

**AGENDA REQUEST**

Please consider the following item for voting session November 2, 2010

I. A. Request made by: Margaret J. Gómez  
Phone # 854-9444

B. Requested text:

**APPROVE PROCLAMATION REGARDING "AUSTIN  
ADOPTION DAY" TO BE HELD NOVEMBER 4, 2010 AT  
GARDNER-BETTS JUVENILE JUSTICE CENTER.  
(COMMISSIONER GÓMEZ)**

C. Approved by: \_\_\_\_\_  
Margaret J. Gómez, Commissioner Precinct 4

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 telephone

III. **BUDGET REQUEST.** If your request involves any of the following, Please check appropriately:

\_\_\_, ADDITIONAL FUNDING

\_\_\_, TRANSFER OF FUNDS WITHIN YOUR DEPARTMENT BUDGET

\_\_\_, A CHANGE IN YOUR DEPARTMENT'S PERSONNEL

The County Human Resources department (473-9165) and/or the Planning and Budget Office (473-9106) must be notified prior to submission of this agenda request.

# Travis County Commissioners Court



# Proclamation

**WHEREAS,** the County Commissioners of the County of Travis, Texas, recognize the importance of giving children permanent, safe and loving families through adoption; and,

**WHEREAS,** more than 5,800 children in Texas, and 150 children in Travis County are waiting for permanent families; and,

**WHEREAS,** To help these children find permanent, nurturing families, through the efforts of Texas Supreme Court Justice Eva Guzman; The Honorable Darlene Byrne, 126<sup>th</sup> District Court Judge ; The Honorable Jeanne Meurer, Senior Judge, Travis County Juvenile Court Department; The Honorable Orlinda Naranjo, 419<sup>th</sup> District Court Judge; The Honorable Gisela Triana-Doyal, 200<sup>th</sup> District Court Judge; the Travis County Juvenile Probation Department will open their doors on Thursday, November 4, 2010, to finalize the adoptions of local children and join the Austin Bar Association, CASA, the Texas Department of Family and Protective Services, the Adoption Coalition of Texas, Travis County Child Welfare Board and other organizations, to celebrate all adoptions; and,

**WHEREAS,** This effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption.

**NOW, THEREFORE, BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT HEREBY DECLARE NOVEMBER 04, 2010, AS AUSTIN ADOPTION DAY IN TRAVIS COUNTY, TEXAS AND IN SO DOING, URGE ALL CITIZENS TO JOIN IN A NATIONAL EFFORT TO RAISE AWARENESS ABOUT THE IMPORTANCE OF ADOPTION.**

**IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 2<sup>nd</sup> DAY OF NOVEMBER 2010.**

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**SAMUEL T. BISCOE**  
County Judge

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**RON DAVIS**  
Commissioner, Precinct 1

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**SARAH ECKHARDT**  
Commissioner, Precinct 2

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**KAREN HUBER**  
Commissioner, Precinct 3

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

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

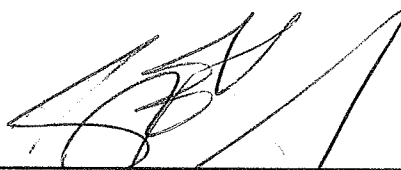
10 OCT 21 11 09 AM  
Please consider the following item for:

**DATE OF VOTING SESSION: November 2, 2010**

**A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2 PHONE# 854-9222  
(Elected/Appointed Official/Executive Mgr/County Attorney)**

**B. REQUESTED TEXT:**

**APPROVE RESOLUTION PROCLAIMING NOVEMBER 2010 AS  
"PANCREATIC CANCER AWARENESS MONTH" IN TRAVIS COUNTY.**



**COUNTY JUDGE OR COMMISSIONER**

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

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

**PURCHASING OFFICE (854-9700)**

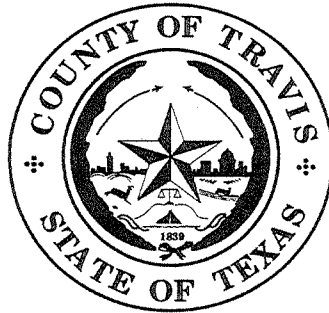
**Bid, Purchase Contract, Request for Proposals**

**COUNTY ATTORNEY'S OFFICE (854-9415)**

**Contract, Agreement, Policy & Procedure**

**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.**

# *Resolution*



## **DECLARING THE MONTH OF NOVEMBER 2010 AS "PANCREATIC CANCER AWARENESS MONTH" IN TRAVIS COUNTY**

**WHEREAS**, in 2010, an estimated 43,140 people will be diagnosed with pancreatic cancer in the United States and 36,800 will die from the disease;

**WHEREAS**, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States;

**WHEREAS**, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 75 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

**WHEREAS**, incidence of pancreatic cancer is approximately 50 percent higher in African Americans than in other ethnic groups;

**WHEREAS**, approximately 2,200 deaths will occur in Texas in 2010;

**WHEREAS**, there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years;

**WHEREAS**, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it;

**WHEREAS**, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Travis County and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

**WHEREAS**, the Pancreatic Cancer Action Network and its affiliates in Travis County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

**WHEREAS**, the good health and well-being of the residents of Travis County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

**NOW THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT**, do hereby designate the month of November 2010 as **PANCREATIC CANCER AWARENESS MONTH** in Travis County.

Signed and entered this 2nd day of November, 2010.

AGENDA REQUEST


VS # 3

Please consider the following item for voting session 11/02/10

I. A. Request made by: Commissioner Ron Davis Phone No. 854-9111

B. Requested Text:

**A RESOLUTION OF TRAVIS COUNTY, TEXAS RECOGNIZING WAYNE GRONQUIST FOR HIS EXEMPLARY CHARITBLE WORK WITH THE CHATAUQUA FOUNDATION AND TRAVIS COUNTY IN IMPERIAL VALLEY SOUTH AND DECLARING TUESDAY, NOVEMBER 2, 2010 TO BE WAYNE GRONQUIST DAY.**

Approved by:   
Signature of Commissioner Ron Davis, Commissioner, Pct. One

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:

**Melinda Mallia – 854-9383**

**Elliott Beck – 854-9415**

**C. Craig Smith – 854-9415**

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves any of the following 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 Budget and Research Office (854-9106) 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 Monday for the next week's meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 OCT 27 PM 2:42

# Travis County Commissioners Court



# Resolution

A RESOLUTION OF TRAVIS COUNTY, TEXAS RECOGNIZING WAYNE GRONQUIST FOR HIS EXEMPLARY CHARITABLE WORK WITH THE CHAUTAUQUA FOUNDATION AND TRAVIS COUNTY IN IMPERIAL VALLEY SOUTH AND DECLARING TUESDAY, NOVEMBER 2, 2010 TO BE WAYNE GRONQUIST DAY IN TRAVIS COUNTY

**WHEREAS**, Wayne Gronquist played a pivotal role in the cleanup of massive illegal dumping in Imperial Valley South, and

**WHEREAS**, Wayne Gronquist devoted substantial volunteer time to a successful project to create a home for the Texas River School on the Colorado River to educate and mentor disadvantaged youth, and

**WHEREAS**, Wayne Gronquist's work continues to benefit the youth of Travis County by providing a base camp for river outings and education on natural resource conservation,

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS:

On behalf of the citizens of Travis County, we express our sincerest gratitude and appreciation to Wayne Gronquist for his dedicated community service and declare Tuesday, November 2, 2010 to be Wayne Gronquist Day in Travis County.

Introduced, read and passed on this 2nd day of November 2010.

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**Samuel T. Biscoe**  
*County Judge*

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**Ron Davis**  
*Commissioner, Precinct One*

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**Sarah Eckhardt**  
*Commissioner, Precinct Two*

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**Karen Huber**  
*Commissioner, Precinct Three*

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**Margaret J. Gomez**  
*Commissioner, Precinct Four*

# 4

Travis County Commissioners Court Agenda Request

Voting Session 11/2/2010  
(Date)

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

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 3 Block L in Precinct Two.**

C. Approved by: *Signature*  
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:  
  
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.



4

**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

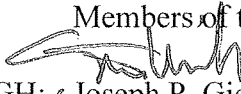
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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

**MEMORANDUM**

DATE: October 21, 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 Commons at Rowe Lane 2A.

**Summary and Staff Recommendation:**

Highland Homes, Austin, proposes to use this Cash Security Agreement, as follows:  
2609 Sixpence Ln, Lot 3 Block L, \$964.56, Permit #10-1716 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 Commons @ Rowe Lane Phase 2A



CODE: 1101

§ 82,1006. EXHIBIT 82.401 (C)

RECEIVED

(c) CASH SECURITY AGREEMENT

OCT 18 2010

TNR

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: 964.56

SUBDIVISION: Commons at Rowe Lane IIA

Address: 2609 Sixpence Lot: 3 Block: L

DATE OF POSTING: 10-13-10

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: Cynthia Hicock

Highland Homes, Ltd.

Name: Cynthia Hicock

4201 W. Parmer Ln, Bldg. B, Ste 180

Title: Assistant Secretary

Austin, TX 78727

Date: 10-13-10

Phone: 512-834-8429 ext. 108

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

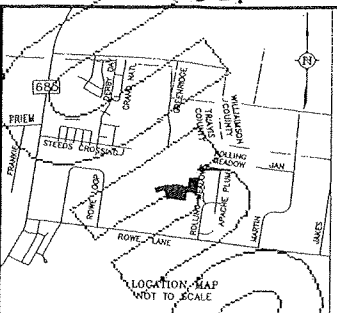
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS  
Date

\$65.00

7-24-2008

200800219

PHOTOGRAPHIC MYLAR



- LEGEND**
- 1/2" IRON ROD FOUND
  - 1/2" IRON ROD WITH CAP SET
  - ⊙ BENCHMARK
  - ⊕ CONCRETE MONUMENT SET
  - ROW RIGHT-OF-WAY
  - BL BUILDING SETBACK LINE
  - PUC PUBLIC UTILITY EASEMENT
  - (A) BLOCK LETTER
  - R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

**ACREAGE**

BLOCK H	1.310 AC.
BLOCK J	1.581 AC.
BLOCK K	2.073 AC.
BLOCK L	0.439 AC.
BLOCK M	3.479 AC.
BLOCK N	0.221 AC.
BLOCK O	2.007 AC.
RIGHT-OF-WAY	3.022 AC.
<b>TOTAL ACREAGE</b>	<b>14.137 AC.</b>

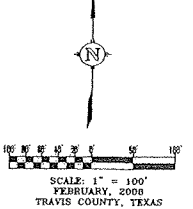
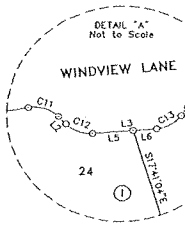
**FINAL PLAT  
THE COMMONS AT ROWE LANE  
PHASE II A**

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C3	6.06°19'	825.00	87.91	87.88	N14°27'55"W
C4	90°00'00"	15.00	23.56	21.21	S32°25'04"E
C5	90°00'00"	15.00	23.56	21.21	S32°25'04"E
C6	90°00'00"	15.00	23.56	21.21	N27°18'56"E
C7	80°00'00"	15.00	23.56	21.21	N62°41'04"W
C8	5.06°19'	775.00	82.58	82.54	N14°32'54"W
C9	23°18'00"	325.00	143.32	142.16	S84°36'56"W
C10	7°02'48"	275.00	33.82	33.80	N75°50'20"E
C11	56°52'34"	10.00	9.94	9.53	S72°10'29"E
C12	60°37'07"	10.00	8.80	8.60	S69°11'16"E
C13	50°39'18"	10.00	8.90	8.61	N59°56'31"E
C14	56°56'21"	10.00	9.94	9.53	N55°45'03"E
C15	67°43'	275.00	30.22	30.20	S85°33'52"E
C16	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C17	90°00'00"	15.00	23.56	21.21	N37°25'04"W
C18	21°47'56"	155.00	59.97	58.63	S03°19'02"E
C19	21°47'56"	205.00	78.00	77.53	N03°19'02"W
C20	90°00'00"	15.00	23.56	21.21	N36°47'00"E
C21	90°00'00"	15.00	23.56	21.21	N59°13'00"W
C22	24°47'56"	155.00	59.97	58.63	N85°40'58"E
C23	21°47'56"	205.00	78.00	77.53	S86°40'58"W
C24	52°01'12"	10.00	13.62	13.16	S46°24'28"E
C25	19°14'28"	50.00	169.33	99.25	N52°34'56"E
C26	52°01'12"	10.00	13.62	13.16	N18°25'40"W
C27	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C28	12°00'00"	50.00	24.42	24.41	N12°29'14"W
C29	12°00'00"	50.00	24.42	24.41	N12°29'14"W
C30	47°01'12"	10.00	13.62	13.16	N15°32'03"W
C31	10°58'36"	1325.00	82.26	62.17	S77°48'14"W
C32	14°17'24"	325.00	80.26	80.65	N89°33'46"W
C33	47°01'12"	50.00	24.42	24.41	N12°29'14"W
C34	12°00'00"	50.00	24.42	24.41	N12°29'14"W
C35	47°01'12"	50.00	24.42	24.41	N12°29'14"W
C36	12°00'00"	50.00	24.42	24.41	N12°29'14"W
C37	47°01'12"	50.00	24.42	24.41	N12°29'14"W
C38	12°00'00"	50.00	24.42	24.41	N12°29'14"W
C39	47°01'12"	50.00	24.42	24.41	N12°29'14"W
C40	12°00'00"	50.00	24.42	24.41	N12°29'14"W
C41	47°01'12"	50.00	24.42	24.41	N12°29'14"W
C42	12°00'00"	50.00	24.42	24.41	N12°29'14"W

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N72°18'56"E	43.12
L2	S43°42'42"E	3.34
L3	N85°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N85°20'11"E	12.51
L6	N85°20'11"E	7.27
L7	N42°41'04"W	26.43
L8	S72°18'56"W	43.12
L9	N82°25'04"W	24.46
L10	S07°34'56"W	26.73
L11	N07°34'56"E	26.73
L12	N13°29'12"W	65.01
L13	S17°29'00"E	63.96
L14	S11°34'45"E	31.81
L15	S13°29'12"E	32.40
L16	S13°29'12"E	32.61
L17	S14°13'00"W	2.65
L18	N14°13'00"W	2.31
L19	N82°25'04"W	28.78
L20	N75°47'00"E	5.15
L21	S75°47'00"W	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	16.01
L24	S07°34'56"W	46.27

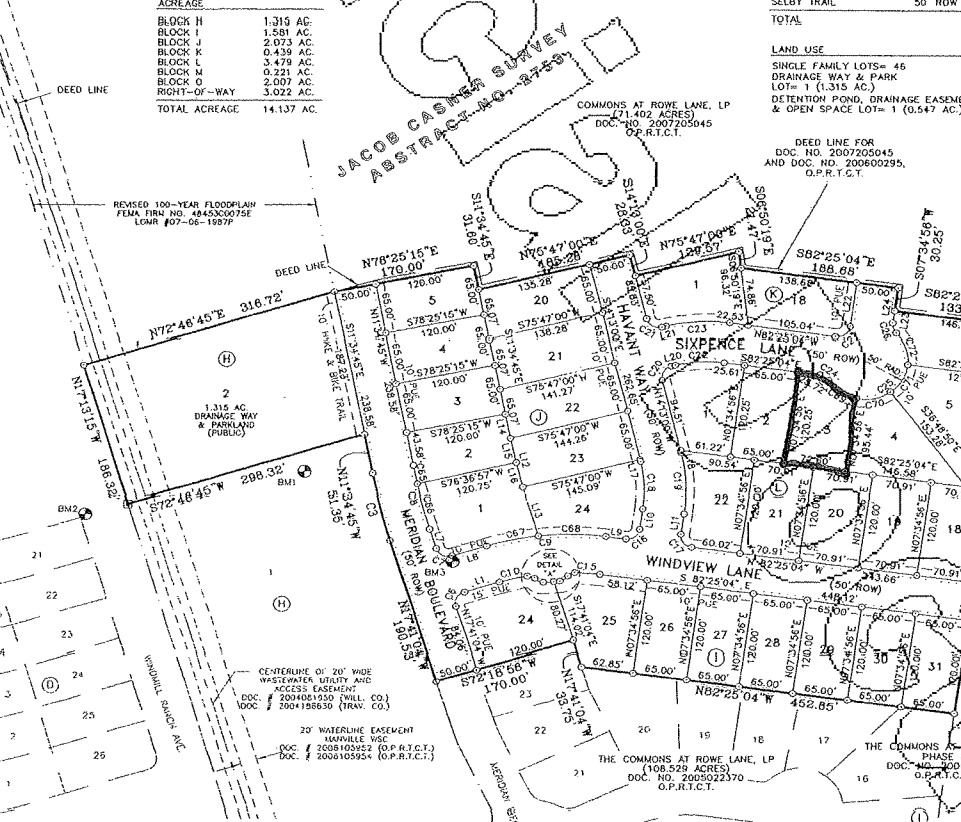


**LINEAR FEET OF NEW STREETS**

MERIDIAN BOULEVARD	50' ROW	514 L.F.
WINDVIEW LANE	50' ROW	637 L.F.
HAVANT WAY	50' ROW	373 L.F.
SIMPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	546 L.F.
SELBY TRAIL	50' ROW	133 L.F.
<b>TOTAL</b>		<b>2596 L.F.</b>

**LAND USE**

SINGLE FAMILY LOTS = 46  
 DRAINAGE WAY & PARK LOT = 1 (1.315 AC.)  
 DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOTS = 1 (0.547 AC.)



**OWNER/SUBDIVIDER:** THE COMMONS AT ROWE LANE, LP  
 2929 WEST 5TH STREET, SUITE A  
 FORT WORTH, TEXAS 76107  
 PHONE: (817)332-9600 FAX: (817)332-1400

**ACREAGE:** 14.137 AC.  
**SURVEY:** JACOB CASNER SURVEY A-2753

**NUMBER OF BLOCKS:** 48  
**NUMBER OF LOTS:** 2556 L.F.  
**DATE:** FEBRUARY, 2008

**SURVEYOR:** ZAMORA-WARRICK AND ASSOCIATES, L.L.C.  
 4412 SPICEWOOD SPRINGS RD., SUITE 200  
 AUSTIN, TEXAS 78759  
 PHONE: (512)241-1078 FAX: (512)241-1392

**ENGINEER:** GRAY + JANSING & ASSOCIATES, INC.  
 8217 SHOAL CREEK BLVD., SUITE 200  
 AUSTIN, TEXAS 78757-7892  
 PHONE: (512)452-0371 FAX: (512)454-9933

**BENCHMARK LIST**

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 15' WIDE DRIVE APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVENUE & COMMONS PARKWAY. NORTHING = 10,152,356.13 EASTING = 3,167,197.81 ELEV. = 687.67

BM#2: 606 NAIL SET IN PAVEMENT APPROX. 7' WEST OF THE NORTHEAST CORNER OF LOT 21, BLOCK O, THE COMMONS AT ROWE LANE PHASE I. NORTHING = 10,152,203.44 EASTING = 3,166,933.22 ELEV. = 686.73

BM#3: 606 SET APPROX. 380' NORTH OF INTERSECTION OF MERIDIAN BLVD & COMMONS PARKWAY. NORTHING = 10,152,641.95 EASTING = 3,169,377.37 ELEV. = 687.11

BM#4: PK NAIL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN & WINDMILL RIDGE ST. WITH COORDINATES. NORTHING = 10,152,739.86 EASTING = 3,169,153.24 ELEV. = 692.79

**CUMULATIVE DENSITY CALCULATIONS**

TOTAL NUMBER OF RESIDENTIAL UNITS: 46  
 TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC.

DATE	BY	REVISIONS
06-04-08	MW	REVISE FLOOD PLAIN & NOTES PER CJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS

**GRAY + JANSING & ASSOCIATES, INC.**  
 Consulting Engineers  
 8217 Shoal Creek Blvd., Suite 200  
 Austin, Texas 78757-7892  
 (512)452-0371 FAX(512)454-9933

**ZWA**  
**Zamora-Warrick & Associates, L.L.C.**  
 Professional Land Surveyors  
 4412 Spicewood Springs Rd., Suite 200 Austin, Texas 78759  
 Tel (512) 241-1078 • Fax (512) 241-1392

TECH: WOOD	SURV: GRZ
DATE: FEBRUARY, 2008	SCALE: 1" = 100'
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET1.DWG	
PROJECT: COMMONS @ ROWE LANE	
JOB NO: 06-015-11	

**SHEET**  
 OF  
 2

# 5

Travis County Commissioners Court Agenda Request

Voting Session 11/02/10 Work Session \_\_\_\_\_  
(Date) (Date)

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

B. Requested Text: **Notify the Commissioners Court of the satisfactory construction of the private street in the Coves at Sky Ranch and approve the release of the fiscal for the subdivision, in Precinct Three**

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 (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_ List of contacts and their phone numbers:

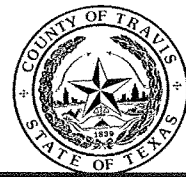
Stacey Scheffel – 854-9383 SS Christopher Gilmore – 854-9415  
Anna Bowlin - 854-9383 Johnny Anglin - 266-3314

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 OCT 26 PM 1:31

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) 854-9383  
FAX (512) 854-4649

### MEMORANDUM

DATE: October 13, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Stacey Scheffel, CFM, Floodplain Manager 

SUBJECT: Notify Court of satisfactory construction of the private street in the Coves at Sky Ranch and approve the release of the fiscal for the subdivision, in Precinct Three.

#### **Summary and TNR Staff Recommendation:**

The Coves at Sky Ranch was recorded on May 25, 2010. This subdivision has one lot fronting on Pace Bend Road, 13 lots other residential lots, one private street lot, and one private park lot. All items required for Approval of Construction have been received, including the documents showing that the Coves at Sky Ranch Home Owner's Association has the power to collect funds to maintain the private street. The Declaration of Covenants, Conditions, and Restrictions, as recorded at Doc. 2008009353 and Doc. 2010073953 in the Official Public Records of Travis County, Texas, shows that there is a body in place to take over maintenance of the private streets. Additionally, the Bylaws of the Home Owner's Association for the Coves at Sky Ranch, Inc. are recorded at Doc. 2010073936 in the Official Public Records of Travis County, Texas.

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioner's Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements as posted by a Cash Security Agreement. TNR recommends approval of this item.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary impacts. Fiscal for the private street subdivisions will be released.

#### **Issues and Opportunities:**

This allows that not only is the private street subdivision built to public street standards, but that there is a collective body in place to insure the maintenance of the streets for the residents of the subdivision. Additionally, part of the fiscal being held by Travis County is for erosion control requested by the Lower Colorado River Authority (LCRA), who has agreed to release the security held for erosion/sedimentation controls. We foresee no problems in acknowledging the completion of construction, turning the streets over to the homeowners association for maintenance, and releasing the fiscal.

Page 2

October 6, 2010

**Required Authorizations:**

None Required

**Exhibits:**

Construction Acceptance, Travis County

Construction Acceptance, LCRA

Requirements list

Cash Security Agreement

Maps

DV:SS:dv

1105 Coves at Sky Ranch

**From:** Johnny Anglin  
**To:** Darla Vasterling  
**Date:** 10/5/2010 7:27 AM  
**Subject:** The Cove's at Sky Ranch

Mourning Darla The Coves at Sky Ranch was walked by Melissa (LCRA) and I to verify that all work has been completed to L C R A and Travis County requirement's and complete including the grass.

Johnny Anglin  
Dev.Services  
Construction Inspection  
Office-266-3314  
Pager-935-0784  
Cell-848-7616  
Fax-266-3536

**From:** Dean Thomas <Dean.Thomas@LCRA.ORG>  
**To:** Darla Vasterling <Darla.Vasterling@co.travis.tx.us>, Paul Scoggins <Paul...>  
**CC:** Melissa Gabriel <Melissa.Gabriel@LCRA.ORG>, Johnny Anglin <Johnny.Anglin...>  
**Date:** 10/7/2010 3:25 PM  
**Subject:** Coves at Sky Ranch Subdivision Financial Security

Darla and Paul,  
LCRA has performed a final inspection on The Coves at Sky Ranch subdivision and determined that site stabilization is complete. We have no objection to the release of any financial security being held by Travis County for temporary erosion/sedimentation controls for this project. Please let me know if you have any questions.

Thanks,  
Dean

Dean Thomas, P.E.  
LCRA Water Resources Protection  
P.O. Box 220  
Austin, TX 78767-0220  
(512) 473-3200, Ext. 2892





**TRANSPORTATION AND NATURAL RESOURCES**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

---

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

***“COVES AT SKY RANCH”***  
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION**  
**PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS**  
**AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 6/16/10 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report § 82.604(c)(1)
- 6/16/10 3. Contractor’s invoice or receipt of payment for work completed §82.401(c)(1)(B)
- 10/13/10 4. Reproducible Plans, certified as “**Record Drawings**”, by the Owner’s Consulting Engineer § 82.604(c)(3)
- NA 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)
- 10/5/10 6. 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)(1)(C)
- 10/7/10 7. Approval of other agencies and/or cities, if in their ETJ; Municipal or other Utility Districts, LCRA
- 6/16/10 \*8. The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State
- 10/5/10 \*9. A recorded copy of the Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Official Public Records of Travis County

\* These two items are in lieu of warranty bond , sidewalk fiscal posting and ADA statement.

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: *Coves at Sky Ranch Development, LLC*

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *\$ 33,870.00*

SUBDIVISION: *Coves at Sky Ranch*

DATE OF POSTING: *June 4, 2009*

EXPIRATION DATE: Three Years, or more, from Date of Posting

2009 JUN -8 PM 2:00  
 TRAVIS COUNTY CLERK'S OFFICE

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER 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 Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). 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 prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

Cash Security Agreement

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on *7/8/09*

Dana DeBeauvoir, County Clerk

By Deputy: *Robert Deenink*

*Robert Deenink*





Cash Security Agreement  
Page 3

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: 7-7-09  
Date

Samuel T. Besise  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

7-7-09  
Date

I, Dana DeBeauvoir, County Clerk, Travis County,  
Texas, do hereby certify that this is a true and  
correct copy as same appears of record in my office  
Witness my hand and seal of office on 7/8/09

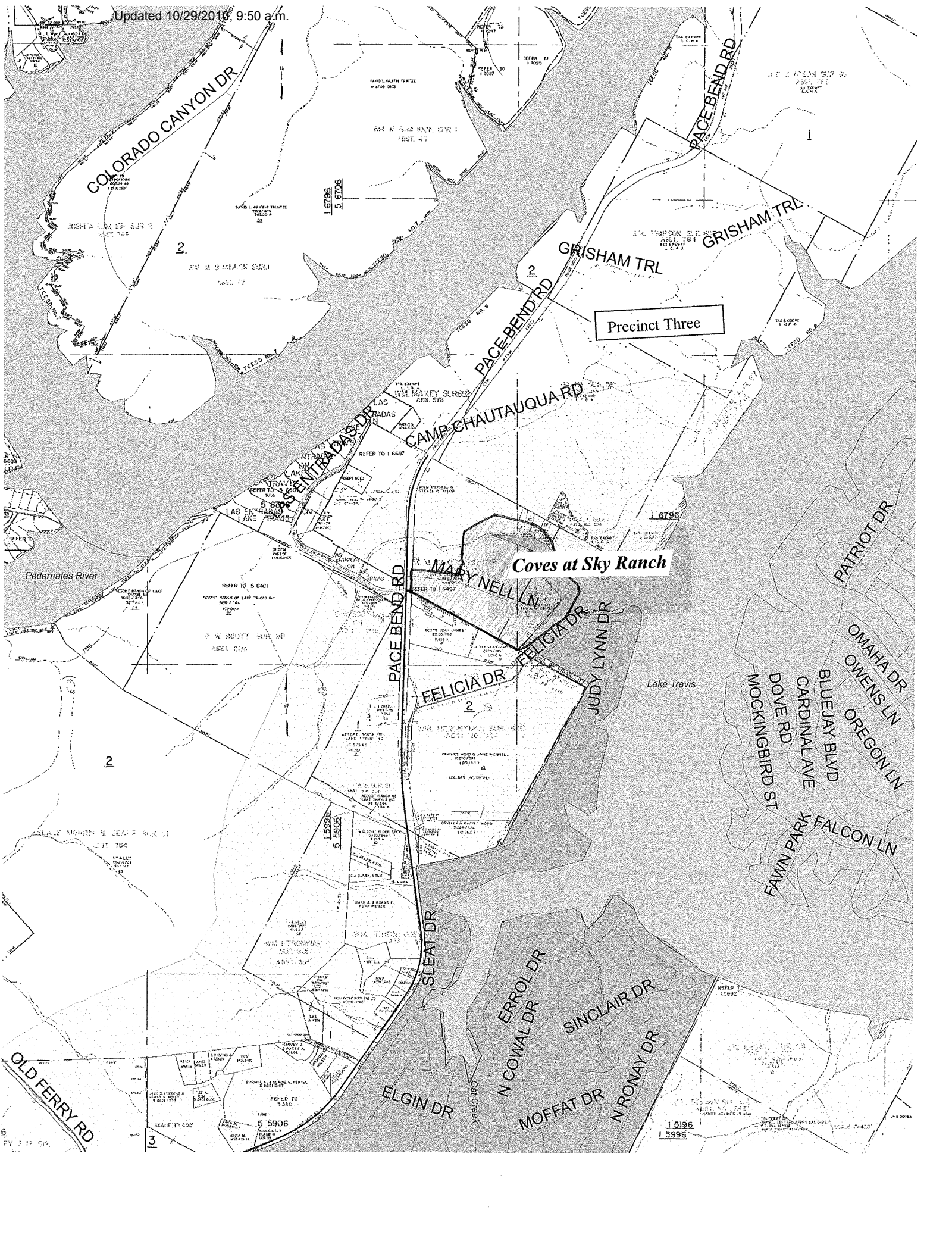


Dana DeBeauvoir, County Clerk

By Deputy

Robert Resnick  
Robert Resnick





Precinct Three

Coves at Sky Ranch

**Travis County Commissioners Court Agenda Request**

Voting Session October 26, 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 \$474,168.77, for the period of October 15, 2010 to October 21, 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)

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** November 2, 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:** October 15, 2010 to October 21, 2010

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$474,168.77

**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 \$474,168.77.

Please see the attached reports for supporting detail information.



**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
OCTOBER 15, 2010 TO OCTOBER 21, 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: November 2, 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: October 15, 2010  
 TO: October 21, 2010

**REIMBURSEMENT REQUESTED: \$ 474,168.77**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,544,817.48
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT:	\$ (1,067,933.98)
October 26, 2010	\$ 135.10
October 5, 2010 adj	\$ 0.17
Adjust to balance per UHC	\$ 474,168.77
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 474,168.77
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 474,168.77

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.

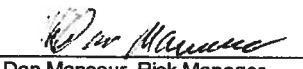
Fifteen percent (15%) of all claims under \$25,000 (\$71,932.58) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 (\$12,327.98).

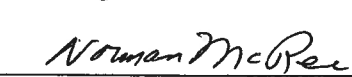
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 10/25/10  
 Diane Blankenship, Director, HRMD Date

 10-25-10  
 Dan Mansour, Risk Manager Date

 10/25/10  
 Cindy Purinton, Benefit Contract Administrator Date

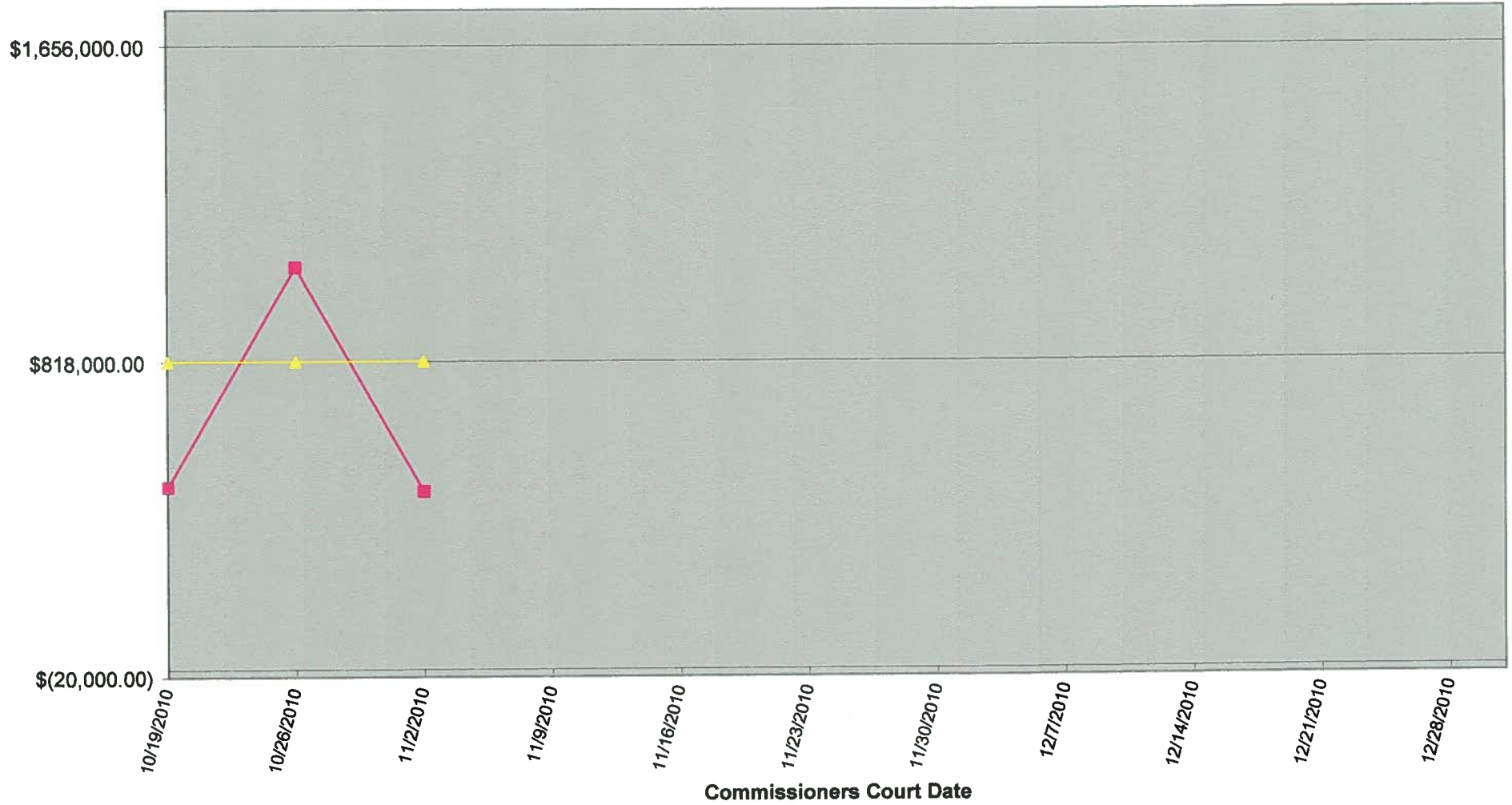
 10/25/10  
 Norman McRee, Financial Analyst Date

\*\* 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 FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85

2





**From:** <SIFS FAX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 10/22/2010 4:51 AM  
**Subject:** UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-10-22 REQUEST AMOUNT: \$1,544,817.48

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-10-21	\$419,577.25
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<u>\$1,519,140.75</u>
+ CURRENT DAY NET CHARGE:	\$25,676.73
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<u>\$1,544,817.48</u>

ACTIVITY FOR WORK DAY: 2010-10-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$80,607.97	\$00.00	\$80,607.97
<b>TOTAL:</b>	<b>\$80,607.97</b>	<b>\$00.00</b>	<b>\$80,607.97</b>

ACTIVITY FOR WORK DAY: 2010-10-18

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$188,423.27	\$00.00	\$188,423.27

4

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010\_10\_21

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	0.5	RL	1790550	AA		1	10/19/2010	100	10/21/2010
701254	632	0.33	RK	90682150	AH		6	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906500	AH		7	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906480	AH		9	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906470	AH		1	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906470	AH		5	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906460	AH		1	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906430	AH		6	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906370	AA		6	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906380	AA		5	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906400	AE		6	10/18/2010	100	10/20/2010
701254	632	0.01	RK	91906410	AE		7	10/18/2010	100	10/20/2010
701254	632	-24.76	RI	1863970	AE		7	10/16/2010	50	10/22/2010
701254	632	-93.17	RI	45442710	AA		7	10/12/2010	50	10/18/2010
701254	632	-177.09		26 204781	AE		0	10/14/2010	50	10/19/2010
701254	632	-754	UZ	87468870	AH		5	10/15/2010	50	10/21/2010
701254	632	-1489.89		26 206661	AA		1	10/18/2010	50	10/21/2010
701254	632	-2966.16		26 206720	AH		9	10/18/2010	50	10/21/2010
701254	632	-6822.91		26 207307	AE		8	10/18/2010	50	10/21/2010

G

474,168.77

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

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 10/21/2010

<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



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

 For the payment week ending: 10/21/2010
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>62,575.77</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>10,738.06</b>
Total CEPO		\$73,313.83
<b><i>EPO</i></b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>107,490.72</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>20,452.11</b>
Total EPO		\$127,942.83
<b><i>PPO</i></b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>245,408.51</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>27,503.60</b>
Total PPO		\$272,912.11
Grand Total		\$474,168.77



# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Voting Session 11/2/10  
(Date)

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

**I. Request made by:**

*RT by [Signature]*

**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 District Clerk's Office for a variance to Travis County Code Chapter 10.03002, General Overview for Determining Pay Policy

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

**II. Additional Information**

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

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

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

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

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

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

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



# HRMD

*Human Resources Management Department*

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

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**November 2, 2010**

**ITEM # :**

**DATE:** October 22, 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

*RJ by DJB*

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

**FROM:** Diane Blankenship, Director, HRMD

*[Signature]*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 12.**

**B. Non-Routine Personnel Action – Pages 13 - 15.**

**District Clerk** requests approval for salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Slot 47, Accounting Clerk, PG 11. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Constable 4</b>	5	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
<b>Constable 4</b>	6	Deputy Constable	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
<b>Constable 4</b>	12	Deputy Constable	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
<b>County Atty</b>	122	Law Clerk I (Part-time)	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
<b>County Atty</b>	160	Social Svcs Prgm Spec*	16 / Minimum / \$37,024.00 (Slot removed from green-circled table.)	16 / Minimum / \$37,024.00 (Slot removed from green-circled table.)
<b>County Clerk</b>	139	Customer Support Analyst I*	20 / \$49,995.50	20 / \$49,995.50
<b>ITS</b>	111	Systems Engineer I	23 / \$60,653.00	23 / \$60,653.00
<b>Juvenile Probation</b>	108	Juvenile Res Trt Ofcr I**	12 / Level 3 / \$30,804.80	12 / Level 3 / \$30,804.80
<b>Juvenile Probation</b>	497	Juvenile Res Trt Ofcr I	12 / Level 3 / \$30,804.80	12 / Level 3 / \$30,804.80
<b>Probate Court</b>	10	Attorney II (Part-time)	22 / \$40,986.51	22 / \$40,986.51
<b>Sheriff</b>	301	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	358	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	380	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	381	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	399	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	426	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	460	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	557	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	799	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	1101	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	1140	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>*Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
Sheriff	1175	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1480	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1488	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1829	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1830	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1831	Corrections Officer	81 / Step 5 / \$43,826.02	81 / Step 5 / \$43,826.02
Sheriff	1832	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1833	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1834	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1835	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1836	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1837	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1838	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1839	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Tax Collector	107	Tax Specialist I* **	12 / Level 1 / \$29,099.20	12 / Level 1 / \$29,099.20
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
Civil Courts	20003	ACC Intern	98 / \$15.00	98 / \$15.00	02
County Atty	50020	Social Svcs Prgm Spec Assoc	13 / \$15.41	13 / \$15.41	05
County Clerk	20161	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20250	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20253	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20286	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).</b>					

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	20297	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20340	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20412	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20450	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20458	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20460	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20463	Elec Clk – Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23028	Elec Clk – Ery Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23151	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23265	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23266	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
District Atty	50005	Office Asst	8 / \$10.36	8 / \$10.36	05
HHS	20074	Administrative Assoc	14 / \$18.00	14 / \$18.00	02
HHS	50075	Interpreter Sign Lang IV	22 / \$34.00	22 / \$34.00	05
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05; includes Retirement Benefits)					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
County Clerk	Slot 20055 / Elec Clk – Operations Clk II / Grd 10 / \$12.00	County Clerk	Slot 20440 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Juvenile Probation</b>	613	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$29,974.00	\$31,472.70	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Civil Courts</b>	Slot 84 / Judicial Aide / Grd 15 / Part-time \$29,134.91	<b>Civil Courts</b>	Slot 84 / Judicial Aide / Grd 15 / Full-time \$38,846.55	Status change from part-time to full-time (30 hrs to 40 hrs).
<b>Constable 1</b>	Slot 4 / Office Manager Sr / Grd 21 / \$55,375.63	<b>Constable 1</b>	Slot 4 / Office Manager Sr / Grd 21 / \$55,433.35	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 2</b>	Slot 3 / Court Clerk II* / Grd 15 / \$42,527.64	<b>Constable 2</b>	Slot 3 / Court Clerk II* / Grd 15 / \$46,718.64	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Constable 2</b>	Slot 7 / Office Manager Sr / Grd 21 / \$58,160.96	<b>Constable 2</b>	Slot 7 / Office Manager Sr / Grd 21 / \$61,160.96	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 2</b>	Slot 12 / Court Clerk I / Grd 13 / \$39,266.86	<b>Constable 2</b>	Slot 12 / Court Clerk I / Grd 13 / \$40,746.99	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Constable 2</b>	Slot 27 / Court Clerk I / Grd 13 / \$35,875.00	<b>Constable 2</b>	Slot 27 / Court Clerk I / Grd 13 / \$36,875.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 2</b>	Slot 33 / Court Clerk I / Grd 13 / \$35,899.40	<b>Constable 2</b>	Slot 33 / Court Clerk I / Grd 13 / \$36,399.40	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 2</b>	Slot 42 / Court Clerk I / Grd 13 / \$34,936.23	<b>Constable 2</b>	Slot 42 / Court Clerk I / Grd 13 / \$35,436.23	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 2</b>	Slot 43 / Court Clerk I / Grd 13 / \$35,362.50	<b>Constable 2</b>	Slot 43 / Court Clerk I / Grd 13 / \$38,862.50	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 3</b>	Slot 6 / Court Clerk II* / Grd 15 / \$43,260.63	<b>Constable 3</b>	Slot 6 / Court Clerk II Sr / Grd 16 / \$46,280.00	Promotion. Pay is at midpoint of pay grade.
<b>County Atty</b>	Slot 56 / Office Specialist Sr / Grd 12 / \$40,980.45	<b>County Atty</b>	Slot 225 / Records Analyst Assoc / Grd 15 / \$43,029.47	Promotion. Pay is between min and midpoint of pay grade.
<b>County Atty</b>	Slot 205 / Paralegal / Grd 17 / \$43,933.64	<b>County Atty</b>	Slot 224 / Records Analyst Supv / Grd 20 / \$48,530.77	Promotion. Pay is at minimum of pay grade.
<b>County Clerk</b>	Slot 137 / Court Clerk Asst / Grd 11 / \$29,620.40	<b>County Clerk</b>	Slot 132 / Court Clerk I / Grd 13 / \$33,883.20	Promotion. Pay is between min and midpoint of pay grade.
<b>CSCD</b>	Slot 286 / Probation Officer Lead / Grd 17 / \$55,536.04	<b>Criminal Courts</b>	Slot 167 / Planner / Mgmt / Res Spec Sr / Grd 18 / \$58,275.36	Promotion. Pay is between midpoint and max of pay grade.
<b>District Atty</b>	Slot 239 / Attorney VI / Grd 28 / Part-time \$46,263.84	<b>District Atty</b>	Slot 230 / Attorney VI / Grd 28 / Part-time \$46,263.84	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Clerk</b>	Slot 3 / Accountant Sr / Grd 18 / \$46,310.89	<b>District Clerk</b>	Slot 3 / Accountant Sr / Grd 18 / \$47,598.59	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>District Clerk</b>	Slot 35 / Accountant Assoc / Grd 13 / \$34,264.51	<b>District Clerk</b>	Slot 35 / Accountant Assoc / Grd 13 / \$35,710.47	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>District Clerk</b>	Slot 60 / Accounting Clerk / Grd 11 / \$29,866.43	<b>District Clerk</b>	Slot 60 / Accounting Clerk / Grd 11 / \$30,970.67	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>District Clerk</b>	Slot 82 / Accountant Assoc / Grd 13 / \$37,739.60	<b>District Clerk</b>	Slot 82 / Accountant Assoc / Grd 13 / \$39,135.97	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>District Clerk</b>	Slot 86 / Financial Analyst / Grd 17 / \$46,519.40	<b>District Clerk</b>	Slot 86 / Financial Analyst / Grd 17 / \$47,845.20	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>District Clerk</b>	Slot 115 / Financial Analyst Sr / Grd 19 / \$52,867.95	<b>District Clerk</b>	Slot 115 / Financial Analyst Sr / Grd 19 / \$54,824.06	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>District Clerk</b>	Slot 116 / Financial Analyst / Grd 17 / \$44,848.29	<b>District Clerk</b>	Slot 116 / Financial Analyst / Grd 17 / \$47,090.70	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>JP Pct 1</b>	Slot 5 / Court Clerk I* / Grd 13 / \$40,106.98	<b>JP Pct 1</b>	Slot 5 / Court Clerk II / Grd 15 / \$43,260.67	Promotion. Pay is at midpoint of pay grade.
<b>JP Pct 1</b>	Slot 60001 / Court Clerk I / Grd 13 / \$31,161.29	<b>JP Pct 1</b>	Slot 17 / Court Clerk I / Grd 13 / \$31,161.29	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>JP Pct 3</b>	Slot 24 / Office Specialist / Grd 10 / \$25,729.54	<b>JP Pct 3</b>	Slot 14 / Court Clerk I / Grd 13 / \$30,238.83	Promotion. Pay is at minimum of pay grade.
<b>JP Pct 5</b>	Slot 60003 / Court Clerk I / Grd 13 / \$30,251.26	<b>JP Pct 5</b>	Slot 17 / Court Clerk I / Grd 13 / \$30,251.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>JP Pct 5</b>	Slot 60004 / Court Clerk I / Grd 13 / \$30,251.26	<b>JP Pct 5</b>	Slot 18 / Court Clerk I / Grd 13 / \$30,251.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 343 / Juvenile Probation Ofcr III / Grd 16 / \$37,024.10	<b>Juvenile Probation</b>	Slot 573 / Juvenile Probation Ofcr III / Grd 16 / \$37,024.10	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 424 / Juvenile Res Trt Ofcr III / Grd 14 / \$37,860.12	<b>Juvenile Probation</b>	Slot 60 / Juvenile Probation Ofcr II / Grd 15 / \$39,753.13	Promotion. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				



<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Dept. (To)</b>	<b>Slot - Position Title - Grade - Salary</b>	<b>Comments</b>
<b>Juvenile Probation</b>	Slot 567 / Cook / Grd 8 / \$25,450.00	<b>Juvenile Probation</b>	Slot 469 / Food Svcs Supv / Grd 12 / \$29,267.50	Promotion. Pay is between min and midpoint of pay grade.
<b>Probate Court</b>	Slot 10 / Attorney II / Grd 22 / Part-time \$40,986.51	<b>Probate Court</b>	Slot 9 / Assoc Judge/Magistrate/Ref / Grd 97 / Full-time \$108,150.00	Promotion.
<b>Sheriff</b>	Slot 426 / Cert Peace Officer Sr / Grd 84 / \$63,481.39	<b>Sheriff</b>	Slot 1295 / Cert Peace Officer Sr / Grd 84 / \$63,481.39	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 743 / Office Specialist Sr / Grd 12 / \$32,438.49	<b>Sheriff</b>	Slot 743 / Office Specialist Sr / Grd 12 / \$34,020.86	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 754 / Office Specialist Sr / Grd 12 / \$33,244.35	<b>Sheriff</b>	Slot 754 / Office Specialist Sr / Grd 12 / \$34,866.03	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 781 / Office Specialist Sr / Grd 12 / \$32,750.00	<b>Sheriff</b>	Slot 781 / Office Specialist Sr / Grd 12 / \$34,347.56	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 1221 / Office Specialist Sr / Grd 12 / \$35,027.36	<b>Sheriff</b>	Slot 1221 / Office Specialist Sr / Grd 12 / \$36,736.01	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 1580 / Office Specialist Sr / Grd 12 / \$34,622.40	<b>Sheriff</b>	Slot 1580 / Office Specialist Sr / Grd 12 / \$36,311.30	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 1676 / Telecomm 9-1-1 Spec Supv / Grd 16 / \$49,411.19	<b>Sheriff</b>	Slot 1251 / Victim Counselor / Grd 15 / \$36,691.20	Voluntary reassignment. Pay is between min and midpoint of pay grade.
<b>Tax Collector</b>	Slot 12 / Tax Supervisor / Grd 18 / \$45,859.07	<b>Tax Collector</b>	Slot 145 / Tax Supervisor Succession / Grd 18 / \$45,859.07	Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 11/30/10.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 17 / Tax Compliance Ofcr* / Grd 13 / \$31,161.29	<b>Tax Collector</b>	Slot 17 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 19 / Tax Compliance Ofcr* / Grd 13 / \$31,161.29	<b>Tax Collector</b>	Slot 19 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 20 / Tax Compliance Ofcr* / Grd 13 / \$33,005.28	<b>Tax Collector</b>	Slot 20 / Tax Specialist II / Grd 14 / \$33,005.28	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 21 / Tax Compliance Ofcr* / Grd 13 / \$33,628.08	<b>Tax Collector</b>	Slot 21 / Tax Specialist III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 22 / Tax Compliance Ofcr* / Grd 13 / \$39,614.95	<b>Tax Collector</b>	Slot 22 / Tax Specialist III / Grd 15 / \$39,614.95	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 23 / Tax Compliance Ofcr* / Grd 13 / \$40,361.12	<b>Tax Collector</b>	Slot 23 / Tax Specialist III / Grd 15 / \$40,361.12	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 24 / Tax Analyst* / Grd 12 / \$29,974.00	<b>Tax Collector</b>	Slot 24 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 25 / Tax Specialist II* / Grd 14 / \$37,284.36	<b>Tax Collector</b>	Slot 25 / Tax Specialist III / Grd 15 / \$37,284.36	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 27 / Tax Specialist II* / Grd 14 / \$35,343.89	<b>Tax Collector</b>	Slot 27 / Tax Specialist III / Grd 15 / \$35,343.89	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 30 / Tax Specialist I / Grd 12 / \$31,728.43	<b>Tax Collector</b>	Slot 34 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 35 / Tax Analyst* / Grd 12 / \$37,985.44	<b>Tax Collector</b>	Slot 35 / Tax Specialist II / Grd 14 / \$37,985.44	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 40 / Tax Analyst* / Grd 12 / \$30,042.00	<b>Tax Collector</b>	Slot 40 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 43 / Tax Specialist II* / Grd 14 / \$36,580.92	<b>Tax Collector</b>	Slot 43 / Tax Specialist III / Grd 15 / \$36,580.92	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 45 / Tax Analyst* / Grd 12 / \$32,743.61	<b>Tax Collector</b>	Slot 45 / Tax Specialist III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 74 / Office Specialist Sr* / Grd 12 / \$28,323.10	<b>Tax Collector</b>	Slot 74 / Tax Specialist I / Grd 12 / \$28,323.10	Classification change approved by CC on 10/19/10. Retains current pay.
<b>Tax Collector</b>	Slot 77 / Tax Specialist II* / Grd 14 / \$36,580.92	<b>Tax Collector</b>	Slot 104 / Tax Specialist II / Grd 14 / \$36,580.92	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 78 / Tax Analyst* / Grd 12 / \$32,806.52	<b>Tax Collector</b>	Slot 78 / Tax Specialist II / Grd 14 / \$32,806.52	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 79 / Administrative Asst I* / Grd 11 / \$34,738.51	<b>Tax Collector</b>	Slot 79 / Tax Specialist II / Grd 14 / \$34,738.51	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 80 / Administrative Asst I* / Grd 11 / \$27,423.07	<b>Tax Collector</b>	Slot 80 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 86 / Administrative Asst I* / Grd 11 / \$35,037.80	<b>Tax Collector</b>	Slot 86 / Tax Specialist II / Grd 14 / \$35,037.80	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 89 / Administrative Asst I* / Grd 11 / \$27,423.07	<b>Tax Collector</b>	Slot 89 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 104 / Tax Specialist II / Grd 14 / \$35,683.74	<b>Tax Collector</b>	Slot 77 / Tax Specialist II* / Grd 14 / \$35,683.74	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 107 / Tax Specialist II / Grd 14 / \$32,345.42	<b>Tax Collector</b>	Slot 30 / Tax Specialist III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 110 / Tax Analyst* / Grd 12 / \$30,686.70	<b>Tax Collector</b>	Slot 110 / Tax Specialist III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 111 / Tax Compliance Ofcr* / Grd 13 / \$34,389.11	<b>Tax Collector</b>	Slot 111 / Tax Specialist III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 112 / Tax Compliance Ofcr* / Grd 13 / \$34,262.90	<b>Tax Collector</b>	Slot 112 / Tax Specialist III / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 119 / Tax Supervisor / Grd 18 / \$63,238.77	<b>Tax Collector</b>	Slot 12 / Tax Supervisor / Grd 18 / \$63,238.77	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 120 / Tax Compliance Ofcr Lead* / Grd 14 / \$40,799.85	<b>Tax Collector</b>	Slot 120 / Tax Specialist III / Grd 15 / \$40,799.85	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 121 / Tax Compliance Ofcr Lead* / Grd 14 / \$32,345.42	<b>Tax Collector</b>	Slot 121 / Tax Specialist II / Grd 14 / \$32,345.46	Classification change approved by CC on 10/19/10. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 122 / Office Specialist Sr* / Grd 12 / \$29,142.00	<b>Tax Collector</b>	Slot 122 / Tax Specialist I / Grd 12 / \$29,142.00	Classification change approved by CC on 10/19/10. Retains current pay.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 123 / Tax Compliance Ofcr* / Grd 13 / \$34,142.06	<b>Tax Collector</b>	Slot 123 / Tax Specialist II / Grd 14 / \$34,142.06	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 124 / Tax Compliance Ofcr* / Grd 13 / \$33,540.38	<b>Tax Collector</b>	Slot 124 / Tax Specialist II / Grd 14 / \$33,540.38	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 134 / Tax Compliance Ofcr* / Grd 13 / \$36,612.57	<b>Tax Collector</b>	Slot 134 / Tax Specialist III / Grd 15 / \$36,612.57	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 135 / Tax Compliance Ofcr* / Grd 13 / \$30,251.26	<b>Tax Collector</b>	Slot 135 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 136 / Office Specialist Sr* / Grd 12 / \$28,323.10	<b>Tax Collector</b>	Slot 136 / Tax Specialist I / Grd 12 / \$28,323.10	Classification change approved by CC on 10/19/10. Retains current pay.
<b>Tax Collector</b>	Slot 138 / Tax Compliance Ofcr Lead* / Grd 14 / \$35,311.03	<b>Tax Collector</b>	Slot 138 / Tax Specialist II / Grd 14 / \$35,311.03	Classification change approved by CC on 10/19/10. Retains current pay.
<b>Tax Collector</b>	Slot 140 / Tax Compliance Ofcr* / Grd 13 / \$32,721.68	<b>Tax Collector</b>	Slot 140 / Tax Specialist II / Grd 14 / \$32,721.68	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
<b>Tax Collector</b>	Slot 141 / Tax Compliance Ofcr* / Grd 13 / \$31,161.29	<b>Tax Collector</b>	Slot 141 / Tax Specialist II / Grd 14 / \$32,345.49	Promotion. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

**SECTION B. NON-ROUTINE PERSONNEL ACTION**

<b>NON-ROUTINE – Salary Adjustment</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>District Clerk</b>	Slot 47 / Accounting Clerk / Grd 11 / \$35,774.64	<b>District Clerk</b>	Slot 47 / Accounting Clerk / Grd 11 / \$37,208.61	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.**

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**



# HRMD Human Resources Management Department

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

## MEMORANDUM

DATE: October 22, 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

*RJ by [Signature]*

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

FROM: Diane Blankenship, Director of Human Resources

*[Signature]*

SUBJECT: District Clerk Non-Routine Salary Adjustment, Slot 47

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

### District Clerk's Request:

The District Clerk's Office requests approval to increase the current salary of one Accounting Clerk in the amount of \$1,433.97. The employee is currently more than 10 percent above midpoint. The proposed increase is approximately four percent. The salary adjustment would apply to the following slot:

<u>Slot #</u>	<u>From</u>	<u>To</u>
47	\$35,774.64	\$37,208.61

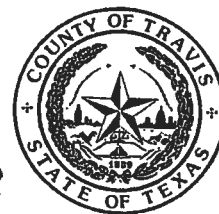
### Policy

*Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.*

### Recommendation

HRMD recommends approval of the proposed salary adjustment. District Clerk's request facilitates retention of a key employee and is consistent with the intent of the policy. Planning and Budget Office (PBO) has confirmed funding.

**Amalia Rodriguez-Mendoza**  
**Travis County District Clerk**  
**Travis County Courthouse Complex**  
**P.O. Box 1748**  
**Austin, Texas 78767**



10 OCT 20 PM 1:32  
PERSONNEL

**MEMO**

TO: Cynthia Lam-Roldan  
FROM: Robert Chappell  
District Clerk's Office  
DATE: October 19, 2010  
IN RE: Permanent Salary Adjustments

Request Commissioner's Court approval for slot #47 (Accounting Clerk) increasing permanent salary from \$35,774.64 to \$37,208.61 for retention purposes beginning FY11, effective 11/01/10.

This was submitted to PBO and confirmed on 10/19/10. Your help in expediting this approval is greatly appreciated.

If you have any questions, please contact me at ext. 46933.

Robert Chappell  
Financial Manager  
Travis County District Clerk

15



# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

**Voting Session:** NOVEMBER 2, 2010

I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416

(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING STAR FLIGHT FEE STRUCTURE FOR THE PURPOSES OF STAR FLIGHT BILLING.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



Travis County  
**STAR Flight**



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

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

**To:** Travis County Commissioners Court  
**Through:** Danny Hobby, Executive Manager, Emergency Services  
**From:** Casey Ping, Program Director, *STAR Flight*  
**Date:** October 26, 2010  
**Subject:** *STAR Flight* Fee Structure

On September 28, 2010 the Commissioners Court approved a contract with Advanced Data Processing (dba Intermedix) for the purposes of *STAR Flight* billing. As *STAR Flight* completes the transition from City of Austin EMS billing to Intermedix there are several billing related issues that need Commissioners Court authorization. It should be noted that the fees below are not new or increased fees. These fees has resided in the City of Austin billing structure and need to be authorized to reside with Intermedix. There is one procedural change to bundle certain service or equipment charges in order to increase reimbursements.

#1- *STAR Flight* Lift Off Fee:

Non-Travis County resident- \$7,500.00

Travis County resident- \$3,400.00

Proof of Travis County residency would be required to receive the Travis County rate and would include driver's license, tax receipt, proof of living at a Travis County address or voter registration card.

#2- *STAR Flight* Mileage Fee:

\$85.00 per loaded mile

#3- *STAR Flight* Ground Ambulance Base Fee:

\$990.00

This is when the *STAR Flight* ambulance is used on rare occasions. This charge is equal to the current Travis County ground ALS rate.

#4- **STAR Flight** Ground Ambulance Mileage Fee:

\$12.50 per load mile

This charge is equal to the current Travis County ground ALS mileage rate

#5- **STAR Flight** Substantial Treatment at Scene (no transport) Fee:

\$1,500.00

Would be used for ALS treatment at scene with no transport, example would include cardiac arrest resuscitation with on scene pronouncement of patient.

#6- Authorize Intermedix to bundle charges:

Bundling would add service or equipment charges (blood administration) to the lift off fee in order to increase reimbursement.

#7- Authorize Fee Structure for disposable medical supplies:

See attached list. **STAR Flight** anticipates including an update disposable medical supply list with their annual budget submission.

Please let me know if you have any questions or need additional information.

## 2010-11 Fee Schedule

	Approved 2009-10	Proposed 2010-11	Change
<b><i>Emergency Medical Services Department</i></b>			
<b>Advanced Life Support (1)</b>			
Base fee*	\$885.00	\$885.00	
Discounted Base fee*	\$515.00	\$515.00	
Mileage	\$12.50 /mile	\$12.50 /mile	
	plus drugs & supplies at Medicare approved rate	plus drugs & supplies at Medicare approved rate	
<b>Advanced Life Support (2)</b>			
Base fee*	\$990.00	\$950.00	(\$40.00)
Discounted Base fee*	\$615.00	\$615.00	
Mileage	\$12.50 /mile	\$12.50 /mile	
	plus drugs & supplies at Medicare approved rate	plus drugs & supplies at Medicare approved rate	
<b>Advanced Life Support Aid at Scene - Walk Up Fee</b>			
	\$75.00	\$75.00	
<b>Basic Life Support</b>			
Base fee*	\$815.00	\$815.00	
Discounted Base fee*	\$415.00	\$415.00	
Base fee for Dead On Scene (DOS) Patients*	\$0.00	\$415.00	New
Mileage	\$12.50 /mile	\$12.50 /mile	
	plus drugs & supplies at Medicare approved rate	plus drugs & supplies at Medicare approved rate	
Base fee-minor transported with no treatment required	\$50.00	\$50.00	
Base fee-two patients are transported in same ambulance BLS*	\$275.00	\$407.50	\$132.50
Base fee-two patients are transported in same ambulance ALS*	\$275.00	\$442.50	\$167.50
Critical Care Ground Transport*	\$700.00	\$700.00	
	\$7.50 per mile plus drugs & supplies at Medicare approved rate	\$12.50 per mile plus drugs & supplies at Medicare approved rate	\$5.00
<b>*Add the Non-Resident fee for residents outside of Travis County</b>			
	\$100.00	\$100.00	
<b>Emergency Service - S.T.A.R. Flight Transport</b>			
Travis County Resident	\$2,700.00 plus \$85.00 /loaded mile plus drugs & supplies at Medicare approved rate (see Itemized Medications below).	\$3,400.00 plus \$85.00 /loaded mile plus drugs & supplies at Medicare approved rate (see Itemized Medications below).	\$700.00

## 2010-11 Fee Schedule

	<u>Approved 2009-10</u>	<u>Proposed 2010-11</u>	<u>Change</u>
<b>Emergency Medical Services Department</b>			
<b>Emergency Service - S.T.A.R. Flight Transport (continued)</b>			
Non Travis County Resident	\$7,000.00 plus \$85.00 /loaded mile plus drugs & supplies at Medicare approved rate (see Itemized Medications below).	\$7,500.00 plus \$85.00 /loaded mile plus drugs & supplies at Medicare approved rate (see Itemized Medications below).	\$500.00
Note: Travis County sets S.T.A.R. Flight rates and receives all revenue generated by the service.			
Oxygen Therapy	\$17.50 /patient	\$17.50 /patient	
Basic Aid at the Scene	\$104.00 /patient	\$104.00 /patient	
Walk up patients	\$25.00 /patient	\$25.00 /patient	
Substantial Aid at the Scene/ Star Flight Aid at the Scene	\$248.00 /patient	\$248.00 /patient	
Extended Rescue	\$475.00 /patient	\$475.00 /patient	
Fire Extrication Fee	\$400.00 /rescue	\$400.00 /rescue	
<b>Non-Emergency Ambulance Franchise Fees</b>			
Non-Emergency BLS Transport within City of Austin*	\$815.00	\$815.00	
Non-Emergency ALS Transport within City of Austin*	\$885.00	\$885.00	
Mileage*	\$12.50 /mile	\$12.50 /mile	
* Maximum Fee allowed			
Franchise Application Fee	\$5,000.00	\$5,000.00	
Annual Franchise Administration Fee	\$5,000.00	\$5,000.00	
<b>Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) Training</b>			
Single Rescuer			
Adult CPR & Heimlich (Heartsaver) & AED			
Non-System Student	\$35.00 /student	\$35.00 /student	
System Student	\$11.00 /student plus instructor costs	\$11.00 /student plus instructor costs	
Adult, child, and infant CPR & Heimlich			
(Heartsaver-Pediatric Non-System Student)	\$40.00 /student	\$40.00 /student	
(Heartsaver-Pediatric System Student)	\$13.00 /student plus instructor costs	\$13.00 /student plus instructor costs	
Infant & child (Pediatric CPR)			
Non-System Student	\$40.00 /student	\$40.00 /student	
System Student	\$13.00 /student plus instructor costs	\$13.00 /student plus instructor costs	

## 2010-11 Fee Schedule

	<u>Approved 2009-10</u>	<u>Proposed 2010-11</u>	<u>Change</u>
<b><i>Emergency Medical Services Department</i></b>			
<b>Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) Training (continued)</b>			
Double Rescuer			
Adult, child, and infant CPR & Heimlich (Healthcare Provider)			
Non-System Student	\$50.00 /student	\$50.00 /student	
System Student	\$16.00 /student plus instructor costs	\$16.00 /student plus instructor costs	
Re-certification			
Non-System Student	\$30.00 /student	\$30.00 /student	
System Student	\$5.00 /student plus instructor costs	\$5.00 /student plus instructor costs	
Instructor Certification			
Non-System Student	\$220.00 includes materials	\$220.00 /student	
System Student	\$74.00 /student plus instructor costs	\$74.00 /student plus instructor costs	
Instructor Re-certification			
Non-System Student	\$100.00	\$100.00 /student	
System Student	\$5.00 /student plus instructor costs	\$5.00 /student plus instructor costs	
Heart Association CPR Training Booklets/Cards	\$1.25	\$1.50	\$0.25
Heart Association CPR Replacement Cards	\$5.00	\$5.00	
TV/VCR/DVD Player Rental			
Non-System Instructor	\$40.00 per day	\$40.00 per day	
System Instructor	\$20.00 per day	\$20.00 per day	
Instructional DVD/Video Tape Rental			
Non-System Instructor	\$20.00 per day	\$20.00 per day	
System Instructor	\$5.00 per day	\$5.00 per day	
Manikin rental, adult model			
Non-System Instructor	\$15.00 per day	\$15.00 per day	
System Instructor	\$9.00 per day	\$9.00 per day	
Manikin rental, child or infant model			
Non-System Instructor	\$15.00 per day	\$15.00 per day	
System Instructor	\$7.00 per day	\$7.00 per day	
Heart Saver Automated External Defibrillator (AED), CPR; First Aid			
Non-System Instructor	\$65.00 /student	\$65.00 /student	
System Instructor	\$14.00 /student plus instructor costs	\$14.00 /student plus instructor costs	
AED Rental Fee			
Non-System Instructor	\$50.00 /day	\$50.00 /day	
System Instructor	\$25.00 /day	\$25.00 /day	
Heartsaver AED Training Book	\$10.00 per book	\$10.00 per book	
Heartsaver Adult/Pedi Training Book	\$7.50 per book	\$7.50 per book	
Healthcare Provider Training Book	\$10.00 per book	\$10.00 per book	
First Aid Training Book - AHA	\$7.50 per book	\$7.50 per book	
Pediatric First Aid Training Book - AHA	\$5.00 per book	\$5.00 per book	
First Aid Adult AED Training Book - AHA	\$10.00 per book	\$10.00 per book	
First Aid Adult AED and Pediatric Training Book - AHA	\$12.50 per book	\$12.50 per book	
CPR Class Cancellation Fee	\$50.00 per class	\$50.00 per class	

## 2010-11 Fee Schedule

	<u>Approved 2009-10</u>	<u>Proposed 2010-11</u>	<u>Change</u>
<b><i>Emergency Medical Services Department</i></b>			
<b>First Aid Training</b>			
Heartsaver First Aid (with American Heart Association)			
Non-System Student	\$40.00 /student	\$40.00 /student	
System Student	\$11.00 /student plus instructor costs	\$11.00 /student plus instructor costs	
<b>Internship</b>			
EMT Ride-Out Fee (up to 24 hours)	\$40.00 /student	\$40.00 /student	
Paramedic-Intermediate	\$1.65 /hour	\$1.65 /hour	
<b>Continuing Education/Training</b>			
CE Certification Fee	\$5.00 /certification	\$5.00 /certification	
Academy CE Fee	\$5.00 /hour, per person	\$5.00 /hour, per person	
National Standards (ACLS, PHTLS, ITLS, PALS, AMLS) - Initial Course			
Non-System Student	\$190.00 /student	\$190.00 /student	
System Student	\$130.00 /student	\$130.00 /student	
National Standards Re-certification			
Non-System Student	\$100.00 /student	\$100.00 /student	
System Student	\$75.00 /student	\$75.00 /student	
Skills Testing			
BLS Skills			
Non-System Student	\$60.00 /student	\$60.00 /student	
System Student	\$40.00 /student	\$40.00 /student	
ALS Skills			
Non-System Student	\$60.00 /student	\$60.00 /student	
System Student	\$40.00 /student	\$40.00 /student	
Certificates			
ACLS	\$2.50 /certificate	\$2.50 /certificate	
AMLS			
Initial	\$15.00 per person	\$15.00 per person	
Recertification	\$10.00 per person	\$10.00 per person	
ITLS			
Advanced	\$17.00 /certificate	\$17.00 /certificate	
Basic	\$12.00 /certificate	\$12.00 /certificate	
ITLS /ACLS Instructor Course Fee			
Non-System Student	\$150.00 /student	\$150.00 /student	
System Student	\$100.00 /student	\$100.00 /student	
Other National Standards Course			
PALS	\$10.00 per person	\$10.00 per person	
PHTLS	\$2.50 per person	\$2.50 per person	
Initial	\$15.00 per person	\$15.00 per person	
Recertification	\$10.00 per person	\$10.00 per person	
Emergency Care Attendant (ECA) Course	\$335.00 /student	\$335.00 /student	
Emergency Medical Technician-Basic (EMT-B) Course	\$575.00 /student	\$575.00 /student	
Certified Instructor/Coordinator Fee	\$25.00 /hour	\$25.00 /hour	
Tactical Self Aid/Buddy Aid Course	\$50.00 per person	\$50.00 per person	

## 2010-11 Fee Schedule

	<u>Approved 2009-10</u>	<u>Proposed 2010-11</u>	<u>Change</u>
<b>Emergency Medical Services Department</b>			
<b>Book Fees</b>			
ACLS	\$30.00 /person	\$30.00 /book	
AMLS	\$65.00 per book	\$65.00 per book	
PALS	\$35.00 /person	\$35.00 /book	
PHTLS	\$50.00 per book	\$50.00 per book	
Other National Course Card Books	\$45.00 /person	\$45.00 /book	
ITLS Training Book for System Students	\$52.00	\$52.00	
<b>Large Event Plan Review</b>	\$100.00	\$100.00	
<b>Advanced EMS Training</b>			
Emergency Vehicle Operator's Course	\$230.00 /person	\$230.00 /person	
Basic High Angle Rescue	\$129.00 /person	\$129.00 /person	
Advanced High Angle Rescue	\$740.00 /person	\$740.00 /person	
Swiftwater Rescue	\$75.00 /person	\$75.00 /person	
Swiftwater Operations Course			
Non-System Student	\$425.00 /person	\$425.00 /person	
System Student	\$315.00 /person	\$315.00 /person	
Swiftwater Technicians Course			
Non-System Student	\$325.00 /person	\$325.00 /person	
System Student	\$225.00 /person	\$225.00 /person	
Swiftwater Awareness Course	\$325.00 /person	\$325.00 /person	
Stillwater Rescue	\$75.00 /person	\$75.00 /person	
Evaluation/Quality Assurance	\$230.00 /person	\$230.00 /person	
12 Lead EKG Class (4 hr)	\$42.00 /person	\$42.00 /person	
12 Lead EKG Class (8 hr)			
Non-System Student	\$62.00 /person	\$62.00 /person	
System Student	\$60.00 /person	\$60.00 /person	
Slow Speed Driving Course	\$150.00 /person	\$150.00 /person	
Coaching Emergency Vehicle Operators (CEVO) (6 hr)	\$45.00 /person	\$45.00 /person	
Vehicle Extrication Course	\$75.00 /person	\$75.00 /person	
Hazardous Materials Course	\$120.00 /person	\$120.00 /person	
ICS/MCI Course	\$60.00 /person	\$60.00 /person	
Ropes Operations Course			
Non-System Student	\$425.00 /person	\$425.00 /person	
System Student	\$315.00 /person	\$315.00 /person	
Ropes Technician Course			
Non-System Student	\$325.00 /person	\$325.00 /person	
System Student	\$225.00 /person	\$225.00 /person	
Search and Rescue Fundamentals Course	\$250.00 /person	\$250.00 /person	
<b>Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) Training</b>			
Online Skills Testing	\$20.00 per student	\$20.00 per student	
Bag Valve Mask (BVM) Rental	\$10.00 per day	\$10.00 per day	
One-way Valve Masks (set of 4) Rental	\$10.00 per day	\$10.00 per day	



## 2010-11 Fee Schedule

	Approved 2009-10	Proposed 2010-11	Change
<b>Emergency Medical Services Department</b>			
<b>Training</b>			
Marketing of EMS training programs to area EMS systems	\$37.00 /student	\$37.00 /student	
<b>Document Retrieval and Duplication</b>			
Additional Fees	\$2.50 /page	\$2.50 /page	
Archive Retrieval Fee	\$20.00 /per request	\$20.00 /per request	
Affidavit Fee	\$20.00 /per affidavit	\$20.00 /per affidavit	
Rush Services--Less than 5 Days	\$25.00 /per request	\$25.00 /per request	
Itemized Statement Fee	\$1.00 /per statement	\$1.00 /per statement	
Deposition Fee	\$20.00 /per deposition	\$20.00 /per deposition	
Cross-Examination Questionnaire Fee	\$0.00 /per questionnaire	\$20.00 /per questionnaire	New
Medical Records	\$0.00 /per record	\$10.00 /per record	New
EKG Printouts	\$0.00 /per printout	\$5.00 /per printout	New
<b>Standby for Emergency Service</b>			
Basic Standby Unit	\$75.00 per hour	\$75.00 per hour	
Basic Standby Unit (1/4 hr rate)	\$18.75 per 1/4 hour	\$18.75 per 1/4 hour	
Basic Standby Bike Medic Unit	\$75.00 per hour	\$75.00 per hour	
Basic Standby Bike Medic Unit (1/4 hr rate)	\$18.75 per 1/4 hour	\$18.75 per 1/4 hour	
Supplemental Standby Paramedic	\$35.00 per hour	\$35.00 per hour	
Supplemental Standby Paramedic (1/4 hour rate)	\$8.75 per 1/4 hour	\$8.75 per 1/4 hour	
Set-up/Take-down Fee	\$100.00 per standby	\$100.00 per standby	
<b>Itemized Medications (Rates subject to change in accordance with Medicare fee regulations)</b>			
Acetaminophen Children's Liquid	\$2.50	\$2.50	
Adenocard (adenosine) 12 mg	\$32.19	\$14.46	(\$17.73)
Adenocard (adenosine) 6 mg	\$32.19	\$32.19	
Adenocard (adenosine) 3 mg	\$16.00	\$16.00	
Adrenaline (epinephrine) 1mg/10ml	\$1.89	\$2.90	\$1.01
Adrenaline (epinephrine) 1mg/1ml	\$3.69	\$1.33	(\$2.36)
Adrenaline (epinephrine) 30mg/30ml	\$3.23	\$3.85	\$0.63
Albuterol	\$0.19	\$0.00	Delete
Albuterol sulfate	\$0.00	\$0.18	New
Albuterol MDI	\$0.00	\$56.56	New
Amiodarone	\$2.95	\$2.38	(\$0.57)
Amyl nitrite pearls	\$8.00	\$0.76	(\$7.24)
Anzemet (dolasetron)	\$17.85	\$0.00	Delete
Aspirin, baby	\$0.96	\$0.10	(\$0.86)
Atropine sulfate 1mg/10ml	\$1.94	\$3.00	\$1.06
Atropine sulfate 1mg/1ml	\$0.55	\$0.56	\$0.01
Atropine 8mg/20ml	\$1.90	\$2.78	\$0.88
Atrovent (ipratropium bromide)	\$0.31	\$0.16	(\$0.15)
Calcium gluconate 1000mg/10ml	\$0.80	\$0.89	\$0.09
Captopril 12.5 mg tablet	\$0.00	\$0.13	New
Cetacaine/Hurricane spray	\$0.32	\$2.46	\$2.14
Cimetidine	\$1.73	\$1.73	
Clopidogrel 75 mg tablets	\$5.73	\$5.73	
Dextrose 25gm/50ml	\$2.19	\$3.69	\$1.50
Diazepam 10mg	\$2.75	\$3.54	\$0.79

## 2010-11 Fee Schedule

	Approved 2009-10	Proposed 2010-11	Change
<i>Emergency Medical Services Department</i>			
<b>Itemized Medications (Rates subject to change in accordance with Medicare fee regulations) (continued)</b>			
Diphenhydramine HCl 25mg tab/capsule	\$0.09	\$0.09	
Diphenhydramine Latex Free 1ml/50 mg prefilled syringe	\$2.00	\$0.00	Delete
Diphenhydramine Latex Free 50 mg/1 ml prefilled syringe	\$0.00	\$1.55	New
Dopamine HCL 200mg/5ml	\$0.79	\$0.00	Delete
Dopamine HCL 400mg/10ml	\$0.70	\$0.79	\$0.09
Epi-auto injectors	\$66.58	\$66.58	
Etomidate	\$16.56	\$16.56	
Fentanyl citrate 100 mcg vial	\$0.00	\$0.00	
Fentanyl citrate 100 mcg carpujet	\$1.36	\$1.36	Delete
Furosemide (lasex) 40 mg/2ml IV	\$0.74	\$0.00	Delete
Furosemide (lasex) 40 mg/4ml IV	\$0.00	\$0.78	New
Glucagon kit	\$86.74	\$99.70	\$12.96
Lidocaine 100mg/5ml - injectable	\$1.99	\$2.90	\$0.91
Lidocaine 1g/250ml (4% drip)	\$6.25	\$6.25	
Lidocaine Jelly	\$5.89	\$4.83	(\$1.06)
Lorazepam ampule	\$1.81	\$1.81	
Lorazepam carpujet	\$3.13	\$3.13	
Magnesium sulfate 4gm/2ml	\$0.64	\$0.00	Delete
Magnesium sulfate 1gm/2ml	\$0.69	\$0.69	
Methylprednisolone 1000 mg	\$29.06	\$0.00	Delete
Methylprednisolone 125mg/2ml	\$0.00	\$0.46	New
Metoprolol	\$2.99	\$0.00	Delete
Metoprolol (3-vial dose)	\$0.00	\$7.80	New
Midazolam	\$2.96	\$2.31	(\$0.65)
Morphine sulphate 10mg/10ml carpujet	\$1.08	\$0.00	Delete
Naloxone (narcan) 10ml (0.4mg/1ml)	\$3.50	\$20.91	\$17.41
Neo-Synephrine	\$4.49	\$4.66	\$0.17
Nitroglycerin 0.4 mg tablet	\$8.24	\$0.06	(\$8.18)
Nitroglycerine paste/ointment	\$5.74	\$0.00	Delete
Normal saline 1000cc	\$1.40	\$1.24	(\$0.16)
Normal saline 250cc	\$1.55	\$1.11	(\$0.44)
Normal Saline 50cc	\$2.00	\$1.23	(\$0.77)
Oral Glucose	\$4.06	\$4.56	\$0.50
Procainamide 100mg/1ml	\$1.35	\$0.00	Delete
Sodium bicarbonate 5mg	\$2.24	\$0.00	Delete
Sodium bicarbonate 50 meq	\$0.00	\$3.13	New
Sodium chloride 0.9%/10 ml	\$0.69	\$0.61	(\$0.08)
Sterile Water 10ml	\$0.38	\$0.40	\$0.02
Sterile Water 500ml	\$1.55	\$1.18	(\$0.37)
Succinylcholine	\$3.30	\$3.30	
Thiamine	\$5.26	\$0.00	Delete
Terbutaline sulfate	\$0.00	\$3.30	New
Vecuronium bromide	\$7.19	\$3.73	(\$3.46)
Water soluble jelly, tube	\$0.56	\$0.00	Delete
Zofran (ondansetron) 4mg/2ml cartridge w/Luer Lock	\$1.48	\$1.40	(\$0.08)
Zofran (ondansetron) 4mg/2ml ampule	\$2.52	\$0.00	Delete

## 2010-11 Fee Schedule

	Approved 2009-10	Proposed 2010-11	Change
<b>Emergency Medical Services Department</b>			
<b>Itemized Disposable Supplies as Packaged for Medicare and National Standard Format Insurance Claims*</b>			
Standard ALS Routine supplies	\$8.71	\$2.68	(\$6.03)
1000 ml. I. V. disposable supplies	\$5.63	\$0.00	Delete
250 ml. I. V. disposable supplies	\$5.63	\$0.00	Delete
IV admin set - 10gts	\$0.00	\$5.63	New
IV admin set - 60gts	\$0.00	\$5.63	New
Saline lock	\$5.94	\$1.88	(\$4.06)
Naso-pharyngeal disposable supplies	\$3.87	\$0.00	Delete
Naso-pharyngeal airway	\$0.00	\$3.26	New
Oral-pharyngeal disposable supplies	\$0.99	\$0.00	Delete
Oral-pharyngeal airway	\$0.00	\$0.43	New
Naso-gastric disposable supplies	\$2.92	\$0.00	Delete
Naso-gastric tube	\$0.00	\$2.38	New
Endo-tracheal disposable airway supplies	\$18.30	\$29.74	\$11.44
Naso-tracheal disposable airway supplies	\$16.39	\$23.09	\$6.70
Pacing/defibrillation pads - adult	\$52.25	\$39.00	(\$13.25)
Pacing/defibrillation pads - pediatric	\$95.00	\$35.90	(\$59.10)
Disposable obstetric kit	\$4.50	\$0.00	Delete
Obstetric kit	\$0.00	\$9.08	New
Obstetric aspirator	\$0.00	\$6.80	New
Newborn warming blanket	\$0.00	\$20.23	New
Disposable bag valve mask	\$10.13	\$0.00	Delete
Bag valve mask	\$0.00	\$9.56	New
Spinal immobilization	\$8.61	\$0.00	Delete
Spinal immobilization - adult/child	\$0.00	\$8.69	New
Spinal immobilization - infant	\$0.00	\$21.25	New
Glucometer test strip and lancet	\$5.00	\$0.64	(\$4.36)
Laryngeal mask airways	\$48.75	\$48.75	
StarFlight airway supplies package	\$53.75	\$53.75	
StarFlight IV package	\$32.50	\$32.50	
StarFlight blood packaging	\$400.00	\$400.00	
ResQPod	\$111.25	\$111.25	
Burn sheets	\$5.50	\$3.69	(\$1.81)
Starflight pediatric laryngeal mask airways	\$406.25	\$406.25	
Cold packs/cryotherapy	\$0.35	\$0.31	(\$0.04)
Suctioning catheters	\$15.00	\$0.00	Delete
Suctioning kit	\$0.00	\$4.68	New
Combitube	\$53.13	\$53.13	
Bandages - minor	\$1.03	\$0.00	Delete
Bandages - major	\$16.56	\$0.00	Delete
Bandaging	\$0.00	\$1.04	New
Splinting	\$16.56	\$0.00	Delete
Splinting - arm	\$0.00	\$6.51	New
Splinting - leg	\$0.00	\$9.53	New
Pulse oximeter sensor	\$13.31	\$0.00	Delete

## 2010-11 Fee Schedule

	Approved 2009-10	Proposed 2010-11	Change
<i>Emergency Medical Services Department</i>			
<b>Itemized Disposable Supplies as Packaged for Medicare and National Standard Format Insurance Claims* (continued)</b>			
Pulse oximeter sensor - adult/child	\$0.00	\$34.40	New
Pulse oximeter sensor - pediatric	\$0.00	\$8.28	New
Capnography sampling line	\$9.30	\$12.49	\$3.19
Chest dart / angiocath / IV catheter	\$3.78	\$0.00	Delete
Chest decompression supplies	\$0.00	\$16.24	New
Cricothyrotomy kit	\$21.10	\$21.10	
Cook Melker cricothyrotomy set	\$0.00	\$248.75	New
EKG pads	\$2.00	\$0.00	Delete
EKG pads - 4-lead	\$0.00	\$0.79	New
EKG pads - 12-lead	\$0.00	\$2.29	New
Continuous Positive Airway Pressure (CPAP) procedure kit	\$43.75	\$43.75	
Continuous Positive Airway Pressure (CPAP) valve	\$10.35	\$10.46	\$0.11
EZIO intraosseous vascular access needle	\$125.00	\$125.00	
Pelvic splint	\$57.35	\$57.06	(\$0.29)
Blood and IV fluid infusion warmer	\$15.00	\$0.00	Delete
Blood and IV fluid infusion warmer tubing	\$0.00	\$3.13	New
Transpac line monitor	\$16.91	\$16.91	
King LTS-D supraglottic airway	\$46.19	\$46.19	
Nebulizer kit	\$0.00	\$2.41	New
Intranasal atomizer	\$0.00	\$2.89	New
Heat packs	\$0.00	\$2.24	New
Soft restraints	\$0.00	\$7.30	New
SAM splint	\$0.00	\$7.80	New
Combat application (CAT) tourniquet	\$0.00	\$33.75	New

\* Rates subject to change in accordance with Medicare fee regulations.



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

10

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

*Cyd V. Grimes 10/29/10*

**Voting Session: Tuesday, NOVEMBER 2, 2010**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS100234DW, 4M GRANBURY YOUTH SERVICES REGIONAL JUVENILE JUSTICE CENTER, TO PROVIDE RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS.

***Points of Contact:***

**Purchasing:** David Walch; Marvin Brice, CPPB

**Department:** (JUVENILE PROBATION) Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

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

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

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** N/A

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

This agreement is for the provision of residential treatment services for juvenile offenders within the Juvenile Probation Department. Travis County currently has over 33 active Residential Treatment Service Contracts with different counties throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youths being placed. Travis County will pay the daily cost set by the State of Texas Juvenile Probation Commission in accordance with the facility type and level of services. We will add this agency to the current list of active providers.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 11/02/10 - 9/30/11 (auto renewal)

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: N/A

Funding Account(s): **001-4514-593-6205**

Comments:

➤ **Statutory Verification of Funding:**

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

**Funds will be verified, on an as needed basis, through requisitions being processed against the contract**



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

## MEMORANDUM

**TO:** Cyd Grimes, CPM, Purchasing Agent  
Purchasing Agent

**FROM:** *Estela P. Medina*  
Estela P. Medina, Chief Juvenile Probation Officer

**DATE:** June 3, 2010

**RE:** Request for Residential Treatment Center Services contract  
4M Granbury Youth Services (DBA Granbury Regional Juvenile Justice Center)

The Travis County Juvenile Probation Department is interested in entering into a contract with 4M Granbury Youth Services for Secure Residential Treatment Services. The Granbury Regional Juvenile Justice Center provides secure residential treatment services for boys and girls ages 10 - 17 years old. The daily rates shall be in accordance with the TJPC approval Title IV E Foster Care Payment Rates in effect as of September 1, 2009 which are identified in the attached schedule.

Our Department requests that this facility be added to the existing list of providers for Juvenile services. Juvenile Probation also requests approval of this contract under the same terms and conditions as other contracts for Secure Residential Treatment Center Services within Travis County.

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

**Account #:** 001-4530-593-6205

**Term of Contract:** 12 Month Period – Auto Renewal

**Contract Information:** Mike Lindeman – Owner  
Phone: (830-285-4495)  
Ted Cooley – Administrator  
4M Granbury Youth Services (DBA Granbury Regional Juvenile Justice Center)  
1300 Crossland Rd.  
Granbury, TX 76045  
Phone: (817) 579-0853  
E-mail: [ted@grijc.com](mailto:ted@grijc.com)

If you have questions or need additional information, please do not hesitate to contract me.

cc: Barbara Swift  
Emmitt Hayes  
Sylvia Mendoza  
Michael Williams  
Laura Ward

# POST-ADJUDICATION SECURE CORRECTIONAL FACILITY LEVEL OF CARE RATES

## FY 2010

(Effective September 1, 2009)

LEVEL OF CARE	DAILY RATES
<p><b>BASIC</b></p> <p><b>Basic Level of Care</b> consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.</p> <p>Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Probation Commission and certified by the local juvenile board qualify for the daily rate listed above.</p>	<p><b>\$95.00</b></p>
<p><b>SPECIALIZED</b></p> <p><b>Specialized Level of Care</b> consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.</p> <p>The provision of individual, group, and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).</p> <p>Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.</p> <p>Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Probation Commission (TJPC) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJPC for approval.</p>	<p><b>\$127.00</b></p>
<p><b>INTENSIVE</b></p> <p><b>Intensive Level of Care</b> consists of a highly specialized and structured therapeutic setting that serves a clearly identified unique population of youth (e.g., identified range of clinical/behavioral health/mental health diagnoses, including complete DSM-IV multi-axial diagnoses). The clinical program structure and service-mix will be used to effectively manage and treat this population in a developmentally appropriate fashion. Appropriately licensed medical and mental health professionals manage and administer this intensive service model.</p> <p>Review of a child's continued need for the Intensive Level of Care shall be conducted at least every 30 days by an appropriate mental health professional and/or treatment team.</p> <p>Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure post-adjudications facilities that are registered with the Texas Juvenile Probation Commission (TJPC) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJPC for approval.</p>	<p><b>\$225.00</b></p>



**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**4M GRANBURY YOUTH SERVICES  
D/B/A GRANBURY REGIONAL JUVENILE JUSTICE CENTER**

**FOR**

**PROFESSIONAL RESIDENTIAL TREATMENT SERVICES**

**CONTRACT NO. PS100234DW**



**Travis County Purchasing  
Office**

# TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term .....	4
3.0	Contractor’s Responsibilities .....	4-9
4.0	Compensation, Billing and Payment.....	9-11
5.0	Records, Confidentiality and Access.....	11-12
6.0	Performance Measures .....	12-14
7.0	Miscellaneous Provisions.....	14-19
	Approvals .....	20

## ***Attachments***

Attachment A – Insurance Requirements.....	21-23
Attachment B – Ethics Affidavit including: .....	24
Exhibit 1 - List of Key Contracting Persons.....	25-26
Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion for Covered Contracts .....	27

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**CONTRACT FOR RESIDENTIAL TREATMENT SERVICES**

This Contract for Residential Treatment Services (the "Contract") is entered into by and between the following parties: Travis County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", and 4M Granbury Youth Services d/b/a Granbury Regional Juvenile Justice Center a licensed child care agency, hereinafter referred to as "CONTRACTOR".

In consideration of the mutual benefits and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR agree to the terms and conditions stated in this Contract.

**I.  
DEFINITIONS**

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "County Placement Officer" ("CPO") means the Travis County Juvenile Probation Department Resource Manager or her designee.
- 1.3 "County Purchasing Agent" means Cyd V. Grimes, the Travis County Purchasing Agent, or her successor.
- 1.4 "Is doing business" and "has done business" mean:
  - 1.4.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - 1.4.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 1.4.3 **but does not include**
    - 1.4.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.4.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as

determined by Contractor in the ordinary course of its business; and

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

1.5 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this contract and marked as Attachment B.

## II. TERM

2.1 **Initial Term.** The Initial Term of this Contract shall commence upon its execution by all parties, and shall continue until September 30, 2011, unless earlier terminated as provided herein.

2.2 **Renewal Term(s).** Subject to continued funding by the Commissioners Court, this Contract shall automatically renew each October 1 for succeeding terms of one year unless either party provides written notice to the other party at least thirty (30) days prior to the automatic renewal date that the party intends to terminate the Contract.

2.3 **Termination.** This Contract may be terminated by either party at any time by giving ten (10) days written notice to the other party hereto of the intention to terminate.

## III. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

3.1 **Placement Objective.** The objective of placement with the CONTRACTOR is to protect the well-being of the child, to enhance the child's functional abilities in a residential care setting, and to achieve the goals of the child's Individual Treatment Plan through the provision of the following services, as appropriate:

3.1.1 Basic child care which ensures the health and safety of the child;

3.1.2 Appropriate educational, recreational and vocational activities;

3.1.3 Behavior management, diagnostic services, and medically necessary health care services.

3.2 **Services to be Provided.** CONTRACTOR shall provide the following services to each child placed by the COUNTY to the extent that such services are permitted within

CONTRACTOR'S license, as certified by the Travis County Juvenile Probation Department, and consistent with the child's Individualized Treatment Plan:

3.2.1 Basic residential child care services, including food and snacks, room (rent, utilities, maintenance, telephone, and miscellaneous), clothing, personal hygiene items, haircuts, local transportation, school supplies.

3.2.2 Educational and vocational activities.

3.2.3 Recreational activities.

3.2.4 Special treatment services, including behavior management, diagnostic services, psychological counseling, and psychiatric consultation. This Intensive Level of Care provided to children with a psychiatric diagnosis includes the following treatment and rehabilitative services:

3.2.4.1 Comprehensive treatment supervised and evaluated by a psychiatrist,

3.2.4.1 Twenty-four (24) hour care nursing care provided by a registered nurse,

3.2.4.1 Comprehensive initial evaluation by an interdisciplinary team,

3.2.4.1 Structured therapeutic milieu, which includes behavior management programs, psychotherapy, group, family therapy, educational services, experiential therapy and functional living skills training, and

3.2.4.1.5 On-unit programming may include leisure skills training, social interaction activities, problem solving skills and communication skills. Off-campus community experiences further augment the plan of care.

3.2.5 Medically necessary health care services.

3.2.6 Other services described in this contract or described in CONTRACTOR'S licensing study.

3.3 CONTRACTOR shall provide all services in a manner which safeguards the health, welfare, and safety of the children to the maximum extent possible, and in the least restrictive setting possible.

3.4 Residential care shall be provided by professional staff who possess the required qualifications for performing designated job functions. CONTRACTOR shall verify and disclose, or cause its employees and volunteers to verify and disclose, criminal history and any current criminal indictment for an offense against the person, an offense against the family, an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code or comparable provisions in another state. This verification and disclosure shall be required for all staff having direct contact with COUNTY-placed children.

3.5 **Individual Treatment Plan.**

3.5.1 Each child placed with the CONTRACTOR shall have a written Individualized Treatment Plan (ITP) developed in concert with the child and mutually agreed upon by the appropriate CONTRACTOR staff, any psychologist working with the child, and any psychiatrist working with the child and consulting with or working for the CONTRACTOR, and appropriate COUNTY personnel within thirty (30) days of placement. A tentative ITP will be developed in concert with the above indicated persons prior to a child's admission.

3.5.2 The ITP shall be reviewed jointly by the appropriate CONTRACTOR staff, the child, any psychologist working with the child, any psychiatrist working with the child and consulting with or working for the CONTRACTOR and the appropriate COUNTY personnel at intervals specified by TDPRS licensing standards, to assess the child's progress with modification of the ITP being made when indicated. Either the CONTRACTOR or COUNTY personnel may request a review, in writing, at any time.

3.5.3 The ITP shall contain the reasons why the placement will benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved during the child's placement with the CONTRACTOR; and shall state how the parent(s), guardian(s), and where possible, grandparent(s) or other extended family members will be involved in the Individual Treatment Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

3.5.4 Copies of the original ITP and the periodic reviews are to be maintained by the CONTRACTOR and forwarded to the CPO .

3.5.5 The CONTRACTOR shall provide the CPO with a written report of the child's progress toward or achievement of goals/objectives contained in the ITP on a monthly basis. If mutually agreed to by CONTRACTOR and CPO, the frequency of progress reports may be based upon the current review period intervals appropriate for that specific child's level of care.

3.6 CONTRACTOR shall not release a child to any person or agency other than the CPO without the express consent of the CPO.

3.7 The CPO must approve a child's participation in any furloughs, home visits, or extended agency trips. Unless otherwise stipulated by the CPO, the child may visit freely with parents and relatives at the CONTRACTOR's facility in accordance with established CONTRACTOR policies.

3.8 CONTRACTOR must obtain prior written approval from the CPO before moving a child from one facility or foster home to another facility or foster home and document the approval in the child's record prior to the move. Written approval of the move shall be requested in a timely manner to allow for review by the CPO. When oral approval has been received from the CPO and documented in the child's file, failure to receive written approval of the move from the CPO shall not be construed as failure to receive approval. In the event of an emergency, and if prior

approval cannot be obtained, the CPO shall be notified of the move within twenty-four (24) hours or by the next working day.

3.9 CONTRACTOR must provide at least ten (10) calendar days notice before discharging a child except when the child is a danger to self or others.

3.10 CONTRACTOR shall immediately notify the CPO when it is determined that a child placed with the CONTRACTOR by COUNTY is a danger to self or others and requires placement in another setting.

3.11 CONTRACTOR shall immediately notify the CPO when a child placed by COUNTY requires hospitalization.

3.12 CONTRACTOR shall notify the CPO immediately of any serious incident, illness, or unauthorized departure involving children placed by COUNTY. This notification is in addition to any other notifications required by CONTRACTOR's specific license to operate.

3.13 CONTRACTOR shall only use restraints in accordance with Texas Juvenile Probation Commission rules pursuant to Title 37 Texas Administrative Code Chapter 343, Subchapter E. All restraints used shall meet the requirements of 37 TAC 343.802. In addition to the prohibitions listed in 37 TAC 343.804, CONTRACTOR shall not use non-ambulatory mechanical restraints or chemical restraints. CONTRACTOR shall notify CPO and provide documentation in accordance with 37 TAC 343.806 within twenty-four (24) hours of any restraint used with a child placed by COUNTY.

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations.

**3.15 Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or

proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

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

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times. CONTRACTOR shall provide Director documentation that the CONTRACTOR's license is in good standing with the licensing entity. In the event licensure or certification expires, is revoked, suspended, probated or is canceled, the CONTRACTOR shall inform COUNTY of such event within one (1) day

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.17.6 CONTRACTOR shall immediately notify CPO of any child abuse, neglect or exploitation investigations or any other external investigations related to facility or staff initiated during the contract period.

3.18 **Acknowledgements and Assurances.**

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY



will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

3.18.5 CONTRACTOR certifies that CONTRACTOR has been approved and designated by the Texas Juvenile Probation Commission as qualified to provide a Basic Level of Care and a Specialized Level of Care under applicable standards of Title 37 Texas Administrative Code.

3.19 CONTRACTOR shall complete and submit Medicaid application upon initial date of placement to ensure the child's eligibility for Medicaid. CONTRACTOR is responsible for filing Medicaid paperwork within applicable deadlines. The COUNTY will not subsidize Medicaid payments or be responsible for medical expenses for a child who is Medicaid eligible.

#### **IV. COMPENSATION, BILLING, AND PAYMENT**

4.1 For and in consideration of the satisfactory performance of the services described in Section III and Contractor's compliance with the terms and conditions of this Contract, County shall pay Contractor a daily reimbursement for each child placed by County and receiving services from Contractor in accordance with this Contract. The amount of daily reimbursement shall be based upon the TJPC Post-Adjudication Secure Correctional Facility Level of Care provided and shall be determined based on the TJPC Post-Adjudication Secure Correctional Facility Level of Care Rates in effect at the time services are provided.

4.2 In addition to daily reimbursement as set out in Subsection 4.1, COUNTY shall reimburse CONTRACTOR for expenditures made for medical care and dental care for children placed by COUNTY if: (1) the medical care or dental care is not covered by Medicaid or other funding source, and (2) the expenditures are approved by COUNTY prior to the expenditures being made. Provided, however, that if prior approval is not possible or is impractical due to the immediate, urgent, or emergency nature of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

4.3 Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of CONTRACTOR such as weekends, holidays, etc., and that CONTRACTOR must retain space for this child until his/her return, COUNTY will pay

CONTRACTOR the applicable daily reimbursement rate contained in the Rate Schedule for such regularly scheduled days away from CONTRACTOR or its program providing they do not exceed ten (10) days at any one time.

4.4 If a child makes an unauthorized departure from CONTRACTOR'S facility, CONTRACTOR shall notify the CPO immediately. If the child returns to CONTRACTOR within ten (10) days or prior to the last billing day of the month, whichever shall occur first, and CONTRACTOR again accommodates the child upon his/her return in accordance with the terms and conditions of this Contract, then CONTRACTOR shall receive payment for those days the child was absent from CONTRACTOR'S facility, but not to exceed ten (10) days' payment. CONTRACTOR is under no obligation to retain space for the child in unauthorized departure situations.

4.5 In no event shall Sections 4.3 and 4.4 be construed to allow the CONTRACTOR to impose double billing on the COUNTY or to require the COUNTY, for any given day, to pay twice for the same space at CONTRACTOR'S facility.

4.6 Payment is to be made monthly. CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each child for whom payment is requested:

4.6.1 the name of the child;

4.6.2 the dates (in chronological order) upon which services were provided;

4.6.3 the total number of days for which payment is being requested;

4.6.4 the daily rate applicable to the services provided;

4.6.5 the total amount being requested.

**4.7 Disbursements to Persons with Outstanding Debt.**

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

4.7.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.7.1.2 the debt is paid.

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

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

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

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

## V. RECORDS, CONFIDENTIALITY AND ACCESS

5.1 COUNTY reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance with the terms of this contract, and of the adequacy and timeliness of CONTRACTOR's performance under this contract. After each monitoring visit, COUNTY shall provide CONTRACTOR with a written report of the monitor's findings. If the report notes deficiencies in CONTRACTOR's performance under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by CONTRACTOR. CONTRACTOR shall take action specified in the monitoring report prior to the deadlines specified.

5.2 CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the child according to applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the child's case records or other information relating to children served under this Contract.

5.3 CONTRACTOR shall permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and to review records of any child placed by COUNTY. This examination and evaluation of the program shall include unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the child. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any psychologist(s) working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR.

5.4 CONTRACTOR shall provide to COUNTY such descriptive information of the program and children placed by COUNTY as requested on forms provided by COUNTY.

5.5 CONTRACTOR agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service provision, cost and expenses of this Contract, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, child care records, special treatment records, and any and all other books, documents and evidence connected with the provision of child placement, child care and special treatment services.

5.6 CONTRACTOR agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

5.7 CONTRACTOR shall provide COUNTY with copies of all evaluation and monitoring reports received from other funding sources during the agreement period within twenty (20) working days after receipt of the report.

## VI. PERFORMANCE MEASURES

6.1 **Output Measures.** Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, the following:

- 6.1.1 Provision of quality residential child care which ensures the health and safety of the child;
- 6.1.2 Provision of appropriate educational, recreational, and vocational activities;
- 6.1.3 Provision of behavior management, diagnostic services, and medically necessary health care services;
- 6.1.4 Maintenance of an Individual Treatment Plan for each child;
- 6.1.5 Preparation and delivery of a written progress report on each child's progress toward or achievement of goals/objectives contained in the ITP on a monthly basis;
- 6.1.6 Creation, preservation and maintenance of Records as required by the Contract;
- 6.1.7 Compliance with all applicable state, federal and local laws, rules, regulations, licensing requirements, and Level of Care standards;
- 6.1.8 Compliance with all terms and conditions of this Contract.

6.2 **Outcome Measures.** The outcome of CONTRATOR'S service delivery shall be measured by the percentage of children under its care that are considered to have made progress toward their goals.

**6.2.1 Goals.** The Individual Treatment Plan for each child shall contain specific behavioral goals that are appropriate to the child and the services to be provided under the applicable level of care. The following nine domains should be used in setting the behavioral goals. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain.

6.2.1.1 Medical Domain. The medical domain is related to a child's physical health. It includes, but is not limited to, medication management, medication monitoring, and management of acute and chronic medical conditions.

6.2.1.2 Safety and Security Domain. The safety and security domain is characterized by the absence of harm to self and others and safety to self, others, and community. This domain includes, but is not limited to, self-harm, aggression, and destructive acts.

6.2.1.3 Recreational Domain. The recreational domain involves the child's ability to choose and participate in age-appropriate play and activities. This domain includes, but is not limited to, hobbies and sports.

6.2.1.4 Education Domain. The educational domain is related to a child's performance, progress, and conduct in the most appropriate and least restrictive academic or vocational setting.

6.2.1.5 Mental/Behavioral Health Domain. The mental/behavioral health domain refers to the behavioral and emotional functioning of the child, as well as any psychiatric symptomatology that may be present.

6.2.1.6 Relationship Domain. The relationship domain is characterized by, but is not limited to, a child's ability to trust, to form positive relationships, to function well as part of a family unit, as well as by the development and maintenance of age-appropriate social relationships.

6.2.1.7 Socialization Domain. The socialization domain is characterized by, but is not limited to, age-appropriate social behavior, problem solving, and social skills in various social settings.

6.2.1.8 Permanence Domain. The permanence domain is characterized by a child moving out of a substitute care system and remaining in the least restrictive environment in the community.

6.2.1.9 Parent and Child Participation Domain. The parent and child participation domain involves, but is not limited to, both the parent's and child's general satisfaction with services, their relationship with service providers, their participation in the Individualized Treatment Plan, and improvement in the relationship between the child and parents.

**6.2.2 Measurement of Progress Toward Goals.**

6.2.2.1 The six-point scale below shall be used to measure the child's progress towards the achievement of each goal contained in the Individual Treatment Plan.

- +3 Goal achieved and maintained,
- +2 Substantial improvement in behavior identified in the goal,
- +1 Some improvement in behavior identified in the goal,
- 0 No decline or improvement in behavior identified in the goal,
- 1 Some worsening in behavior identified in the goal; and
- 2 Substantial worsening in behavior identified in the goal.

6.2.2.2 The child's progress will be assessed on each identified goal within the nine specified domains. If the child has shown improvement in 50% or more of the identified goal(s) as measured by a positive rating (+1, +2, or +3) during the monitoring period, the child will be considered to be progressing toward the goal(s).

6.3 **Sanctions.** If CONTRACTOR fails to achieve the defined goals, outcomes, strategies and outputs set by COUNTY or if CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

- 6.3.1 cease placement of children;
- 6.3.2 remove children previously placed by COUNTY;
- 6.3.3 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;
- 6.3.4 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;
- 6.3.5 terminate the contract;
- 6.3.6 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

## VII. MISCELLANEOUS PROVISIONS

7.1 **Fee Assessment.** Children placed by COUNTY or their families shall not be assessed fees for services by the CONTRACTOR unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY-placed children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

**7.2 Independent Contractor.** In the performance of all services under this Contract, CONTRACTOR is at all times acting as an independent contractor engaged in the delivery of residential care services. Neither CONTRACTOR nor CONTRACTOR'S personnel shall be considered employees, agents, partners, joint ventures, ostensible or apparent agents, servants, or borrowed servants of COUNTY.

**7.3 Officials not to benefit.** No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

**7.5 Entire Agreement.** This Contract constitutes the complete and entire agreement between COUNTY and CONTRACTOR. This Contract supersedes any and all other written or oral agreements between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

**7.6 Amendments.** No amendment or modification of this agreement shall be effective unless in writing, approved by the Travis County Commissioners Court, and signed by the COUNTY and CONTRACTOR. No official, agent, representative, or employee of Travis COUNTY may amend or modify this agreement, except as otherwise expressly authorized by Travis County Commissioners Court.

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

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

**7.9 Conflict of Interest:** If required by Chapter 176, Texas Local Government Code, the

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

**7.7 Assignment.** Neither this agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY. In the event of an assignment by CONTRACTOR to which COUNTY has consented, the assignee or his legal representatives shall agree in writing with COUNTY to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

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

**7.9 Legal construction.** If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**7.10 Venue.** The parties expressly agree and understand that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

**7.11 Notice.**

7.11.1 Notices to either party shall be in writing, and may be hand delivered, or sent postage paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail, in the case of mailing.

7.11.2 All notices sent to Travis County pursuant to this agreement shall be sent by mail to each of the following addresses:

Cyd V. Grimes, C.P.M. (or her successor in office)  
Purchasing Agent  
P.O. Box 1748  
Austin, TX 78767

and:

Honorable David Escamilla (or his successor in office)



Travis County Attorney  
P.O. Box 1748  
Austin, TX 78767

and:

Chief Estela Medina  
Travis County Juvenile Probation Department  
2515 South Congress  
Austin, TX 78704

Written notice to Travis County sent by hand delivery shall be delivered to each of the following street addresses:

Cyd V. Grimes, C.P.M.  
Purchasing Agent  
314 West 11th Street, Room 400  
Austin, TX 78701

and:

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
314 West 11th Street, Room 300  
Austin, TX 78701  
Attn: File No. PS100089DW

and:

Chief Estela Medina  
Travis County Juvenile Probation Department  
2515 South Congress  
Austin, TX 78704

7.11.3 All notices sent by mail to the CONTRACTOR shall be sent to:

Ted Cooley, Facility Administrator  
4M Granbury Youth Services  
d/b/a Granbury Regional Juvenile Justice Center  
1300 Crossland Road  
Granbury, Texas 76048

7.12 **Headings.** The headings of the several sections, subsections and paragraphs set forth in this Contract are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

7.13 **Non-waiver.** In no event shall any payment to CONTRACTOR hereunder or any other act or omission by COUNTY constitute or be construed in any way to be a waiver by COUNTY of any breach of covenant or default which may then or subsequently exist on the part of

CONTRACTOR. Neither shall such payment or act or omission in any manner impair or prejudice any right, power, or remedy available to COUNTY to enforce its rights hereunder, which rights, powers, privileges or remedies are always specifically reserved. No representative agent of COUNTY may waive the effect of this provision.

**7.14 Contract/agreement.** As used in this document, the terms "Contract" and "Agreement" are synonymous.

**7.15 Forfeiture of contract.** If the CONTRACTOR has done business with a key person as listed in "Exhibit 1" to the affidavit attached as "Attachment B", during the 365 day period immediately prior to the date of execution of this Contract by the CONTRACTOR or does business with any such key person at any time after the date of execution of this Contract by the CONTRACTOR and prior to full performance of this Contract, the CONTRACTOR shall forfeit all benefits of this Contract and the COUNTY shall retain all performance by the CONTRACTOR and recover all consideration, or value of all consideration, paid to the CONTRACTOR pursuant to this Contract provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

**7.16 Disputes and Appeals.** The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

**7.16.1 Dispute Resolution.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

**7.17 Accounting, Reporting, Auditing Requirements.**

**7.17.1 State funds.** County shall notify Contractor when state funds are used to pay for services.

**7.17.2 Accounting.** Contractor agrees to utilize generally accepted accounting principles and to account separately and individually for the receipt and expenditure of all funds

received from County under this Contract. If Contractor is paid from state funds, Contractor agrees to account separately and individually for the receipt and expenditure of state funds received from County under this Contract.

**7.17.3 Financial Reporting.** Upon request, Contractor shall provide County copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by County. County shall have the right to conduct on-site review of Contractor's financial records and source documents.

**7.17.4 Auditing.** Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

**7.17.5 Monitoring.** County shall have the right to conduct periodic financial and programmatic monitoring of Contractor. Contractor agrees to cooperate fully with County's monitoring activities.

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

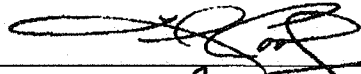
The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification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

\*Form is provided as Attachment C\*

Executed as of the later date set forth below.

**CONTRACTOR:**

**TRAVIS COUNTY:**

BY:   
Printed Name: TED Cooley  
Title: Facility Administrator  
Authorized Representative

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

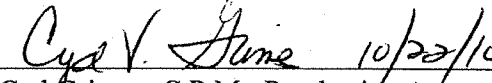
Date: 9-20-10

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

Approved as to Form By:   
Assistant County Attorney

Funds Verified By: \_\_\_\_\_  
County Auditor

Funds Not Verified By: \_\_\_\_\_  
County Auditor

Approved by Purchasing:  10/22/10  
Cyd Grimes, C.P.M., Purchasing Agent

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

Pursuant to Section 3.16 of this Contract, CONTRACTOR shall have, and shall require all subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General and Specific Requirements as set forth below and sufficient to cover the needs of CONTRACTOR and/or any subcontractor(s) pursuant to applicable generally accepted business standards.

**I. General Requirements Applicable to All CONTRACTOR's Insurance.**

The following requirements (A-J) apply to CONTRACTOR and to subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. CONTRACTOR acknowledges and agrees to the following concerning insurance requirements applicable to CONTRACTOR and CONTRACTOR's subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number. Copies of all applicable Certificate(s) shall also be submitted to the CPO within the same time frame.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that CONTRACTOR make reasonable adjustments when the

scope of services has been expanded.

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

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

## **II. Specific Requirements**

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

### **A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$250,000 bodily injury each accident
  - \$250,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### **B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$1,000,000 per occurrence for coverage A and B with a
  - \$2,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
  - d. Endorsed to cover injury to a child while the child is in the care of CONTRACTOR or subcontractor.
3. The Policy shall also include the following endorsements in favor of Travis

County:

- a. Waiver of Subrogation (Form CG 2404)
- b. Thirty (30) day Notice of Cancellation (Form CG 0205)
- c. Travis County named as additional insured (Form CG 2010)

**C. Business Automobile Liability Insurance**

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

**D. Professional Liability Insurance**

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

**E. Blanket Crime Policy Insurance**

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

**ATTACHMENT B**  
**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 9-20-10  
Name of Affiant: TED COOLEY  
Title of Affiant: Facility Administrator  
Business Name of Proponent: 4m Youth Services Inc. aka Graubury Juvenile Justice Center  
County of Proponent: Hood

Affiant on oath swears that the following statements are true:

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

Signature of Affiant  
[Handwritten Signature]  
Address 1300 Crossland Rd Graubury Tx 76048

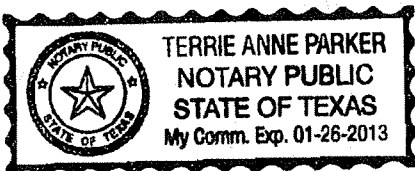
SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on Oct 4th, 2010.

Terrie Anne Parker

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: 01-26-2013





**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**

**June 29, 2010****CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Cheryl Aker*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Chris Fanuel	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Karen Huber	
Commissioner, Precinct 3 (Spouse) .....	Leonard Huber	Retired
Executive Assistant .....	Garry Brown	
Executive Assistant .....	Lori Duarte*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
Special Assistant to Comm. Court .....	Christian Smith	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro	
Executive Manager, Administrative .....	Vacant	
Executive Manager, Budget & Planning .....	Rodney Rhoades	
Exec Manager, Emergency Services .....	Danny Hobby	
Exec. Manager, Health/Human Services .....	Sherri E. Fleming	
Executive Manager, TNR .....	Joseph Gieselmann	
Executive Manager, Criminal Justice Planning .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Joe Harlow	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, Civil Division .....	Jim Collins	
Director, Land Use Division .....	Tom Nuckols*	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Tamara Armstrong	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	

Attorney, Transactions Division ..... Tenley Aldredge  
 Attorney, Transactions Division ..... Beth Devery\*  
 Attorney, Transactions Division ..... Vacant  
 Purchasing Agent ..... Cyd Grimes, C.P.M.  
 Assistant Purchasing Agent ..... Marvin Brice, CPPB  
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV ..... Diana Gonzalez  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Richard Villareal  
 Purchasing Agent Assistant IV..... Oralia Jones, CPPB  
 Purchasing Agent Assistant IV..... Lori Clyde, CPPB  
 Purchasing Agent Assistant IV..... Scott Wilson  
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPB  
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.  
 Purchasing Agent Assistant IV..... John E. Pena, CTPM\*  
 Purchasing Agent Assistant III..... Vacant  
 Purchasing Agent Assistant III..... David Walch  
 Purchasing Agent Assistant III..... Michael Long, CPPB  
 Purchasing Agent Assistant III..... Elizabeth Corey, C.P.M.\*  
 Purchasing Agent Assistant III..... Rosalinda Garcia  
 Purchasing Agent Assistant III..... Loren Breland  
 Purchasing Agent Assistant II ..... Vacant  
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB  
 HUB Coordinator..... Sylvia Lopez  
 HUB Specialist..... Betty Chapa  
 HUB Specialist..... Jerome Guerrero  
 Purchasing Business Analyst ..... Scott Worthington

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Attorney, Transactions Division .....	Stacy Wilson .....	07/06/10
Executive Manager, Administrative .....	Alicia Perez.....	09/01/10
Purchasing Agent Assistant III.....	Rebecca Gardner .....	12/28/10
Executive Assistant.....	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB, CPPO.....	04/26/11
Attorney, Transactions Division .....	Sarah Churchill.....	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack.....	05/31/11

\* - Identifies employees who have been in that position less than a year.

**ATTACHMENT C**

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

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

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

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

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

**Do you have or do you anticipate having subcontractors under this proposed contract? \_\_\_YES \_\_\_NO**

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

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

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

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



# TRAVIS COUNTY PURCHASING OFFICE

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

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

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

*Cyd V. Grimes 10/22/04MB*

**Voting Session: Tuesday, November 2, 2010**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS090111RE, CHILD INC., FOR CHILD/YOUTH DEVELOPMENT.**

***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.
- Child Inc. operates a comprehensive early childhood development program, providing services including education, health, mental health and disabilities services to children and families in order to increase school readiness. Child Inc. provides child care for children of families with incomes of 200% or less of the Federal Poverty Guidelines.
- This Modification No. 3 provides for revisions to the 2010 Program Budget, which consist of transfers of funds between budget categories. Because the amount of the transfers is approximately 30% of the budget, Court approval is required.
- Modification No. 2 modified the program work statement.
- Modification No. 1 renewed the contract for an additional twelve-month period, from January 1, 2010 through December 31, 2010. Funds for this period were not to exceed \$208,780.
- **Contract Expenditures:** Within the last twelve months, \$108,834.39 has been spent against this agreement.
- **Contract-Related Information:**
  - Award Amount: \$208,780
  - Contract Type: Professional Services
  - Contract Period: January 1, 2009 – December 31, 2009

➤ **Contract Modification Information:**

Modification Amount: N/A  
Modification Type: Bilateral  
Modification Period: January 1, 2010 – December 31, 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.: Not applicable
- Funding Account(s): Not applicable
- Comments:

➤ **Statutory Verification of Funding:**

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



## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 854-4115

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

**Date:** October 18, 2010

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

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

**SUBJECT:** Approve budget adjustment requested by Child, Inc.

**Proposed Motion:** Consider and take appropriate action to approve the budget adjustment requested by the contractor.

**Summary and Staff Recommendation:** Child Inc. has requested permission to put all their Travis County funding on two budget line items: Salaries and Benefits. They are not requesting a change in the amount of their funding.

Travis County Health and Human Services and Veterans Services recommend the court approve this adjustment.

**Budgetary and Fiscal Impact:** This contract follows the calendar year. The contract number is PS090111RE, Modification Number 3. The FY10 funding amount is \$208,780.00

**Issues and Opportunities:** This budget adjustment was requested by the contractor to simplify the documentation necessary to support their Travis County billings.

**CC:** Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gattin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

GRP1500/QR4BIDS  
COREYE

Travis County Purchasing Office - Contract(s) as Listed  
Purchase Order Expense Summary - Period Queried: 2009/10/20 to 2010/10/18

P.O. #	PO Date	Item#	Qty Ordered	Unit Cost	Ext Cost	CONTRACT #	\$ Qty Recd	Dpt	Building/Dept.
437142	2010/01/05	00939	156,585.00	1.0000	156,585.00	PS090111RE	108,834.39	NS	HUMAN SERVICES ADMIN SVCS
Expenditures for Contract PS090111RE:				VALUE	156,585.00	SPENT	108,834.39		
Report Grand Total				SUM	156,585.00	SUM	108,834.39		

<b>MODIFICATION OF CONTRACT NO. PS090111RE – Child/Youth Development</b>		Page 1 of 4 Pages
<b>ISSUED BY:</b> Travis County Purchasing Office 314 West 11th Street, Room 400 Austin, Texas 78701	<b>PURCHASING AGENT ASST: Elizabeth Corey</b> TELEPHONE: 512-854-9853 FAX: 512-854-9185	<b>DATE PREPARED:</b> <p style="text-align: center; font-weight: bold;">October 14, 2010</p>
<b>ISSUED TO:</b> Child Inc. 818 East 53 <sup>rd</sup> Street Austin, Texas 78751	<b>MODIFICATION NO.:</b> <p style="text-align: center; font-weight: bold;">3</p>	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b> <p style="text-align: center; font-weight: bold;">January 1, 2009</p>
<b>ORIGINAL CONTRACT TERM DATES:</b> <u>January 1, 2009 - December 31, 2009</u>		<b>CURRENT CONTRACT TERM DATES:</b> <u>January 1, 2010 - December 31, 2010</u>
<b>FOR TRAVIS COUNTY INTERNAL USE ONLY:</b> Original Contract Amount: <u>\$208,780</u> Current Modified Amount <u>\$208,780</u>		
<b>DESCRIPTION OF CHANGES:</b> 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:		
<ol style="list-style-type: none"> <li>1) Attachment C – 2010, the 2010 Program Budget, is revised.</li> <li>2) No additional funding is requested; this Modification transfers funds between budget categories.</li> </ol>		
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.		
<b>Contractor: Complete your portion of the signature block below on all originals and return all signed originals to Travis County. A fully-executed original will be returned to you for your records.</b>		
<b>LEGAL BUSINESS NAME:</b> <u>Child Inc.</u> <b>BY:</b> <u>Glenda Overfest</u> <small>SIGNATURE</small> <u>Glenda Overfest</u> <small>PRINT NAME</small> <b>TITLE:</b> <u>Head Start Director</u> <small>ITS DULY AUTHORIZED AGENT</small>	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER	<b>DATE:</b> <p style="font-size: 1.2em;">10/15/2010</p>
TRAVIS COUNTY, TEXAS <b>BY:</b> <u>Cyd W. Grimes</u> <small>CYD W. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT</small>	<b>DATE:</b> <p style="font-size: 1.2em;">10/22/10</p>	
TRAVIS COUNTY, TEXAS <b>BY:</b> _____ <small>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</small>	<b>DATE:</b>	



**AMENDMENT OF CONTRACT BETWEEN  
TRAVIS COUNTY AND  
CHILD, INC.**

This Amendment of Contract ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Child, Inc. ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2009, and terminated December 31, 2009 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal and amendment of the agreement by the written agreement of the Parties.

Pursuant to the Contract, the Parties have renewed the Contract for an additional term continuing through December 31, 2010 ("2010 Renewal Term"), and made previous changes pursuant to written amendment(s) to the Contract.

The Parties desire to make certain changes to the Contract.

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 Contract as follows:

**1.0 CONTRACT TERM**

1.1 **Renewal Term.** The Parties acknowledge and agree that they have previously executed a document agreeing to renewal terms, the latest of which continues through December 31, 2010 ("2010 Renewal Term"), unless sooner terminated pursuant to the terms of the Contract, as amended, and to make certain changes to the Contract.

1.2 **Application.** The Parties agree that the terms of this Amendment apply to services and activities provided during the 2010 Renewal Term.

**2.0 ATTACHMENTS**

2.1 The Parties agree to amend the attachments to the Contract, as amended, by deleting Attachment C - 2010, "2010 Program Budget," and substituting the new Attachment C - 2010, "Amended 2010 Program Budget," included in this amendment as Exhibit 1, and constituting promised performances by Contractor in accordance with all terms of the Contract as amended herein.

**3.0 TRANSFER OF FUNDS**

3.1 Pursuant to Section 11.0 of the Contract, the County approves the transfer of funds between direct budget categories in an amount exceeding ten percent (10%) of the Contract total as set forth in Exhibit 1 of this Amendment.

**4.0 OTHER TERMS.**

4.1 The Parties agree that all other terms of the 2010 Renewal not specifically changed in this Amendment shall remain in full force and effect.

**5.0 INCORPORATION**

5.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract. The Contract, 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 \_\_\_\_\_, 2010, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**Attachment C: 2010 AMENDED PROGRAM BUDGET**  
for Social Service Contracts funded by Travis County

Date prepared: **10/14/2010**

Agency: **Child Inc.**

Program: **Early Education and Care**

Instructions: Provide whole dollar amounts for each applicable line item. **IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME**

**ON THIS PAGE.** Note that the line items with asterisks **\*\*** will require prior approval - Refer to your Contract Language.

<b>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</b>			
<b>PERSONNEL</b>	<b>Requested COUNTY Amount</b>	<b>Amount Funded by ALL OTHER Sources</b>	<b>* TOTAL Budget (ALL funding sources)</b>
Salaries - Regular Time	160,000	5,906,847	6,066,847
Salaries - Overtime			0
Benefits	48,780	2,526,500	2,575,280
<b>A. SUBTOTALS: PERSONNEL</b>	<b>208,780</b>	<b>8,433,347</b>	<b>8,642,127</b>
<b>OPERATING EXPENSES</b>			
General Operating Expenses	0	1,478,712	1,478,712
Insurance/Bonding	0	87,500	87,500
Audit Expenses (provide details for this line item in the Subcontracted Expenses form)	0	50,000	50,000
Consultants/Contractual (provide details for this line item in the Subcontracted Expenses form)	0	341,403	341,403
Staff Travel - <u>within</u> Travis County	0	97,000	97,000
Conferences/Seminars/Training - <u>within</u> Travis County	0	85,000	85,000
** Staff Travel - <u>out of</u> County	0	14,424	14,424
** Conferences/Seminars - <u>out of</u> County	0	0	0
<b>B. SUBTOTALS: OPERATING EXPENSES</b>	<b>0</b>	<b>2,154,039</b>	<b>2,154,039</b>
<b>DIRECT ASSISTANCE</b>			
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)		555,000	555,000
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	0	0	0
Other (specify) Direct Childcare/development	0	758,156	758,156
			0
<b>C. SUBTOTALS: DIRECT ASSISTANCE</b>	<b>0</b>	<b>1,313,156</b>	<b>1,313,156</b>
<b>EQUIPMENT/CAPITAL OUTLAY</b>			
** (specify equipment)	0	0	0
<b>D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL (A + B + C + D)</b>	<b>208,780</b>	<b>11,900,542</b>	<b>12,109,322</b>
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>1.7%</b>	<b>98.3%</b>	<b>100.0%</b>



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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

*Cyd V. Grimes 10/22/10 MB*

**Voting Session: Tuesday, November 2, 2010**

**REQUESTED ACTION: APPROVE MEMORANDUM OF AGREEMENT FOR THE HUNTERS FOR THE HUNGRY PROGRAM.**

***Points of Contact:***

**Purchasing:** Elizabeth Corey, Marvin Brice

**Department:** TNR – Joseph Gieselman, Executive Manager

**County Attorney:** Tenley Aldredge

**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.
- Each year, Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands. Orion Research and Management Services will provide management of the deer populations. In cooperation with this agreement, Hudson’s Sausage Company will process the deer to be provided for the Hunters for the Hungry program.
- Through this memorandum, Texas Association of Community Action Agencies, Inc., Caritas of Austin, and Hudson’s Sausage Company collaborate to feed low income children, families, individuals, and senior citizens in local communities. Travis County will pay \$6,300, or \$35 per animal, for processing of meat by Hudson’s Sausage Company.

➤ **Contract-Related Information:**

Award Amount:	\$6,300
Contract Type:	Professional Services
Contract Period:	November 2, 2010 – May 1, 2011

➤ **Contract Modification Information:**

Modification Amount:	N/A
Modification Type:	N/A
Modification Period:	N/A

81

➤ **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.: 513944

Funding Account(s):

Parks (\$2,800): 001-4945-631-6099

BCP (\$3,500): 038-4909-629-6099

Comments:

➤ **Statutory Verification of Funding:**

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



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

---

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

October 18, 2010

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

RE: Purchasing Request Memo for MOA among Travis County, Hunter for the Hungry and Caritas of Austin

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2010 OCT 18 PM 3:25

Each year Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands.

Rose Farmer, Natural Resources Program Manager (854-7214) is the NREQ point of contact for details regarding the oversight of this program.

Funding for this effort will be provided through Parks account number 001-4945-631-6099 (for \$2,800) and BCP account number 038-4909-629-6099 (for \$3,500). The requisition number is 513944. Please contact Isabelle Lopez (854-7675) if there are any questions regarding the financial arrangements.

Please proceed to secure the needed signatures on the MOA developed by the County Attorney's office in conjunction with our Partners in this matter so that NREQ and Parks may begin utilizing these services in a timely fashion.

Please let us know if there are any questions and thank you for your help.

CC: Roger Armistead, TNR Parks  
Charles Bergh, TNR Parks  
Elizabeth Corey, Purchasing  
Marvin Brice, Purchasing  
Isabelle Lopez, TNR  
Donna William-Jones, TNR  
Rose Farmer, TNR NREQ  
Linda Laack, TNR NREQ

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND  
TEXAS ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.  
AND  
HUDSON'S SAUSAGE COMPANY  
AND  
CARITAS OF AUSTIN  
RELATING TO  
PARTICIPATION IN THE  
HUNTERS FOR THE HUNGRY PROGRAM  
2010-2011 SEASON**

**Purpose**

This Memorandum of Agreement (hereinafter referred to as "Agreement") exists to document the process whereby deer will be harvested from Travis County-owned and Travis County-managed lands for the purpose of herd and land management, and to set forth the respective rights and responsibilities of the parties hereto. The Parties to this Agreement are: Travis County, the Texas Association of Community Action Agencies, Inc. (hereinafter referred to as "TACAA"), Hudson's Sausage Company, and Caritas of Austin. The harvested deer will be prepared and processed either by Hudson's Sausage Company, a meat processor participating in Hunters for the Hungry, a program administered by TACAA, or by another participating meat processor designated by TACAA (hereinafter referred to as "Alternate Meat Processor"). The donated venison will be used by Caritas of Austin, for the purpose of feeding low income children, families, individuals, and senior citizens in local communities.

**Travis County Agrees to:**

1. Obtain the appropriate type of hunting permit from the Texas Parks and Wildlife Department, which at the time of execution of this Agreement is known as an "Antlerless Deer Control Permit."
2. Harvest up to 180 deer from Travis County managed lands during the 2010-2011 hunting season.
3. Field dress each deer after each hunt, including but not limited to the removal of feces and/or intestinal material.
4. Abide by the federal Bill Emerson Good Samaritan Food Act, 42 U.S.C.S. § 1791 (hereinafter referred to as "Emerson Food Act") and the Texas Good Faith Donor

Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq. (hereinafter referred to as "Texas Donor Act"), by not donating any deer deemed unfit for human consumption.

5. Maintain field dressed carcasses in a cold storage until delivery to Hudson's Sausage Company and/or Alternate Meat Processor.
6. Provide regular transportation of the harvested deer to Hudson's Sausage Company and/or Alternate Meat Processor in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson's Sausage Company or Alternate Meat Processor. No harvested deer will be delivered to Hudson's Sausage Company on any of the following dates: any Monday or Tuesday; November 1 through November 10, 2010; November 25, 2010 (Thanksgiving Day) through December 1, 2010; and December 25, 2010 (Christmas Day) through January 5, 2011.
7. Notify Hudson's Sausage Company and/or Alternate Meat Processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
8. Notify Caritas of Austin each time harvested deer are transported to Hudson's Sausage Company and/or Alternate Meat Processor.
9. Provide a "Deer Tag" that shall accompany each harvested deer to assist Travis County in ensuring that all processed venison resulting from this program is delivered to Caritas of Austin.
10. Provide funding for deer meat processing in the amount of \$35.00 per deer, to TACAA, within three (3) weeks of receipt of invoice from TACAA.
11. Provide a maximum of \$6,300 for this program in the 2010-2011 hunting season.
12. County shall pay TACAA within thirty (30) days of receipt of a correct invoice completed as acceptable to County. Invoices shall include the date of service as well as the number of animals processed.

**TACAA Agrees to:**

1. Maintain regular contact with all parties involved, including Travis County, Hudson's Sausage Company and/or Alternate Meat Processor, and Caritas of Austin.
2. Abide by the Emerson Food Act and the Texas Donor Act.
3. Obtain donation receipts and deer tags from Hudson's Sausage Company and/or Alternate Meat Processor, maintain contact with Caritas of Austin to verify the placement of venison donations, and keep Hudson's Sausage Company and/or Alternate Meat Processor informed of the amount of funding available for venison donations from Travis County.
4. Send invoices, and copies of donation receipts for verification, to Travis County for payment. Receive funding from Travis County in order to reimburse Hudson's Sausage Company and/or Alternate Meat Processor. This will occur no more frequently than monthly.
5. Contact Caritas of Austin regularly to verify pick-up of donations.



6. Designate at least one Alternate Meat Processor, as defined above, in the event of withdrawal of Hudson's Meat Market from the project, and use best efforts to ensure that any such Alternate Meat Processor performs all obligations now performed by Hudson's Meat Market as set forth in the following section and in the section entitled "The Parties Mutually Agree".
7. Provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable.

**Hudson's Sausage Company Agrees to:**

1. Process into ground meat up to 180 deer from Travis County-owned and Travis County-managed lands during the 2010-2011 hunting season.
2. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
3. Maintain processed meat in cold storage until picked up by Caritas of Austin.
4. Ensure all Travis County "Deer Tags" remain with each processed deer until such time as it is picked up by Caritas of Austin. Collect the Travis County "Deer Tags" for each processed deer and provide these to TACAA.
5. Notify TACAA in advance of any processing schedule changes or abnormally high-volume pick-ups.
6. Provide the meat processing for the charge of \$35.00 per deer.
7. Provide TACAA with invoices and copies of donation receipts to be processed for payment on a monthly basis.

**Caritas of Austin Agrees to:**

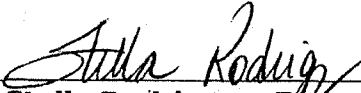
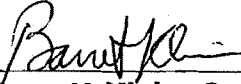
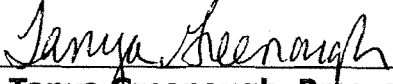
1. Pick up processed deer meat in refrigerated trucks from Hudson's Sausage Company and/or Alternate Meat Processor.
2. Verify by signature the Travis County "Deer Tags" for each processed deer upon pickup.
3. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
4. Use the venison to feed low income children, families, individuals, and senior citizens in local communities.
5. Communicate with TACAA to verify the poundage of venison accepted and distributed.
6. Maintain records of donation dates, amount of poundage donated, and name of the person who received the donation on behalf of Caritas of Austin.

**The Parties Mutually Agree:**

1. To work together to publicize the results of this effort after its completion. This includes preparation of a report documenting how much meat was donated and the number of recipients potentially served.
2. That this Agreement may be terminated at any time by mutual written consent of all parties.
3. That this Agreement may be terminated by a single party by providing the other parties thirty days' written notice.
4. That County or its duly authorized representatives shall have access to any and all books, documents, papers and records that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
5. That, in the event of termination of this Agreement, Travis County will pay for all meat processing costs incurred for this project until the actual termination date, provided that the overall amount requested by TACAA does not exceed \$6,300.
6. That this Agreement is effective on the date the last authorizing signature is affixed and shall expire on May 1, 2011.
7. To the extent permitted by law, that all parties shall indemnify and hold harmless each of the other parties and its officials, agents, and employees from and against any and all claims, losses, damages, actions, suits, and liability of any kind whether meritorious or not, including without limitation all expenses of litigation, court costs, and attorneys fees, for injury to or death of any person, or for damage to any property, arising in whole or in part from any negligent act or negligent omission of any party or any party's employees, agents or representatives on account of, arising or resulting from, directly or indirectly, the performance of this Agreement.
8. And acknowledge that no officer, agent, representative or employee of Travis County, other than the Executive Manager of the Transportation and Natural Resources Department, or his designee, to whom such authority has been expressly delegated, has any authority, either express or implied, to modify or amend the terms of this agreement unless expressly granted that specific authority by the Commissioners Court of Travis County.
9. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all 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 §154.073 of the Texas Civil Practice and Remedies Code, unless all Parties agree, in writing, to waive the confidentiality.
10. Notwithstanding anything to the contrary herein, the Parties agree that if any entity to which Travis County is obligated to make payment hereunder is delinquent in the payment of Travis County property taxes at the time such entity provides the services to be rendered under this Agreement, such entity hereby assigns any

payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

11. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving all Parties thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

<hr/> <b>Samuel T. Biscoe</b> <b>Travis County Judge</b>	<hr/> <b>Date</b>
<hr/>  <b>Stella Rodriguez, Executive Director</b> <b>Texas Association of Community</b> <b>Action Agencies, Inc.</b>	<hr/> 10-1-2010 <b>Date</b>
<hr/>  <b>Barrett Klein, Owner</b> <b>Hudson's Sausage Company</b>	<hr/> 10/6/10 <b>Date</b>
<hr/>  <b>Tanya Greenough, Program Manager</b> <b>Community Access and Food Services</b> <b>Caritas of Austin</b>	<hr/> 10/6/10 <b>Date</b>



**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 10/22/10*

**Voting Session: Tuesday, November 2, 2010**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 12 TO CONTRACT NO. PS010173LC, TIBURON, INC., FOR THE FACTS COURT MANAGEMENT SYSTEM.**

***Points of Contact:***

**Purchasing:** Lori Clyde, 854-4205

**Department:** ITS, Joe Harlow, 854-9372; Rod Brown, 854-4022; Nick Macik, 854-4730

**County Attorney (when applicable):** Tenley Aldredge

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

**County Auditor's Office:** Susan Spataro and Jose Palacios

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract is for Tiburon FACTS Court Management Services.

The Travis County FACTS maintenance contract with Tiburon Inc. includes a line item identified as a "Technical Resource Pool". This line item was used to fund needed system enhancements to the FACTS System as FACTS was rolled out to the various courts. The FACTS System is now live in all courts with the exception of four JP courts. The funding to support modifications needed to take the various courts live on FACTS is no longer required and it is the recommendation of ITS to remove the line item from the Tiburon FACTS Maintenance contract. The result of this modification will decrease the annual maintenance amount by \$300,000 per year beginning November 1, 2010.

Modification No. 11, approved by the Purchasing Agent May, 2007 was to allow for partial payments for Modification No. 7.

Modification No. 10, approved in Commissioner Court February 28, 2006, was to convert "full use" and "query only" licenses to a site license.

Modification No. 9, approved in Commissioners Court November 2, 2004, was for three additional Informix Data Base Processor Licenses.

41

Modifications No. 5 - 8, were for modifications and enhancements approved during FY04.

Modification 4, approved in Commissioners Court December 31, 2002, was for modifications to baseline FACTS Case Financial Docket screen and schedule extension to the FACTS Court Agreement in the amount of \$52,080.00.

Modification 3 was to facilitate the County Auditor's requirements for the FACTS accounting system to assure complete GAAP and GASB-34 compliance.

Modification 2 involved a reduction in the amount of \$25,000 due to the fact that the Auditor's Office would not need the Test Database.

Modification 1 was to add additional work, Project Change Order (PCO) # P91217-003, which provided for a detailed FACTS financial accounting functional review using a Tiburon supplied FACTS test database for Travis County.

➤ **Contract Expenditures:** Within the last 12 months \$346,370.00 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$300,000.00 decrease

Modification Type:

Modification Period: Beginning November 1, 2010

➤ **Funding Information:**

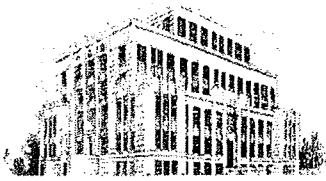
Purchase Requisition in H.T.E.: N/A

Funding Account(s)

Comments:

➤ **Statutory Verification of Funding:**

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



Travis County Courthouse, Austin, Texas

**RECEIVED**  
**TRAVIS COUNTY**  
**TRAVIS COUNTY INFORMATION & COMMUNICATION SYSTEMS**  
**Joe Harlow Jr., Chief Information Officer**  
 314 W. 11th Street, P. O. Box 1748, Austin, TX 78767-1748 Phone (512) 854-9666 Fax (512) 854-4401

**PURCHASING**  
**OFFICE**

**DATE:** October 6, 2010  
**TO:** Cyd V. Grimes, C.P.M-Travis County Purchasing Agent  
**FROM:** Joe Harlow, Chief Information Officer *Joe Harlow*  
**SUBJ:** Recommendation to amend the FACTS Maintenance Agreement with Tiburon Inc. Contract No. PS010173LC

**Proposed Motion:**

*Approve the FACTS contract modification with Tiburon Inc to remove the Technical Resource Pool item listed under "Travis Maintenance Fees" Contract No. PS010173LC.*

**Summary and Staff Analysis:**

The Travis County FACTS maintenance contract with Tiburon Inc. includes a line item identified as a "Technical Resource Pool". This line item was used to fund needed system enhancements to the FACTS System as FACTS was rolled out to the various courts. The FACTS System is now live in all courts with the exception of four JP courts. The funding to support modifications needed to take the various courts live on FACTS is no longer required and it is the recommendation of ITS to remove the line item from the Tiburon FACTS Maintenance contract.

**Budgetary and Fiscal Impact:**

The fiscal impact of the change to this agreement is a \$300,000 reduction in the Tiburon FACTS Court Management System maintenance amount.

**Required Authorizations:**

LEGAL:	John Hille, County Attorneys Office
PURCHASING:	Lori Clyde, Purchasing Department
BUDGET:	Randy Lott, Planning and Budget Office

CC: Rod Brown, ITS; Janice Brown, ITS; Nick Macik, ITS;

**MODIFICATION OF CONTRACT NUMBER: PS010173LC – Tiburon FACTS Court Mgmt System Services**  
**PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>August 30, 2010</b>
ISSUED TO: <b>Tiburon Inc.</b> Attn: <b>6200 Stoneridge Mall Rd., Suite 400 Pleasanton, CA 94588</b>	MODIFICATION NO.: <b>12</b>	EXECUTED DATE OF ORIGINAL CONTRACT: June 26, 2001
ORIGINAL CONTRACT TERM DATES: <u>June 26, 2001-December 31, 2002</u>		CURRENT CONTRACT TERM DATES: <u>November 1, 2009 – October 31, 2010</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$2,993,413 Current Modified Amount \$ 3,521,936

**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 to FACTS Tiburon Contract (this "Amendment") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Tiburon, Inc., a Virginia corporation having its primary place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, CA 94588, and authorized to do and doing business in the State of Texas ("Tiburon").

WHEREAS, effective June 28, 2001, County and Tiburon entered into three separate but related agreements in connection with the implementation, operation and maintenance of a Fully Automated Courts Tracking System ("FACTS"): the FACTS Professional Services Agreement, the FACTS Software License Agreement, and the FACTS Tiburon Maintenance Agreement (collectively, the "FACTS Contract", County Contract #PS010173-LC, as subsequently modified 11 times); and

WHEREAS, the FACTS Contract provides that it may be amended by mutual written agreement of the parties, and the parties now desire to so amend it for the purpose of modifying the FACTS Tiburon Maintenance Agreement to remove the Technical Resources Pool from the scope of services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AMENDMENT**

1. The FACTS Tiburon Maintenance Agreement is amended to revise Exhibit A by deleting the Technical Resource Pool item listed under "Travis Maintenance Fees", together with the accompanying Annual Fee of \$300,000.
2. Except as amended above, the Agreement shall remain in full force and effect, being hereby ratified, approved and affirmed.

IN WITNESS WHEREOF, County and Tiburon have executed this Amendment effective on the earlier of (i) the later date indicated below; or (ii) November 1, 2010.

LEGAL BUSINESS NAME: <u>Tiburon, Inc</u>	<input type="checkbox"/> DBA
BY: <u>Maria Szymanch</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Maria Szymanch</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>CFD</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9-7-10</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>10/22/10</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, November 2, 2010  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Corrected Commissioners Court Minutes  
for the**

**Voting Session of August 31, 2010  
(Scrivener's error)**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum  
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on  
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the  
next meeting.



## MINUTES OF MEETING AUGUST 31, 2010

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 31<sup>st</sup> day of August 2010, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 11:56 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:43 PM and adjourned at 1:43 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:44 PM and adjourned at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 1:45 PM.

The Commissioners Court retired to Executive Session at 3:46 PM.

The Commissioners Court reconvened the Voting Session at 6:22 PM.

The Commissioners Court adjourned the Voting Session at 6:30 PM.

**Clerk's Note:** The County Judge introduced Delores Wheele, an intern from Austin Community College (ACC) working for the County Judge's Office.

RESOLUTIONS AND PROCLAMATIONS

1. APPROVE PROCLAMATION RECOGNIZING MADELEINE FRADY AS AN HONORARY DEPUTY SHERIFF FOR TRAVIS COUNTY AND DECLARE AUGUST 29, 2010 THROUGH SEPTEMBER 4, 2010 AS "MADELEINE FRADY WEEK" IN TRAVIS COUNTY. (9:18 AM)

**Members of the Court heard from:** Madeleine Frady, Travis County Resident; Greg Hamilton, Travis County Sheriff; and Cheryl Brown, Executive Assistant, County Judge's Office.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve the Proclamation in Item 1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

2. APPROVE PROCLAMATION RECOGNIZING PATTY TUNE ON HER RETIREMENT FROM THE TEXAS WORKFORCE COMMISSION. (11:03 AM)

**Clerk's Note:** Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### PUBLIC HEARINGS

- 3. RECEIVE COMMENTS ON 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. (COMMISSIONER GÓMEZ) (ACTION ITEM #18) (9:29 AM)

**Clerk’s Note:** The Court without objection opened the Public Hearing.

**Members of the Court heard from:** Tom Weber, Environmental Quality Program Manager, Transportation and Natural Resources (TNR); Greg Rock, Technical Services Manager, Synagro Technologies, Inc; Chuck Simmons, Senior Technical Services Manager, Synagro Technologies, Inc.; Eirasema Torres, Travis County Resident; Maria Reyes, Travis County Resident; Jasmine Aguilar, Travis County Resident; and Morris Priest, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to close the Public Hearing.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

### CITIZENS COMMUNICATION

**Members of the Court heard from:** Sandra Kirk, Director, Heritage Society of Austin; Linda Team, Director, Heritage Society of Austin; Mandy Dealey, President, Heritage Society of Austin; Jim Harrington; Director, Civil Rights Project; Maria, Civil Right Project Client; Edna Yang, General Counsel, American Gateways; Jacqueline Watson, Immigration Attorney, Hines and Leigh; Major Darren Long, Jail Administrator, TCSO; Maurice Priest, Travis County Resident; Ronnie Gjemre, Travis County Resident; Joe Gieselman, Executive Manager, TNR; and Mary Aleshire, Travis County Resident. (10:19 AM)

## CONSENT ITEMS

**Members of the Court heard from:** Gillian Porter, Commissioners Court Specialist; and Mary Etta Gerhardt, Assistant County Attorney.

**Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve the following Consent Items:** C1-C5 and Items 2, 5, 6.A&B, 7, 8, 9, 11, 12.A&B, 13, 14, 15, 16, 17.A&B, 20, 24, 25, 29, 30.A&B, 35, and 36. (11:03 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF AUGUST 17, 2010.
- C4. 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 FOOT 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 THREE. (COMMISSIONER HUBER)
- C5. 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.

## INTRODUCTIONS

4. INTRODUCE PREMA GREGERSON, THE NEW ASSISTANT COUNTY ATTORNEY FOR THE HEALTH SERVICES DIVISION. (10:59 AM)

**Members of the Court heard from:** Prema Gregerson, Assistant County Attorney; and James W. Collins, Executive Assistant, Travis County Attorney's Office.

Discussion only. No formal action taken.

## ADMINISTRATIVE OPERATIONS ITEMS

5. 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. (11:03 AM)

**Clerk's Note:** Item 5 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 THE FOLLOWING ITEMS FOR HUMAN RESOURCES MANAGEMENT DEPARTMENT: (11:03 AM)
  - A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND
  - B. 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.

**Clerk's Note:** Items 6.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. 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.  
(11:03 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted that by approving Item 7 the Court waives all fees.

8. 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.  
(11:03 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted that by approving Item 8 the Court have agreed to a 50% discount in the fees for a total of \$450.00; and an understanding that the custodial work will be undertaken by the Central Texas Rabbit Club.

## JUSTICE AND PUBLIC SAFETY ITEMS

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE REVISED EMERGENCY OPERATIONS PLAN REPLACING PREVIOUSLY ADOPTED PLAN WITH SCRIVENER'S ERROR ON PAGE TWENTY-FIVE.  
(11:03 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.

## PURCHASING OFFICE ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING COUNTY PROPERTY AT 700 LAVACA STREET: (2:59 PM) (3:46 PM) (6:23 PM)
  - A. THE USE OF EXTERNAL PROJECT MANAGEMENT FOR THE PROJECT IN WHOLE OR PART;
  - B. SCOPE OF SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES;
  - C. DIRECTIONS ON HOW TO PROCEED TOWARD ISSUANCE OF A REQUEST FOR QUALIFICATIONS, NO. Q100247RV; AND
  - D. APPROPRIATE CONSTRUCTION DELIVERY METHODS.

**Clerk's Note:** Judge Biscoe announced that Items 10.A-D would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Members of the Court heard from:** Cyd Grimes, Travis County Purchasing Agent; Ken Gaede, Project Manager, Facilities Management; Leslie Stricklan, Project Manager, Facilities Management; Roger El Khoury, Director, Facilities Management; and John Hille, Assistant County Attorney.

Discussion only. No formal action taken.

Items 10.A-D to be reposted September 7, 2010.

- 11. APPROVE AMENDMENT OF 2010 RENEWAL TERM MAXIMUM AMOUNTS (MODIFICATION NO. 6) FOR INTERLOCAL AGREEMENT NO. IL070037RE, AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, D/B/A AUSTIN TRAVIS COUNTY INTEGRAL CARE, FOR SYSTEM OF CARE SERVICES. (11:03 AM) (6:28 PM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge requested that his vote be recorded as abstaining for Item 11.

**Motion by Judge Biscoe and seconded by Commissioner Huber to reconsider Item 11.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**Motion by Commissioner Davis and seconded by Commissioner Huber to approve Item 11.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	abstain
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 Court noted that the County Judge needs to abstain as his spouse work for Austin/Travis County Integral Care.



12. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING UPGRADES TO MAIN CONTROL PANEL AT THE COUNTY JAIL CENTRAL BOOKING AS FOLLOWS: (11:03 AM)

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; AND

B. APPROVE CONTRACT AWARD FOR MAIN CONTROL PANEL UPGRADE AT THE CENTRAL BOOKING FACILITY FROM SECURE CONTROL SYSTEMS, LLC.

**Clerk's Note:** Items 12.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07T000060J, ARTHUR J. GALLAGHER, FOR AVIATION INSURANCE COVERAGE. (11:03 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO.1) TO CONTRACT NO. IL040278ML, AUSTIN STATE HOSPITAL. (11:03 AM)

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. 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. (11:03 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 WORK ORDER NO. 2010-01 TO INTERLOCAL AGREEMENT WITH AUSTIN ENERGY, NO. IL000106JG, FOR ENERGY SERVICES. (11:03 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 CONTRACT AWARD FOR FISCAL YEAR 2010 HMAC OVERLAY PROGRAM, IFB NO. B100253JE, TO THE LOW BIDDERS AS FOLLOWS:  
(11:03 AM)

A. APAC-TEXAS, INC., GROUP'S A, B, C & D (PRECINCTS 1 THRU 4); AND

B. RAMMING PAVING COMPANY, LTD, GROUP'S E, F & G (LCRA/TRAVIS COUNTY PARKS PROJECTS, CITY OF LAKEWAY AND CITY OF ROLLINGWOOD, RESPECTIVELY).

**Clerk's Note:** Items 17.A&B 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**

18. CONSIDER AND TAKE APPROPRIATE ACTION ON 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. (COMMISSIONER GÓMEZ)  
(9:29 AM)

**Clerk's Note:** Item 18 is the action item for the public hearing on Agenda Item 1.

Item 18 postponed until September 7, 2010.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ISSUES: (2:05 PM)

A. RECOMMENDATIONS FROM THE TRAVIS COUNTY VEHICLE USERS COMMITTEE;

B. REQUESTS BY CONSTABLES FOR VEHICLES AND EQUIPMENT COMPARABLE TO THE SHERIFF'S OFFICE; AND

C. MOBILE RADIO REPLACEMENTS.

**Members of the Court heard from:** Don Ward, Director, Road Maintenance and Fleet Services, TNR; Mike Joyce, Fleet Manager, TNR; Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO); Lieutenant Shane Poole, Complex Security, TCSO; Cyd Grimes, Travis County Purchasing Agent; Stacy Suits, Chief Deputy, Constable Precinct 3; Danny Thomas, Constable Precinct 1; Adan Ballesteros, Constable, Precinct 2; Richard McCain, Constable, Precinct 3; Chief Deputy Howard, Constable Precinct 1; and Chief Deputy Morales, Constable Precinct 2.

Discussion only. No formal action taken.

Items 19.A-C will be reposted for a Work Session in October, 2010.

20. 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. (COMMISSIONER ECKHARDT) (11:03 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION RELATING TO THE COUNTERFEIT MOTOR VEHICLE INSPECTION CERTIFICATE PROGRAM (CMVIP): (11:26 AM)
- A. RECEIVE 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 GRANT FUNDS TO THE CMVIP TO IDENTIFY VEHICLES THAT HAVE COUNTERFEIT STATE INSPECTION CERTIFICATES.

**Members of the Court heard from:** Adele Noel, Air Quality Project Manager, TNR; Major Phyllis Clair, TCSO; Jon White, Natural Resources Program Manager, TNR; and Stacy Suits, Chief Deputy, Constable Precinct 3.

**Motion by Judge Biscoe and seconded by Commissioner Huber** that we approve 21.B by granting the request to extend this program through August 31, 2011.

**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

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve Item 21.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

Item 21.A was discussion only. No formal action taken.

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON PROCESS TO SELECT A FIRM TO PERFORM PROFESSIONAL ENVIRONMENTAL MONITORING SERVICES IN THE COLORADO RIVER CORRIDOR. (11:09 AM)

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; Cyd Grimes, Travis County Purchasing Agent; and Richard McDonald, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** to approve the issuance of an RFP or RFQ or both as appropriate.

**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

- 23. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FUNDING SOURCE OF SELECTED POSITIONS IN THE CAPITAL IMPROVEMENTS PROGRAM. (9:17 AM)

Item 23 postponed until September 7, 2010.

- 24. 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). (COMMISSIONER HUBER) (11:03 AM)

**Clerk’s Note:** Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court’s Motion and Vote.

- 25. 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 THREE. (COMMISSIONER HUBER) (11:03 AM)

**Clerk’s Note:** Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court’s Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(3:46 PM) (6:23 PM)

- A. PROPOSAL TO AMEND CHAPTER 82, TRAVIS COUNTY CODE, TO ADOPT TEMPORARY SUBDIVISION PLAT APPROVAL REQUIREMENTS REGARDING THE AVAILABILITY AND PROTECTION OF GROUNDWATER FROM THE TRINITY GROUP AQUIFERS (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY); AND
- B. SETTING A PUBLIC HEARING ON TUESDAY, OCTOBER 12, 2010 TO RECEIVE COMMENTS REGARDING AN AMENDMENT TO CHAPTER 82, TRAVIS COUNTY CODE, TO ADOPT TEMPORARY SUBDIVISION PLAT APPROVAL REQUIREMENTS REGARDING THE AVAILABILITY AND PROTECTION OF GROUNDWATER FROM THE TRINITY GROUP AQUIFERS.

**Clerk's Note:** Judge Biscoe announced that Item 26.A 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 Huber** that we approve Item 26.B, which is to set a public hearing for October 12, 2010; that we give notice of the public hearing in the appropriate newspapers, as we normally do, put it on the County website, and take other appropriate steps that we normally take in preparation for a democratic, open, fair-minded public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Item 26.A was discussion only. No formal action taken.

## HEALTH AND HUMAN SERVICES DEPT. ITEMS

27. 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). (11:07 AM)

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 27.**

**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

28. 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. (11:07 AM)

**Motion by Judge Biscoe and seconded by Commissioner Huber to approve Item 28.**

**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

## PLANNING AND BUDGET DEPT. ITEMS

29. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (11:03 AM)

**Clerk's Note:** Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

30. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(11:03 AM) (6:29 PM)

A. ANNUAL CONTRACT WITH AUSTIN/TRAVIS COUNTY INTEGRAL CARE TO CONTINUE 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.

**Clerk's Note:** Items 30.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Motion by Commissioner Eckhardt and seconded by Commissioner Huber to reconsider Item 30.A.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**Motion by Commissioner Huber and seconded by Commissioner Davis to approve Item 30.A.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	abstain
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 Court noted that the County Judge needs to abstain as his spouse works for Austin/Travis County Integral Care.



- 31. RECEIVE PRESENTATION FROM THE BROADDUS AND ASSOCIATES TEAM REGARDING THE CIVIL AND CRIMINAL COURTS PROGRAM FOR THE CENTRAL CAMPUS NEEDS ASSESSMENT AND MASTER PLAN AND TAKE APPROPRIATE ACTION. (1:45 PM)

**Members of the Court heard from:** Rodney Rhoades, Executive Manager, PBO; The Honorable Lora Livingston, Judge, 261<sup>st</sup> District; The Honorable John K. Dietz, Judge, 250<sup>th</sup> District Court; The Honorable Eric Shepperd, Judge, County Court at Law Number Two; Steven Coulston, Vice President, Planning, Broaddus and Associates; and Belinda Powell, Capital Planning Coordinator, PBO.

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve the recommendations.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**OTHER ITEMS**

- 32. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING APPOINTMENT OF CHAIR PERSONS AND FUNDRAISING STRATEGY FOR COMBINED CHARITIES 2010 CAMPAIGN. (JUDGE BISCOE) (3:46 PM)

Item 32 postponed until September 7, 2010.

- 33. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON A FIRST DRAFT OF THE TRAVIS COUNTY LEGISLATIVE INITIATIVES FOR THE 82<sup>ND</sup> TEXAS LEGISLATURE. (3:46 PM)

Item 33 postponed until September 7, 2010.

- 34. RECEIVE AND DISCUSS THE FOURTH REVENUE ESTIMATE FOR THE FISCAL YEAR 2011 BUDGET PROCESS. (11:50 AM)

**Members of the Court heard from:** Blain Keith, Chief Assistant County Auditor, Travis County Auditor's Office.

Discussion only. No formal action taken.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY TRAVIS COUNTY SHERIFF'S OFFICE TO TAKE ONE COUNTY VEHICLE TO NEW ORLEANS, LOUISIANA FOR TRAINING PURPOSES TO ATTEND THE NATIONAL CENTER FOR VICTIMS OF CRIME 2010 NATIONAL CONFERENCE IN SEPTEMBER 2010. (11:03 AM)

**Clerk's Note:** Item 35 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

36. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF JULY 2010. (11:03 AM)

**Clerk's Note:** Item 36 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

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.

37. 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. <sup>1</sup> (3:46 PM) (6:24 PM)

**Clerk's Note:** Judge Biscoe announced that Item 37 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 to accept \$2,623.50, and authorize the County Judge to sign the release on behalf of the Court.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

38. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO MACKENZIE ANGLIN AND ELEANOR ANGLIN. <sup>1</sup>  
(3:46 PM) (6:24 PM)

**Clerk's Note:** Judge Biscoe announced that Item 38 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 accept \$2,050.85 to cover Eleanor's travel by Star Flight for transportation; and that we accept \$2,099.03 for Mackenzie as offered by their attorney.

**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

39. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND 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). <sup>1</sup> (3:46 PM) (6:5 PM)

**Clerk's Note:** Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

40. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER IN MERILEE PETERSON V. TRAVIS COUNTY. <sup>1</sup> (3:46 PM) (6:26 PM)

**Clerk's Note:** Judge Biscoe announced that Item 40 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 Huber** that we reject the settlement offer.

**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

41. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PURCHASE OF OPEN SPACE LAND IN PRECINCT ONE. (COMMISSIONER DAVIS) <sup>1 AND 2</sup>  
(3:46 PM) (6:26 PM)

**Clerk's Note:** Judge Biscoe announced that Item 41 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.

42. CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES REGARDING THE LEASE AND SPACE FOR TRAVIS COUNTY DISTRICT ATTORNEY AT 700 LAVACA. <sup>1 AND 2</sup> (3:46 PM) (6:26 PM)

**Clerk's Note:** Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Members of the Court heard from:** David Escamilla, Travis County Attorney.

Discussion only. No formal action taken.

Item 42 to be reposted September 7, 2010.

43. CONSIDER AND TAKE APPROPRIATE ACTION ON NOTICE FROM THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE OF DECISION TO CANCEL AND/OR MODIFY AGREEMENT AND APPROVED BUDGET WITH TRAVIS COUNTY REGARDING SMART BEDS. <sup>1</sup> (3:46 PM) (6:27 PM)

**Clerk's Note:** Judge Biscoe announced that Item 43 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

**Clerk's Note:** The County Judge noted that Item 43 will be posted for an open Court discussion Tuesday, September 7, 2010. Dr. Geraldine Nagy, Director, Adult Probation, Community Supervision and Corrections Department (CSCD) will be invited.

44. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. <sup>1 AND 2</sup> (3:46 PM) (6:27 PM)

**Clerk's Note:** Judge Biscoe announced that Item 44 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.

Item 44 to be reposted September 7, 2010.

### ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR A RESOLUTION IN SUPPORT OF AN ENTERPRISE PROJECT DESIGNATION FOR FREESCALE CONDUCTOR INC. UNDER THE TEXAS ENTERPRISE ZONE ACT. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN 551.071, CONSULTATION WITH ATTORNEY AND GOV'T CODE ANN 551.087, ECONOMIC DEVELOPMENT NEGOTIATIONS) (9:18 AM)

Item A1 pulled from the Agenda.

**ADJOURNMENT**

**Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session (6:30 PM)**

<b>Motion carried: County Judge Samuel T. Biscoe</b>	<b>yes</b>
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**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

Travis County Commissioners Court Agenda Request


C4

Voting Session Tuesday, November 2, 2010  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of October 19, 2010**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.



## MINUTES OF MEETING OCTOBER 19, 2010

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 19<sup>th</sup> day of October 2010, the Commissioners' Court convened the Voting Session at 9:16 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:29 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:40 PM and adjourned at 1:40 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:41 PM and adjourned at 1:41 PM.

The Commissioners Court reconvened the Voting Session at 1:42 PM.

The Commissioners Court retired to Executive Session at 2:43 PM.

The Commissioners Court reconvened the Voting Session at 5:37 PM.

The Commissioners Court retired to Executive Session at 5:39 PM.

The Commissioners Court reconvened the Voting Session at 6:04 PM.

The Commissioners Court adjourned the Voting Session at 6:04 PM.

PUBLIC HEARINGS

- 1. RECEIVE COMMENTS ON A REVISED PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOTS 1, 2 AND 3, TRAVIS BLUFF (SHORT FORM PLAT – 2 LOTS – 4.51 ACRES – HAYNIE FLAT ROAD – NO FISCAL REQUIRED WITH TRAVIS COUNTY – WATER TO BE PROVIDED BY A PRIVATE COMMUNITY WELL – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC – LCRA). (COMMISSIONER HUBER) (ACTION ITEM #8) (9:16 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 8 for a summary of the action item.

**Motion by Judge Biscoe and seconded by Commissioner Huber to open the public hearing.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**Members of the Court heard from:** Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

**Motion by Commissioner Huber and seconded by Judge Biscoe to close the public hearing.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**CITIZENS COMMUNICATION**

**Members of the Court heard from:** Gus Peña, Travis County Resident; Florencio Soliz, Chief, Emergency Services District # 4 (ESD # 4); Andrew Alvarez, Firefighter Cadet Class 11; Frankie Alvarez, Firefighter Cadet Class 11; Jacob Austin, Firefighter Cadet Class 11; Gilbert Banda, Firefighter Cadet Class 11; Iesha Castro-Soliz, Firefighter Cadet Class 11; Anthony Cortes, Firefighter Cadet Class 11; Michael Cortes, Firefighter Cadet Class 11; Cindy Dominguez, Firefighter Cadet Class 11; William Fritzing, Firefighter Cadet Class 11; Adam Garza, Firefighter Cadet Class 11; Alan Kouri-Ordieres, Firefighter Cadet Class 11; Russell Lineham, Firefighter Cadet Class 11; Josephine Mata, Firefighter Cadet Class 11; Isaac Monteleone, Firefighter Cadet Class 11; Moises Rodriguez, Firefighter Cadet Class 11; Mason Royal, Firefighter Cadet Class 11; Juan Serrano, Firefighter Cadet Class 11; Albert Suarez, Firefighter Cadet Class 11; Zachary Wats, Firefighter Cadet Class 11; Christopher Westra, Firefighter Cadet Class 11; John Wilkins, Firefighter Cadet Class 11; John K. Kim, Travis County Resident; Morris Priest, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:18 AM)

**CONSENT ITEMS**

**Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve the following Consent Items:** C1-C7 and Items 4, 5, 6, 7, 8, 9, 10.A-C, 12, 13, 14, 15, 16, 17, and 20. (9:33 AM)

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF SEPTEMBER 28, 2010.
- C4. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE SPECIAL VOTING SESSION OF SEPTEMBER 30, 2010.

CONSENT ITEMS CONTINUED

- C5. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF OCTOBER 5, 2010.
- C6. APPROVE SETTING A PUBLIC HEARING FOR NOVEMBER 23, 2010 TO RECEIVE COMMENTS REGARDING A REQUEST TO APPROVE A TOTAL PLAT VACATION IN PRECINCT THREE: TOTAL PLAT VACATION OF THE AMENDED PLAT OF LOTS 14 AND 15, BLOCK K, HILL COUNTRY PHASE II-A (2.554 ACRES – 6900 BRIGHT STAR LANE – WATER IS PROVIDED BY CITY OF AUSTIN AND WASTEWATER IS PROVIDED BY ON-SITE SEPTIC – CITY OF AUSTIN ETJ). (COMMISSIONER HUBER)
- C7. APPROVE SETTING A PUBLIC HEARING FOR NOVEMBER 23, 2010 TO RECEIVE COMMENTS ON A REVISED PLAT IN PRECINCT THREE: REVISED PLAT OF LOTS 16-23, LAKE SHORE RANCH SUBDIVISION #1 (SHORT FORM PLAT – 1 LOT – 4.944 ACRES – TRAVIS CIRCLE – NO FISCAL REQUIRED WITH TRAVIS COUNTY – WATER TO BE PROVIDED BY AN EXISTING ON-SITE PRIVATE WELL – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC – LCRA). (COMMISSIONER HUBER)

RESOLUTIONS AND PROCLAMATIONS

- 2. APPROVE PROCLAMATION DECLARING OCTOBER 17 THROUGH 23, 2010 AS "NATIONAL SAVE FOR RETIREMENT WEEK" IN TRAVIS COUNTY. (9:36 AM)

**Members of the Court heard from:** Norman McRee, Financial Analyst, Lead, Human Resources Management Department (HRMD); and Diane Blankenship, Director, HRMD.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve the Proclamation in Item 2.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

### JUSTICE AND PUBLIC SAFETY ITEMS

- 3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUESTS FROM LOCAL HOSPITALS FOR STATIONING OF AVAILABLE STAR FLIGHT AIRCRAFT. (2:13 PM)

**Members of the Court heard from:** Danny Hobby, Executive Manager, Travis County Emergency Services; Charles Barnett, President and CEO, Seton Family of Hospitals; Dr. Pat Crocker, Chief of Emergency Medicine, Dell Children's Medical Center of Central Texas; and Mark Clayton, Senior Vice President, St. David's Healthcare.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** that we go along with Staff's recommendation and enter into an agreement with Seton Family of Hospitals where we place the helicopter at Dell Children's Hospital in exchange for five payments that total \$3.2 M.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	no
Precinct 4, Commissioner Margaret J. Gómez	yes

- 4. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE FISCAL YEAR 2010 CHAPTER 59 ASSET FORFEITURE REPORT FROM THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE. (9:33 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.

**Clerk's Note:** The Court noted that no assets were seized in FY 2010.

### PURCHASING OFFICE ITEMS

- 5. APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, DESIGN OF ONION CREEK GREENWAY, PHASE I, RFQ NO. Q100146-LP, TO THE HIGHEST QUALIFIED RESPONDENT, RVI PLANNING. (9:33 AM)

**Clerk's Note:** Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. APPROVE CONTRACT AWARD FOR ELEVATOR MAINTENANCE AND INSPECTION SERVICES, IFB NO. B110001-LD, TO THE LOW BIDDER, EMR, INC. (9:33 AM)

**Clerk's Note:** Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 07T00173VC, SECURUS TECHNOLOGIES, INC., FOR INMATE PAY PHONE SERVICES. (9:33 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON A REVISED PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOTS 1, 2 AND 3, TRAVIS BLUFF (SHORT FORM PLAT – 2 LOTS – 4.51 ACRES – HAYNIE FLAT ROAD – NO FISCAL REQUIRED WITH TRAVIS COUNTY – WATER TO BE PROVIDED BY A PRIVATE COMMUNITY WELL – SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC – LCRA). (COMMISSIONER HUBER) (9:33 AM)

**Clerk's Note:** Item 8 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE LICENSE AGREEMENT WITH VIOLET CROWN SPORTS ASSOCIATION TO HOLD A BIKE RACE AT WEBBERVILLE PARK. (COMMISSIONER DAVIS) (9:33 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 THE FOLLOWING IN PRECINCT TWO: (9:33 AM)
  - A. WELLS BRANCH CENTER REVISED PRELIMINARY PLAN (PRELIMINARY PLAN -15 LOTS -45.58 ACRES -IH-35 FRONTAGE ROAD - FISCAL IS NOT REQUIRED WITH THE PRELIMINARY PLAN -WATER AND SEWAGE SERVICE TO BE PROVIDED BY THE CITY OF AUSTIN -CITY OF AUSTIN ETJ);
  - B. AN ALTERNATIVE FISCAL AGREEMENT FOR WELLS BRANCH CENTER FINAL PLAT; AND
  - C. A TRAVIS COUNTY CONSTRUCTION AGREEMENT FOR WELLS BRANCH CENTER FINAL PLAT. (COMMISSIONER ECKHARDT)

**Clerk's Note:** Items 10.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

AT 9:30 A.M.

- 11. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN AMENDMENT TO CHAPTER 82, TRAVIS COUNTY CODE, TO ADOPT TEMPORARY SUBDIVISION PLAT APPROVAL REQUIREMENTS REGARDING THE AVAILABILITY AND PROTECTION OF GROUNDWATER FROM THE TRINITY GROUP AQUIFERS. (9:42 AM)

**Members of the Court heard from:** Anna Bowlin, Program Manager, Planning and Engineering, TNR; Tom Weber, Environmental Quality Program Manager, TNR; Jimmy Skipton, President, Hayes Trinity Groundwater Conservation District; Todd Reimers, Travis County Landowner; John Dupnik, Geoscientist, Barton Springs Edwards Aquifer Conservation District; Gene Lowenthal, President, Hamilton Pool Scenic Corridor Coalition; Bill Bunch, Save Our Springs (SOS); Morris Priest, Travis County Resident; Ted Stewart, Travis County Landowner; and Tom Nuckols, Assistant County Attorney.

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt** that we put in place the proposed interim rule, Chapter 82, and launch the stakeholder and review process for our rules related to groundwater availability, and accept the language in the proposed order.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**Clerk's Note:** The Court directed Staff to follow the proposed timeline on the review process which was included in the back up documentation.

**HEALTH AND HUMAN SERVICES DEPT. ITEMS**

- 12. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE THE APPOINTMENT OF ANNA LISA FAHRENTHOLD TO THE EARLY CHILDHOOD COUNCIL. (9:33 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.



### PLANNING AND BUDGET DEPT. ITEMS

13. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:33 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### ADMINISTRATIVE OPERATIONS ITEMS

14. 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 \$486,507.45 FOR THE PERIOD OF OCTOBER 1 TO OCTOBER 7, 2010. (9:33 AM)

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:33 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. CONSIDER AND TAKE APPROPRIATE ACTION ON TECHNICAL CORRECTIONS TO THE 2011 CLASSIFIED PAY SCALE. (9:33 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT TO USE THE OLD COUNTY JAIL IN THE HEMAN SWEATT COURTHOUSE TO FILM SCENES FOR AN INDEPENDENT FILM PRODUCTION ON OCTOBER 26 THROUGH 29, 2010. (9:33 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(1:43 PM)

- A. REPORT ON THE HOUSE COUNTY AFFAIRS COMMITTEE HEARING IN SAN ANTONIO ON TUESDAY, OCTOBER 12, 2010;
- B. ADOPTION OF POLICIES AND PROCEDURES FOR DETERMINING, MONITORING AND ADVANCING THE TRAVIS COUNTY LEGISLATIVE AGENDA FOR THE 82<sup>ND</sup> TEXAS LEGISLATURE (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY); AND
- C. ADOPTION OF THE TRAVIS COUNTY LEGISLATIVE AGENDA DOCUMENT FOR THE 82<sup>ND</sup> TEXAS LEGISLATURE.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; and Susan Spataro, Travis County Auditor.

**Motion by Commissioner Eckhardt and seconded by Judge Biscoe** to approve Item 18.B, it's a good clean document.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt** to approve Item 21.C.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court noted that the document for Item 18.C is fluid and that there may be changes made during the legislative session.

Item 18.A discussion only. No formal action taken.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE TRAVIS COUNTY CONSTABLE PRECINCT THREE TO PURCHASE A CHEVY VAN (VIN NUMBER 1GCEG25H9K7169133) FOR \$1,000.00 FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY. (1:59 PM) (2:43 PM) (5:38 PM)

**Clerk's Note:** Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.076, Security.

**Members of the Court heard from:** Stacy Suits, Chief Deputy, Constable Precinct 3; John Hille, Assistant County Attorney; Jim Connolly, Assistant County Attorney; and Mike Joyce, Fleet Manager, TNR.

**Motion by Judge Biscoe to approve Item 19.**

**Clerk's Note:** Motion Dies for lack of a Second.

**Clerk's Note:** No action taken on Item 19.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST FROM LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AND MARBLE FALLS INDEPENDENT SCHOOL DISTRICT TO APPROVE THEIR JOINT RESOLUTION OF MAY 24, 2010, EQUITABLY ALLOCATING THE INDEBTEDNESS BETWEEN SAID SCHOOL DISTRICTS, PER TEXAS EDUCATION CODE SECTION 13.004, FOLLOWING DETACHMENT AND ANNEXATION OF CERTAIN PROPERTY IN THE PALEFACE RANCH SUBDIVISION. (COMMISSIONER HUBER) (9:30 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 this agreement will bring financial benefits to Lake Travis Independent School District.

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING COUNTY PROPERTY AT 700 LAVACA STREET: (1:42 PM)
- A. THE USE OF EXTERNAL OR INTERNAL PROJECT MANAGEMENT FOR THE PROJECT IN WHOLE OR PART;
  - B. SCOPE OF SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES; AND
  - C. DIRECTIONS ON HOW TO PROCEED TOWARD ISSUANCE OF A REQUEST FOR QUALIFICATIONS, NO. Q100247RV, AND SELECTION PROCESS.

Items 21.A-C postponed until October 26, 2010.

**AT 10:00 A.M.**

22. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REPORT FROM TRAVIS COUNTY CHIEF ELECTIONS OFFICER ON RECOMMENDATIONS FROM STUDY GROUP REGARDING CURRENT AND FUTURE VOTING SYSTEMS. (10:46 AM)

**Members of the Court heard from:** Dana DeBeauvoir, Travis County Clerk; Annette Lovoi, Member, Elections Study Group and Austin Independent School District Board of Trustees; Bruce Leach, Member, Elections Study Group and Chair, Elections Committee, Travis County Republican Party; James W. Collins, Member, Elections Study Group; Shirley Gentry, Member, Elections Study Group and City Clerk, City of Austin; Ronnie Gjemre, Travis County Resident; Clint Smith, Member, Elections Study Group and Grey Panthers; Karen Rennick, Member, Elections Study Group and Founder and Co-Director, VoteRescue; Vicky Karp, Co-Director, VoteRescue; Dorothy Erminger, Travis County Resident; Rae Nalder-Olenick, Fluoride Free Austin; Bill Stout, Member, Elections Study Group and Green Party; Fidel Acevedo, Member, Elections Study Group and President, Local 4860, League of United Latin American Citizens (LULAC); Russell Doyle, Travis County Resident; James Burnett, Travis County Resident; and Nancy Robbins, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt:**

- Accept and approve the study group's report and recommendations, which includes move to a paper ballot system with electronic tally as soon as possible
- Implement this after the 2012 Presidential Election for the reason stated by the study group
- Continue to use the current system
- Add vote centers as soon as possible with no adverse impact on polling precincts, so at the appropriate time we'll review that
- The County Clerk continue to write and refine voting system specifications, that that be completed as soon as possible
- Commissioners Court be kept informed, and let us express our full appreciation to all members of the study group.

**A Friendly Amendment to the previous Motion was offered by Commissioner Eckhardt that the paper ballot be verified sooner than 2012.**

**Acceptance of the Friendly Amendment was made by Judge Biscoe.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	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

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.

- 23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REDUCTION IN FORCE FOR SLOT 13, CONSTABLE PRECINCT THREE. <sup>1 AND 3</sup> (5:39 PM) (6:04 PM)

**Clerk's Note:** Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Commissioner Eckhardt and seconded by Judge Biscoe** that the employee in Slot 13 of the Travis County Constable's Office Precinct 3 receive the benefits detailed in the Travis County Reduction in Force Policy, Section 10.017, and that that employee therefore receive 22 days of compensation, which will be calculating it from the time of written notice.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 24. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO KAMDEN SPACEK. <sup>1</sup> (5:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 24 was postponed until October 26, 2010.

25. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE OFFER TO SETTLE TRAVIS COUNTY'S CLAIMS AGAINST DANIEL VENCES AND OLGA HERNANDEZ FOR DAMAGES TO A GUARDRAIL. <sup>1</sup> (5:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 25 was postponed until October 26, 2010.

26. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN GEORGE GIKAS V. TRAVIS COUNTY, LESTER MEIER RODEO COMPANY AND TEXAS STYLE PROFESSIONAL EVENT PLANNERS INC. <sup>1</sup> (5:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 26 was postponed until October 26, 2010.

27. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LEASE AGREEMENTS AT 700 LAVACA WITH BRUCE A. LIPSHY D/B/A LIPSHY & ESCAMILLA, LLP. <sup>1 AND 2</sup> (5:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 27 was postponed until October 26, 2010.

28. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. <sup>1 AND 2</sup> (5:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 28 was postponed until October 26, 2010.

AT 2:30 P.M. OR UPON ADJOURNMENT OR RECESS OF THE COMMISSIONERS COURT

- 29. CONDUCT HEARING AND TAKE APPROPRIATE ACTION ON APPEAL FROM JUNE 18, 2010 TRAVIS COUNTY GRIEVANCE PANEL DECISION IN SERGIO FLORES V. CONSTABLE RICHARD MCCAIN, PRECINCT THREE, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K). <sup>1 AND 3</sup> (2:43 PM) (5:37 PM)

**Clerk's Note:** Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

**Motion by Judge Biscoe and seconded by Commissioner Huber** that we delay a decision until next week, Tuesday, October 26, 2010, to give us an opportunity to work on various matters between now and then, and to mull over the evidence received today; and to give another Court Member who had to leave just before we terminated that discussion an opportunity to participate if she so chooses.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**ADDED ITEMS**

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL WITH THE TEXAS CONFERENCE OF URBAN COUNTIES FOR TRAVIS COUNTY TO PARTICIPATE AS A PLANNING PARTICIPANT IN THE DESIGN AND DEVELOPMENT OF AN ADULT CASE MANAGEMENT SYSTEM. (1:42 PM)

Item A1 was postponed until October 26, 2010.



- A2. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING TERMS AND CONDITIONS OF FINANCIAL INCENTIVES WITH SEMATECH. (EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (1:42 PM)

**Clerk's Note:** Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Clerk's Note:** The County Judge noted that Travis County did not have an agreement with Sematech, therefore, no action was required.

**ADJOURNMENT**

**Motion by Judge Biscoe and seconded by Commissioner Huber to adjourn the Voting Session. (6:04 PM)**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**MINUTES APPROVED BY THE COMMISSIONERS' COURT**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

1

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

Voting Session Tuesday, November 2, 2010  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County  
Road District No. 3 Minutes for the:  
  
Voting Session of October 19, 2010**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

**AGENDA REQUEST DEADLINE:** This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – OCTOBER 19, 2010

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 19<sup>th</sup> day of October 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:40 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:40 PM.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:40 PM)

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 1.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE MINUTES FOR THE FOLLOWING VOTING SESSIONS OF THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3: (1:40 PM)

A. SEPTEMBER 28, 2010; AND

B. OCTOBER 5, 2010.

**Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve Items 2.A&B.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## ADJOURNMENT

Motion by Commissioner Gómez and seconded by Commissioner Huber to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:40 PM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

### MINUTES APPROVED BY THE ROAD DISTRICT BOARD

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Date of Approval

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Samuel T. Biscoe, Travis County Judge

Board of Directors  
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, November 2, 2010  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Cave Road District  
No. 1 Minutes for the Voting Sessions of  
October 12 & 19, 2010.**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

**AGENDA REQUEST DEADLINE:** This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – OCTOBER 12, 2010

### TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 12<sup>th</sup> day of October 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:40 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:41 PM.

1. APPROVE THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSIONS OF JULY 20 AND JULY 27, 2010. (1:40 PM)

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 1.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	abstain
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## ADJOURNMENT

**Motion by Commissioner Gómez and seconded by Commissioner Huber to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria). (1:41 PM)**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

### MINUTES APPROVED BY THE ROAD DISTRICT BOARD

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Date of Approval

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Samuel T. Biscoe, Travis County Judge

## MINUTES OF MEETING – OCTOBER 19, 2010

### TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 19<sup>th</sup> day of October 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:41 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:41 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:41 PM)

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 1.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSION OF SEPTEMBER 28, 2010. (1:41 PM)

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 2.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



## ADJOURNMENT

**Motion by Commissioner Gómez and seconded by Commissioner Huber to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria). (1:40 PM)**

<b>Motion carried: County Judge Samuel T. Biscoe</b>	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

### MINUTES APPROVED BY THE ROAD DISTRICT BOARD

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**