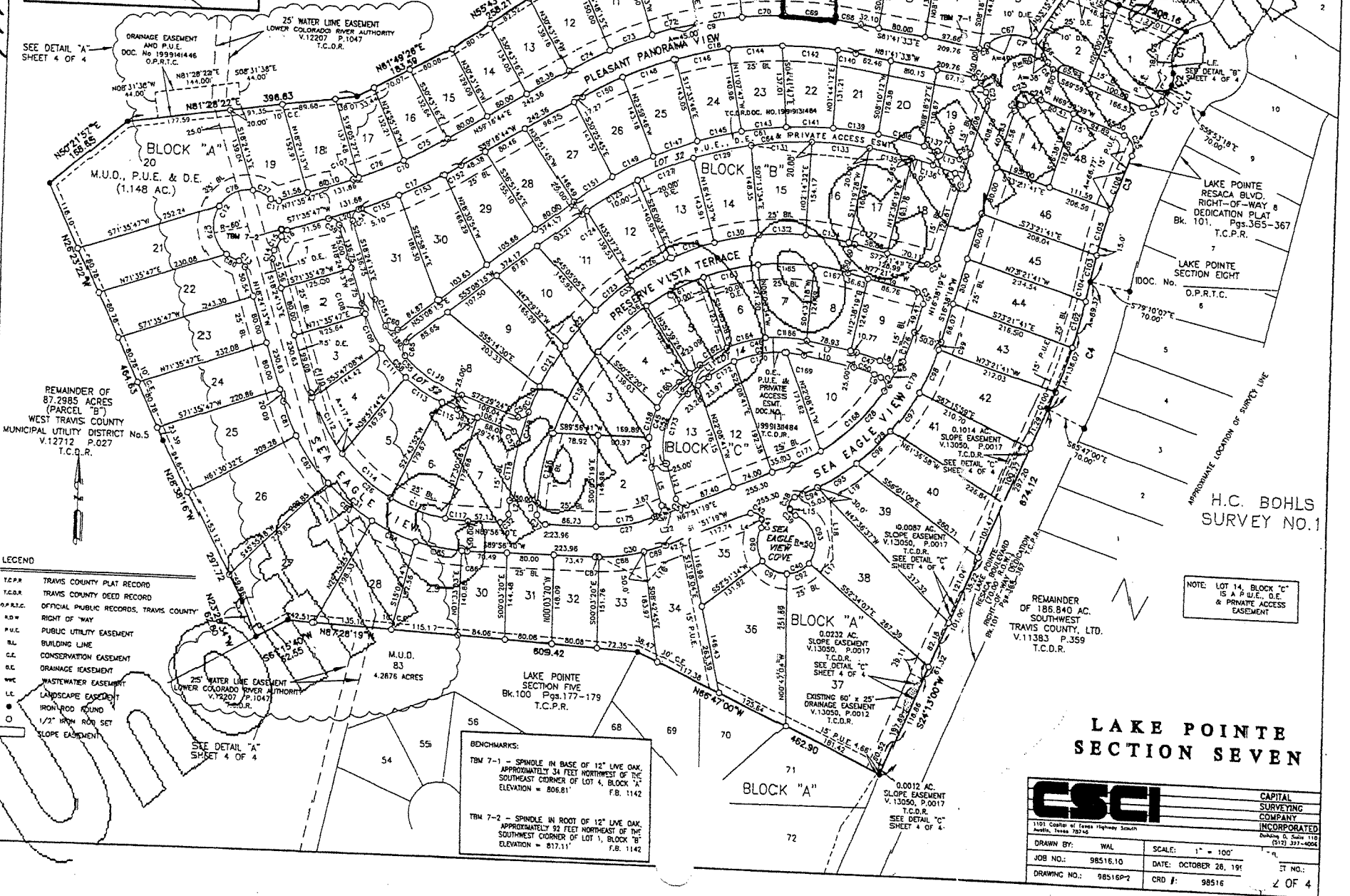
H.T. & B.
RAILROAD COMPANY
SURVEY NO.1

REMAINDER OF
87.2985 ACRES
(PARCEL "B")
WEST TRAVIS COUNTY
MUNICIPAL UTILITY DISTRICT No.5
V.12712 P.027
T.C.D.R.

LAKE POINTE
SECTION SEVEN

REMAINDER OF
87.2985 ACRES
(PARCEL "B")
WEST TRAVIS COUNTY
MUNICIPAL UTILITY DISTRICT No.5
V.12712 P.027
T.C.D.R.

THE MEMORANDUM PLAT OF
LAKE POINTE
SECTION NINE
DOC. No. 199900230
O.P.R.T.C.



PHOTOGRAPHIC

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: August 31, 2010
(Date)

Work Session: _____
(Date)

I. A. Request made by: Patricia A. Young Brown Phone #: 978-8000
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topics:

Consider and take appropriate action regarding approval of a lease assignment from the Travis County Healthcare District d/b/a Central Health to Central Texas Community Health Centers d/b/a CommUnityCare for property located at 6801 I-35 South, Suite 1-E (William Cannon Health Center).

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:

Christopher Gilmore, Assistant County Attorney, 854-9455
Beth Devery, Assistant County Attorney, Division Director, 854-6654

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 24 AM 11:59

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

Agenda Item # ___ for August 31, 2010

REQUEST FOR APPROVAL

TRAVIS COUNTY HEALTHCARE DISTRICT
d/b/a
CENTRAL HEALTH

Subject of Request for Approval: The attached Assignment of Lease Agreement for the William Cannon Health Center.

Authority for Request: Approval is sought under the provisions of Texas Health & Safety Code Section 281.050.

Subject Property: Approximately 2125 square feet in the Northbluff Plaza Shopping Center located at 6801 I-35 South, Suite 1-E, Austin, Texas..

Landlord: LX-Northbluff Center, L.P.

Tenant: Travis County Healthcare District d/b/a Central Health

Background:

On December 11, 2007, Central Health entered into an agreement with Landlord for the Subject Property to serve as the William Cannon Health Center. On July 1, 2010, Central Health assigned its interest in Subject Property to Central Texas Community Health Centers d/b/a CommUnityCare, its affiliated 501(c)(3) non-profit corporation.

When Central Health establish the lease in 2007, the services at the site were being provided by the City of Austin under an interlocal agreement. CommUnityCare is now occupying the space, providing services at the site, and receiving revenue for the services provided. CommUnityCare needs to include the expense for the lease site in its books and records and has therefore requested that Central Health assign the least to it so it can make payments directly to the landlord..

**ASSIGNMENT OF LEASE AGREEMENT
WILLIAM CANNON HEALTH CENTER**

This Assignment of Lease Agreement ("Assignment") is entered into by and among the Travis County Healthcare District ("District" or "Assignor"), Central Texas Community Health Centers d/b/a CommUnityCare ("CommUnityCare" or "Assignee"), and LX-Northbluff Center, L.P., a Texas limited partnership ("Landlord") (collectively, the "Parties").

On December 11, 2007, the District and Landlord entered into a certain lease agreement ("Lease") (Exhibit A) for approximately 2,125 square feet in the Northbluff Plaza Shopping Center located at 6801 IH-35 South Suite 1-E and currently serving as the William Cannon Health Center ("Premises"). CommUnityCare is a section 501(c)(3) non-profit corporation that is affiliated with the District and was created to operate the Community Health Centers located in Travis County to comply with applicable federal regulations related to federally qualified health centers.

The District now wishes to assign to CommUnityCare, and CommUnityCare wishes to assume, the rights, title, and interest in and to the Lease. The Lease permits the District to assign or transfer the Lease, provided the assignment is construed as consistent with, and shall be granted and carried out in full compliance with, Federally Qualified Health Center ("FQHC") Requirements, as that term is defined in the Lease. The Parties agree that an assignment of the Lease to CommUnityCare is consistent with, and shall be granted and carried out in full compliance with, FQHC Requirements.

In consideration of the mutual promises herein expressed and other good and valuable consideration, District assigns, transfers, grants and conveys to CommUnityCare all of District's right, title and interest in, to and under the Lease, a copy of which is attached hereto as Exhibit A. CommUnityCare hereby accepts the assignment granted herein, and assumes and agrees to fulfill all the terms and covenants required by the District as the Tenant under the Lease, including making all payments due or payable on behalf of the Landlord when due and payable.

If CommUnityCare receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against that party and which involves the Premises, then CommUnityCare shall give written notice within three (3) working days after being notified of a claim or other action to the District of: (A) the claim or other action or the threat of it; (B) the name and address of the person, firm, corporation, or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; (C) the basis of the claim, action, or proceeding; (D) the court or administrative tribunal, if any, where the claim, action, or proceeding was

instituted; and (E) the name or names of any person and/or entity(ies) against whom this claim is being made or threatened. This written notice, and any other notice or communication, to District shall be given in the manner provided in the Lease. Except as otherwise directed, CommUnityCare shall furnish to District copies of all pertinent papers received with respect to these claims or actions.

Any notice or other communication to CommUnityCare shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, registered or certified, return receipt requested, addressed as follows:

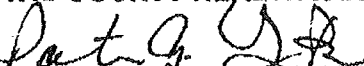
David B. Vliet (or his successor in office)
Chief Executive Officer
Community Health Centers
15 Waller Street, 5th Floor
Austin, Texas 78702

This Assignment is binding on and inures to the benefit of the parties, their respective successors, executors, administrators and assigns.

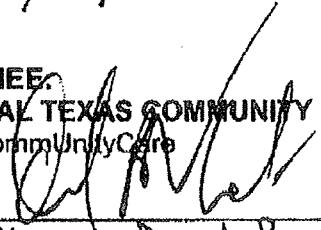
This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.

IN WITNESS WHEREOF, District and CommUnityCare have executed this Assignment effective as of the later date indicated below.

ASSIGNOR:
TRAVIS COUNTY HEALTHCARE DISTRICT

By: 
Printed Name: Patricia A. Young Brown
Title: President, CEO
Date: 6/24/10

ASSIGNEE:
CENTRAL TEXAS COMMUNITY HEALTH CENTERS
d/b/a CommUnityCare

By: 
Printed Name: David B. Vliet
Title: CEO
Date: 6/9/10

CONSENT OF LANDLORD

The Landlord in the Lease, defined in the above Assignment, hereby consents to the Assignment of the Lease from the Travis County Healthcare District to the Central Texas Community Health Centers d/b/a CommUnityCare upon the terms and conditions set forth herein.

LANDLORD:

LX-NORTHBLUFF CENTER, L.P.

By: LX-Northbluff, L.P. by [Signature]

Printed Name: Gleason Van Sheltenbeck

Title: Manager

Date: July 1, 2010

28 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: August 31, 2010
(Date)

Work Session: _____
(Date)

I. A. Request made by: Patricia A. Young Brown Phone #: 978-8000
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topics:

Consider and take appropriate action regarding approval of a lease agreement between Rancho Texas 40 Investments, L.P, Rancho Texas 20 Investments, L.P. and the Travis County Healthcare District d/b/a Central Health for office space at 2028 East Ben White Boulevard.

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:

Christopher Gilmore, Assistant County Attorney, 854-9455
Beth Devery, Assistant County Attorney, Division Director, 854-6654

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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COUNTY JUDGE'S OFFICE
10 AUG 24 AM 11:59

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

Agenda Item # ____ for August 31, 2010

REQUEST FOR APPROVAL

TRAVIS COUNTY HEALTHCARE DISTRICT d/b/a CENTRAL HEALTH

Subject of Request for Approval: The attached Lease Agreement between Rancho Texas 40 Investments, L.P., Rancho Texas 20 Investments, L.P. and the Travis County Healthcare District d/b/a Central Health for office space at 2028 East Ben White Boulevard, Austin Texas.

Authority for Request: Approval is sought under the provisions of Texas Health & Safety Code Section 281.050. The Central Health Board of Managers approved the Lease Agreement at its regular meeting on July 15, 2010.

Subject Property: Approximately 8,773 square feet in Suite No. 400 of a commercial office building located at 2028 East Ben White Boulevard, commonly known as the Wells Fargo Tower Office Building.

Landlord: Rancho Texas 40 Investments, L.P.
Rancho Texas 20 Investments, L.P.

Tenant: Travis County Healthcare District d/b/a Central Health

Background:

Central Health is currently in the process of renovating their administrative offices located at 1111 East Cesar Chavez. The renovation of the building will be extensive and require displacement of staff, equipment, and furniture. Initially, the planning included a phased project approach, which included renovating one half of the building at a time. The phased project would involve moving all staff into to one side of the building while the other side was renovated; and then moving all staff to the renovated side while the other side was completed. Construction time for the phased project was estimated at 300 days. In addition, the phased project would expose employees to the potential hazards of a work environment, as well as disruptions in work. In addition, there would be no staff or visitor parking for an estimated three months. There would also be no on-site meeting facilities for an estimated seven months, including those necessary for Board meetings. This means that considerable time and effort would need to be spent to locate adequate facilities and prepare them for Board meeting.

Based on these considerations, staff explored the possibility of moving all operations off site during the renovation. Based on staff's analysis, it was determined that cost of moving off site (unphased project) would actually cost less and be more efficient. The advantages to moving the office during renovation include the absence of disruptions

Agenda Item # ___ for August 31, 2010

relating to the work environment; no exposure to potential hazards of a work environment; construction time reduced from 300 days to 150 days; ample parking for staff and visitors; and conference and board room on site. The only disadvantages noted are two full staff moves (which would have occurred under the other approach) and providing for the necessary IT/data/phone equipment and cabling.

Essential terms of the Lease:

- This Lease is for a term of 8 months and is set to commence on September 1, 2010.
- Tenant will pay \$13,525 security deposit.
- Base Rental Fees:

Month	Monthly Rental Fee	Annual Basic Rental Per Square Foot
1-8	\$13,525	\$18.50

LEASE INFORMATION

Lease Date: September 1, 2010

Tenant: Travis County Healthcare District d/b/a Central Health

Tenant's Address: 1111 East Cesar Chavez
Austin, Texas 78702

Telephone and Facsimile: Telephone: (512) 978-8155
Facsimile: (512)978-8156 _____

Landlord: RANCHO TEXAS 40 INVESTMENTS, L.P.
RANCHO TEXAS 20 INVESTMENTS, L.P.

Landlord's Address: c/o PRE Management, Inc.
5508 Highway 290 West, Suite 200
Austin, Texas 78735

Telephone and Facsimile: Telephone: (512) 891-0300
Facsimile: (512) 891-0054

Premises: Approximately **8,773** rentable square feet in Suite No. **400** in the office building commonly known as Wells Fargo Tower Office Building (the "Building") located on the land described on Exhibit A-1, whose street address is 2028 East Ben White Boulevard, Austin, Travis County, Texas (the "Land"). The Premises are outlined on the plan attached to the Lease as Exhibit A-2. The term "Project" shall collectively refer to the Building, the Land, the parking area, and easements associated with the foregoing or the operation thereof.

Term: **Eight (8)** months, commencing on or about **September, 1, 2010** ("Estimated Commencement Date") as adjusted pursuant to Exhibit E (the "Commencement Date") and subject to adjustment as provided in this Lease.

Basic Rental:	<u>Month</u>	<u>Monthly Basic Rental</u>	<u>Annual Basic Rental Per Rentable Square Foot</u>
	1-8	\$13,525	\$18.50

Security Deposit: **\$13,525** payable contemporaneously with the Tenant's execution of this Lease.

Rent: Basic Rental and all other sums that Tenant may owe to Landlord under the Lease.

Permitted Use: General Office Use

Tenant's Proportionate Share: **NONE**

Base Year: NONE.

Landlord Improvements: NONE.

The foregoing Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Lease Information and the Lease, then the Lease shall control.

LANDLORD:

RANCHO TEXAS 20 INVESTMENTS, L.P.,
a Texas limited partnership

By: GP Rancho Texas 20 Investments, L.L.C.,
A Texas limited liability company,
its sole general partner

By: _____
Sebastian Stadler, Manager

RANCHO TEXAS 40 INVESTMENTS, L.P.
a Texas limited partnership

By: GP Rancho Texas 40 Investments, L.L.C.,
a Texas limited liability company,
its sole general partner

By: _____
Sebastian Stadler, Manager

TENANT:

Travis County Healthcare District d/b/a Central Health

By: _____
Printed Name: Patricia A. Young Brown
Its: President and CEO

LEASE

THIS LEASE AGREEMENT (this "Lease") is entered into as of _____, 2010 between RANCHO TEXAS 40 INVESTMENTS, L.P., a Texas limited partnership and RANCHO TEXAS 20 INVESTMENTS, L.P., a Texas limited partnership (collectively the "Landlord"), and Travis County Healthcare District d/b/a Central Health, a hospital district created under Section 281 of the Texas Health and Safety Code ("Tenant").

1. **BASIC PROVISIONS.** The definitions and basic provisions set forth in the Lease Information (the "Lease Information") executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes.

2. **LEASE GRANT; TERM TO HAVE AND TO HOLD** the same for a term commencing upon the Commencement Date and ending **eight (8) months** thereafter, to be continuously used and occupied during the term of this Lease by Tenant only for the purpose of general office use and not otherwise. Provided, however, if this Lease is executed before the Premises become vacant, or any improvements the obligation of Landlord as described herein are completed, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the Premises prior to the Commencement Date as above defined, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender same. Landlord hereby waives the payment of rent covering any period prior to tender of possession to Tenant hereunder. The Premises is being leased **AS IS and WITH ALL FAULTS**, and Tenant hereby expressly accepts the Premises in its present condition, and Landlord makes no warranty of any kind, express or implied, with respect to the Premises (without limitation, Landlord makes no warranty as to the habitability or fitness of the Premises). Tenant shall execute and deliver to Landlord, within ten (10) days after Landlord's request therefor, a letter confirming (i) the Commencement Date; (ii) Tenant has accepted the Premises, and (iii) Landlord has performed all of its obligations with respect to the Premises (except for punch-list items specified in the letter), in a form similar or the same as shown on Exhibit E attached hereto.

3. **RENT.**

(a) **Payment.** Tenant shall timely pay to Landlord Rent, without deduction or set off, at Landlord's Address (or such other address as Landlord may from time to time designate in writing to Tenant). Basic Rental shall be payable monthly in advance monthly installments of Basic Rental shall be due on the first day of the **first** full calendar month of the Term and continuing on the first day of each succeeding calendar month during the Term. Basic Rental for any fractional month at the beginning of the Term shall be prorated based on 1/365 of the current annual Basic Rental for each day of the partial month this Lease is in effect, and shall be due on the Commencement Date.

(b) **Excess.** Intentionally Deleted.

(c) **Operating Expenses.** Intentionally Deleted.

(d) **Annual Cost Statement.** Intentionally Deleted.

(e) **Adjustments to Operating Expenses.** Intentionally Deleted.

(f) **Real Estate Tax Protest.** Tenant has no right to protest the real estate tax rate assessed against the Project and/or the appraised value of the Project determined by any appraisal review board or other taxing entity with authority to determine tax rates and/or appraised values (each a "Taxing Authority"). Tenant hereby knowingly, voluntarily and intentionally waives and releases any right, whether created by law or otherwise, to (a) file or otherwise protest before any Taxing Authority any such rate or value determination even though Landlord may elect not to file any such protest; (b) receive, or otherwise require Landlord to deliver, a copy of any reappraisal notice received by Landlord from any Taxing Authority; and (c) appeal any order of a Taxing Authority which determines any such protest. The foregoing waiver and release covers and includes any and all rights, remedies and recourse of Tenant, now or at any time hereafter, under Section 41.413 and Section 42.015 of the Texas Tax Code (as currently enacted or hereafter modified) together with any other or further laws, rules or

regulations covering the subject matter thereof. Tenant acknowledges and agrees that the foregoing waiver and release was bargained for by Landlord and Landlord would not have agreed to enter into this Lease in the absence of this waiver and release. If, notwithstanding any such waiver and release, Tenant files or otherwise appeals any such protest, then Tenant will be in default under this Lease and, in addition to Landlord's other rights and remedies, Tenant must pay or otherwise reimburse Landlord for all costs, charges and expenses incurred by, or otherwise asserted against, Landlord as a result of any tax protest or appeal by Tenant, including, appraisal costs, tax consultant charges and attorneys' fees (collectively, the "Tax Protest Costs"). If, as a result of Tenant's tax protest or appeal, the appraised value for the Project is increased above that previously determined by the Taxing Authority (such increase, the "Value Increase") for the year covered by such tax protest or appeal (such year, the "Protest Year"), then Tenant must pay Landlord, in addition to all Tax Protest Costs, an amount (the "Additional Taxes") equal to the sum of the following: (i) the product of the Value Increase multiplied by the tax rate in effect for the Protest Year; plus (ii) the amount of additional taxes payable during the five (5) year period following the Protest Year, such amount to be calculated based upon the Value Increase multiplied by the tax rate estimated to be in effect for each year during such five (5) year period. Tenant must pay all Additional Taxes - even those in excess of Tenant's proportionate share and which may relate to years beyond the term of this Lease. The Additional Taxes will be conclusively determined by a tax consultant selected by Landlord, without regard to whether and to what extent Landlord may be able in years following the Protest Year to reduce or otherwise eliminate any Value Increase. All Tax Protest Costs and Additional Taxes must be paid by Tenant within five (5) days following written demand by Landlord.

(g) Calculation of Charges. Intentionally Deleted.

4. DELINQUENT PAYMENT; HANDLING CHARGES. All payments required of Tenant hereunder shall bear interest from the date due until paid at the maximum lawful rate. Alternatively, Landlord may charge Tenant a fee equal to 10% of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 4 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest.

5. SECURITY DEPOSIT. If Tenant at any time delivers a Security Deposit to Landlord, such Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (defined below). Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation which Tenant was obligated, but failed, to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Tenant hereby expressly waives the requirements and applicability of TEX. PROP. CODE §§ 93.005 – 93.011, and agrees that Landlord shall return to Tenant the balance of the Security Deposit not applied to satisfy Tenant's obligations within a reasonable time after the Term ends, provided Tenant has performed all of its obligations hereunder. If such waiver is not effective under applicable law, Landlord shall, within the time required by applicable law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

6. LANDLORD'S OBLIGATIONS.

(a) Services. Landlord will provide engineering and building management staff for the Project as determined by Landlord from time to time. Landlord shall use all reasonable efforts to furnish to Tenant (1) water (hot and cold) at those points of supply provided for general use of tenants of the Building in the common areas thereof; (2) heated, ventilated, and refrigerated air conditioning ("HVAC") as appropriate, during normal business hours, at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (3) janitorial service to the Premises on weekdays other than holidays for Building-standard installations (Landlord may bill Tenant separately for extra janitorial service required for non-standard installations) and such window

washing as may from time to time in Landlord's judgment be reasonably required; (4) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during normal business hours and on holidays; (5) replacement of Building-standard light bulbs and fluorescent tubes, provided that Landlord's standard charge for such bulbs and tubes and the labor therefor shall be paid by Tenant; and (6) electrical current during normal business hours other than for computers, electronic data processing equipment, special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage. Landlord shall maintain the common areas of the Building in reasonably good order and condition, except for damage caused by a Tenant Party. As used herein, the term "normal business hours" means 7:00 a.m. - 6:00 p.m. on Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday. If Tenant desires any of the services specified in this Section 6.(a) at any time other than times herein designated, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the business day preceding such extra usage, and Tenant shall pay to Landlord the cost of such services within 10 days after Landlord has delivered to Tenant an invoice therefor. The after hours HVAC charge shall be \$35.00 per hour.

(b) **Excess Utility Use.** Landlord shall use reasonable efforts to furnish electrical current for computers, electronic data processing equipment, special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage through the then-existing feeders and risers serving the Building and the Premises, and Tenant shall pay to Landlord the cost of such service within 10 days after Landlord has delivered to Tenant an invoice therefor. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (1) a survey of standard or average tenant usage of electricity in the Building performed by a reputable consultant selected by Landlord and paid for by Tenant; or (2) a separate meter in the Premises installed, maintained, and read by Landlord, at Tenant's expense. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts or otherwise exceeding Building capacity unless approved in advance by Landlord. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers to or wiring in the Premises. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's cost, if they are necessary and shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment (other than general office machines, excluding computers and electronic data processing equipment) in the Premises which affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within ten days after Landlord has delivered to Tenant an invoice therefor.

(c) **Discontinuance.** Landlord's obligation to furnish services under Section 6.(a) shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations.

(d) **Restoration of Services; Abatement.** Landlord shall use reasonable efforts to restore any service that becomes unavailable; however, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or, except as provided in the next sentence, entitle Tenant to any abatement of Tenant's obligations hereunder. However, if Tenant is prevented from making reasonable use of the Premises for more than 15 consecutive days because of the unavailability of any such service and such unavailability was not caused by a Tenant Party, Tenant shall, as its exclusive remedy therefor, be entitled to a reasonable abatement of Rent for each consecutive day (immediately following such 15-day period) that Tenant is so prevented from making reasonable use of the Premises.

7. **IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE.**

(a) **Improvements; Alterations.** Improvements to the Premises shall be installed at the expense of Tenant only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. No alterations or physical additions in or to the Premises may be made without Landlord's prior written consent. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Premises without the prior written consent of Landlord. All alterations, additions, or improvements (whether temporary or permanent in character, and including all

air-conditioning equipment and all other equipment that is in any manner connected to the Building's plumbing system) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property at the end of the Term and shall remain on the Premises without compensation to Tenant. Approval by Landlord of any of Tenant's drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, (1) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, the Texas Elimination of Architectural Barriers Act, and all rules, regulations, and guidelines promulgated under either of such acts, as amended from time to time (the "**Disabilities Acts**") in the Premises, and (2) Landlord shall bear the risk of complying with the Disabilities Acts in the common areas of the Building, other than compliance that is necessitated by Tenant's particular use of the Premises or improvements or alterations made by Tenant to the Premises (which risk and responsibility shall be borne by Tenant).

(b) **Repairs; Maintenance.** Tenant shall maintain the Premises in a clean, safe, and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Project caused by a Tenant Party (defined below). If Tenant fails to make such repairs or replacements within 15 days after the occurrence of such damage, then Landlord may perform such work. If any such damage affects any area outside of the Premises or the HVAC, plumbing, electrical, life-safety, or other mechanical or utility transmission facility of the Building or is visible in the elevator lobby areas of the Building or from outside of the Premises, then Landlord may repair such damage without delivering to Tenant prior written notice thereof. The cost of any repair or replacement work performed by Landlord under this Section 7 shall be paid by Tenant to Landlord within ten days after Landlord has delivered to Tenant an invoice therefor.

(c) **Performance of Work.** All work described in this Section 7 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord (which approval will not be unreasonably withheld or delayed). Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Landlord covering the cost of the work. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the roof, the structural elements, and the plumbing, electrical lines, or other utility transmission facility). All such work which may affect the Building's HVAC, electrical, plumbing, other mechanical systems, the roof, or structural elements must be approved by the Building's engineer of record, at Tenant's expense.

(d) **Mechanic's Liens.** Tenant shall not permit any mechanic's liens to be filed against any portion of the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has delivered to Tenant an invoice therefor.

8. **USE.** Tenant may use the Premises only for the Permitted Use and shall comply with all Laws relating to the use, condition, and occupancy of the Premises. The Premises shall not be used for any use which is disreputable or creates extraordinary fire hazards or results in an increased rate of insurance on the Building or its contents or the storage of any hazardous materials or substances. If, because of a Tenant Party's acts, the rate of insurance on the Building or its contents increases, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights. Tenant shall conduct its business and control each other Tenant Party, so as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building. Subject to Landlord's reasonable security measures and the Rules and Regulations described in Section 12, Tenant and its agents and employees will have access to the Premises 24 hours a day, 7 days a week.

9. **ASSIGNMENT AND SUBLETTING.**

(a) **Transfers; Consent.** Except as provided in Section 9.(d), Tenant shall not, without the prior written consent of Landlord, (1) advertise that any portion of the Premises is available for lease, (2) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (3) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (4) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (5) sublet any portion of the Premises, (6) grant any license, concession, or other right of occupancy of any portion of the Premises, or (7) permit the use of the Premises by any parties other than Tenant (any of the events listed in Sections 9.(a)(2) through 9.(a)(7) being a "**Transfer**"). Provided that the per rentable square foot rental rate to be paid by such party for such subletting or assignment is not less than the per rentable square foot rate at which Landlord is then offering similar space in the Building to prospective tenants, taking into account all terms of the sublease or assignment in question, Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises to a party which (A) has a good credit standing, (B) is, in the reasonable judgment of Landlord, of a character and reputation or is engaged in a business which would not be harmful to the image and reputation of the Building and can reasonably be expected to perform the obligations of "Tenant" hereunder, (c) will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Building, (D) is not a party engaged in a business which competes with Landlord or any business of another tenant in the Building, (E) is not a tenant in the Building or a prospective tenant of the Building and (F) has been approved by Landlord's Mortgagee. If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Tenant shall reimburse Landlord for its attorneys' fees and other expenses incurred in connection with considering any request for its consent to a Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer, and only to the extent of the rent it has agreed to pay Tenant therefor. No Transfer shall release Tenant from performing the obligations of the "Tenant" under this Lease, rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

(b) **Cancellation.** Landlord may, within 30 days after submission of Tenant's written request for Landlord's consent to a Transfer, cancel this Lease (or, as to a subletting or assignment, cancel this Lease as to the portion of the Premises proposed to be sublet or assigned) as of the date the proposed Transfer was to be effective. If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed Transfer and all brokerage commissions paid or payable by Landlord in connection with this Lease that are allocable to such portion of the Premises. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

(c) **Additional Compensation.** Tenant shall pay to Landlord, immediately upon receipt thereof, all compensation received by Tenant for a Transfer that exceeds the Basic Rental, Electrical Costs and Excess allocable to the portion of the Premises covered thereby.

(d) **Transfer to Affiliate or Subsidiary.** Notwithstanding the provisions of Section 9.(a) requiring Landlord's consent to a proposed Transfer, no such consent shall be required if such Transfer is made to an entity which controls, is controlled by, or is under common control with Tenant, provided (1) the remaining terms and provisions of this Lease (including the remaining terms of Section 9(a)) shall be applicable to the Transfer and the transferee, (2) Tenant furnishes Landlord with evidence, reasonably satisfactory to Landlord, which indicates

that such affiliate will, following any such transfer, have the same or better tangible net worth as Tenant did on the date of this Lease, and (3) Tenant shall notify Landlord of such Transfer within 30 days after the date such Transfer occurs. Until Tenant furnishes the evidence required under clause (2), the Transfer will require Landlord's consent.

10. **INSURANCE; WAIVERS; SUBROGATION; INDEMNITY.**

(a) **Insurance.** Tenant shall procure and maintain throughout the Term the following insurance policies: (1) commercial liability insurance in amounts of not less than a combined single limit of \$2,000,000 (the "**Initial Liability Insurance Amount**") or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord, Landlord's agents and their respective Affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (2) insurance covering the full value of the leasehold improvements in the Premises and other property of Tenant and of others in the Premises, (3) workman's compensation insurance, containing a waiver of subrogation endorsement reasonably acceptable to Landlord, and (4) business interruption insurance. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

(b) **Waiver of Negligence Claims; No Subrogation.** Landlord shall not be liable to Tenant or those claiming by, through, or under Tenant for any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "**Loss**") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Project or failure to make repairs, or from any other cause), **regardless of whether the negligence of any party caused such Loss in whole or in part.** Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy maintained by it that covers the Project, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against by it under the terms hereof, **regardless of whether the negligence or fault of the other party caused such loss; however, Landlord's waiver shall not include any deductible amounts on insurance policies carried by Landlord.** Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

(c) **Indemnity.** Intentionally Deleted.

11. **SUBORDINATION; ATTORNMENT; NOTICE TO LANDLORD'S MORTGAGEE.**

(a) **Subordination.** This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "**Mortgage**"), or any ground lease, master lease, or primary lease (a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "**Landlord's Mortgagee**") without the necessity of any further instrument or act on the part of Tenant. Any Landlord's Mortgagee may subordinate its Mortgage or Primary Lease (as the case may be) to this Lease. Tenant shall execute such documentation as the Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) **Notice to Landlord's Mortgagee.** Tenant shall, contemporaneously with the delivery of any default notice to Landlord, deliver to each Landlord's Mortgagee a copy thereof. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by

certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder after Landlord's cure period to perform such obligation, if any, has expired.

(d) **Landlord's Mortgagee's Liability.** Each Landlord's Mortgagee (or any other successor to Landlord acquiring the Premises by foreclosure, deed in lieu of foreclosure or otherwise in connection with the enforcement of the Mortgage or Primary Lease, as applicable) shall not be: (1) liable for any previous act or omission of Landlord; (2) subject to any credit, demand, claim, counterclaim, offset or defense Tenant may have against Landlord; (3) unless consented to by Landlord's Mortgagee, bound by any modification of this Lease, or by any prepayment of more than one month's rent; (4) bound by any covenant or obligation of Landlord to perform, undertake or complete any work in the Premises or to prepare it for occupancy; (5) required to account for any security deposit of Tenant other than any security deposit actually delivered to Landlord's Mortgagee; (6) bound by any obligation to make any payment to Tenant or grant any credits, except for services, repairs, maintenance and restoration provided for under this Lease to be performed by Landlord after the date of attornment; or (7) responsible for any monies owing by Landlord to Tenant.

12. **RULES AND REGULATIONS.** Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit B. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building and will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

13. **CONDEMNATION.**

(a) **Taking - Landlord's and Tenant's Rights.** If any part of the Building is taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), and such Taking prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord or Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(b) **Taking - Landlord's Rights.** If any material portion, but less than all, of the Project becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to Landlord's Mortgagee, then this Lease, at the option of Landlord, exercised by written notice to Tenant within 30 days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Basic Rental shall abate as provided in the last sentence of Section 13.(a).

(c) **Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Project and other improvements taken, and Tenant may separately pursue a claim against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

14. **FIRE OR OTHER CASUALTY.**

(a) **Repair Estimate.** If the Project is damaged by fire or other casualty (a "Casualty"), Landlord shall, within 60 days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(b) **Landlord's and Tenant's Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 180 days after the commencement of repair and a Tenant Party did not cause such Casualty, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate

within 30 days after the Damage Notice has been delivered to Tenant. If Tenant does not terminate this Lease, then (subject to Landlord's rights under Section 14.(c)) Landlord shall repair the Premises as provided below, and Rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of the repair.

(c) **Landlord's Rights.** If a Casualty damages a material portion of the Project, and Landlord makes a good faith determination that restoring the Building would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant, and Basic Rental hereunder shall be abated as of the date of the Casualty.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, commence to repair the Project and the Premises and shall proceed with reasonable diligence to restore the Project to substantially the same condition as it existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other leasehold improvements in the Premises or in the premises of other occupants in the Building, and Landlord's obligation to repair or restore the Project shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

15. **TAXES.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is primarily liable hereunder.

16. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an "**Event of Default**":

(a) Tenant's failure to promptly pay Rent when due.

(b) Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and, except in the case of Tenant's failure to maintain insurance or failure to comply with the provisions of Section 9 or Section 16(d), such failure continues for a period of 30 days after Landlord delivers to Tenant written notice thereof; however, if such failure is not reasonable susceptible to being cured within 30 days, then such failure shall not constitute an Event of Default if Tenant begins to cure such failure within such 30-day period and thereafter diligently pursues the cure thereof to completion, unless it is not fully cured within an additional 30 days after the initial 30-day period expires;

(c) the filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 16.(c), any guarantor of the Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief Law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure;

(d) Tenant shall attempt to remove all or any part of Tenant's furniture, fixtures, files or equipment from the Premises without prior written notice to Landlord, or Tenant shall desert or vacate any portion of the Premises and Landlord notifies Tenant in writing that Landlord has elected to treat such event as an "**Event of Default**," and

(e) the admission by Tenant that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

17. **REMEDIES.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

(a) Terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, (2) all amounts due under Section 18.(a), and (3) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Discount Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates," minus (B) the then present fair rental value of the Premises for such period, similarly discounted; or

(b) Terminate Tenant's right to possession of the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 18.(a), and (3) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord in its discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section 17.(b). If Landlord elects to proceed under this Section 17.(b), it may at any time elect to terminate this Lease under Section 17.(a).

Additionally, without notice, Landlord may enter upon the Premises to perform any of Tenant's unperformed obligations hereunder and alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

18. **PAYMENT BY TENANT; NON-WAIVER.**

(a) **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant; provided, however, the cost of any remodeling shall not exceed the unamortized cost of the Work completed by Landlord to the Premises pursuant to Exhibit "C" attached hereto, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (5) performing Tenant's obligations which Tenant failed to perform, and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

(c) **Reletting.** Tenant acknowledges that Landlord has entered into this Lease in reliance upon, among other matters, Tenant's agreement and continuing obligation to pay all Rent due throughout the Term. As a result, Tenant hereby knowingly and voluntarily waives, after advice of competent counsel, any duty of Landlord (and any affirmative defense based upon such duty) following any Event of Default to relet the Premises or otherwise mitigate Landlord's damages arising from such Event of Default. If such waiver is not effective under then applicable law or Landlord otherwise elects, at Landlord's sole option, to attempt to relet all or any part of the Premises, Tenant agrees that Landlord has no obligation to: (i) relet the Premises prior to leasing any other space within the Building; (ii) relet the Premises (A) at a rental rate or otherwise on terms below market, as then determined by Landlord in its sole discretion; (B) to any entity not satisfying Landlord's then standard financial credit risk criteria; (C) for a use (1) not consistent with Tenant's use prior to the Event of Default; (2) which would

violate then applicable law or any restrictive covenant or other lease affecting the Building; (3) which would impose a greater burden upon the Building's parking, HVAC or other facilities; and/or (4) which would involve any use of Hazardous Materials; (iii) divide the Premises, install new demising walls or otherwise reconfigure the Premises to make same more marketable; (iv) pay any leasing or other commissions arising from such reletting, unless Tenant unconditionally delivers Landlord, in good and sufficient funds, the full amount thereof in advance; (v) pay, and/or grant any allowance for, tenant finish or other costs associated with any new lease, even though same may be amortized over the applicable lease term, unless Tenant unconditionally delivers Landlord, in good and sufficient funds, the full amount thereof in advance; and/or (vi) relet the Premises, if to do so, Landlord would be required to alter other portions of the Building, make ADA-type modifications or otherwise install or replace any sprinkler, security, safety, HVAC or other Building operating systems.

19. **LANDLORD'S LIEN.** Intentionally Deleted.

20. **SURRENDER OF PREMISES.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. When Tenant's right to possess the Premises ends, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation and fire or other casualty damage not caused by a Tenant Party, as to which Sections 13 and 14 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, except for the initial Work which Landlord is responsible for completing under Exhibit "C", if any, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment, wiring, cabling, and furniture as Landlord may request. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under Section 19. The provisions of this Section 20 shall survive the end of the Term.

21. **HOLDING OVER.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, a daily Basic Rental equal to the greater of (a) 200% of the daily Basic Rental payable during the last month of the Term or (b) the prevailing rental rate in the Building for similar space.

22. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the following rights:

(a) to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, or any part thereof; for such purposes, to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building;

(b) to take such reasonable measures as Landlord deems advisable for the security of the Project and Building occupants, including without limitation searching all persons entering or leaving the Building; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after normal business hours and on Saturdays, Sundays, and holidays, subject, however, to Tenant's right to enter when the Building is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example, but not of limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building;

(c) to change the name by which the Building is designated; and

(d) to enter the Premises at all reasonable hours to show the Premises to prospective purchasers, lenders, or tenants.

23. **SUBSTITUTION SPACE.** Landlord may, at Landlord's expense, relocate Tenant within the Building in space which is comparable in size to the Premises and is reasonable suited to Tenant's use. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of pocket expenses for moving Tenant's furniture, equipment, supplies and telephone equipment from the Premises to the relocation space. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space.

24. **ENVIRONMENTAL REQUIREMENTS.**

(a) **General.** Except for such incidental cleaning agents and solutions or maintenance materials used in the ordinary course or materials and goods stored as part of Tenant's business operations (but such use and storage shall be in compliance with all Environmental Requirements), Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or store or use any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Requirements, and will obtain, comply with, and properly maintain all permits and licenses, or applications required by Environmental Requirements for its operations. The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, or other similar enactments of any governmental authority of agency, and any applicable judicial, administrative or regulatory decrees, judgments, orders, or policies regulating or relating to any Hazardous Materials or pertaining to health, safety, industrial hygiene, or the environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"); the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Air Act; the Federal Water Pollution Control Act; the Federal Hazardous Materials Transportation Act; and all state and local counterparts, supplements or additions thereto, and any regulations or policies promulgated or issued thereunder. The term "**Hazardous Materials**" means and includes petroleum (as defined in CERCLA), asbestos and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements.

(b) **Indemnity.** Intentionally Deleted.

(c) **Assessments.** Landlord shall have access to, and a right to perform inspections and tests of, the Premises as it may require to determine Tenant's compliance with Environmental Requirements and Tenant's obligations under this Section 24. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal the presence of Hazardous Material or reveal, based on Landlord's reasonable determination, that Tenant has not complied with all Environmental Requirements, in which case Tenant shall immediately, upon demand, reimburse Landlord for the cost of such inspection and tests. At the expiration or earlier termination of the Lease, Landlord shall have the right, at its option, to undertake an environmental assessment of the Premises to determine Tenant's compliance with all Environmental Requirements. Landlord will bear the cost of such assessment, provided that, if such assessment indicates any non-compliance by Tenant, the cost of the assessment must be paid for by Tenant. Landlord and Tenant agree that Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

25. **MISCELLANEOUS.**

(a) **Landlord Transfer.** Landlord may transfer, in whole or in part, the Project and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder.

(b) **Landlord's Liability.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and

shall be recoverable from the interest of Landlord in the Project, and Landlord shall not be personally liable for any deficiency. This section shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord. Tenant hereby waives its statutory lien under Section 91.004 of the Texas Property Code.

(c) **Force Majeure.** Other than for Tenant's monetary obligations under this Lease and obligations which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws, or any other causes of any kind whatsoever which are beyond the control of such party.

(d) **Brokerage** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease.

(e) **Estoppel Certificates and Other Information.** From time to time, Tenant shall furnish to any party designated by Landlord or by Landlord's Mortgagee, within ten days after Landlord or Landlord's Mortgagee has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord or Landlord's Mortgagee may reasonably request. Additionally, within five business days after Landlord's or Landlord's Mortgagee's request therefor, Tenant shall deliver to Landlord or Landlord's Mortgagee financial statements for Tenant and any guarantor of Tenant's obligations hereunder as of the most recently ended calendar quarter.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) hand delivered to the intended address, or (3) sent by prepaid telegram, cable, facsimile transmission, or telex followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; and Binding Effect.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

(j) **Joint and Several Liability.** If there is more than one Tenant, then the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, then the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall

any such guarantor be released from its guaranty for any reason whatsoever.

(k) **Captions; Interpretation; Definitions.** The captions in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any Exhibit or amendments hereto. The following terms shall have the following meanings when used in this Lease: "**Laws**" means all federal, state, and local laws, rules and regulations, all court orders, governmental directives, and governmental orders, and all restrictive covenants affecting the Project (including, without limitation, the covenants and restrictions imposed under any declaration affecting the Building), and "**Law**" shall mean any of the foregoing; "**Affiliate**" means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; "**Tenant Party**" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, and invitees; and "**including**" means including without limitation. Except as otherwise provided herein, if Landlord's determination, consent, or approval is required under this Lease, then such determination, consent or approval may be made in Landlord's sole and absolute discretion.

(l) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(m) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(n) **Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A-1	-	Property Description of Land
Exhibit A-2	-	Outline of Premises
Exhibit B	-	Building Rules and Regulations
Exhibit C	-	Furniture
Exhibit D	-	Intentionally omitted
Exhibit E	-	Certificate of Commencement Date
Exhibit F	-	Conflict of Interest Questionnaire

(o) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

(p) **No Implied Warranty.** LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF, DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

(q) **Waiver of Rights under the Deceptive Trade Practices – Consumer Protection Act.** Landlord and Tenant waive their rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et. seq., Business & Commerce Code, a law that gives consumers special rights and protections. Each, after

consultation with an attorney of its selection, voluntarily consents to this waiver.

(r) **Building Name.** Landlord may, at any time and without notice to Tenant, change the name or designation of the Building to any other name the Landlord may deem proper. Tenant shall not, and by this Lease does not, acquire any proprietary or other right to the name of the Building. Any use of the Building, its name or likeness, by Tenant for advertisement or promotional purposes is strictly prohibited without Landlord's prior written permission.

(s) **Furniture.** During the initial term hereof, and provided Tenant is not in default, Landlord will allow as an accommodation to Tenant the temporary use of the furniture, cubicles and fixtures (collectively "Furniture") listed on Exhibit "C" attached hereto. At no time shall Tenant remove any of the Furniture from the Premises without Landlord's prior written approval. Tenant shall at all times maintain the Furniture in good condition, reasonable wear and tear excepted, and not commit any waste or harm to the Furniture. In no event shall Tenant have any ownership interest in or to the Furniture, the same belonging exclusively to Landlord.

(t) **Dispute Resolution.**

- o Definition of Dispute. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Lease.
- o Negotiation. In the event of a Dispute between the parties, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the parties may submit to mediation as set forth herein, provided however, nothing herein shall be construed to expand or extend any time period for the performance of any action required of any party hereto.

- o Mediation. If a Dispute arises between the parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

(u) **Public Information Act.** The parties acknowledge and agree that Tenant is subject to the provisions of the Texas Public Information Act ("PIA"). If Tenant receives a request for disclosure of any information related to the good or services provided under this Lease or for information provided to Tenant under this Lease that constitutes public information under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Landlord authorizes Tenant to submit any information provided under the Lease or otherwise requested to be disclosed, including information that Landlord has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. If Tenant does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, Tenant is not obligating itself by this Agreement to submit the information to the Attorney General for a determination but will notify the Landlord of any such request before disclosing same. Tenant shall have no obligation or duty to advocate the confidentiality of Landlord's material to the Attorney General or to any other person or entity. It is Landlord's responsibility and obligation to make any legal argument to the Attorney General or court of competent

jurisdiction regarding the exception of the information in question from disclosure. Landlord waives any claim against and releases from liability Tenant, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Lease or otherwise created, assembled, maintained, or held by Landlord, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Lease.

(v) **Conflict of Interest.** Landlord shall complete the Conflict-of-Interest Questionnaire (“Questionnaire”), attached to this Lease as Exhibit F, as required by Chapter 176 of the Local Government Code and submit it together with this signed Agreement. Landlord shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, if any statement on the submitted Questionnaire becomes incomplete or inaccurate and submit that updated Questionnaire not later than the seventh (7th) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate to the District Administrative Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702.

(w) **Federal Review.** During the term of this Lease and for a period of four (4) years following termination of the Agreement, Landlord shall make available, upon written request by the U.S. Secretary of Health and Human Services, or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contract, and books, documents, and records necessary to certify the nature and extent of the costs of providing services under this Lease. If Landlord carries out any of the duties of this Lease through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This section is included pursuant to and is governed by the requirements of 42 U.S.C. §1395x.

(x) **Debarment, Suspension and Other Responsibility Matters.** Landlord, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it:

- (a) is not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
- (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Landlord is unable to certify to any of the statements in this Section, Landlord shall provide an explanation of such inability prior to the Effective Date of this Agreement for Tenant’s consideration and evaluation, with the understanding that such may result in termination of this Agreement by Tenant.

(y) **Civil Rights/ADA Compliance.** Landlord shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] even if Landlord is not otherwise required to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

(z) **Prompt Payment Act.** Tenant will comply with all the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code, as applicable.

(aa) **Covenant Against Contingent Fees.** Landlord warrants that no persons have or selling agency has been retained to solicit this Lease upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Landlord to secure business. For breach or violation of this warranty, Tenant shall have the right to terminate this Lease without liability or, in its discretion and as applicable, to add to or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(bb) **Parking.** Provided Tenant is not in default hereunder, Tenant shall have the use upon the Project of open, non-reserved parking spaces, in common with the other tenants of the Project as designated from time to time by Landlord during the term of the Lease.

LANDLORD:

RANCHO TEXAS 40 INVESTMENTS, L.P. AND
RANCHO TEXAS 20 INVESTMENTS, L.P.,
a Texas limited partnership
By: PRE Management, Inc., its authorized agent

By: _____
Sebastian Stadler, President

Date

TENANT:

By: Travis County Healthcare District d/b/a Central Health

By: _____
Patricia A. Young Brown
President and CEO

Date

EXHIBIT "A-1"
PROPERTY DESCRIPTION
2028 East Ben White Boulevard

Lots 1 and 2, ALLIED BANK SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 86, Page(s) 36A of the Plat Records of Travis County, Texas.

EXHIBIT A-2

[Outline of Premises]

EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking garage associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Project without the prior written consent of Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Building except by Building maintenance personnel. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.

4. Landlord may provide and maintain an initial alphabetical directory for all tenants in the main lobby of the Building, and any changes and/or additions shall be in Landlord's discretion and at the cost of \$50.00 per line.

5. Landlord shall provide all door locks in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional door locks in its leased premises without Landlord's prior written consent. Landlord agrees to initially furnish Tenant 10 keys and 45 access cards without charge. Additional keys and access cards will be furnished by Landlord to Tenant at \$35.00 per key/card.

6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision with prior written notice by Tenant, and at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant. Tenant must provide Landlord with a Certificate of Insurance in such amount as reasonably required by Landlord, and naming Landlord as an additional, named insured before Tenant shall move any furniture, files, office equipment or other items into or out of the Building or Premises.

7. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

8. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

9. Tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean. Tenants shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

10. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers,

etc. shall be delivered to any leased area except by persons approved by Landlord.

11. Tenant shall not make or permit any vibration or improper, objectionable, loud, excessive or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

12. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance.

13. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when area is locked against entry or not. It is Tenant's sole responsibility to obtain proper insurance to protect Tenant from theft, fire, damage, and other casualty to person or property in, on, upon or adjacent to the Premises and the Building. **TENANT UNDERSTAND AND AGREES THAT LANDLORD SHALL NOT BE RESPONSIBLE FOR THE UNFORESEEABLE CRIMINAL ACTS OF THIRD PARTIES.**

14. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

15. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

16. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot."

EXHIBIT C
FURNITURE

EXHIBIT D

Intentionally Omitted

EXHIBIT E

CERTIFICATE OF COMMENCEMENT DATE

_____, 2010

Ladies and Gentlemen:

Please refer to that certain Lease Agreement (the "Lease") dated _____, 2010, by and between Rancho Texas 20 Investments, L.P. and Rancho Texas 40 Investments, L.P. Texas limited partnerships ("Landlord"), and the undersigned ("Tenant"), covering office space in Suite _____ (the "Premises") of that certain office building located at 2028 East Ben White Boulevard, Austin, Texas. Capitalized terms not defined herein shall have the meaning given to such terms in the Lease. The undersigned hereby certifies, acknowledges and represents the following to you, all as of the date hereof:

1. The Commencement Date for all purposes under the Lease is _____.
2. The Lease has not been amended except as may be set forth at the end of this Letter.
3. Tenant has accepted the Premises.
4. Landlord has performed all of its obligations with respect to the finish-out, construction and completion of the Premises.

The undersigned hereby agree that this certificate may be relied upon by Landlord and its lenders and partners, as well as their respective successors and assigns.

Very truly yours,

By: _____
Its: _____

Amendments to Lease:

AGREED AND ACCEPTED BY LANDLORD:

Rancho Texas 20 Investments, L.P. and Health
Rancho Texas 40 Investments, L.P.
By: PRE Management, Inc., its authorized agent

By: _____
Sebastian Stadler, President

AGREED AND ACCEPTED BY TENANT:

Travis County Healthcare District d/b/a Central

By: _____
Its: _____

BUDGET AMENDMENTS AND TRANSFERS
FY 2010

8/31/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	2311	545	6099	Dist. Atty.	Other Purchased Services		\$ 50,000	1
		001	9800	981	9892	Reserves	Allocated Reserves	\$ 50,000		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1260	523	0701	ITS	Reg.Salaries-Permnt Empl		\$ 1,800	3
		001	1260	523	0801	ITS	Reg.Salaries-Temp Empl	\$ 1,800		
T2		001	3735	824	8102	Sheriff	Purchsd Serv-Bldg Improvm		\$ 67,928	6
		001	3735	824	8122	Sheriff	Improv Other than Bldg.	\$ 67,928		

Budget Adjustment: 22850

Fyr_ Budget Type: 2010-Reg
 PBO Category: Amendment
 Just: Negbal

Author: 23 - PEARSON, MICHELE
 Court Date: Tuesday, Aug 31 2010
 Transfer back to reserves

Created: 8/24/2010 8:39:25 AM
 Dept: DISTRICT ATTORNEY

From Account	Acct Desc	Project	Proj Desc	Amount
001-2311-545-6099	OTHER PURCHASED SERVICES			50,000
				50,000
To Account		Project		Amount
001-9800-981-9892	ALLOCATED RESERVES			50,000
				50,000

Approvals	Dept	Approved By	Date Approved
Originator	23	MICHELE PEARSON	8/24/2010 8:39:35 AM
DepOffice	23	MICHELE PEARSON	8/24/2010 8:39:41 AM
DepOfficeTo	23	BEVERLY EVANS	8/24/2010 8:45:07 AM

*This is a reversal of BA# 22471 approved by Commissioners
 Court 8/10/10. PBO concurs*

*Kathy Yu
 Heron Ellis*



Rosemary Lehmborg ★ **Travis County District Attorney**

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

M E M O R A N D U M

TO: Travis County Judge and Commissioners

FROM: Rosemary Lehmborg

Judge Skinner for Rosemary Lehmborg

DATE: August 23, 2010

SUBJECT: Return of \$50,000 to Allocated Reserves

On August 10, 2010 Commissioners Court approved a transfer of \$50,000 from General Fund Allocated Reserves to the District Attorney's Office operating budget for the purpose of funding an independent quality assessment and audit of the Austin Police Department (APD) DNA Laboratory.

Thank you for your consideration and approval of my original request. I am pleased to report that I will be able to transfer the total amount back to General Fund Allocated Reserves. The independent quality assessment and audit that is currently being performed will not require funding from Travis County.

cc: Katie Petersen Gipson, Planning and Budget Office

Budget Adjustment: 22766

Fyr _ Budget Type: 2010-Reg
PBO Category: Transfer
Just: CommCodeRq

Author: 12 - MACIK, NICHOLAS
Court Date: Tuesday, Aug 31 2010
Travis County/ACC Intern Program

Created: 8/19/2010 10:09:23 AM
Dept: INFORMATION & TELECOMMUNI

From Account	Acct Desc	Project	Proj Desc	Amount
001-1260-523-0701	REG SALARIES-PERMNT EMPL			1,800
				1,800
To Account		Project		Amount
001-1260-523-0801	REG SALARIES-TEMP EMPL			1,800
				1,800

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	8/19/2010 10:09:37 AM
DepOffice	12	NICHOLAS MACIK	8/19/2010 10:11:24 AM

Savings verified by PBO. PBO concurs
RLL [signature] 8/24/10
[signature]

Randy Lott - TC/ACC Internship Program - Please Read - Action Required by August 6th

From: Diane Blankenship
To: Commissioners Court; Elected-Appointed Officials; HR Liaisons
Date: 8/2/2010 3:34 PM
Subject: TC/ACC Internship Program - Please Read - Action Required by August 6th
CC: Claudia Garcia; Cynthia Lam-Roldan; Harve Franklin; Kimberly Austin-Smith; Regena Dorval; Thelma Riley; Todd Osburn; Tracey Calloway; Travis Gatlin
Attachments: Claudia Garcia; Cynthia Lam-Roldan; Harve Franklin; Kimberly Austin-Smith; Regena Dorval; Thelma Riley; Todd Osburn; Tracey Calloway; Travis Gatlin

All,

Travis County and Austin Community College (ACC) are partnering to provide students with meaningful government work experiences through the Travis County/ACC Internship Program.

Some of you have already had the experience of employing students from this Internship Program during past semesters. For those of you who haven't, the Internship Program is a *win/win* for the County and the mature, adult students who gain exposure to a "real world" work environment, which enhances students' knowledge and provides hands-on educational experiences. In addition, the program provides County managers/supervisors with opportunities to mentor on public policy issues, special projects, as well as the daily delivery of critical public services. Through intern experiences students may even choose a public service career; thus, an enhancement to the County's recruiting program.

Attached is information on the Travis County/ACC Internship Program, including the Intern Request Form, with a requested return to harve.franklin@co.travis.tx.us, no later than August 6, 2010

If you need additional information, contact Harve Franklin at 854-4824.

Please join us to make this another successful Travis County/ACC Internship Program year.

Diane Blankenship

Director, Travis County HRMD
1010 Lavaca Street, 2nd floor
P.O. Box 1748
Austin, Texas 78767
phone: 512-854-9165
fax: 512-854-4827

TRAVIS COUNTY

AUSTIN COMMUNITY COLLEGE (ACC) INTERNSHIP PROGRAM

PURPOSE OF THE PROGRAM

Travis County, in partnership with the Austin Community College, established an Internship Program to provide students with an opportunity to gain meaningful professional work experience in the area of public service. Students are exposed to current public policy issues and are able to observe and interact with programmatic decision makers and constituents in a "real world" structured working environment.

PROGRAM SCHEDULE

Five (5) students are available for the Fall 2010 and Summer 2011 Semesters. The Fall 2010 Semester will be conducted from August 23, 2010 - December 12, 2010. The dates for the Summer Semester have not been determined.

DEPARTMENT PARTICIPATION (ACC Intern Request Form)

Departments wishing to participate should complete the attached **ACC Intern Request Form**. The information provided on the form will be used to match the intern with an assignment based the department's need and the intern's interests and demonstrated skills.

Follow the Processing Procedures below to confirm the availability of funds. After confirmation of funding, return the ACC Intern Request Form to Harve Franklin, harve.franklin@co.travis.tx.us no later than August 6, 2010.

COST

The estimated cost for one intern is \$5,177 based on a salary rate of \$15 per hour, 20 hours per week for a total of 16 weeks.

PROCESSING PROCEDURES

1. Contact PBO via email with subject "*ACC Intern Temporary Slot Confirmation*", to confirm available funds. Please identify the proposed funding source within your email and CC Cynthia Lam-Roldan. Departments have been able to internally cover these costs in the past and are strongly encouraged to continue to do so. An Earmark against the FY 11 Allocated Reserve has been established to provide resources for departments with a verified need for an intern that are not able to internally fund the program. A request to use the Earmark would need to be submitted to PBO. PBO will then coordinate with HRMD and the department to place the item on the Commissioners Court's agenda.

Provide the following information in the email:

- Position Title: ACC Intern
- Job Code: 98300
- # Hours: 20 hrs/week for 16 weeks
- Pay rate: \$15.00/hr
- Temporary Slot Status: "02"
- # of Slots Requested (Provide #)
- Funding Source (Account # -14 digits) (Provide #)

2. Compensation will set-up the temporary slot upon receiving funding confirmation email from PBO.
3. Compensation will notify the department that the slot number is assigned.
4. The Department will generate the PAF to hire the Intern.

CONTACT

Cynthia Lam-Roldan, Cynthia.Lam-Roldan@co.travis.tx.us, 854-4822 for questions regarding requesting a temporary slot.

Harve Franklin, Harve.Franklin@co.travis.tx.us, 854-4824 for all other questions regarding the Internship Program.



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst

A handwritten signature in blue ink, appearing to read "Bill Derryberry", is written over the printed name.

DATE: August 24, 2010

SUBJECT: TCSO CAR Budget Transfer

The Travis County Sheriff's Office (TCSO) is requesting a transfer of \$67,928, from the remaining savings in the Buildings 2 & 3 Security Control Panels Project (001-3735-824-8102) in the Corrections Bureau to provide funds for the Corrections Parking Lot Project (001-3735-824-8122) currently funded at \$300,000 from the 2009 State Criminal Alien Assistance Program (SCAAP) Grant reimbursement in December 2009. Please see the attached memorandum from the Sheriff's Office on this transfer.

With approval of this change and previous appropriation changes on July 13, 2010, the remaining budget balance in the Security Control Panels Project of \$67,928 will be used.

PBO recommends proceeding with this \$67,928 transfer to provide sufficient funding for the 200 space Corrections Parking Lot.

Cc: Sheriff Greg Hamilton
Major Darren Long - TCSO Correction Bureau
Major Mark Sawa - TCSO Administration Bureau
Mark Stefanov - TCSO Facilities Engineer
Michael Hemby - TCSO Planning Manager
Maria Wedhorn, Senior Financial Analyst, TCSO
Rodney Rhoades, Executive Manager - PBO
Leroy Nellis, Budget Director - PBO



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Date: August 16, 2010

To: Rodney Rhoades, Executive Manager - Planning & Budget

VIA: Maria Wedhorn

From: Mark Stefanov, Senior Facilities Maintenance Engineer

Subject: Capital Funds Reallocation Request from the "Building 2 and 3 Control Panel Project" to "TCCC Parking Lot On Ball Field Project"

The Sheriff's Office requests your support in obtaining authorization to use part of the savings from the Building 2 and 3 Control Panel Project, \$67,928.00 to augment the currently allocated funding for the TCCC Parking Lot On Ball Field. Additional funds are needed to provide for 200 parking spaces to support the Travis County Corrections Complex Parking Lot supporting the operations rather than the 100 originally estimated and funded.

The first plan, several years ago, was to construct the parking lot with Building 12, the 1,336 bed building recently completed. During the Building 12 procurement process a decision was made to postpone a parking lot construction and use alternate parking. During the Building 12 construction process it was determined that the alternate parking solution was not viable. A project was implemented and estimated to provide approximately 100 new parking spaces. Since the opening of the new building, it has been determined that 100 spaces will not meet the true needs. During the design process for the new 100 parking spaces, the need was seen to be a possible requirement. Therefore the TCCC Parking Lot On Ball Field design addressed the option of constructing more than 100 spaces in two options. However, funding was only found for the 100. The first option provide for 202 spaces, while the second could provide 272.

The preliminary estimate was done before the project was actually started by a significant time. Escalating construction costs have contributed to the project being short of the funding to build the needed 200 spaces. It should be noted that the civil



Safety, Integrity, Tradition of Service

7

construction bid process is just being started so an actual cost has not been obtained for it. However, the electrical lighting costs have been bid and require an additional funding of \$23K to provide for the 202 spaces. This compares favorably to the \$60K originally estimated for lighting costs for the 100 spaces.

The saved Building 2 and 3 Control Panel Project funding exists and has been reported to PBO as an expected encumbrance with this memo formally requesting it. This memo is to request your office's permission to utilize the funding for "TCCC Parking Lot On Ball Field Project".

Questions may be directed to me at 512-854-5321. I appreciate your quick response to this request.

COPY TO: Maria Wedhorn (via e-mail),
Major Long (via e-mail),
William Derryberry (via e-mail),
File



Safety, Integrity, Tradition of Service

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

Find | Next

Acrobat (PDF) file

Export

Budget Adjustment: 22782

Fyr _ Budget Type: 2010-Reg

Author: 37 - WEDHORN, MARIA

Created: 8/19/2010 3:58:20 PM

PBO Category: Transfer

Court Date: Tuesday, Aug 31 2010

Dept: SHERIFF

Just: Other

Transfer remaining savings from Control Panel project toward Parking Lot Construction.
Electrical quote from Contract vendor exceeds original quote.

From Account	Acct Desc	Project	Proj Desc	Amount
001-3735-824-8102	PURCHSD SERV-BLDG IMPROVM			67,928
				67,928
To Account		Project		Amount
001-3735-824-8122	IMPROV OTHER THAN BLDG			67,928
				67,928

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	8/19/2010 3:58:28 PM
DepOffice	37	MARIA WEDHORN	8/19/2010 3:58:30 PM

Page 1

approved M.M. Dougherty 8/24/10
Reseyr Ellis 8/25/10

9

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

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	Reimbursement Resolution - Real Estate
(\$25,000)	TNR	3/23/10	Envision Central Texas
(\$20,000)	Facilities	3/23/10	Reimbursement Resolution-Due Diligence Insp
(\$250,000)	Facilities	3/30/10	Reimbursement Res.- 700 Lavaca Bldg
(\$485,009)	Facilities	3/30/10	Construction/FFE/ITS/moves for HHS Lease
(\$11,177)	Facilities	3/30/10	New HHS lease for one month
(\$43,497)	Purchasing	4/6/10	FTE - Purchasing Agent IV
(\$1,200)	Purchasing	4/6/10	FTE - Office Equip, Furn & Supp
(\$29,771)	PBO	4/13/10	Broadbus Mod.6
\$11,375	HHS	4/16/10	Canceled Purchase Orders
(\$93,565)	County Attorney	4/27/10	New Atty. & Legal Secretary/Land Use Issues
(\$42,907)	General Administration	4/27/10	Waller Creek TIF
\$99,688	Various Dept.	4/22/2010	Canceled Purchase Orders
(\$32,055)	Gen. Admin	5/4/2010	Bond Issuance Cost
\$1,940	Various Dept.	5/3/2010	Canceled Purchase Orders
\$914	TNR	5/3/2010	Canceled Purchase Orders
\$12,999	Various Dept.	5/17/2010	Canceled Purchase Orders
(\$562,902)	County Clerk	5/25/2010	Expenses - Primary Election Runoff
(\$55,000)	TNR	5/25/2010	Utilities
(\$405,000)	Facilities	5/25/2010	Professional Services - 700 Lavaca
(\$9,638)	JP Pct. 3	5/25/2010	Temporary Salaries
\$11,675	Various Dept.	5/27/2010	Canceled Purchase Orders
\$20,940	Various Dept.	6/4/2010	Canceled Purchase Orders
\$765	Facilities	6/10/2010	Liquidate Prior Year Purchase Order
(\$4,729)	General Administration	6/22/2010	Terminal Pay & Temp backfill for Admin. Position in the Intergovernmental Office
\$98	TNR	6/28/2010	Liquidate Prior Year Purchase Order
\$4	HHS	7/1/2010	Liquidate Prior Year Purchase Order
(\$5,000)	TNR	7/6/2010	Wild Basin Preserve Mgmt Fee to St. Ed's
(\$2,500)	PBO	7/6/2010	Court direction; related to item #28, 6/29/10
(\$600,000)	Civil Courts	7/13/2010	Legal Mandated Fees
(\$50,000)	Records Mngt.	7/20/2010	Postage
\$4,816	Sheriff	7/19/2010	Liquidate Prior Year Purchase Order
\$2,578,800	TNR	7/20/2010	Move funds from Fleet for Reimbursement Resolution for FY 10 Capital Equipment Purchase

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

(\$5,250)	TNR	8/3/2010	Tenant Relocation payment for the Onion Creek Open Space buyout project
\$1,359,135	Various Dept	7/30/2010	Reimbursement Resolutions - Various
(\$50,000)	District Attorney	8/10/2010	APD DNA Lab Audit
\$13,536	Various Depts	8/13/2010	Liquidate Prior Year Purchase Order
(\$56,682)	TNR	8/24/2010	Budget Correction - Parks Division
\$68,544	Various Depts	8/25/2010	Liquidate Prior Year Purchase Order
\$4,237,318	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$200,000)	Court Appointed Attorney Fees-Capital Cases
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$672,233)	Total Possible Future Expenses (Earmarks)
\$3,565,085	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
(\$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
(\$2,403)	ITS	4/6/10	Office Equip, Furn & Supp - Purchasing FTE
(\$357)	ITS	4/6/10	Educ, Com, Eq & Supp - Purchasing FTE
(\$5,495)	Facilities	7/20/10	Law Enforcement Equipment
(\$460)	Facilities	7/20/10	Law Enforcement Equipment
\$388,698 Current Reserve Balance			

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

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

\$293,198 Remaining CAR Balance After Possible Future Expenditures

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

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

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

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

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$43,092 (\$22,288)	Facilities	5/25/10	Beginning Balance Maintenance of Bldg.
\$20,804 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,812,685			Beginning Balance
(\$2,161,824)	ITS	12/15/09	Reimbursement Resolution-Computer Equip.
(\$50,000)	Tax	12/15/09	Reimbursement Resolution - Web Browser Software
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution - AHU/HVAC upgrades at Gault and EOB
(\$7,189,337)	EMS	2/23/10	Reimbursement Resolution - purchase & completion of new SF aircraft and 2 aircraft contracts
(\$735,000)	Facilities	4/6/10	Reimbursement Resolution - Airport Blvd. Property Purchase
\$50,000	Tax	6/28/10	Web Browser Software-Reverse Reimbursement Resolution
\$7,189,337	EMS	7/19/10	Reimbursement Resolution - procurement of helicopter
\$2,161,824	ITS	7/21/10	Projects funded thru Reimbursement Resolution in December 2009
\$2,999,000	Facilities	7/30/10	Reimbursement Resolution-Gault AHUs/Control Replacement; EOB HVAC Replacement and Purchase of Lot 6, 5325 Airport
\$43,812,685	Current Reserve Balance		

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

08-31-10

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 contract with Austin/Travis County Integral Care to continue the the Austin/Travis County Integral Care Community Partners for Children Coordinator Program in Juvenile Probation, and
- B. Permission to continue the Family Drug Diversion Court Program in the Civil Courts until the forthcoming agreement is fully executed, and

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

8/31/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2010

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

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total FTEs	PBO Notes	Auditor's Assessment	Page #
Contracts									
a 45	Austin/Travis County Integral Care (ATCIC) Community Partners for Children Coordinator	9/1/2010 - 8/31/11	\$73,710	\$0	\$0	\$73,710 1	R	MC	16

Permission to Continue Information

Dept	Grant Title	Grant Period	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE	PBO Notes	Auditor's Assessment	Page #
b 22	Drug Diversion Court	9/1/2010 - 8/31/2011	\$5,112	\$5,112	\$10,224	1	R	MC	34

PBO Notes:

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

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

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

FY 2010 Grants Summary Report

Outstanding Grant Applications

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	10/6/2009
14	<i>American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation</i>	<i>12/4/2009-4/30/2011</i>	<i>\$2,000,000</i>	<i>\$360,000</i>	<i>\$40,000</i>	<i>\$2,400,000</i>	<i>0</i>	<i>10/27/2009</i>
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
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
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

Multi Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/9/2010
45 Grant to Expand Substance Abuse Treatment Capacity for Juvenile Treatment Drug Court	10/1/2010 - 9/30/2011	\$324,830	\$48,289	\$0	\$273,119	3	2/23/2010
24 Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	3/2/2010
19 Family Violence Accelerated Prosecution Program	9/12/2010 - 8/31/2011	\$88,948	\$31,220	\$16,675	\$136,843	1.5	3/2/2010
45 Front End Therapeutic Services Program	9/1/2010 - 8/31/2011	\$28,000	\$0	\$0	\$28,000	0	3/2/2010
45 Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,844	\$0	\$0	\$49,884	0	3/2/2010
45 Travis County Eagle Re-Entry Program	10/1/2010 - 9/30/2011	\$382,685	\$0	\$382,685	\$765,370	6.45	3/2/2010
37 TCSO Child Abuse Victim Services Personnel	10/1/2010 - 9/30/2011	\$39,926	\$9,982	\$0	\$49,908	1	3/2/2010
58 Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	\$122,573	\$0	\$0	\$122,573	0	3/9/2010
40 OVW FY 2010 Safe Havens: Supervised Visitation and Safe Exchange	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0	3/9/2010
39 Grants to Expand Substance Abuse Treatment Capacity for Adult Drug Courts RFA No. T1-10-011	10/1/2010 - 9/1/2013	\$619,356	\$0	\$0	\$619,365	0	3/9/2010
22 Family Drug Treatment Court (Grant #1974704)	9/1/2010 - 8/31/2011	\$184,981	\$0	\$0	\$184,981	2	3/16/2010
24 Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	3/16/2010
24 Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$206,003	\$0	\$0	\$206,003	2	3/30/2010

39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	1	3/30/2010
55	<i>Mental Health Public Defender Expansion Grant</i>	<i>09/01/2010 - 8/31/2012</i>	<i>\$200,000</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$250,000</i>	<i>2</i>	<i>4/6/2010</i>
45	Travis County COPE (Collaborative Opportunities for Positive Experiences) Expansion Program	10/1/2010 - 9/30/2012	\$199,986	\$0	\$49,998	\$249,984	1.38	4/6/2010
45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/01/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	4/6/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$0	\$0	\$500,000	1	4/20/2010
37	State Criminal Alien Assistance Program - SCAAP 10	7/1/2008 - 6/30/2009	\$39,278,809	\$0	\$0	\$39,278,809		4/20/2010
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2010 - 9/30/2013	\$350,000	\$80,000	\$36,667	\$466,667	1.5	4/27/2010
45	Access and Visitation -Cooperative Parent Program	09/01/2010 - 8/31/2011	\$29,870	\$2,987	\$0	\$32,857	0	5/4/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2010 - 8/31/2011	\$655,899	\$319,936	\$0	\$975,835	11	5/4/2010
45	The National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2010 - 6/30/2011	\$262,600	\$0	\$0	\$262,600	0	5/11/2010
55	Travis County Mental Health Public Defenders Office	10/1/2010 - 9/30/2011	\$125,000	\$500,000	\$0	\$625,000	8	5/11/2010
37	Walmart Local Community Contribution Program	5/26/2010 - 9/30/2010	\$500	\$0	\$0	\$500	0	6/1/2010

49	FY 11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	6/8/2010
49	CAPCOG FY 11 Solid Waste Enforcement Grant	9/1/2010 - 7/31/2011	\$11,723	\$0	\$0	\$11,723	0	6/8/2010
37	2010 Byrne Justice Assistnce Grant	10/1/2010 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	6/22/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	6/29/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	6/29/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force (REVISED)	9/1/2010 - 8/31/2011	\$616,867	\$319,936	\$0	\$936,803	11	7/6/2010
58	Coming of Age (formerly RSVP) Federal	10/1/2010-9/30/11	\$63,119	\$18,935	\$0	\$82,054	0.59	7/13/2010
58	Coming of Age (formerly RSVP) State	9/1/10-8/31/11	\$23,800	\$23,800	\$0	\$47,600	0	7/13/2010
55	Renewing Our Communities Account (ROCA)	10/1/2010 - 9/30/2011	\$40,000	\$0	\$0	\$40,000	1	8/10/2010
			\$53,387,475	\$4,351,548	\$630,623	\$58,091,495	80.35	

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	<i>Energy Efficiency and Conservation Block Grants - Recovery (ARRA)</i>	<i>10/2009 - 04/2011</i>	<i>\$2,207,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,207,900</i>	<i>0</i>	<i>10/6/2009</i>
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000	\$0	\$7,575,000	0	10/6/2009
58	<i>2009 Phase 27 ARRA Emergency Food and Shelter Program</i>	<i>04/01/2009 - 12/31/2009</i>	<i>\$41,666</i>	<i>\$0</i>	<i>\$0</i>	<i>\$41,666</i>	<i>0</i>	<i>10/6/2009</i>
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	0	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	0	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	0	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	0	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	0	11/17/2009
37	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	<i>3/1/2009 - 2/28/2013</i>	<i>\$495,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$495,000</i>	<i>0</i>	<i>11/17/2009</i>

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	0	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	0	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	0	11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905	\$0	\$0	\$106,905	0	11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000	0	12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279	\$0	\$0	\$988,279	0	12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000	\$0	\$0	\$20,000	0	12/15/2009
23	Project Safe Neighborhoods	12/1/2009 - 12/31/2010	\$29,410	\$0	\$0	\$29,410	1	1/5/2010
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	2/20/2010
58	Atmos Energy Keeping the Warmth Program	2/12/2010 - 1/31/2010	\$25,000	\$0	\$0	\$25,000	0	2/9/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant	2/16/2010 - 12/31/2010	\$8,517.96	\$0	\$0	\$8,517.96	0	2/16/2010
58	<i>Parenting in Recovery</i>	<i>9/30/2009 - 9/29/2010</i>	<i>\$508,690.70</i>	<i>\$80,000.00</i>	<i>\$45,000.00</i>	<i>\$633,690.70</i>	<i>1</i>	<i>2/23/2010</i>
55	<i>Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)</i>	<i>10/1/2009 - 9/30/2010</i>	<i>\$487,359</i>	<i>\$0</i>	<i>\$0</i>	<i>\$487,359</i>	<i>0</i>	<i>2/23/2010</i>
58	Comprehensive Energy Assistance Program (CEAP)	1/1/2010 - 12/31/2010	\$2,934,664	\$0	\$0	\$2,934,664	0	3/2/2010

58	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$2,311,350	\$0	\$0	\$2,311,350	0	3/2/2010
49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	5/6/2008 - 8/31/2010	\$1,259,730.11	\$0	\$0	\$1,259,730.11	0	3/9/2010
55	Office of Child Representation	10/1/2009 - 9/30/2010	\$239,662	\$443,338	\$0	\$673,000	8	3/16/2010
55	Office of Parental Representation	10/1/2009 - 9/30/2010	\$190,160	\$482,840	\$0	\$673,000	8	3/16/2010
58	SVCI (Seniors and Volunteers for Childhood Immunization)	9/1/2009 - 8/31/2010	\$8,845.20	\$0	\$0	\$8,845.20	0.25	3/30/2010
58	Casey Family Programs Community and	1/1/2010 -	\$80,000	\$0	\$0	\$80,000	1	3/30/2010
58	RSVP	10/1/2009 - 9/30/2010	\$63,119	\$6,312	\$0	\$69,431	0.5	3/30/2010
37	2007 LETTP	10/12/2007 - 2/28/2010	\$99,240	\$0	\$0	\$99,240	0	3/30/2010
58	SVCI (Seniors and Volunteers for Childhood Immunization) Advisory Council	10/1/2009 - 9/30/2010	\$4,000	\$0	\$0	\$4,000	0.25	4/13/2010
58	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$2,311,350	\$0	\$0	\$2,311,350	0	4/13/2010
37	Auto Theft Prevention Authority Supplemental Grant	4/1/2010 - 8/31/2010	\$37,300	\$0	\$0	\$37,300		4/27/2010
58	LIHEAP Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$840,144	\$0	\$0	\$840,144	0	5/25/2010
58	2010 Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	\$111,839	\$0	\$0	\$111,839	0	6/1/2010
45	State Case Registry and Local Customer Service Contract	9/1/2008 - 8/31/2010	\$80,000	\$0	\$0	\$80,000	0.5	6/15/2010
24	Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	6/15/2010
37	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA).	4/1/2010 - 3/31/2011	\$64,599	\$0	\$0	\$64,599	1	6/15/2010

58	AmeriCorps	8/1/2009 - 7/31/2010	\$278,239.01	\$269,446.00	\$10,160.00	\$557,845.01	20	6/29/2010
58	<i>Communties Putting Prevention to Work (Tobacco Cessation) (ARRA)</i>	<i>6/11/10-6/10/12</i>	<i>\$120,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$120,000</i>	<i>1.5</i>	<i>7/13/2010</i>
12	SAVNS Statewide Victim Notification Service	9/1/2010 - 8/31/2011	\$26,333	\$0	\$0	\$26,333	0	7/20/2010
37	SCATTF- Sheriff's Combined Auto Theft Task Force	9/1/10- 8/31/11	\$616,867	\$319,936	\$0	\$936,803	11	7/20/2010
58	ARRA WAP Weatherization Assistance Program Amendment 2	9/1/2009 - 8/31/2011	\$4,622,699	\$0	\$0	\$4,622,699	0	8/3/2010
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	\$67,200	\$67,200	\$0	\$134,400	0	8/10/2010
19	Underage Drinking Prevention Program	10/1/2008 - 9/30/2011	\$178,749	\$35,715	\$119,504	\$333,968	3	8/10/2010
49	Amendment Number 4 to Contract for Local Initiatives Program (LIP) contract for the, Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	5/6/2008 - 8/31/2013	\$443,186.97		\$221,593.48	\$664,780.45	0	8/10/2010
55	Travis County Mental Health Public Defenders Office	10/1/2010 - 5/31/2011	\$73,506	\$343,161		\$416,667	8	8/10/2010
58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,282	\$164,415	\$104,856	\$564,553	0	8/17/2010
45	State Case Registry and Local Customer Service Contract	09/1/2010 - 08/31/2012	\$78,100	\$0	\$0	\$78,100	0.5	8/17/2010
58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$93,672	\$0	\$0	\$93,672	0	8/24/2010
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/19/2009 - 8/31/2012	\$590,797	\$0	\$0	\$590,797	1.88	8/24/2010
45	Access and Visitation	9/1/2009 - 8/31/10	\$21,169	\$2,700	\$0	\$23,869	0	8/24/2010
			\$35,523,643	\$4,984,702	\$620,617	\$41,118,962	78.21	

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	3/30/2010	Yes
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010	3/2/2010	Yes
58	*Department of Energy (DOE) Weatherization Program			\$20,000		5/11/2010	8/24/2010	Pending

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?
58	*Low-Income Energy Assistance Program (LIHEAP)			\$30,000		5/11/2010	5/25/2010	No
58	AmeriCorps	\$41,852	\$41,852	\$83,704	24	7/20/2010	8/17/2010	No
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	Awaiting Contract	No
45	Residential Substance Abuse Treatment Program	\$8,997	\$8,997	\$17,994	1	8/24/2010	Awaiting Contract	No
45	Community Resource Coordinator Contract	\$11,582	\$11,582	\$23,164	1	8/24/2010	Awaiting Contract	No

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?
45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	\$8,626	\$8,626	\$17,252	1	8/24/2010	Awaiting Contract	No
24	Drug Diversion Court	\$4,701	\$4,701	\$9,402	1	8/24/2010	Awaiting Contract	No
24	Travis County Veteran's Court	\$6,982	\$6,982	\$13,964	1	8/24/2010	Awaiting Contract	No
Totals		\$117,300	\$117,300	\$714,600	34.5			

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

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

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

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

Grant Contracts approved by Commissioners Court

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. <i>County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.</i>	\$ 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. <i>County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.</i>	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).</i>	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.	\$ -	\$ -	\$ 2,207,900	\$ 1,292,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). <i>One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.</i>	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). <i>One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.</i>	\$ -	\$ -	\$ 64,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) <i>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.</i>	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

B

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. <i>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.</i>	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. <i>Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.</i>	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. <i>FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.</i>	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). <i>Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.</i>	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

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

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ -	\$ -	\$ 2,100,000	\$ 385,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059
Combined Totals	\$ 3,070,731	\$ 1,161,189	\$ 10,719,525	\$ 2,560,626	\$ 4,828,764	\$ 1,160,059	\$ 2,172,470	\$ 1,385,059	\$ 1,507,470	\$ 1,885,059	\$ 1,490,480	\$ 1,885,059

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

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

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

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Justice Planning	Mental Health Public Defender Expansion Grant Will add two FTE, an attorney and case worker to the office. <i>Travis County would assume the full cost of the FTE after the grant period has ended. This grant is in addition to the current \$625,000 grant with the Texas Task Force on Indigent Defense</i>	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Totals		\$0	\$0	\$2,100,000	\$385,000	\$100,000	\$25,000	\$0	\$125,000	\$0	\$125,000	\$0	\$125,000

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

GRANT SUMMARY SHEET

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

Department/Division:	Juvenile Probation Department/Probation Services Division
Contact Person/Title:	Michael Williams/Senior Financial Analyst
Phone Number:	512-854-7011

Grant Title:	Austin/Travis County Integral Care (ATCIC) Community Partners for Children Coordinator		
Grant Period:	From: 9/1/10	To: 8/31/11	
Grantor:	Austin/Travis County Integral Care (ATCIC)		
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$73,710					\$73,710
Operating:						
Capital Equipment:						0
Indirect Costs:						0
Total:	\$73,710	0	0	0	0	\$73,710
FTEs:	1					1

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/10	3/31/10	6/31/10	9/30/11	
Applicable Depart. Measures						
Number of youth served.	58	N/A	N/A	N/A	N/A	58
Number discharged and percent of youth who successfully completed the program.	31/67%	N/A	N/A	N/A	N/A	33/69%
Number and percent of youth re-referred to TCJPD or arrested as an adult.	7/29%	N/A	N/A	N/A	N/A	7/29%
Measures For Grant						
Not applicable						
Outcome Impact Description						

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PBO Recommendation:

Juvenile Probation is requesting approval of an agreement with the Austin/Travis County Integral Care to the Austin/Travis County Integral Care Community Partners for Children Coordinator Program. The grant provide funds to support one staff person who serves as the single point of access and referral for children and families with complex needs who meet criteria for receiving services through Austin/Travis County Integral Care.

The grant provides \$73,710 and requires no County match. The grant does not require the program to continue after termination, but the department has indicated that should funding discontinue, they will seek additional resources to continue the position. The grant term is from September 1, 2010 to August 31, 2011.

PBO recommends approval of the contract in order to continue the program.

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 Austin/Travis County Integral Care (Formally Mental Health Mental Retardation Center A/TCMHMR) has renewed our Community Partners for Children Coordinator (Formally the Community Resource Coordinator Grant-CRCG). This contract will provide a single point of access to youth and families receiving services through TCJPD by connecting them to services provided by Austin Travis County Integral Care (ATCIC). Through this contract, ATCIC agrees to provide \$73,710 to the Juvenile Probation Department. . **This contract supports one full time staff person who serves as the Community Partners for Children Coordinator.** This staff will continue to provide the single point of access to families and facilitate for children and families with complex needs to community services.

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

There has been some associated funding the past years. County Funds has paid the longevity in the past for the position and COLA increases due to limited funding from the grantor. Funding may be needed for additional mileage, etc.

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 County match is required.

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

Not applicable.

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

There is no one program directly associated to this agreement. Instead, the activities that are supported through this agreement represent progressive efforts to streamline access to services that are already in existence and that are funded through other sources.

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

Not applicable

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 activities supported through this contract affect TCJPD's current services in that they provide for a single point of access and referral to services provided by ATCIC.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Michael Williams
Michael Williams
Senior Financial Analyst

SUBJECT: FY11 Austin /Travis County Integral Care (ATCIC) Community Partners for Children Coordinator

DATE: August 20, 2010

I am pleased to inform you that the Austin /Travis County Integral Care (Formally Mental Health Mental Retardation Center A/TCMHMR) has renewed our Community Partners for Children Coordinator (Formally the Community Resource Coordinator Grant-CRCG). Through this contract, ATCIC agrees to provide \$73,710 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Partners for Children Coordinator. This staff will continue to provide the single point of access to families and facilitate for children and families with complex needs to community services.

Please review this item and place it on the **August 31st** Commissioner's Court agenda for their consideration and signature. If you have any questions, please contact me directly via email or phone (ext. 47011).

Thank you in advance for your attention to this request.

CC: Jim Connolly
Ellen Heath
Barbara Swift
Gail Penney-Chapmond
Alan Miller
Sylvia Mendoza
Michael Williams
Grant File

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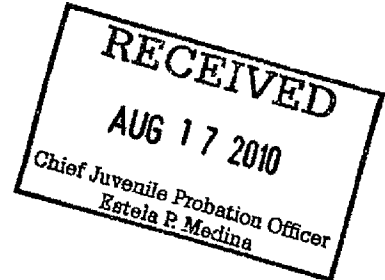


**Austin Travis County
Integral Care**

Behavioral Health & Developmental Disabilities Services

*Copied
Laura W.*

August 13, 2010



Travis County Juvenile Probation Department
Chief Estella Medina
2515 S. Congress Ave.
Austin, TX 78704

Dear Ms. Medina:

Please find enclosed two sets of the Agreement for Services (the "Agreement") between Travis County Juvenile Probation Department and Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care ("ATCIC"). Please sign and return both sets within 10 business days to my attention at P.O. Box 3548, Austin, TX 78764-3548. Once ATCIC's representative has signed the Agreement, we will forward one Agreement to you for your files.

If you have any questions, please contact me at (512) 440-4062 or at arianna.ramos@atcic.org.

Sincerely,

Arianna Ramos
Coordinator of Legal and Medical Services

Enclosures

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AGREEMENT FOR SERVICES
between
**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION
CENTER dba AUSTIN TRAVIS COUNTY INTEGRAL CARE**
and
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Local Authority") and Travis County Juvenile Probation Department ("Contractor"), a political subdivision of the State of Texas, for the purpose of providing the services described below.

RECITALS

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.19(a)(2), the Texas Department of State Health Services (DSHS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, and resource development and allocation for and oversight of mental health services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.20(a)(3), the Texas Department of Aging and Disability Services (DADS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, and resource development and allocation for and oversight of mental retardation services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, as the local mental health/mental retardation authority, Local Authority has the authority and responsibility for the planning, policy development, coordination, resource allocation and resource development for and oversight of mental health and mental retardation services for Travis County; and

WHEREAS, Contractor desires to contract with Local Authority to provide certain services more particularly described herein.

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.
LOCAL AUTHORITY PERSONNEL**

The Local Authority staff member responsible for monitoring this Agreement is Arturo Hernandez or his/her successor or designee (s).

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The Local Authority staff member authorized to approve billing hereunder is Arturo Hernandez or his/her successor or designee (s).

**II.
INDEPENDENT CONTRACTOR RELATIONSHIP
BETWEEN THE PARTIES**

1. Independent Contractor.

A. The relationship between the Local Authority and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Local Authority.

B. Contractor understands and agrees that Local Authority will not:

(i) Withhold on behalf of Contractor any sum for income tax, unemployment insurance, social security, or any other withholding; or

(ii) Give to Contractor any of the benefits given to employees of Local Authority.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of the services described herein.

**III.
OBLIGATIONS OF CONTRACTOR**

1. Services. The services to be provided by Contractor are set forth in **Exhibit A** (the "Services").

2. Qualifications. Any required Professional and educational qualifications of Contractor and/or Contractor's personnel are set forth in **Exhibit B**.

3. Work Made for Hire. All work developed or prepared by Contractor pursuant to this Agreement (the "Work Product") is the exclusive property of the Local Authority. All right, title and interest in and to the Work Product shall vest in the Local Authority upon creation and the Work Product shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to either any such Work Product or such work may not, by operation of law, vest in the Local Authority, or either such Work Product or such work may not be considered a work made for hire, all rights, title and interest thereto are irrevocably assigned to the Local Authority. The Local Authority shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or such other protection as may be appropriate to any particular portion of the Work Product, and any extensions and renewals thereof. Contractor shall give Local Authority, as well as any person designated

by the Local Authority, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the Services.

4. **Copyright Infringement.** Contractor warrants and represents that no property protected by copyright will be reproduced or used in performance of this Agreement without the Local Authority's prior written consent, and only then provided that Contractor has previously obtained written permission from the copyright holder(s), or has otherwise demonstrated to the satisfaction of the Local Authority its right to use such property, each to the full extent necessary in Local Authority's sole judgment.
5. **Local Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any Services to any third party without the Local Authority's prior written approval. Any subcontractors or employees of Contractor are the direct and sole responsibility of Contractor.
6. **Representations.**
 - (a) Contractor represents and warrants that its employees or personnel are not currently employees of the Local Authority.
 - (b) Contractor represents and warrants that it is not more than 30 days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code Section 231.006.
7. **Receipts and Records.** Contractor agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records.
8. **Disclosure.** Contractor agrees to disclose to the Local Authority if it or any of its subcontractors or employees rendering Services pursuant to this Agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this Agreement.
9. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
10. **AIDS/HIV Workplace Guidelines.** Contractor agrees to adopt and implement AIDS/HIV workplace guidelines and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
11. **Required Reporting Regarding Licensure.** Contractor agrees that it shall report to Local Authority any allegations that either Contractor or any professional licensed or certified by the State of Texas and employed by or contracted with the Contractor and is or may provide any Services has either (a) committed an action that constitutes grounds for the denial or revocation of certification or licensure, or (b) had his/her license revoked. If Contractor or Contractor's employee has such a denial or revocation, and thereafter provides Services, then this Agreement may be terminated without prior notice.

12. **Reports of Abuse, Neglect and Exploitation.** Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law including, without limitation, rules of the Texas Department of Family and Protective Services, and rules of the Texas Department of Health.
13. **Contractor's Governing Body.** Contractor agrees to provide Local Authority with a list of the members of Contractor's governing body, if applicable.
14. **Confidentiality/Protected Health Information.** Contractor shall comply with all applicable laws, rules and regulations relating to the confidentiality of information and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals, all as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Federal regulations contained in 42 CFR Part 2 governing confidentiality of alcohol and drug abuse records.
15. **Access.** Pursuant to Health and Safety Code 534.060, Contractor agrees to allow the Local Authority, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable such agencies and the Local Authority to audit, monitor, and review all financial or programmatic activities in services associated with this Agreement.
16. **Retention of Records.** Except as expressly provided otherwise in this Agreement, Contractor agrees to retain all records pertinent to the Agreement for a period of five (5) years after the date of termination or expiration of this Agreement.
17. **Lobbying and Political Activity.** Contractor shall not use funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS).

Contractor shall execute **Exhibit D**, "Certification Regarding Lobbying". If applicable, Contractor shall submit to Center Standard Form LLL (Disclosure of Lobbying Activities), containing the name(s) of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with that contract or grant, a certification that none of the funds received under this Agreement have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

**IV.
RESPONSIBILITIES OF THE LOCAL AUTHORITY**

1. Payment.

A. In consideration of the obligations undertaken by Contractor, the Local Authority agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibit C**. The maximum amount to be paid to Contractor under this Agreement is \$73, 710.00.

B. Payment will be made as reflected in **Exhibit C** based upon a completed invoice approved either by Local Authority's Executive Director, or by the Local Authority employee(s) authorized to approve billing(s).

C. Payment for Services is conditioned upon the Contractor completing the documentation necessary for the Local Authority to process the invoice(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet applicable standards, reporting requirements and rules set forth by any governmental agency and/or the Local Authority. Contractor shall prepare a separate invoice for each Local Authority division requesting Services, and submit invoices to such division(s) on a monthly basis for the Services provided during the immediately preceding month. The standard invoice form will be used for all Services.

D. The Local Authority agrees to pay the Contractor for expenses that are incurred in performing services authorized by this Agreement as specified in writing and approved in writing in advance of such incurrence by the Local Authority employee authorized to approve billings.

2. **Franchise Tax.** If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is fully cured.

**V.
INSURANCE**

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, such policies of general, professional liability and worker's compensation insurance coverage as required by Local Authority in order to insure Contractor and Local Authority against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.
2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance pertaining to each such policy to the Local Authority upon request. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Local Authority and shall name the Local Authority as an additional insured. The Local Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Local Authority copies of all such

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policies and certificates of insurance from the insurance carrier(s), showing that such insurance is in full force and effect. Contractor shall give the Local Authority 30 days' prior written notice of any proposed cancellation of any of the above-described insurance policies.

VI. INDEMNIFICATION

Contractor hereby agrees to the fullest extent permitted under the laws of the State of Texas to indemnify and hold harmless the Local Authority, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the (a) performance or non-performance of Contractor's obligations under this Agreement, (b) negligence, or (c) willful misconduct; whether by the Contractor, its directors, officers, employees, or agents.

VII. TERM AND TERMINATION

1. **Term.** This Agreement shall become effective on September 1, 2010 (the "Effective Date"), and shall terminate August 31, 2011.
2. **Immediate Termination.** Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the full anticipated funding to pay for the Services under this Agreement from any funding source; (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of any persons served under this Agreement; (c) Contractor has become ineligible to receive Local Authority funds; or (d) Contractor or its employees has its Texas or other state license or certification suspended or revoked.
3. **Termination Upon Default.** Either party may terminate this Agreement after 30 days' written notice if the other party is in default of any of the provisions herein.
4. **Termination without Cause.** Local Authority may terminate this Agreement without cause on thirty (30) days' written notice to Contractor.
5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

VIII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, ethnicity, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any Services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and

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the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these Acts.

2. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Contractor, respectively.
3. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
4. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
5. **Notices.** Any required notice hereunder shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Contractor at the address for such recipient shown below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Local Authority:

Austin-Travis County Mental Health and Mental Retardation Center
dba Austin Travis County Integral Care
David Evans, Executive Director
P.O. Box 3548
Austin, Texas 78764-3548

With a copy to the Local Authority's General Counsel at the same address.

If to Contractor:

Travis County Juvenile Probation Department
Attn: Chief Estella Medina
2515 S. Congress Ave.
Austin, Texas 78704

6. **Severability.** The invalidity or unenforceability of any term of provision hereof shall not affect the validity or enforceability of any other terms or provisions.
7. **Authority to bind Local Authority.** This Agreement is not binding upon the Local Authority unless and until it has been executed by Local Authority's Executive Director or his designee.
8. **Survival.** The provisions of this Agreement which, by their nature, are intended to survive termination or expiration of this Agreement shall so survive including, without limitation, Sections III.3., III.4., III.6., III.14, III.16., V., VI. and VIII.
9. **Contractor's Authority.** The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

10. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
dba AUSTIN TRAVIS COUNTY INTEGRAL CARE

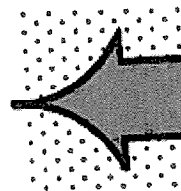
By: _____
Arturo Hernandez, Director of Child and Family Services

Date: _____

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Estela P. Medina, Chief Juvenile Probation Officer

Date: _____



By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

EXHIBIT A

SERVICES TO BE PROVIDED

The services to be provided by Contractor (collectively, the "Services") include (a) hiring one (1) full-time person to serve as a Community Partners For Children Coordinator (such Community Partners For Children Coordinator sometimes hereinafter referred to as "Staff"), and (b) providing Staff with appropriate office space, supplies and furniture. Staff's responsibilities shall include, but may not be limited to (a) determining and identifying the strengths and needs of those persons with complex needs, and (b) coordinating care and serving as the single point of access, information and referral to other community-based providers for children and families with complex needs. Staff will be involved in training with appropriate community partners.

EXHIBIT B

QUALIFICATIONS OF CONTRACTOR

Staff must have a minimum of a bachelor's degree and either (a) have at least five (5) years of experience with children and families with complex needs, or (b) be a parent of a child with disabilities who is or has been involved in any child serving system providing services in Travis County, Texas.

EXHIBIT C

Contractor will be paid on an actual cost reimbursement basis for costs of Staff including salary, fringe benefits, auto mileage, training and seminar expenses, and training/seminar-related travel, meals and lodging.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

Estela P. Medina, Chief Juvenile Probation Officer

Date: _____

Samuel T. Biscoe, Travis County Judge

Date: _____



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FY 10-11 ATCIC Community Partners for Children Coordinator

Budget Reconciliation

09/01/10 - 08/31/11

	<u>Category</u>	<u>Category Total</u>	<u>Original Budget</u>	<u>Revised Budget</u>	
191-4598-593	0901 Reg Salaries	Personnel	\$ 53,470	\$ 53,470	\$53,470
	1101 Overtime	Personnel	\$ -	\$0	\$0
	1501 Regular Performance	Personnel	\$ -	\$0	\$0
	1201 Longevity Pay	Personnel		\$ 1,140	\$1,140
	0907 Termination	Personnel		\$0	\$0
	2102 FICA - OASDI	Fringe Benefits	\$ 20,240	\$3,386	\$3,386
	2103 Hospitalization	Fringe Benefits		\$8,353	\$8,353
	2104 Life Ins.	Fringe Benefits		\$79	\$79
	2105 Retirement	Fringe Benefits		\$6,384	\$6,384
	2106 Workers Comp	Fringe Benefits		\$106	\$106
	2107 FICA - Medicare	Fringe Benefits		\$792	\$792
	4202 Auto Mileage	Travel	\$ -	-	-
	6503 Travel, Meals, Lodging	Travel		-	-
	6504 Training and Seminar	Travel		-	-
	Total		\$ 73,710	\$ 73,710	\$ 73,710

NOTES:

Sonya Hartman slot 236.

GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts (22/10)
Contact Person/Title:	Judge Darlene Byrne, 126 th District Court/Peg Liedtke, Director
Phone Number:	512/854-9313 or 512/854-9364

Grant Title:	Drug Diversion Court		
Grant Period:	From:	9/1/2010	To: 8/31/2011
Grantor:	Office of the Governor Criminal Justice Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		62,913				62,913
Operating:		56,272				56,272
Capital Equipment:		0				0
Indirect Costs:		0				0
Total:	0	119,185	0	0	0	119,185
FTEs:		1.00				1.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
642-2210-544-0901	\$5,112	\$5,112	\$10,224	1.0

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	DB	Moderately complex
County Attorney	<input type="checkbox"/>		N/A

Performance Measures Applicable Dept. Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/30/10	9/30/10	
Number of new enrollments in the program.	18	6	11	17		18
Number of participants in the program.	23	34	39	45		45

Number of participants who successfully complete the program.	8	3	7	9		8
Measures for Grant						
Number of people assessed for eligibility to participate in the program.	40	13	22	31		35
Number of participants employed (part time or full time) or enrolled in school at the time of drug court graduation.	6	2	5	7		6
Number of participants who earn at GED, high school diploma, or vocational training credential while in the program.	3	0	0	0		3

PBO Recommendation:

This request is for a permission to continue paying the Drug Court Coordinator for the month of September 2010. The funding totals \$5,112 and is available in the office’s budget. PBO concurs with this request. A budget adjustment will need to be made from the department’s General Fund budget to the respective grant budget to fund this. Please note that the total amount to be transferred is \$10,224 because it includes a transfer of budget as well as an equal transfer of cash. PBO will treat the budget adjustments as automatics if these permissions to continue are approved by Commissioners Court.

The Governor’s Office has indicated that the grant is on track and that notification of the continuation of the grant funding should be expected within the next month.

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 purpose of the Family Drug Treatment Court is "to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers." The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

The Civil Courts are requesting permission to continue a grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant for our Family Drug Treatment Court. The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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

There is no match requirement associated with this grant.

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 allowed under this funding source.

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

The Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the county will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

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

Not applicable. The Family Drug Treatment Court 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 Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.

To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome

evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation, and reporting as required.

Travis County Commissioners Court Agenda Request

Voting Session **August 31, 2010**

I. A. Request made by:

Rodney Rhoades  Phone # 854-8679

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

B. Requested Text:

Receive presentation from the Broaddus and Associates Team regarding the Courts Program for the Central Campus Needs Assessment and Master Plan and take appropriate action.

C. Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

- | | |
|---|-----------|
| Honorable John K, Dietz, 250th District Court | 854-9312 |
| Honorable Bob Perkins, 331 st District Court | 854-9443 |
| Honorable Lora Livingston, 261 st District Court | 854-9309 |
| Honorable Brenda Kennedy, 403 rd District Court | 854-9808 |
| Honorable Eric Shepperd, County Court-at-Law #2 | 854-9248 |
| Honorable David Crain, County Court-at-Law #3 | 854-9243 |
| Honorable Michael Denton | 854-9896 |
| Honorable Guy Herman, Probate Court | 854-9258 |
| Honorable Herb Evans, Justice of the Peace, Pct.5 | 854-9050 |
| Bruce Elfant, Constable Pct., 5 | 854-9100 |
| Debra Hale, Criminal Court Administration | 854-9244 |
| Peg Liedtke, Civil Court Administration | 854-9364 |
| Sheriff Greg Hamilton | 854-9770 |
| Amalia Rodriguez-Mendoza, District Clerk | 854-9737 |
| Dana DeBeauvoir , County Clerk | 854-9188 |
| Rosemary Lehmberg, District Attorney | 854-9400 |
| David Escamilla, County Attorney | 854-9415 |
| Dolores Ortega-Carter, Travis County Treasurer | 854- 9365 |
| Susan Spataro, Travis County Auditor | 854-9125 |
| Cyd Grimes, Travis County Purchasing Agent | 854-9700 |
| Danny Hobby, Executive Manager Emergency Services | 854-9367 |
| Roger Jefferies, Executive Manager Justice & Public Safety | 854-4415 |
| Sherri Fleming, Executive Manager Health & Human | |

& Veterans' Services	854-4100
Joe Gieselman, Executive Manager Transportation	
& Natural Resources	854-9383
Roger El Khoury, Director Facilities Management Department	854-4579
Joe Harlow, Chief Technology Officer	854-9175
Deece Eckstein , Intergovernmental Relations Coordinator	854-9754
Steven Broberg, Director of Records Management	854-9575
Diane Blankenship , Director, Human Resources Management	854-9165
Rodney Rhoades, Executive Manager Planning & Budget	854-8679
Belinda Powell, Strategic Planning Manager	854-9106
Leslie Stricklan, AIA, Sr. Project Manager	854-4778

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department(854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

August 31, 2010

TO: Members of the Commissioners Court

FROM: Belinda Powell, Strategic Planning Manager *Belinda Powell*
Leslie Stricklan, AIA, Sr. Project Manager, Facilities Management Department *Leslie Stricklan*

SUBJECT: **Receive presentation from the Broaddus and Associates team regarding the Courts Program for the Central Campus Needs Assessment and Master Plan and take appropriate action.**

Summary and Recommendations:

The Broaddus and Associates team has completed an update of the overall courts program. In February the Commissioners Court were asked to approve the overall Needs Assessment work for Phase I of the Central Campus Master Plan. The Commissioners Court approved the Needs Assessment including growth projections, space standards and overall programming information for the planning horizons for 2015, 2025 and 2035. Additionally the Commissioners indicated an understanding that the numbers would be used for planning purposes with some expectation for changes over the course of the Phase II work as well as future updates extending over time after the Phase II Master Plan is approved.

During the presentation in February, the Commissioners Court were asked and agreed to allow for additional investigation into the operational changes around which the courts program had been developed. Additionally, the Commissioners Court indicated that if changes were needed to ensure consensus that the final program would closely match the Courts need in the future, such changes should be provided in an update to the Commissioners Court. The attached presentation and detailed program include these updates to the February 2, 2010 documents.

Staff recommends approval of the program update for the Court and Court Support Functions for planning purposes and use in finalize scenarios for the Master Plan.

The overall changes to the programs increased the programmed space need by 12.1% over the program numbers reviewed in February. The overall program need for the Travis County Courts and Court Support functions by the year 2035 are estimated to be between 1.4 and 1.5 million square feet. As discussed in February the square footage estimates presented do not address how much of the need will be met through new construction and how much will be accommodated through reuse of existing buildings.

Additionally, staff recommends approval of the components identified for the Civil and Family Justice Center (Courthouse) for use in finalizing scenarios for the Master Plan.

1. Civil and family court courtrooms
2. Civil and family court judicial chambers
3. Civil court administration
4. District Clerk (Administration and Civil Division)
5. County Clerk (Administration and Civil Division)
6. Domestic Relations
7. Office of Child Representation
8. Office of Parental Representation
9. Law Library (Central Library and Self Help Center)
10. Dispute Resolution Center
11. Attorney General's IV District Child Support Court office space
12. Court and Building support space including building amenities (children's waiting area, café/meal services, conference and break space, multi-function space, etc.)

If approved as included in the program update, the components listed above will need approximately 460,000 to 500,000 square feet of space in 2035. A more specific estimate of square footage can be developed as the needs are addressed on a specific site and as scenarios are refined in the coming months.

Background:

Program changes reflected in the updated figures correct for consistency across like functions, update the space standard for the special proceedings courtroom for both Civil and Criminal Courts, bring the AG IVD Master Family courts into the program as well as the Dispute Resolution Center, and expand the self help services in the Law Library. Additional functional areas included are captured in the Building Amenities category include jury panel waiting areas, attorney/client work areas a children's waiting area.

Fiscal Impact:

The fiscal impact of any construction, demolition, or renovation costs to meet these needs will be developed as Rough Order of Magnitude Costs (ROMs) for the Master Plan Scenarios that are under development to meet the articulated needs. These Scenarios will be coming to the Commissioners Court in late September in anticipation of a Community Work shop for feedback on the Scenarios on October 2, 2010. Costs will be further refined for the preferred scenario selected as a part of the public in-put process. Those costs will be presented during the 1st quarter of calendar year 2011.

Attachments:

Presentation from Broaddus and Associates
Full program document for the Courts functions

COPY TO:

Honorable John K, Dietz, 250th District Court
Honorable Bob Perkins, 331st District Court
Honorable Lora Livingston, 261st District Court
Honorable Brenda Kennedy, 403rd District Court
Honorable Eric Shepperd, County Court-at-Law #2

Honorable David Crain, County Court-at-Law #3
Honorable Michael Denton
Honorable Guy Herman, Probate Court
Honorable Herb Evans, Justice of the Peace, Pct.5
Bruce Elfant, Constable Pct., 5
Debra Hale, Criminal Court Administration
Peg Liedtke, Civil Court Administration
Sheriff Greg Hamilton
Amalia Rodriguez-Mendoza, District Clerk
Dana DeBeauvoir, County Clerk
Rosemary Lehmborg, District Attorney
David Escamilla, County Attorney
Dolores Ortega-Carter, Travis County Treasurer
Susan Spataro, Travis County Auditor
Cyd Grimes, Travis County Purchasing Agent
Rodney Rhoades, Executive Manager Planning & Budget
Danny Hobby, Executive Manager Emergency Services
Roger Jefferies, Executive Manager Justice & Public Safety
Sherri Fleming, Executive Manager Health & Human & Veterans' Services
Joe Gieselman, Executive Manager Transportation & Natural Resources
Roger El Khoury, Director, Facilities Management Department
Joe Harlow, Chief Technology Officer, Information & Telecommunications Systems Department
Deece Eckstein, Intergovernmental Relations Coordinator
Steven Broberg, Director, Records Management & Communication Resources
Diane Blankenship, Director, Human Resources Management Department

TRAVIS COUNTY CENTRAL CAMPUS STUDY

FOR STRATEGIC NEEDS ANALYSIS & FACILITIES MASTER PLAN

Review of Program Updates – 31 August 2010



**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND PLANNING

RICCI GREENE ASSOCIATES
WIGINTON HOOKER JEFFRY
ARCHITECTS

AGENDA

- Key Program Updates
- Full Court Space Program Summary

PROGRAM SUMMARY Jan 29th - Aug 31th

KEY PROGRAM UPDATES



KEY PROGRAM UPDATES

- Family Court functions incorporated into Civil Court program
 - 4 IV-D Courtrooms with judicial and support space
 - Children's' Waiting Area
 - Additional in-custody holding
- Space standards updated in response to Judges' courthouse tours
- Refinement of court functional requirements
 - Civil Jury Panel Waiting
 - Visiting Judge's Courtroom and Chambers
 - Flexible courtrooms - uniform size
 - Traditional chambers (non-collegial)
 - New Law Library programs (uncontested Family, Housing)
 - Dispute Resolution Center

CIVIL / FAMILY COURTHOUSE COMPONENTS

- Components in the Civil and Family Justice Center include:
 - Civil/Family Court Courtrooms
 - Civil/Family Court Judicial Chambers
 - Civil Court Administration
 - District Clerk (Administration, Civil Division)
 - County Clerk (Administration, Civil Division)
 - Domestic Relations
 - Office of Child Representation
 - Office of Parental Representation
 - Law Library
 - Dispute Resolution Center
 - Sheriff (Transport and Staging)
 - AG IV-D Court Support
 - Court and Building Support

FULL COURTS SPACE PROGRAM SUMMARY

Component	Previous 2035 Need		Updated 2035 Need		NOSF Change
	NOSF	Staff	NOSF	Staff	
1. Criminal Courts - Courtrooms	126,563	0	131,375	0	3.8%
2. Criminal Courts – Judiciary	33,199	120	41,083	120	23.7%
3. Criminal Courts - Administration	16,249	63	16,249	63	-
4. Civil Courts - Courtrooms	110,800	0	126,350	0	14.0%
5. Civil Courts - Judiciary	33,284	99	52,804	155	58.6%
6. Civil Courts – Administration	8,162	42	9,653	45	18.3%
7. Probate Courts	14,980	24	15,034	24	-
8. Justice of the Peace, Precinct 5	13,401	35	13,401	35	-
9. District Clerk	31,068	196	32,169	196	3.5%
10. County Clerk	27,423	137	28,173	137	2.7%
11. District Attorney	81,250	331	81,250	331	-
12. County Attorney	70,174	319	70,174	319	-
13. Adult Probation	36,396	167	36,396	167	-
14. Counseling and Education Services	6,165	24	6,165	24	-
15. Pretrial Services	24,295	120	24,295	120	-
16. Domestic Relations	18,139	78	18,139	78	-
17A. Office of Child Representation	6,062	24	6,062	26	-
17B. Office of Parental Representation	5,504	25	5,504	24	-
17C. Mental Health Public Defender	4,988	25	4,988	25	-
18. Tax Assessor-Collector's Office	2,016	10	2,016	10	-
19A. Law Library	5,477	11	17,967	60	228.0%
19B. Dispute Resolution Center	-	-	4,847	3	new
20. Constable, Precinct 5	9,310	66	9,310	66	-
21. Sheriff - Transport and Staging	25,412	138	29,654	221	16.7%
22. Sheriff - Central Booking	76,707	140	76,707	140	-
41A. Building Amenities – Courts	19,450	0	41,857	0	115.2%
42. AG IV-D Court Support	-	-	2,174	0	new
Total NOSF	806,474	2,194	903,796	2,389	12.1%
Grossing Factor (Range 1.55-1.65)	1.55		1.55		
	1.65		1.65		
Total Gross Square Feet (GSF) @ 1.55	1,250,035		1,400,884		
Total Gross Square Feet (GSF) @ 1.65	1,330,682		1,491,263		

QUESTIONS & DISCUSSION



34 ✓

RECEIVED
COUNTY JUDGE'S OFFICE
VS# _____
10 AUG 23 AM 9:39

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION August 31, 2010 EXEC. SESSION _____

I. A. Request made by _____

Susan Spataro, County Auditor PH# 49125

B. Requested Text:



Receive and discuss the Fourth Revenue Estimate for the FY 2011 budget process.

County Judge or Commissioner

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 eight copies)

B. Have the agencies affected by this request been invited to attend the Voting Session?
Yes X No _____ Please list those contacted and their phone numbers:

<u>Rodney D. Rhoades, Exec Mgr, PBO</u>	<u>X 49465</u>
<u>Leroy Nellis, Budget Director</u>	<u>X 49066</u>

III. PERSONNEL

_____ A change in your department's personnel

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

All agenda requests and backup materials must be submitted to County Judge's office by Monday, 5:00 p.m. for next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court

From: Susan Spataro *SAS*
County Auditor

Subject: Fourth Revenue Estimate

Date: August 24, 2010

Attached is the Fourth Revenue Estimate for the FY 2010 budget process. The total tax rate is 46.58 cents, with the Operations & Maintenance segment of the tax rate at 38.58 cents and the Debt Service portion at 8.00 cents. These rates reflect the updated Assessed Valuation (AV) from the Travis Central Appraisal District, and are unchanged from the rate used in the Preliminary Budget. I think that it should be noted that in the Third Revenue Estimate, the tax rate of 46.58 cents was 4.4% above the Effective Tax Rate (ETR); that same rate (with the final AV now available) is only 3.6% above the ETR in this Fourth Revenue Estimate.

The General Fund is now \$490.5 million, a \$3 million increase from the Third Revenue Estimate, the key difference being that the beginning balance rose \$ 2.2 million , an increase in our forecast of revenues driving most of that change.

Significant changes from the Third Revenue Estimate:

- We have included the revenue from the revised contract with Leander ISD for additional law enforcement services from Constable 2.
- The renewal of the contract between the District Attorney's Office and Texas Mutual Insurance Company has been received, and the revenue has been added to the General Fund. This contract is normally added to the Revenue Estimate late in the budget process.
- At the request of Juvenile Probation, we have resurrected the Gardner House Handicraft Fund (Fund 551) to account for donated money to be used for juveniles in the custody of Travis County at the Gardner Betts Juvenile Justice Center. The department would like to make use of the accumulated funds, approximately \$3,282.

- Because the 700 Lavaca building generates some rental revenue, we must track separately that part of the debt service tax rate associated with the 2010 Taxable Certificate of Obligation issued for the Private Use portion of the building. To accomplish that, we have had to create a second Debt Service Fund, Fund 397.
- We have revised the resources estimated for the 700 Lavaca Complex Fund based on Facilities Management's best forecast as of this moment, but obviously this Fund is subject to change each month as decisions are made on the future of the new building. With a parking pilot project authorized, Facilities Management lowered the estimate of parking revenue by \$149,460 from what was in the Third Estimate.
- Working with Planning and Budget, we have made our first estimate of actual FY 2011 beginning balances for the Capital Projects Funds.

We have made, as always, a few changes to line items to reflect updated information.

attachment

Susan A. Spataro, CPA, CMA
County Auditor

20-Aug-10

TRAVIS COUNTY AUDITOR'S OFFICE
FY 2011 REVENUE ESTIMATE

		FY 2010 Budget	Fourth Revenue Estimate	
GENERAL FUND		\$456,801,649	\$490,528,494	
BEGINNING BALANCE	\$61,938,184		\$83,419,135	
CURRENT PROPERTY TAXES	322,347,490		337,449,376	
OTHER REVENUES	72,515,975		69,659,983	
	Fund #			Page
700 LAVACA COMPLEX FUND	007	0	2,016,812	6
LAW LIBRARY FUND	011	1,071,717	988,660	6
DISPUTE RESOLUTION CENTER FUND	016	389,217	441,818	6
VOTER REGISTRATION FUND	018	242,771	356,263	7
JUVENILE FEE FUND	021	383,703	385,943	7
JJAEP FUND	023	1,975,169	1,785,047	7
CTY CLERK RECORDS MGMNT & PRESERV FUND	028	1,614,180	1,789,444	8
LCRA-TC PARKS CIP FUND	029	3,025,885	3,017,666	8
RECORDS MGMNT & PRESERVATION FUND	030	409,262	356,426	8
COURTHOUSE SECURITY FUND	031	2,664,304	2,679,601	9
COURT REPORTER FUND	036	463,392	449,847	9
JUVENILE DEFFERED PROSECUTION FUND	037	65,876	75,151	9
BALCONES CANYONLAND PRESERVATION FUND	038	11,570,950	13,047,866	10
LEOSE-COMMISSIONERS COURT FUND	041	2,690	3,788	10
JUVENILE DELINQUENCY PREVENTION FUND	043	265	316	10
PROFESSIONAL PROSECUTORS FUND	047	67,534	62,500	11
MARY QUINLAN PARK FUND	048	278,059	273,541	11
JUDICIARY FEE FUND-PROBATE	049	260,740	285,984	11
JUSTICE COURT TECHNOLOGY FUND	050	946,257	612,721	12
TRUANCY COURT FUND	054	217,970	232,637	12
DISTRICT CLERK RECORDS MGMT FUND	055	388,211	312,558	12

TRAVIS COUNTY AUDITOR'S OFFICE
 FY 2011 REVENUE ESTIMATE

		<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	
	Fund #			Page
ELECTIONS CONTRACT FUND	056	1,335,774	1,520,019	13
COUNTY CLERK ARCHIVAL FUND	057	1,515,823	998,765	13
FAMILY PROTECTION FUND	058	134,968	81,743	13
DRUG COURT PROGRAM FUND	059	220,073	283,681	14
PROBATE GUARDIANSHIP FUND	060	175,532	205,975	14
VITAL STATISTIC PRESERVATION FUND	063	33,792	38,533	14
FIRE CODE FUND	064	172,977	266,636	15
CHILD ABUSE PREVENTION FUND	065	1,864	3,036	15
JUSTICE CT. BUILDING SECURITY FUND	066	215,160	265,279	15
JUVENILE CASE MANAGER FUND	067	1,075,199	1,222,679	16
HEALTH FOOD PERMITS FUND	068	167,610	159,323	16
DISTRICT COURTS RECORDS TECHNOLOGY FUND	070	68,000	121,281	16
COUNTY & DISTRICT COURT TECHNOLOGY FUND	071	10,800	16,384	17
COURT RECORDS PRESERVATION FUND	072	164,500	146,972	17
CAPCOG 9-1-1 FUND	073	985,555	984,844	17
ROAD AND BRIDGE FUND	099	19,782,540	20,386,327	18
DEBT SERVICE FUND	394	78,091,204	81,565,025	18
DEBT SERVICE FUND - TAXABLE	397	0	2,911,650	18
TX EXPOSITION AND HERITAGE CENTER FUND	501	1,661,860	1,798,835	19
RISK MANAGEMENT FUND	525	20,368,450	17,126,159	19
EMPLOYEE HEALTH BENEFIT FUND	526	64,299,767	67,817,221	19
GARDNER HOUSE HANDICRAFT FUND	551	0	3,282	19
CAPITAL PROJECT FUNDS		258,292,632	159,902,493	20

Tax Rate=	46.58	cents
M&O	38.58	
Debt Service	8.00	

FY 2011 Revenue Estimate-General Fund

	FY 2010 Budget	Fourth Revenue Estimate	Difference from FY 2010
Beginning Balance Total	\$61,938,184	\$83,419,135	\$ 21,480,951
Revenue Type			
Taxes	\$333,174,990	\$349,161,536	15,986,546
Intergovernmental	3,332,703	2,482,662	(850,041)
Charges for Services	49,172,168	48,913,416	(258,752)
Fines	852,468	1,002,468	150,000
Interest Income	3,863,905	1,236,597	(2,627,308)
Miscellaneous Revenue	1,673,611	1,762,673	89,062
Other Financing Sources	2,793,620	2,550,007	(243,613)
New Revenue	\$ 394,863,465	\$407,109,359	\$ 12,245,894
Total Resources	\$ 456,801,649	\$490,528,494	\$ 33,726,845

FY 2011 Revenue Estimate-General Fund

	FY 2010 Budget	Fourth Revenue Estimate	Difference from FY 2010
Beginning Balance Total	\$61,938,184	\$83,419,135	\$ 21,480,951
<u>Department</u>			
County Auditor	\$132,950	\$143,584	10,634
County Treasurer	413,728	430,948	17,220
Tax Collector	335,651,290	351,093,936	15,442,646
PBO	3,782,832	1,446,546	(2,336,286)
Commissionr's Ct Gen Adm	9,065,051	9,364,987	299,936
Info. & Telecomm. Systems	1,049,080	1,022,420	(26,660)
Facilities Management	321,806	367,251	45,445
Purchasing	210,000	210,000	0
County Attorney	2,233,230	1,905,008	(328,222)
County Clerk	6,836,802	6,762,902	(73,900)
District Clerk	2,261,912	2,545,112	283,200
Civil Courts	230,000	204,000	(26,000)
District Attorney	950,587	973,640	23,053
Criminal Courts	586,200	603,000	16,800
Probate Court	126,800	141,500	14,700
Justice of Peace 1	256,928	252,776	(4,152)
Justice of Peace 2	487,280	499,572	12,292
Justice of Peace 3	454,039	488,100	34,061
Justice of Peace 4	181,249	188,915	7,666
Justice of Peace 5	285,180	342,874	57,694
Constable 1	446,777	485,025	38,248

<u>Department</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Constable 2	900,870	1,024,283	123,413
Constable 3	695,000	695,000	0
Constable 4	389,500	390,911	1,411
Constable 5	2,245,235	2,153,896	(91,339)
Sheriff	9,779,750	9,155,670	(624,080)
Medical Examiner	1,552,600	1,745,100	192,500
CSCD	4,500	4,700	200
TCCES	1,535,334	1,220,040	(315,294)
Pretrial Services	500,000	465,000	(35,000)
Juvenile Probation	656,067	668,100	12,033
Emergency Services	317,200	250,000	(67,200)
Trans. & Natural Resources	2,798,147	2,913,856	115,709
Records Mgmt & Comm Res.	5,000	4,000	(1,000)
Health and Human Services	270,000	443,235	173,235
Emergency Medical Services	6,765,829	6,019,705	(746,124)
Civil Courts/Legal Mandate	53,767	53,767	0
Criminal Courts/Legal Mandate	430,945	430,000	(945)
New Revenue	\$ 394,863,465	\$407,109,359	\$ 12,245,894
Total Resources	\$ 456,801,649	\$490,528,494	\$ 33,726,845

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
700 Lavaca Complex	007	Beginning Balance	\$0	\$661,391	661,391
		Interest Income	0	0	0
		Miscellaneous Revenue	0	1,355,421	1,355,421
		New Revenue	0	1,355,421	1,355,421
		Total Resources	\$0	\$2,016,812	2,016,812
Law Library Fund	011	Beginning Balance	\$224,450	\$103,020	(121,430)
		Charges for Services	833,000	882,000	49,000
		Interest Income	14,267	3,640	(10,627)
		New Revenue	847,267	885,640	38,373
		Total Resources	\$1,071,717	\$988,660	(83,057)
Dispute Resolution	016	Beginning Balance	\$1,557	\$45,488	43,931
		Charges for Services	340,630	350,375	9,745
		Interest Income	1,834	590	(1,244)
		Miscellaneous Revenue	3,531	3,700	169
		Other Financing Sources	41,665	41,665	0
		New Revenue	387,660	396,330	8,670
		Total Resources	\$389,217	\$441,818	52,601

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Voter Registration	018	Beginning Balance	\$67,750	\$112,203	44,453
		Intergovernmental	175,021	244,060	69,039
		Other Financing Sources	0	0	0
		New Revenue	175,021	244,060	69,039
		Total Resources	\$242,771	\$356,263	113,492
Juvenile Fee	021	Beginning Balance	\$365,097	\$376,273	11,176
		Charges for Services	12,000	7,500	(4,500)
		Interest Income	6,606	2,170	(4,436)
		New Revenue	18,606	9,670	(8,936)
		Total Resources	\$383,703	\$385,943	2,240
Juvenile Justice Alternative Education Program (JJAEP)	023	Beginning Balance	\$1,643,903	\$1,473,594	(170,309)
		Intergovernmental	103,000	110,000	7,000
		Interest Income	38,953	12,140	(26,813)
		Other Financing Sources	189,313	189,313	0
		New Revenue	331,266	311,453	(19,813)
Total Resources	\$1,975,169	\$1,785,047	(190,122)		

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
CC. Records Management & Preservation	028	Beginning Balance	\$588,479	\$812,754	224,275
		Charges for Services	1,012,000	972,000	(40,000)
		Interest Income	13,701	4,690	(9,011)
		Other Financing Sources	0	0	0
		New Revenue	1,025,701	976,690	(49,011)
		Total Resources	\$1,614,180	\$1,789,444	175,264
LCRA-TC Parks CIP	029	Beginning Balance	\$2,747,928	\$2,771,609	23,681
		Charges for Services	221,463	228,177	6,714
		Interest Income	56,494	17,880	(38,614)
		New Revenue	277,957	246,057	(31,900)
				Total Resources	\$3,025,885
Records Management & Preservation	030	Beginning Balance	\$105,598	\$52,036	(53,562)
		Charges for Services	299,000	303,000	4,000
		Interest Income	4,664	1,390	(3,274)
		New Revenue	303,664	304,390	726
				Total Resources	\$409,262

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Courthouse Security	031	Beginning Balance	\$0	\$0	0
		Charges for Services	487,454	466,805	(20,649)
		Interest Income	6,584	2,160	(4,424)
		Other Financing Sources	2,170,266	2,210,636	40,370
		New Revenue	2,664,304	2,679,601	15,297
		Total Resources	\$2,664,304	\$2,679,601	15,297
Court Reporter Service	036	Beginning Balance	\$111,216	\$82,677	(28,539)
		Charges for Services	348,000	366,000	18,000
		Interest Income	4,176	1,170	(3,006)
		New Revenue	352,176	367,170	14,994
		Total Resources	\$463,392	\$449,847	(13,545)
		Juvenile Deferred Prosecution	037	Beginning Balance	\$60,045
Charges for Services	5,000			7,000	2,000
Interest Income	831			315	(516)
New Revenue	5,831			7,315	1,484
Total Resources	\$65,876			\$75,151	9,275

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Balcones Canyonland Preservation	038	Beginning Balance	\$2,124,952	\$2,937,017	812,065
		Charges for Services	324,800	305,000	(19,800)
		Interest Income	78,647	99,200	20,553
		Miscellaneous Revenue	123,109	117,109	(6,000)
		Other Financing Sources	8,919,442	9,589,540	670,098
		New Revenue	9,445,998	10,110,849	664,851
	Total Resources	\$11,570,950	\$13,047,866	1,476,916	
LEOSE Comm. Court	041	Beginning Balance	\$1,690	\$2,738	1,048
		Intergovernmental	1,000	1,050	50
		New Revenue	1,000	1,050	50
		Total Resources	\$2,690	\$3,788	1,098
Juvenile Delinquency Prevention	043	Beginning Balance	\$263	\$316	53
		Charges for Services	0	0	0
		Interest Income	2	0	(2)
		New Revenue	2	0	(2)
		Total Resources	\$265	\$316	51

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Professional Prosecutors	047	Beginning Balance	\$2,122	\$0	(2,122)
		Other Financing Sources	65,412	62,500	(2,912)
		New Revenue	65,412	62,500	(2,912)
		Total Resources	\$67,534	\$62,500	(5,034)
Mary Quinlan Park	048	Beginning Balance	\$273,059	\$268,541	(4,518)
		Miscellaneous Revenue	5,000	5,000	0
		New Revenue	5,000	5,000	0
		Total Resources	\$278,059	\$273,541	(4,518)
Judiciary Fee-Probate	049	Beginning Balance	\$168,028	\$197,309	29,281
		Charges for Services	87,000	87,000	0
		Interest Income	5,712	1,675	(4,037)
		Total Resources	\$260,740	\$285,984	25,244

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Justice Court Technology	050	Beginning Balance	\$724,656	\$431,800	(292,856)
		Charges for Services	206,249	175,571	(30,678)
		Interest Income	15,352	5,350	(10,002)
		New Revenue	221,601	180,921	(40,680)
		Total Resources	\$946,257	\$612,721	(333,536)
Truancy Court	054	Beginning Balance	\$24,820	\$20,075	(4,745)
		Charges for Services	136,239	136,239	0
		Interest Income	708	120	(588)
		Other Financing Sources	56,203	76,203	20,000
		New Revenue	193,150	212,562	19,412
		Total Resources	\$217,970	\$232,637	14,667
District Clerk Records Management	055	Beginning Balance	\$303,266	\$231,378	(71,888)
		Charges for Services	79,000	79,000	0
		Interest Income	5,945	2,180	(3,765)
		New Revenue	84,945	81,180	(3,765)
		Total Resources	\$388,211	\$312,558	(75,653)

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Elections Contract	056	Beginning Balance	\$205,778	\$85,489	(120,289)
		Charges for Services	1,117,926	1,431,100	313,174
		Interest Income	12,070	3,430	(8,640)
		Miscellaneous Revenue	0	0	0
		New Revenue	1,129,996	1,434,530	304,534
		Total Resources	\$1,335,774	\$1,520,019	184,245
County Clerk Archival	057	Beginning Balance	\$511,725	\$66,955	(444,770)
		Charges for Services	990,000	928,000	(62,000)
		Interest Income	14,098	3,810	(10,288)
		New Revenue	1,004,098	931,810	(72,288)
		Total Resources	\$1,515,823	\$998,765	(517,058)
		Family Protection	058	Beginning Balance	\$83,328
Charges for Services	50,000			53,000	3,000
Interest Income	1,640			560	(1,080)
New Revenue	51,640			53,560	1,920
Total Resources	\$134,968			\$81,743	(53,225)

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Drug Court Program	059	Beginning Balance	\$60,300	\$108,446	48,146
		Charges for Services	159,000	175,000	16,000
		Interest Income	773	235	(538)
		New Revenue	159,773	175,235	15,462
		Total Resources	\$220,073	\$283,681	63,608
Probate Guardianship	060	Beginning Balance	\$100,925	\$129,685	28,760
		Charges for Services	74,000	76,000	2,000
		Interest Income	607	290	(317)
		New Revenue	74,607	76,290	1,683
		Total Resources	\$175,532	\$205,975	30,443
Vital Statistic Preservation	063	Beginning Balance	\$27,075	\$34,553	7,478
		Charges for Services	6,379	3,850	(2,529)
		Interest Income	338	130	(208)
		New Revenue	6,717	3,980	(2,737)
		Total Resources	\$33,792	\$38,533	4,741

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Fire Code	064	Beginning Balance	\$45,424	\$140,966	95,542
		Charges for Services	125,000	125,000	0
		Interest Income	2,553	670	(1,883)
		New Revenue	127,553	125,670	(1,883)
		Total Resources	\$172,977	\$266,636	93,659
Child Abuse Prevention	065	Beginning Balance	\$1,359	\$2,286	927
		Charges for Services	500	750	250
		Interest Income	5	0	(5)
		New Revenue	505	750	245
		Total Resources	\$1,864	\$3,036	1,172
Justice Ct Building Security	066	Beginning Balance	\$174,726	\$223,932	49,206
		Charges for Services	39,468	40,727	1,259
		Interest Income	966	620	(346)
		New Revenue	40,434	41,347	913
		Total Resources	\$215,160	\$265,279	50,119

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Juvenile Case Manager	067	Beginning Balance	\$876,929	\$1,024,003	147,074
		Charges for Services	193,500	195,606	2,106
		Interest Income	4,770	3,070	(1,700)
		New Revenue	198,270	198,676	406
		Total Resources	\$1,075,199	\$1,222,679	147,480
Health Food Permits	068	Beginning Balance	\$85,350	\$94,623	9,273
		Charges for Services	82,260	64,700	(17,560)
		Interest Income	0	0	0
		New Revenue	82,260	64,700	(17,560)
		Total Resources	\$167,610	\$159,323	(8,287)
District Court Records Technology	070	Beginning Balance	\$0	\$63,281	63,281
		Charges for Services	68,000	58,000	(10,000)
		Interest Income	0	0	0
		New Revenue	68,000	58,000	(10,000)
		Total Resources	\$68,000	\$121,281	53,281

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
County & District Courts Technology	071	Beginning Balance	\$0	\$8,984	8,984
		Charges for Services	10,800	7,400	(3,400)
		Interest Income	0	0	0
		New Revenue	10,800	7,400	(3,400)
		Total Resources	\$10,800	\$16,384	5,584
Court Records Preservation	072	Beginning Balance	\$0	\$43,972	43,972
		Charges for Services	164,500	103,000	(61,500)
		Interest Income	0	0	0
		New Revenue	164,500	103,000	(61,500)
		Total Resources	\$164,500	\$146,972	(17,528)
CAPCOG 9-1-1	073	Beginning Balance	\$0	\$983,644	983,644
		Intergovernmental	985,555	0	(985,555)
		Interest Income	0	1,200	1,200
		New Revenue	985,555	1,200	(984,355)
		Total Resources	\$985,555	\$984,844	(711)

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
Road and Bridge	099	Beginning Balance	\$2,762,131	\$4,217,759	1,455,628
		Intergovernmental	75,795	76,200	405
		Charges for Services	10,378,000	9,825,000	(553,000)
		Fines	6,410,057	6,179,868	(230,189)
		Interest Income	91,557	37,500	(54,057)
		Miscellaneous Revenue	65,000	50,000	(15,000)
		New Revenue	17,020,409	16,168,568	(851,841)
		Total Resources	\$19,782,540	\$20,386,327	603,787
Debt Service	394	Beginning Balance	\$12,796,082	\$13,075,870	279,788
		Current Property Taxes	64,634,374	68,200,823	3,566,449
		Delinquent Property Taxes	297,500	231,840	(65,660)
		Interest Income	163,248	56,492	(106,756)
		Other Financing Sources	200,000	0	(200,000)
		New Revenue	65,295,122	68,489,155	3,394,033
		Total Resources	\$78,091,204	\$81,565,025	3,673,821
Debt Service -Taxable	397	Beginning Balance	\$0	\$42,510	42,510
		Current Property Taxes	0	2,867,607	2,867,607
		Delinquent Property Taxes	0	0	0
		Interest Income	0	1,533	1,533
		New Revenue	0	2,869,140	2,869,140
		Total Resources	\$0	\$2,911,650	\$2,911,650

FY 2011 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2010 Budget</u>	<u>Fourth Revenue Estimate</u>	<u>Difference from FY 2010</u>
TX Expo/Heritage Center	501	Beginning Balance	\$665,967	\$1,006,178	340,211
		Charges for Services	350,000	271,000	(79,000)
		Interest Income	3,893	1,507	(2,386)
		Miscellaneous Revenue	642,000	520,150	(121,850)
		Other Financing Sources	0	0	0
		New Revenue	995,893	792,657	(203,236)
	Total Resources	\$1,661,860	\$1,798,835	136,975	
Risk Management	525	Beginning Balance	\$16,040,367	\$13,098,379	(2,941,988)
		Interest Income	449,023	148,720	(300,303)
		Misc. Revenue (Premiums)	3,879,060	3,879,060	0
		New Revenue	4,328,083	4,027,780	(300,303)
		Total Resources	\$20,368,450	\$17,126,159	(3,242,291)
Employees Health Benefit	526	Beginning Balance	\$25,000,000	\$20,000,000	(5,000,000)
		Interest Income	675,433	234,760	(440,673)
		Misc. Revenue (Premiums)	38,624,334	47,582,461	8,958,127
		New Revenue	39,299,767	47,817,221	8,517,454
		Total Resources	\$64,299,767	\$67,817,221	3,517,454
Gardner House Handicraft	551	Beginning Balance	\$0	\$3,282	3,282
		Interest Income	0	0	0
		Miscellaneous Revenue	0	0	0
		New Revenue	0	0	0
		Total Resources	\$0	\$3,282	3,282

FY2011 REVENUE ESTIMATE-CAPITAL PROJECTS

Fund Number	Fourth Revenue Estimate Beginning Balance*
405	332,073
406	4,852
413	75,999
422	2,782
430	184,784
431	68,486
432	30,820
433	20,089
434	7,090
435	68,222
437	110,825
439	1,538,720
440	152,314
441	6,108
444	740,772
446	1,730
449	50,084
450	1,033,967
451	2,804
452	1,820,014
453	59,660
454	80,465

FY2011 REVENUE ESTIMATE-CAPITAL PROJECTS**Fourth Revenue
Estimate**

Fund Number	Beginning Balance*
455	39,815
456	26,159
457	14,870
458	117,616
459	1,261,914
460	2,494,306
461	1,970,935
463	680,238
464	1,193,887
465	16,946,377
466	16,125
467	885,247
468	1,680,338
469	67,571
470	128,000
471	815,301
472	2,942,892
473	4,956,475
474	648,858
475	0
506	1,477,248
507	2,130,331

FY2011 REVENUE ESTIMATE-CAPITAL PROJECTS

Fund Number	Estimate Beginning Balance*
508	11,390,878
509	1,694,949
510	4,746,859
511	1,575,067
512	19,100,972
513	4,338,392
514	6,151,858
515	7,134,096
516	8,560
517	42,212,136
518	11,116,262
519	3,545,301
Total	159,902,493

*Actual balances as of September 30, 2010 will be rolled over and budgeted.

VS# _____

**TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST**

Please consider the following item for Voting Session on: August 31, 2010

I. A. Request made by: Sheriff Greg Hamilton Phone No. 854-9788

B. Requested Text:

Consider and approve request by Travis County Sheriff's Office to take one agency vehicle to New Orleans, Louisiana for training purposes as related to the National Center for Victims of Crime 2010 National Conference in September 2010.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached *: Yes No

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

B. Have the agencies affected by this request been invited to attend the work session? Yes x No _____

Please list those contacted and their phone numbers:

Mike Joyce, TNR 854-93873

Gary Cotter- TCSO Fleet

III. PERSONNEL
A change in your department's personnel (reclass., etc.).

IV. BUDGET REQUEST:
If your request involves funding for your department please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

The County Personnel (854-9165) and / or the Budget and Research Office (854-9171) must be notified before submission of this agenda request.

AGENDA REQUEST DEADLINE

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.



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

August 23, 2010

TO: The Travis County Commissioners Court

FROM: Sheriff Greg Hamilton *JH*

SUBJECT: Request for Out of State Travel

The Travis County Sheriff's Office will be sending victim services staff to a conference in New Orleans, Louisiana, from September 14-16, 2010. This is a national conference hosted by the National Center for Victims of Crime, and will emphasize a multidisciplinary approach to sharing promising practices, current research and effective programs and policies that are victim-centered, practice-based and research-informed.

TCSO will be sending two staff to this training. Grant funding has been approved for use to pay for the registration, housing and food costs for them to participate in the training, however, there are not sufficient grant funds to cover the cost of airfare. And the reality is that the cost of sending an agency vehicle is significantly lower than the airfare from Austin to the training site. Additionally, this would save the need for a rental vehicle during the training. In accordance with the vehicle policy, I request your authorization to use a county vehicle for this purpose, which I feel is a more economical use of valuable taxpayer resources.

This conference presents an outstanding opportunity to educate staff on national trends and practices, and will strengthen the response of TCSO victim services personnel to victims of crime in Travis County. We appreciate your consideration and support of this matter. If you have any additional questions feel free to contact Karen Maxwell at 854-7508.

cc: Karen Maxwell
File

km

National Center for Victims of Crime

2010 National Conference

September 14–16, 2010 | New Orleans, LA

Hilton New Orleans Riverside

The **National Center for Victims of Crime 2010 National Conference**, in conjunction with the National Crime Victim Bar Association Conference, will be held September 14-16, 2010 at the Hilton New Orleans Riverside (Two Poydras Street, New Orleans, Louisiana). The conference will bring together victim service providers and advocates, law enforcement officials, researchers, educators, and allied professionals from around the country to share best practices, forge new collaborations, and enhance resources, policies, and services for crime victims.

Our 2010 National Conference emphasizes a multidisciplinary approach to sharing promising practices, current research, and effective programs and policies that are **victim-centered, practice-based, and research-informed**. Our conference will feature:

- Over 80 skill-building, research-focused workshops
- Expert multidisciplinary presenters from across the country
- Four thought-provoking plenary sessions
- Networking opportunities with hundreds of providers from multiple disciplines
- Information-packed exhibits

This year's conference is co-hosted by the New Orleans Family Justice Center, the Metropolitan Center for Women and Children, the Louisiana Foundation Against Sexual Assault and the United States Attorney's Office, (Eastern District of Louisiana).

Who Should Attend?

Participants in the National Conference include victim advocates, counselors, program managers, attorneys, social workers, psychologists, law enforcement, researchers, nurses, advocates, volunteers, administrators, clergy, nonprofit managers, system-based victim service providers, and anyone who cares about helping victims of crime.

Please check back for more information about the 2010 National Conference as it becomes available.

WS# 38
VS# 38

TRAVIS COUNTY COMMISSIONER COURT

AGENDA REQUEST

Please consider the following item for: Voting Session _____.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of July 2010.
- C. Approved by: _____
Signature of Commissioner or Judge.

II. A. Copies reports delivered to Commissioners on Wednesday, August 25, 2010 .

B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No X Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

- _____ Additional funding for your department.
- _____ Transfer of funds within your department budget.
- _____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

10 AUG 25 AM 10:57

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COUNTY JUDGE'S OFFICE

37

Travis County Commissioners Court Agenda Request

Voting Session 08/31/2010
(Date)

Working Session _____
(Date)

he

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 County Attorney and take appropriate action concerning insurer's request that the County sign a release in exchange for payment of costs to repair guardrail damaged by Sidney Herminghaus; 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.

Joe Gieselman, Executive Manager, TNR 854-9383

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

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COUNTY JUDGE'S OFFICE
10 AUG 23 AM 10:18

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 31 August 2010
(Date)

Working Session _____
(Date)

TL

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 Mackenzie Anglin and Eleanor Anglin, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B).

RECEIVED OFFICE
COUNTY JUDGE'S OFFICE
10 AUG 26 AM 9:50

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

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 08/31/10
(Date)

Working Session 08/31/10
(Date)

I. A. Request made by: COUNTY ATTORNEY SET Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION REGARDING NOTICE OF INTENT TO SUE FOR VIOLATIONS OF THE ENDANGERED SPECIES ACT IN THE BALCONES CANYONLANDS CONSERVATION PLAN (PERMIT NO. PRT-788841) (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTION 551.071.

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.

Joe Gieselman, TNR, 854-9383

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 (854-9513)

_____ 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.

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COUNTY JUDGE'S OFFICE
10 AUG 2010 11:22


40

Travis County Commissioners Court Agenda Request

Voting Session 08/31/2010
(Date)

Working Session 08/31/2010
(Date)

I. A. Request made by: COUNTY ATTORNEY Leslie W. Dippel Phone # 854-4801

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 MERILEE PETERSON V. TRAVIS COUNTY, (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071.

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.

Richard McCain, Constable Precinct 3

III. Required Authorizations: Please check if applicable:

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

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 (854-4801)

_____ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 2 11 11 22

Travis County Commissioners Court Agenda Request

C3

Voting Session Tuesday, August 31, 2010 Work Session _____
(Date) (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 August 17, 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.

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MINUTES OF MEETING AUGUST 17, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 17th day of August 2010, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:03 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:38 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:41 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation; the Capital Health Facilities Development Corporation; the Travis County Development Authority; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:42 PM and adjourned at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 1:44 PM.

The Commissioners Court retired to Executive Session at 1:49 PM.

The Commissioners Court reconvened the Voting Session at 2:48 PM.

The Commissioners Court adjourned the Voting Session at 2:52 PM.

CONSENT ITEMS

Members of the Court heard from: Mary Etta Gerhardt, Assistant County Attorney; Ronnie Gjemre, Travis County Resident; and Adan Ballesteros, Constable, Precinct 2.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve the following Consent Items: C1-C3 and Items 4, 5.A-C, 6, 9, 12, 13.A&B, 14.A-C, 15, 16, 17, 19, 20, 22.A-C, 26, 27.A&B, and 28. (9:47 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE SETTING A PUBLIC HEARING DATE FOR SEPTEMBER 14, 2010 TO RECEIVE COMMENTS ON A REVISED PLAT FOR RECORDING IN PRECINCT 3: RED WAGON RANCHETTES, SECTION 2, REVISED PORTION OF LOT 12, LOT 12, BLOCK B (SHORT FORM PLAT – 1 LOT – 1.923 ACRES – TRAILS END ROAD – NO FISCAL REQUIRED WITH TRAVIS COUNTY – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC – CITY OF JONESTOWN ETJ). (COMMISSIONER HUBER)

SPECIAL ITEMS

- 2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:54 AM)

Members of the Court heard from: Hershel Lee, Fire Marshal

Discussion only. No formal action taken.

Item 2 to be reposted August 24, 2010.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE ENVIRONMENTAL REVIEW FOR THE GILBERT LANE LAND ACQUISITION FOR AFFORDABLE HOUSING DEVELOPMENT PROJECT FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (10:02 AM)

A. RECEIVE COMMENTS PROVIDED DURING THE PUBLIC COMMENT PERIOD;

B. CERTIFY THE RESULTS OF THE ENVIRONMENTAL REVIEW; AND

C. AUTHORIZE SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; SAN ANTONIO FIELD OFFICE, REGION VI.

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve Items 3.A-C.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	absent

PLANNING AND BUDGET DEPT. ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:47 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:47 AM)

- A. ANNUAL CONTRACT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (THROUGH ONESTAR FOUNDATION) FOR HEALTH AND HUMAN SERVICES AND VETERAN SERVICES TO CONTINUE THE AMERICORPS PROGRAM TO SUPPORT THE ACTIVITIES OF THE TEXAS AGRILIFE EXTENSION'S 4-H CAPITAL PROGRAM;
- B. BIENNIAL CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL TO CONTINUE THE STATE CASE REGISTRY/LOCAL CUSTOMER SERVICE CONTRACT IN THE DOMESTIC RELATIONS OFFICE WITHIN JUVENILE PROBATION; AND
- C. PERMISSION TO CONTINUE THE FAMILY VIOLENCE ACCELERATED PROSECUTION PROGRAM IN THE COUNTY ATTORNEY'S OFFICE UNTIL A FINAL GRANT CONTRACT IS RECEIVED FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.

Clerk's Note: Items 5.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON SETTING THE CALENDAR YEAR 2011 SHERIFF'S AND CONSTABLES' FEE SCHEDULE.
(9:47 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that the FY 2011 fees will be the same as FY 2010 fees.

- 7. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE BLOCKING AND STACKING ALTERNATIVES FOR 700 LAVACA PROPOSED BY THE BROADDUS TEAM AS A PART OF THE TRAVIS COUNTY CENTRAL CAMPUS MASTER PLAN. (10:34 AM) (1:49 PM) (2:52 PM)**

Clerk's Note: Judge Biscoe announced that Item 7 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.

Clerk's Note: The County Judge noted that he would like "that approval of the blocking and stacking alternatives as part of the Central Campus Master Plan is based on current and projected space needs. The Court may modify this plan and these assumptions based on future space developments and needs" noted regarding the Central Campus Master Plan.

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; John Hille, Assistant County Attorney; Steven Coulston, Vice President, Planning, Broaddus and Associates; Belinda Powell, Capital Planning Coordinator, PBO; Dana Stiernberg, WHJ Architects; Laurie Greer, WHJ Architects; Joe Harlow, Chief Technology Officer, Information and Telecommunications Systems (ITS); and Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR).

Clerk's Note: The Court discussed the possibility of adding a design assumption regarding having a cafeteria on the first floor added to the blocking and stacking alternatives for 700 Lavaca.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we have a cafeteria that serves a healthy, hot meal affordably priced, to which employees have access primarily, and members of the public who choose to enjoy it.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ITEM 7 CONTINUED

Clerk's Note: The Court discussed whether to move ITS or TNR into floors 5 through 7 of 700 Lavaca, along with other assumptions on where departments will be placed within the building.

Motion by Judge Biscoe and seconded by Commissioner Davis that we take out ITS and TNR and plan to land on that next week, Tuesday, August 24, 2010, and we approve the other assumptions and criteria.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

8. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT BETWEEN TRAVIS COUNTY AND SIMON PROPERTY GROUP, INC. (1:49 PM)
(2:48 PM)

Clerk's Note: Judge Biscoe announced that Item 8 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we approve the recommended amendment, and authorize the County Judge to sign on behalf of the Commissioners Court.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The County Judge noted that the amendment approved in Item 8 gives Simon Group, Inc. until December 31, 2011, to certify the required number of Full Time Employees (FTE's) required to grant the financial incentive.

ADMINISTRATIVE OPERATIONS ITEMS

- 9. 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 \$939,497.16 FOR THE PERIOD OF JULY 30, 2010 TO AUGUST 5, 2010. (9:47 AM)

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 ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:01 AM)

Members of the Court heard from: John Carr, Division Manager, Building Maintenance and Repair, Facilities Management.

Motion by Commissioner Davis **and seconded by** Commissioner Huber to approve Item 10.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

PURCHASING OFFICE ITEMS

- 11. APPROVE CONTRACT AWARD AND MODIFICATION NO. 1 FOR WATER TREATMENT SYSTEMS, IFB NO. B100181NB, TO THE SOLE RESPONSIVE BIDDER, GARRATT CALLAHAN CO. (10:02 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; and John Carr, Division Manager, Building Maintenance and Repair, Facilities Management.

Discussion only. No formal action taken.

Item 11 to be reposted August 24, 2010.

12. APPROVE TEN-MONTH EXTENSION, MODIFICATION NO. 1, TO INTERLOCAL AGREEMENT NO. IL090321RE, THE UNIVERSITY OF TEXAS AT AUSTIN, FOR THE HEALER WOMEN PROGRAM. (9:47 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. A. APPROVE ORDER EXEMPTING THE PURCHASE OF PREVENTIVE MAINTENANCE AND SERVICING OF BUILDING ACCESS CONTROL SYSTEMS FROM COMMERCIAL SECURITY INTEGRATION, INC., FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(7)(D) OF THE COUNTY PURCHASING ACT; AND
- B. APPROVE CONTRACT AWARD FOR THE PURCHASE OF PREVENTIVE MAINTENANCE AND SERVICING OF BUILDING ACCESS CONTROL SYSTEMS FROM COMMERCIAL SECURITY INTEGRATION, INC. (9:47 AM)

Clerk's Note: Items 13.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE CONTRACT AWARDS FOR RESIDENTIAL PLUMBING SERVICES, IFB NO. B100205NB, TO THE FOLLOWING LOW BIDDERS: (9:47 AM)
- A. GG'S CONSTRUCTION – PRIMARY CONTRACTOR;
- B. 5-F MECHANICAL GROUP, INC. – SECONDARY CONTRACTOR; AND
- C. MID-STATE PLUMBING, INC. – TERTIARY CONTRACTOR.

Clerk's Note: Items 14.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. REJECT BID RECEIVED FOR IFB NO. B100216LP, BLAKE MANOR ROAD RECONSTRUCTION PROJECT. (9:47 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE INTERLOCAL AGREEMENT NO. IL100282EC, TEXAS AGRILIFE EXTENSION SERVICE, FOR WILDLIFE DAMAGE MANAGEMENT SERVICES. (9:47 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. APPROVE ISSUANCE OF JOB ORDER NO. 12, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (9:47 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. REVIEW AND DISCUSS SCOPE OF SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR NEW TRAVIS COUNTY ADMINISTRATION BUILDING AT 700 LAVACA STREET AND GIVE DIRECTION ON HOW TO PROCEED TOWARD ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) NO. Q100247RV.

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; Jim Barr, Senior Project Manager, Facilities Management; and John Carr, Division Manager, Building Maintenance and Repair, Facilities Management.

Discussion only. No formal action taken.

Item 18 to be reposted August 31, 2010.

19. RATIFY ISSUANCE OF JOB ORDER NO. 84, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (9:47 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONCEPTUAL MASTER PLAN FOR 2005 BOND-FUNDED PHASE 3 IMPROVEMENTS AT NORTHEAST METRO PARK. (COMMISSIONER ECKHARDT) (9:47 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.

Clerk's Note: The County Judge noted that the Court had been advised by Legal that it was okay to go ahead with the Skate Park Element.

- 21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(11:50 AM)

- A. AN INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN AND THE LOWER COLORADO RIVER AUTHORITY TO CONDUCT A COLORADO RIVER CORRIDOR STUDY, WHICH INCLUDES SEVERAL TRACTS CURRENTLY TARGETED FOR SAND AND GRAVEL MINING;

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve Item 21.A.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ITEM 21 CONTINUED

21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(11:52 AM)

B. APPROVE ORDER EXEMPTING THE PURCHASE OF PROFESSIONAL LAND PLANNING SERVICES FROM BOSSE AND PHARIS ASSOCIATES, INC. FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE COUNTY PURCHASING ACT; AND

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Huber **and seconded by** Commissioner Eckhardt to approve Item 21.B.

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	absent

21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(11:53 AM)

C. APPROVE ORDER EXEMPTING THE PURCHASE OF PROFESSIONAL ENVIRONMENTAL MONITORING SERVICES FROM THORNHILL GROUP, INC. FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE COUNTY PURCHASING ACT; OR

D, CONSIDER AND TAKE APPROPRIATE ACTION ON PROCESS TO SELECT A FIRM TO PERFORM PROFESSIONAL ENVIRONMENTAL MONITORING SERVICES.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Cyd Grimes, Travis County Purchasing Agent.

Items 21.C&D were discussion only. No formal action taken.

Items 21.C&D to be reposted August 31, 2010.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:47 AM)

- A. AN OFFER TO SELL AN APPROXIMATELY 0.951 ACRE TRACT OF LAND FOR USE AS RIGHT-OF-WAY IN ROADWAY IMPROVEMENTS PLANNED FOR A PORTION OF LAVA LANE;
- B. AN OFFER TO SELL AN APPROXIMATELY 0.537 ACRE TRACT OF LAND FOR USE AS RIGHT-OF-WAY IN ROADWAY IMPROVEMENTS PLANNED FOR A PORTION OF LAVA LANE; AND
- C. AN OFFER TO SELL AN APPROXIMATELY 0.60 ACRE TRACT OF LAND AND A 0.0306 ACRE DRAINAGE EASEMENT FOR USE AS RIGHT-OF-WAY IN ROADWAY IMPROVEMENTS PLANNED FOR A PORTION OF LAVA LANE. (COMMISSIONER GÓMEZ)

Clerk's Note: Items 22.A-C 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 THE FOLLOWING:
(1:45 PM)

- A. A REQUEST FOR REDUCTION OF FEES FOR MONTEBELLA SUBDIVISION A REVISED PLAT OF LOTS 1-9 BLOCK AAA, LOTS 1-12 BLOCK BBB, LOTS 3-17 BLOCK CCC LOTS 6, 13-48 BLOCK DDD, LOTS 1-35 BLOCK EEE AND LOTS 3-12, 15-24 BLOCK FFF HILL TOP MANOR SUBDIVISION; AND
- B. A PLAT FOR RECORDING IN PRECINCT 3: MONTEBELLA SUBDIVISION SUBDIVISION (SHORT FORM PLAT – 128 LOTS – 44.60 ACRES – LONGHORN SKYVIEW OFF HAMILTON POOL ROAD – NO FISCAL REQUIRED WITH TRAVIS COUNTY – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC – TRAVIS COUNTY NO ETJ). (COMMISSIONER HUBER)

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve Items 23A&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	absent

26. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: TOUBA ESTATES FINAL PLAT (SHORT FORM FINAL PLAT – 3 TOTAL LOTS – 16.0 ACRES – DERECHO DRIVE – NO FISCAL REQUIRED – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC FACILITIES – CITY OF AUSTIN ETJ). (COMMISSIONER HUBER) (9:47 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:47 AM)

- A. APPROVE THE ACCEPTANCE OF THE DEDICATION OF THE PUBLIC STREET AND DRAINAGE FACILITIES WITHIN ROCKY CREEK RANCH, PHASE A, SECTION 1 AND RANCH CREEK RANCH, SECTION 1; AND
- B. NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREET WITHIN ROCKY CREEK RANCH, SECTION 1, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER HUBER)

Clerk's Note: Items 27.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

28. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE THE FISCAL YEAR 2011 DISTRICT CLERK'S RECORDS MANAGEMENT PLAN. (9:47 AM)

Clerk's Note: Item 28 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 29. **CONSIDER AND TAKE APPROPRIATE ACTION ON ADOPTION OF THE TRAVIS COUNTY CODE STYLE GUIDE. (COMMISSIONER ECKHARDT)**

Members of the Court heard from: Steven Broberg, Director, Records Management and Communication Resources (RMCR).

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve Item 29.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 30. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR APPROVAL OF LEANDER ISD INTERLOCAL AGREEMENT REQUESTING AN ADDITIONAL SCHOOL RESOURCE OFFICER WITH PRECINCT TWO CONSTABLE'S OFFICE.**

Members of the Court heard from: Randy Lott, Budget Analyst, Planning and Budget Office (PBO).

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to approve Item 30.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

Note 4 Gov't Code Ann 551.087, Economic Development Negotiations

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

31. DISCUSS AND TAKE APPROPRIATE ACTION ON ECONOMIC DEVELOPMENT PROJECT IN PRECINCT ONE. ⁴ (1:49 PM) (2:49 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.087, Economic Development Negotiations.

Motion by Judge Biscoe and seconded by Commissioner Davis that we schedule a public hearing two weeks from today, August 31, 2010, and that if, based on those directions, the response from the requesting party is negative, then we basically don't have a reason to have the public hearing and do not.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

32. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(1:49 PM) (2:50 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted that by taking no action that it would be a "no" to the offer made to the County, because of where we stand in terms of our needs analysis and other matters being considered today.

- 33. CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES REGARDING THE LEASE AND SPACE FOR TRAVIS COUNTY DISTRICT ATTORNEY AT 700 LAVACA. ^{1 AND 2} (1:49 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 33 postponed until August, 24, 2010.

- 34. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN MATTHEW DOOLITTLE VS. JOHN CHARLES LOUGHRAN, INDIVIDUALLY AND AS REPRESENTATIVE OF THE TRAVIS COUNTY SHERIFF'S OFFICE, TRAVIS COUNTY SHERIFF'S OFFICE AND TRAVIS COUNTY. ¹ (1:49 PM) (2:50 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we approve the mediation recommendation for the County to pay \$20,000.00 to settle this matter, and with a third party paying the \$2,500.00.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 35. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE LEASE AGREEMENT WITH TEXAS CHARTER SCHOOL ASSOCIATION AT 700 LAVACA. ¹AND ² (1:49 PM) (2:51 PM)

Clerk's Note: Judge Biscoe announced that Item 35 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 Huber that we approve and execute the proposed expansion amendment shared with us today, which addresses parking and basically, finally concludes the expansion rights under the current contract of Texas Charter School Association.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Davis to adjourn the Voting Session. (2:52 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

WS # _____

VS # C4

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 08/31/10

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

B. Requested Text:

Approve setting a Public Hearing on September 21, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 74 and 75, Block PP of Twin Lake Hills – a subdivision in Travis County, Precinct 3.

C. Approved by: *Karen Huber*
Commissioner Karen Huber, Precinct Three

II. A. Is backup material attached?*

Yes X No

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No Please list those contacted and their phone number.

MS John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 21 PM 5:08

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES



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

MEMORANDUM

DATE: August 5, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: **Approve setting a Public Hearing on September 31, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 74 and 75, Block PP of Twin Lake Hills – a subdivision in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE) located along the common lot line of Lots 74 and 75, Block PP of Twin Lake Hills. The easements are dedicated per plat note. Both lots front on Longhorn Skyway, a road maintained by Travis County.

The purpose of this vacation request is for the proposed construction of a septic system on Lot 75, which will service the already existing house on Lot 74. Vacating the PUEs will allow the property owner to be permitted for the proposed construction without encroaching on said easements.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Page 2

August 5, 2010

Issues and Opportunities:

Travis County has no need for the subject easement and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Field Notes and Sketch

Request Letter

Statements from utility companies

Maps

PS:AB:ps

1105 Longhorn Skyway

10-PUE-08

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along the common lot line of Lots 74 and 75, Block PP of Twin Lake Hills as recorded in Book 50, Page 84 of the Plat Records of Travis County, Texas, so that the owner can construct a septic system on Lot 75 to service the existing house on Lot 74 without encroaching on the 5' public utility easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 21, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 74 and 75, Block PP of Twin Lake Hills, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2010.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

FIELD NOTE DESCRIPTION FOR 0.0287 ACRES PUBLIC UTILITIES EASEMENT

BEING A 0.0287 OF AN ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JUANA RODRIGUEZ LEAGUE AND LABOR SURVEY NO. 42, ABSTRACT NO. 658 IN TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF AND A PART OF LOT 74 AND LOT 75, BLOCK "PP", TWIN LAKE HILLS, A SUBDIVISION OF RECORD IN PLAT BOOK 50, PAGE 84 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found in the southeast line of Lot 69 of the aforementioned subdivision, said iron rod found marking the common back corners of Lots 74 and 75 in the said subdivision from which an iron rod found marking the north most corner of Lot 74 bears North 46°05'01" East, at a distance of 70.08 feet, and an iron rod found marking the west most corner of Lot 75 of the said subdivision bears South 46°07'14" West at a distance of 94.40 feet;

THENCE with the common line of Lots 74 and 75 of the said subdivision South 47°05'11" East, at a distance of 5.01 feet to a calculated point and the **POINT OF BEGINNING** of the herein described tract;

THENCE North 46°05'01" East, at a distance of 5.01 feet for the north most corner of the herein described tract;

THENCE South 47°05'11" East, at a distance of 124.65 feet for the east most corner of the herein described tract;

THENCE with a curve to the left with a radius of 154.85 feet, an arc distance of 10.00 feet, and a chord of 10.00 feet bearing South 43°24'55" West for the south most corner of the herein described tract;

THENCE North 47°05'11" West at a distance of 125.12 feet for the west most corner of the herein described tract;

THENCE North 46°07'14" East, at a distance of 5.01 feet to the **POINT OF BEGINNING** containing 0.0287 of an acre of land (1248.29 square feet), more or less.

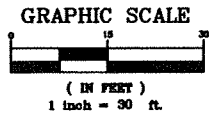
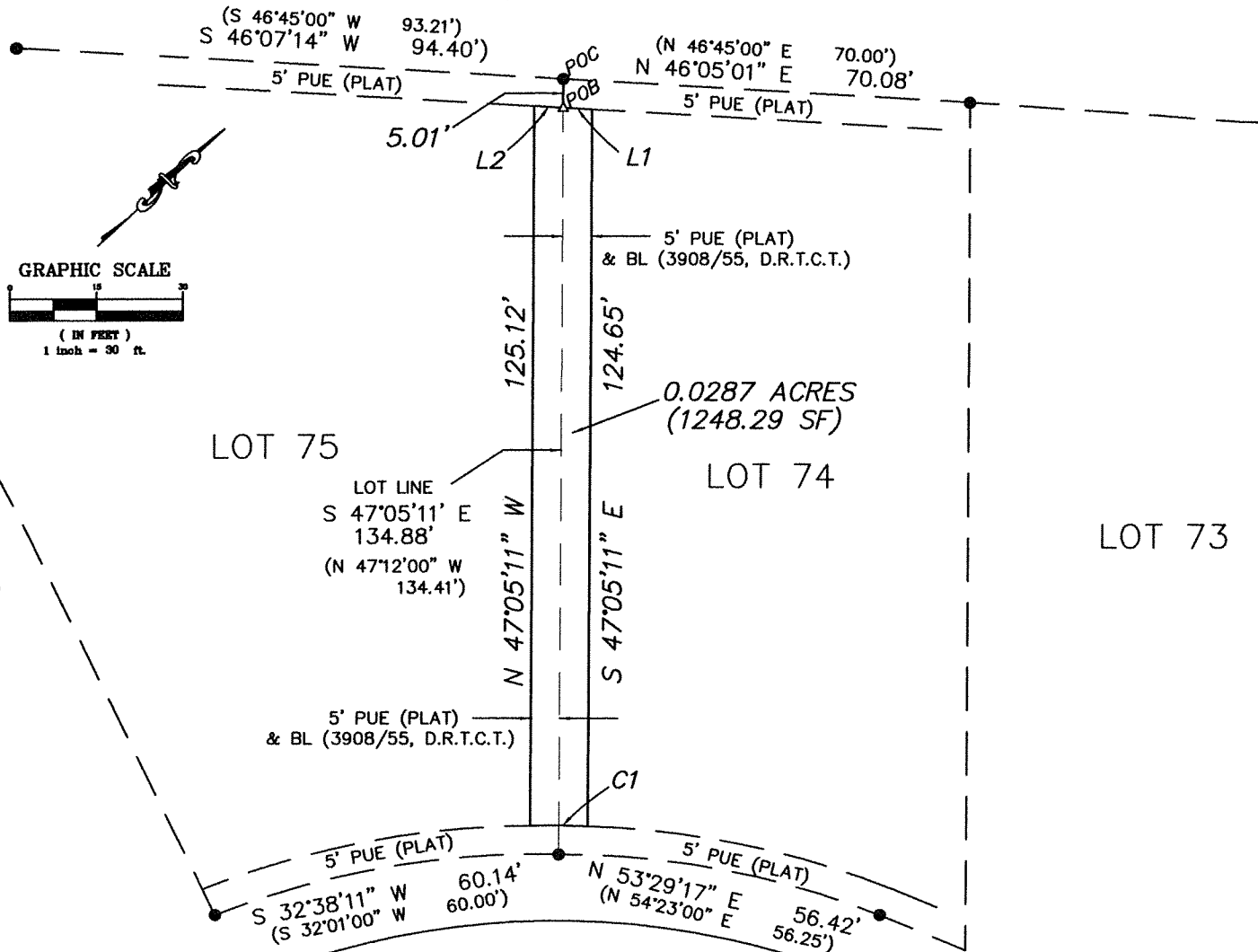


Date: 7-21-10

William C. Stewart
Registered Professional Land Surveyor
No. 5785 State of Texas



LOT 69



LOT 76

LOT 75

0.0287 ACRES
(1248.29 SF)

LOT 74

LOT 73

LONGHORN SKYWAY
(50' R.O.W.)

CURVE TABLE

LINE TABLE

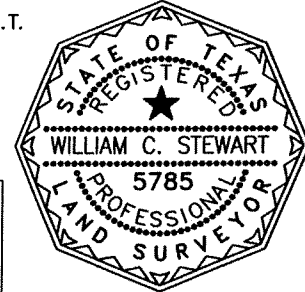
NO.	RADIUS	ARC	CHORD	CH BEARING	NO.	BEARING	DISTANCE
C1	154.85'	10.00'	10.00'	S 43°24'55" W	L1	N 46°05'01" E	5.01'
					L2	N 46°07'14" E	5.01'

LEGEND

- = IRON ROD FOUND
- ▲ = CALCULATED POINT
- P.R.T.C.T. = PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- XXXX/XXX = VOLUME/PAGE
- () = RECORD PER 50/84, P.R.T.C.T.
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING

LEGAL DESCRIPTION:
0.0287 OF AN ACRE OF PUBLIC UTILITY EASEMENT OUT OF THE JUANA RODRIGUEZ LEAGUE AND LABOR SURVEY NO. 42, ABSTRACT NO. 658 IN TRAVIS COUNTY, TEXAS, ALSO BEING OUT OF LOTS 74 AND 75, BLOCK "PP", TWIN LAKE HILLS, A SUBDIVISION OF RECORD IN 50/84, P.R.T.C.T.

SURVEYOR'S NOTES:
The bearings shown hereon are based on the recorded plat of Twin Lake Hills as recorded in 50/84, P.R.T.C.T.



Ranger Land Surveying
Land, Construction & Residential Surveying
P.O. Box 1542, Leander, TX 78646
Office: (512) 567-3511
Field: (512) 417-7335
www.rangerlandsurveying.com

SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION FOR A 0.0287 OF AN ACRE PUBLIC UTILITIES EASEMENT

DATE OF SURVEY: 10/21/09

WILLIAM C. STEWART R.P.L.S. 5785

Sandy Hill Homes
1000 Clark St.
Round Rock, Texas 78681

Telephone: (512) 255-3875
Fax: (512) 244-3736

Travis County TNR
PO Box 1748
Austin, Texas 78767
Attn: Stacey Scheffel
Tel: 512-854-9383 Fax: 512-854-4649

7-23-10

Re: Request to Vacate Public Utility Easements between Lot 74 & Lot 75 of Twin Lake Hills Subdivision

Sandy Hill Homes represented by its President, George Transom herein requests to "Vacate" the public utility easements between the above referenced lots. These lots are further described as: Being a 0.078 of an acre tract or parcel of land out of and part of the Juana Rodriguez League and labor survey no. 42, abstract no. 658 in Travis County, Texas and also being out of and part of Lot 74 and Lot 75, block "PP", Twin Lake Hills, a subdivision of record in plat book 50. Page 84 of the plat records of Travis County, Texas and more particularly described by the metes and bounds in the attached Field note description.

We intend to construct a septic system on Lot 75 to service the plumbing in the house we have constructed on Lot 74. Our intention is to convey this lot with its septic system when this property is sold in the future. The attached documentation is provided in accordance with the requirements for this action.

Thank you for your consideration in this matter. Should you have questions or require additional information, don't hesitate to contact me.

Sincerely,



George E. Transom III
President, Sandy Hill Homes

CONSENT TO VARIANCE

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:

This Consent to Variance is made this 7th day of June 2010, by DEER CREEK RANCH, INC., hereinafter referred to as the "Declarant" and DEER CREEK RANCH WATER CO, LLC, hereinafter referred to as the "Water Company."

WHEREAS, the Declarant is that same entity referred to as "Owner" in that document dated 21st day of July 1970, and filed of record at Volume 3908, Page 55 of the Deed Records of Travis County, Texas, being Restrictive Covenants (the "Restrictive Covenants") for TWIN LAKE HILLS (the "Subdivision"), a subdivision in Travis County, Texas, according to the map or plat thereof filed of record at Volume 50, Page 84, Plat Records of Travis County, Texas, as such Restrictive Covenants may have been amended;

WHEREAS, the owners of Lots 74 and 75, (the "Lots"), Block PP of the Subdivision desire to construct a single improvement on the two Lots combined, building across the lot line shared by the Lots (the "Interior Lot Line");

WHEREAS, the Restrictive Covenants prohibit the construction of improvements within a certain distance from each lot line and the Water Company has the right to use the easement for public utilities along either side of the Interior Lot Line;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, to the extent that Declarant and Water Company have the right and authority to do so, and as long as the Lots are being developed as a single lot, combined, Declarant and Water Company:

- a. Consent to improvements being built over and across the Interior Lot Line;
b. Waive the Restrictive Covenants as to the distance improvements may be erected or constructed from the Interior Lot Line; and
c. Waive any easement for public utilities along either side of the Interior Lot Line.

Nothing herein shall be taken to affect the set back requirements along the front, rear, and other sides of the Lots.

Dated this 7 day of June 2010.

DEER CREEK RANCH, INC.

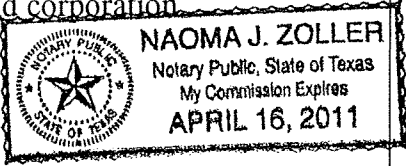
DEER CREEK RANCH WATER CO, LLC

By: [Signature]
Sam J. Hammett, President

By: [Signature]
Sam J. Hammett, President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

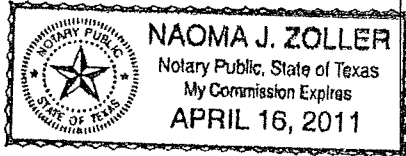
This instrument was acknowledged before me on the 7th day of June 2010, by Sam J. Hammett, as President of Deer Creek Ranch, Inc., a Texas corporation and on behalf of said corporation.



Naoma J. Zoller
Notary Public, State of *T E X A S*

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7th day of June 2010, by Sam J. Hammett, as President of Deer Creek Ranch Water Co, LLC, a Texas limited liability company and on behalf of said company.



Naoma J. Zoller
Notary Public, State of *T E X A S*

After Recording, Return to:



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIBBELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10048 Longhorn Skyrise Dripping Springs TX 78620 (address) and/or 10050 Longhorn Skyrise Dripping Springs TX (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

[Signature]
Signature
Kathy Heiner
Printed Name
Supervising Engineer
Title
Verizon
Utility Company or District

Date

Please return this completed form to:

George E. TRANSMITT
Name
100 Clark St.
Address
Round Rock TX 78664
City/State/Zip

RELEASE OF EASEMENT

STATE OF TEXAS ∞
 ∞
COUNTY OF TRAVIS ∞

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Earl N. Jackson as previous owner/developer of all lots in Twin Lake Hills, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Twin Lake Hills, said public utility easement being recorded in Volumes 50 and 58, Pages 84 and 48, respectively, of the Plat Records in Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots within Twin Lake Hills, Block PP, in Travis County, Texas; and,

WHEREAS, George E. Transom III, for Sandy Hill Homes, as current owner desires the said five foot (5') public utility easement along the common property line between Lots 74 and 75, Twin Lake Hills, Block PP, Travis County, Texas, be abandoned and released in full; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the public utility easement along the common property line between Lots 74 and 75, Twin Lake Hills, Block PP, Travis County, Texas, and referred to hereinabove.

EXECUTED: June 7, 2010

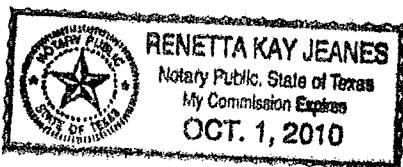
PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: Trey Grebe
Trey Grebe
District Manager

THE STATE OF TEXAS ∞
 ∞
COUNTY OF TRAVIS ∞

BEFORE ME, the undersigned authority, on this day personally appeared Trey Grebe, District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE June 7, 2010.



Renetta Kay Jeanes
Notary Public in and for the State of Texas



12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/682-8592 (Fax)

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: TWIN LAKE HILLS

Lot and Block Numbers: LOT 74 AND 75

Street Address: 10048 AND 10050 LONGHORN SKYWAY

Property Owner: GEORGE E. TRANSOM

STATEMENT

X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

 Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumpert
Signature

Designer
Title

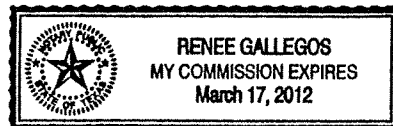
State of Texas
County of Travis

This instrument was acknowledged before me on May 27, 2010 by

Laurie Schumpert.

Rene Gallegos

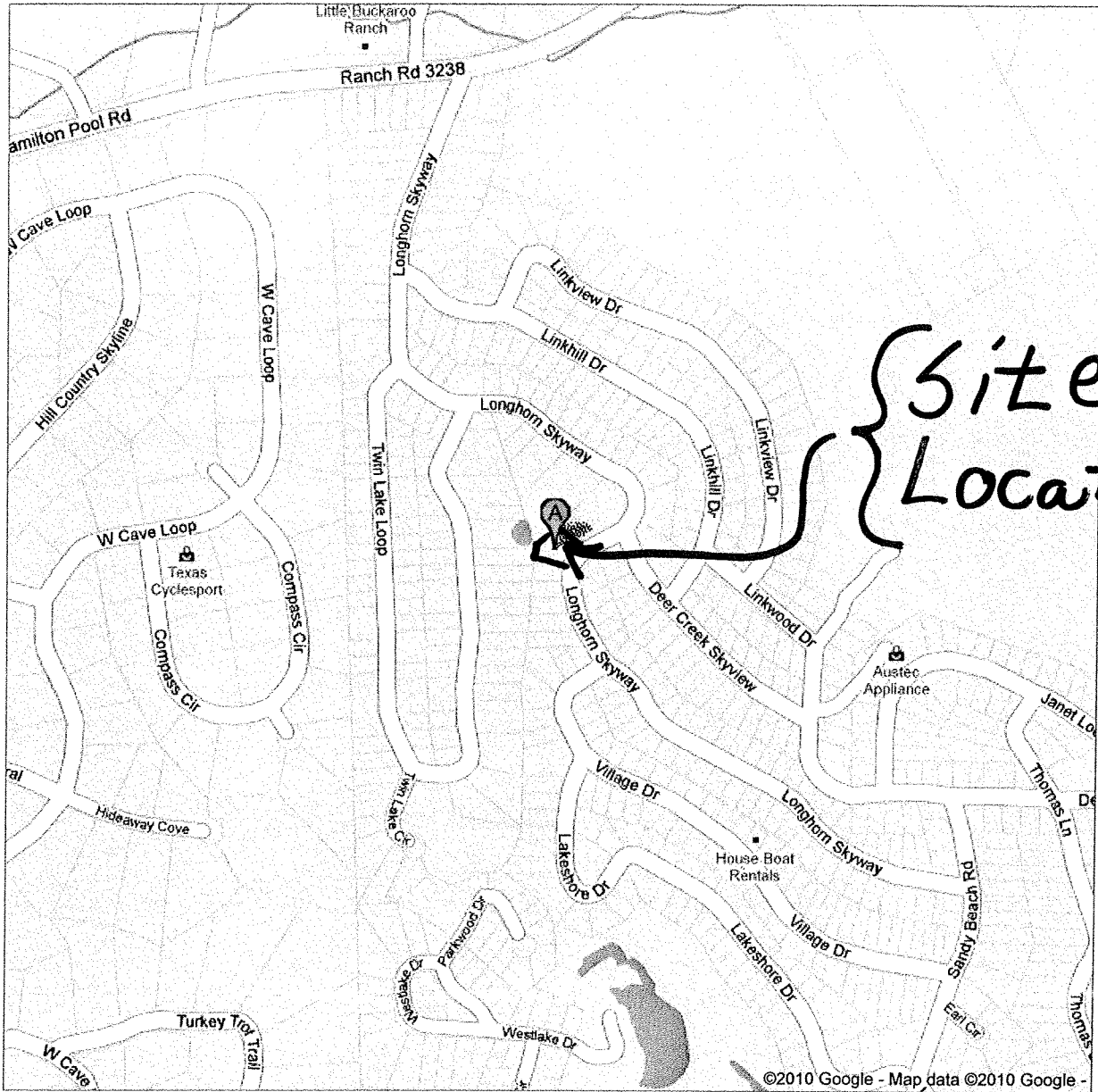
Notary Public



Google maps

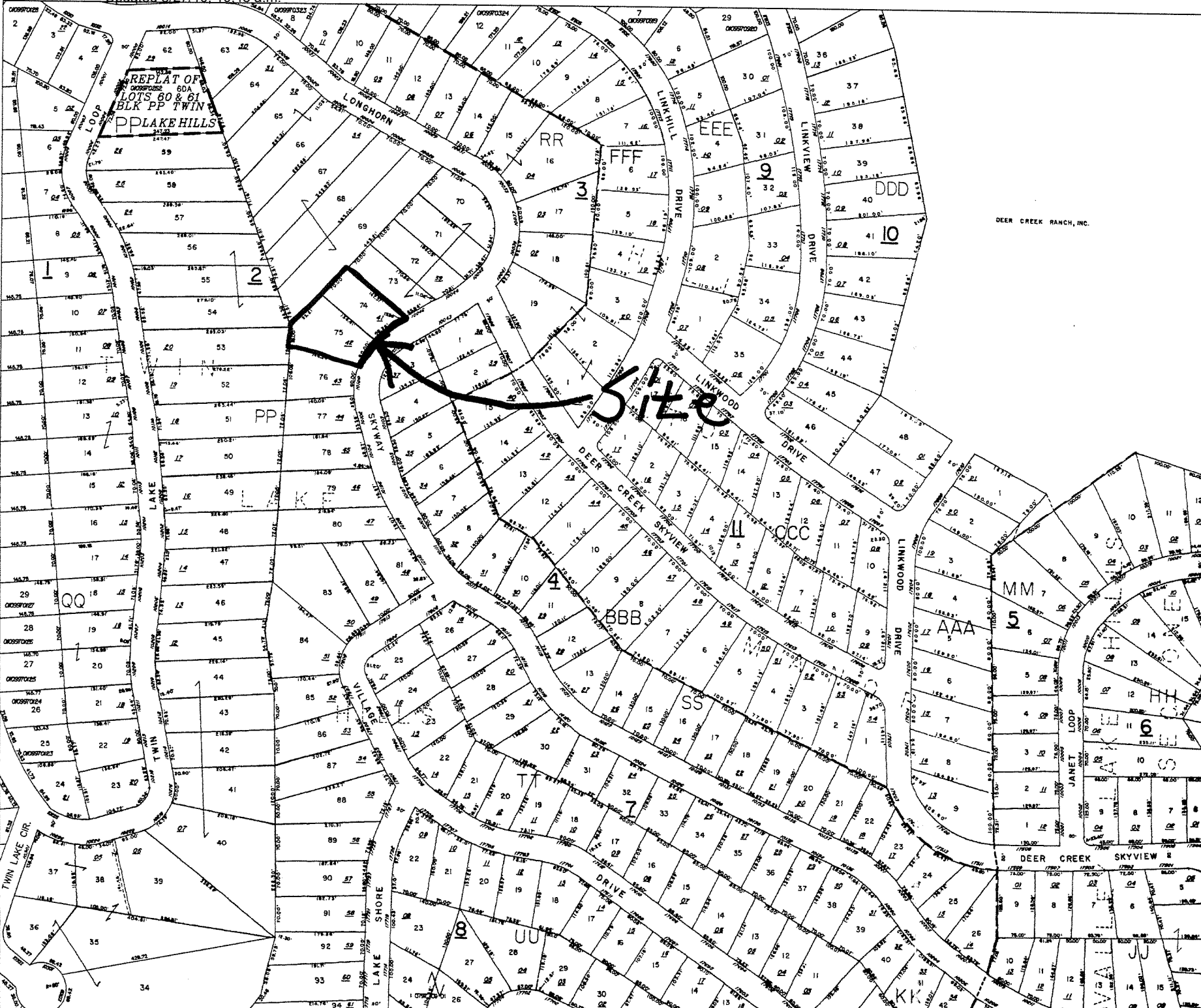
Address 10050 Longhorn Skyway
Dripping Springs, TX 78620

Notes Request to vacate two 5' PUEs
located along the common lot
line of Lots 74 & 75, Block PP
within Twin Lake Hills, a
subdivision in Precinct 3 -
Commissioner Karen Huber.



Site Location

©2010 Google - Map data ©2010 Google -



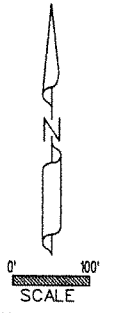
REVISIONS
11/26/2003 L.J.H.

SUBDIVISIONS
LAKE TRAVIS ISD
TCESD NO.6
TRAVIS COUNTY

DEER CREEK RANCH, INC.

TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 148012
Austin, TX 78714
Internet Address WWW.TRAVISCAD.ORG

Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138
Fax Number (512)835-5371 TDD (512)836-3328



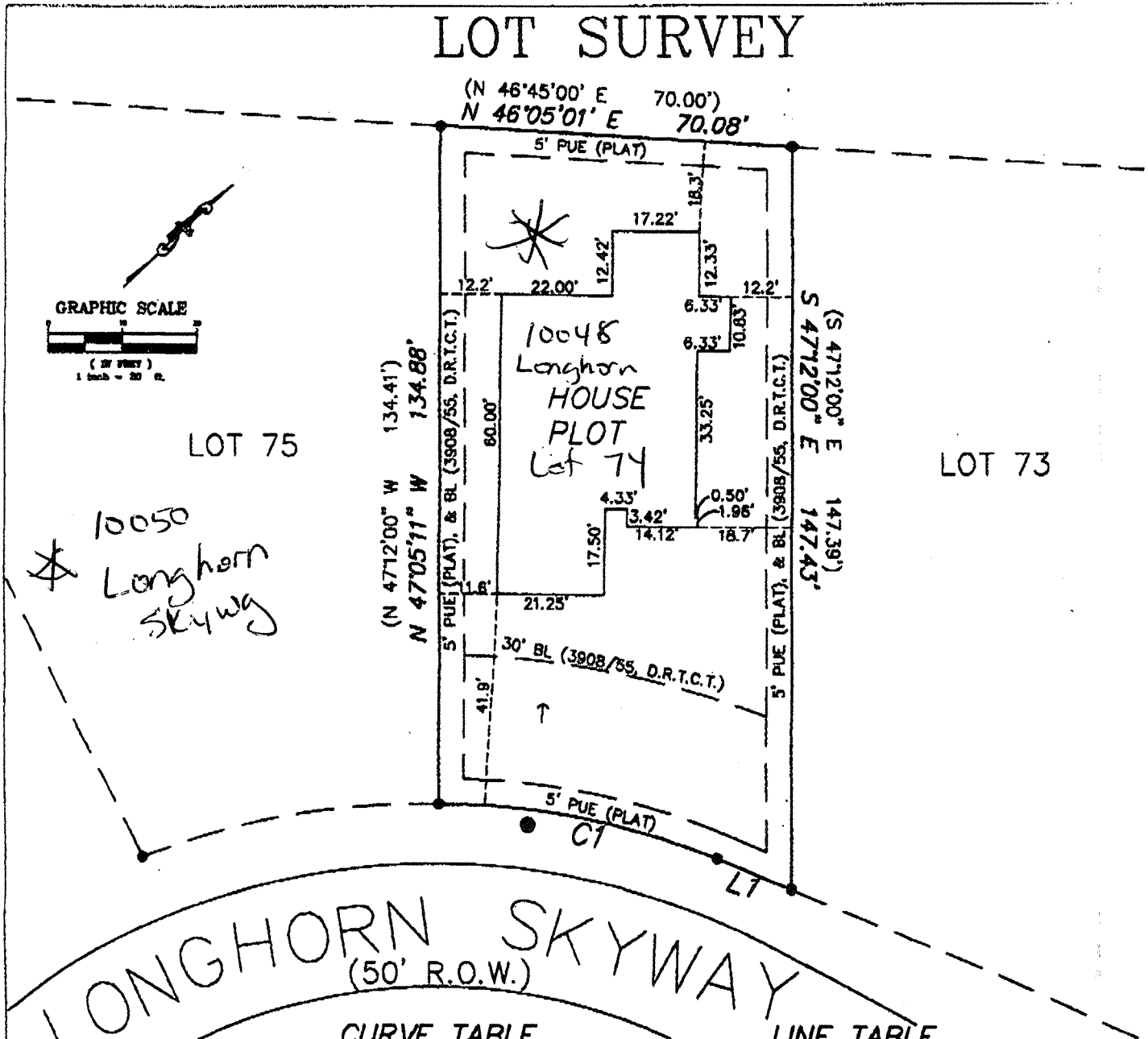
MAP NO.
10997

5 1101	11197
5 0901	10995
5 0701	10797 10795

1" = 400' MAP
REFERENCE
1 1096

LOT SURVEY

Updated 8/27/10 10:48 a.m



LONGHORN SKYWAY
(50' R.O.W.)

CURVE TABLE				LINE TABLE			
NO.	RADIUS	ARC	CHORD	CH BEARING	NO.	BEARING	DISTANCE
C1	338.80'	50.52'	50.47'	N 03°06'04" E	L1	S 65°13'07" W	16.00'
			(5.44')	(N 03°04'00" E)		(S 65°12'00" W)	(15.66')

RESTRICTIVE COVENANTS:

This property is subject to covenants and restrictions as set forth in 50/84, P.R.T.C.T., and 3908/55, D.R.T.C.T. Amended covenants and restrictions as recorded under Doc. Nos. 2002189842 and 200504607, O.P.R.T.C.T., were revoked and annulled in Doc. Nos. 2006223476 and 2006223477, O.P.R.T.C.T., respectively.

RECORDED EASEMENTS:

A public utilities easement, 5 feet wide off the front, rear and side lot lines as recorded in 58/48, P.R.T.C.T., affects this lot.

An easement or right of way (width not stated) reserved along the front, rear and side lot lines as recorded in 3908/55, D.R.T.C.T., and 7871/694, R.P.R.T.C.T. affects this lot.

A 30' building setback line from the front lot lines and a 5' building setback line from the side lot lines as recorded in 3908/55, D.R.T.C.T., affects this lot (shown hereon).

An electric easement (blanket) granted to Pedernales Electric

LEGEND

- = IRON ROD FOUND
- = POWER POLE
- ↑ = GUY ANCHOR
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. = PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- XXXX/XXX = VOLUME/PAGE
- () = RECORD PER 50/84, P.R.T.C.T.
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE

CERTIFICATION:

I, William C. Stewart, a Registered Professional Land Surveyor do hereby certify that this survey was performed on the ground of the property shown hereon on May 10, 2007, under my supervision and is true and correct to the best of my knowledge

Travis County Commissioners Court Agenda Request

Voting Session September 14, 2010
(Date)

Work Session _____
(Date)

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

Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on Tuesday, September 28, 2010, to receive comments regarding a request to temporarily close Manda Carlson Road and New Sweden Church Road in Precinct One for culvert replacements beginning October 4, 2010, and continuing through October 29, 2010 or until construction is completed.

C. C. Approved by: Ron Davis
Ron Davis, Travis County Commissioner, Precinct One

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

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

- Don Ward, TNR (854-9317)
- David Greear, TNR (854-7650)
- Cheryl McVey, TNR Dispatch (854-9433)
- Austin Fire & TCSO Dispatch (974-0800)
- Manor ISD (278-4085)
- Manor Fire Dept., ESD #12 (272-4502)
- Greg Hamilton, County Sheriff, (854-9770)
- Stephanie Jensen, COA GIS (974-6446)

RECEIVED
COUNTY JUDGES OFFICE
10 AUG 24 PM 1:08

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

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

Human Resources Department (854 -9165)

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

Purchasing Office (854 -9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854 -9415)

- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

August 20, 2010

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Donald W. Ward, P.E., Division Director, Road Maintenance and Fleet Services
SUBJECT: Temporary closure of Manda Carlson Road and New Sweden Church Road

PROPOSED MOTION:

Approve setting a Public Hearing on Tuesday, September 28, 2010, to receive comments regarding a request to temporarily close Manda Carlson Road and New Sweden Church Road in Precinct One for culvert replacements beginning October 4, 2010, and continuing through October 29, 2010 or until construction is completed.

SUMMARY AND STAFF RECOMMENDATION:

Staff recommends closing New Sweden Church Road and Manda Carlson Road sequentially in order to replace failing culvert pipes and headwalls. First, New Sweden Church Road will be closed just west of Manda Carlson Road to replace the existing drainage culvert and headwalls then opened back up to traffic. Next, Manda Carlson Road will be closed just north of New Sweden Church Road in order to replace the existing drainage culvert and headwalls. Construction is scheduled to begin on October 4, 2010 and continue for an estimated 4 weeks to October 29, 2010, or until construction is completed. The road closures are required for the replacement of existing drainage culverts and headwalls.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of the construction workers and the motoring public.

BUDGETARY ISSUE:

This closure will require some work by Travis County road maintenance crews to post public notices.

REQUIRED AUTHORIZATIONS:

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

BACKGROUND:

This closure was originally scheduled for July, 2010, but was delayed due to constituent concerns regarding possible conflict with the local harvesting of crops that would occur during that time.

EXHIBITS:

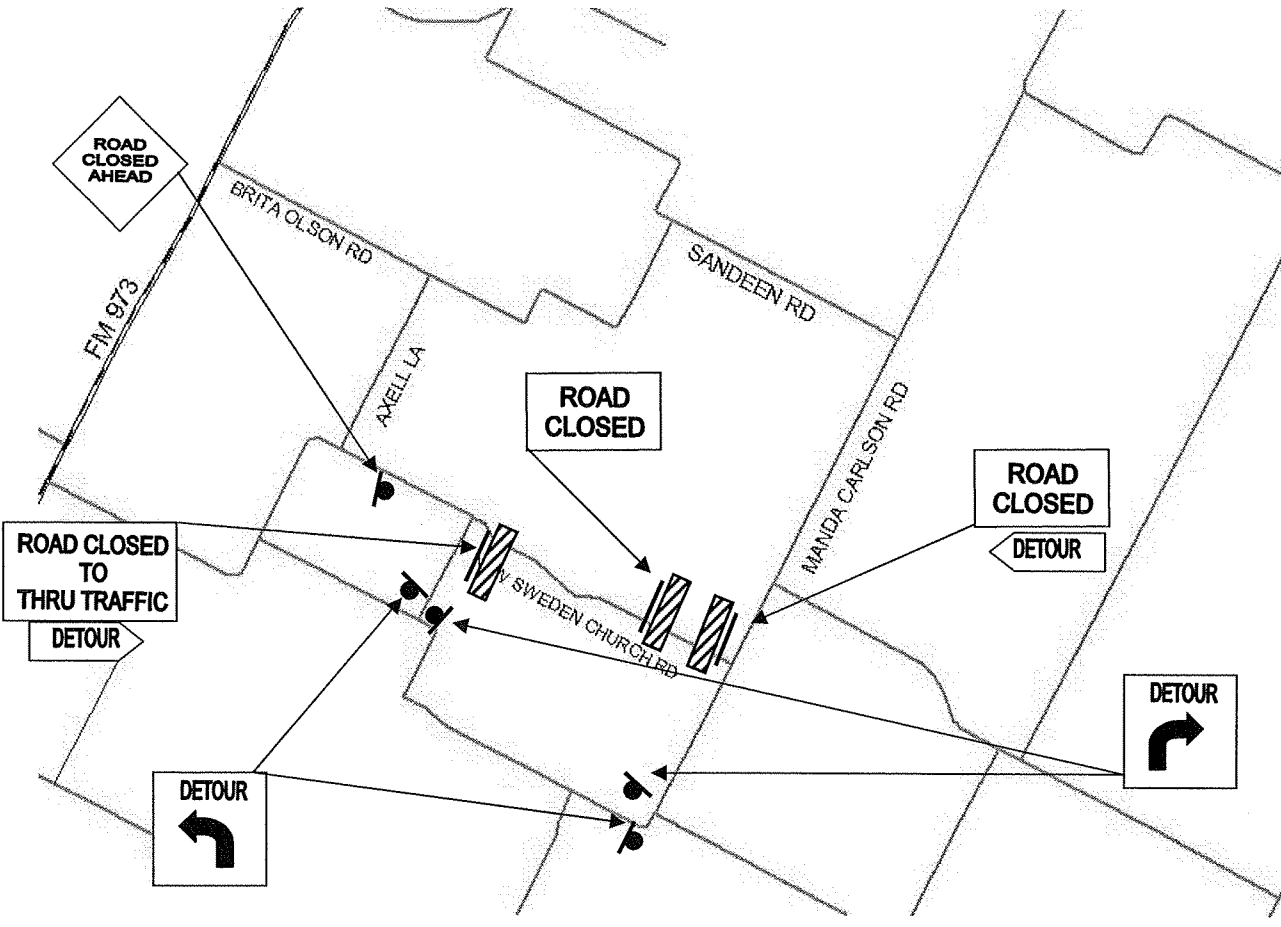
Area map showing closure location and detour route

Photos of Public Notice signs posted on Manda Carlson Road and New Sweden Church Road

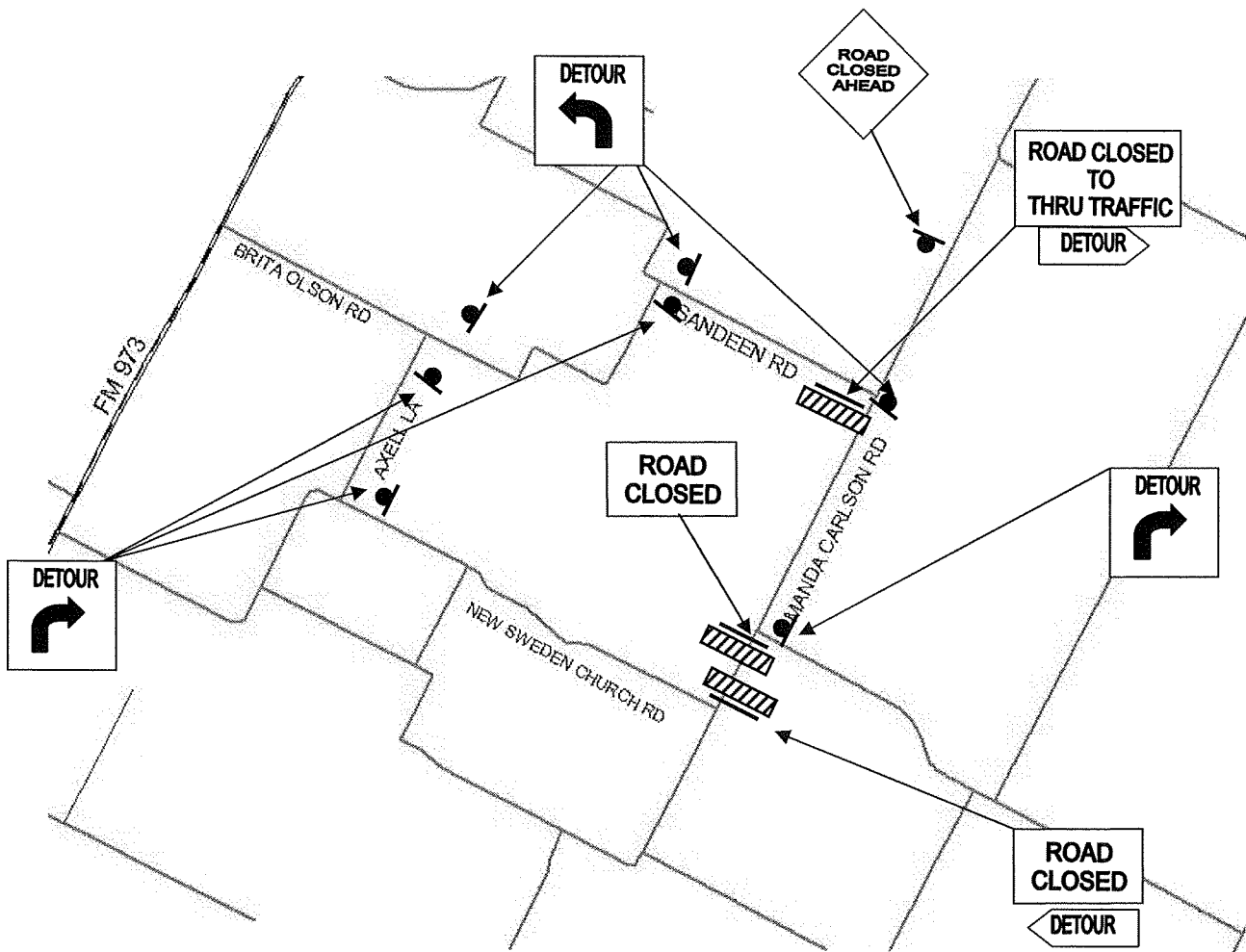
Affidavit of Posting

cc: Don Ward, David Greear, Steve Schiewe

Detour Map for New Sweden Church Road, Temporary Road Closure



Detour Map for Manda Carlson Road, Temporary Road Closure





NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, October 4, 2010 at 9:00am to consider the temporary closure of MANDA CARLSON ROAD AND NEW SWEDEN CHURCH ROAD for drainage culvert replacement.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of MANDA CARLSON ROAD AND NEW SWEDEN CHURCH ROAD for drainage culvert replacement; and

WHEREAS, a public hearing was held on Tuesday, October 4, 2010, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

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

PRECINCT 1:

Temporarily close Manda Carlson Road and New Sweden Church Road in Precinct One for culvert replacements beginning October 4, 2010, and continuing through October 29, 2010 or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2010.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4