Item 1



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Debbie Ties, Fire Marshal's Office, 854-6472 Elected/Appointed Official/Dept. Head: Hershel Lee, Fire Marshal Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

# BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments.

# STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

# **ISSUES AND OPPORTUNITIES:**

Enter Issues and Opportunities here

# FISCAL IMPACT AND SOURCE OF FUNDING:

No financial impact.

# **REQUIRED AUTHORIZATIONS:**

Hershel Lee Danny Hobby Cheryl Aker Cheryl Aker

Pending Pending Pending Pending COUNTY OF TRAVIS

§

§

§

STATE OF TEXAS

### ORDER LIFTING OUTDOOR BURNING BAN

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, Section 352.081of the Local Government Code further provides that an order prohibiting outdoor burning shall expire on the date that a determination is made by the commissioners court that the circumstances which necessitated the order no longer exist; and,

WHEREAS, on April 5, 2011, the Travis County Commissioners Court made a finding that circumstances present in the unincorporated area of Travis County created a public safety hazard that would be exacerbated by outdoor burning and approved an Order Prohibiting Outdoor Burning in the unincorporated area of Travis County; and,

WHEREAS, the Travis County Commissioners Court has determined that conditions in the unincorporated area of Travis County have improved as a result of recent rainfall and that the circumstances which necessitated the Order Prohibiting Outdoor Burning no longer exist;

NOW, THEREFORE, the Travis County Commissioners Court hereby LIFTS its Order of April 5, 2011, Prohibiting Outdoor Burning in the unincorporated areas of Travis County. Although conditions in the unincorporated area of Travis County have improved, the Commissioners Court urge all persons to use extreme caution and to obey all laws when burning outdoors.

ORDERED THIS 19th DAY OF APRIL, 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: \_\_\_\_

Samuel T. Biscoe, County Judge



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Edith Moreida, Commissioner Precinct 4 Office, 854-9444 Elected/Appointed Official/Dept. Head: Margaret J. Gómez, Precinct 4, Commissioner Sponsors: Commissioner Gómez

# AGENDA LANGUAGE:

Approve Resolution honoring the River City Youth Foundation's "Beacons of Light" (Los Faros de Luz) 28th Annual Youth Recognition Ceremony.

# **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Enter Background/Summary of Request and Attachments here

# FISCAL IMPACT AND SOURCE OF FUNDING:

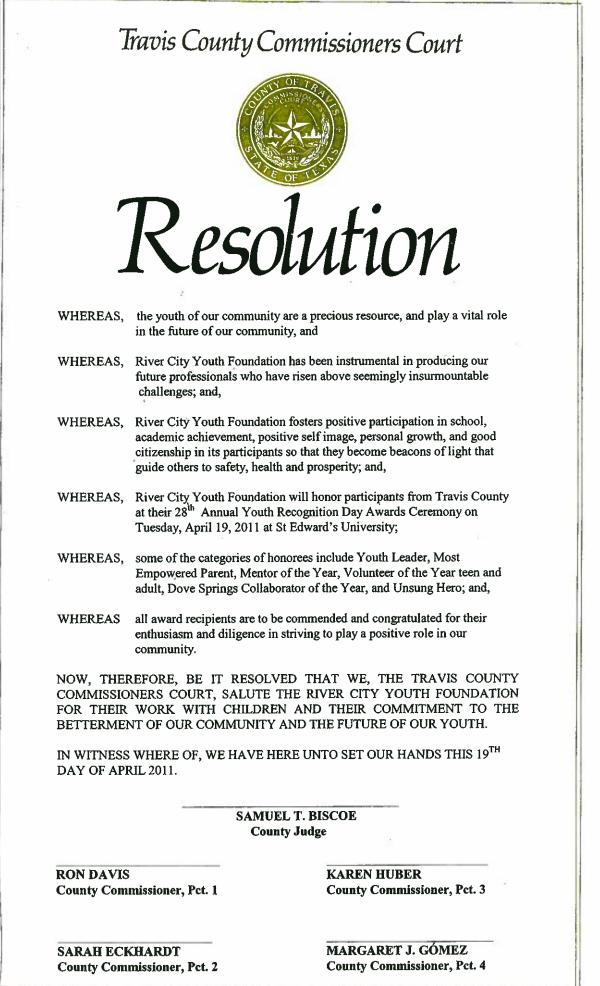
n/a

# **REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 4 Office Commissioner Precinct 4 Office County Judge's Office Commissioners Court Margaret J. Gómez Margaret J. Gómez Cheryl Aker Cheryl Aker

Completed Completed Pending Pending 04/12/2011 7:53 AM 04/12/2011 7:53 AM

# Item 3





# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Paul Scoggins, Transportation and Natural Resources, 854-9383 Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive Sponsors: Commissioner Davis

# AGENDA LANGUAGE:

Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Shadowglen Phase One, Section 1(A) - 4(A), Section 5, Section 6, Section 7, and Section 8 – five subdivisions within Precinct One.

# BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: NA.

## Summary and TNR Staff Recommendation

Shadowglen Phase One, Section 1(A) - 4(A) was recorded on May 13, 2003. Sections 5, 6, and 8 were recorded on October 21, 2004. Section 7 was recorded on March 30, 2005. These subdivisions have been inspected for conformance with approved plans and specifications as listed. These subdivisions will be accepted under the regulations of the <u>Standards for</u> <u>Construction of Streets and Drainage in Subdivisions</u> approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended.

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

Shadowglen Phase One, Section 1(A) - 4(A) is accessed from previously accepted portions of Shadowglen Boulevard and Shadowglen Trace. Shadowglen Phase One, Section 5, 6, and 8 are accessed through Shadowglen Phase One, Section 1(A) - 4(A), a subdivision that is being accepted as part of this agenda item. Shadowglen Phase One, Section 7 is accessed through Section 5, a subdivision being accepted as part of this agenda item. This action will add a total of <u>2.55</u> miles to the Travis County road system. TNR staff recommends approval of the proposed motion. Agenda Item

Meeting of April 19, 2011

# **Budgetary and Fiscal Impacts:**

None.

### Issues and Opportunities:

These sections of Shadowglen, Phase One have had conditional acceptance from a Travis County inspector for five plus years. However, sidewalk issues within the sections kept Travis County from moving forward with recommending the sections to Commissioners Court for acceptance. The developer/owner has since addressed the sidewalk issues and the staff is now ready to move forward. Staff will consider the five plus years as the warranty period for these sections of Shadowglen and will not require warranty period fiscal to remain. Staff will require sidewalk fiscal to remain posted if there are any un-constructed and/or un-inspected sidewalks.

### **Required Authorizations:**

Road Maintenance Department.

### **Exhibits:**

TNR Approval Letter (5) RAS Inspection Approval (2) TC MUD #2 Approval (5) List of streets (5) Requirements for Approval (5) Attached maps (5)

## FISCAL IMPACT AND SOURCE OF FUNDING: NA.

### **REQUIRED AUTHORIZATIONS:**

Transportation and Natural Resources Don Ward Transportation and Natural Resources Anna Bowlin Transportation and Natural Resources Carolyn Barrett Transportation and Natural Resources Cynthia McDonald Transportation and Natural Resources Transportation and Natural Resources **Commissioner Precinct 1 Office** County Judge's Office **Commissioners Court** 

Steven Manilla Carolyn Barrett Ron Davis Cheryl Aker Cheryl Aker

Completed Completed Completed Completed Pending Pending Pending Pending

Pending

04/07/2011 5:19 PM 04/07/2011 12:16 PM 04/08/2011 10:15 AM 04/08/2011 1:57 PM



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

#### APPROVAL OF CONSTRUCTION

DATE: March 15, 2011

#### **DEVELOPER:**

2010 ShadowGlen, LLC 7676 Woodway, Suite 104 Houston, TX 77063 ENGINEER:

Turner, Collie, & Braden Attn: Dan Edwards 400 West 15<sup>th</sup> Street, Suite 500 Austin, TX 78653

#### SUBJECT: Shadowglen Phase One, Section 1A – 4A "The Pods"

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

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

All items have been received Construction Inspector - Lucious Henderson TNR Engineering Specialist - Paul Scoggins

TNR Road Maintenance - Don W. Ward, P.E.



TRANSPORTATION AND NATURAL RESOURCES STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE 411 West 13th Street Executive Office Building P.O. Box 1748 Austin, Texas 78767 tel 512-854-983 fax 512-854-4649

#### APPROVAL OF CONSTRUCTION

DATE: March 15, 2011

#### **DEVELOPER:**

2010 ShadowGlen, LLC 7676 Woodway, Suite 104 Houston, TX 77063

#### **ENGINEER:**

Turner, Collie, & Braden Attn: Dan Edwards 400 West 15<sup>th</sup> Street, Suite 500 Austin, TX 78653

#### SUBJECT: Shadowglen Phase One, Section 5

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

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

All items have been received BY: **Construction Inspector - Lucious Henderson** TNRTNR Engineering Specialist - Paul Scoggins

TNR Road Maintenance - Don W. Ward, P.E.



TRANSPORTATION AND NATURAL RESOURCES STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE 411 West 13th Street Executive Office Building P.O. Box 1748 Austin, Texus 78767 tel 512-854-9383

#### APPROVAL OF CONSTRUCTION

DATE: March 15, 2011

#### **DEVELOPER:**

fax 512-854-4649

2010 ShadowGlen, LLC 7676 Woodway, Suite 104 Houston, TX 77063

#### **ENGINEER:**

Turner, Collie, & Braden Attn: Dan Edwards 400 West 15<sup>th</sup> Street, Suite 500 Austín, TX 78653

#### SUBJECT: Shadowglen Phase One, Section 6

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

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

All items have been received BY: **R** Construction Inspector – Lucious Henderson Engineering ₩cialist - Paul Scoggins

TNR Road Maintenance - Don W. Ward, P.E.



TRANSPORTATION AND NATURAL RESOURCES STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE 411 West 13th Street Executive Office Building P.O. Box 1748 Austin, Texas 78767 tel 512-854-9383

#### APPROVAL OF CONSTRUCTION

#### DATE: March 15, 2011

#### **DEVELOPER:**

fux 512-854-4649

2010 ShadowGlen, LLC 7676 Woodway, Suite 104 Houston, TX 77063

#### **ENGINEER:**

Turner, Collie, & Braden Attn: Dan Edwards 400 West 15<sup>th</sup> Street, Suite 500 Austin, TX, 78653

#### SUBJECT: Shadowglen Phase One, Section 7

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

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

All items have been received

BY:

**TNR Construction Inspector - Lucious Henderson** 

**TNR Engineering Specialist - Paul Scoggins** 

TNR Road Maintenance - Don W. Ward, P.E.



STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE 411 West 13th Street Executive Office Building P.O. Box 1748 Austin, Texas 78767 (el 512-854-9383 fax 512-854-4649

#### APPROVAL OF CONSTRUCTION

DATE: March 15, 2011

#### **DEVELOPER:**

2010 ShadowGlen, LLC 7676 Woodway, Suite 104 Houston, TX 77063

#### ENGINEER:

Turner, Collie, & Braden Attn: Dan Edwards 400 West 15<sup>th</sup> Street, Suite 500 Austin, TX 78653

#### SUBJECT: Shadowglen Phase One, Section 8

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

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

All items have been received

BY:

**Construction Inspector – Lucious Henderson** TNR

**TNR Engineering Specialist - Paul Scoggins** 

TNR Road Maintenance - Don W. Ward, P.E.

# Accessibility Design Associates

\$705 White Elm Orlve Auslin, Texas 78749

11/22/2010

Keith Faseler 2009 XIF, LLC 7676 Woodway, Ste 104 Houston, Texas 77063

#### Shadowglen, Sections 1A, 2A, 3A, 4A - Accessibility Compliance Re:

Mr. Paseler:

As you are aware I have inspected all completed sidewalks, drive aprons and curb ramps in the referenced subdivision sections for compliance with the Texas Accessibility Standards (TAS) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG), All violations noted in my original inspection report of these sections have been corrected. It is my professional opinion that the corrective modifications have resulted in "substantial compliance" with the referenced accessibility regulations.

Also let it be noted that project may not be subject to the some of the referenced standards and that this inspection was not conducted on the behalf of any regulatory agency but rather as a private consultant for the owner.

Sincerely,

Christopher F. Schexnayder, President Accessibility Design Associates, Inc. Registered Accessibility Specialist #37

lax 512,682,7401. 🔹 toll (me 600,660,8226. 🔹 Web ada-texas.com. 🔹 email ada@ada-texas.com.

# Accessibility Design Associates

4705 White Eim Drive Austin, Texas 78749

11/22/2010

Keith Faseler 2009 XIF, LLC 7676 Woodway, Ste 104 Houston, Texas 77063

#### Re: Shadowglen, Sections 5A, 6A, 7A and 8A - Accessibility Compliance

Mr. Faseler:

As you are aware I have inspected all completed sidewalks, drive aprons and curb ramps in the referenced subdivision sections for compliance with the Texas Accessibility Standards (TAS) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG). All violations noted in my original inspection report of these sections have been corrected. It is my professional opinion that the corrective modifications have resulted in "substantial compliance" with the referenced accessibility regulations.

Also let it be noted that project may not be subject to the some of the referenced standards and that this inspection was not conducted on the behalf of any regulatory agency but rather as a private consultant for the owner.

Sincerely,

Christopher F. Schexnayder, President Accessibility Design Associates, Inc. Registered Accessibility Specialist #37

lax 512.892.7401

÷

telephone 512.291 8470 .....

loù free 800,530.6226 🔹 web ada-rexas.com

email ada@ada-texas.com

ð.

#### SCHROEDER ENGINEERING COMPANY

1300 Guadalupe, Suite 101 Austin, Texas 78701 Phone (512) 469-7990 Fax (512) 499-0998

May 30, 2003

Mr. Keith Parkan, P.E. Cook-Steinman & Associates, Inc. 3018 North Lamar Blvd., Suite 200 Austin, Texas 78705

> Re: Travis County M. U. D. No. 2 ShadowGlen Phase One Sections 1A, 2A, 3A, and 4A

Dear Mr. Parkan:

I have received and reviewed the plans, specifications, contract, and construction documents for the water, wastewater and drainage facilities in the referenced subdivisions, which are within the boundaries of Travis County Municipal Utility District No. 2. The project is on the agenda of the next regular meeting of the board of directors on June 4, 2003 for consideration of acceptance of the completed water, wastewater and drainage facilities for operation and maintenance. Based on the documents and your concurrence letter dated May 28, 2003, I intend to recommend that the board accept the facilities as complete in substantial compliance with the plans and specifications.

Sincerely.

Ken Schroeden

Ken Schroeder, P.E. District Engineer

cc: Sue Brooks Littlefield - Armbrust & Brown, L.L.P.

January 21, 2005

Board of Directors Travis County M.U.D. No.2 c/o Armbrust & Browa, L.L.P. 100 Congress Avenue, Suite 1300 Austin, Texas 78701

> Re: Travis County Municipal Utility District No. 2 ShadowGlen Phase One Section 5

Dear Board Members:

I have now received all of the items required for the District's acceptance of the water, wastewater, and drainage facilities in the referenced subdivisions for operation and maintenance. As authorized by the Board, this letter serves as the District's approval and acceptance of the water, wastewater, and drainage facilities in the referenced subdivision for operation and maintenance.

Sincerely,

Arhoreden

Ken Schroeder, P.E. District Engineer

ec: Sue Brooks Littlefield -- Armbrust & Brown, L.L.P Margret Wingrove -- ECO Resources, Inc. Tim Early -- ShadowGlen Residential Community, Ltd. Jamie Hagen -- Cook-Steinman & Associates, Inc.

March 3, 2005

Board of Directors Travis County M.U.D. No.2 c/o Armbrust & Brown, L.L.P. 100 Congress Avenue, Suite 1300 Austin, Texas 78701

> Re: Travis County Municipal Utility District No. 2 ShadowGlén Phase One Section 6.

Dear Board Members:

I have new received all of the items required for the District's acceptance of the water, wastewater, and drainage facilities in the referenced subdivisions for operation and maintenance. As authorized by the Board, this letter serves as the District's approval and acceptance of the water, wastewater, and drainage facilities in the referenced subdivision for operation and maintenance.

Sincerely,

Ken Schroeder, P.E. District Engineer

cc: Sue Brooks Littlefield – Armbrust & Brown, L.L.P. Margret Wingrove – ECO Resources, Inc. Tim Early – ShadowGlen Residential Community, Ltd. Jamie Hagen – Cook-Steinman & Associates, Inc.

November 18, 2005

Board of Directors Travis County M.U.D. No.2 c/o Amibrust & Btown, L.L.P. 100 Congress Avenue, Suite 1300 Aostin, Texas 78701

ensis (Contractional and an anti-contraction of the state of the

Re: Travis County Municipal Utility District No. 2 ShadowGlen Phase One Section 7

Dear Board Members:

I have now received all of the items required for the District's acceptance of the water, wastewater, and drainage facilities in the referenced subdivisions for operation and maintenance. As authorized by the Board, this letter serves as the District's approval and acceptance of the water, wastewater, and drainage facilities in the referenced subdivision for operation and maintenance.

Sincerely,

Ken Schroeder, P.E. District Engineer

cc: Sue Brooks Littlefield – Armbrust & Brown, L.I.,P.
 Margret Wingrove – ECO Resources, Inc.
 Will Canfield – ShadowGlen Residential Community, Ltd.
 Danny Burnett – Dwyer Realty Companies
 Jamic Hagen – Cook-Steinman & Associates, Inc.

eren e sangen vertrikke ski karteke hiterten anderer verse bener versigt vitte i sterar versigt en er eren er e

April 5, 2005

when they are a first of the first of the constraint in the second second second second second second second se

Board of Directors Travis County M.U.D. No 2 c/o Armbrust & Brown, L.L.P 100 Congress Avenue, Suite 1300 Austin, Texas 78701

> Re: Travis County Municipal Utility District No. 2 ShadowGlen Phase One Section 8

Dear Board Members:

I have now received all of the items required for the District's acceptance of the water, wastewater, and drainage facilities in the referenced subdivisions for operation and maintenance. As authorized by the Board, this letter serves as the District's approval and acceptance of the water, wastewater, and drainage facilities in the referenced subdivision for operation and maintenance.

Sincerely,

Ken

Ken Schroeder, P E District Engineer

cc: Sue Brooks Littlefield – Armbrust & Brown, L.I. P. Margret Wingrove – ECO Resources, Inc Tim Early – ShadowGlen Residential Community, Ltd. Jamie Hagen – Cook-Steinman & Associates, Inc.

#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISIONShadowglen Phase One, Section 1(A), 2(A), 3(A), & 4(A)Pct# 1Mapsco No, 529H & MAtlas No. L-11

SECTION 1(A), 2(A), 3(A), & 4(A) RECORDED AT DOC#200300125 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 05/13/03

A SUBDIVISION CONTAINING 14 STREETS AS LISTED BELOW:

					I ALE OH	MIDIHOF	COKR 8
* STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1 Terreco Meadow Way	From Shadowglen Blvd northwestarly then northerly ~180 LF	630	0.12	501	HMAC	30' F-F	YES
2 Brushfield Way	From Runnel Ridge Rd northerly to Terrace Meadow Way	250	0.05	50'	HMAC	30' F-F	YES
3 Runnel Ridge Road	From southeasterly cul-de-sac ~650 LF to the northwesterly	650	0.12	50'	HMAC	30' F-F	YES
	cui-de-sac						
4 Pillion Place	From Shadowglen Blvd northeasterly to the NE cor of Lot 13, Blk A	830	0.16	50'	HMAC	30' F-F	YES
5 Calera Cove	From Pillion Place northerly to cul-de-sac	120	0.02	501	HMAC	30' F-F	YES
6 Shadowlawn Trace	From Pillion Place northwesterly then northeasterly to the east cor	480	0.09	50'	HMAC	30' F-F	YES
	of Lot 16, Blk B						
7 Prince Phillip Way	From Shadowglen Blvd northeasterly to the east cor of Lot 1, Blk Y	580	0.11	50'	HMAC	30' F-F	YES
8 Glen Creek Courrt	From Prince Phillip Way southeasterly to cul-de-sac	340	0.08	50'	HMAC	30 F-F	YES
9 Tercel Trace	From Prince Phillip Way southeasterly ~710 LF	710	0.13	50'	HMAC	30 F-F	YES
10 Mill Ridge Trace	From Tercel Trace northeasterly ~100 LF	100	0.02	50'	HMAC	30' F-F	YES
11 Owling Way	From Tercei Trace southerly ~230 LF	230	0.04	<u>50'</u>	HMAC	30' F-F	YES
12 Holly Crest Terrace	From Shadowglen Trace westerly to northerly cor of Lot 71, Blk U	670	0.13	S0'	HMAC	30' F-F	YES
13 Knapple Cove	From Holly Crest Terrace northeasterly to cul-de-sac	290	0.05	<del>5</del> 0'	HMAC	30' F-F	YES
14 Shady Meadow Way	From Holly Crest Terrace northeasterly ~400 LF	400	80.0	50'	HMAC	30' F-F	YES
Total Footage/Mileage		6280	1.19				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 150

N/A

ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-14

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-14 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT  $\underline{1}$ 

1.19 MILES BE ACCEPTED BY

19-Apr-11

DATE

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

al lal u Don Ward

Don Ward, P.E. Division Director Road Maintenance & Fleet Services

DATE APPROVED BY COMMISSIONERS' COURT



TYPE ACIMATU AC AUDO 2

#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION	Shadowglen Phase One, Section 5	Pct.# 1	
Mapsco No. 529H & M	· · · · · · · · · · · · · · · · · · ·	Atlas No. L-11	

SECTION 5 RECORDED AT DOC#200400310 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 10/21/04

A SUBDIVISION CONTAINING 3 STREETS AS LISTED BELOW:

				TYPE OF	F CURB &	
FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTE
From the cut-de-sec just south of Holly Crest Terrace northerly to	1111	0.21	50'	HMAC	30' F.F	YES
a cul-de-sac just north of Breezy Meadow Lane						. 10. 10.
From Sunny Creek Lane easterly to NE cor of Lot 15, Blk R	150	0.03	<u>\$0'</u>	HMAC	30' F-F	YES
From NE cor of Lot 72 Blk U westerly to to NE cor lof Lot 79, Blk U	278	0.05	50'	HMAC	30' F-F	YES
	4520	0.00			••••••••••••••••••••••••••••••••••••••	
	1539	0.29			****	******
	From the cul-de-sac just south of Holly Crest Terrace northerly to a cul-de-sac just north of Breezy Meadow Lane	From the cut-de-sac just south of Holly Crest Terrace northerly to       1111         a cut-de-sac just north of Breezy Meadow Lane       1111         From Sunny Creek Lane easterly to NE cor of Lot 15, Bik R       150         From NE cor of Lot 72 Bik U westerly to to NE cor lof Lot 79, Bik U       278	From the cut-de-sac just south of Holly Crest Terrace northerly to       1111       0.21         a cut-de-sac just north of Breezy Meadow Lane       1110       0.03         From Sunny Creek Lane easterly to NE cor of Lot 15, Blk R       150       0.03         From NE cor of Lot 72 Blk U westerly to to NE cor lot Lot 79, Blk U       278       0.05	From the cut-de-sac just south of Holly Crest Terrace northerly to       1111       0.21       50'         a cut-de-sac just north of Breezy Meadow Lane       50'       50'       50'         From Sunny Creek Lane easterly to NE cor of Lot 15, Bik R       150       0.03       50'         From NE cor of Lot 72 Bik U westerly to to NE cor lof Lot 79, Bik U       278       0.05       50'	FROM - TO     L.F.     MILES     ROW     PVMNT       From the cul-de-sac just south of Holly Crest Terrace northerly to     1111     0.21     50'     HMAC       a cul-de-sac just north of Breezy Meadow Lane	From the cut-de-sac just south of Holly Crest Terrace northerly to       1111       0.21       50'       HMAC       30' F-F         a cut-de-sac just north of Breezy Meadow Lane         From Sunny Creek Lane easterly to NE cor of Lot 15, Blk R       150       0.03       50'       HMAC       30' F-F         From NE cor of Lot 72 Blk U westerly to to NE cor lof Lot 79, Blk U       278       0.05       50'       HMAC       30' F-F

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 39

N/A

AODITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT <u>1.</u>

0.29 MILES BE ACCEPTED BY

19-Apr-11

DATE

DP = DOUBLE PENETRATION HMAC = HOT MIX ASPHALT C = CONGRETE UPP = UNPAVED, PIT RUN UPS = UNPAVED, SELECT Don Ward P.E.

Don Ward, P.E. Division Director Road Maintenance & Fleot Services

DATE APPROVED BY COMMISSIONERS' COURT



#### Updated 4/15/11, 11:00 a.m.

#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION	Shadowglen Phase One, Section 6	PcL# 1	
Mapsco No. 529H		Atlas No. L-11	

SECTION 6 RECORDED AT DOC#200400311 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 10/21/04

#### A SUBDIVISION CONTAINING 3 STREETS AS LISTED BELOW:

			TYPE OFWIDTH OF CURB			
M - TO	L.F.	MILES	ROW	PVMNT	1 8 1 9 6 4 9 9	GUTTER
Sun Glass Drive westerly to a cul-de-sec	893	0.17	50'	HMAC	30' F-F	YES
Field Spar Drive northerly ~111 LF	111	0.02	50'	HMAC	30' F-F	YES
Field Spar Drive northerly ~120 LF	120	0.02	[50 <sup>4</sup>	HMAC	30' F-F	YES
	Sun Glass Drive westerly to a cul-de-sec Field Spar Drive northedy ~111 LF	Sun Glass Drive westerly to a cul-de-sec 893 Field Spar Drive northerly ~111 LF 111	Sun Glass Drive westerly to a cul-de-sec         893         0.17           Field Spar Drive northerly ~111 LF         111         0.02	Sun Glass Drive westerly to a cul-de-sec8930.1750'Field Spar Drive northerly ~111 LF1110.0250'	Sun Glass Drive westerly to a cul-de-sec         893         0.17         50'         HMAC           Field Spar Drive northedy ~111 LF         111         0.02         50'         HMAC	Sun Glass Drive westerly to a cul-de-sec         893         0.17         50'         HMAC         30' F-F'           Field Spar Drive northedy ~111 LF         111         0.02         50'         HMAC         3D' F-F

N/A

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 35

ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 1

0.21 MILES BE ACCEPTED BY

19-Apr-11

DATE

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

4/6/4 126 ....

Don Ward, P.E. Division Director Road Maintenance & Fleet Services

DATE APPROVED BY COMMISSIONERS COURT



#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION	Shadowglen Phase One, Section 7	Pct# 1	
Mapsco No. 529H		Atlas No. L-11	

SECTION 7 RECORDED AT DOC#200500081 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 03/30/06

A SUBDIVISION CONTAINING 4 STREETS AS LISTED BELOW.

			TYPE OFWIDT				
* STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1 Holly Crest Terrace	From Shadow Creek Drive southeasterly to NE cor of Lot 80, Bik U	459	0.09	50'	HMAC	30' F-F	YES
2 Shadow Greek Drive	From Holly Crest Terrace northerly to Meadow Dew Lane	670	0.13	50'	HMAC	30' F-F	YES
3 Meadow Dew Lane	From Shadow Creek Drive easterly to Glen Knoll Drive	287	0.05	50'	HMAC	30' F-F	YES
4 Glen Knoll Drive	From Holly Crest Terrace northerly to Meadow Dew Lane	821	0.05	50'	HMAC	30' F-F	YES
Total Footage/Mileage		2237	0.42				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 61

NIA

ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

Ĺ

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 1.

0.42 MILES BE ACCEPTED BY

19-Apr-11

DATE

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

Don Ward, P.E. **Division Director** Road Maintenance & Fleet Services

DATE APPROVED BY COMMISSIONERS COURT



#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION	Shadowglen Phase One, Section 8	Pcl.# 1	· (Listand)
Mapsco No. 529H		Atlas No. L-11	

SECTION 8 RECORDED AT DOC#200400312 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 10/21/04

A SUBDIVISION CONTAINING 4 STREETS AS LISTED BELOW:

	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
7 LF	827	0.12	50'	HMAC	30' F-F	YES
iy to NW cor of Lot 103, Blk	658	0.12	50'	HMAC	30' É-F	YES
8 LF to a cul-de-sac	729	0.14	50'	HMAC	30' F-F	YES
dow Drive	296	0.14	50'	HMAC	30' F-F	YES
	7 LF rly to NW cor of Lot 103, Blk / 8 LF to a cul-de-sac dow Drive	riy to NW cor of Lot 103, Blk / 658 8 LF to a cul-de-sac 729	riy to MW cor of Lot 103, Blk / 658 0.12 8 LF to a cul-de-sac 729 0.14	riy to NW cor of Lot 103, Blk / 658 0.12 50° 8 LF to a cul-de-sac 729 0.14 50°	riy to MW cor of Lot 103, Bik / 658 0.12 50° HMAC 8 LF to a cul-de-sac 729 0.14 50° HMAC	riy to NW cor of Lot 103, B(k) 658 0.12 50' HMAC 30' F-F 8 LF to a cul-de-sac 729 0.14 50' HMAC 30' F-F

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 35

N/A

ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 1.

0.44 MILES BE ACCEPTED BY

4/6/4

Don Ward, P.E. Division Director Road Maintenance & Fleet Services

DATE APPROVED BY COMMISSIONERS COURT

19-Apr-11

DP = DOUBLE PENETRATION

DATE

HMAC = HOT MIX ASPHALT C = CONCRETE UPP = UNPAVED, PIT RUN UPS = UNPAVED, SELECT





STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

#### Shadowglen Phase One, Section 1A, 2A, 3A, 4A (the "PODS")

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

 5/27/03
 I. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)

<u>NA</u> 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)

4/30/03 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)

<u>5/27/03</u>
 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.

Reduced5. Performance Period Fiscal for 10% of the actual construction cost of street and<br/>drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it<br/>must be in a form acceptable to Travis County and dated near the time of the TNR<br/>inspection report. Must be posted by owner/developer. § 82.604(c)(4)

 NA
 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)

- 11/22/10
   7. A letter from Texas Department of Licensing and Regulation (or a Registered Accessibility Specialist) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or <u>when a variance is required</u>). Plan approval required at time of Approval of Construction. Substantial compliance (inspection required at time of street acceptance for maintenance. § 82,202(q)(2)
- 3/15/11
   8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- 6/03/039. Approval of other agencies cities, if in their ETI; Municipal or other Utility Districts.

NA 10. License Agreement (If there are private improvements in Public ROW)



STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

#### Shadowglen Phase One, Section 5

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

- RCV'D
   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, signed by COA inspector. § 82.604(c)(1)
- 11/28/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- RCV'D
   4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
- Reduced
   5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer, § \$2,604(c)(4)
- <u>NA</u>
   6. 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)
- 7. A letter from Texas Department of Licensing and Regulation (or a Registered Accessibility Specialist) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/15/11
   8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- <u>3/13/06</u>
   9. Approval of other agencies cities, if in their <u>ETI</u>: Municipal or other Utility Districts.

NA 10. License Agreement (If there are private improvements in Public ROW)



#### STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

#### Shadowglen Phase One, Section 6

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

- <u>RCV'D</u> 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, signed by COA inspector. § 82.604(c)(1)
- RCV'D 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- RCV'D
   4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
- Reduced5. Performance Period Fiscal for 10% of the actual construction cost of street and<br/>drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it<br/>must be in a form acceptable to Travis County and dated near the time of the TNR<br/>inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- <u>NA</u> 6. If applicable, a copy of the Cooditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 11/22/10
   7. A letter from Texas Department of Licensing and Regulation (or a Registered Accessibility Specialist) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/15/11
   8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- <u>3/13/06</u> 9. Approval of other agencies cities, if in their <u>ETJ</u>; Municipal or other Utility Districts.

NA 10. License Agreement (If there are private improvements in Public ROW)



STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street Executive Office Building PO Box 1748 Austin, Texas 78767 (\$12) 854-9383

#### Shadowglen Phase One, Section 7

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

- RCV'D
   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, signed by COA inspector. § 82.604(c)(1)
- <u>RCV'D</u> 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- RCV'D
   4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
- <u>Reduced</u>
   5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA
   6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision

   from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 11/22/10
   7. A letter from Texas Department of Licensing and Regulation (or a Registered Accessibility Specialist) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed S50,000.00 or when a variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/15/11
   8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- <u>3/13/06</u>9. Approval of other agencies cities, if in their <u>ETI</u>; Municipal or other Utility Districts.

NA 10. License Agreement (If there are private improvements in Public ROW)



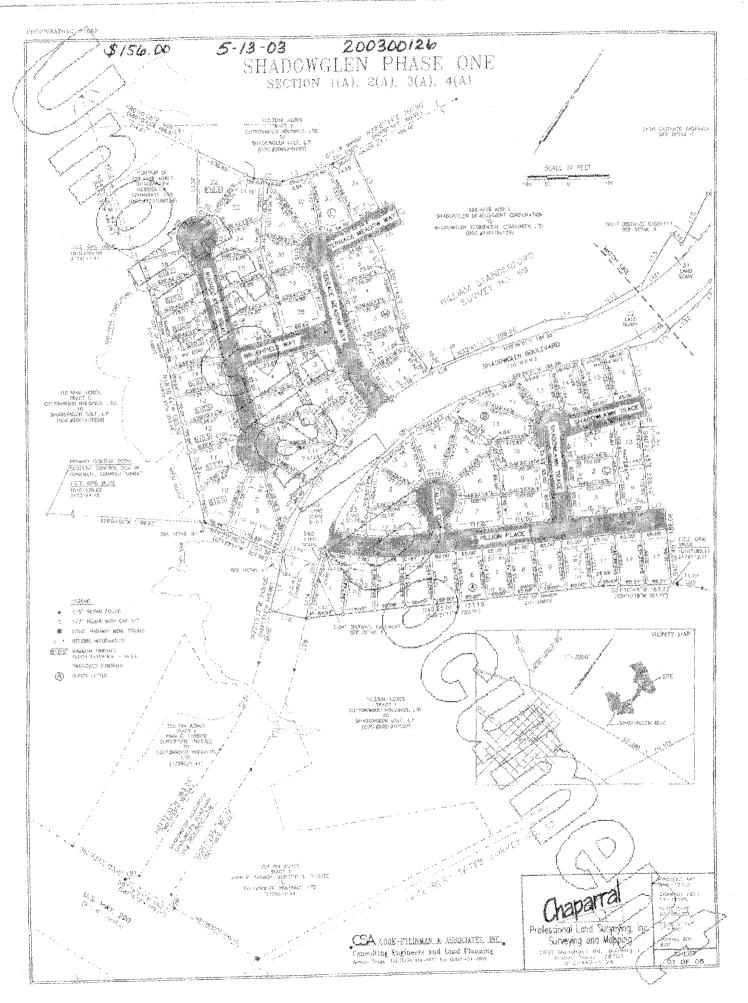
#### STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE - -

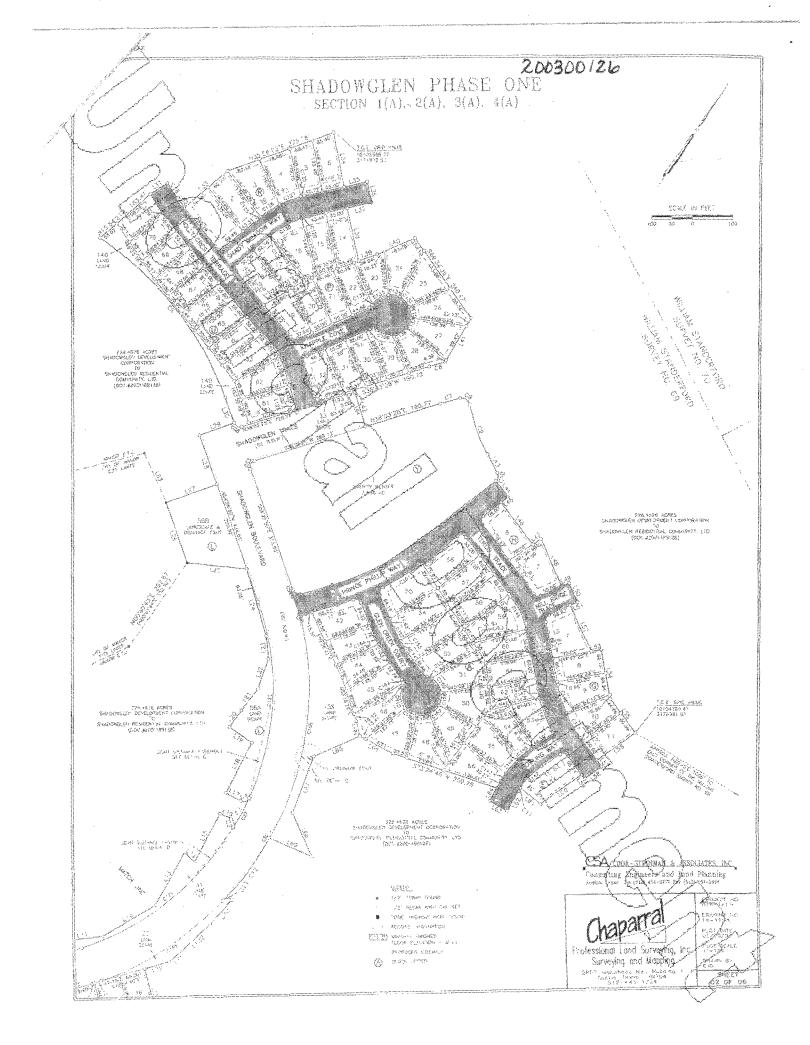
411 West 13th Street Executive Office Building PO Box 1748 Austin, Texas 78767 (512) 854-9383

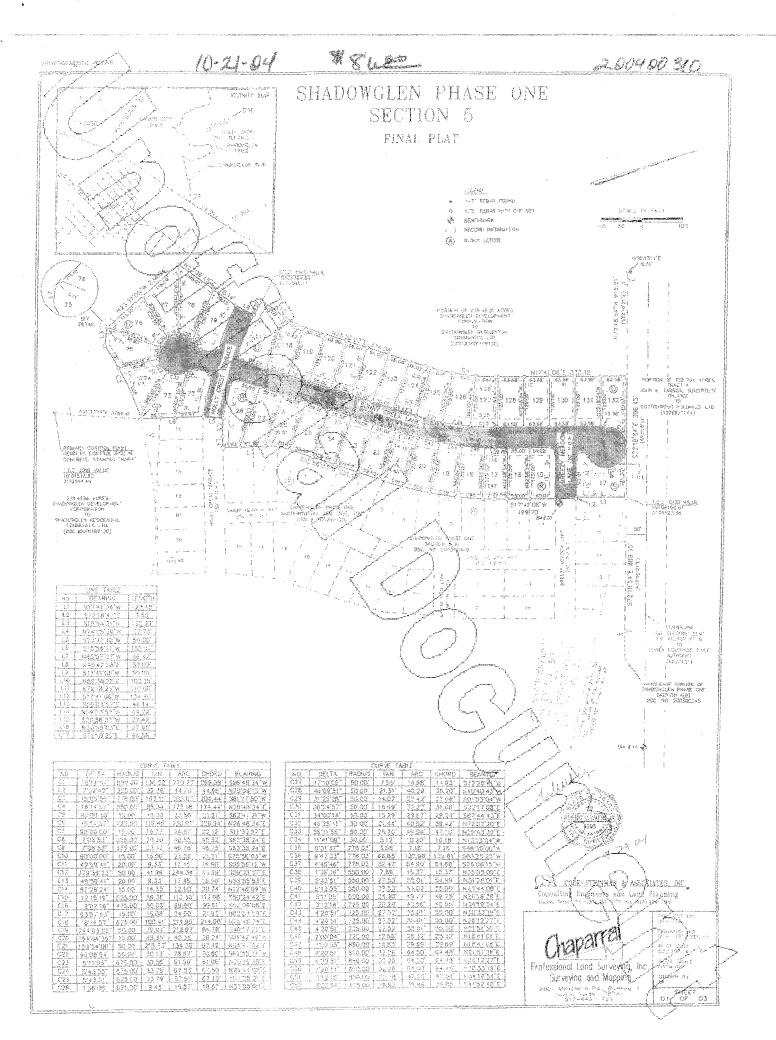
#### Shadowglen Phase One, Section 8

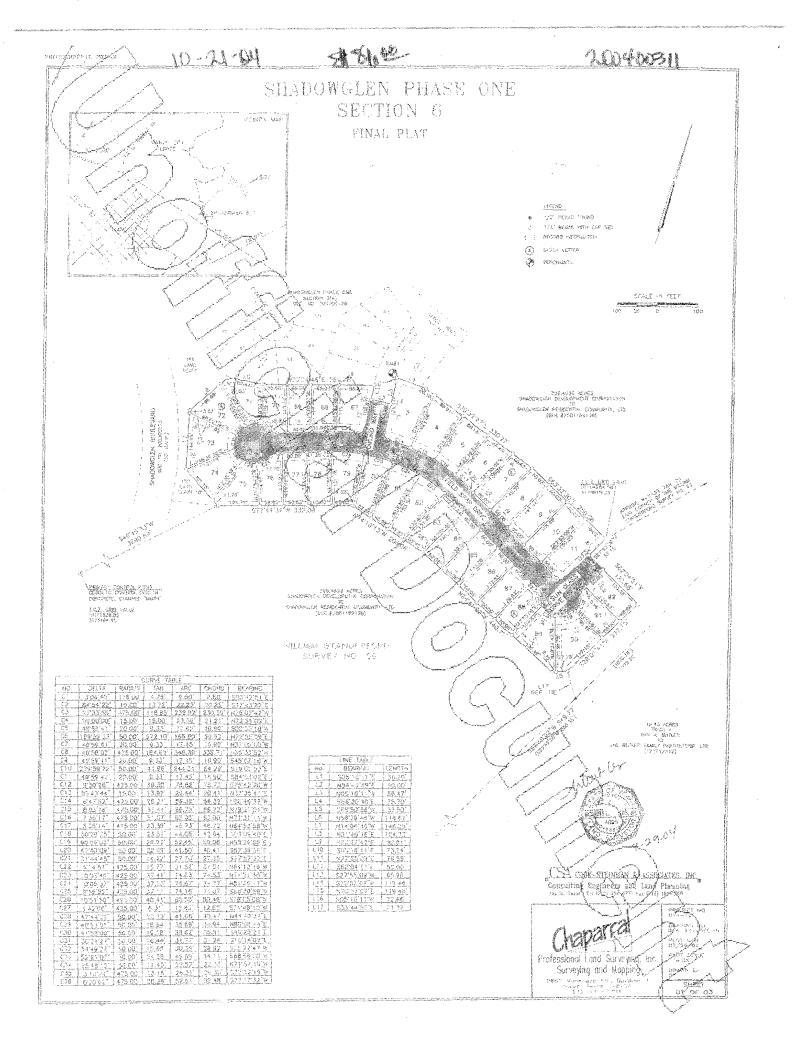
#### REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

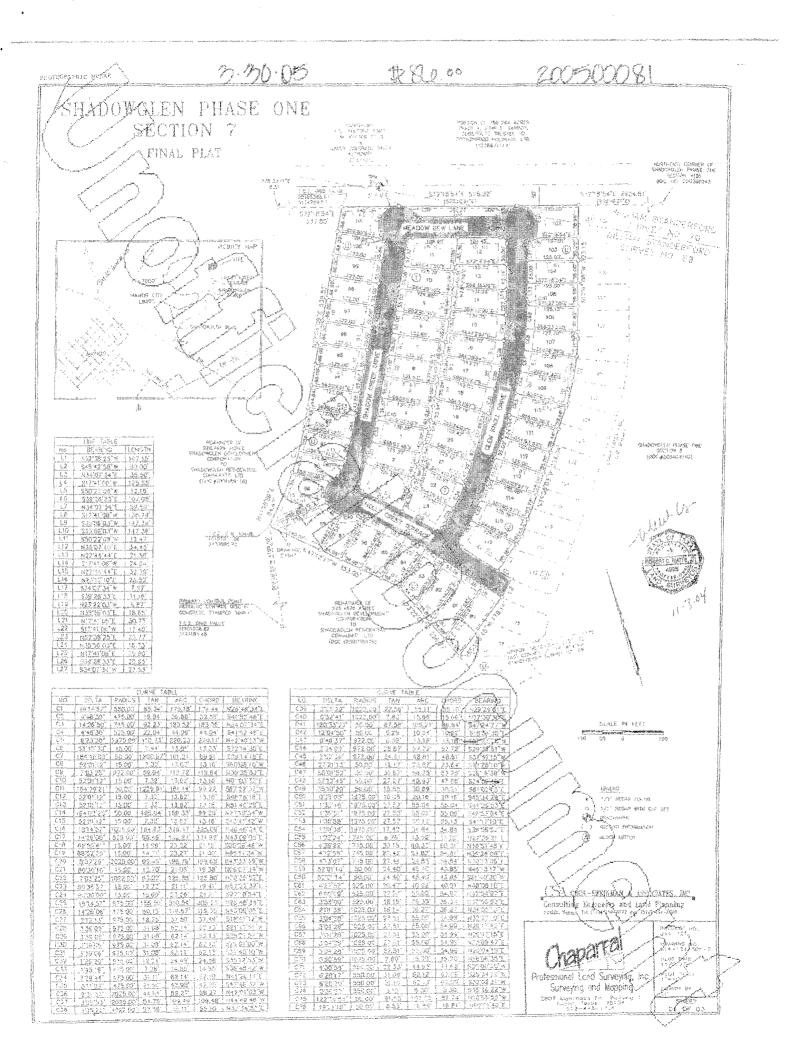
- RCV\*D
   1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- $\underline{RCV}$  3. Contractor's (signed) invoice or receipt of payment for work completed. \$82.401(a)(1)(B)
- RCV'D
   4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
- Reduced5. Performance Period Fiscal for 10% of the actual construction cost of street and<br/>drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it<br/>must be in a form acceptable to Travis County and dated near the time of the TNR<br/>inspection report. Must be posted by owner/developer. § 82,604(c)(4)
- NA
   6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 11/22/10
   7. A letter from Texas Department of Licensing and Regulation (or a Registered Accessibility Specialist) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required. Plan approval required at time of Approval of Construction. Substantial compliance (inspection required at time of street acceptance for maintenance. § 82,202(q)(2)
- 3/15/11
   8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- 3/13/06
   9. Approval of other agencies cities, if in their <u>ET1</u>; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are private improvements in Public ROW)

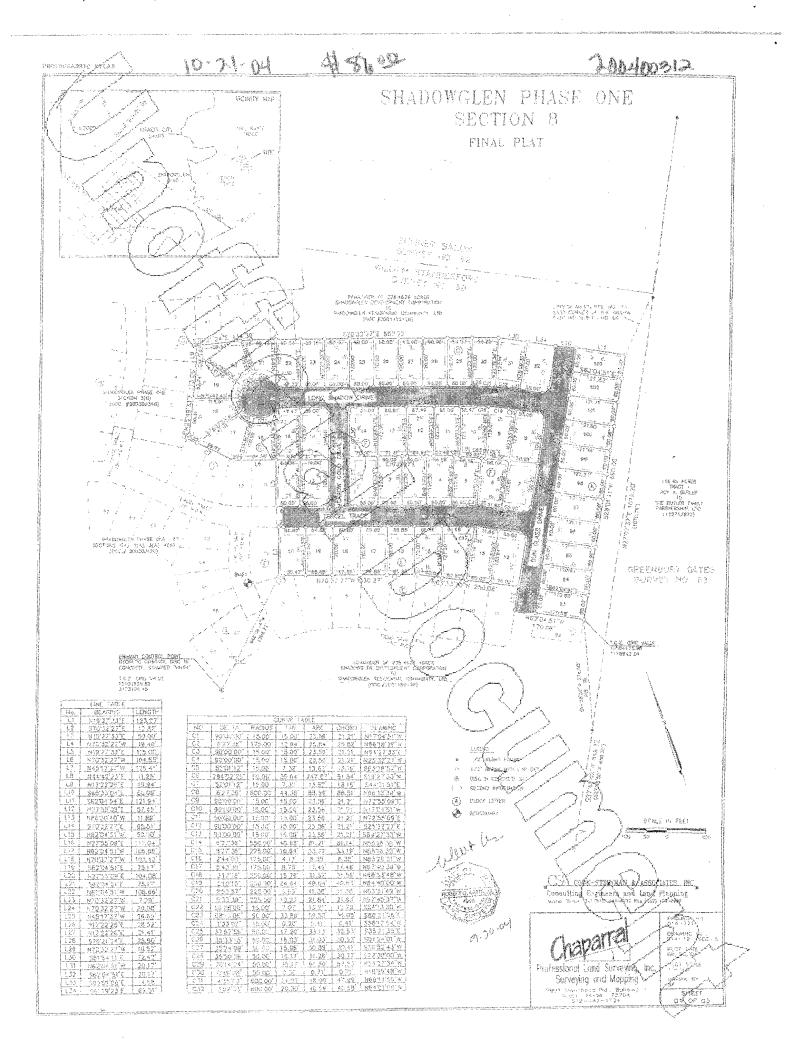


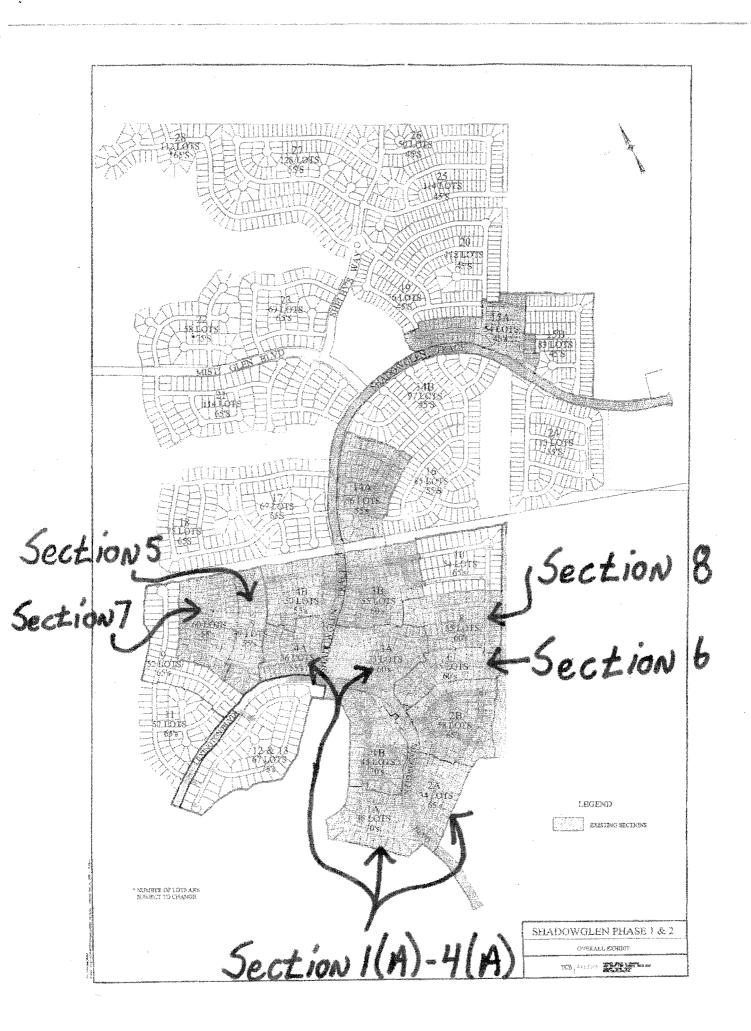










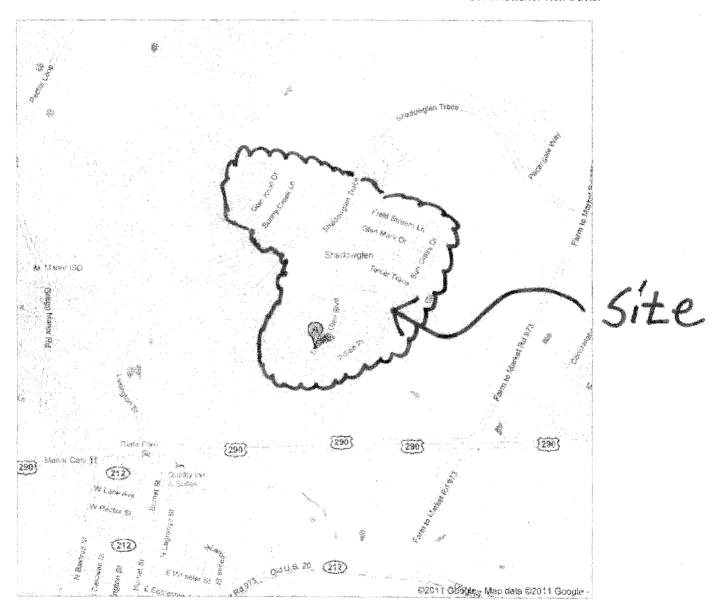


## Shadowglen Boulevard, Travis County, Texas - Google Maps

## Page 1 of 1

Google maps Address Shadow Glen Blvd Manor, TX 78653

Notes Approve the acceptance of street and drainage facilities within Shadowglen Phase One, Section 1(A) - 4(A), Section 5, Section 6, Section 7, and Section 8 - five subdivisions within Precinct One, Commissioner Ron Davis.



Item 5



# **Travis County Commissioners Court Agenda Request**

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Darla Vasterling, Transportation and Natural Resources, 854-9383 Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive Sponsors: Commissioner Eckhardt

# AGENDA LANGUAGE:

Consider and take appropriate action on the request for an acceptance of dedication of street and drainage facilities for Park at Blackhawk Section 5, Section 6, and Park at Blackhawk II Phase 2B, three subdivisions in Precinct Two.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

<Enter Background/Summary of Request>

**STAFF RECOMMENDATIONS:** These subdivisions were recorded respectively on the following dates: August 13, 2003, November 30, 2006, and February 20, 2008. These subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs have been approved under Chapter 251 of the Texas Transportation Code. A Letter of Map Revision has been approved by FEMA. These subdivisions have Bonds posted for the incomplete residential sidewalks.

These subdivisions are accessed by the Park at Blackhawk Sections 1, 2, and 3, and the Park at Blackhawk II Section 1, all of which are accepted for maintenance. This action will add <u>1.54</u> miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

#### Exhibits:

List of streets (3) Approval of Construction (3) RAS Inspection Letters (3) Attached maps

#### **ISSUES AND OPPORTUNITIES:**

### FISCAL IMPACT AND SOURCE OF FUNDING:

Meeting of April 19, 2011

Agenda Item :::

#### None

#### **REQUIRED AUTHORIZATIONS:**

Transportation and Natural Resources Carolyn Barrett Transportation and Natural Resources Transportation and Natural Resources Transportation and Natural Resources Commissioner Precinct 2 Office County Judge's Office **Commissioners Court** 

Cynthia McDonald Steven Manilla Carolyn Barrett Sarah Eckhardt Cheryl Aker Cheryl Aker

Completed Completed Completed Completed Pending Pending Pending

04/08/2011	1:59 PM
04/08/2011	1:53 PM
04/08/2011	1:51 PM
04/08/2011	2:03 PM

#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION Mapsco No. 409T Park at Blackhawk Section 5

Pct.# 2 Atlas No.O-10



\_\_\_\_\_

RECORDED AT DOC#200300210 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 8/13/03

SUBDIVISION CONTAINS 4 STREETS AS LISTED BELOW:

				TYPE OFWIDTH OF CURB &					
# STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER		
1 Mission Tejas Drive	NE cor Lot 16 Blk H to NW cor Lot 2 Blk H	762	0.14	50'	HMAC	30'F-F	Yes		
3 Kickapoo Cavern Drive	Mission Tejas Drive to NE cor Lot 8 Blk D	895	0.17	50'	HMAC	30'F-F	Yes		
3 Inks Lake Drive	Kickapoo Cavern Drive to SE cor Lot 24 Blk E	455	0.09	50'	HMAC	30'F-F	Yes		
4 Rita Blanca Circle	Inks Lake Drive to end of 60'R cul-de-sac	463	0.09	50'	HMAC	30'F-F	Yes		
5									
6									
7									
8									
9									
10									
11									
12									
-									
_									
	a second a second s								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 81

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTAL **0.49** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT <u>2.</u>

Quill W ml 4/5/11

DATE

Don Ward, P. E., Division Director, Road and Bridge TRANSPORTATION AND ENGINEERING SERVICES

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

26-Apr-11

Updated 4/15/11, 11:00 a.m.

#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION Mapsco No. 409T Park at Blackhawk Section 6

Pct.# 2 Atlas No.O-10



RECORDED AT DOC#200600312 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 11/30/06

SUBDIVISION CONTAINS 2 STREETS AS LISTED BELOW:

					TYPE OF	NIDTH OF	CURB &
# STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	<b>PVMNT</b>	GUTTER
1 Pedernalis Falls Drive	NW cor Lot 2 Blk I to Winding Shore Lane	1081	0.20	50'	HMAC	30'F-F	Yes
2 Winding Falls Lane	Speidel Drive to 8.87' NE Lot 43 Blk B	355	0.07	50'	HMAC	30'F-F	Yes
3							
4	-			_			
5							
6							
7							
8	· · · · · · · · · · · · · · · · · · ·					·	
9							
12							
<u> </u>							
				:			

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 42

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-2

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-2 TOTAL 0.27 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

26-Apr-11

Don Ward, P. E., Division Director, Road and Bridge

TRANSPORTATION AND ENGINEERING SERVICES

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

DATE

Updated 4/15/11, 11:00 a.m.

#### ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION Mapsco No. 409T Park at Blackhawk II Phase 2B

Pct.# 2 Atlas No. P-11



RECORDED AT DOC#200800048 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 2/20/08

SUBDIVISION CONTAINS 6 STREETS AS LISTED BELOW:

					TYPE OF		CURB &
# STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1 Heron Call Trail	SW cor Lot 24 Blk C to Raptor Roost Road	715	0.14	50'	HMAC	30'F-F	Yes
2 Raptor Roost Road	NE cor Lot 15 Blk C to Murrelet Way	134	0.02	50'	HMAC	30'F-F	Yes
3 Auk Road	Heron Call Trail to Murrelet Way	607	0.11	50'	HMAC	30'F-F	Yes
4 Harrier Hunt Road	Heron Call Trail to Murrelet Way	607	0.12	50'	HMAC	30'F-F	Yes
5 Murrelet Way	Jackies Ranch Blvd. to NW cor Lot 2 Blk D	1269	0.24	50'	HMAC	30'F-F	Yes
6 Jackies Ranch Blvd.	Martin Lane to SE cor Lot 47 Blk A	624	0.12	60'	HMAC	40'F-F	Yes
7 Plover Run Trail	Jackies Ranch Blvd. to NE cor Lot 11 Blk I	1 <b>4</b> 2	0.03	50'	HMAC	30'F-F	Yes
8							
9					_		
10							
11					-		
12							
		_					
	·						

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 92

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALING 0.78 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

26-Apr-11

Ward R. E. Division Manager Road and Bridge

Don Ward, P. E., Division Manager, Road and Bridge TRANSPORTATION AND ENGINEERING SERVICES

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

DATE

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

# **APPROVAL OF CONSTRUCTION**

#### **DATE:** March 24, 2011

#### **DEVELOPER:**

Mr. Mike Ringel Ryland Homes of Texas, Inc. 10415 Morado Circle Bldg. 1, #100 Austin, TX 78759 Ph: 210-818-7104 Fx: 877-228-7420

#### **ENGINEER:**

Randall Jones Engineering, Inc Mr. J. Keith Collins, P.E. 1212 E. Braker Lane Austin, TX 78753 Ph: 836-4793 Fx: 836-4817

#### **<u>SUBJECT:</u>** Park at Blackhawk Section 5

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

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

All items have been received BY

**FNR** Construction Inspector – Lucious Henderson

TNR Engineering Specialist – Darla Vasterling

TNR Division Director, Road and Bridge – Donald W. Ward

1102 fiscal file 1105 Subdivision File



STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

# **APPROVAL OF CONSTRUCTION**

### **DATE:** March 24, 2011

#### **DEVELOPER:**

Mr. Craig Wood Ryland Homes of Texas, Inc. 10415 Morado Circle Bldg. 1, #100 Austin, TX 78759 Ph: 210-818-7104 Fx: 877-228-7420

#### ENGINEER:

Randall Jones Engineering, Inc Mr. J. Keith Collins, P.E. 1212 E. Braker Lane Austin, TX 78753 Ph: 836-4793 Fx: 836-4817

### **<u>SUBJECT:</u>** Park at Blackhawk Section 6

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

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

All items have been received

BY

**NR** Construction Inspector – Lucious Henderson

TNR Engineering Specialist – Darla Vasterling

TNR Division Director, Road and Bridge - Donald W. Ward

1102 fiscal file 1105 Subdivision File



STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

# **APPROVAL OF CONSTRUCTION**

#### **DATE:** March 24, 2011

#### **DEVELOPER:**

Mr. Terry Lagrone Ryland Homes of Texas, Inc. 10415 Morado Circle, Bldg. L #100 Austin, TX 78759 Ph: 266-6655

#### **ENGINEER:**

Randall Jones Engineering, Inc Mr. Shervin Nooshin, P.E. 1212 E. Braker Lane Austin, TX 78753 Ph: 836-4793 Fx: 836-4817

#### **<u>SUBJECT:</u>** Park at Blackhawk II Phase 2B

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

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

All items have been received

**TNR** Construction Inspector – Lucious Henderson

TNR Engineering Specialist / Darla Vasterling

TNR Division Director, Road and Bridge – Donald W. Ward

1102 fiscal file 1105 Subdivision File





# ADA Assistance

107 Meadow Woods, Kyle TX 78640(512) 787-3687Fax (512) 268-5964Email: robert@adaassistance.comInternet: www.adaassistance.com

DATE:

August 22, 2009

TO: Margaret Young Ryland Homes 10415 Morado Circle #100 Austin TX 78759 margaret.young@ryland.com

**FROM:** Robert Ronson, RAS

**PROJECT:** The Park at Blackhawk Section 5 Pflugerville TX 78660

**Inspection performed:** 8/21/2009

#### SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the referenced section that was constructed at the time of the inspection. Sidewalks and curb ramps at:

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

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



# ADA Assistance

 107 Meadow Woods, Kyle TX 78640
 (512) 787-3687
 Fax (512) 268-5964 or (866)268-1810

 Email: <a href="mailto:robert@adaassistance.com">robert@adaassistance.com</a>
 Internet: <a href="mailto:www.adaassistance.com">www.adaassistance.com</a>

DATE:

November 29, 2010

TO: Bryan Holubec Tiemann Land & Cattle Development 4421 Rowe Lane Pflugerville TX 78660 bholubec@tlcdevelopment.com

**FROM:** Robert Ronson, RAS

**PROJECT:** The Park at Blackhawk Section 6 Speidel Dr, Winding Shore Lane PflugervilleTX

#### **Re-inspection performed:** 11/15/2010

#### SUBJECT: REINSPECTION -- NO VIOLATIONS

The referenced project has been re-inspected to verify completion of corrective modifications. We are pleased to inform you that all items now appear to be in substantial compliance with the requirements of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that was constructed at the time of the inspection. Curb ramps at public intersection.

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

Also note, this project is not subject to review and/or inspection under current state law, there fore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

#### EXCEPTIONS: None

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



# ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (512) 268-5964 or (866)268-1810 Email: <u>robert@adaassistance.com</u> Internet: <u>www.adaassistance.com</u>

DATE:

November 29, 2010

TO: Bryan Holubec Tiemann Land & Cattle Development 4421 Rowe Ln Pflugerville TX 78660 bholubec@tlcdevelopment.com

**FROM:** Robert Ronson, RAS

**PROJECT:** The Park at Blackhawk II Phase 2B Murrelet Way, Martin Ln, Jackies Ranch, Raptor Roost, Auk, Harrier Hunt, Heron Call Tr Pflugerville TX

#### Inspection performed: 11/15/2010

#### SUBJECT: INSPECTION COMPLETED - NO VIOLATIONS

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection. Curb ramps and intersection crossings. Public sidewalks except for these lots: block A lots 46, 47, block C lot 16, block E lots 3, 6, 9, 14, 15, block F lots 4, 5, 7, 9, 12, 13, 14, 16, block G lots 2, 3, 9, 10, 11, 12, 14, 15, 16, block H lot 1, block I lots 6, 7, 8, 9, 10, 11.

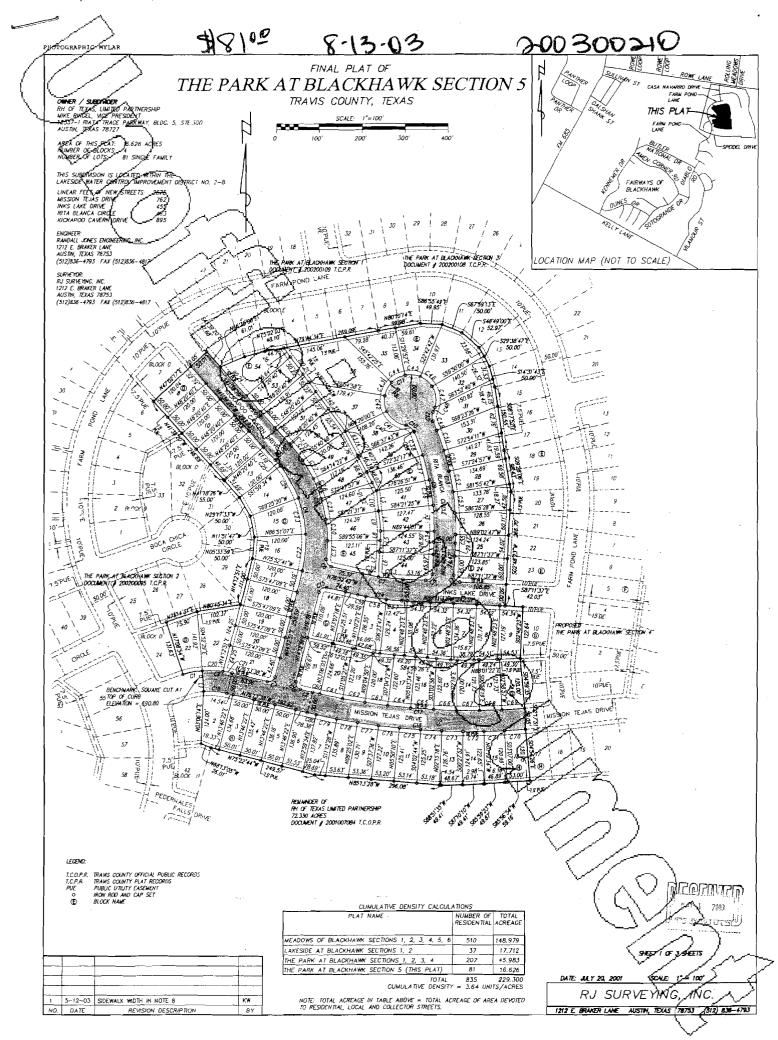
Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

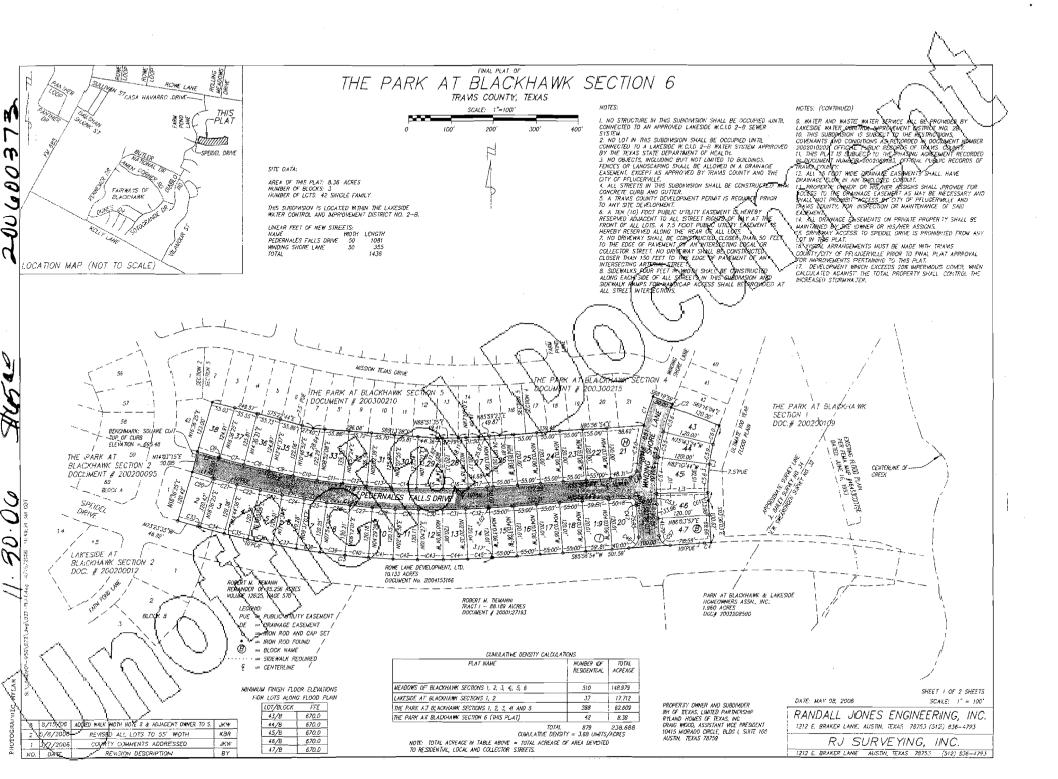
Also note, this project is not subject to review and/or inspection under current state law, there fore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

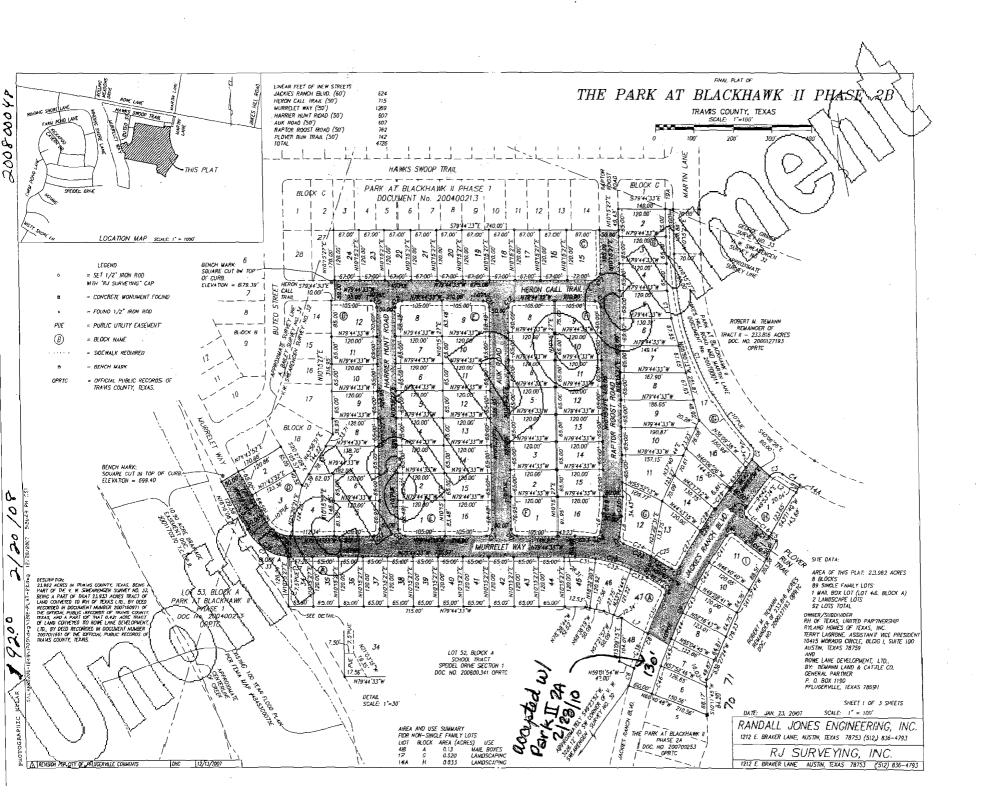
If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

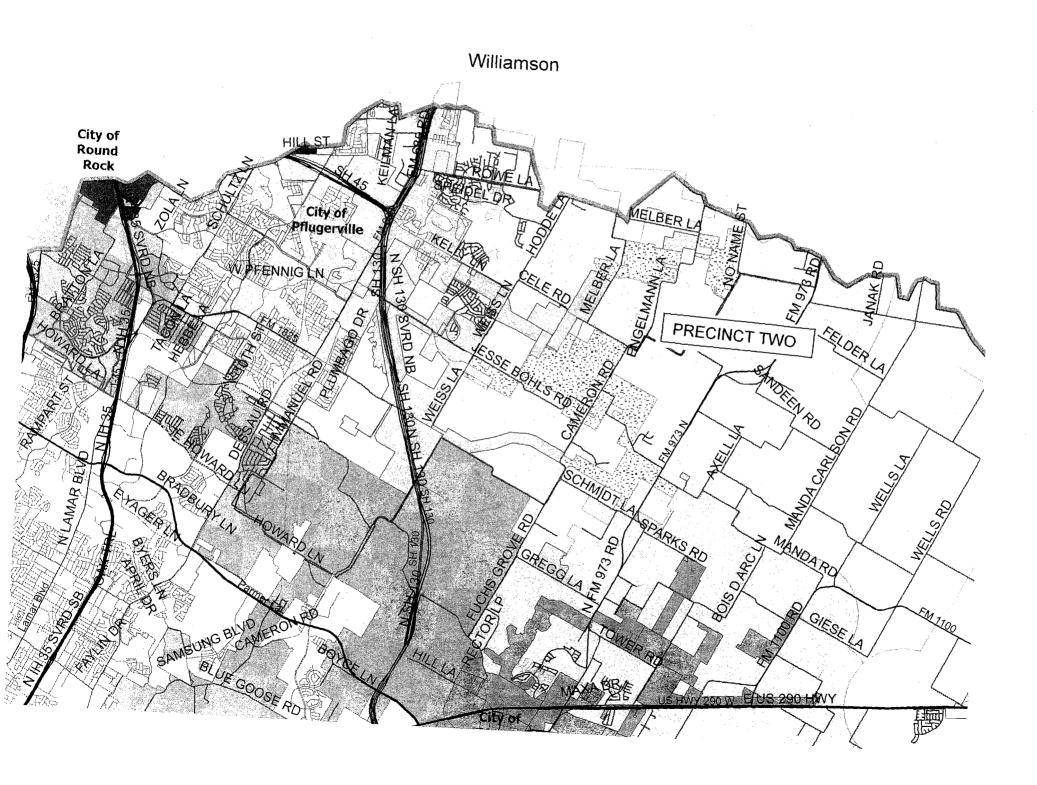
NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

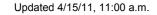
Updated 4/15/11, 11:00 a.m.

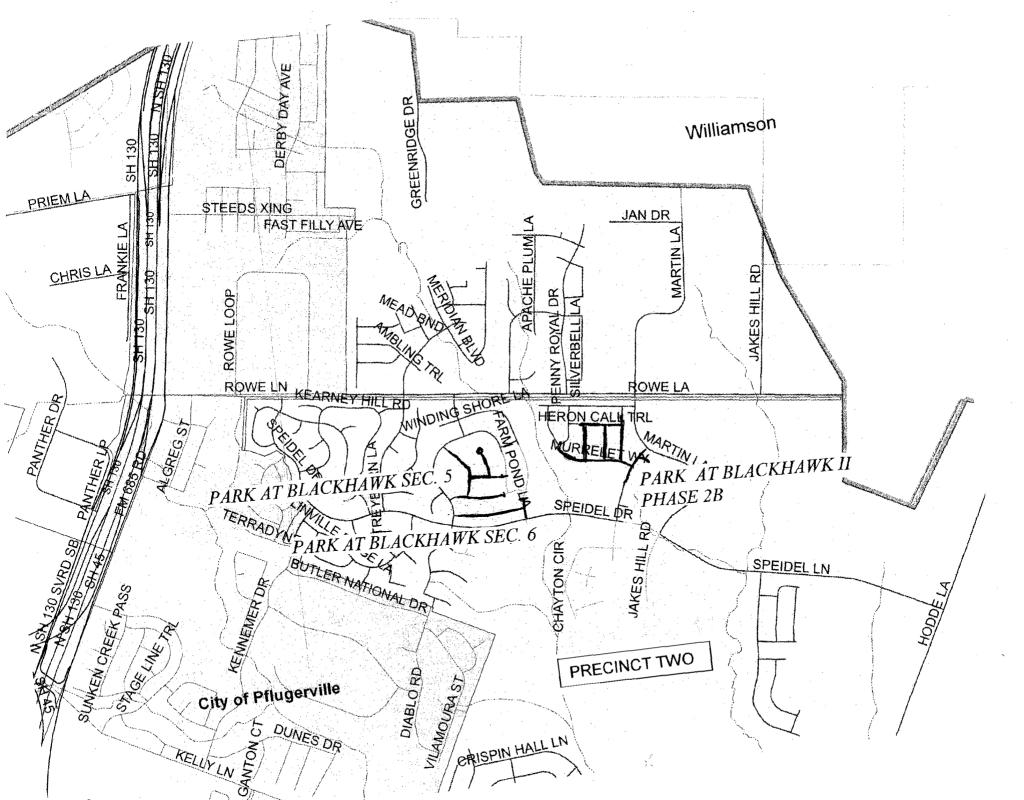














4,550 .

# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106 Elected/Appointed Official/Dept. Head: Rodney Rhoades, County Executive Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Consider and take appropriate action on budget amendments, transfers and discussion items.

# **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Please see attached documentation.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

# **ISSUES AND OPPORTUNITIES:**

Please see attached documentation.

# FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

# **REQUIRED AUTHORIZATIONS:**

Jessica Rio	Pending
Leroy Nellis	Pending
Rodney Rhoades	Pending
	Pending
Cheryl Aker	Pending
Cheryl Aker	Pending
	Leroy Nellis Rodney Rhoades Cheryl Aker

Item 6

RECEIVED

# **BUDGET AMENDMENTS AND TRANSFERS** <u>FY 2011</u>

#### **AMENDMENTS**

### <u>4/19/2011</u>

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Inc	crease	Dec	crease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves			\$	30,774	1
		001	1405	525	8102	Facilities	Purchsd Serv-Bldg Impv	\$	30,774			
A2		048	4945	981	9892	Reserves	Fund 048 Allocted Resv.			\$	2,160	5
	WPN011	048	4945	631	6099	TNR	Other Purchased Serv.	\$	2,160			
A3		001	9800	981	9891	Reserves	CAR Reserves			\$	135,000	7
		001	1230	821	3002	ITS	Software	\$	9,446			
		001	1230	821	3055	ITS	Law Enforce Eq & Supp	\$	107,792			
		001	1230	821	5007	ITS	<b>Repairs-Other Equip</b>	\$	9,548			
		001	1230	821	6099	ITS	Other	\$	8,214			
A4		001	9800	981	9892	Reserves	Allocated Reserves			\$	68,887	12
		001	1000	521	4099	Gen.Adm	<b>Other Prof. Services</b>	\$	68,887			

.

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



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

#### **MEMORANDUM**

TO: Members of Commissioners Court

FROM:

Diana A. Ramirez, Sr. Budget Analyst Daram

DATE: April 11, 2011

RE: Request from Facilities Management Department (FMD) for a \$30,774 Budget Amendment for Palm Square Renovations related to Building Security

FMD is requesting budget of \$30,774 to upgrade building security at Palm Square. FMD has been working on renovating the Palm Square location due to the relocation of Health and Human Services (HHS) administrative functions to leased space north of Highland Mall. FMD has remodeled the public lobby area using savings from the lease space renovation at the new HHS administrative offices. The additional funds being requested are needed to enhance building security for the staff remaining in the Palm Square facility.

PBO concurs with the request and recommends funding from the Allocated Reserve.

cc:

Leroy Nellis, Jessica Rio, PBO Roger El Khoury, Amy Draper, FMD Rodney Rhoades, Danny Hobby, County Executives



# **Travis County Commissioners Court Agenda Request**

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: John Carr, Facilities Management, 854-4772 Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director Sponsors: Commissioner Gómez

# AGENDA LANGUAGE:

Consider and take appropriate action on request to approve funding and minor renovation project at the Palm Square facility.

# **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The move of the Family Support Services (FSS) from the basement of the Palm Square building to the first floor requires some modifications. The initial public lobby remodel was completed using funds (\$17,062) saved from the remodel of the Travis County Housing Authority space for the HHS Department and was approved by the Commissioners Court on December 21, 2010.

The required additional modifications to the first floor will improve the work function and enhance the building security, they are:

1. Seven card readers at a cost of \$14,224

2. Remodel of the interior FSS reception area. Full line-of-sight view between the reception desk and the lobby will improve the security for both HHS and FSS. The cost is \$13,752

3. The total cost of the required modifications is \$27,976. Including a 10% contingency of \$2,798, the total request is \$30,774.

Facilities Management Department (FMD) is requesting \$30,774 in funding from allocated reserves to complete the required modifications to the Palm Square first floor.

# STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the transfer of \$30,774 of funding from the allocated reserves to allow completion of the additional modifications to the first floor of the Palm Square facility.

# **ISSUES AND OPPORTUNITIES:**

This additional \$30,774 will allow for the modifications to the building as requested by HHS to be completed. The \$17,062 in savings from the HHS

Lease Space Remodel project has already been applied to support the initial public remodel work as approved in December 2010.

# FISCAL IMPACT AND SOURCE OF FUNDING:

FY 11 - \$30,774 from allocated reserves

# **REQUIRED AUTHORIZATIONS:**

Facilities Management Facilities Management Emergency Services Planning and Budget Office Commissioner Precinct 4 Office County Judge's Office Commissioners Court John Carr Roger El-Khoury Danny Hobby Rodney Rhoades Margaret J. Gómez Cheryl Aker Cheryl Aker

Completed Pending Pending Pending Pending Pending 04/07/2011 1:11 PM

#### Budget Adjustment: 26456

Fyr \_ Budget Type: 2011-Reg

Just: Other

.

PBO Category: Amendment

Author: 14 - DRAPER, AMY Court Date: Tuesday, Apr 19 2011 Dept: RESERVES

Created: 4/11/2011 2:03:24 PM

Transfer funds from Allocated Reserve for Palm Square Renovations related to security

From Account 001-9800-981-9892	Acct Desc ALLOCATED RESERVES	Project	Proj Desc	<b>Amount</b> 30,774
				30,774
To Account		Project		Amount
001-1405-525-8102	PURCHSD SERV-BLDG IMPROVM			30,774
				30,774

Approvals	Dept	Approved By
Originator	14	AMY DRAPER
DepOffice	14	AMY DRAPER
DepOfficeTo	14	AMY DRAPER

Date Approved 4/11/2011 02:03:31 PM 4/11/2011 02:03:32 PM 4/11/2011 02:03:34 PM

- Dorami 4-11-11 Attanto Altis 4/12/11

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



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

March 28, 2011

# **MEMORANDUM**

TO:Rodney Rhoades, Executive Manager, Planning and Budget OfficeFROM:Steven M. Manillia, P.E., County Executive

SUBJECT: Place item on Commissioners' Court Agenda to transfer funds from the Mary Quinlan Park Allocated Reserve account number 048-4945-981-9892

**Proposed Motion:** Approve transfer of \$2,160 from the Mary Quinlan Park allocated reserve account 048-4945-981-9892 to an expense account within fund 048.

**Background Fund Summary and Staff Recommendation:** The Mary Quinlan Park fund was established in May 2001 as part of a Settlement and Access Agreement with Lake Austin Spa Investors, Ltd. and other parties. Part of the agreement requires Lake Austin Spa to make an annual payment of \$5,000 to Travis County for improvements and maintenance at Mary Quinlan Park. This year's payment has been received. A new ground maintenance contract will be awarded next week and will cover services from April 2011 through March 2012. The contract will include mowing, litter pickup, and restroom cleaning. The estimated cost of service for the second half of this fiscal year is \$2,160.00

**Budgetary and Fiscal Impact:** There is no fiscal impact to Travis County as these services will be funded 100% from the Mary Quinlan Park Fund.

**Issues and Opportunities:** The maintenance service has been outsourced for several years now and has proven to be quite successful. It also allows Park Management the ability to reallocate resources to other parks within the system.

Required Authorizations: Planning and Budget

**Exhibits:** Copies of the automated budget adjustment form number 26289 for \$2,160, Settlement and Access Right-of-Way Agreements, and the Purchase Requisition Form

IL:SMM:il



Bill Derryberry, Planning and Budget Office Charles Bergh, TNR Parks Robert Armistead, TNR Parks Dan Perry, West District Park Manager Isabelle Lopez, TNR Financial Services

# Untitled and 4/15/11, 11:00 a.m.

#### AUTOMATED BUDGET ADJUSTMENT FORM

	100%	Fi	nd   Next S	Select a format	• Export	<b>F</b>	
		Budg	get Adjustm	ent: 26289			
Fyr _ Budget Type: 2011	I-Reg	Author: 49 - LOI	PEZ, ISABELLE	Crea	ated: 3/28/2011	12:57:52 PM	
PBO Category:		Court Date: Nor	ie	Dep	t: TNR (TRANS	& NATRL RES	RC)
Just: CommCodeRq		Transfer from th maintenance se	e Mary Quinlan F rvice for the rema	Park reserve to an ex ainder of FY2011.	penditure line it	em required to	fund ground
From Account	Acct Desc		Project	Proj Desc			Amount
048-4945-981-9892	ALLOCATE	D RESERVES					2,160
							2,160
To Account			Project				Amount
048-4945-631-6099	OTHER PUI	RCHASED SERVICES	WPN011	Mary Quinlan	Park		2,160
							2,160
Approvals	Dept	Approved By		Date	e Approved		
Originator	49	ISABELLE LOPEZ		3/28	3/2011 1:35:3	34 PM	
DepOffice	49	SYDNIA CROSBIE		3/29	9/2011 10:27	:14 PM	
Page 1			PB At	o conc	T = T		

# PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS



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

# MEMORANDUM

TO: Commissioners Court

**FROM:** Randy Lott, Planning and Budget Analyst

**DATE:** April 5, 2011

**RE:** Request to transfer from the Capital Acquisition Reserve to continue critical infrastructure video surveillance program.

During the FY 09 budget process, the Commissioners Court approved a Security Committee recommendation to begin deployment of security and video surveillance of IT critical infrastructure. During the FY 11 budget process, ITS requested additional funding (\$135,000) to continue with the project. However, a new integrated security surveillance system was being investigated at the time and PBO discussions with ITS left it unclear whether an RFI/RFP process would be complete in FY 11. Given that uncertainty, but not wanting to push the initiative back an entire year, PBO recommended, and the Commissioners Court approved, an Earmark on the Capital Acquisition Reserve for \$135,000. In March 2011, a State of Texas Department of Information Resources (DIR) contract was finally awarded and ITS is requesting Commissioners Court approval for the transfer.

PBO recommends approval of the request.

cc: Joe Harlow, Walter LaGrone, Nick Macik, ITS Leroy Nellis, Rodney Rhoades, PBO Updated 4/15/11, 11:00 a.m.



### TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS \_\_\_\_\_\_\_ Joe Harlow, Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

Date: April 5, 2011

To: Randy Lott, Budget Analyst

From: Joe Harlow, Chief Information Officer Jas Harlow

Subject: Budget Adjustment CAR Reserves Earmark-Video Surveillance

The attached budget adjustment is to transfer funds from the CAR Reserves. As part of the FY 11 Budget, ITS requested funding for Video Surveillance equipment for controlling and monitoring critical infrastructure. The FY 11 Budget recommendation is as follows:

"For MCE Priority #16, "Video Surveillance Phase 2 of 3," while this is a continuation of an on-going program, and the Security Committee ranks it number four on their priority list, PBO understands that there is a push for a new integrated camera security system – for which an Request for Information (RFI) has yet to be developed. At this stage in the process, PBO believes a Request for Proposal (RFP) would not be ready for distribution until the fall. **Therefore, PBO recommends that the department's requested amount (\$135,000) be placed as an Earmark against CAR Reserves for FY 11** in case this initiative is ready prior to the following budget year."

Travis County now has a Contract in place with Knight Security Systems for the procurement of this type of equipment. ITS is ready to move forward on this procurement and request approval of the subject budget transfer.

Should you have further questions or require additional information, please contact me.

Cc: Walter LaGrone, ITS

Priority	Recommended Budget Request Name	Recommended Operating Costs	Recommended Capital Costs	Recommended Total
	Total	\$126,721	\$2,312,000	\$2,438,721
19 requests	GRAND TOTAL ALL RECOMMENDED	\$757,955	\$4,669,044	\$5,426,999

#### Note:

For MCE Priority #2, "FACTS Financial Team Continuation-General Fund," PBO recommends to continue funding one FTE out of the Justice Court Technology Fund (050). The other FTE will be internally funded by ITS out of the General Fund. **Please see separate write-up**.

For MCE Priority #16, "Video Surveillance Phase 2 of 3," while this is a continuation of an on-going program, and the Security Committee ranks it number four on their priority list, PBO understands that there is a push for a new integrated camera security system – for which an Request for Information (RFI) has yet to be developed. At this stage in the process, PBO believes a Request for Proposal (RFP) would not be ready for distribution until the fall. Therefore, PBO recommends that the department's requested amount (\$135,000) be placed as an Earmark against CAR Reserves for FY 11 in case this initiative is ready prior to the following budget year.

MCE Priority # 17, "Infrastructure for Airport Blvd," has been given to Facilities Management for analysis since it concerns air conditioning systems at 5501 Airport—**no PBO recommendation is made at this time.** 

MCE Priority # 25, "Television Cable Service for Travis County," PBO recommends a \$200,000 Earmark against Allocated Reserve for FY 11. Given that whatever funds will be required will not be needed until mid FY 11, and that the amount required is an estimate and the lead department has yet to be determined (ITS or RMCR), PBO believes an Earmark should allow access to funds when they are eventually required during the March-April 2011 timeframe. **Please see separate write-up**.

# PBO Recommendations & Comments:

The following General Fund MCE requests are recommended for inclusion in the Preliminary Budget:

Priority	Recommended MCE Budget Request Name	Recommended Operating Costs	Recommended Capital Costs	Recommended Total
1	Maintenance Agreement Increases	265,334		265,334
3	Disk Storage Increase		300,000	300,000
4	UPS and Battery Replacement	76,000	90,000	166,000
5	Airport Network Capacity Increase	1,100	164,400	165,500
6	Data Center Expansion		101,679	101,679
7	GAATN Enhancement		298,000	298,000
8	Replace Data Storage Tapes	150,000		150,000
9	Fiber Optic Cable Maintenance	40,000		40,000
12	Groupwise Server Replacements		250,000	250,000
13	Windows Server Hardware Replacements		89,600	89,600
14	Network Switch Equipment Replacement		440,055	440,055
15	County Internet Upgrade	60,000	128,710	188,710
16	Video Surveillance Phase 2 of 3 (\$135,000 EARMARK against CAR RESERVE)	0	0	0
19	Wireless Network Expansion		295,000	295,000
20	Blade Centers to Accommodate Growth		70,000	70,000
26	DataFlux Integration Software Licenses	38,800	129,600	168,400
	Total	\$631,234	\$2,357,044	\$2,988,358

PBO and ITS also determined that the following requests were MCE, and not New Initiative (NI), as originally submitted as part of their FY 11 budget package. These are also included in the PBO Recommended amount:

Priority	Recommended Budget Request Name	Recommended Operating Costs	Recommended Capital Costs	Recommended Total
1 NI	Identity and Access Management continuation	104,721	1,722,000	1,826,721
5 NI	TCSO East-West Command Bandwidth increase		490,000	490,000
7 NI	ME Office computer program upgrade	22,000	100,000	122,000

.

.

#### Budget Adjustment: 26385

 Fyr\_Budget Type: 2011-Reg
 Author: 12 - MACIK, NICHOLAS
 Created: 4/4/2011 4:25:34 PM

 PBO Category: Amendment
 Court Date: Tuesday, Apr 19 2011
 Dept: RESERVES

 Just: CommCodeRq
 Transfer from Reserves for Video Surveillance Phase 2 of 3

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			135,000
				135,000
To Account		Project		Amount
001-1230-821-3002	SOFTWARE			9,446
001-1230-821-3055	LAW ENFORCEMENT EQ & SUPP			107,792
001-1230-821-5007	REPAIRS-OTHER EQUIPMENT			9,548
001-1230-821-6099	OTHER			8,214
				135,000

Approvals	Dept	Approved By
Originator	12	NICHOLAS MACIK
DepOffice	12	NICHOLAS MACIK
DepOfficeTo	12	NICHOLAS MACIK

Date Approved 4/4/2011 4:25:44 PM 4/4/2011 4:27:59 PM 4/4/2011 4:28:32 PM

Minanger Millis 4/12/11

#### Budget Adjustment: 26504

Fyr \_ Budget Type: 2011-Reg PBO Category: Amendment Just: CommCodeRq Author: 1 - VELASQUEZ, MELISSA Court Date: Tuesday, Apr 19 2011 Redistricting contract 2011 Created: 4/14/2011 9:44:32 AM Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			68,887
				68,887
To Account		Project		Amount
001-1000-521-4099	OTHER PROFESSIONAL SERVIC			68,887
				68,887

Approvals	Dept	Approved By
Originator	1	MELISSA VELASQUEZ
DepOffice	1	MELISSA VELASQUEZ
DepOfficeTo	1	CHERYL BROWN

Date Approved 4/14/2011 9:44:40 AM 4/14/2011 9:44:43 AM 4/14/2011 9:49:57 AM

PBO Concurs N.M. Oligbery There is a \$70,000 Earmarkin the Allocated Reserve for this purpose.

#### Updated 4/15/11, 11:00 a.m. Allocated.Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
(\$18,768)	District Attorney	10/19/10	Family Protection Fund
\$4,443	Various	10/15/10	Canceled Purchase Orders
\$4,051	Various	10/25/10	Canceled Purchase Orders
(\$102,500)	Medical Examiner	10/26/10	Financial Feasibility Study
(\$599,970)	TNR	10/26/10	Hamilton Pool Cleanup Project
(\$3,975)	CJP	10/26/10	ACC Internship Program
(\$5,178)	Civil Courts	10/26/10	ACC Internship Program
\$11,039	Various	11/1/10	Canceled Purchase Orders
(\$230,498)	TNR	11/9/10	McKinney Falls Grant Match
(\$3,500)	Historical Commission	11/9/10	Historical Commission Grant match
\$9,790	Various	11/10/10	Canceled Purchase Orders
(\$168,117)	Facilities	11/23/10	HVAC at EOB
\$3,123	Various	11/23/10	Canceled Purchase Orders
(\$170,000)	Facilities	12/7/10	BEFIT - Data Center
(\$25,100)	Facilities	12/14/10	Land
\$161,390	Various	12/13/10	Canceled Purchase Orders
(\$15,987)	County Attorney	12/14/10	Technical correction of liquidated PO
(\$25,000)	TNR	12/27/2010	Envision Central Texas
\$7,745	Various	1/7/11	Canceled Purchase Orders
(\$17,821)	TNR	1/13/11	Environmental Monitoring @ TXI permitted
\$23,235	Various	1/31/11	Canceled Purchase Orders
\$47,174	Various	2/3/11	Canceled Purchase Orders
\$1,273	Various	2/14/11	Canceled Purchase Orders
(\$110,000)	TNR	2/7/11	Lake Travis Eco. & Water Quality Study
\$9,068	Various	2/7/2011	Canceled Purchase Orders
(\$80,000)	Gen. Admin	3/1/2011	Vinson & Elkins
\$2,912	Various	3/5/2011	Canceled Purchase Orders
\$60	Various	3/15/2011	Canceled Purchase Orders
(\$81,000)	Facilities	4/12/2011	700 Lavaca additional funding
\$128,042	Various	4/11/2011	Canceled Purchase Orders
\$7,662,088	Current Balance		

# Possible Future Expenses Against Allocated Reserve Previously Identified:

mount Explanation	Amount
(\$57,465) Receptionist Position Related Auditor's Office in the 700 Lavaca Building	(\$57,465)
(\$200,000) Transition Planning	(\$200,000)
(\$25,885) ACC Internship Program	(\$25,885)
(\$200,000) Television Cable Service for Travis County	(\$200,000)
(\$185,439) Family Drug Treatment Court	(\$185,439)
(\$184,727) Drug Court Grant Reserves	(\$184,727)
(\$21,060) Cadaver Contract Increase	(\$21,060)
(\$57,137) DWI Court Program	(\$57,137)
(\$20,000) HAZMAT Allocated Reserves	(\$20,000)
(\$19,240) Landfill Leachate Discharge Abatement & Priority 2	(\$19,240)
(\$25,000) Cash Match for MHPD Expansion grant	(\$25,000)
(\$51,494) MHPD FY 11 Continuation funding	(\$51,494)
(\$50,000) Postage and Postage	(\$50,000)
(\$200,000) Managed Print Services	(\$200,000)

#### Updated 4/15/11, 11:00 a.m. Allocated Reserve Status (001-9800-981-9892)

(\$255,000) Workforce Development Pilot Programs

(\$400,000) Civil Indigent Attorney Fees

(\$300,000) Indigent Attorney Fees for Capital Cases

(\$70,000) Redistricting

(\$175,000) Special Election for Senator Wentworth

(\$250,000) Conservation Easement

(\$2,747,447) Total Possible Future Expenses (Earmarks)

\$4,914,641 Remaining Allocated Reserve Balance After Possible Future Expenditures

#### Updated 4/15/11, 11:00 a.m. Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
\$496,980			Beginning Balance
(\$45,000)	Facilities	12/28/10	
\$451.980 (	Current Reserve Balance	<u> </u>	1

# Possible Future Expenses Against CAR Identified During the FY11 Budget Process:

Explanation	
Video Surveillance Phase 2 of 3	
Failing Vehicles	
Guardrails	
Total Passible Future Expanses (Fermarke)	
	Explanation Video Surveillance Phase 2 of 3 Failing Vehicles Guardrails Total Possible Future Expenses (Earmarks)

\$361,980 Remaining CAR Balance After Possible Future Expenditures

ì

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

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

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

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

# Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$2,100,000			Beginning Balance
(\$120,000)	General Admin	3/1/11	Vinson & Elkins
\$1.980.000	Current Reserve Balance	<b>L</b> andra	

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

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

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

Amount	Dept Transferred Into	Date	Explanation	
\$596,369			Beginning Balance	
\$596,369	Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,280			Beginning Balance
\$51.280	Current Reserve Balance		

# $\sqrt{\phi}$

9

	Unallocated Reserve Status (001-9800-981-9898)				
Amount	Dept Transferred Into	Date	Explanation		
\$48,595,756			Beginning Balance		
(\$22,500,000)	Facilities	12/14/10	Land		
(\$754,400)	ITS	12/21/10	Equipment		
(\$3,948,400)	TNR	12/21/10	Vehicles		
(\$1,358,648)	Facilities	3/22/11	Road Projects		
(\$1,405,000)	TNR	3/22/11	Improving county-owned buildings		
\$18,629,308 (	Current Reserve Balance				

# Inallocated Pasarya Status (001 0000 001 0000)

# BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$1,099,930			Beginning Balance
(111,697)	ITS	11/9/10	BEFIT Personnel
(920,159)	Auditor	12/7/10	BEFIT Personnel
(68,074)	PBO	12/7/10	BEFIT Personnel
\$0 C	Current Reserve Balance		

Updated 4/15/11 11:00 a.m.

Item 7

Agenda Item No.

#### TRAVIS COUNTY COMMISSIONER'S COURT AGENDA REQUEST

Work Session Voting Session April 2, 2011 Executive Session Date Date

I. A. Request made by: <u>Samuel T. Biscoe, Judge</u> Elected Official

B. Requested Text: Consider and take appropriate action authorizing the county judge to execute a Statement of Impact - Environmental Assessment for a home buyer assistance pilot program to be administered in Travis County by the Texas Department of Housing and Community Affairs.

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

Signature of Samuel T. Biscoe, Judge

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

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

## TRAVIS COUNTY HOUSING FINANCE CORPORATION



#### AGENDA MEMO

To:Travis County Commissioners CourtFrom:Miguel Gonzalez, Sr. Financial AnalystDate:April 5, 2011Re:Environmental Assessment for TDHCA

#### **Required Action**

Authorize county judge to execute attached "Statement of Impact" for TDHCA.

#### **Background**

The Texas Department of Housing and Community Affairs (TDHCA) is requesting that we complete and execute a "Statement of Impact" Environmental Assessment for a pilot homebuyer assistance program that TDHCA will administer in Travis County. The pilot program will make available \$13 million dollars in home buyer assistance throughout seven different counties (including Travis County) for households at or below 80% of the Area Median Income.

Because the source of funds for the pilot program is from the Department of Housing and Urban Development's (HUD) HOME Program, TDHCA is required to complete an Environmental Assessment from the local jurisdiction. TCHFC staff has reviewed and completed the "Statement of Impact".

#### Recommendation

Staff recommends authorizing the county judge to execute the "Statement of Impact".

cc: Rodney Rhoades, Executive Manager, Planning and Budget Leroy Nellis, Budget Director Harvey Davis, Manager



Travis County Health and Human Services and Veterans Service

CDBG Program P.O. Box 1748 Austin, Texas 78767 PH (512) 854-4100 FAX (512) 854-4115 www.co.travis.tx.us/cdbg

MEMO

To: Leroy Nellis, Budget Director

From: Christy Moffett, LMSW, CDBG Senior Planner

Date: April 13, 2011

Re: Statement of Impact Request from TDHCA

This memo is to confirm a conversation that I had with Terry Newman, Senior Performance Specialist with the Texas Department of Housing and Community Affairs (TDHCA). TDHCA has intention to implement a pilot Homebuyer Assistance Program in a seven county area which includes Travis County. The program provides up to \$20,000 of down payment assistance and closing costs to qualifying homebuyers and is funded through the HOME Program and operated by TDHCA. It has allocated 3 million dollars for the Pilot, and the program will be available to areas that are not currently receiving HOME funds directly from the U.S. Department of Housing and Urban Development.

As a part of a larger environmental assessment being completed by TDHCA for this project, Travis County has been asked to complete a small section related to impacts to community facilities and services in Travis County, attached and named Statement of Impact. Miguel Gonzalez with the Housing Finance Corporation completed the form previously. Due to the brevity of the form, I confirmed the following details with Ms. Newman on 4/12/2011 via telephone and on the attached email:

- 1. While the form indicates that no impact is anticipated to community facilities and services that assessment is made due to the assumption that most of the housing will be existing.
- 2. It is unknown, at this time, how many or if any new homes will be purchased within Travis County with this assistance, but again, the assumption is that the number will be minimal thus mitigating any minor impacts to community services and facilities. Any new construction will be required to have a verifiable source of water and wastewater service.
- 3. TDHCA is considered the Responsible Entity with regard to the Environmental Review, and is responsible for the accuracy of the information provided by Travis County.



Travis County Health and Human Services and Veterans Service CDBG Program P.O. Box 1748 Austin, Texas 78767 PH (512) 854-4100 FAX (512) 854-4115 www.co.travis.tx.us/cdbg

4. Finally, should the Environmental Assessment be challenged in federal court, TDHCA will be responsible for defending the information contained within the document.

Please attach this memo with the Statement of Impact as it provides context regarding the County's responsibility in providing the requested information.

From:"Terry Newman" <terry.newman@tdhca.state.tx.us>To:"Christy Moffett" <Christy.Moffett@co.travis.tx.us>Date:4/13/2011 10:20 AMSubject:EA-Travis County

Christy,

We concur with your email.

Terry Newman

Senior Performance Specialist

Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

Office: 512.305.9259

#### About TDHCA

The Texas Department of Housing and Community Affairs is the state agency responsible for affordable housing, community services, energy assistance, colonia housing programs, and disaster recovery housing programs. It currently administers over \$3 billion through for-profit, nonprofit, and local government partnerships to deliver local housing and community-based opportunities and assistance to Texans in need. For more information please visit www.tdhca.state.tx.us <a href="https://www.tdhca.state.tx.us/">https://www.tdhca.state.tx.us/</a> .

From: Christy Moffett [mailto:Christy.Moffett@co.travis.tx.us] Sent: Tuesday, April 12, 2011 2:15 PM To: Terry Newman Subject: Re:

Terry,

Thank you for talking with me this morning. I would like to confirm the details of the conversation we had as I will be providing them in a memo that will be attached to the Statement of Impact form.

1. While the form indicates that no impact is anticipated to community facilities and services that assessment is made due to the assumption that most of the housing will be existing.

2. Additionally, it is unknown, at this time, how many or if any new homes will be purchased within Travis County with this assistance, but again, the assumption is that the number will be minimal thus mitigating any minor impacts to community services and facilities. Any new construction will be required to have a verifiable source of water and wastewater service.

3. TDHCA is considered the Responsible Entity with regard to the Environmental Review, and is responsible for the accuracy of the information provided by Travis County.

4. Finally, should the Environmental Assessment be challenged in federal court, TDHCA will be responsible for defending the information contained within the document.

Please confirm in writing that you agree with these four statements related to the information requested or correct any details I may

Updated 4/15/11, 11:00 a.m.

have misunderstood.

Regards,

Christy

Christy Copeland Moffett, LMSW CDBG Senior Planner Travis County HHS/VS Executive Manager's Office

P 512.854.3460 F 512.854.4115

www.co.travis.tx.us/cdbg

>>> "Terry Newman" <terry.newman@tdhca.state.tx.us> 4/12/2011 10:32 AM >>>

Christy,

It was good talking to you this morning. I have attached additional information on the Department's HBA program.

Terry Newman

Senior Performance Specialist

Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

Office: 512.305.9259

About TDHCA

The Texas Department of Housing and Community Affairs is the state agency responsible for affordable housing, community services, energy assistance, colonia housing programs, and disaster recovery housing programs. It currently administers over \$3 billion through for-profit, nonprofit, and local government partnerships to deliver local housing and community-based opportunities and assistance to Texans in need. For more information please visit www.tdhca.state.tx.us <a href="http://www.tdhca.state.tx.us/">http://www.tdhca.state.tx.us/</a>>.

ø

TDHCA/Travis County, Contract No. 1001374
Statement of Impact

Communit	y Facilities an	d Servi	ces.	
	,	None	Minor	Major
Educational	X			
Commercia	Facilities	X		
Health Care		X		
Social Servi	ces	X		
Solid Waste		Х		
Waste Wate	r	X		
Storm Wate	r	X		
Water Supp	X			
Public Safety Police		X		
	Fire	X		
	Emergency Medical	х		
Open Open Space Space and Recreation Recreation		х		
		х		
	Cultural Facilities	Х		
Fransportati	Х			

Samuel T. Biscoe, County Judge Travis County, Texas

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



## Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Deborah Laudermilk, Cash Investment Management, 854-9779 Elected/Appointed Official/Dept. Head: Deborah Laudermilk, Investment Officer Sponsors: Judge Biscoe

## AGENDA LANGUAGE:

Consider and take appropriate action on request to (1) Accept and open applications and good faith checks from local banks interested in being Travis County's Depository Bank, and (2) Authorize the Bank Depository Review Committee to review the applications and recommend a Depository Bank to the Court.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

## **STAFF RECOMMENDATIONS:**

See attached

### **ISSUES AND OPPORTUNITIES:**

See attached

## FISCAL IMPACT AND SOURCE OF FUNDING:

None at this time. During the current contract, there were no hard dollar costs paid by Travis County to the depository bank. The new bank contract may require additional funds to be budgeted to cover bank charges that exceed earnings credits.

## **REQUIRED AUTHORIZATIONS:**

Cash Investment Management	Deborah Laudermilk	Completed	04/12/2011 4:27 PM
County Attorney's Office	Barbara Wilson	Pending	
Planning and Budget Office	Leroy Nellis	Pending	
Planning and Budget Office		Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

#### **CASH/INVESTMENT MANAGEMENT DEPARTMENT** TRAVIS COUNTY, TEXAS



Travis County Administration Building 314 W. 11th Street, Suite 540 P.O. Box 1748 Austin, Texas 78767 Phone: (512) 854-9779 Fax: (512) 854-4210 Email: Deborah.laudermilk@co.travis.tx.us

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

FROM: Deborah A. Laudermilk, Investment Manager Reagan Grimes, Sr. Financial Analyst

**Depository Bank Applications** 

Palel Freel

## **Proposed Motions:**

Consider and take appropriate action on request to (1) Accept and open applications and good faith checks from local banks interested in being Travis County's Depository Bank and (2) Authorize the Bank Depository Review Committee to review the applications and recommend a Depository Bank to the Court.

#### **Summary:**

RE:

On March 22, 2011, the Commissioners Court approved the Bank Depository Request for Applications. The RFA was provided to nine local banks (see attached list of banks). All were invited to a Pre-application conference to ask questions about banking services required by Travis County. Representatives from five of these banks (Bank of America, BBVA Compass, Frost Bank, JPMorgan Chase Bank, and Wells Fargo) met on March 30, 2011. Additional information was provided at that conference and in responses to written questions submitted after the conference.

Applications are due in the office of the Travis County Judge by 10:00 AM on April 19, 2011. State law (Local Government Code Chapter 116.024) requires that all applications filed with the county judge be entered in the Court minutes, and applications will be opened in Commissioners Court.

Applications will be reviewed by the Bank Depository Review Committee, consisting of representatives from the six departments who are the biggest users of bank services (see attached list), and representatives from ITS, Cash/Management, and PBO. The committee anticipates returning to the Commissioners Court on May 10 to recommend a depository bank.

#### **Budgetary:**

During the current contract, there were no hard dollar costs paid by Travis County to the depository bank. The new bank contract may require additional funds to be budgeted to cover bank charges that exceed earnings credits.

#### **Required Authorizations:**

Authorization by Commissioners Court.

#### Attachments:

Banks provided with the RFA

cc: Rodney Rhoades, Executive Manager, Planning and Budget Dolores Ortega-Carter, Treasurer Susan Spataro, County Auditor Nelda Wells Spears, Tax Assessor Collector Joe Harlow, Director, ITS Dana DeBeauvoir, County Clerk Amalia Rodriguez-Mendoza, District Clerk Greg Hamilton, County Sheriff Scot Doyal, Director, Domestic Relations Cyd Grimes, Purchasing Agent Geraldine Nagy, Director, Community Supervision and Corrections Leroy Nellis, Budget Manager Barbara Wilson, Assistant County Attorney Cindy Bohanan, County Clerk's office Michelle Brinkman, District Clerk's office Robert Chappell, District Clerk's office Paul Matthews, Sheriff's office Rhonda Ambrose, Treasurer's office Patricia Smith, Tax office Sandy Hendrix, Auditor's office Renata Claridge, Domestic Relations Nick Macik, ITS Carol Joseph, TNR

## Attachment 1

Status	Bank	Contact	Title
	Bank of America Merrill Lynch	Ms. Kathaleen Ford Smith	Senior Vice President/Sr. Client Manager, Government and Institutional
Withdrawn	Comerica	Jill Burtchaell	
	Citibank	Ms. Mary Lewis, CTP	Vice President, N.A. Public Sector
	BBVA Compass	Jon Eckert	Senior Vice President, Corporate Banking Manager
	Frost Bank	Norman Witcher	Asst Vice President
	JPMorgan Chase	Larnell Camus	SVP Relationship Manager
	Prosperity Bank Charles (		Banking Center President
Texas Capital Bank Salina		Salina Bensman	Senior VP, Treasury and Liquidity Solutions
	Wells Fargo Bank, N.A.	Crystal Reynolds	Asst. VP, Relationship Manager, Government, Education and Non- Profit Banking

Item 9



## **Travis County Commissioners Court Agenda Request**

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Norman McRee, Human Resources Management, 854-4821 Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director Sponsors: Judge Biscoe

#### AGENDA LANGUAGE:

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 \$678,799.41, for the period of April 1 to April 7, 2011.

#### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attachments

#### **STAFF RECOMMENDATIONS:**

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 678,799.41.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (525) - \$678,799.41

### **REQUIRED AUTHORIZATIONS:**

Human Resources Management Human Resources Management Human Resources Management Planning and Budget Office County Judge's Office Commissioners Court Norman McRee Dan Mansour Diane Blankenship Rodney Rhoades Cheryl Aker Cheryl Aker Completed Completed Pending Pending Pending Pending 04/12/2011 11:22 AM 04/12/2011 12:01 PM

#### **Travis County Commissioners Court Agenda Request**

 Voting Session
 April 19, 2011
 Work Session

 (Date)
 (Date)

#### I. Request made by:

Rodney Rhoades, County Executive, Planning and Budget Phone # 854-4718 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 \$678,799.41, for the period of April 1 to April 7, 2011.

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)

۲

#### TRAVIS COUNTY RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	April 19, 2011
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:	April 1, 2011 to April 7, 2011
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	\$678,799.41
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 \$678,799.41.

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

#### MARCH 18, 2011 TO MARCH 24, 2011

- 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. FY Comparison of Paid Claims to Budget.
- Page 5. Notification of amount of request from United Health Care (UHC).
- Page 6. Last page of the UHC Check Register for the Week.
- Page 7. List of payments deemed not reimbursable.
- Page 8. Journal Entry for the reimbursement.

#### TRAVIS COUNTY RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	April 19, 2011
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:	April 1, 2011
TO:	April 7, 2011

#### **REIMBURSEMENT REQUESTED:**

678,799.41

\$

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,761,683.38
bank withdrawal correction	\$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	÷.	.,,
COMMISSIONERS COURT: April 12, 2011	\$	(1,080,169.24)
October 5, 2010 adj	\$	135.10
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	678,799.41
PAYMENTS DEEMED NOT REIMBURSABLE	\$	
TRANSFER OF FUNDS REQUESTED:	\$	678,799.41

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

All claims over \$25,000 (4 this week totaling \$162,685.73) 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 (\$81,806.43) 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 \$200,000 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 (\$8,118.49).

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.

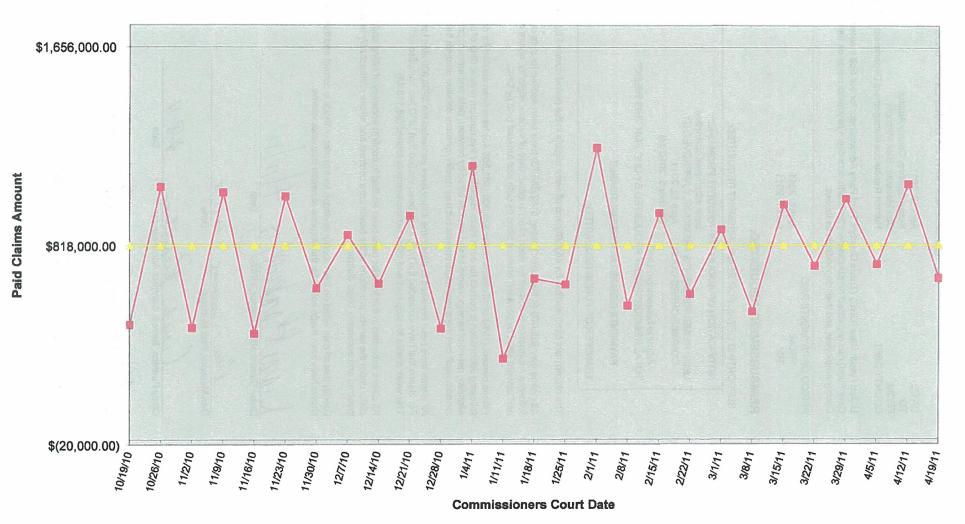
Director HRM Date

a 11-11 macel Dan Mansour, Risk Manager

Cindy Purinton, Benefit Contract Administrator

4/8/11 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

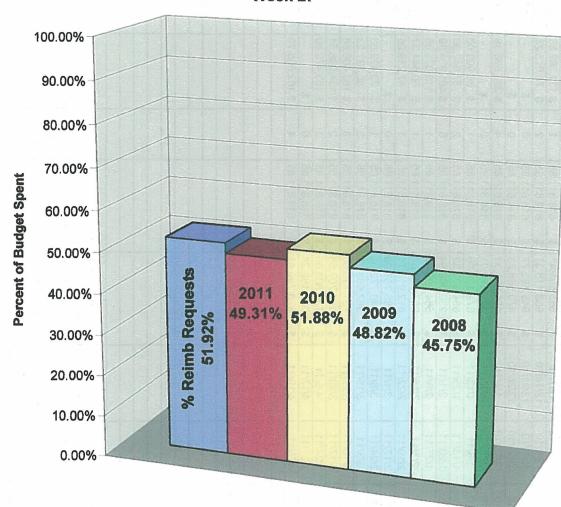
h

T

w k	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2011 % of Budget	FY 2010 % of Budget
1	10/1/10	10/7/10	10/19/10	\$ 486,507.45	\$ 818,811.85	Claims 1	¢ 40.000.05	Spent 1.14%	Spent 4 Put/
2	10/1/10	10/14/10	10/19/10	\$ 1,067,933.98	\$ 818,811.85	1	\$ 49,999.05 \$ 28,590.00	3.65%	1.34% 3.50%
3	10/15/10	10/21/10	11/2/10	\$ 474,168.77	\$ 818,811.85	0	\$ -	4.76%	4.52%
4	10/22/10	10/28/10	11/9/10	\$ 1,046,388.94	\$ 818,811.85	2	\$ 94,485.65	7.22%	6.25%
5	10/29/10	11/4/10	11/16/10	\$ 450,447.03	\$ 818,811.85	0	\$ -	8.28%	7.74%
6	11/5/10	11/11/10	11/23/10	\$ 1,028,242.13	\$ 818,811.85	3	\$ 123,628.10	10.69%	11.01%
7	11/12/10	11/18/10	11/30/10	\$ 639,563.92	\$ 818,811.85	3	\$ 139,913.93	12.20%	13.27%
8	11/19/10	11/25/10	12/7/10	\$ 863,593.47	\$ 818,811.85	1	\$ 131,362.53	14.23%	15.49%
9	11/26/10	12/2/10	12/14/10	\$ 658,118.37	\$ 818,811.85	2	\$ 75,075.28	15.77%	17.37%
10	12/3/10	12/9/10	12/21/10	\$ 945,893.77	\$ 818,811.85	0	\$ -	17.99%	19.74%
11	12/10/10	12/16/10	12/28/10	\$ 470,558.23	\$ 818,811.85	0	\$ -	19.10%	20.97%
12	12/17/10	12/23/10	1/4/11	\$ 1,156,991.32	\$ 818,811.85	4	\$ 263,598.19	21.81%	23.16%
13	12/24/10	12/30/10	1/11/11	\$ 341,870.01	\$ 818,811.85	0	\$ -	22.62%	24.66%
14 15	12/31/10 1/7/11	1/6/11 1/13/11	1/18/11 1/25/11	\$ 679,129.98 \$ 654,603.52	\$ 818,811.85 • 919,911,95	1 2	\$ 35,903.00	24.21%	26.85%
16	1/14/11	1/20/11	2/1/11	\$ 1,230,988.94	\$ 818,811.85 \$ 818,811.85	6	\$ 87,942.00 \$ 401,934.99	25.75% 28.64%	27.96% 30.56%
17	1/21/11	1/27/11	2/8/11	\$ 564,906.99	\$ 818,811.85	1	\$ 112,075.66	29.97%	31.71%
18	1/28/11	2/3/11	2/15/11	\$ 957,377.67	\$ 818,811.85	1	\$ 50,544.37	32.22%	34.69%
19	2/4/11	2/10/11	2/22/11	\$ 612,913.71	\$ 818,811.85	1	\$ 47,219.06	33.66%	36.15%
20	2/11/11	2/17/11	3/1/11	\$ 885,757.98	\$ 818,811.85	0	\$ -	35.74%	41.19%
21	2/18/11	2/24/11	3/8/11	\$ 540,772.02	\$ 818,811.85	1	\$ 33,422.63	37.01%	40.98%
22	2/25/11	3/3/11	3/15/11	\$ 992,688.31	\$ 818,811.85	3	\$ 86,327.23	39.34%	43.38%
23	3/4/11	3/10/11	3/22/11	\$ 731,715.00	\$ 818,811.85	3	\$ 153,400.86	41.06%	44.76%
24	3/11/11	3/17/11	3/29/11	\$ 1,017,707.55	\$ 818,811.85	2	\$ 134,936.51	43.45%	47.38%
25	3/18/11	3/24/11	4/5/11	\$ 736,608.69	\$ 818,811.85	2	\$ 183,479.80	45.18%	48.32%
26	3/25/11	3/31/11	4/12/11	\$ 1,080,169.24	\$ 818,811.85	0	\$ -	47.71%	50.65%
27	4/1/11	4/7/11	4/19/11	\$ 678,799.41	\$ 818,811.85	4	\$ 162,685.73	49.31%	51.88%
					<b></b>				
					:				
							1		
							1		
			-						
		· · · · · · · · · · · · · · · · · · ·							
							<u> </u>		
							+		
							+		
									<u> </u>
						1	1		
							1	1	1
									1
									L
	Į	Paid & Budget	ed Claims to Date	\$ 20,994,416.40	\$ 22,107,919.85	]			
		-	Claims less Total W		\$ (1,113,503.45)	1			
	l				ψ (1,113,003.45)	J			

#### Travis County Employee Benefit Plan FY11 Weekly Paid Claims VS Weekly Budgeted Amount

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.



Comparison of Claims to FY Budgets Week 27

From:<SIFSFAX@UHC.COM>To:<NORMAN.MCREE@CO.TRAVIS.TX.US>Date:4/8/2011 4:36 AMSubject:UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-04-08 REQUEST AMOUNT: \$1,761,683.38

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

CALCULATION OF REQUEST AMOUNT + ENDING BANK ACCOUNT BALANCE FROM: 2011-04-07 \$209,801.81 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00 + PRIOR DAY REQUEST: \$00.00 = UNDER DEPOSIT: \$1,728,916.19 + CURRENT DAY NET CHARGE: \$32,767.19 + FUNDING ADJUSTMENTS: \$00.00 **REQUEST AMOUNT:** \$1,761,683.38 ACTIVITY FOR WORK DAY: 2011-04-01 CUST NON NET PLAN CLAIM CLAIM CHARGE 0632 \$72,868.63 \$00.00 \$72,868.63 TOTAL: \$72,868.63 \$00.00 \$72.868.63 ACTIVITY FOR WORK DAY: 2011-04-04

CUST		NON	NET
PLAN	CLAIM	CLAIM	CHARGE
0632	\$394,985.66 Page: 1 of 2	\$00.00	\$394,985.66

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011\_04\_07

CONTR_NBR	PLN_ID	TRANS_AMT SRS_DE	SG NBR CHK NBR GRP ID	CLM ACCT NBR	ISS DT	TRANS TYP CD	TRANS DT	WK END DT
701254	632	0.01 QG	60190822 AH	- 5	4/4/2011		4/6/2011	4/7/2011
701254	632	0.01 QG	60190822 AH	1	4/4/2011	100	4/6/2011	4/7/2011
701254	632	0.01 QG	60190822 AH	7	4/4/2011	100	4/6/2011	4/7/2011
701254	632	0.01 QG	60190822 AH	1	4/4/2011	100	4/6/2011	4/7/2011
701254	632	0.01 QG	60190822 AH	1	4/4/2011	100	4/6/2011	4/7/2011
701254	632	0.01 QG	60190822 AH	1	4/4/2011	100	4/6/2011	4/7/2011
701254	632	0.01 QG	60190822 AF	16	4/4/2011	100	4/6/2011	4/7/2011
701254	632	-0.99 QG	10045910 AH	6	1/3/2011	50	4/6/2011	4/7/2011
701254	632	-20 UZ	63360530 AA	1	5/4/2010	50	4/6/2011	4/7/2011
701254	632	-57.34 RK	68283270 AH	1	3/29/2011	50	4/4/2011	4/7/2011
701254	632	-60 QG	60028223 AE	9	12/22/2010	50	4/8/2011	4/7/2011
701254	632	-75 PH	80196207 AA	7	12/28/2010	50	4/4/2011	4/7/2011
701254	632	-82.81 U4	77417220 A	3	4/2/2011	50	4/8/2011	4/7/2011
701254	632	-105 RI	84632770 AA	1	6/25/2010	50	4/4/2011	4/7/2011
701254	632	-125 PH	80196207 AA	7	12/28/2010	50	4/4/2011	4/7/2011
701254	632	-355.2 QG	60022905 AE	9	3/30/2011	50	4/5/2011	4/7/2011
701254	632	-900.85 PH	60345632 AA	8	4/2/2011	50	4/8/2011	4/7/2011
701254	632	-1720.87 QG	30101211 AH	6	3/30/2011	50	4/5/2011	4/7/2011
701254	632	-4615.43 NN	SSN0000CAL	0	3/31/2011	600	4/6/2011	4/7/2011

٩.

0

678,799.41

# Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable

-

4

For the payment week ending: 04/07/2011

CONTR\_# TRANS\_AMT\_SRS\_CHK\_# CLAIM TRANS\_CODE TRANS\_DATE CODE TRANS\_DATE

*Total:* \$0.00

2

For the payment week ending:

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

4/7/2011

Journal Entry for the Reimbursement to United Health Care

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
EE			
	526-1145-522.45-28	100,736.79	
RR	~		
	526-1145-522.45-29	5,698.73	
Total CEPO			\$106,435.52
EPO			·
EE			
	526-1145-522.45-20	162,549.76	
RR			
	526-1145-522.45-21	11,429.11	
Total EPO			\$173,978.87
PPO			· ·
EE			
	526-1145-522.45-25	370,149.14	
RR	_		
	526-1145-522.45-26	28,235.88	
Total PPO			\$398,385.02
Grand Total			\$678,799.41

Friday, April 08, 2011

Page 1 of 1

Item 10



## Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Cynthia Lam-Roldan, Human Resources Management, 854-4822 Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director Sponsors: Judge Biscoe

## AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Attached are Personnel Amendments for Commissioners Court approval. Routine Personnel Actions - Pages 2 - 4.

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

# FISCAL IMPACT AND SOURCE OF FUNDING: None.

## **REQUIRED AUTHORIZATIONS:**

Human Resources Management Human Resources Management Planning and Budget Office County Judge's Office Commissioners Court Todd OsburnPendingDiane BlankenshipPendingRodney RhoadesPendingCheryl AkerPendingCheryl AkerPending



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

P.O. Box 1748

Austin, Texas 78767

## April 19, 2011

ITEM # :

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

**DATE:** April 8, 2011

- TO: Samuel T. Biscoe, County Judge Ron Davis, Commissioner, Precinct 1 Sarah Eckhardt, Commissioner, Precinct 2 Karen L. Huber, Commissioner, Precinct 3 Margaret Gomez, Commissioner, Precinct 4
- VIA: Rodney Rhoades, County Executive, Planning and Budget
- FROM: Diane Blankenship, Director, HRMD
- **SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

RR/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>	NEW HIRES						
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary			
County Atty	167	Victim Counselor Sr (Part-time)	16 / Minimum / \$18,512.00	16 / Minimum / \$18,512.00			
JP Pct 1	60003	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83			
Pretrial Services	70	Pretrial Officer I	15 / Level 1 / \$35,651.20	15 / Level 1 / \$35,651.20			
Tax Collector	122	Tax Specialist I	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42			
TNR	109	Office Specialist**	10 / Level 5 / \$28,371.20	10 / Level 5 / \$28,371.20			
* Temporary	to Regu	ılar	** A(	ctual vs Authorized			

TEMPORARY APPOINTMENTS							
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code		
HHS	50264 (2 <sup>nd</sup> Job)	Office Specialist	10 / \$13.64	10 / \$13.64	05		
TNR	20059	Park Tech I	8 / \$11.00	8 / \$11.00	02		
** <b>Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).							

CAREER LADDERS – POPS							
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice	
Constable 3	35	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$47,942.75	\$52,441.17	Career Ladder. Peace Officer Pay Scale (POPS).	
Constable 3	38	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$46,080.53	\$49,960.98	Career Ladder. Peace Officer Pay Scale (POPS).	
Constable 3	39	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$46,080.53	\$49,960.98	Career Ladder. Peace Officer Pay Scale (POPS).	
Constable 5	69	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$44,291.10	\$47,480.16	Career Ladder. Peace Officer Pay Scale (POPS).	
* Actual vs Authorized							

#### PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

REASSIG	NMENTS / TEMPORARY		-		
Dept. Slot – Position Title		Dept.	Slot – Position Title	Comments	
(From)	– Grade – Salary	(To)	– Grade – Salary		
Criminal Courts	Slot 145 / Judicial Aide Spec / Grd 16 / \$41,515.18	Criminal Courts	Slot 145 / Judicial Aide Spec / Grd 16 / \$44,015.18	Salary adjustment. Pay is between min and midpoint of pay grade.	
District Atty	Slot 27 / Attorney VI / Grd 28 / \$95,894.08	District Atty	Slot 166 / Attorney VI / Grd 28 / \$95,894.08	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.	
District Atty	Slot 166 / Attorney VI / Grd 28 / \$90,713.40	District Atty	Slot 27 / Attorney VI / Grd 28 / \$90,713.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.	
Juvenile Probation	Slot 136 / Mailroom Svcs Asst / Grd 9 / \$31,005.02	Fac Mgmt	Slot 6 / Building Maint Worker / Grd 9 / \$27,217.63	Lateral transfer. Employee transferred to different slot, different position, different department, same pay grade. Pay is between min and midpoint of pay grade.	
Juvenile Probation	Slot 191 / Juvenile Probation Ofcr II* / Grd 15 / \$37,114.50	Juvenile Probation	Slot 229 / Juvenile Probation Ofcr III / Grd 16 / \$38,970.23	Promotion. Pay is between min and midpoint of pay grade.	
Probate Court	Slot 8 / Attorney I / Grd 21 / \$56,699.69	Probate Court	Slot 7 / Attorney V* / Grd 27 / \$77,956.53	Promotion. Pay is at minimum of pay grade.	
Sheriff	Slot 17 / Lieutenant Corrections* / Grd 89 / \$100,456.10	Sheriff	Slot 25 / Captain Law Enforcement / Grd 28 / \$107,488.02	Promotion. Transition from Peace Officer Pay Scale to Classified Pay Scale. Pay is between min and midpoint of pay grade.	
* Actual vs Authorized					

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS							
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments			
TNR	Slot 35 / Financial Analyst / Grd 17 / \$46,133.60	TNR	Slot 143 / Financial Analyst Sr / Grd 19 / \$50,793.60	Promotion. Pay is between min and midpoint of pay grade.			
TNR	Slot 252 / Road Maint Worker / Grd 8 / \$27,462.80	TNR	Slot 269 / Road Maint Worker Sr / Grd 9 / \$29,972.80	Promotion. Pay is between midpoint and max of pay grade.			
TNR	Slot 365 / Equipment Operator / Grd 10 / \$35,788.06	TNR	Slot 259 / Equipment Operator Sr / Grd 11 / \$37,577.46	Promotion. Pay is between midpoint and max of pay grade.			
* Actual vs Authorized							

# 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

Item 11



## Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: John Carr, Facilities Management, 854-4772 Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director Sponsors: Commissioner Gómez

## AGENDA LANGUAGE:

Consider and take appropriate action on request to approve funding and minor renovation project at the Palm Square facility.

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The move of the Family Support Services (FSS) from the basement of the Palm Square building to the first floor requires some modifications. The initial public lobby remodel was completed using funds (\$17,062) saved from the remodel of the Travis County Housing Authority space for the HHS Department and was approved by the Commissioners Court on December 21, 2010.

The required additional modifications to the first floor will improve the work function and enhance the building security, they are:

1. Seven card readers at a cost of \$14,224

2. Remodel of the interior FSS reception area. Full line-of-sight view between the reception desk and the lobby will improve the security for both HHS and FSS. The cost is \$13,752

3. The total cost of the required modifications is \$27,976. Including a 10% contingency of \$2,798, the total request is \$30,774.

Facilities Management Department (FMD) is requesting \$30,774 in funding from allocated reserves to complete the required modifications to the Palm Square first floor.

## STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the transfer of \$30,774 of funding from the allocated reserves to allow completion of the additional modifications to the first floor of the Palm Square facility.

## **ISSUES AND OPPORTUNITIES:**

This additional \$30,774 will allow for the modifications to the building as requested by HHS to be completed. The \$17,062 in savings from the HHS

Lease Space Remodel project has already been applied to support the initial public remodel work as approved in December 2010.

## FISCAL IMPACT AND SOURCE OF FUNDING:

FY 11 - \$30,774 from allocated reserves

## **REQUIRED AUTHORIZATIONS:**

Facilities Management Facilities Management Emergency Services Planning and Budget Office Commissioner Precinct 4 Office County Judge's Office Commissioners Court John Carr Roger El-Khoury Danny Hobby Rodney Rhoades Margaret J. Gómez Cheryl Aker Cheryl Aker Completed Completed Pending Pending Pending Pending Pending 04/07/2011 1:11 PM 04/11/2011 2:02 PM



## **Travis County Commissioners Court Agenda Request**

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Kristy Vargas, Justice and Public Safety, 854-4753 Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive Sponsors: Judge Biscoe

## AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REALLOCATING FUNDING AND RESTRUCTURING OF THE COMMITMENT TO CHANGE PROGRAM ADMINISTERED BY THE COUNSELING AND EDUCATION SERVICES DEPARTMENT

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

## STAFF RECOMMENDATIONS:

Counseling and Education Services (CES) and Criminal Justice Planning (CJP) are recommending to the Commissioners Court a restructuring and reallocation of \$313,000 in funding for the Commitment to Change Program at the Travis State Jail, and to discontinue substance abuse treatment services at the Woodman State Jail. Through the reallocation of funding, focus of staff time shall be used to continue a full cognitive substance abuse treatment program at the Travis State Jail, and more robust post release case management program for high risk, high need offenders in CTC, Turning Point, and at the Travis State Jail. Post release case management will also be available to female inmates at the Woodman State Jail, along with services from OWDS

## **ISSUES AND OPPORTUNITIES:**

# FISCAL IMPACT AND SOURCE OF FUNDING: N/A

## **REQUIRED AUTHORIZATIONS:**

Justice and Public Safety County Judge's Office Commissioners Court Roger Jefferies Cheryl Aker Cheryl Aker Completed Pending Pending 04/14/2011 10:08 AM

#### AGENDA REQUEST INFORMATION:

- Session/Date: Voting Session: April 19, 2011
- Requested Action: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REALLOCATING FUNDING AND RESTRUCTURING OF THE COMMITMENT TO CHANGE PROGRAM ADMINISTERED BY THE COUNSELING AND EDUCATION SERVICES DEPARTMENT.

#### **PROGRAMMATIC INFORMATION:**

Points of Contact for additional information: Roger Jefferies, Justice and Public Safety County Executive, 44759; Caryl Colburn, CES Director, 44618; Teresa Goff, CES Program Manager, 44133; Kimberly Pierce, CJP Planning Manager, 44764, Cathy McClaugherty, Senior Planner, 44713; Cindy Finnegan, Senior Planner, 43277

 $\triangleright$ 

**Summary of Program Objective/Staff Recommendation:** Counseling and Education Services (CES) and Criminal Justice Planning (CJP) are recommending to the Commissioners Court a restructuring and reallocation of \$313,000 in funding for the Commitment to Change Program at the Travis State Jail, and to discontinue substance abuse treatment services at the Woodman State Jail. Through the reallocation of funding, focus of staff time shall be used to continue a full cognitive substance abuse treatment program at the Travis State Jail, and more robust post release case management program for high risk, high need offenders in CTC, Turning Point, and at the Travis State Jail. Post release case management will also be available to female inmates at the Woodman State Jail, along with services from OWDS, and periodic resource fairs.

**What is CTC?** - The CTC Program is designed as three phase pre-release, substance abuse and cognitive behavioral therapy program for both court ordered and voluntary clients, that focuses on substance abuse and criminal conduct. Both substance abuse and criminal conduct are addressed utilizing Criminal Conduct & Substance Abuse Treatment: Strategies for Self-Improvement and Change, by Kenneth W. Wanberg, PhD., and Harvey B. Milkman PhD.

A summary of the recommended changes includes:

• Reallocation of funding to allow for the existence of 1 full time and two part time Chemical Dependency Counselors supervised by CES to provide substance abuse treatment.

- Reallocation of funding to allow for the existence of one case manager and one social worker for reentry and community based case management.
- Capacity to serve 96 in the substance abuse treatment program prerelease, and capacity to serve up to 150 with reentry and community based case management. The additional capacity in the post release reentry program will allow it to serve other offenders including high risk, high need inmates in the Travis State Jail's Turning Point program and women at the Woodman State Jail.

## Proposed CTC Streamlined Program Travis State Jail Only

## Administered by CES:

This proposal is to use the Criminal Conduct & Substance Abuse Treatment: Strategies for Self-Improvement and Change curriculum by Kenneth w. Wanberg PhD, and Harvey B. Milkman PhD in its entirety as the treatment program for the Commitment to Change (CTC) program at the Travis State Jail. This is an evidence based, cognitive behavioral therapy program used nationwide in correction settings for substance dependent offenders. This curriculum can be modified for use in accordance with the amount of time an offender is sentenced to serve at the State Jail. However, to maximize the effectiveness of the treatment intervention, it is recommended that the period of incarceration be no less than three (3) months and that aftercare be mandated as part of the offender's probation. CES consulted with Dr. Harvey Milkman to modify the curriculum to accommodate varying lengths of stay. The phases of the curriculum not completed while incarcerated can be completed during mandated aftercare. Transition planning will be accelerated for those with shorter sentences to facilitate reentry into the community. The Travis State Jail would house 24 CTC Program participants at a time in one dorm, averaging 72 clients per year. In this proposal, the Woodman State Jail unit would not receive the criminal conduct/substance abuse treatment component but will still be eligible to receive modified reentry services upon return to Travis County.

### WHO: (Currently in process of reviewing criteria)

• The optimal candidate for this program is a person at high risk for substance abuse and criminal conduct. The following screening and assessment instruments will be used to determine appropriateness for the program: Screening for CTC Criteria; assessment for criminal risk & needs, the **Proxy**; assessment for substance abuse and/or dependence, the **Addiction Severity Index (ASI)**. Clients who are referred or

express interest in the program must first meet the following CTC program criteria:

- Non-violent, Non 3g Offenders; Attachment B lists all 3g felonies that are excluded from CTC participation
- No Sex Offenders
- Verified Travis County Resident
- Admitted Addict
- No Drug Dealers
- Agreement to voluntarily participate in the CTC Program as well as, three
   (3) months of direct aftercare and three (3) months of indirect aftercare
   (for voluntary clients only)
- IQ of 90, High School Diploma or a GED or working towards a GED
- Enrolled participants must have the mental and physical abilities to become employed upon release from the Travis State Jail.
- Priority is given to participants with family members, but is not the only consideration.
- Negative result from random urinalysis in post release aftercare will result in removal from the program as outlined in the policies and procedures of the TDCJ.
- No diagnosis of schizophrenia or other psychotic disorders.

## WHAT:

This proposal for the Commitment to Change (CTC) program allows for different sentencing options. All clients will complete at least 316 hours of cognitive behavioral therapy but can complete at different rates of time depending on their sentence. CTC is also being streamlined by offering only the components needed for treatment and eliminating such groups as job readiness training, anger management, parenting, and pre-release family counseling. Other programs and agencies that provide these services will be sought out to provide this education for CTC clients. All case-management and re-entry services will now be provided by Criminal Justice Planning's Reentry Program.

Once a client has been screened for admission criteria, appropriately assessed and accepted into CTC, he will begin the treatment program which consists of three phases. CTC will also use a Treatment Plan derived from needs identified in the assessments and in collaboration with the client about problems, goals and objectives which will be followed throughout their treatment.

Phase I consists of an intensive pre-release treatment component of 208 hours. It includes the first 20 sessions of the <u>Criminal Conduct & Substance Abuse</u> <u>Treatment: Strategies for Self-Improvement and Change</u> curriculum by Kenneth w. Wanberg PhD, and Harvey B. Milkman PhD. Phase I is when the client learns the concepts and skills for responsible living. The client will also receive individual counseling, group counseling, as well as, time to practice skills learned,

journaling and doing homework. Once the client is released, he needs to complete Milkman Phase II which is 91 hours of strengthening the skills learned prerelease. This component is key to the retention of new skills as this phase allows for continuation of the skill building exercises, small group work, journaling, role plays and other techniques that lead to higher level learning, and to the new behavior becoming immediate and reflexive so it replaces old, maladaptive behavior.

The third component, Phase III, allows the client to practice what he has learned in real life situations with a focus on relapse and recidivism prevention skills and a healthy life style. It consists of 32 hours of aftercare, continuing to practice their new skills in a safe environment with trusted people. The relationship between the client and the counselors is key to success with any curriculum and treatment program. A healthy, trusting, caring relationship with clear, firm boundaries and the experience of having someone listen without judging and, once the relationship is established, offer suggestions, support and confrontation when appropriate may be a first for many clients in this program.

CTC will measure knowledge increase after each phase of the program. The client will receive a certificate stating that he has successfully completed each phase if he passes the test. The referring judge, probation officer and reentry case manager will also receive notice of the client's progress. Following the completion of at least 316 hours of treatment (including aftercare), the client will graduate and receive a diploma.

## <u>HOW:</u>

#### Direct Sentencing:

All CTC clients will be court ordered by the Travis County District Court Judges. They will utilize several different sentencing options to place participants in the CTC Program at the Travis State Jail. They all have the option of ordering CTC Aftercare and the Reentry Program as a condition of probation. The Travis County Adult Probation Department will be a partner in both these programs.

#### Program Staffing

This proposal would need one Full Time, Licensed Chemical Dependency Counselor (LCDC) and two Part Time (20 hours each) LCDCs and an Office Specialist Sr.

#### One - FTE- Chemical Dependency Counselor - LCDC

- Milkman Phase 1, 2 & 3 8 hrs per wk
- Milkman Client Presentations 4 hrs per wk
- Group Counseling 2 hrs per wk
- Individual Counseling 4 hours per wk

- Staff/Supervision Meetings 4 hr per wk
- Assessments 3 Hours per week
- Documentation 5 hrs per wk
- Aftercare Education/Counseling 5 hrs per wk
- Liaison w/other programs 5 hrs per wk

#### Two – Part Time Employees (20 hrs./week) - LCDC

- Milkman Phase 1, 2 & 3 8 hrs per wk
- Milkman Client Presentations 2 hrs per wk
- Group Counseling 1 hrs per wk
- Individual Counseling 1 hours per wk
- Staff Meeting 2 hr per wk
- Assessment/Documentation, 4 hrs per wk
- Aftercare Education/Counseling 2 hrs per wk

#### One FTE Office Specialist IV

- Data Entry & reports 13 hrs per wk
- Prepare Intake folders & filing 4 hrs per wk
- Preparation for Counselors (supplies, rosters, meetings) 6 hrs per wk
- Answering calls/responding & monitoring emails 5 hrs per wk
- Maintain the Clothes closet 12 hrs per wk

## CTC Program Cost – Travis Unit Only w/ Part-time staff

In this proposal, the funding is evenly divided between the up-front substance abuse and criminal conduct treatment and the enhanced reentry into the community component as both are equally important to the client's success in creating a pro-social, sober and productive life in the Travis County community.

#### Funding for the CTC Program \$313,164

#### Pre-release (Personnel cost w/benefits)

 1 FTE Chemical Dependency Counselor \$57,244
 2 PT Counselors (20 hrs./week each) \$39,756
 1 FTE Office Specialist, IV \$51,427

#### 148,427 Operating Costs

Educ, Comm, EQ, & Supp \$2,755 Food, Grocery & Supp \$

\$500

Mileage \$1,500 Travel, Meals & Lodging \$1,200 Training & Seminar <u>\$1,000</u>

\$8,155 <u>TOTAL CTC PROGRAM COST</u> <u>\$156,582</u>

## REALLOCATED/TRANSFER AMOUNT FOR CJP REENTRY \$156,582

## TOTAL STATE JAIL PROGRAMMING COST \$313,164

## Post Release/Reentry Program and Community Based Case Management

Counseling and Education Services (CES) has recommended to the Commissioners Court to transfer half of the funding of the Commitment to Change program to Criminal Justice Planning (CJP) for the purposes of creating and implementing a pre and post release intensive case management program for ex-offenders being released from the Travis State Jail. This new program is called the *Travis County Reentry Readiness Program*.

By approving this request to reallocate funds, the Commissioners Court will allow CJP a budget transfer in the amount of \$156,582 from CES to develop slot numbers and post positions with an expected start date of August 1, 2011, or earlier.

## Target Population

Offenders who are enrolled in the CTC and Turning Point programs or, in some cases, offenders in general population who are assessed as **high risk**, will have the opportunity to participate in transition/reentry planning to be held at the Travis State Jail. It is anticipated that reentry staff will facilitate a minimum of ten hours per week assisting returning high risk offenders with their discharge plan, facilitate reentry curriculum and verify housing. It is anticipated that up to

200 men may participate in the pre- and post-release case management portions of the program annually.

Females incarcerated at the Woodman State Jail in Gatesville, Texas, will receive reentry planning, offender workforce development, quarterly resource fairs and be elibigle for transitional housing, if criteria is met. While staff will not be assigned to the Woodman Unit, females will be receiving modified reentry services in order to better prepare them for release.

## Pre-release Case Management Functions (25% of staff time)

Two full-time case management personnel will provide transitional planning, facilitate reentry programming, obtain important documentation such as birth certificates, identification cards, facilitate family reunification groups, solicit employment and life skills classes, act as volunteer coordinator, secure appropriate housing and basic need packages and work in tandem with other service providers. Staff will work closely with TDCJ, programming staff and the local probation department.

## Post-release Case Management Functions (75% of staff

**time)** Case management staff will have set office hours at CJP so that exoffenders know when staff will be in the office to obtain assistance with transportation, clothing, housing and medical needs. Established evening hours for classes to be facilitated by volunteers in the community in areas of anger management, female support groups, AA/NA, family reunification and weekly afercare will also support the full continum of reentry services post incarceration.

Case management staff will meet the offender the day of release either at his/her residence or transitional housing, maintain daily or weekly contact depending on risk and needs assessment, help with employment training and referrals, facilitate aftercare and peer support meetings. This comprehensive case management model will be offered to each high/medium risk offender for up to 90 days post release. In some cases, ex-offenders may need longer periods of time in aftercare, while others may need less. Case management staff will work intensively with post-release clients, maintaining regular face-to-face contact with them in the community, to ensure clients feel supported, are connected to auxilliary services, and remain engaged in aftercare.

Having case workers in the community is crucial to the success of the Reentry Readiness program. The establishment of a relationship and having one-on-one contact with the ex-offender cannot be underestimated. It is critically important the time spent with the case manager and offender be used to monitor compliance and work on any criminogenic needs. The amount of time case managers spend with ex-offenders in one-on-one sessions and in the community, how they choose to use that time, and their skills in employing behavioral techniques, makes a considerable difference on offender outcomes. Case workers must be flexible, have non-standard work schedules and hours.

CJP staff is also in the process of creating a *Community Reentry Network*, a group of planners and service providers with expertise in what is being offered and available in the community for the offender population. This group will be available as a resource for the case managers.

## Performance Measures

It is the intent of CJP to develop a divisionwide case management model that other JPS departments, such as the Mental Health Public Defender Office, Office of Parental Representation and CES can utilize. CJP's staff are currently working on a database that is modeled after the Department of Justice database that tracks offenders receiving case management. Process and outcome measures are being developed for the reentry program, so that necessary steps can be taken if the desired outcomes are not being achieved. Examples of the measures the department will be developing are:

## Pre-release

Number and % of high and medium risk offenders assessed

Number and % of high and medium risk offenders in which a release plan were developed.

Number and % of high and medium risk offenders that enter the program

Number and % of high and medium risk offenders completing the pre-release program

Number and % of high and medium risk offenders completing the Offender Workforce Development and/or 3D program

Number and % of high and medium risk offenders participating in the Family Reunification Program

Number and % of high and medium risk offenders removed from the program for disciplinary reasons

## Post-release

Number and % of high and medium risk offenders released to stable housing Number and % of high and medium risk offenders maintaining stable housing during duration of post release case management

Number and % of high and medium risk offenders reporting for first appointment Number and % of high and medium risk offenders participating in the Offender Workforce Development program

Number and % of high and medium risk offenders obtaining stable employment Number and % of high and medium risk offenders maintaining stable employment for the duration of post release aftercare

Number and % of high and medium risk offenders remain arrest free during duration of post release aftercare

Number and % of high and medium risk offenders participating in the Family Support Group

Number and % of high and medium risk offenders having monthly contact with case managers

Number and % of high and medium risk offenders successfully completing post release case management

Number and % of high and medium risk offenders remaining arrest free at three years

Average number of changes of address over the course of a year per offender

# **Reentry Curriculum**

While incarcerated at the state jail, a period of four to six weeks as determined by individual need and progress, clients will receive up to ten hours per week of intensive reentry curriculum. The reentry curriculum used will be the <u>Adult Pre-Release Handbook</u> – <u>A Pre-Release Information and Successful Transition</u> <u>Curriculum</u> designed and used by the Minnesota Department of Corrections. The curriculum is composed of ten chapters that include: identification, life skills, housing, education, transportation, family, restorative justice, health, money management, and employment. This curriculum is being validated in 2011 as evidence based best practice by the Minnesota Department of Corrections.

Other services offered will be supplemented with volunteers in the community providing services such as Offender Workforce Development (3D Program), AA/NA, Anger Management, Family Support, etc. The Community Justice Center Advisory Committee and the Reentry Task Force will be tasked with assisting with the development of the volunteer component.

# Individual Assessment Criteria

Research indicates that maximizing reentry outcomes requires early and ongoing assessments through the phases of reentry to identify offenders' levels of risk to reoffend criminogenic needs. A total of eight criminogenic needs have been identified.

- History of antisocial behavior
- Antisocial personality pattern
- Antisocial attitudes
- Antisocial associates
- Family and/or marital stressors
- Lack of employment stability and/or educational achievement
- Lack of prosocial leisure activities
- Substance abuse

# **Transition Accountability Plan (TAP)**

Utilizing NIC's Transition from Prison to Community model, staff will create a local Transition Accountability Plan (TAP) for each client accepted into the program. The TAP describes actions that must occur to prepare the individual offenders for release from prison and/or jail and spans each phase of a clients reentry path. The objective of the TAP is to increase the overall community protection by lowering risk to persons and property and increase each offender's prospects for successful self-sufficiency in the community.

## Funding

The total amount of funding for the program is \$156,582.00. Initially, it is the intent of the program to use these funds to hire two FTE's for case mangement. The remaining dollars shall be spent on operational expenses.

Case Management Coordinator	\$71,665
Social Worker	\$60,057
Mileage	\$10,000
Housing	\$4,860
Supplies	\$4,000
Bus Passes	\$2,000
Training	\$2,000
Travel, Meals, Lodging	\$2,000

## **TOTAL REENTRY BUDGET**

\$156,582



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Elizabeth Corey, Purchasing, 854-9853 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Approve Contract Award for Consulting Services Relating to Redistricting, RFS No. S110035-EC, to the Highest Qualified Respondent, Rolando L. Rios & Associates PLLC.

# BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Commissioners Court interviewed the three top-ranked firms that responded to the Request for Services for Consulting Services Related to Redistricting. The Court selected Rolando Rios & Associates PLLC, and authorized the Purchasing Agent to begin negotiations. The contract contains a base price of \$66,467, and two options for additional services: social media as part of the public outreach segment (\$2,420), and extensive one-on-one consultations with the justices of the peace and the constables (\$5,000). If both options are selected, the price for this project will increase to \$73,887.

# Contract Expenditures: Not Applicable.

# **Contract-Related Information: To Be Determined**

Award Amount: Contract Type: Professional Services Contract Period:

# **Contract Modification Information: Not Applicable**

Modification Amount: Modification Type: Modification Period:

## **Solicitation-Related Information:**

Solicitations Sent:

## **Responses Received: 6**

HUB Information:

% HUB Subcontractor:

## **Special Contract Considerations: Not Applicable**

Award has been protested; interested parties have been notified.

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

## **Funding Information: Not Applicable**

Purchase Reguisition in H.T.E.: Funding Account(s): Comments:

#### **Statutory Verification of Funding: Not Applicable** •

Contract Verification Form: Funds Verified Not Verified by Auditor.

# **REQUIRED AUTHORIZATIONS:**

Purchasing Purchasing Purchasing Admin Support Group County Judge's Office **Commissioners Court** 

Cyd Grimes Cyd Grimes Juan Gonzalez Cheryl Aker Cheryl Aker

Completed Completed Completed Completed Pending

04/13/2011 3:42 PM 04/13/2011 3:42 PM 04/13/2011 3:46 PM 04/13/2011 4:16 PM



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Nancy Barchus, Purchasing, 854-9764 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Approve Modification No. 6 to Contract No. 08T00249NB, Smith Protective Services, Inc. for On-Site Security Guard Services.

# **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract, approved by Commissioners Court on July 15, 2008, requires the vendor to provide On-Site Security Guard Services to Travis County Domestic Relations and Counseling and Education Services. Modification No. 6 adds on-Site commissioned, uniformed Security Guard Service to the contract. This additional service will be for Travis County Juvenile Probation Department.

Modification No. 5 approved by the Purchasing Agent on December 21, 2010, added on-site unarmed, uniformed Security Guard Service at the Travis County Adult Probation South Unit to the contract.

Modification No. 4, approved by the Purchasing Agent on June 4, 2010, extended the contract for an additional year.

Modification No. 3 approved by Commissioners Court on October 20, 2009, added on-site unarmed, uniformed Security Guard Service at the Travis County Adult Probation Mental Health Unit to the contract.

Modification No. 2, approved by the Purchasing Agent on May 13, 2009, extended the contract for an additional year.

Modification No. 1, approved by the Purchasing agent on August 6, 2008, was to cancel on-site security guard service at 5501 Airport Blvd.

**Contract Expenditures:** Within the last 12 months \$77,603.32 has been spent against this contract.

# **Contract Modification Information:**

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

## • Funding Information:

Purchase Requisition in H.T.E.: N/A Funding Account(s): 001-4513-593-6031 Comments:

## • Statutory Verification of Funding:

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

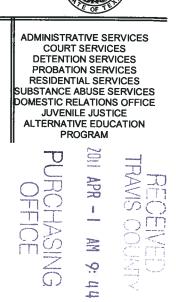
## **REQUIRED AUTHORIZATIONS:**

Purchasing	Bonnie Floyd	Completed	04/05/2011 9:20 AM
Purchasing	Cyd Grimes	Pending	
Purchasing Admin Support Group		Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	
	-	-	

MODIFICATION OF CONTRACT N	UMBER: 08T00249-NB On-Site Security Guard Se	PAGE 1 OF 1 PAGE
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 18, 2011
ISSUED TO: Smith Protective Services Attn: Mr Pat Byrne 1301 South IH35, Suite 100 Austin, TX 78741	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL ONTRACT: July 15, 2008
ORIGINAL CONTRACT TERM DATES: July 15, 2	008 to July 14, 2009 CURRENT CONTRACT	TERM DATES: July 15, 2010 to July 14, 2011
FOR TRAVIS COUNTY INTERNAL USE ONL Original Contract Amount: <u>\$_N/A (as needed)</u>	Y: Current Modified Amount \$	
heretofore modified, remain unchanged a The purpose of this modification Locations and Hours of Coverage	n is to add an additional location and hours of cov ge, page 6. This modification will add on-site, co Travis County Juvenile Probation Department a <u>Billing Rate</u> : <u>Locati</u> Guard Service Straight Time: \$15.21/hour	verage to Specifications, Paragraph 2., mmissioned security guard services at t 2515 S. Congress Ave., Austin TX
Note to Vendor:		
	the signature block section below for all copies and return Retain for your records.	all signed copies to Travis County.
LEGAL BUSINESS NAME SMITH F BY: 4 By: SIGNATURE BY: PAT BYRN	ROTECTIVE SERVICES, INC.	DBA     CORPORATION     OTHER
PRINT NAME TITLE: 13 RANCH ITS DULY AUTHORIZED AGENT	MANALER	DATE: 1-18-Zall
TRAVIS COUNTY, TEXAS BY: Und CYD V. CRIMES, C.P.M., TRAVIS COUNTY	PURCHASING AGENT	DATE: 4/5/11
TRAVIS COUNTY, TEXAS		DATE:
BY:SAMUEL T. BISCOE, TRAVIS COUNTY JUD	GE	

# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA Chief Juvenile Probation Officer



TO:	Cyd Grimes
	Purchasing Agent

FROM: <u>dot. Q. P. Medina</u> Estela P. Medina Chief Juvenile Probation Officer

RE: Contract #08T00249NB for On-Site Security Guard Services

**DATE:** March 31, 2011

Travis County Juvenile Probation Department is currently contracting with Smith Protective Services for On-Site Security Guard Services at 1010 Lavaca, Austin, Texas 78701. The Department is requesting that the Purchasing Department modify the current contract to add a new location, 2515 South Congress Avenue, Austin, Texas 78704, ICS building 1<sup>st</sup> floor. The request is for the current FY '11. This contract is subject to further review and approval beyond the current fiscal year.

The following details the line item being used for this contract.

## 001-4513-593-6031

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

cc: Britt Canary Sylvia Mendoza Alan Miller

EPM: gc

Updated 4/15/11, 11:00 a.m.

#### PI655I01

#### TRAVIS COUNTY Account Balance Inquiry

Fiscal Year . . . . . . . . . . 2011 Account number . . . . . . . . 1-4513-593.60-31 001 GENERAL FUND Department . . . . . . . . . : 45 JUVENILE PROBATION Division . . . . . . . . . . . . 13 FACILITY OPERATIONS Basic activity . . . . . . . : 59 JUSTICE SYSTM (JUV SRVCS) Sub activity . . . . . . . . . . 3 JUVENILE PROBATION Element . . . . . . . . . . . . . 60 OTHER PURCHASED SERVICES Object . . . . . . . . . . . . . SECURITY SERVICES 31 Budget . . . . . . . . . . . . . 51,235 Encumbered amount . . . . : 8,799.42 2,798.64 Pre-encumbered amount . . . : Expenditures . . . . . . : 24,827.77 Total expenditures . . . . . : 36,425.83 14,809.17

Press Enter to continue.

4

F3=Exit F12=Cancel

4/04/11 14:56:47



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Elizabeth Corey, Purchasing, 854-9853 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Approve Modification No. 1 to Contract No. PS110003EC, Workforce Solutions - Capital Area Workforce Development Board for Child Care Local Match Transfer Agreement.

# BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Workforce Solutions - Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for child care. Under the proposed contribution agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to Workforce solutions so that the organization can leverage an additional \$490,790 in federal child care funds to produce a total of \$714,531 to provide child care for low-income families in Travis County. This Modification No. 1 includes provisions for unspent funds and monthly reporting. The amount of funding does not change.

Because this modification was prepared by Workforce Solutions, Travis County will sign first.

**Contract Expenditures:** Within the last five months, \$111,870.00 has been spent against this contract .

# **Contract-Related Information:**

Award Amount: \$223,741 Contract Type: Professional Services Contract Period: October 1, 2010 - September 30, 2011

# **Contract Modification Information:**

Modification Amount: Not Applicable Modification Type: Bilateral Modification Period: October 1, 2010 - September 30, 2011

## **Solicitation-Related Information: Not Applicable**

Solicitations Sent: Responses Received: HUB Information: % HUB Subcontractor:

## **Special Contract Considerations: Not Applicable**

\_\_\_\_ 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): 001-5891-611-6294 Comments:

## • Statutory Verification of Funding: Not Applicable

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

## **REQUIRED AUTHORIZATIONS:**

Purchasing	Marvin Brice	Completed	04/08/2011 2:25 PM
Purchasing	Cyd Grimes	Completed	04/11/2011 8:42 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	04/12/2011 8:20 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

HECEN-D TRAVIS COUNTY



2011 APR -1 AM 9: 37

PURCHASING OFFICE

TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

> Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

**DATE:** March 30, 2011

TO: Members of the Commissioners Court

FROM:

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

SUBJECT: Workforce Solutions Child Care Local Match Contribution Agreement Amendment

## **Proposed Motion:**

Consider and take appropriate action to approve an amendment to the FY'11 Workforce Solutions Child Care Local Match Contribution Agreement clarifying how the funds will be spent.

## Summary and Staff Recommendations:

The Commissioners Court approved the FY'11 Child Care Local Match Contribution Agreement on 9/28/10. Travis County will transfer \$223,741 of General Fund money earmarked for child care to Workforce Solutions so the organization can leverage an additional \$490,790 in federal child care funds to produce a total of \$714,531 to provide child care for low-income families in Travis County. This amendment adds language clarifying how the funds will be spent to section D.1 of the agreement.

TCHHSVS staff recommends approving this amendment.

## **Budgetary and Fiscal Impact:**

Travis County will split the \$223,741 into four payments to Workforce Solutions during the fiscal year. This amendment does not change this amount or the payment schedule. The funds are in line item 001-5891-611-6294.

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

This agreement increases the amount of money available for child care in Travis County while allowing Travis County to retain significant control over how the money is spent.

#### **Background:**

This agreement does not increase General Fund spending; it uses existing money budgeted for child care to draw down additional federal money.

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

<b>MODIFICATION OF CONTRACT</b>	'NO. PS110003EC - Cl	nild Care Local Match Tra	ansfer Page 1 of 5 Pages
ISSUED BY: Travis County Purchasing Office 314 West 11th Street, Room 400 Austin, Texas 78701	PURCHASING AGENT ASST TELEPHONE: 512-854-9853 FAX: 512-854-9185	Elizabeth Corey	DATE PREPARED: March 29, 2011
ISSUED TO:	MODIFICATION NO.:		EXECUTED DATE OF ORIGINAL CONTRACT:
Workforce Solutions – Capital Area Workforce Board 6505 Airport Boulevard, Suite 101 Austin, Texas 78752		1	October 1, 2010
ORIGINAL CONTRACT TERM DATES: October	1 <u>, 2010 – September 30, 2011</u>	CURRENT CONTRACT TERM DA	TES: October 1, 2010 - September 30, 2011
FOR TRAVIS COUNTY INTERNAL USE ONLY Original Contract Amount: <u>\$223,741</u>	Current Modified Amount <u>\$22</u>	3,741	
<b>DESCRIPTION OF CHANGES:</b> Except as modified, remain unchanged and in full force a	provided herein, all terms, con nd effect.	ditions, and provisions of the doc	ument referenced above as heretofore
The above referenced contract is hereby m the attachment:	nodified to reflect the follow	wing changes, as well as those	more completely set forth in
<ol> <li>Section D.1, Utilization of and monthly reporting.</li> <li>The Contract is amended according to the Contract and constitutes promised perform</li> <li>Contractor: Complete your portion of the</li> </ol>	terms of the attachment to t nances by the Contractor in	his Modification, all of which accordance with all terms of th	is hereby made a part of the ne Contract, as amended.
A fully-executed original will be returne			signed originals to 1 ravis County.
LEGAL BUSINESS NAME:			DBA
BY:		_	<ul> <li>CORPORATION</li> <li>OTHER</li> </ul>
PRINT NAME			DATE:
TITLE: ITS DULY AUTHORIZED AGENT			
TRAVIS COUNTY, TEXAS BY: CYD V. GRIMES, C.P.M., TRAVIS COUNTY P	URCHASING AGENT		DATE:
TRAVIS COUNTY, TEXAS BY:	E		DATE:

 $\hat{\omega}^{*}$ 

**Child Care Local Match Agreement Amendment** 

NOTE: Amendments must be executed by both the Contributor and the Board prior to the current agreement end date.

	NAME OF CONTRIBUTOR	Travis County	Amendment No.	01
--	---------------------	---------------	---------------	----

EFFECTIVE DATE         PROGRAM NUMBER         07142102FY1           OF AMENDMENT         10/01/2010         (Must match Agreement being amended)         07142102FY1	EFFECTIVE DATE OF AMENDMENT	10/01/2010	PROGRAM NUMBER (Must match Agreement being amended)	07142T02FY11
--	--------------------------------	------------	--	--------------

The Contributor and the Board seek to amend the Local Match Agreement referenced above in the following manner (CHECK <u>ALL</u> THAT APPLY):

<b>MODIFICATION TO PLEDGEI</b>	D LOCAL MATCH	CONTRIBUTION		
DONATION AMOUNT	CURRENT	INCREASE:	NEW	
	AMOUNT	DECREASE:	AMOUNT	
TRANSFER	CURRENT	INCREASE:	NEW	
AMOUNT	AMOUNT	DECREASE:	AMOUNT	
CERTIFICATION	CURRENT	INCREASE:	NEW	
AMOUNT	AMOUNT	DECREASE:	AMOUNT	
<b>DONATION/TRANSFER</b>				
<b>PAYMENT OR CERTIFICATION</b>				
SCHEDULE				

<b>MODIFICATION</b>	N TO AGREEMENT PE	RIOD		
CURRENT	FROM*		TO	
		NEW	ТО	

MODIFICATION TO GENERAL TERMS OF AGREEMENT, including Utilization of Funds Description OTHER (DESCRIBE) Clarification of Expenditures.

All other terms, conditions, and certifications of the Agreement not herein amended remain in effect and constitute promised performances by the Contributor and the Board.

SIGNATURES: The person signing this agreement on behalf of the Contributor or the Board hereby agrees that he or she has been fully authorized by the organization to:

- execute this agreement on behalf of the organization; and
- validly and legally bind the organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this Agreement, as amended, the parties below affix their signatures and bind their

agencies.

	<u>Travis County</u> CONTRIBUTOR	Workforce Solutions - Capital Area WORKFORCE DEVELOPMENT BOARD LWDA #: 14
Signature	BY:	BY:
Printed Name	Samuel T. Biscoe	Alan D. Miller
Title	Travis County Judge	Executive Director
E-mail	Sam.Biscoe@co.travis.tx.us	Alan.Miller@twc.state.tx.us

#### **D. UTILIZATION OF FUNDS DESCRIPTION:**

PS110003EC Modification No. 1 Page 3 of 5

Page 3 of 5 The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the state's Child Care and Development Fund Plan in effect for the contract period.

1. <u>Cash Contributions</u>: The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care	The funds will be used: 1. for direct child care services provided by Texas Rising Star providers selected through a competitive process conducted by the city of Austin. Utilizing the quarterly expenditure reports, at the sixth and ninth month benchmark, the board may re-allocate any projected lapse in funding. Re-allocated funding will be utilized to purchase care to serve other CCDF low income families living in Travis County. 2. for eligible children and families meeting the Commission's and Board's eligibility criteria; and 3. at child care providers eligible under Commission rules. At the end of the fiscal year, any unspent local funding will be returned to Travis County. Board will provide monthly reports showing amount of Travis County funds spent and number of children served. *Clarification of Expenditures: Direct Child Care: \$678,805 Operations (to Contractor): \$11,187 (5% of local portion)	\$ 714,531.00*
Child Care Quality	Administration (5% of the federal portion): \$24,539 The funds will be used for the following quality improvement activities allowable under Commission rules (check all that apply):	\$
Improvement	Local-level support to promote consumer education provided by 2-1-1 Texas Activities to support school readiness, early learning, and literacy Collaborative Reading Initiatives	

2. <u>Certification of Expenditures</u>: The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Planned Funding
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: [child care provider or organization, or entity]; and 2. non-CCDF funded children residing with a family at or below 85% SMI and parents who are working or attending job training or education. Source of Local Funds:	Local Share \$
Child Care Quality Improvement	<ul> <li>Expenditures certified resulted from the following activities:</li> <li>Consumer Education</li> <li>Information and Referral Services</li> <li>Professional development activities (i.e., training, education, or technical assistance to providers, including resources)</li> <li>Improving salaries or other compensation for providers of CCDF-funded child care</li> <li>Activities to support early language, literacy and numeracy development</li> <li>Activities to support inclusive child care</li> <li>Collaborative Reading Initiatives</li> <li>Other – Describe the activities in detail:</li> </ul>	\$

		Federal Share
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: [include a brief description of use of the funds]; 2. for eligible children and families meeting the Commission's and Board's eligibility criteria; and 3. at child care providers eligible under Commission rules.	\$
Child Care	The funds will be used for the following quality improvement activities allowable under Commission rules (check all that apply): Local-level support to promote consumer education provided by 2-1-1 Texas	\$
Quality Improvement	Activities to support school readiness, early learning, and literacy	
	Collaborative Reading Initiatives	

E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE: In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

	Donation/Transfer Date	Actual Amount
1.	November 15, 2010	55,935
2.	February 15, 2011	55,935
3.	April 15, 2011	55,935
4.	July 15, 2011	55,936
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
wanni Ti s	TOTAL	223,741

1. Donation/Transfer Payment(s) (Local Funds)

Pursuant to Commission rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

#### 2. Public Entity Certification of Expenditures (Local Funds):

	Certificat	ion Period	Reporting Date *	Planned Amount of Expenditures
1.	From	to		
2.	From	to		
3.	From	to		
4.	From	to		
5.	From	to		
6.	From	to		
7.	From	to		
8.	From	to		
9.	From	to		
10.	From	to	•	
11.	From	to		
12.	From	to	(4) (4)	
			TOTAL	······································

#### PS110003EC Modification No. 1, Page 5 of 5

Pursuant to Commission rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

÷

Explanation is required below if reporting dates are outside the contract end date.

Completed original, signed forms must be sent to Board Contract Management, 101 East 15th Street, Room 506-T, Austin, Texas 78778-0001. Please call TWC Contract Manager, if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

25



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: David Walch, Purchasing, 854-6663 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Approve Modification No. 17 to Contract No. PS980170JJ, Clean Air Force of Central Texas for Improving Air Quality Services.

# **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Since the group's inception in 1996, Travis County through this agreement with The Clean AIR Force of Central Texas (CTF), has worked together with five (5) other counties involved in this project. The project is focused on finding workable solutions for improving air quality in Central Texas. They also provide a clearinghouse for the latest information and guidance on air quality initiatives to the community.

This Modification No. 17 replaces "Attachment A, Scope of Services", to clarify the deliverables for the FY2011 contract term and funding amount of \$10,000. Modification 16 was an administrative modification changing the mailing address for this agency.

Modification 15 replaces "Attachment A, Scope of Services", and clarifies the deliverables for the FY2010 contract term.

Modification 14 was an administrative modification changing the mailing address for the agency.

Modification 13 replaced "Attachment A, Scope of Services", and clarified the deliverables for the FY2009 contract term.

Modification 12 incorporated FY2008 deliverables into the contract by incorporating "Attachment A, Scope of Services" in the contract.

Modification no. 11 modified the current contract by deleting and replacing the terms and conditions of the contract to include the auto renewal provision.

Amendment / Modifications numbers one (1) through ten (10) were presented to the court by TNR to renew the agreement, approve the budget and authorize payment of services.

**Contract Expenditures:** Within the last 12 months \$10,000.00 has been spent against this contract.

## **Contract-Related Information:**

Award Amount: \$16,656.00 (Not-to-Exceed) Contract Type: Professional Services Agreement Contract Period: 05/29/98 - 09/30/99

## **Contract Modification Information:**

Modification Amount: \$10,000 Modification Type: Expiration Terms Modification Period: 10/01/07 - Until terminated

## • Funding Information:

Purchase Requisition in H.T.E.: 526983 Funding Account(s): 001-4908-628-6099 Comments:

## **REQUIRED AUTHORIZATIONS:**

Purchasing Purchasing Purchasing Admin Support Group County Judge's Office Commissioners Court Marvin Brice Cyd Grimes Juan Gonzalez Cheryl Aker Cheryl Aker Completed Completed Completed Pending Pending 04/11/2011 10:18 AM 04/11/2011 7:39 PM 04/12/2011 8:21 AM



#### TRANSPORTATION AND NATURAL RESOURCES STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

March 23, 2011

## **MEMORANDUM**

TO:	Cyd Grimes, County Purchasing Agent
	Cyd Grimes, County Purchasing Agent Curle B. John Frit Steven M. Manilla, County Executive, TNR
FROM:	Steven M. Manilla, County Executive, TNR

SUBJECT: Amendment to Interlocal Agreement - Clean Air Force

TNR is requesting that your staff amend the following agreement:

CONTRACT	VENDOR	AMOUNT
PS980170JJ	Clean Air Force of Central Texas	\$10,000.00

Please amend the above referenced agreement to outline the deliverables for FY2011.

If you should have any questions or need further information, please call Sydnia Crosbie at 854-7682.

102 Clean Air Force Council Central Texas Clean Air Force – Vendor File

Attachment

SC:SMM:sc

TRAVIS COUNTY OFFICE

<b>MODIFICATION OF CON</b>	TRACT NUMBER: <u>PS980170JJ –Clea</u> n	Air PAGE 1 OF 5 PAGES
	Force of Central Te	
ISSUED BY: PURCHASING OFFICE 314 W. IITH ST., RM 44 AUSTIN, TX 78701		DATE PREPARED: March 29, 2011
ISSUED TO: Clean Air Force of Central To P.O. Box 29295 Austin, Texas 78755	exas MODIFICATION NO,: 17	EXECUTED DATE OF ORIGINAL CONTRACT: May 19, 1998
ORIGINAL CONTRACT TERM DATES:	5/19/98 - 9/30/99 CURRENT CONTRAC	CT TERM DATES: <u>10/1/07</u> – until terminated
FOR TRAVIS COUNTY INTERNAL US		
Original Contract Amount: \$35,000,00	Current Modified Amount \$ <u>254,380</u>	
<ol> <li>This agreement is herein the replace it with "Attande a part hereof, w</li> <li>This Modification do</li> </ol>	rept as provided herein, all terms, conditions, and provised and in full force and effect. reby modified to delete "Attachment A, Scope of Services" dated March thich details the fiscal year 2011 deliverables es not change the contract rate of \$10,000 pe	pe of Services," in its entirety and h 24, 2011, attached hereto, and s.
Note to Vendor: X] Complete and execute (sign) your portio ] DO NOT execute and return to Travis C	n of the signature block section below for all copies and return ounty. Retain for your records.	all signed copies to Travis County.
egal business name: <u>CLEAN</u> by: <u>Alamma Alte</u> signature by: <u>Deanna Altent</u>	AIR Force of Central Texas while 10ff	$\Box DBA$ $\Box CORPORATION$ $\Box OI(\mathcal{L})(\mathcal{F})$ $\Box OTHER$
PRINT NAME TTLE: <u>EXECUTIVE Direc</u> ITS DULY AUTHORIZED AGENT	2tor	DATE: 4/4/2011
RAVIS COUNTY, TEXAS Y: <u>HB</u> CYDIV. GRIMES, C.P.M., TRAVIS COU	NTY PURCHASING AGENT	DATE:
RAVIS COUNTY, TEXAS		DATE:
Y:	TIDC	



#### ATTACHMENT A SCOPE OF SERVICES March 24, 2011

## The CLEAN AIR Force of Central Texas -Travis County Supplement to 2011 Invoice

Founded in 1993, the CLEAN AIR Force of Central Texas (CAF) is the leading nonprofit organization dedicated to safeguarding and improving air quality throughout Bastrop, Caldwell, Hays, Travis and Williamson Counties. The CLEAN AIR Force Board consists of 37 members, including Travis County Commissioner Ron Davis, united in the common goal of finding workable solutions for improving our region's air quality. The CLEAN AIR Force takes a multifaceted approach to safeguarding the air in Central Texas, providing education and outreach as well as serving as a resource and advising body for local entities. CAF is a unique publicprivate partnership in which local officials work collaboratively with business, environmental and civic leaders in both educational and pollution reducing programs. Local counties and cities have pooled their funds to coordinate their educational efforts on air quality through the CLEAN AIR Force. This effort allows the local governments to leverage their air quality education funds while minimizing costs for taxpayers. ÷-

In addition to offering the latest information and guidance on air quality to businesses, governments and citizens, the CLEAN AIR Force also oversees a number of activities and programs that benefit all Central Texans, including Travis County residents:

#### The CLEAN AIR Force 2011 Activities

1.20

11

Since the Environmental Protection Agency (EPA) announced we will likely have a more stringent ozone standard in July 2011, we must increase our air quality improvement efforts to maintain compliance with the new standard through projects and programs within our communities to further reduce our ozone-forming emissions.

To kick off this year's Ozone Season, on April 1st CAF will hold a press conference at Austin City Hall with Williamson County Commissioner Ron Morrison, CAF Board Chair; Austin Mayor Lee Leffingwell, CAF Board Member; Catherine Morse, Director/Corporate • Counsel and Public Relations for Samsung, CAF Board Member; and a representative 11 from the health industry. These air quality leaders represent the government, business, health and environmental sectors of Central Texas and will emphasize to the public the urgency of action needed from all Central Texans to protect public health and to avoid designation as a nonattainment area, a stigma the CLEAN AIR Force has fought to avoid for 18 years.

CAF, in partnership with the Environmental Defense Fund (EDF), developed an Employer Express Shuttle Pilot Project last Ozone Season focused on an employerbased alternative transportation program inspired by Google in San Francisco and customized to Central Texas. It allowed employees to use pretax dollars to commute to work in high-tech private vans. This type of program has never before been implemented in our region and could serve as a significant Vehicle Miles Traveled (VMT) reduction measure for our region's air quality, as well as a time and money saver for area employees. We plan to continue the Employer Express Shuttle again this Ozone 08293 Season. x

- CAF is partnering with the City of Austin to co-host the 2<sup>nd</sup> Media/Meteorologist Lunch
   + Learn this summer for all local meteorologists and media to educate them on the potential new ozone standard and encourage them to share our air quality message with their viewers and readers.
- CAF maintains a **Facebook** page to reach the younger generation and further engage the community through the exchange of news, ideas, projects and programs.
- CAF, in partnership with Yellow Cab and Whole Foods, will provide eco-friendly grocery bags at participating Whole Foods to help further our air quality message.

#### The CLEAN AIR Force Ozone Alert Program

- We are currently up to 44,000 volunteer sign-ups for Ozone Alerts via email and the program continues to grow on a daily basis.
- CAF email alerts illustrate the Air Quality Index in the email so that people can easily and quickly grasp the level of ozone expected.
- In addition to relaying information on the health impacts of ozone, the CAF Ozone Alert program is unique in that it includes six simple suggestions for reducing air polluting emissions that everyone can relate to and do, such as limiting driving, riding the bus, avoiding idling, postponing both refueling and mowing until later in the day, and tuning up your vehicle. CAF Ozone Alerts also offer direct links to bus routes, River Cities Rideshare and heavy-duty idling information.
- CAF provides a clear explanation on the difference between an Ozone Watch and an Ozone Warning.
- CAF alerts provide direct contact information to the CLEAN AIR Force so when a citizen has questions regarding the alert or air quality questions in general, they are provided with a direct phone number, email address and physical address.
- CAF also offers both a local and an 888 number that are available for citizens who do not have email capabilities but who want to find out when Ozone Alerts occur. These phone lines are especially popular with the elder population, who are one of the groups most impacted by poor air quality.

#### The CLEAN AIR Force Clean Air Partners Program

- CAF will be hosting its 4<sup>th</sup> Annual Partners Luncheon this spring to raise awareness and educate businesses, governments, non-profits and health organizations on what they can do to improve air quality as regional businesses and how they can encourage their employees to reduce harmful ozone forming emissions. The program currently has 97 Partners representing over 153,000 Central Texas employees.
- During this past year new Partners have included: Carbon Shrinks LLC; Hospira, Inc.; Keller Williams Realty, Inc.; the City of Round Rock; and Del Valle Independent School District. A current Partner list can be found at <u>www.cleanairpartnerstx.org</u>.
- By becoming Partners, these employers volunteer to carry out clean air programs for employees and other clean air business practices to reduce the emissions that contribute to unhealthy air in our region. Suggested strategies include clean energy practices, water conservation, and employee commute solutions programs (public transit, biking and walking, carpools and vanpools, teleworking, flex schedules/ compressed work weeks, and car share programs). The program aims to reduce over 15,300 commuters (approx. 10% of employees) from our Central Texas roads.
- Our Partners have access to a Yahoo! Blog that is used as an open forum for discussion on green business strategies.
- The activities reported for 2009 resulted in a reduction of over 688,500 lbs. of ozoneforming emissions and 2010 reductions will be submitted by May 31<sup>st</sup>, 2011.

• The Clean Air Partners Program won the Austin Business Journal's Going Green award in 2010.

# The CLEAN AIR Force 10th Annual Electric Lawnmower Discount Program

- To offset the 5% of air pollution created by gas-powered lawn equipment, each spring
- the CLEAN AIR Force offers citizens a financial incentive to purchase cleaner, electric lawnmowers.
  - The CLEAN AIR Force partners with an online company, Neuton, to provide a discount on Neuton cordless electric lawnmowers. Over 200 Neuton mowers are expected to be sold though this online program during Ozone Season.
  - 2011 will be the 7<sup>th</sup> year to partner with the City of Sunset Valley on a 50% additional discount for Sunset Valley residents.

# The CLEAN AIR Force/City of Austin High School Public Service Announcement (PSA) Contest

- The High School PSA Contest was expanded in 2011 to include all high schools in the five-county region. This program engages our youth in air quality research and education and highlights their work at press events and on television.
- The winner of the contest will have their 30-second air quality commercial aired on the top-rated Time Warner TV stations in Central Texas during the 2011 Ozone Season.

#### The CLEAN AIR Force Clean School Bus Program

- The Clean School Bus Program focuses on reducing children's exposure to harmful pollutants from school buses and has been successful in retrofitting and replacing over 700 school buses in the region, enabling cleaner running buses.
- CAF continues to work with local ISDs on retrofitting older buses with cleaner emission controls, replacing school buses with newer technologies, implementing anti-idling programs, and encouraging the use of cleaner fuels.
- Anti-idling programs were implemented at the following elementary schools in 2010: Hill, Cunningham, Clayton, two elementary schools in the Eanes school district and one in Round Rock, along with a University of Texas Charter School. CAF continues to expand their anti-idling efforts through other ISD partnerships.
- The Clean School Bus Program encouraged AISD to put anti-idling stickers on all of their school buses to serve as a reminder to the bus drivers to turn their engines off while waiting for the school children, and this past year AISD approved an anti-idling initiative to post signs on school campuses.

#### CAF Community Outreach Events

For over 17 years, CAF has interacted with neighborhoods, community groups, businesses, governments, student populations and the general public within Travis County and the surrounding counties. These events provide opportunities to share information, answer questions, dispel misinformation, gain public feedback and provide a venue for citizens to become involved in air quality initiatives. Citizens have the opportunity to speak with CLEAN AIR Force staff regarding air quality issues and concerns in the Central Texas area at these public outreach events.

#### Summary

Going into the critical 2011 Ozone Season, keeping our ozone levels low is key to achieving both healthy air for Central Texans and EPA compliance. The continued success of CAF voluntary programs such as those mentioned above are all the more important since regulatorywise we have done almost all we can do as a region. Individually, there is no government or organization that can accomplish all that the CLEAN AIR Force is accomplishing for air quality improvement across our five-county region and a \$10k - \$20k annual donation by Travis County, our largest county in the region, is an effective investment for helping to keep our region in attainment and breathing healthy air. Because the work of the CLEAN AIR Force goes well beyond the boundaries of Travis County, we represent a solid financial value for the county since the air quality of the surrounding counties has a direct impact on Travis County's air quality. Those that help support CAF realize that it is not just their county or city that is gaining benefits from our air quality programs - air quality is a regional issue and they understand that we are all in this together as one region. Thank you to Travis County for being one of our key supporters.

Item 17



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Mike Long, Purchasing, 854-4850 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Consider and take appropriate action regarding issuance of Request for Services No. S110160-ML, parking management services at 3rd and Guadalupe.

# BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On March 8, 2011, the Court directed staff to prepare a solicitation for parking management services of the newly purchased parking lot at 3<sup>rd</sup> and Guadalupe. RFS #S110160-ML has been prepared to satisfy the requirements and is presented to the Court for approval. Upon the Court's approval, the RFS will be issued and proposals evaluated. The proposer that offers the best value based on the greater of a monthly fee and/or percentage rate of gross annual revenues will be awarded a contract. Part IV, Section 3.0, Paragraph 3.4 of this RFS contains a provision that would allow the County the right to have exclusive use of the parking lot on certain days of each year. No parking fees would be charged to the County on these County Use Days. At this time, the number of days for usage has yet to be determined.

Therefore, the Court needs to designate the number of days that are exclusive for our use and upon approval from the Court, the Purchasing Agent recommends issuance of the RFS, scheduled for April 13<sup>th</sup>, 2011.

•

# **REQUIRED AUTHORIZATIONS:**

Purchasing Purchasing Purchasing Admin Support Group County Judge's Office Commissioners Court Marvin Brice Cyd Grimes Juan Gonzalez Cheryl Aker Gillian Porter Completed Completed Completed Completed Completed 04/05/2011 1:13 PM 04/06/2011 10:37 AM 04/06/2011 10:47 AM 04/07/2011 9:39 AM 04/14/2011 11:18 AM

History: 04/12/11

Commissioners Court DISCUSSED

Next: 04/19/11



## TRAVIS COUNTY PURCHASING OFFICE Cyd V. Grimes, Purchasing Agent

314 W. 11th, Room 400 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9700 • Fax (512) 854-9185

April 1, 2011

You are invited to submit your proposal in accordance with the requirements in this **REQUEST FOR SERVICES (RFS) # S110160-ML, Parking Management Services for Travis County**.

Proposals must be submitted with an **ORIGINAL** (MARKED "ORIGINAL") AND FOUR (4) <u>COPIES</u> to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, P.O. Box 1748, Austin, Texas 78767, no later than 3:00 P.M. CST ON Friday, April 14, 2011.

The objective of this RFS is to procure PARKING MANAGEMENT SERVICES located at 3<sup>rd</sup> and Guadalupe Streets.

Any questions concerning this Request for Services should be directed to Michael Long, Purchasing Agent Assistant III, at 512/854-4850, or Fax 512/854-9185.

NOTE: During this procurement process, potential respondents ARE NOT to contact individual members of the Travis County Commissioners Court regarding this solicitation. Any such contact may result in disqualification of the proposal. All questions must be addressed to Michael Long in the Purchasing Office.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

## **REQUEST FOR SERVICES**

## **RFS # S110160-ML**

## PARKING MANAGEMENT SERVICES

## **DO NOT OPEN IN MAILROOM**

Your consideration of this Request for Services is appreciated.

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

## **REQUEST FOR SERVICES**

## PARKING MANAGEMENT SERVICES

## **RFS # S110160-ML**

## **TABLE OF CONTENTS**

PART I	GENERAL REQUIREMENTS	PAGE
SECTION A	GENERAL INFORMATION	1
SECTION B	REQUIRED DOCUMENTATION	3
	ATTACHMENT 1 - ETHICS AFFIDAVIT	5
	EXHIBIT A - LIST OF KEY CONTRACTING PERSONS EXHIBIT B – DISCLOSURE	6 8
	ATTACHMENT 2 – INSURANCE REQUIREMENTS	9
SECTION C	ADDITIONAL INFORMATION	10
SECTION D	NEGOTIATIONS	11
PART II	SPECIFIC REQUIREMENTS	12
PART III	<b>REVENUE PROPOSAL</b>	13
PART IV	DRAFT PARKING MANAGEMENT AGREEMENT	14

#### **REQUEST FOR SERVICES**

#### PARKING MANAGEMENT SERVICES

#### PART I - GENERAL REQUIREMENTS

#### PART I, SECTION A - GENERAL INFORMATION

#### 1.0 **PURPOSE:**

The Travis County Purchasing Office is requesting proposals from qualified firms to provide parking management services for the County-owned property located at 3<sup>rd</sup> and Guadalupe Streets in Travis County, Texas.

#### 2.0 **INCURRED EXPENSES:**

There is no expressed or implied obligation for Travis County to reimburse Offerors for any expense incurred in preparing proposals in response to this RFS, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all qualified, responsible Offerors.

#### 3.0 SUBMISSION OF PROPOSAL:

Telegraphic and faxed proposals will not be considered; however, proposals may be modified by telegraphic or faxed notice provided such notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by such amendment.

## 4.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and/or modifications to proposals received after the time set for the proposal submission will not be considered, and will be returned to sender unopened.

#### 5.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn by Offeror without the permission of Travis County for a period of ninety (90) days following the date designated for the receipt of proposals, and an Offeror agrees to this requirement by submitting a proposal.

#### 6.0 **POINTS OF CONTACT:**

Information regarding the purchasing process, the contents of this RFS, or questions concerning the specific requirements in Part II may be obtained from Michael Long, 512 854 4850. When requesting information or submitting questions, please refer to the RFS number at the top of this page.

## 7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:

If any Offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the requirements, other solicitation or contract documents, or any part thereof, a request for clarification should be submitted to the Purchasing Agent on or before SEVEN (7) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any clarification of the RFS will be made only by an RFS Amendment duly issued. A copy of such RFS Amendment will be mailed or faxed to each Offeror receiving a solicitation that does not have access to electronic means of doing business.

## 8.0 **GENERAL CONDITIONS:**

Offeror represents that the requirements, schedule, instructions and all other RFS documents have been thoroughly examined and that all investigations necessary to be thoroughly informed regarding delivery of the services as required by the RFS conditions have been conducted.

## 9.0 **ETHICS POLICY**:

County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that County considers influential in this contract are called "Key Contracting Persons" and are listed in Exhibit A to the Ethics Affidavit attached as Attachment 1 to Part I, Section B. The transactions that are covered by the Ethics Policy are those that involve the following:

9.1 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

9.2 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;

#### 9.3 **but do not include**

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

9.3.2 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

9.3.3 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.

## PART I, SECTION B -REQUIRED DOCUMENTATION

- 1.0 The documentation required for submittal with Offeror's proposal is described in the following paragraphs. Paragraph 2.0 describes documentation that will be used in the evaluation of Offeror's proposal. Paragraph 3.0 lists other documents that must be submitted. Please note this Section B may not address all documentation required by the RFS. Offeror is cautioned to read the entire RFS to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.
- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted to include the following:

2.1 <u>Title Page</u> – Include a title page with the RFS subject and number; Offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.

2.2 <u>Transmittal Letter</u> - Include a signed letter briefly addressing Offeror's understanding of the work to be done, the commitment to do the work detailed within this RFS and a statement explaining why Offeror believes itself to be best qualified to do the required work.

2.3 <u>Detailed Proposal</u> – Include a proposed Scope of Services that addresses Offeror's ability to provide parking management services as set forth in this RFS.

2.4 <u>Offeror References</u> - Include references of organizations and/or individuals that can attest to Offeror's experience in similar or related services as well as Offeror's experience providing these services. These references must include name, address and phone number. Travis County may contact or visit any of the listed references to evaluate the services proposed in response to this RFS.

2.5 <u>Description of Offeror</u> - Include a brief description of all the services Offeror provides, the licensing authorities, if applicable, and the number of employees both inside and outside of Travis County and the location of Offeror's main office headquarters.

2.6 <u>Offeror Representative</u> - Include the name of the designated individual, along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the proposal.

3.0 Offeror must submit the following documents after contract award:

3.1 Insurance documentation within ten (10) days of contract award and before beginning work;

3.2 All other information required in this RFS.

#### 4.0 <u>Conflict of Interest Questionnaire</u>:

If required under Chapter 176 Texas Local Government Code, Offeror shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Offeror shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Offeror shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Offeror should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information that is excepted from disclosure under the Texas Public Information Act. As between County and Offeror, Offeror shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

# <u>NOTE:</u> FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

RFS # S110160-ML

## ATTACHMENT 1

## **ETHICS AFFIDAVIT**

#### STATE OF TEXAS } COUNTY OF TRAVIS }

Date: \_\_\_\_\_\_Name of Affiant: \_\_\_\_\_\_Title of Affiant: \_\_\_\_\_\_ Business Name of Offeror: \_\_\_\_\_\_County of Offeror: \_\_\_\_\_\_

Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Offeror to make this affidavit for Offeror.
- 2. Affiant is fully aware of the facts stated in this affidavit.
- 3. Affiant can read the English language.
- 4. Affiant has received the list of Key Contracting Persons associated with this Request for Services, which is attached to this affidavit as Exhibit A.
- 5. Affiant has personally read Exhibit A to this Affidavit.
- 6. Affiant has no knowledge of any Key Contracting Person on Exhibit A with whom Offeror 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 Exhibit B.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires:

#### EXHIBIT A LIST OF KEY CONTRACTING PERSONS March 29, 2011

# CURRENT

#### Position Held

Name of Individual Holding Office/Position Name of Business Individual is Associated

County Judge County Judge (Spouse) Executive Assistant Executive Assistant Executive Assistant Executive Assistant Commissioner, Precinct 1	Samuel T. Biscoe Donalyn Thompson-Biscoe Cheryl Brown Melissa Velasquez Josie Z. Zavala Cheryl Aker* Ron Davis	MHMR
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, 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	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
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	Steven M. Manilla, P.E*	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E	
Chief Information Officer	Joe Harlow	
Director, Records Mgment & 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 Director, Transactions Division Attorney, Transactions Division Director, Health Services Division Attorney, Health Services Division Purchasing Agent Assistant Purchasing Agent Assistant Purchasing Agent Purchasing Agent Assistant IV Purchasing Agent Assistant III Purchasing Agent Assistant II Purchasing Agent Assistant III **HUB** Coordinator **HUB** Specialist **HUB** Specialist Purchasing Business Analyst Purchasing Business Analyst

#### FORMER EMPLOYEES

	Name of Individual	
Position Held	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

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

John Hille Tamara Armstrong Daniel Bradford Mary Etta Gerhardt Barbara Wilson Jim Connolly Tenley Aldredge **Beth Devery** Prema Gregerson\* Cyd Grimes, C.P.M Marvin Brice, CPPB Bonnie Floyd, CPPO, CPPB, CTPM Diana Gonzalez Lee Perry Jason Walker **Richard Villareal** Oralia Jones, CPPB Lori Clyde, CPPO, CPPB Scott Wilson, CPPB Jorge Talavera, CPPO, CPPB George R. Monnat, C.P.M., A.P.P John E. Pena, CTPM\* Vacant David Walch Michael Long, CPPB Elizabeth Corey, C.P.M.\* Rosalinda Garcia Loren Breland, CPPB C.W. Bruner, CTP\* Nancy Barchus, CPPB Sylvia Lopez Betty Chapa Jerome Guerrero Scott Worthington Jennifer Francis\*

Christopher Gilmore

#### EXHIBIT B DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365-day period immediately prior to the date on which this contract is made with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365-day period immediately prior to the date on which this Request for Services response is made with any Key Contracting Person.

### ATTACHMENT 2 INSURANCE AND LIABILITY

During the period of the contract (if any) awarded as a result of this RFS, the selected Offeror ("Contractor") shall maintain, at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address shown on Page 1 of the RFS, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. Also, Contractor shall ensure that its certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.
- (v) Submit an original certificate of insurance reflecting coverage as follows:

#### Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

#### General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

#### Excess Liability:

Umbrella Form N	lot l	Required
-----------------	-------	----------

Worker's Compensation: Statutory
----------------------------------

# PART I, SECTION C - ADDITIONAL INFORMATION

- 1.0 **PROPOSAL DISCLOSURE:** Proposals will be opened in a manner so as to avoid disclosure of the contents to competing Offerors. Proposals will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that Offeror believes qualifies as proprietary information protected under applicable intellectual property laws or other confidential information that may be excepted from mandatory disclosure under the Texas Public Information Act, if such information is identified by Offeror in its proposal.
- 2.0 **METHOD OF AWARD:** Contract award shall be to the responsible Offeror based on the Terms and Conditions of Offeror's Revenue Proposal (Part III) that offers the Best Value to the County. Travis County reserves the right to award based on the greater of the monthly rate or percentage rate of gross revenues, either singularly or a combination thereof, as defined in Offeror's Revenue Proposal.

# PART I, SECTION D - NEGOTIATIONS

#### **1.0 NEGOTIATIONS:**

1.1 Travis County reserves the right to negotiate the price and any other terms with Offeror.

1.2 If such negotiations are deemed necessary, the Purchasing Agent shall supervise the same.

1.3 Offerors may be required to submit additional data during the process of any negotiations.

#### 2.0 **DEVIATIONS:**

Requirements stated in this RFS become part of the contract resulting from this RFS unless Offeror requests a deviation. Any requests for deviations from these requirements must be specifically defined by Offeror in its proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this RFS.

#### 3.0 **RESERVATION OF RIGHTS:**

- 3.1 County expressly reserves the right to:
  - 3.1.1 waive any defect, irregularity or informality in any proposal;
  - 3.1.2 waive any noncompliance with the requirements of this RFS;
  - 3.1.3 reject or cancel any proposal or parts of any proposal;
  - 3.1.4 accept proposals from one or more Offerors; or
  - 3.1.5 procure the services in whole or in part by other means.

#### 4.0 **PROTESTS:**

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) days after award by the Travis County Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) days from date of receipt. Any appeal from the Purchasing Agent's decision must be made within ten (10) days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to County Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by County Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

#### PART II SPECIFIC REQUIREMENTS

Contractor shall provide and perform the following services (the "Services") for County in compliance with all laws, ordinances, rules and regulations applicable thereto:

A. Manage and operate the County-owned parking lot located at 3<sup>rd</sup> and Guadalupe Streets in downtown Austin, Texas in a professional and responsible manner in accordance with best industry practices.

B. Furnish sufficient personnel for the operation and management of the Property as a public parking facility, each person fully trained for their respective function, together with all labor, equipment, merchandise, materials, insurance and all other items normally required of a similar business in Austin, Texas providing similar Services.

C. Maintain the Property in a clean and sanitary condition, and cause the Property to be clear of rubbish, filth, and refuse so as to promote an attractive, clean appearance.

D. At Operator's own expense, place or install signage (together with appropriate equipment and trade fixtures, as appropriate) in conspicuous locations around the Property listing parking rates, hours of operation, towing information, and other information relevant and appropriate to parking management operations. The posting of such signage and the installation of any equipment or fixtures or shall be carried out in a manner that does not damage the Property. Any signage, equipment or fixtures installed by Operator shall be of good quality, in keeping with equivalent parking operations in Austin, Texas; Operator shall be responsible for all repairs to all items supplied by Operator, and shall keep all such items in good repair. Operator shall remove all signage, equipment and fixtures placed or installed by Operator, or under Operator's direction, upon expiration, or earlier termination, of this Agreement.

Operator shall perform in an efficient and orderly manner as is customary in similar parking management operations, and (if applicable) will endeavor to employ only persons who in appearance, manner, and character are suitable for said operation. The Commissioners Court shall have the right to require Operator to dismiss from the Premises covered by this Agreement any employees of Operator whose conduct or dress is improper, inappropriate or offensive; and such employees shall not be employed again on the Property by Operator without the written consent of the Commissioners Court.

Operator shall comply with all County, City, State and Federal regulations, laws and ordinances which in any manner regulate Operator's business operations. Any violation of said statutes, rules, regulations or ordinances shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice to Operator.

Operator shall secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful operations of Operator's parking management operations described herein.

#### PART III REVENUE PROPOSAL

Contractor shall pay County during the Term, or any extension, a fixed and/or percentage monthly payment (the "Operations Fee") equal to the

greater of \$\_\_\_\_\_per month or \_\_\_\_% of gross revenues in consideration for (Insert fee) (Insert %)
the right to manage and operate the Property. The term "gross revenues" as used in this

Agreement shall mean gross collections from Contractor's management and operation of the Property as a paid public parking facility, reduced by the cost of sales tax.

# NOTE: THE FOLLOWING DRAFT AGREEMENT, ALONG WITH OFFEROR'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME PART OF THE CONTRACT.

# PART IV

#### DRAFT PARKING MANAGEMENT AGREEMENT

This Parking Management Agreement (this "Agreement") is entered into by and between the following parties: Travis County, a political subdivision of the State of Texas ("County") and \_\_\_\_\_\_, a company authorized to do and doing business in the State of Texas ("Operator").

WHEREAS, County requested proposals from qualified firms to provide parking operation and management services on that certain County-owned surface lot having the legal description set forth in **Exhibit A**; and

WHEREAS, Operator was the successful Offeror under Request for Services #S110160-ML.

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:

#### 1.0 DEFINITIONS

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "County" means Travis County, Texas, a political subdivision of the State of Texas.

1.4 "County Use Days" means days set aside by Operator for County's exclusive use and enjoyment of the Property, as described in Section 3.0.

- 1.5 "Director" means the Director of FMD.
- 1.6 "FMD" means the Travis County Facilities Management Department.

1.7 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that County considers influential in this contract are called Key Contracting Persons and are

listed in Exhibit A to the Affidavit. The transactions that are covered by the Ethics Policy are those that involve the following:

1.7.1 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

1.7.2 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;

## 1.7.3 **but does not include**

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

(ii) 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

(iii) 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.

1.8 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached hereto as **Attachment A** and made a part hereof.

1.9 "Operations Fee" means the fixed and/or percentage monthly payment to be made by Operator under this Agreement, as described in Section 7.0.

1.10 "Property" means that certain tract of real property described in **Exhibit A**.

1.11 "Purchasing Agent" means the Travis County Purchasing Agent.

1.12 "Services" means the parking operation and management services described in Section 4.0 of this Agreement.

#### 2.0 TERM OF AGREEMENT

2.1 The term of this Agreement (the "Term") shall be for a period of one (1) year, commencing upon award by the Commissioners Court and terminating twelve (12) months thereafter, unless sooner terminated as provided herein.

2.2 County has the unilateral option to extend this Agreement for two (2) additional one (1) year periods (individually, an "Option to Extend" and collectively, the "Options to Extend") during which all provisions of this Agreement shall remain unchanged and in full force and effect except for

the termination date. To be effective, County shall exercise an Option to Extend at least thirty (30) days prior to the expiration of this Agreement, or any extension.

2.3 Operator acknowledges and agrees that it is the intention of Travis County to develop the Property for use as a civil and family courthouse as soon as practicable. Accordingly, County may determine that discontinuing Operator's Services prior to expiration of the Term, or any extension, is in the best interest of County, and may exercise its rights to terminate for convenience as described in Section 18.0 without liability.

# 3.0 USE; THIRD-PARTY LICENSES; COUNTY USE DAYS

3.1 The Property shall be used solely for the parking of licensed motor vehicles and related purposes. Operator shall not permit the use of the Property for any other purpose without Owner's written consent and shall notify Owner promptly of any attempt by anyone to use the Property for any other purpose.

3.2 Operator agrees to make no structural changes to any portion of the Property except as expressly permitted herein. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

3.3 Notwithstanding the foregoing, County hereby grants to Operator the right to allow third parties to license the Property during the Term, or any extension, for limited purposes specifically and expressly approved in writing and in advance by County. Operator specifically agrees to permit the Sustainable Food Center ("SFC") to conduct its weekly (Saturdays) "Downtown Farmers' Market" on a designated portion of the Property on terms at least as favorable as the terms of that certain "County-SFC License Agreement" in effect up to the date of issuance of a Notice to Proceed to Operator. Any such grant of permission for third parties (including SFC) to use the Property as described herein shall be accompanied by a fully executed "License Agreement" (or similar instrument) between Operator and the third party setting forth the terms and conditions of the third party's use. Such terms shall contain provisions that protect the County from liability; all terms shall be subject to the review and approval of County.

3.4 County shall have the right to require Operator to set aside use of the Property for County's exclusive use and enjoyment <u>TBD</u> days each year during the Term, or any extension ("County Use Days"). No parking fees will be charged to County on the County Use Days. County will give Operator at least 30 days' prior written notice of any such requested County Use Day.

# 4.0 AS-IS CONDITION OF PROPERTY

4.1 OPERATOR ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, OPERATOR IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. OPERATOR AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS

ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. OPERATOR FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS ACCEPTED BY OPERATOR IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY OPERATOR SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND OPERATOR. OPERATOR HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

#### 5.0 OPERATOR OBLIGATIONS AND SERVICES

5.1 Operator shall provide and perform the following services (the "Services") for County in compliance with all laws, ordinances, rules and regulations applicable thereto:

A. Manage and operate parking services on the Property in a professional and responsible manner in accordance with best industry practices.

B. Furnish sufficient personnel for the operation and management of the Property as a public parking facility, each person fully trained for their respective function, together with all labor, equipment, merchandise, materials, insurance and all other items normally required of a similar business in Austin, Texas providing similar Services.

C. Maintain the Property in a clean and sanitary condition, and cause the Property to be clear of rubbish, filth, and refuse so as to promote an attractive, clean appearance.

D. At Operator's own expense, place or install signage (together with appropriate equipment and trade fixtures, as appropriate) in conspicuous locations around the Property listing parking rates, hours of operation, towing information, and other information relevant and appropriate to parking management operations. The posting of such signage and the installation of any equipment or fixtures or shall be carried out in a manner that does not damage the Property. Any signage, equipment or fixtures installed by Operator shall be of good quality, in keeping with equivalent parking operations in Austin, Texas; Operator shall be responsible for all repairs to all items supplied by Operator, and shall keep all such items in good repair. Operator shall remove all signage, equipment and fixtures placed or installed by Operator, or under Operator's direction, upon expiration, or earlier termination, of this Agreement.

5.2 Operator shall perform in an efficient and orderly manner as is customary in similar parking management operations, and (if applicable) will endeavor to employ only persons who in appearance, manner, and character are suitable for said operation. The Commissioners Court shall have the right to require Operator to dismiss from the Premises covered by this Agreement any employees of Operator whose conduct or dress is improper, inappropriate or offensive; and such employees shall

not be employed again on the Property by Operator without the written consent of the Commissioners Court.

5.3 Operator shall comply with all County, City, State and Federal regulations, laws and ordinances which in any manner regulate Operator's business operations. Any violation of said statutes, rules, regulations or ordinances shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice to Operator.

5.4 Operator shall secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful operations of Operator's parking management operations described herein.

#### 6.0 TAXES

6.1 During the Term, or any extension, County shall pay prior to delinquency all ad valorem taxes and special assessments, if any, levied or assessed against the Property, and Operator shall pay prior to delinquency all parking, personal property or other taxes levied or assessed against Operator in connection with Operator's management and operation of the Property, including taxes levied in connection with Operator's signs, equipment, fixtures and personal property placed, installed or located on the Property.

7.0 PAYMENT PROVISIONS AND RECORD OF ACCOUNTS

7.1 Operator shall pay County during the Term, or any extension, an Operations Fee equal to the greater of \$\_\_\_\_\_\_ per month and/or \_\_\_\_% of gross revenues in consideration for the right to manage and operate the Property. The term "gross revenues" as used in this Agreement shall mean gross collections from Operator's management and operation of the Property as a paid public parking facility, reduced by the cost of sales tax.

7.2 The fixed Operations Fee of \_\_\_\_\_\_ is due in advance on the first day of each calendar month. Percentage rental shall be payable on the 20<sup>th</sup> day of the month following the month in which revenues were collected, and shall be accompanied by a detailed written statement of gross revenue collections from the Property during the preceding month. The Operations Fee for any partial month shall be pro-rated. Payments shall be made by check payable to Travis County and mailed or delivered to:

#### Travis County Facilities Management Department 1010 Lavaca, Suite 400 Austin, TX 78701

7.3 Operator shall prepare and maintain during the Term of this Agreement, or any extension, accurate, separate and complete records and accounts of all parking revenues, receipts, expenses, copies of daily sales reports, deposit slips and disbursements, and a separate bank account relating to the requirements described herein. All such records and accounts shall be subject to examination and audit by County at any reasonable time.

7.4 Operator shall furnish the County Auditor within one week subsequent to filing a copy of that part of his Federal Income Tax Return which reflects Operator's performance of the Services described herein.

## 8.0 ACCOUNTING RECORDS AND REPORTS

8.1 During the Term of this Agreement, or any extension, Operator shall maintain sales records for each day, in accordance with generally accepted accounting principles. Records shall include a full, complete, accurate, permanent record and account of all sales and of all sums of money paid or payable for or on account or arising out of Operator's business transactions conducted on the Property. Such records shall include but not be limited to sales slips, customer credit records, cash register tapes, invoices, bank account records and their documents of business, herein after referred to as "business records". Operator will be responsible for any returned checks of customers.

8.2 If applicable, the cash register/sales slip should have sufficient totals to record major categories, including sales tax and the total purchase.

8.3 Operator shall preserve such business records and supporting documents for a six (6) month period after the expiration of the Agreement Term, or any extension.

8.4 Upon request by County, Operator shall deliver within seventy-two (72) hours such business records to the Director (or other designated County representative) for the purpose of having the business audited. Operator specifically authorizes County, its employees, agents and designated representatives to conduct an audit of the business and agrees to fully assist County wherever possible.

8.5 County reserves the right as part of its audit to duplicate and retain copies of Operator business records.

#### 9.0 OPERATOR REPRESENTATIONS; WARRANTIES

9.1 Operator represents that it has thoroughly examined the requirements, specifications, schedule, instructions and all other contract documents. Operator has made all investigations necessary to thoroughly inform itself regarding the Services to be provided under this Agreement.

9.2 The apparent silence of any requirements included herein about any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail. All interpretations of these requirements shall be made on the basis of this statement.

9.3 Operator warrants that all of the information provided in Operator's original Proposal submitted in response to RFS #<u>S110160-ML</u> and dated \_\_\_\_\_\_, 2011 is true and correct and that Operator will use its best efforts to provide quality Services.

#### 10.0 OPERATOR CERTIFICATIONS

10.1 Operator certifies that it is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.

10.2 Operator represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; (ii) County shall not be liable for any infringement of those rights; and (iii) any rights granted to County shall apply for the duration of this Agreement Term, or any extension. Operator agrees to and shall indemnify and hold harmless County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to materials used in this Agreement.

#### 11.0 DISPUTES AND APPEALS

11.1 The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this Agreement. If Operator does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Operator 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 Operator's satisfaction, Operator may submit a written 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. Operator then has the right to be heard by Commissioners Court.

#### 12.0 FUNDING OUT

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

#### 13.0 W-9

13.1 Operator 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 and its rules and regulations before any Agreement funds are payable.

#### 14.0 COVENANT AGAINST CONTINGENT FEES

14.1 Operator warrants that no persons or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Operator to secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or in its discretion to, as applicable, add to or deduct from the Agreement price for consideration, or otherwise recover, the full mount of such commission, percentage, brokerage, or contingent fee.

#### 15.0 ASSIGNMENT

15.1 <u>Assignment</u>. Operator shall not assign any part of the Services, rights or obligations under this Agreement without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE COMMISSIONERS COURT.

15.2 <u>Successors Bound</u>. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

#### 16.0 FORCE MAJEURE

16.1 If the performance by either party of any of its obligations under this Agreement is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

#### 17.0 TERMINATION FOR DEFAULT

17.1 Failure by Operator in performing any provisions of this Agreement shall constitute a breach of contract. County may require corrective action within ten (10) calendar days after date of receipt by Operator of written notice citing the exact nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute an Operator default. Operator shall be given a twenty (20) calendar day period within which to show cause why this Agreement should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to Operator. As a minimum, Operator shall be required to pay any difference in the cost of securing the

products or services covered by this Agreement, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

#### 18.0 TERMINATION FOR CONVENIENCE

18.1 County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination County shall not be liable for loss of any profits anticipated to be made hereunder.

#### 19.0 CHANGES

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. IT IS ACKNOWLEDGED BY OPERATOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

#### 20.0 COUNTY ACCESS

20.1 Operator shall maintain and make available all books, documents, and other evidence pertinent to the revenues, costs and expenses of this Agreement for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expenses. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Agreement Term, or any extension, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

#### 21.0 SUBCONTRACTS

21.1 Operator shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Operator that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

21.2 If a subcontract is approved, Operator must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Agreement. Operator must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Operator to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

#### 22.0 MONITORING

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

#### 23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE

23.1 Operator must not transfer or assign any part of or right or interest in this Agreement, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Operator must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

#### 24.0 CIVIL RIGHTS/ADA COMPLIANCE

24.1 Operator shall provide all services and activities required by this Agreement in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Operator were an entity bound to comply with these laws. Operator shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

#### 25.0 GRATUITIES

25.1 County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Operator or any agent or representative of Operator, to any County Official or employee with a view toward securing favorable treatment with respect of this Agreement. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Operator at least three times the cost incurred by Contractor in providing the gratuities.

#### 26.0 FORFEITURE OF CONTRACT

26.1 Operator must forfeit all benefits of this Agreement and County must retain all performance by Operator and recover all consideration or the value of all consideration, paid to Operator pursuant to this Agreement if:

26.1.1 Operator was doing business at the time of executing this Agreement or had done business during the 365 day period immediately prior to the date of execution of this Agreement with one or more Key Contracting Persons; or

26.1.2 Operator does business with a Key Contracting Person after the date of Operator's execution of this Agreement and prior to full performance of the Agreement.

#### 27.0 NOTICES

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

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. Purchasing Agent P.O. Box 1748 Austin, Texas 78767-1748

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

Honorable Samuel T. Biscoe (or his successor in office) County Judge P.O. Box 1748 Austin, Texas 78767-1748

27.3 The address of Operator for all purposes under this Agreement and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT

28.1 <u>Law and Venue</u>. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

28.2 <u>Severability</u>. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

28.3 <u>Headings</u>. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Agreement.

28.4 <u>Computation of Time</u>. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

28.5 <u>Gender and Number</u>: Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in this Agreement clearly requires otherwise.

#### 29.0 ENTIRE CONTRACT

29.1 All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

29.2 All terms, conditions and requirements of the Travis County Request for Services, RFS  $\frac{10160-ML}{ML}$ , and Operator's Proposal submitted in response thereto are hereby made a part of this Agreement; provided, however, to the extent that the provisions of RFS  $\frac{10160-ML}{ML}$  and Operator's Proposal deviate from those of this Agreement, the terms and conditions of this Agreement shall control.

#### 30.0 OPERATOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION

30.1 OPERATOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY OPERATOR UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH OPERATOR AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY OPERATOR TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF OPERATOR'S ACTIONS.

30.2 If any claim, or other action, that relates to Operator's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Operator, Operator shall give written notice to County in compliance with this section of the following information:

30.2.1 The existence of the claim, or other action, within ten (10) working days after notification is received by County;

30.2.2 The name and address of the person, firm, corporation or other entity that made a claim or that instituted any type of action or proceeding;

30.2.3 The alleged basis of the claim, action or proceeding;

30.2.4 The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 The name or names of any person(s) against whom this claim is being made.

30.3 Except as otherwise directed, Operator shall furnish to County copies of all pertinent papers received by Operator with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

#### 31.0 PROPERTY TAXES

31.1 Despite anything to the contrary in this Agreement, if Operator is delinquent in payment of property taxes at the time of providing services, Operator hereby assigns the portion of the amount owing to it under this Agreement that is equal to the amount Operator is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

#### 32.0 MEDIATION

32.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or 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 both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

#### 33.0 CONFLICT OF INTEREST QUESTIONNAIRE

33.1 If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

#### 34.0 NON-WAIVER OF DEFAULT

34.1 The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by Commissioners Court.

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

#### 35.0 CERTIFICATION OF ELIGIBILITY

35.1 Operator certifies that at the time of submission of its offer, it was not on the federal government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its offer was submitted and the time of execution of this Agreement. If Operator is placed on the list during the term of this Agreement, or any extension, Operator shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this Agreement for default.

#### 36.0 INSURANCE AND LIABILITY

- 36.1 During the period of this Agreement, Operator shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Operator shall:
- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address indicated above a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance.
   Also, Operator shall ensure that Operator's certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

#### Excess Liability:

Umbrella Form ...... Not Required

Worker's Compensation: ..... Statutory

#### 37.0 TEXAS PUBLIC INFORMATION ACT

37.1 Notwithstanding anything to the contrary set forth herein, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

#### **OPERATOR:**

Title: \_\_\_\_\_

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

TRAVIS COUNTY, TEXAS

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

Samuel T. Biscoe Travis County Judge

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

APPROVED AS TO FORM:

County Attorney

# COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd Grimes Travis County Purchasing Agent

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

#### ATTACHMENT A

#### LEGAL DESCRIPTION OF PROPERTY

The Old Court House and Jail Block of the ORIGINAL CITY OF AUSTIN, according to the map or plat thereof dated 1839, and titled "Plan of the City of Austin" on file in the General Land Office of the State of Texas as provided by Chapter 60, Acts 41<sup>st</sup> Legislature approved March 20, 1930, being the same tract as conveyed by Special Warranty Deed dated September 21, 2000, executed by the City of Austin, a Texas home-rule municipal corporation, to the Seller, recorded under Document No. 2000151983 of the Official Public Records of Travis County, Texas.

#### ATTACHMENT B

#### **ETHICS AFFIDAVIT**

#### STATE OF TEXAS } COUNTY OF TRAVIS }

COUNT I OF TRAVIS}

Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Offeror to make this affidavit for Offeror.
- 2. Affiant is fully aware of the facts stated in this affidavit.
- 3. Affiant can read the English language.
- 4. Affiant has received the list of Key Contracting Persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
- 5. Affiant has personally read Exhibit A to this Affidavit.
- 6. Affiant has no knowledge of any Key Contracting Person on Exhibit A with whom Offeror 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 Exhibit B.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires:

#### EXHIBIT A LIST OF KEY CONTRACTING PERSONS March 29, 2011

# CURRENT

CURRENT		
D 11 11		Name of Business
Position Held	Holding Office/Position I	ndividual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)		scoe MHMR
County Judge (Spouse) Executive Assistant	Donalyn Thompson-Bi	
Executive Assistant	Cheryl Brown Melissa Velasquez	
	Josie Z. Zavala	
Executive Assistant Executive Assistant		
	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	Satan Haspital
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, 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	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
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	Steven M. Manilla, P.E	*
Executive Manager, Criminal Justice Plann	ing Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S.	, P.E
Chief Information Officer	Joe Harlow	
Director, Records Mgment & Communicat	ions 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	
	Dage 21 of 22 Dages	

Page 31 of 33 Pages

Attorney, Transactions Division Director, Health Services Division Attorney, Health Services Division **Purchasing Agent** Assistant Purchasing Agent Assistant Purchasing Agent Purchasing Agent Assistant IV Purchasing Agent Assistant III Purchasing Agent Assistant II Purchasing Agent Assistant III **HUB** Coordinator **HUB** Specialist **HUB** Specialist Purchasing Business Analyst Purchasing Business Analyst

Tamara Armstrong **Daniel Bradford** Mary Etta Gerhardt Barbara Wilson Jim Connolly Tenley Aldredge **Beth Devery** Prema Gregerson\* Cyd Grimes, C.P.M Marvin Brice, CPPB Bonnie Floyd, CPPO, CPPB, CTPM Diana Gonzalez Lee Perry Jason Walker **Richard Villareal** Oralia Jones, CPPB Lori Clyde, CPPO, CPPB Scott Wilson, CPPB Jorge Talavera, CPPO, CPPB George R. Monnat, C.P.M., A.P.P John E. Pena, CTPM\* Vacant David Walch Michael Long, CPPB Elizabeth Corey, C.P.M.\* Rosalinda Garcia Loren Breland, CPPB C.W. Bruner, CTP\* Nancy Barchus, CPPB Sylvia Lopez Betty Chapa Jerome Guerrero Scott Worthington Jennifer Francis\*

#### FORMER EMPLOYEES

	Name of Individual	
Position Held	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

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

#### EXHIBIT B DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following Key Cntracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any Key Contracting Person.



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Elizabeth Corey, Purchasing, 854-9853 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

# AGENDA LANGUAGE:

Approve Modification No. 5 to Contract No. PS090110RE, Capital Investing in Development and Employment of Adults, Inc., for workforce development.

# BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Through this agreement, Capital Investing in Development and Employment of Adults, Inc. (Capital IDEA) provides workforce development services in Travis County.

This Modification No. 5 provides for a budget adjustment for 2010 funds.

Modification No. 4 moved funds between categories; no change to total funding amount.

Modification No. 3 renewed the contract for an additional year, from January 1, 2011 to December 31, 2011. Contract funds for the renewal period are not to exceed \$700,213.

Modification No. 2 allocated \$30,000 to services provided between January 1, 2010 and September 30, 2010, and corrected the description of fiscal year limitations on the remaining funds.

Modification No. 1 renewed the contract for an additional year, from January 1, 2010 to December 31, 2010. Contract funds for the renewal period were not to exceed \$700,213.

**Contract Expenditures:** Within the last twelve months \$68,896.23 has been spent against this contract.

# **Contract-Related Information:**

Award Amount: \$700,213 Contract Type: Professional Services Contract Period: January 1, 2009 - December 31, 2009

# **Contract Modification Information:**

Modification Amount: \$700,213 Modification Type: Bilateral Modification Period: January 1, 2011 - December 31, 2011

# Solicitation-Related Information: Not Applicable

Solicitations Sent: Responses Received: HUB Information:

% HUB Subcontractor:

# **Special Contract Considerations: Not Applicable**

\_\_\_\_ Award has been protested; interested parties have been notified.

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

\_\_\_\_ Comments:

# • Funding Information: Not Applicable

Purchase Requisition in H.T.E.: Funding Account(s): Comments:

# • Statutory Verification of Funding: Not Applicable

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

# **REQUIRED AUTHORIZATIONS:**

Purchasing	Marvin Brice	Completed	03/30/2011 10:47 AM
Purchasing	Cyd Grimes	Completed	04/13/2011 3:35 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	04/13/2011 3:42 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



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

Kathleen Haas Finance Manager (512) 854-4121 Fax (512) 854-4123

**DATE:** March 4, 2011

TO: Cyd Grimes, C.P.M., Travis County Purchasing Agent

Kathleen Haas, Finance Manager Travis County Health and Human Services and Veteran Services

#### SUBJECT: Approval of Contract No. PS090110RE; Capital Investing in Development and Employment of Adults, Inc. (Capital IDEA) Budget Adjustment Request.

#### **Proposed Action:**

FROM:

Consider and take appropriate action to approve budget adjustment submitted by Capital IDEA.

#### Summary and Staff Recommendation:

We are requesting approval of the attached budget adjustment request from Capital IDEA, signed by their Executive Director February 11, 2011. Originally, Capital IDEA submitted three different budget adjustments with each of their payment requests for October (15%), November (2.1%) and December (1.3%) - a total budget adjustment of 18.4%. On January 24<sup>th</sup>, we requested the contractor submit one budget adjustment rather than three, effective on their October payment request. This budget adjustment was approved by Purchasing on February 2, 2011 as contract modification #4.

On February 8, 2011, the contractor requested another budget adjustment of 2.1%, effective with their November billing, explaining that the financial officer had just returned from medical leave and some things slipped by her that she should have caught. The contractor assures us that no additional budget adjustment will be needed to close-out this

contract and has submitted payment requests for November and December. The "Budget Revision Request" is attached to this memo.

#### **Issue and Opportunities:**

HHS/VS will continue to work closely with this contractor, providing technical assistance and compliance monitoring throughout 2011. We expect Capital IDEA to maintain contract compliance while continuing to serve the unemployed and under employed in our community

Cc: Sherri Fleming, HHS/VS Executive Manager Mary Etta Gerhardt, Assistant County Attorney Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office Blanca Leahy, Division Director, Research and Planning, TCHHS/VS Lawrence Lyman, Planning Manager, TCHHS/VS LaDonna Brazell, Contract Compliance Specialist

# **BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACTS**

Travis County Health and Human Services & Veterans Services Department

Agency Name: Capital IDEA

Program Name: Long-Term Training

Revision Number: (No. 5)

Effective Date for Revision: November 1, 2010

Revision for: TRAVIS COUNTY Funding Only

Contract Term: Jan. 1, 2010 - Dec. 31, 2010

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved	Prior Approval	Adjustment Amt.	Revised
LING	letti	Budget	Required ?	(indicate + or -)	Budget
	PERSONNEL				
1	Salaries - REGULAR time	210,068.21		0.00	210.068.21
2	Salaries-OVERTIME (Trav.Co. only)				0.00
3	Benefits	79,526.28		0.00	79,526.28
4		fil filmer i stationer i s			
A	SUBTOTAL - PERSONNEL	289,594.49		0.00	289,594.49
	OPERATING EXPENSES				
5	General Operating Expenses	41,949.50		0.00	41,949.50
6	Insurance/Bonding	2,455.17		0.00	
	Audit Expenses (for Travis Co. funds, include	2,400.17		0.00	2,455.17
7	pro-rata share only)	2,608.16		0.00	2,608.16
8	Consultants / Contractual	0.00		0.00	0.00
9	Staff Travel - within Travis County	1,423.07		0.00	1,423.07
10	Conference/Seminars/Trng. within Travis Co.	109.76		0.00	109.76
11	Sendered France Tradeos				
12				e en sen sen sen sen sen sen sen sen sen	0.0
13	COL (COLCAN)		IL BERTHAND BY BATTA AND A MANAGE BY THE PARTY OF		0.0
14	0			4	0.0
B	SUBTOTAL - OPER. EXPENSES	48,545.66		0.00	0.00 48,545.60
-+	DIRECT ASSISTANCE	40,040.00		0.00	10,010.00
15	Food / Beverage - for clients	······································	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	0.00
	Financial Assistance to individuals (e.g., rent.				0.00
16	mortgage, utilities)	13,707.44	<i></i>	(4,599.51)	9,107.9
17	other (count)		H YES	$\{1,2,3,1\} \in \{1,2,3,2,3,3\}$	0.0
18					292 249 9
19	Benne				
20	Cilicate				series and series and series
					0.0
C	SUBTOTAL: DIRECT ASSIST.	362,072.85		0.00	362,072.8
	EQUIPMT./CAPITAL OUTLAY				
19				$\mathrm{Ent}_{\mathbf{x}}(\mathbf{u}_{i}) = \mathrm{Ent}_{\mathbf{x}}(\mathbf{u}_{i})$	0.0
20	0				
D	SUBTOTAL - EQPMT./ CAPITAL	0.00		0.00	0.0
21	TOTALS (A+B+C+D+E)	700,213.00		0.00	700,213.0
	10,1	X			
Preparer's Signature: Tata Diocher				Date:	2/11/2011
Authorized Signature:				2/11/2011	
Г	Travis Co. USE ONLY:	$\mathcal{O}$		اللمتحديقين ويستغر والمنا	
	Reviewed & approved by:			Date:	

4 1							
MODIFICATION OF CONTRACT	NO. PS090110RE - Wo	rkforce Development	Page 1 of 5 Pages				
ISSUED BY: Travis County Purchasing Office 314 West 11th Street, Room 400 Austin, Texas 78701	PURCHASING AGENT ASST: TELEPHONE: 512-854-9853 FAX: 512-854-9185	Elizabeth Corey	DATE PREPARED: March 28, 2011				
ISSUED TO: Capital Investing in Development and Employment of Adults, Inc. 504 Lavaca, Suite 1008 Austin, Texas 78701	MODIFICATION NO.:	5	EXECUTED DATE OF ORIGINAL CONTRACT: January 1, 2009				
ORIGINAL CONTRACT TERM DATES: January	1. 2009 - December 31. 2009	CURRENT CONTRACT TERM DA	ATES: January 1, 2011 - December 31, 2011				
FOR TRAVIS COUNTY INTERNAL USE ONLY Original Contract Amount: <u>\$700.213</u>	FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$700.213 Current Modified Amount \$700.213						
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect. The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment: <ol> <li>Contract budget revision to move funds between categories for close-out of 2010 funding. No additional funds requested.</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.							
Contractor: Complete your portion of th A fully-coloured original will be recurse LEGAL BUSINESS TRACE: CAPITIAL M	to you for your records.	LOPMENT AND EMPLOYMENT - ADULTS, INC (CARITAL I)					
BY: SIGNATURE							
PRINT NAME TITLE: EXECUTINE DIREC ITS DULY AUTHORIZED AGENT	TOR	-	DATE: 3-28-11				
TRAVIS COUNTY, TEXAS BY: MS CYD V. GRIMES, C.P.M., TRAVIS COUNTY PI	JRCHASING AGENT	-	DATE:				
TRAVIS COUNTY, TEXAS		<u> </u>	DATE:				
SAMUEL T. BISCOE, TRAVIS COUNTY JUDG							

MinuteTraq ID #3960

PS090110RE Modification No. 5 Page 2 of 5

#### AMENDMENT OF CONTRACT BETWEEN TRAVIS COUNTY AND CAPITAL IDEA

#### **PARTIES**

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Capital IDEA, a nonprofit agency ("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.

Pursuant to the terms of the Contract, the Parties have renewed the Contract for an additional terms beginning January 1, 2010, and continuing through December 31, 2010 ("2010 Renewal Term"), and beginning January 1, 2011, and continuing through December 31, 2011 ("2011 Renewal Term").

The Contract provides for changes to the agreement by written agreement signed by both Parties; the Parties have previously amended the Contract; and the Parties desire to amend the Contract again as to the 2011 Renewal Term.

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

#### 1.0 <u>GENERAL TERMS</u>.

1.1 <u>2010 And 2011 Renewal Term</u>. The Parties acknowledge the renewal of the Contract for an additional one-year terms beginning January 1, 2010, and continuing through December 31, 2010 ("2010 Renewal Term") and beginning January 1, 2011, and terminating December 31, 2011 ("2011 Renewal Term").

#### 2.0 ENTIRE AGREEMENT

2.1 <u>Attachments</u>. The Parties agree to amend Section 5.2 of the Contract ("Attachments"), as to the 2010 Renewal Term, and as previously amended, by deleting the previous Amended Attachment C-2010, "2010 Program Budget," and substituting the Second Amended Attachment C-2010, "Amended 2010 Program Budget," attached to this Amendment as Exhibit 1 and hereby made a part of the Contract as amended, constituting promised performance by Contractor in accordance with all terms of the Contract, as amended.

#### 3.0 INCORPORATION

3.1 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 as amended. The Contract with the changes made in this Amendment constitutes the entire agreement between the

.

PS090110RE Modification No. 5 Page 3 of 5

Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

#### 4.0 EFFECTIVE DATE

i.

ž

4.1 This Amendment is effective November 1, 2010, when it is signed by the last Party. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

14

PS090110RE Modification No. 5 Page 4 of 5

×.

#### EXHIBIT 1

#### SECOND AMENDED ATTACHMENT C-2010

#### AMENDED 2010 PROGRAM BUDGET

.

1451

FORM #4: AMENDED PROGRAM BUDGET for Social Service Contracts fun Funded by Travis County

Date prepared:

3/28/2011

Agency: Capital IDEA

Program: Long-Term Training

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.

PERSONNEL	Cantan Stat Canta Augusta		
Salarles - Regular Time	210,068.21	953,704	1,163,772
Salaries - Overtime			C
Benefits	79,526.28	367,402	446,928
The second support documents	200000	5.57521510	, interior
OPERATING EXPENSES			Contract of the second s
General Operating Expenses	41,949.50	260,990	302,940
insurance/Bonding	2,455.17	5,691	8,146
Audit Expenses (provide details for this line item in the Subcontracted Expenses form)	2,608.16	15,000	17,608
Consultants/Contractual (provide details for this line item in the Subcontracted Expenses form)	0.00	25,447	25,447
Staff Travel - within Travis County	1,423.07	10,680	12,103
Conferences/Seminars/Training - within Travis County	109.78	6,400	6,510
*** Staff Travel - out of County	0.00		0
*** Conferences/Seminars - out of County	0.00		0
Secondular operative portions	44264	- HANA	
DIRECT ASS	ISTANCE		
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	0.00	0	0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	9,107.93	77,680	86,768
Other (specify)	0.00		0
Tuition and Fees	292,249.94	751,285	1,043,535
Books	36,100.42	228,515	264,615
Childcare	24,614.56	328,079	352, <del>69</del> 4
	362.672.85	1,885,650	170,012
EQUIPMENT/CAP		<u> </u>	•
** (specify equipment)	0.00	0 8	0
GRAND TOTAL (A + B + C + D)	700,213.00	3,030,853	3,731,066
PERCENT SHARE of Total for Funding Sources:	18.8%	81.2%	100.0%

Item 19



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Ron Dube, Purchasing, 854-6458 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent Sponsors: Judge Biscoe

## AGENDA LANGUAGE:

Pursuant to Section 263.151 of the Texas Local Government Code, Declare List of Certain Equipment as Surplus Property and Sell at Public Auction.

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Declare attached list of equipment as surplus property and sell at public auction.

## **REQUIRED AUTHORIZATIONS:**

Purchasing Purchasing Purchasing Admin Support Group County Judge's Office Commissioners Court Bonnie Floyd Cyd Grimes Juan Gonzalez Cheryl Aker Cheryl Aker Completed Completed Completed Pending Pending 04/08/2011 4:09 PM 04/13/2011 3:24 PM 04/13/2011 3:49 PM

1.07"	<b>E A O O E T '</b>		TYPE	VEAD	<b>T</b> 10	
LOT#	E-ASSET#	AQ	TYPE	YEAR	TAG	IMP
	N1/A	N1/A	<b>N1/A</b>	N1/A	N1/A	N1/A
1	N/A	N/A		N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A		N/A	N/A	N/A
5	LOT# 2456	PO	OGH	2002	109739	0
6	N/A	N/A	N/A	N/A	N/A	N/A
7	LOT# 2457	PO	CAM	2001	102029	0
7	LOT# 2457	PO	COP	2002	103432	0
7	LOT# 2457	PO	COP	2002	103434	0
7	LOT# 2457	PO	COP	2002	103440	0
7	LOT# 2457	PO	COP	2002	103441	0
7	LOT# 2457	PO	CAM	2007	157608	0
7	LOT# 2457	PO	CAM	2008	157973	0
8	N/A	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A	N/A
15	LOT# 2458	PO	LEF	2005	11911	0
16	N/A	N/A	N/A	N/A	N/A	N/A
17	LOT# 2459	PO	RRE	1996	10972	0
18	LOT# 2460	FA	YGA	2011	144216	0
19	LOT# 2461	PO	YGA	2004	123125	0
20	LOT# 2462	PO	YGA	1996	87271	0
21	LOT# 2463	PO	YGA	2004	121601	0
22	LOT# 2464	PO	YGA	2004	121600	0
23	N/A	N/A	N/A	N/A	N/A	N/A
24	N/A	N/A	N/A	N/A	N/A	N/A
25	LOT# 2465	PO	OGH	1996	88437	0
26	N/A	N/A	N/A	N/A	N/A	N/A
27	N/A	N/A	N/A	N/A	N/A	N/A
28	N/A	N/A	N/A	N/A	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A	N/A
32	LOT# 2467	PO	YGA	2006	126425	0
33	LOT# 2468	PO	YGA	2006	126424	0
34	LOT# 2469	PO	OGH	2000	104365	0
35	LOT# 2470	FA	YGA	1997	95139	0
36	LOT# 2471	PO	YGA	2004	123185	0
37	LOT# 2471	PO	YGA	2004	123185	0
38	LOT# 2472	FA	YGA	2004	127965	0
<u> </u>	LOT# 2473	PO	OGH	2009	137886	0
<u> </u>	N/A	N/A		2007 N/A	N/A	N/A
		N/A	N/A			
41	N/A		N/A	N/A	N/A	N/A
42	N/A	N/A	N/A	N/A	N/A	N/A
43	LOT# 2475	PO	Т٧	2001	102109	0

43	LOT# 2475	IF	ΤV	2007	130871	0
44	N/A	N/A	N/A	N/A	N/A	N/A
45	N/A	N/A	N/A	N/A	N/A	N/A
46	LOT# 2476	PO	OGH	2006	127921	0
47	LOT# 2477	PO	YGA	2003	120547	0
48	N/A	N/A	N/A	N/A	N/A	N/A
49	LOT# 2478	PO	EEE	1993	100887	0
50	LOT# 2479	PO	OGH	1998	94995	0
51	LOT# 2480	FA	OGH	1990	68613	0
52	LOT# 2481	FA	YGA	2011	68863	0
53	N/A	N/A	N/A	N/A	N/A	N/A
54	LOT# 2482	PO	OFE	2006	130461	0
55	LOT# 2483	PO	OGH	2009	139532	0
56	LOT# 2484	PO	CLC	1996	95586	0
57	N/A	N/A	N/A	N/A	N/A	N/A
58	LOT# 2485	PO	MOW	2001	103618	0
59	LOT# 2486	PO	MOW	2007	157798	0
60	LOT# 2487	PO	MOM	2009	139362	0
61	LOT# 2488	PO	COP	1999	98993	0
61	LOT# 2488	PO	COP	2001	104203	0
61	LOT# 2488	PO	SRV	2003	109833	0
61	LOT# 2488	PO	COP	2003	120706	0
61	LOT# 2488	FA	PRT	2010	139483	0
62	LOT# 2489	PO	COP	1998	95313	0
62	LOT# 2489	PO	COP	2000	99256	0
62	LOT# 2489	PO	COP	2001	104302	0
62	LOT# 2489	PO	MDM	2001	105329	0
62	LOT# 2489	PO	COP	2004	124532	0
62	LOT# 2489	PO	COP	2005	126251	0
62	LOT# 2489	PO	PRT	2005	127425	0
63	LOT# 2490	AT	FAX	2007	131255	0
63	LOT# 2491	PO	TVC	1997	87176	0
64	N/A	N/A	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	N/A	N/A
66	N/A	N/A	N/A	N/A	N/A	N/A
67	N/A	N/A		N/A	N/A	N/A
68	N/A	N/A	N/A	N/A	N/A	N/A
69	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A
71	N/A	N/A	N/A	N/A	N/A	N/A
72	N/A	N/A	N/A	N/A	N/A	N/A
73	N/A	N/A	N/A	N/A	N/A	N/A
74	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A
76	N/A	N/A	N/A	N/A	N/A	N/A
77	N/A	N/A	N/A	N/A	N/A	N/A
78	N/A	N/A	N/A	N/A	N/A	N/A
79	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A
81	N/A	N/A	N/A	N/A	N/A	N/A
	N/A		N/A	N/A	N/A	N/A

	I	1		1		
83	N/A	N/A	N/A	N/A	N/A	N/A
84	N/A	N/A	N/A	N/A	N/A	N/A
85	N/A	N/A	N/A	N/A	N/A	N/A
86	LOT# 2492	PO	COP	2001	102102	0
86	LOT# 2492	PO	COP	2001	104408	0
86	LOT# 2492	PO	COP	2000	104410	0
86	LOT# 2492	PO	MDM	2001	104411	0
87	LOT# 2493	FA	LEF	2010	70481	0
87	LOT# 2493	FA	LEF	2010	70484	0
88	N/A	N/A	N/A	N/A	N/A	N/A
89	LOT# 2494	PO	OGH	1998	87180	0
89	LOT# 2494	PO	OGH	2002	109336	0
90	N/A	N/A	N/A	N/A	N/A	N/A
91	N/A	N/A	N/A	N/A	N/A	N/A
92	N/A	N/A	N/A	N/A	N/A	N/A
93	LOT# 2496	PO	FAX	2004	124188	0
94	LOT# 2497	PO	ARE	1994	95590	0
95	LOT# 2498	PO	COP	2002	87363	0
95	LOT# 2498	PO	TVC	1998	95622	0
95	LOT# 2498	PO	COP	2002	98061	0
95	LOT# 2498	PO	COP	2000	102563	0
95	LOT# 2498	PO	COP	2000	102563	0
95	LOT# 2498	PO	NTW	2004	122373	0
95	LOT# 2498	PO	NTW	2004	122374	0
95	LOT# 2498	PO	NTW	2004	122377	0
96	LOT# 2499	PO	DMS	2000	104074	0
97	LOT# 2500	PO	TV	2005	123814	0
97	LOT# 2500	PO	FAX	2007	128857	0
98	LOT# 2501	PO	TVC	2002	104811	0
99	N/A	N/A	N/A	N/A	N/A	N/A
100	LOT# 2502	FA	TV	1994	75897	0
100	LOT# 2502	PO	LEF	2002	106178	0
101	LOT# 2503	FA	TYP	2006	10964	0
101	LOT# 2503	FA	CAM	1994	90722	0
101	LOT# 2503	PO	TYP	1998	95695	0
101	LOT# 2503	PO	FAX	2003	121236	0
101	LOT# 2503	PO	PRT	2004	123177	0
101	LOT# 2503	PO	TYP	2004	124209	0
101	LOT# 2503	PO	ТҮР	2004	130238	0
101	LOT# 2503	PO	OGH	2000	11763	0
102	LOT# 2504	FA	TV	2004	91125	0
102	LOT# 2504	PO	TVC	2010	106600	0
102	LOT# 2504		TYP	1989	63241	0
	LOT# 2505	OJ PO				
<u>103</u> 103	LOT# 2505	PO	MON	2000	105624	0
			OFE	2004	125025	-
103	LOT# 2505	PO	OFE	2007	130915	0
104	N/A	N/A	N/A	N/A	N/A	N/A
105	N/A	N/A	N/A	N/A	N/A	N/A
106	N/A	N/A	N/A	N/A	N/A	N/A
107	N/A	N/A	N/A	N/A	N/A	N/A
108	N/A	N/A	N/A	N/A	N/A	N/A

		1		1	1	
109	LOT# 2506	PO	OFE	1995	66482	0
109	LOT# 2506	PO	DMS	2000	95095	0
109	LOT# 2506	PO	COP	2001	104413	0
110	N/A	N/A	N/A	N/A	N/A	N/A
111	N/A	N/A	N/A	N/A	N/A	N/A
112	N/A	N/A	N/A	N/A	N/A	N/A
113	N/A	N/A	N/A	N/A	N/A	N/A
114	N/A	N/A	N/A	N/A	N/A	N/A
115	N/A	N/A	N/A	N/A	N/A	N/A
116	N/A	N/A	N/A	N/A	N/A	N/A
117	N/A	N/A	N/A	N/A	N/A	N/A
118	N/A	N/A	N/A	N/A	N/A	N/A
119	N/A	N/A	N/A	N/A	N/A	N/A
120	N/A	N/A	N/A	N/A	N/A	N/A
121	N/A	N/A	N/A	N/A	N/A	N/A
122	N/A	N/A	N/A	N/A	N/A	N/A
123	N/A	N/A	N/A	N/A	N/A	N/A
124	N/A	N/A	N/A	N/A	N/A	N/A
125	N/A	N/A	N/A	N/A	N/A	N/A
126	LOT# 2507	FA	тν	2011	144215	0
127	LOT# 2508	PO	CAM	1999	30025	0
127	LOT# 2508	PO	FAX	2008	141255	0
128	N/A	N/A	N/A	N/A	N/A	N/A
129	N/A	N/A	N/A	N/A	N/A	N/A
130	N/A	N/A	N/A	N/A	N/A	N/A
131	N/A	N/A	N/A	N/A	N/A	N/A
132	N/A	N/A	N/A	N/A	N/A	N/A
133	N/A	N/A	N/A	N/A	N/A	N/A
134	LOT# 2509	PO	FAX	2004	124707	0
134	LOT# 2509	PO	FAX	2007	128375	0
135	LOT# 2510	PO	FAX	2005	127668	0
136	LOT# 2511	PO	FAX	2003	119686	0
136	LOT# 2511	PO	COP	2004	119714	0
136	LOT# 2511	PO	FAX	2003	119721	0
136	LOT# 2511	PO	COP	2003	119985	0
137	N/A	N/A	N/A	N/A	N/A	N/A
138	N/A	N/A	N/A	N/A	N/A	N/A
139	N/A	N/A	N/A	N/A	N/A	N/A
140	N/A	N/A	N/A	N/A	N/A	N/A
141	LOT# 2512	PO	FAX	2001	101832	0
141	LOT# 2512	PO	COP	2001	104662	0
142	LOT# 2513	OJ	OGH	1990	95419	0
142	LOT# 2513	OJ	OGH	1984	95585	0
143	N/A	N/A	N/A	N/A	N/A	N/A
144	LOT# 2514	PO	OGH	1998	87169	0
145	N/A	N/A	N/A	N/A	N/A	N/A
146	N/A	N/A	N/A	N/A	N/A	N/A
147	LOT# 2515	IF	тν	2006	127944	0
147	LOT# 2515	PO	COP	2007	131399	0
147	LOT# 2515	FA	FAX	2011	146294	0
148	LOT# 2516	IF	TV	2005	126384	0

148	LOT# 2516	IF	Т٧	2005	126396	0
148	LOT# 2516	IF	ΤV	2006	127940	0
148	LOT# 2516	IF	тν	2006	130922	0
149	N/A	N/A	N/A	N/A	N/A	N/A
150	LOT# 2517	PO	тν	1990	84399	0
150	LOT# 2517	PO	FAX	2003	119746	0
151	N/A	N/A	N/A	N/A	N/A	N/A
152	LOT# 2518	PO	TVC	1998	95744	0
152	LOT# 2518	PO	TVC	2001	104063	0
152	LOT# 2518	PO	TVC	2002	108964	0
152	LOT# 2518	PO	TV	2005	127287	0
152	LOT# 2518	PO	TV	2006	127626	0
153	LOT# 2519	FA	тν	1996	79026	0
153	LOT# 2519	PO	COP	2004	126925	0
154	LOT# 2520	PO	FAX	2000	99595	0
154	LOT# 2520	PO	OGH	2003	106821	0
155	N/A	N/A	N/A	N/A	N/A	N/A
156	LOT# 2521	PO	Т٧	1995	99521	0
157	N/A	N/A	N/A	N/A	N/A	N/A
158	LOT# 2522	OJ	CAM	1985	51518	0
158	LOT# 2522	PO	RRE	1996	87890	0
159	N/A	N/A	N/A	N/A	N/A	N/A
160	N/A	N/A		N/A	N/A	N/A
161	LOT# 2523	OJ	OGH	1989	80889	0
162	N/A	N/A	N/A	N/A	N/A	N/A
163	LOT# 2524	FA	COP	1998	94248	0
163	LOT# 2524	PO	DMS	2000	95097	0
163	LOT# 2524	PO	CAM	2000	101984	0
163	LOT# 2524	IF	TV	2005	126376	0
163	LOT# 2524	PO	PRT	2006	130200	0
164	N/A	N/A	N/A	N/A	N/A	N/A
165	N/A	N/A	N/A	N/A	N/A	N/A
166	LOT# 2525	PO	DMS	2000	104131	0
167	LOT# 2526	PO	TVC	2000	101450	0
167	LOT# 2526	FA	TV	1998	101475	0
167	LOT# 2526	PO	TVC	2007	131475	0
168	LOT# 2527	PO	COP	2003	120912	0
169	LOT# 2528	PO	OFE	2006	13110	0
169	LOT# 2528	PO	OFE	2007	13129	0
169	LOT# 2528	PO	OFE	2007	13133	0
169	LOT# 2528	PO	OFE	2007	13137	0
169	LOT# 2528	PO	OFE	2007	13139	0
169	LOT# 2528	PO	OFE	2008	13221	0
169	LOT# 2528	PO	OFE	2003	119748	0
169	LOT# 2528	IF	TV	2003	130849	0
170	N/A	N/A	N/A	N/A	N/A	N/A
170	N/A	N/A	N/A	N/A	N/A	N/A
172	N/A	N/A	N/A	N/A	N/A	N/A
172	N/A	N/A	N/A	N/A	N/A	N/A
173	N/A N/A	N/A		N/A	N/A	N/A
174	N/A N/A	N/A	N/A	N/A	N/A N/A	N/A
175	IN/A	IN/A	INA	IN/A		N/A

176	N/A	N/A	N/A	N/A	N/A	N/A
177	N/A	N/A	N/A	N/A	N/A	N/A
178	N/A	N/A	N/A	N/A	N/A	N/A
179	N/A	N/A	N/A	N/A	N/A	N/A
180	N/A	N/A	N/A	N/A	N/A	N/A
181	N/A	N/A	N/A	N/A	N/A	N/A
182	N/A	N/A		N/A	N/A	N/A
183	N/A	N/A		N/A	N/A	N/A
184	N/A N/A	N/A	N/A	N/A	N/A	N/A
	N/A N/A		N/A	N/A	N/A N/A	N/A
185		N/A				
186	N/A	N/A	N/A	N/A	N/A	N/A
187	N/A	N/A	N/A	N/A	N/A	N/A
188	N/A	N/A	N/A	N/A	N/A	N/A
189	N/A	N/A	N/A	N/A	N/A	N/A
190	N/A	N/A	N/A	N/A	N/A	N/A
191	N/A	N/A	N/A	N/A	N/A	N/A
192	N/A	N/A	N/A	N/A	N/A	N/A
193	N/A	N/A	N/A	N/A	N/A	N/A
194	N/A	N/A	N/A	N/A	N/A	N/A
195	N/A	N/A	N/A	N/A	N/A	N/A
196	N/A	N/A	N/A	N/A	N/A	N/A
197	N/A	N/A	N/A	N/A	N/A	N/A
198	N/A	N/A	N/A	N/A	N/A	N/A
199	N/A	N/A	N/A	N/A	N/A	N/A
200	LOT# 2529	PO	OCE	1988	90247	0
201	N/A	N/A	N/A	N/A	N/A	N/A
202	N/A	N/A	N/A	N/A	N/A	N/A
203	N/A	N/A	N/A	N/A	N/A	N/A
204	N/A	N/A	N/A	N/A	N/A	N/A
205	N/A	N/A	N/A	N/A	N/A	N/A
1	2530	PO	ABE	1996	80316	0
2	N/A	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A	N/A	N/A
7	2531	PO	OGH	2006	129041	0
7	2531	PO	OGH	2006	130370	0
8	2532	OJ	OGH	1985	57005	0
9	2533	OJ	OGH	1990	60730	0
10	2534	PO	COP	2001	102551	0
10	2534	PO	COP	2001	102765	0
10	2534	PO	COP	2001	102769	0
10	2534	PO	COP	2001	102772	0
10	2534	PO	COP	2001	102773	0
10	2534	PO	COP	2001	102774	0
10	2534	PO	COP	2001	102781	0
10	2534	PO	COP	2001	102782	0
10	2534	PO	COP	2001	105356	0
10	2534	PO	COP	2002	105367	0
10	2534	PO	COP	2002	105368	10
10	2334		UUF	2002	103300	10

10	2534	PO	COP	2002	105369	0
10	2534	PO	COP	2002	105377	0
10	2534	PO	COP	2002	105390	0
10	2534	PO	LPT	2003	111128	0
10	2534	PO	LPT	2003	111130	0
10	2534	PO	LPT	2003	111137	0
10	2534	PO	LPT	2003	111145	0
10	2534	PO	LPT	2003	111155	0
10	2534	PO	LPT	2003	111156	0
	2534	PO	LPT	2003	111158	0
10	2534	PO	LPT	2003	111162	0
10	2534	PO	LPT	2003	111164	0
10	2534	PO	LPT	2003	111165	0
10	2534	PO	LPT	2003	111166	0
10	2534	PO	LPT	2003	111168	0
10	2534	PO	LPT	2003	111170	0
10	2534	FA	LPT	2009	130333	0
11	2535	PO	KIE	2005	11808	0
12	N/A	N/A	N/A	N/A	N/A	N/A
13	2536	FF	LEF	1998	95036	0
14	N/A	N/A	N/A	N/A	N/A	N/A
15	2537	PO	OGH	2006	130371	0
15	2537	PO	OGH	2006	130372	0

DESCRIPTION	SERIAL	COST
	N1/A	
(4) SECTIONS OF LAMINATE COUNTERTOP	N/A	N/A
CAR STEREOS	N/A	N/A
(2) footbaths	N/A	N/A
MOVIES TO GO UNIT FOR VEHICLES	N/A	N/A
DEWALT BENCH GRINDER	200223	\$0.00
OVERHEAD PROJECTOR	N/A	N/A
CAMERA, YASHICA MICRO TEC W/70MM ZOOM	381998	\$0.00
VISOR DELUXE 1001E	ADAEB04428829	\$0.00
VISOR DELUXE 1001E	ADAEB04429861	\$0.00
VISOR DELUXE 1001E	ADAEB04429827	\$0.00
VISOR DELUXE 1001E	ADAEB04420315	\$0.00
CAMERA, CANON POWERSHOT A460 DIGITAL	4126008073	\$0.00
CAMERAS, CANON A580 DIGITAL CAMERA	6222027456	\$0.00
CANNON SCANNER(EVIDENCE)	N/A	N/A
TRUCK BED COVER	N/A	N/A
TRUCK BED COVER	N/A	N/A
(2) SAMSUNG RECORDERS	N/A	N/A
(2) CAR STEREOS	N/A	N/A
52" SAMSUNG BIG SCREEN TV	N/A	N/A
ANTIQUE REMINGTON RAND TYPEWRITER	N/A	N/A
ALCO-SENSOR III ALCOHOL TESTING MACHINE	1213161	\$0.00
WASHBURN GUITAR	N/A	N/A
CAMERA/VIDEO, CAMCORDER	621430583	\$0.00
ECHO CHAINSAW	52487	\$0.00
14" CHAINSAW, STIHL	263823158	\$0.00
CHAINSAWS, POULAN 16"	95347H02404	\$0.00
BLOWER, ECHO	5191248	\$0.00
BLOWER, ECHO	5185571	\$0.00
(2) BOXES WIRE CLIPS	N/A	N/A
(2) BOXES FLASHLIGHTS	N/A	N/A
PORTABLE AIR COMPRESSOR, CRAFTSMAN #9-15294	9602281965	\$0.00
(6) METAL LOCKERS	N/A	N/A
VAN SEAT	N/A	N/A
GUN CABINET	N/A	N/A
PALLET OFFICE SUPPLIES	N/A	N/A
BOX OF OLD HELMETS	N/A	N/A
WOOD BOX	N/A	N/A
WEEDEATER, 26CC TRIMMER, ECHO	6010352	\$0.00
WEEDEATER, 26CC TRIMMER, ECHO	6018372	\$0.00
MYTANA MAXI ROOTER W/ 3/4" X 100' CABLE	7690	\$0.00
WEEDEATER, SHINDOWA T-270	40456	\$0.00
TRIMMER, ECHO	5325738	\$0.00
TRIMMER, ECHO	5325713	\$0.00
ECHO WEED EATER	6023209	\$0.00
PRESSURE WASHER, 1500 PSI HYDRO-QUICK	N/A	\$0.00
COUNTER W/SINK	N/A N/A	\$0.00 N/A
GARDEN TOOLS	N/A	N/A
	N/A	N/A
25" TELEVISION RECEIVER WITH REMOTE	60242830	\$0.00

19" TELEVISION, TOSHIBA	BCB203108453	\$0.00
(2) BOOKSHELVES	N/A	φ0.00 N/A
HUSKY AIR COMPRESSOR	N/A	N/A
PRESSURE WASHER, PORTER CABLE	2551492392	\$0.00
JOHN DEERE 21" MOWER	GXJS60H12493	\$0.00
BALL FIELD CHAULK LINING MACHINE	N/A	\$0.00 N/A
GENERATOR, POWER, HONDA	EZCR1021362	\$0.00
PORTABLE AIR COMPESSOR,	L2329810148	\$0.00
PALLETT JACK	30356	\$0.00
DELTA SAW	8812697031	\$0.00
FLOOR FAN	N/A	\$0.00 N/A
ATIVA SHREDDER DXC160C/CROSS CUT	SX6071600033	\$0.00
DSR CHARGER	MS0848	\$0.00
POWER WASHER,LANDA 2000 PSI 3.6GPM PDE4-20021A	PD6963248	\$0.00
CLARK FLOOR FAN	N/A	- 
SNAPPER LAWNMOWER 6 HP, 21" 21" PUSH MOWER, SNAPPER	11526613	\$0.00 \$0.00
MOWER, PUSH 21", SNAPPER	2000610145 2013303725	\$0.00
· · ·		-
SYMBOL LASER SCANNER 1806, INCLUDING PS2 MIN DIN SCANNER, FUJITSU M4097D DUPLEX 50 PPM	P228377	\$0.00
,	11091	\$0.00
SMART UPS, APC 1005	RPU814231874037A4202	\$0.00
	8ZD63024E	\$0.00
	65037911	\$0.00
IOMEGA PARALLEL PORT ZIP DRIVE PART#10012IOMEGA	PRDJ09AOCF	\$0.00
3RIVE, ZIP; 100MB USB W/O CART. WITH POWER SUPPLY;	PSAW45F88A	\$0.00
DRIVE, CD-REWRITER; PORTABLE; USES STANDARD PC	21916995	\$0.00
MODEM, ZOOM 56K EXT #362-959 MOD#2949-00-00L-PC	2881Z29480002L0116	\$0.00
D-LINK UNMANAGED 8 PORT 10/100/100BASE-T SWITCH	DRLB14000982	\$0.00
160GB EXTERNAL HARD DRIVE - USB 2.0	A0486953	\$0.00
PRINT SERVER, JET DIRECT	SG04752591	\$0.00
OKIDATA 5650 FAX MACHINE	AE6C023045A0	\$0.00
TELEVISION/VCR COMBO 20", GOLDSTAR	XC60100307	\$0.00
(29) STACKABLE CHAIRS	N/A	N/A
PALLET TRASH CONTAINERS	N/A	N/A
PALLET MISC ELECTRIC PARTS	N/A	N/A
PALLET PVC PARTS	N/A	N/A
WOOD SHELVES, CABINET DOORS	N/A	N/A
PALLET VENT PARTS	N/A	N/A
PALLET VENT PARTS	N/A	N/A
PALLET MISC METAL PARTS	N/A	N/A
PALLET MISC METAL PARTS	N/A	N/A
BAND SAW & DENTAL CLEANER	N/A	N/A
PALLET OF COPPER WIRE	N/A	N/A
PALLET OF A/C UNITS	N/A	N/A
PALLET OF CABINETS	N/A	N/A
STORAGE RACK	N/A	N/A
OUTREACH BIKE	N/A	N/A
ROADMASTER BIKE	N/A	N/A
TREK MOUNTAIN BIKE 220	N/A	N/A
KOBRA RAZOR BIKE	N/A	N/A
MONGOOSE BIKE	N/A	N/A

TRAILER TIRE & RIM	N/A	N/A
BOX OF DIGITAL CAMERAS	N/A	N/A
BOX OF KNIVES & SCISSORS	N/A	N/A
CMPQ IPAQ 3135 POCKET PC	4G13DY91M1ET	\$0.00
PALM PILOT VX	50GK12B17166	\$0.00
PALM VX	N/A	\$0.00
PALM MODEM	A0C11B4973PC	\$0.00
KUSTOM HR-12 RADAR GUN	NONE	\$0.00
KUSTOM HR-12 RADAR GUN	NEED	\$0.00
ROW OF CIRCULAR SAWS	N/A	N/A
CORDLESS DRILL, HEAVY DUTY DEWALT	2947	\$0.00
DEWALT 18V HAMMER DRILL	62262	\$0.00
DRILLS & SAWS	N/A	N/A
DRILLS	N/A	N/A
GAS CANS & BIKE PARTS	N/A	N/A
FAX MACHINE, HP1010-PLAIN PAPER, BLACK & WHITE	CN445A12MV	\$0.00
5000 LB. WINCHES/MOUNTING	NONE	\$0.00
CISCO ROUTER AS3640	JMX0635L5NH	\$0.00
TV/VCR, PANASONIC 13"	A8AA30782	\$0.00
CISCO ROUTER 1751-V	JMX0631J1P6	\$0.00
SMART UPS, APC	WS0040010143	\$0.00
SMART UPS, APC	WS0040010143	\$0.00
POWER SUPPLY, CISCO	ACT08280049	\$0.00
POWER SUPPLY, CISCO	ACT082800LT	\$0.00
POWER SUPPLY, CISCO	ACT082800XB	\$0.00
COLLECTOR, DUST, W/POLISHUNIT, DENTAL HANDLER #60C	22400	\$0.00
TELEVISION, 20" W/A/V JACKS, EMERSON	V101512304	\$0.00
FAX MACHINE, OKI FAX 5650	AE61020676A0	\$0.00
PANASONIC, VCR/13 INCH COLOR RECEIVER	I1AA31761	\$0.00
LOT OF CABINETS	N/A	N/A
TV, RCA	236396687	\$0.00
MOUNTED RADAR GUNS, BEE	BEE2420011367	\$0.00
TYPEWRITER, PANASONIC KX-E7000	0GM3ZA41121	\$0.00
CAM-CORDER MAGNAVOX	A1WA10255	\$0.00
CANON TYPERWRITER, MODEL AP9017	82300329	\$0.00
PANAFAX UF-780 HIGH PERFORMANCE LASER FAX	HCP36700457	\$0.00
HEWLETT-PACKARD PSC1350 FLATBED COLOR ALL IN ONE	MY39JBH35Q	\$0.00
TYPEWRITER, ELEC, STANDARD BROTHER ML100	E4E876092	\$0.00
TYPEWRITER,PRO,EM-530,BROTHER	C68533488	\$0.00
DVD PLAYER, MAGNOVOX	KX1A0404236408	\$0.00
19" RCA TV	721417067	\$0.00
840-66-20100-9 COMBINATION VCR/20 " TV PANASONIC	D2AA23809	\$0.00
TYPEWRITER, MDL: KXE3008, PANASONIC	8HM22810416	\$0.00
DEV-VC 10 COLOR MONITOR	6004492	\$0.00
SHREDDER,18SHT,STRIPCUT, PRIVACY GUARD	N/A	\$0.00
SHREDDER,XCUT,18SHT,ATIVA	AX6121800628	\$0.00
PALLET MISC CAR PARTS	N/A	N/A
BOOKCASE	N/A	N/A
BOOKCASE	N/A	N/A
BOOKCASE	N/A	N/A
CLOTH BASKET	N/A	N/A

PROJECTOR, OVERHEAD, DUKANE	1821453	\$0.00
AED FORERUNNER ENHANCED (ECG) DISPLAY	28339	\$0.00
HP CDRW DRIVE	SG130U5V74	\$0.00
PALLET OFFICE SUPPLIES	N/A	₩/A
DRINKING FOUNTAINS	N/A	N/A
WEIGHT BENCH	N/A	N/A
METAL BAR RACK	N/A	N/A
(2) METAL FRAMES FOR WEIGHTS	N/A	N/A
WEIGHT BENCH	N/A	N/A
WEIGHT BENCH	N/A	N/A
STAND FOR WEIGHTS & BARS	N/A	N/A
WEIGHT BENCH	N/A	N/A
WEIGHT BENCH	N/A	N/A
WEIGHT BENCH	N/A	N/A
MAGNAVOX TV	40324409	\$0.00
CAMERA: POLAROID CLOSE UP STAND	NONE	\$0.00
BROTHER INTILLIFAX 4750, 600-22-05150-6	U60283D8J800016	\$0.00
PORTABLE STRETCHERS	N/A	N/A
OLD A/C UNIT	N/A	N/A
CLOTH PANELS	N/A	N/A
MONGOOSE BIKE	N/A	N/A
INVADE BIKE	N/A	N/A
NEXT INTRUDER BIKE	N/A	N/A
FAX MACHINE, BROTHER INTELLIFAX 2800	U56577D4J456856	\$0.00
FAX MACHINE, BROTHER INTELLIFAX 2920 LASER FAX	K6J143445	\$0.00
MURATEC FAX MACHINE, MODEL F-520	DA737390029023	\$0.00
PANASONIC KX-FHD31 FAX/COPIER	3ECWA128560	\$0.00
I/O MAGIC EXTERNAL USB 2.0 8X DVD/RW DUAL FORMAT	3127251	\$0.00
PANASONIC PLAIN PAPER FAX MACHINE	ZICBA040883	\$0.00
SCANNER, FUJITSU M4097	522613	\$0.00
PALLET OFFICE SUPPLIES	N/A	N/A
(2) MINI FRIDGES	N/A	N/A
(3) ELECTRICAL PANELS	N/A	N/A
PÁLLET OFFICE SUPPLIES	N/A	N/A
FACSIMILE TRANSCIEVER, MURATEC F-150	6*OLP	\$0.00
HP SCANNER 4400 CSE, PG 887	CN1ATAC0W7	\$0.00
A/C,WINDOW UNIT, EMERSON	DE411670	\$0.00
AIR CONDITIONER, FRIDGEDAIRE	ISY86553	\$0.00
WORK STATION	N/A	N/A
SOAK TANK/PARTS WASHER	B98	\$0.00
PLASTIC STACKING CHAIRS	N/A	N/A
PLASTIC CHAIR & MATCHING FOOTSTOOL	N/A	N/A
19" TELEVISION, TOSHIBA	BC301015719A	\$0.00
HP SCAN JET 5590 SCANNER	US725TR0WD	\$0.00
		\$0.00
HP FAX MACHINE HP1240, ITEM 536-416	MY01EE2096	<b>\$0.00</b>

	<b>DO004047050</b>	<b>¢0.00</b>
19" TELEVISION, TOSHIBA	BC301047353	\$0.00
19" TELEVISION, TOSHIBA	BC301015733A	\$0.00
19" TELEVISION, TOSHIBA	BC308037311	\$0.00
(5) PLASTIC BODY TOTES	N/A	N/A
	TX0954592	\$0.00
FAX MACHINE, OKI DATA 5650 NIGP #60061391508	212A1014118	\$0.00
(2) OLD SINKS	N/A	N/A
COMBINATION VCR/13" COLOR, PANASONIC	A8AA30770	\$0.00
PANASONIC 20" TV W/4 HEAD VCR COMBO	F1AA25731	\$0.00
COMBINATION TV/VCR 20" QUASAR VV2002	G2AA21099	\$0.00
TV, TOSHIBA 13"	BC101096021A	\$0.00
SYLVANIA 6419TE 19" TV	V33520108	\$0.00
TV, SONY	8180159	\$0.00
FUJITSU SCANNER 4097D	603131	\$0.00
CANON L9000 LASER FACSIMILE W/H	UYS10350	\$0.00
VACCUM, WET/DRY, DAYTON	N/A	\$0.00
PALLET OF MISC OLD SHREDDERS	N/A	N/A
MONITOR, PHILLIPS	9080801	\$0.00
INMATE RADIOS & PHONE RACK	N/A	N/A
DUKANE READER W/MOTORIZED ROLL FILM ATTACHMENT &	1243443	\$0.00
DUKANE 4A1480/INTERCOM CONTROL PANEL	SEE REMARKS	\$0.00
DETECTO SCALE	N/A	N/A
MEILINK SAFE	N/A	N/A
CARPET CLEANER, WINDSOR, MDL: ADM	74386	\$0.00
FOOSBALL TABLE	N/A	N/A
COM PORT NETELLIGENT	X622BDT10083	\$0.00
AED FORERUNNER ENHANCED (ECG) DISPLAY	28338	\$0.00
POLOROID, SPECTRA LAW ENFORCEMENT KIT	HAQJR2KDVDNB	\$0.00
19" TV, TOSHIBA	BC301009493A	\$0.00
PRINTER, BROTHER MULTIFUNCTIONAL	U61036C6J657203	\$0.00
PALLET MOP BUCKETS	N/A	N/A
PALLET MISC TONERS	N/A	N/A
REFRIGERATOR, PHARMACY SINGLE DOOR ITEM 44	17290	\$0.00
TV/VCR COMBO, DAEWOO 13" INCH	GT9ZDB1244	\$0.00
TV, ZENITH 20"	82123060300	\$0.00
TV-SYLVANIA, 27"CRT TV/VCR/DVD, PART NO	N/A	\$0.00
SCANNER, PERFECTION 1640SU EPSON	15597	\$0.00
ATIVA DX180D STRIP-CUT SHREDDER	N/A	\$0.00
SHREDDER, ATIVA DQ80M	N/A	\$0.00
SHREDDER, FELLOWES PS-60	N/A	\$0.00
SHREDDER, FELLOWES PS-60	N/A	\$0.00
SHREDDER, FELLOWES PS-60	N/A	\$0.00
SHREDDER, FELLOWES P5-60	N/A	\$0.00
SHREDDER, POWERSHRED, 220CC FELLOWES	220C2030119E10000711	\$0.00
19" TELEVISION, TOSHIBA	BCB203103402	\$0.00
8 WHEELCHAIRS	N/A	- γ0.00 N/A
WOOD BOOKCASE	N/A N/A	N/A
METAL STAND	N/A N/A	N/A
DOORS,COUNTERTOP, PLYWOOD	N/A	N/A
4 DESKS& 2 BOOKCASES	N/A	N/A
5 BOOKCASES	N/A	N/A

4 TABLES	N/A	N/A
5 TABLES	N/A	N/A
5 DESKS	N/A	N/A
5 DESKS	N/A	N/A
5 CABINETS	N/A	N/A
6 TABLES	N/A	N/A
5 CABINETS	N/A	N/A
5 DESKS	N/A	N/A
10 OLD BOOKCASES	N/A	N/A
6 METAL BUNK BEDS	N/A	N/A
PALLET OF WOOD PIECES	N/A	N/A
PALLET OF WOOD KNEE STOOLS W/FABRIC	N/A	N/A
PALLET OF WOOD BACKBOARDS	N/A	N/A
WOOD BENCH	N/A	N/A
WOOD BENCH	N/A	N/A
WOOD BENCH	N/A	N/A
TABLES & DESKS	N/A	N/A
(40) OLD PLASTIC STACKING CHAIRS	N/A	N/A
(150) OLD STAINED ,BROKEN OFFICE CHAIRS	N/A	N/A
BOX OF JEWELRY	N/A	N/A
BOX OF JEWELRY	N/A	N/A
BOX OF JEWELRY	N/A	N/A
BOX OF JEWELRY	N/A	N/A
BOX OF JEWELRY	N/A	N/A
COLD WATER WASHER, LANDA	225213	\$0.00
ROUND RECEPTIONIST DESK	N/A	N/A
(60) PEDESTAL CHAIRS	N/A	N/A
ROLL OF YELLOW TUBING	N/A	N/A
PALLET CEMENT BLOCKS	N/A	N/A
PALLET CEMENT BLOCKS	N/A	N/A
HAND BRAKE, TENNSMITH	15554	\$0.00
10 MISC LIGHT BARS	N/A	N/A
14 LIGHT BARS	N/A	N/A
LEGION TILTING SKILLET	N/A	N/A
	N/A	N/A
LEGION TILTING SKILLET	N/A	N/A
SKILL DRILL MODEL 170 DRILL/BREAKER	N/A	\$0.00
SKILLDRILL MODEL 170 DRILL/BREAKER	N/A	\$0.00
B&D 1/2 H.P. ROUTER	1432101645	\$0.00
COMPRESS,AIR MDL CURTIS	2076060	\$0.00
DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009458	\$0.00
DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009458	\$0.00
DOCKING STATION, PANASONIC DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009487	\$0.00
	P27-009481	\$0.00
DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009484	\$0.00
DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009482	\$0.00
DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009492	\$0.00
DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009491	\$0.00
	P27010877	\$0.00
	P27010921	\$0.00
DOCKING STATION, PANASONIC	P27010918	\$0.00

DOCKING STATION, PANASONIC	P27010920	\$0.00
DOCKING STATION, PANASONIC	P27010909	\$0.00
DOCKING STATION, PANASONIC	P27010893	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005981	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005978	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005949	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005975	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005954	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005946	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005960	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005957	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005959	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005958	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005944	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005969	\$0.00
DOCKING STATION FOR PANA-SONIC CF28 DSPDSCF27IPS	P28B005970	\$0.00
PANASONIC CF-29 DOCKING STATION	P29B005397	\$0.00
THREE DOOR FREEZER, TRUE	1611919	\$0.00
AIR CRAFT ANALYZER & TAB ADJUSTING SYSTEM	N/A	N/A
HANHELD THERMAL IMAGER, ATE	25000057	#####
10 LIGHT BARS	N/A	N/A
SKILLDRILL MODEL 170 DRILL/BREAKER	N/A	\$0.00
SKILLDRILL MODEL 170 DRILL/BREAKER	N/A	\$0.00

								T	
INS.	DEPT	DIV	P.O.	ASSET	LOC	STA	ACCT		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$118.00	15	10	245301	61750	TCAUC1	Α	8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$119.00	15	10	198965	51574	TCAUC1	Α	8013		
\$99.99	15	10	223584	60001	TCAUC1	Α	8001		
\$99.99	15	10	223584	60003	TCAUC1	Α	8001		
\$99.99	15	10	223584	60009	TCAUC1	Α	8001		
\$99.99	15	10	223584	60010	TCAUC1	Α	8001		
\$135.00	15	10	356617	81484	TCAUC1	Α	8013		
\$127.00	15	10	388108	86690	TCAUC1	A	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$498.00	15	10	316924	75338	TCAUC1	A	8055		
\$498.00 N/A	N/A	N/A	N/A	73336 N/A	TCAUC1	N/A	N/A		
\$956.00	15	10	C04116	37799	TCAUC1	A	8013		
			C04110						
\$234.00	15	10	207542	98722	TCAUC1	A	8043		
\$191.00	15 15	10 10	297513	75773	TCAUC1	A	8043 8043		
\$194.00			101739	36226	TCAUC1	A			
\$159.00	15	10	277824	70410	TCAUC1	A	8043		
\$159.00	15	10	277824	70409	TCAUC1	A	8043		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$269.00	15	10	108342	36998	TCAUC1	Α	8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$242.00	15	10	325960	77333	TCAUC1	Α	8043		
\$242.00	15	10	325960	77332	TCAUC1	Α	8043		
\$1,820.85	15	10	189023	53846	TCAUC1	A	8015		
\$312.00	15	10		40762	TCAUC1	Α	8043		
\$199.00	15	10	281466	70948	TCAUC1	A	8043		
\$199.00	15	10	281466	70947	TCAUC1	Α	8043		
\$287.00	15	10		93267	TCAUC1	Α	8043		
\$209.56	15	10	377401	84383	TCAUC1	Α	8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$241.67	15	10	215052	54038	TCAUC1	Α	8013		

						_		1	1
\$109.00	15	10		82647	TCAUC1	Α	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$461.99	15	10	331797	78174	TCAUC1	Α	8015		
\$399.00	15	10	272925	69285	TCAUC1	Α	8043		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$1,099.00	15	10	39465	26188	TCAUC1	Α	8012		
\$270.00	15	10	141236	44151	TCAUC1	Α	8015		
\$454.00	15	10		38662	TCAUC1	Α	8015		
\$0.00	49	45		98723	TCAUC1	Α	8043		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$714.45	15	10	345624	81495	TCAUC1	Α	8001		
\$254.25	15	10	436505	94611	TCAUC1	Α	8015		
\$1,249.50	15	10	108754	37564	TCAUC1	Α	8031		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$284.00	15	10	208161	52960	TCAUC1	A	8043		
\$305.10	15	10	378785	84091	TCAUC1	Ā	8043		
\$441.00	15	10	432209	94016	TCAUC1	A	8043		
\$213.00	15	10	432203	48855	TCAUC1	A	80043		
\$4,298.00	15	10	215309	54613	TCAUC1	A	8001		
\$0.00	15	10	263730	67534	TCAUC1	A	8001		
\$0.00 \$270.00	15	10	259358	66962	TCAUC1	A	8001		-
· · ·	15		209000						
\$0.00		10	4 40007	94616	TCAUC1	A	8001		
\$139.00	15	10	142607	45208	TCAUC1	A	8001		
\$120.00	15	10	178294	48970	TCAUC1	A	8001		
\$169.00	15	10	214765	53304	TCAUC1	A	8001		
\$94.99	38	10	198341	55852	TCAUC1	A	8001		
\$101.00	15	10	295649	72876	TCAUC1	Α	8001		
\$137.90	15	10	302421	73202	TCAUC1	Α	8001		
\$237.03	15	10	310898	75869	TCAUC1	Α	8001		
\$0.00	15	10		81573	TCAUC1	Α	8013		
\$335.00	15	10	124237	41122	TCAUC1	Α	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		1
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
i VA								1	<u>I</u>

					I			1	1
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$199.99	15	10	214631	53683	TCAUC1	Α	8001		
\$379.99	15	10	208673	54482	TCAUC1	Α	8001		
\$379.99	15	10	197844	54481	TCAUC1	Α	8001		
\$161.49	15	10	204086	54483	TCAUC1	Α	8001		
\$0.00	15	10		98727	TCAUC1	Α	8055		
\$0.00	15	10		98728	TCAUC1	Α	8055		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$237.00	15	10	136806	45438	TCAUC1	Α	8015		
\$289.75	15	10	244913	61744	TCAUC1	Α	8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$129.99	15	10	285944	72048	TCAUC1	Α	8013		
\$1,003.00	15	10	65489	33843	TCAUC1	Α	8021		
\$1,565.61	15	10	236571	60936	TCAUC1	Α	8001		
\$246.00	15	10	148730	45794	TCAUC1	Α	8013		
\$1,565.61	15	10	236570	60931	TCAUC1	A	8001		
\$0.00	12	50	193787	66269	TCAUC1	A	8001		
\$0.00	12	50	193787	66269	TCAUC1	Α	8001		
\$135.00	15	10	288087	71012	TCAUC1	A	8001		
\$135.00	15	10	288087	71013	TCAUC1	A	8001		
\$135.00	15	10	288087	71016	TCAUC1	A	8001		
\$1,259.00	15	10	184157	53465	TCAUC1	A	8051		
\$140.00	15	10	305254	73672	TCAUC1	A	8013		
\$550.00	15	10	354399	81645	TCAUC1	A	8013		
\$78.35	15	10	222355	55901	TCAUC1	A	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$400.00	15	10	11/7	30500	TCAUC1	A	8013		
\$100.00	15	10	227356	56939	TCAUC1	A	8055		
\$0.00	15	10	221330	78673	TCAUC1	A	8001		
\$300.00	31	1		30505	TCAUC1	A	8013		
\$260.00	<u> </u>	10	150823	45629	TCAUC1	A	8001		
\$280.00 \$949.00	15	10	271403	43029 68898	TCAUC1	A	8013		
\$949.00 \$148.54	15	10	280894	71138	TCAUC1	A	8001		
\$148.54	15	10	291873	72544	TCAUC1	A	8001		
\$335.29	15	10	338667	72544	TCAUC1	A	8001		
\$335.29	15	10	C1229	79705	TCAUC1		8015		
\$150.00			61229	96049		A ^			
	<u>15</u> 15	10	220020		TCAUC1	A ^	8055		
\$241.00 \$480.00		10	230838	57631	TCAUC1	A	8013		
\$489.00	15	10	400405	24415	TCAUC1	A	8001		
\$215.00	15	10	189105	56095	TCAUC1	A	8001		
\$54.99	15	10	297373	73826	TCAUC1	A	8001		
\$439.45	15	10	366524	83182	TCAUC1	A	8001		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		

¢640.00	45	10	70772	40776	TCAUC1	•	9001		
\$640.00	15	10	70772			A	8001		
\$2,570.00	15	10	178406	48938	TCAUC1	A	8051		
\$195.00	15	10	214164	54474	TCAUC1	A	8001		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$0.00	15	10		98627	TCAUC1	Α	8013		
\$120.00	15	10	163983	48388	TCAUC1	Α	8013		
\$553.74	15	10	398701	88549	TCAUC1	Α	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$199.94	15	10	286964	75134	TCAUC1	Α	8013		
\$292.94	15	10	366412	83301	TCAUC1	A	8013		
\$955.00	15	10	320316	77245	TCAUC1	A	8013		
\$89.95	15	10	272610	69200	TCAUC1	A	8013		
\$199.00	8	10	282985	71436	TCAUC1	A	8001		
\$179.95	15	10	253043	63523	TCAUC1	A	8013		
\$0.00	15	10	248526	66210	TCAUC1	Ā	8001		
\$0.00 N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
		N/A				N/A	N/A		
N/A	N/A 15	N/A	N/A	N/A 52632	TCAUC1 TCAUC1				
\$1,275.00 \$142.49	15	10	204681 222078	52632	TCAUC1	A A	8013 8001		
\$142.49 \$524.00	15	10	222010	55254 25374	TCAUC1	A	8001		
\$524.00 \$562.50	15	10		25374 15948	TCAUC1	A	8015		
		N/A	NI/A	15946 N/A		A N/A	N/A		
N/A	N/A		N/A		TCAUC1				
\$518.93	15 N/A	10 N/A	135332	45136	TCAUC1		8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A	+	
\$109.00	15	10	074000	78505	TCAUC1	A	8013		
\$415.80	15	10	371386	83878	TCAUC1	A	8001		
\$0.00	15	10		98724	TCAUC1	A	8013		
\$109.00	15	10		76138	TCAUC1	Α	8013		

·					1			T	r
\$109.00	15	10		76150	TCAUC1	Α	8013		
\$109.00	15	10		78511	TCAUC1	Α	8013		
\$109.00	15	10		79721	TCAUC1	Α	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$221.00	15	10	7156	554	TCAUC1	Α	8013		
\$550.00	15	10	255211	65872	TCAUC1	Α	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$246.00	15	10	149116	45702	TCAUC1	Α	8013		
\$299.99	15	10	211144	53392	TCAUC1	Α	8013		
\$200.00	15	10	237887	60355	TCAUC1	Α	8013		
\$116.00	15	10	316021	75649	TCAUC1	Α	8013		
\$95.20	15	10	340905	80144	TCAUC1	Α	8013		
\$378.00	15	10		34412	TCAUC1	Α	8013		
\$3,500.00	15	10	294263	74727	TCAUC1	Α	8001		
\$2,311.00	15	10	178799	49338	TCAUC1	Α	8013		
\$220.00	15	10	248353	62689	TCAUC1	Α	8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$160.00	15	10	76994	32967	TCAUC1	Α	8001		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$930.80	15	10		17608	TCAUC1	Α	8001		
\$2,030.70	15	10	96068	36419	TCAUC1	Α	8013		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$1,781.00	15	10		23954	TCAUC1	Α	8015		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$1,800.00	15	10		44933	TCAUC1	Α	8001		
\$2,570.00	15	10	178406	48941	TCAUC1	Α	8051		
\$129.00	15	10	197467	50878	TCAUC1	Α	8013		
\$109.00	15	10		75126	TCAUC1	Α	8013		
\$597.23	15	10	336902	79415	TCAUC1	Α	8001		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$2,999.00	15	10	186217	53490	TCAUC1	Α	8051		
\$161.00	15	10	196383	50697	TCAUC1	A	8013		
\$212.00	15	10		50553	TCAUC1	A	8013		
\$342.00	15	10	371213	86343	TCAUC1	A	8013		
\$362.00	15	10	265544	67674	TCAUC1	A	8001		
\$137.47	15	10	353717	80642	TCAUC1	A	8001		
\$30.91	15	10	360992	81669	TCAUC1	A	8001		
\$83.59	15	10	362100	82028	TCAUC1	A	8001		
\$83.59	15	10	362100	82032	TCAUC1	A	8001		
\$83.59	15	10	362100	82034	TCAUC1	A	8001		
\$95.95	15	10	386980	85739	TCAUC1	A	8001		
\$439.45	15	10	253976	65881	TCAUC1	A	8001		
\$0.00	15	10	200010	82642	TCAUC1	Ā	8013		
₩/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
11/A	IN/A	IN/A	IN/A	IN/A	IGAUGI	IN/A	IN/A		

T					1			1	<b>_</b>
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		1
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		<del> </del>
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		+
N/A N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
			N/A N/A			N/A	N/A		
N/A	N/A	N/A		N/A	TCAUC1				
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$1,301.00	15	10	N1/A	7849	TCAUC1	A	8099		1
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		+
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		+
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		+
N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A		
\$800.00	15	10	91459	35536	TCAUC3	Α	8022		
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		-
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		-
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		+
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		
\$4,000.00	15	10	340268	83866	TCAUC3	Α	8015		
\$4,000.00	15	10	340268	80587	TCAUC3	Α	8015		
\$5,061.97	15	10		16964	TCAUC3	Α	8015		
\$951.00	15	10		26019	TCAUC3	Α	8015		
\$907.00	15	10	203586	60840	TCAUC3	Α	8001		
\$907.00	37	25	203586	60848	TCAUC3	Α	8001		
\$907.00	15	10	203586	60856	TCAUC3	Α	8001		
\$907.00	15	10	203586	60862	TCAUC3	Α	8001		
\$907.00	15	10	203586	60864	TCAUC3	Α	0		
\$907.00	15	10	203586	60866	TCAUC3	Α	8001		
\$907.00	15	10	203586	60880	TCAUC3	Α	8001		
\$907.00	15	10	203586	60882	TCAUC3	Α	8001		
\$702.00	15	10	222518	56381	TCAUC3	Α	8001		
\$702.00	37	28	222518	56392	TCAUC3	Α	8001		
\$702.00	15	10	222518	56393	TCAUC3	Α	8001		T
,	-	-						 1	1

\$702.00	15	10	222518	56394	TCAUC3	Α	8001		
\$702.00	15	10	222518	56402	TCAUC3	Α	8001		
\$702.00	15	10	222518	56415	TCAUC3	Α	8001		
\$704.00	15	10	258278	67040	TCAUC3	Α	8001		
\$704.00	15	10	258278	67042	TCAUC3	Α	8001		
\$704.00	15	10	258278	67049	TCAUC3	Α	8001		
\$704.00	15	10	258278	67057	TCAUC3	Α	8001		
\$704.00	15	10	258278	67067	TCAUC3	Α	8001		
\$704.00	15	10	258278	67068	TCAUC3	Α	8001		
\$704.00	15	10	258728	67070	TCAUC3	Α	8001		
\$704.00	15	10	258278	67074	TCAUC3	Α	8001		
\$704.00	37	25	258278	67076	TCAUC3	Α	8001		
\$704.00	15	10	258278	67077	TCAUC3	Α	8001		
\$704.00	37	25	258278	67078	TCAUC3	Α	8001		
\$704.00	15	10	258278	67080	TCAUC3	Α	8001		
\$704.00	15	10	258278	67082	TCAUC3	Α	8001		
\$0.00	15	10		93723	TCAUC3	Α	8001		
\$1,100.00	15	10	300846	73830	TCAUC3	Α	8032		
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		
\$0.00	15	10		45825	TCAUC3	Α	8055		
N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A		
\$4,000.00	15	10	340268	80585	TCAUC3	Α	8015		
\$4,000.00	15	10	340268	80586	TCAUC3	Α	8015		

Item 22



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Jessica Sammons, Sheriff's Office, 854-9759 Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff Sponsors: Judge Biscoe

## AGENDA LANGUAGE:

Consider and take appropriate action on request to approve Interlocal Agreement with Texas Department of Transportation to allow for electronic filing of crash reports.

## BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

## **STAFF RECOMMENDATIONS:**

Enter Staff Recommendations here

## **ISSUES AND OPPORTUNITIES:**

Enter Issues and Opportunities here

## FISCAL IMPACT AND SOURCE OF FUNDING:

None

## **REQUIRED AUTHORIZATIONS:**

Sheriff's Office Purchasing County Attorney's Office County Judge's Office Commissioners Court Greg Hamilton Jim Connolly Cheryl Aker Cheryl Aker Completed Pending Pending Pending Pending 04/08/2011 8:46 AM



# Greg Hamilton, Travis County Sheriff **MEMORANDUM**

April 7, 2011

To: Honorable Sam Biscoe, County Judge Honorable Ron Davis, Precinct One Commissioner Honorable Sarah Eckhardt, Precinct Two Commissioner Honorable Karen Huber, Precinct Three Commissioner Honorable Margaret Gomez, Precinct Four Commissioner

From: Paul Knight, Captain

Reference: Interlocal Agreement with TxDOT for Electronic Collision Reports

In 2008, The Sheriff's Office agreed to assist the Texas Department of Transportation with the development and implementation of a new collision reporting system. The intention was to replace traditional paper reports with on-line forms and instantaneous submission. The current phase of the process involves integration testing and deployment of the application into pilot agency work-flow.

The Sheriff's Office believes that this new process will eventually be mandated for law enforcement agencies that are responsible for collision reporting to the State of Texas. We believed it best to participate in the development rather than just accept the final product. For us to continue, Travis County is required to sign an interlocal agreement which covers scope of services and general terms and conditions for use.

The Travis County Information Technology Department has been instrumental in the review of the documentation and in the preparation for the user/agency authentication component required from every government entity that uses or will eventually use the new system.

Contract No. \_\_\_\_\_

## Contract Services Transmittal Form Interlocal Agreement

TRF	Tony Small	512-486-5701
District / Division / Office & Number	D/D/O Contact	Contact Phone #
		\$0.00
Other Agency or University	Maximu	im Amount Payable
Purpose of Contract		
Access to Crash Reporting and Analysis for	or Safer Highways (CRAS	H) System
Are any federal funds used in this contract?		No
If yes, what kind of Federal Funds?		
Is the other party to this contract a county?		Νο
Was the standard Interlocal or amendment formation	t modified?	Νο
If modified, insert the date of Contract Services app	proval	Date:
Modifications made are as follows:		
Notes:		

§

Contract No.

#### THE STATE OF TEXAS

#### THE COUNTY OF TRAVIS §

#### INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

#### I CONTRACTING PARTIES:

 Texas Department of Transportation
 TxDOT

 Travis County, by and through the Travis County
 Local Government

II. PURPOSE: Access to the Crash Reporting and Analysis for Safer Highways (CRASH) System..

**III. STATEMENT OF SERVICES TO BE PERFORMED**: The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$0.00.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on September 1, 2015, or when otherwise terminated as provided in this Agreement.

#### VI. LEGAL AUTHORITY:

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated \_\_\_\_\_\_, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, General Terms and Conditions, and **Attachment C**, Resolution or Ordinance.

Travis County, by and through the Travis County Sheriff's Office

Greg Hamilton, Sheriff, Travis County

#### FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By

Date

Janice Mullenix Director, Contract Services Section

### ATTACHMENT A

#### Scope of Services

TxDOT will provide access to the Crash Reporting and Analysis for Safer Highways (CRASH) System and Search components for use by the Local Government. The CRASH component allows the Local Government to enter crash reports via encrypted secure sockets layer over the public internet; alleviating the need to submit paper crash reports.

TxDOT has purchased a site license from AT Solutions for Easy Street Draw software and will purchase the annual maintenance for this software for the life of this agreement.

For each crash report submitted to TxDOT via CRASH, TxDOT will make available to the Local Government the data associated with that crash in a Extensive Markup Language (XML) document format. The transport mechanism for the Local Government to receive the data will be secure file transfer protocol (SFTP). One month prior to the Local Government using CRASH, the Local Government will coordinate with TxDOT to ensure that it is able to receive the data.

TxDOT will provide a CRASH phased, rollout schedule for the Local Government. The TxDOT phased, rollout schedule will include the number of users allowed access CRASH and the date when user access will be available.

TxDOT will provide a CRASH training schedule for the Local Government. The TxDOT CRASH training schedule will include the Local Government name, date, time, location and number of users allowed for each training session available.

TxDOT will provide user management technical documentation to each Local Government accessing CRASH.

TxDOT will provide level 1 Help Desk support for CRASH users. The TxDOT help desk support will not include the following:

- Problems related to the Local Government network
- User ID and password issues, since the Local Government is responsible for user management

The Local Government shall:

- Provide proof that the Local Government has downloaded the Shibboleth open source or SAML 2 compliant user management software to comply with CRASH user management requirements.
- Provide the total number of users by rollout phase.
- Adhere to the TxDOT rollout phase schedule and help desk procedures.
- Attend TxDOT CRASH training per the TxDOT training schedule.
- Use AT Solutions Easy Street Draw (version four or higher) software to meet the diagramming tool requirement within CRASH.
- Submit crash reports via encrypted secure sockets layer over the public internet using the CRASH component.
- Provide the number of users allowed to access CRIS authorization for each CRASH user within one month prior to using CRASH in production.
- Provide proof the authorization has been tested and that TxDOT can authenticate the CRASH users.
- Review and accept the data sharing format approved by TxDOT.
- Use the Shibboleth user management software within one month prior to using CRASH in production.
- Download a new version of Shibboleth upon TxDOT notification to ensure that TxDOT and the Local Government are in sync from a Shibboleth software perspective.

## ATTACHMENT B

#### **General Terms and Conditions**

#### Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT Traffic Operations Division Attn: Section Director of Crash Records - 125 East 11 Street Austin, Texas 78701 in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

#### Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

#### Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

#### Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

#### Article 7. Funding (<u>NOT APPLICABLE</u>)

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

#### Article 8. Basis for Calculating Reimbursement Costs (NOT APPLICABLE)

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

#### Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

#### Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

#### Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### Article 12. Assignment Subcontracts (NOT APPLICABLE)

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

#### Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

#### Article 15. Records and Ownership

A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is

federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.

- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

#### Article 16. Reference to Costs Principles and Circulars (NOT APPLICABLE)

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles establish in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

#### Article 17. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

#### Article 18. Nondiscrimination

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation or the U.S. Department of Transportation, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.

- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

#### Article 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

#### Article 20. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Contract No.

#### ATTACHMENT C

#### Resolution

#### RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH TXDOT FOR PARTICIPATION BY SHERIFF'S OFFICE IN CRASH REPORTING AND ANALYSIS FOR SAFER HIGHWAYS (CRASH) SYSTEM

WHEREAS, the Travis County Commissioners Court finds it in the best interest of the citizens of Travis County that the Travis County Sheriff's Office be authorized to participate in TxDOT's Crash Reporting and Analysis for Safer Highways (CRASH) System;

NOW, THEREFORE, be it resolved that the Interlocal Agreement with TxDOT for participation by the Sheriff's Office in the Crash Reporting and Analysis for Safer Highways (CRASH) System be approved and that County Judge Samuel T. Biscoe be authorized to sign the same on behalf of Travis County.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

#### TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe County Judge

Ron Davis Commissioner, Precinct 1 Sarah Eckhardt Commissioner, Precinct 2

Karen Huber Commissioner, Precinct 3 Margaret Gómez Commissioner, Precinct 4



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Kaleen Frasher, Sheriff's Office, 854-9348 Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff Sponsors: Judge Biscoe

## AGENDA LANGUAGE:

Consider and approve our request for two members of the TCSO Correctional Tactical (CTAC) Unit to use a county vehicle to transport tactical gear to Moundsville, WV to compete in the 2011 Mock Prison Riots.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Enter Background/Summary of Request and Attachments here

## **STAFF RECOMMENDATIONS:**

Enter Staff Recommendations here

## **ISSUES AND OPPORTUNITIES:**

Enter Issues and Opportunities here

## FISCAL IMPACT AND SOURCE OF FUNDING: NA

## **REQUIRED AUTHORIZATIONS:**

Sheriff's Office County Judge's Office Commissioners Court Greg Hamilton Cheryl Aker Cheryl Aker Pending Pending Pending



GREG HAMILTON

TRAVIS COUNTY SHERIFF P.O. Box 1748 Austin, Texas 78767 (512) 854-9770 www.tcsheriff.org PHYLLIS CLAIR Major – Law Enforcement

DARREN LONG Major – Corrections

MARK SAWA Major - Administration & Support

JAMES N. SYLVESTER Chief Deputy

April 11, 2011

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

From: Greg Hamilton, Sheriff

Subject: Request to take county owned vehicle out of state

Judge & Commissioners:

The Travis County Sheriff's Office Corrections Tactical (CTAC) team has registered six officers and two sergeants to compete in and attend the OLETC 2011 Mock Prison Riot from April 29, 2011 to May 3, 2011. The training and competition will be held in Moundsville, West Virginia. This training/competition will allow the team to conduct tactical training scenarios under the most realistic conditions possible and measure their skills against teams from around the country and around the world.

In order the transport all gear necessary for the training and competition, it would cost an estimated \$1800 to check all bags onto flights. Sergeant Alex Leo and Officer Shawndel Tucker have graciously offered to transport all equipment in a county owned vehicle pending your approval of them taking the vehicle over state lines.

Thank you in advance for your consideration in this matter. If you have any questions, please feel free to contact Sergeant Alex Leo at (512) 854-5306 or Lieutenant Ramiro Quiroga at (512) 854-5212.





# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Vicki Skinner, District Attorney's Office, 854-9522 Elected/Appointed Official/Dept. Head: Rosemary Lehmberg, District Attorney Sponsors: Judge Biscoe

#### AGENDA LANGUAGE:

Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the Travis County District Attorney's Office.

#### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Attorney's Office requests approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

Since January, 2002 an Assistant District Attorney has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This Attorney works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the permanent responsibilities of the position.

We appreciate the donation of the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multiorganizational approach to eliminating crime in the Downtown Business District.

#### FISCAL IMPACT AND SOURCE OF FUNDING:

\$10,000 donation from the Downtown Austin Alliance to the District Attorney's Office budget line item 001-2311-545-0801

#### **REQUIRED AUTHORIZATIONS:**

District Attorney's Office	Vicki Skinner	Completed	04/11/2011 10:35 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



**Rosemary Lehmberg \* Travis County District Attorney** P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

#### **MEMORANDUM**

TO: Travis County Judge and Commissioners

Vicki Skinner, District Attorney's Office Ville Stimm for Rosenary hermberg FROM:

DATE:

Donation from Downtown Austin Alliance SUBJECT:

The District Attorney's Office is requesting approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

Since January, 2002 an Assistant District Attorney has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This Attorney works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the permanent responsibilities of the position.

We appreciate the donation of the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

cc: David Jungerman, Auditor's Office Katie Petersen, Planning and Budget Office Jim Connolly, County Attorney's office

#### Downtown Neighborhood District Attorney Initiative Travis County District Attorney's Office

#### Summary of Goals and Activities February 2010-December 2010

"Community prosecution focuses on targeted areas that involves a long-term, proactive partnership among the prosecutor's office, law enforcement, the community and public and private organizations, whereby the authority of the prosecutor's office is used to solve problems, improve public safety and enhance the quality of life."

American Prosecutors Research Institute

#### History/Goals of the Downtown Neighborhood DA Initiative:

The Downtown Neighborhood District Attorney (NDA) Initiative began in January 2002. The goals of the project include:

- Enhance the quality of life;
- Reduce crime;
- Enhance criminal justice processes;
- Partner with community stakeholders; and
- Enhance offender reentry processes in the downtown community.

The role of the Downtown NDA includes activities such as:

- developing opportunities to create partnerships with criminal justice and community stakeholders that will lead to enhancing the safety and quality of life downtown;
- providing assistance in development of effective search and arrest processes that lead to court-ready cases being filed;
- Working with key stakeholders on development of strategies that impact safety and quality of life downtown
- Acting as a link to trial courts to effectively communicate issues to trial court prosecutors that impact the downtown community

In February of 2010, Jason English was assigned as the Downtown Neighborhood DA position. The following is a summary to date of goals, activities and results of work that has been accomplished. (NOTE: Between June and mid-July, Jason was involved in a trial court case that resulted in a majority of his time being focused on trial preparation and trial time).

#### Downtown Crime Trends:

The Downtown Area Command (DTAC) of the Austin Police Department continues to experience reduction in both property and violent crimes. When comparing October 2009 to October 2010 crime statistics, the DTAC area demonstrated a 13% reduction in property crime (as compared to 6% reduction for the whole city) and a 26% reduction in violent crime (as compared to 6% reduction for the whole city).

## Goals and Activities of the Downtown Neighborhood DA—February 2010-December 2010

Goal:	Strategy:	Actions Taken:	Results:
Enhance criminal justice processes:			
	Provide investigative assistance to law enforcement officials	<ul> <li>Reviewed offense reports and arrest affidavits</li> <li>Discussed investigations and provided legal assistance/direction</li> </ul>	<b>Results to Date:</b> Provided advise/assistance on over 200 cases to more than 25 officers
	Serve as a link between courts and the police and community	<ul> <li>Met with DA staff regarding general issues impacting downtown as well as to assist on specific cases</li> <li>Prepared and encouraged utilization of stay- away orders for defendants placed on probation</li> </ul>	<b>Results to Date:</b> Connected with multiple prosecutors on several cases/issues
	Case review and provide assistance on plea recommendations on drug cases	<ul> <li>Worked with community and DA Office stakeholders on identifying high impact offender drug cases and helped with making plea recommendations</li> <li>Developed processes for identifying cases and created a tracking system</li> </ul>	<b>Results to Date:</b> Tracking over 18 defendants to review dispositions
	Provide assistance on nuisance abatement-related issues	<ul> <li>Worked with APD Nuisance Abatement Unit and COA City Attorney's Office on problem properties related to criminal activity</li> </ul>	Results to Date: Attended 2 accord meetings Staffed 6 cases
Enhance successful reentry that impacts the downtown community:			
	Initiate State Jail Homeless Reentry Initiative—to ensure that no one is released to homelessness	Coordinated and met with key stakeholders to address release processes:     Cindy Finnegan, Kimberly Pierce—CJP Larry Carroll, TDCJ Reentry Specialist Monte Pritchett, TDCJ-TCOOMMI Warden Peralta, TDCJ-Travis State Jail Dee Wilson, TDCJ-Reentry Director	5 meetings held <b>Results to Date:</b> Created partnership with key stakeholders that will be examining current processes/practices that will lead to recommendations and strategies

Goal:	Strategy:	Actions Taken:	Results:
		Met/communicated with key stakeholders to determine current processes and obstacles:	2 meetings held 20 emails sent
	Clarified drug education class to help SJ releasees get Texas IDs or DLs by DPS	Cindy Finnegan, TC CJP Warden Peralta, TDCJ Travis SJ Ms. Haack, Windham ISD Principal, Travis SJ TX DSHS General Counsel DPS General Counsel Dee Wilson, TDCJ-TCOOMMI Brian Collier, TDCJ	<b>Results to Date:</b> Helped to achieve an immediate strategy with an agreement between TDCJ and the Central Austin DPS Office that the Travis SJ CHANGES class certificate will be accepted as proof they have completed a required drug education/awareness class as mandated that will allow offenders to be able to receive a state ID or DL
	Participate in Travis State Jail Resource Fairs	<ul> <li>Provide information to confines regarding criminal history issues</li> <li>Network with service providers</li> </ul>	<b>Results to Date:</b> Participated in 4 Resource Fairs
	Help identify reentry resources that will help enhance reentry impacts	<ul> <li>Met with Goodwill staff regarding reentry employment readiness initiative</li> </ul>	Results to Date: Connected Goodwill to Adult Probation that resulted in partnership to provide initiative to the SMART Program
Partner with community stakeholders to improve quality of life in downtown:			
	Participate in DAA Security and Maintenance Meetings	<ul> <li>Attended monthly meetings and provided relevant updates</li> </ul>	Results to Date: Attended 9 meetings
	Work with 5 <sup>th</sup> Street Neighborhood group regarding drug sales www.5thstreetcommunity.org	<ul> <li>Attended neighborhood meetings/events</li> <li>Attended one-on-one meetings with individual neighborhood members</li> <li>Provided education regarding punishment ranges and court processes</li> <li>Developed disposition tracking system to examine final dispositions versus initial plea recommendation</li> </ul>	4 Community meetings 10 individual meetings <b>Results to Date:</b> Developed high impact offender disposition tracking system for persons arrested in neighborhood
	Participate in DTAC Commander's Forums		Results to Date: Participated in 4 forums



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Melissa Velasquez, County Judge's Office, 854-9557 Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge Sponsors: Judge Biscoe

#### AGENDA LANGUAGE:

Recieve annual report from Travis County Healthcare District d/b/a Central Health.

#### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

This report and affidavit fulfill Central Health's obligation to provide an administrator's report as listed in the Texas Health and Safety Code Chapter 281.092. Central Health delivered a report to each Commissioners Office. See attached memo and annual report for more information.

# FISCAL IMPACT AND SOURCE OF FUNDING: n/a

#### **REQUIRED AUTHORIZATIONS:**

County Judge's Office	
Commissioners Court	

Cheryl	Aker
Cheryl	Aker

Pending Pending



CENTRAL HEALTH

RECEIVED COUNTY JUDGE'S OFFICE 11 APR -4 PM 2:46

1111 East Cesar Chavez St. Austin, Texas 78702 Phone: 512-938-8000 Fax: 512-938-8156 www.centralhealth.net

March 22, 2011

The Honorable Samuel T. Biscoe Travis County Commissioners Court PO Box 1748 Austin TX 78767

Dear Judge Biscoe:

Enclosed please find the Central Health (formerly known as Travis County Healthcare District) annual report and affidavit for fiscal year 2010. This report and affidavit are being sent to your office to fulfill our obligation to provide an administrator's report as listed in the Texas Health and Safety Code chapter 281.092.

This annual report shows in detail the operations of the district for fiscal year 2010, and reflects "all money and choses in action received by the administrator and their disposition". The affidavit complies with the legal requirement that the administrator's report must "consist of a sworn statement" of the latter.

We thank you for the opportunity to provide this information to you in the service of the health of Travis County residents.

Sincerely,

Patricia A. Young Brown, Q President and CEO

Thomas B. Coopwood ALD. Chairperson

Rosie Mendoza, C.P.A. Vice-Chairperson

Frank Rodriguez Trazoar

Brenda Coleman-Beattic, M.A. Scoretary

Clarke Heidrick, J.D.

Donald Patrick, M.D., J.D.

Bobbie Barker, M.A. Anthony Haley, J.D.

Katrina Daniel, R.N.

#### AFFIDAVIT

50000

#### STATE OF TEXAS

#### **COUNTY OF TRAVIS**

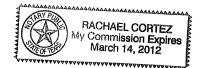
I, Patricia A. Young Brown, make this affidavit as part of the Travis County Healthcare District's Annual Report for Fiscal Year 2010 and hereby, on oath, state the following:

- 1. I am President and CEO of the Travis County Healthcare District and serve as the "administrator" as defined by Section 281.026 of the Texas Health and Safety Code.
- 2. The District's Annual Report for Fiscal Year 2010 reflects all money and choses in action received by the administrator and their disposition.
- 3. The District's Annual Report contains in detail the operations of the District for Fiscal Year 2010.

Patricia A. Young Brown

BEFORE ME, the undersigned authority, on this day personally appeared Patricia A. Young Brown and on oath stated the facts stated above are true to the best of her knowledge or belief.

Sworn to and subscribed before me on the  $\frac{3}{2}$  day of 2011.



Nalia

Notary Public in and for the State of Texas



# **Caring for Our Neighbors** 2010 Annual Report





**OUR SHARED VISION** Central Texas is a model health community.

#### OUR MISSION

Central Health creates access to healthcare for those who need it most.

#### OUR GOALS

Access: Increase access to healthcare for residents of Travis County

**Quality:** Strategically invest in practices designed to improve healthcare outcomes

**Technology:** Maximize the use of technology community-wide to inform healthcare decisions and delivery

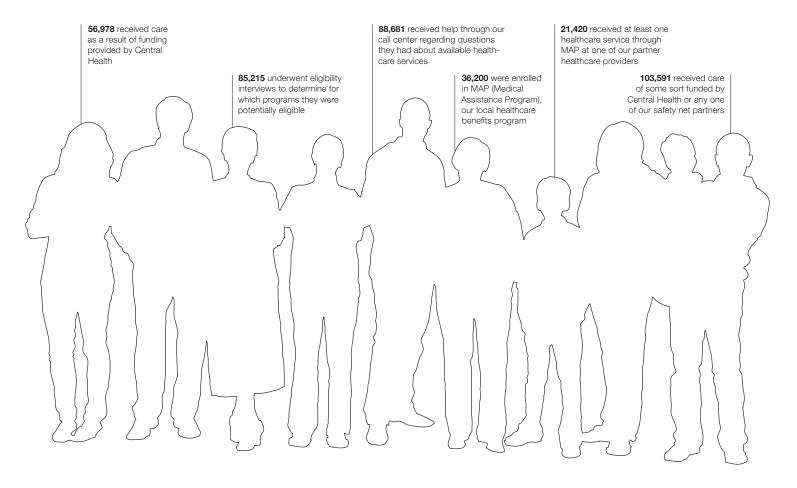
Leadership: Assume a leadership role in convening and planning for the healthcare needs of our community See the work we're doing:

Primary Care	2
Access	4
Coverage Options	5
acilities	6
Mental Health	7
inancials	8



**FACT: 23% of Travis County residents do not have health insurance.** But that doesn't mean they don't have access to quality healthcare. The network of providers offering healthcare services to these individuals is rising to meet those needs—and finding considerable success.

# Of approximately 250,000<sup>1</sup> Travis County residents without health insurance:



No one anticipates the need for access to care will subside for some time, and there are serious gaps which remain to be filled, but Central Health will continue to work to provide access to healthcare for those who need it most.

<sup>1</sup> 2009 American Community Survey, U.S. Census Bureau

# We are expanding access to primary care, which benefits our entire community

FACT: Access to primary care reduces sudden
 illness, reduces unnecessary usage of emergency facilities, and keeps costs lower for everyone.

**Central Health's mission** is to create access to healthcare for those who need it most. For most people, that access equates to primary care – visits to the doctor's office. Over the past year, we have not only expanded that network of primary care doctors but also the variety and number of services they provide. It's our vision to see Central Texas become a model healthy community, and by continually expanding our network and the services available, we are working toward realizing that vision.

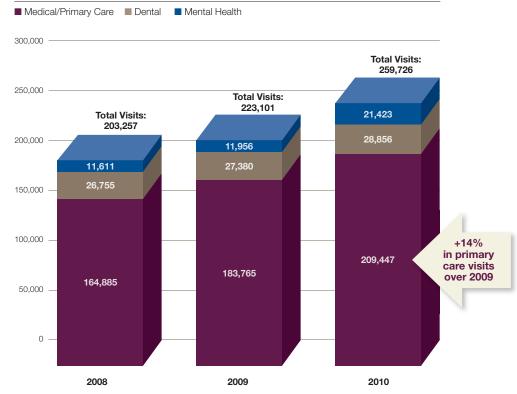
In Fiscal Year 2010, we experienced the largest increase in medical visits we've ever seen. Central Health funded a total of 209,447 visits, representing



WE'RE REALLY TRYING to decrease the time the patient spends waiting in the clinic so that they spend more time actually with the physician or provider. We're able to take care of the whole person at CommUnityCare. I could have gone into a private practice, I could have worked in the hospital, but I wouldn't be having this feeling I have with the patients I take care of, and seeing them progress and get better."

#### Dr. Alina Ramos, CommUnityCare Pflugerville & Manor

a 14 percent increase over 2009.



Central Health Programs' Service Visits by Year

#### Medical Assistance Program

The Medical Assistance Program (MAP) is a local health plan, much like insurance, that provides enrollees access to a network of providers and services.

The total number of

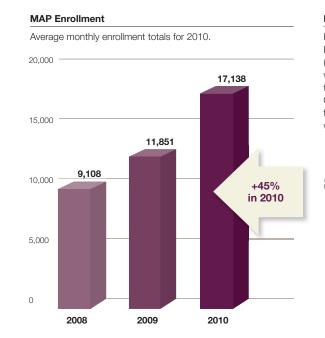
MAP in 2010.

individuals enrolled in

This increase is partially due to the addition of new primary care providers to our network, including the Volunteer Health Clinic and Samaritan Health Ministries, but also because the total number of individuals covered by our **Medical Assistance Program (MAP)** has continued to increase.

For the entire year, we maintained an average monthly enrollment of 17,138 individuals in the program, a 45 percent increase over 2009.

A total of 36,000 individuals were enrolled in the program at some point in the year.



#### New and Expanded Service Partnerships

In December, 2009, we created a new contract with the SIMS Foundation to provide mental health services to local musicians (see page 7 for more). We also enhanced an existing contract with Lone Star Circle of Care that will allow more MAP enrollees to receive services. A contract with Seton Community Health Centers, created in 2010, is providing expanded primary care for enrollees in the Medical Assistance Program. The contract will provide care for 2,000 individuals within three years.



( Seton Family of Hospitals

# In our neighbors' words



Jeffery Lorrain Zhi Tea owner

"I'm somebody who didn't have healthcare for 10 years. But when the opportunity to get healthcare came — and was affordable — I could give it to my employees. That was a huge thing. A lot of the people who work for me are young and have no access to healthcare and would never get it otherwise, so it's been a really exciting and good thing for us, to be able to do that."



#### Nakia Austin Musician

"SIMS saved my life. When I moved to Austin and began performing as a musician I needed someone or something to connect to on a deep level and I needed a safe place to search for myself. SIMS provided that and so much more. I've accomplished so much since that first phone call to SIMS and none of it would have been possible had I not been able to find the peace of mind and achieve the balance between my personal life and my career. SIMS gave me access to people who truly cared and helped me along the way."

For more on our partnership with SIMS, see page 7.



"I was working and lost my job, and lost my healthcare as well. I am so grateful, because I get the care I need in a timely manner. My diabetes is under control, my cholesterol level has been lowered. I'm doing well because I'm able to get in to see a doctor at the onset of a problem."

# We are listening to residents and developing ways to connect them with healthcare resources

 FACT: According to our community
 surveys, one of the biggest challenges to getting healthcare is the overwhelming complexity of the system, with seemingly nowhere to turn for help. **Communicating directly** with the residents of Travis County to better understand their thoughts, needs and expectations is a high priority for Central Health. The past year marked some significant strides in the ways we accomplish this, from helping

people get health coverage and find providers, to fostering discussions about the state of healthcare in Travis County and how we can do more to address the issues we still face.

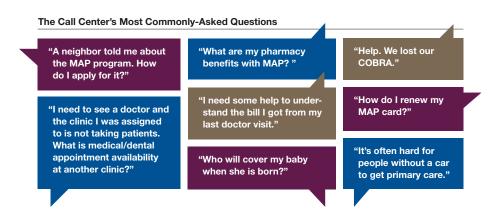


"BASED ON FOLLOW-UP SURVEYS, callers say they have nothing but high praise for the call center staff. We now know the callers really appreciate how the call center staff are extremely reassuring and sensitive to their needs when scheduling appointments, and that overall the callers are getting the information they need to access care. One of the satisfaction survey questions we asked was, 'What was you over all impression of our services on a scale of 1 to 4; 4 being exceptional and 1 being the worst experience.' Notably, one caller said, 'If I could rate you it would be a THOUSAND! Our call volume keeps increasing and people are getting answers to their questions, so we know this is making it easier for callers to find information about healthcare."

#### Jerry Ronquillo

Helpline Manager, Capital Area United Way In 2010, we launched a new program called **Central Health Connection**, with the goal of learning more about how the entire community felt about health care. It was also an opportunity to reach out and educate the public about our services, other affiliated programs and partners, and general information about health and wellness. The effort as kicked off with an extensive, summer-long community survey and outreach effort, aimed at gathering as much information as possible about the thoughts, fears, questions and ideas of the residents of Travis County. The data collected through these conversations fed into the development of an overall plan for ongoing outreach and education efforts. The program continues through 2011.

We know everyone has questions about healthcare, and we heard that simply reaching someone to help answer those questions can be a major obstacle. So, this past year, we implemented a new customer service call center that not only answers questions, but helps callers find healthcare and even enroll in coverage programs. In collaboration with Capital Area United Way, we launched the call center to a flurry of activity. By the end of its first year of operation, we had taken more than 88,000 calls and helped thousands of people get answers to their questions, and, more importantly, find healthcare services.



#### Central Health Connection

is a multi-phase outreach project to learn more about the community's healthcare needs, and plan to meet those needs. CENTRAL HEALTH GONNECTION Join A Healthy Conversion



#### United Way

United Way Capital Area

# We help people get access to the healthcare they need to stay happy, healthy and productive

FACT: Less than 35% of small businesses in
 Texas (those with 50 or fewer employees) offer health insurance. The national average is 41%.



Federal Poverty Level (FPL)

is the minimum income necessary to provide necessities, and varies according to family size. The US Department of Health and Human Services determines FPL each year based on inflation and other economic factors.

http://aspe.hhs.gov/ poverty/index.shtml



#### TexHealth Central Texas

is a community-based nonprofit created by and for Central Texas small businesses of 2 to 50 employees offering a low-cost health benefits program in Travis, Williamson, and Hays counties.

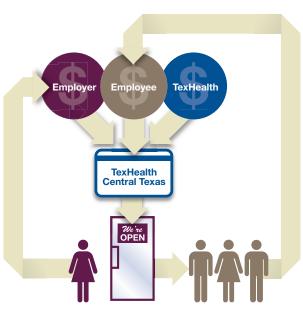
http://texhealthct.org/

**For more than 30 years,** Travis County Residents have had access to health coverage through the Medical Assistance Program (MAP). This program provides a variety of coverage options for residents who are at or below 100 percent of the **Federal Poverty Level** (FPL). In the past year, Central Health has continued to significantly increase the total number of individuals enrolled as well as enhance the services available and the locations to receive those services. More people than ever are able to access high quality care through our affiliated CommUnityCare health center system and other providers within our network.

In addition to MAP, Central Health co-funded the startup of **TexHealth Central Texas**, a small-employer health insurance program that completed its first year of operation in 2010. A "three-share" program, so-called because costs are split among the employer, the employee and the State, TexHealth Central Texas offers health insurance to small employers who otherwise would not be able to afford to offer such a benefit.

#### The TexHealth Central Texas Small Business Insurance Three-Share Funding Model

Employers, employees, and the state pool funds for this program. More than **138** local employers currently offer the TexHealth plan to their employees, including those in professional services, real estate, retail, child care, nonprofit, food service, and construction.



#### Texas' Small Businesses and Health Insurance

 Offer insurance to employees (34.2%)

Do not offer insurance to employees (65.8%)

Source: Agency for Healthcare Research and Quality, Center for Cost and Financing Studies. 2009 Medical Expenditure Panel Survey - Insurance Component. Table II.A.2.



OUR EXPERIENCE with TexHealth has been fabulous. As a result of the coverage of TexHealth, our employees have gotten together and decided that they want to live better, live healthier."

Joyce McDonald

Executive Director, Frameworks Community Development Corporation



"ONE THING WE'VE been lacking, which we now have, is health insurance, which is really hard for small businesses to attain. So far we've been very, very happy with TexHealth. It's a really good way to help local businesses thrive, a good way to keep your employees happy."

Paul Fricano

Owner, Fricano's Deli



FACT: A medical home where families can
 receive a full range of quality services, from routine exams to immunizations to specialty care, is key to the health of our community. Medical homes reduce costs for all involved, and result in healthier, happier families.

As we expand services, we have also worked to expand the locations where people can go to receive them.

Our most significant achievement in this area for 2010 was the beginning of construction for the new **North Central Health Center,** located on Braker Lane at Parkfield Drive. This is the first new health center built by Central Health and will be a state-ofthe-art facility. The center will serve

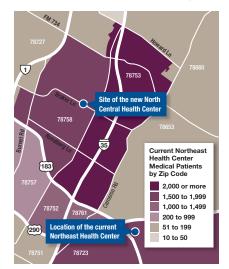


New Facility at Braker Lane and Parkfield Drive

The new North Central Health Center will be approximately 50,000 sq ft and will offer a full range of healthcare services. CommUnityCare will operate the facility when it opens in November of 2011. Rendering courtesy of Flynn Construction and Lawrence Group.

the rapidly expanding population of north central Austin and Travis County, one of the fastest growing areas in the Central Texas region.

The primary users of this facility will be uninsured Travis County residents who meet certain eligibility requirements and anyone covered by Medicaid, Medicare as well as children enrolled in CHIP. Approximately 70 percent of patients seen by **CommUnityCare** are women and children. Construction of the health center is presently well underway, and when opened later this year will serve as a model for the large-scale, regional provision of care.



Over the past year we have also worked to expand and improve existing facilities to not just accommodate increased patient demand, but to expand the scope of services available. We approved a renovation and expansion of the CommUnityCare RBJ dental clinic, adding two dentists, one hygienist, three assistants and an admissions clerk in the process.

#### Using Data to Determine Need

Studies project a continued population expansion of eligible residents in the North Central region of Austin.

### 

**CommUnity Care** 

CommUnityCare is a nonprofit 501(c) (3) corporation affiliated with Central Health that provides comprehensive primary care health services to the medically underserved at 20 health center locations in Travis County.

www.communitycaretx.org

everyone will benefit." Rep. Lloyd Doggett

CENTRAL HEALTH

and its expanding network of healthcare

providers, including

healthcare for tens of

help keep our community

moving forward. This is

Health and the network

partners and am excited

to see this new facility

under construction on

Braker Lane. The North

will incorporate the latest equipment and medical

Central Health Center

infrastructure and will

provide a professional and inviting location

for patients. When the

facility opens later this

year and begins providing

healthcare services to the

people of Travis County,

why I support Central

of community health

centers with which it

thousands of Travis County residents and

CommUnityCare, provide essential

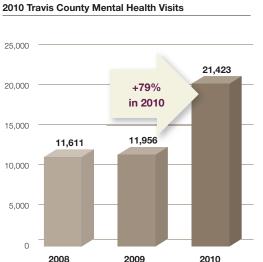
U. S. House, Texas' 25th District

6



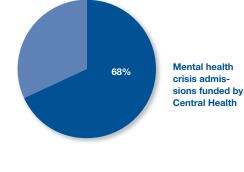
#### **FACT:** Texas ranks 50th in the nation for mental health funding.

**Mental health remains** one of the most underfunded areas of healthcare in the State of Texas. Central Health has traditionally exerted a great deal of time and attention to improve services and the availability of care. This past year marks a high-water mark for service expansions and a total increase in the number of services rendered.



#### Funding Mental Health Crisis Admissions

Of Travis County's 1,659 inpatient mental health crisis admissions in 2010, 68% were directly funded by Central Heath.





"THE IMPACT OF the SIMS Foundation's contract with Central Health cannot be overstated. It allowed us to increase the number of clients we served by 35% in 2010. We have been able to provide mental health services to more people in a more comprehensive, coordinated manner. Now clients who need counseling, medication management for psychiatric disorders and/or addiction recovery services have access to all of these services, and SIMS' staff coordinates communications between their providers. The 60 mental health professionals in the SIMS network serve our clients at a significantly reduced rate, resulting in \$500,000 of in-kind therapeutic services each year—a great deal for Travis County taxpayers, and a great investment in the professional musicians who are the backbone of our renowned live music industry.'

#### Tricia Forbes

Executive Director, SIMS Foundation



Austin Travis County Integral Care

Central Health partners with Austin Travis County Integral Care (ATCIC), which is the local authority for mental health and developmental disabilities in Travis County. Central Health operates differently than most hospital districts in the state, partnering with numerous area healthcare providers to deliver services. Near the beginning of the fiscal year (December, 2009) we added the SIMS Foundation, an Austin organization that funds mental healthcare for area musicians, to our list of partners. This service complements our ongoing efforts to focus more resources and attention on mental healthcare, which includes directly funding inpatient crisis beds at Seton Shoal Creek Hospital and Austin Lakes Hospital, and collaborative planning with other area agencies and providers through Austin Travis County Integral Care (ATCIC).

#### September 30, 2010

# **Statement of Net Assets**

	Primary Government Governmental Activities	Component Unit CommUnityCare
ASSETS	dovernmental Activities	CommonityCare
Current assets:		
Cash and cash equivalents	\$ 27,177	\$ 7,780,727
Restricted cash and cash equivalents	2,872,067	-
Short-term investments	96,535,032	-
Ad valorem taxes receivable, net of allowance for uncollectible taxes of \$1,270,345	405,580	
Accounts receivable, net of allowance for doubtful amounts of \$8,986,126	-	7,700,585
Component Unit's grants receivable	-	1,045,968
Other receivables	16,097,644	-
Inventory	-	77,943
Prepaid expenses	71,890	154,349
Total current assets	\$ 116,009,390	\$ 16,759,572
Noncurrent assets:		
Short-term investments restricted for capital acquisition	18,309,942	-
Long-term receivables	4,000,000	-
Capital assets:		
Land	10,345,124	-
Buildings and improvements	91,286,390	-
Equipment and furniture	2,843,754	470,789
Construction in progress	2,593,602	- (21.210)
Less accumulated depreciation	(11,970,184)	(31,219)
Total capital assets, net	95,098,686	439,570
Total noncurrent assets	\$ 117,408,628	\$ 439,570
TOTAL ASSETS	\$ 233,418,018	\$ 17,199,142
LIABILITIES		
Current liabilities:		
Accounts payable	5,079,276	2,049,197
Salaries and benefits payable	437,505	2,606,409
Due to other governments	78,264	-
Other accrued liabilities	-	792,176
Current portion due to Travis County Healthcare District	-	6,748,180
Total current liabilities	\$ 5,595,045	\$ 12,195,962
Long-term portion due to Travis County Healthcare District	-	4,000,000
Total current and long-term liabilities	\$ 5,595,045	\$ 16,195,962
NET ASSETS		
Invested in capital assets	95,098,686	-
Unrestricted	132,724,287	1,003,180
TOTAL NET ASSETS	\$ 227,822,973	\$ 1,003,180

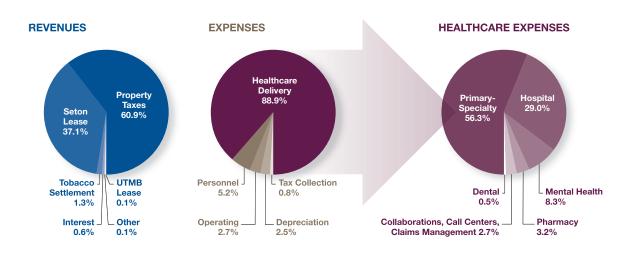
The notes to the financial statements are an integral part of these statements and can be found online at http://centralhealth.net/finances\_and\_funding.html

#### September 30, 2010

# Statement of Revenues, Expenses, and Changes in Net Assets

	Primary Government	Component Unit
	<b>Governmental Activities</b>	CommUnityCare
Operating revenues:		
Lease revenue - additional rent	\$39,577,513	-
Lease revenue - base rent	1,155,396	-
Patient service revenue	-	13,266,500
Grant revenue	-	5,794,012
Revenue received from Travis County Healthcare District	-	32,523,699
Total operating revenues	\$ 40,732,909	\$ 51,584,211
Operating expenses:		
Health care delivery	82,853,821	15,832,232
Salaries and benefits	4,836,950	33,256,525
Other purchased goods and services	2,486,882	1,711,176
Depreciation	2,334,702	28,561
Total operating expenses	\$ 92,512,355	\$ 50,828,494
OPERATING INCOME (LOSS)	\$ (51,779,446)	\$ 755,717
Nonoperating revenues (expenses):		
Ad valorem tax revenue	66,843,210	-
Tax assessment and collection expense	(734,045)	-
Tobacco settlement revenue, net	1,390,461	-
Investment income	695,580	-
Other revenue	104,651	-
Total nonoperating revenues, net	68,299,857	-
Change in net assets	16,520,411	755,717
Total net assets – beginning of year, as restated	211,302,562	247,463
TOTAL NET ASSETS – END OF YEAR	\$ 227,822,973	\$ 1,003,180

The notes to the financial statements are an integral part of these statements and can be found online at http://centralbealth.net/finances\_and\_funding.html



. . . . .



1111 East Cesar Chavez Street Austin, Texas 78702 www.centralhealth.net

#### 2010 Central Health Board of Managers

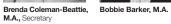




Thomas B. Coopwood, M.D., Chairperson

Rosie Mendoza, C.P.A., Vice-Chairperson Frank Rodriguez, Treasurer







Anthony Haley, J.D.



Clarke Heidrick, J.D.



Donald Patrick, M.D., J.D.



Patricia Young Brown, C.P.A., President & CEO

#### TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



Voting Session: April 19, 2011

Phone #: 854-9444 I. A. Request made by: Margaret J. Gómez (Elected Official/Appointed Official/Executive Manager/County Attorney)

> B. Requested text: Receive presentation from the County Auditor regarding a Public-Partnership Project (Brooklyn, New York), a recently contructed Civil and Family Law Courthouse (Charlotte, North Carolina) and issues and opportunities related thereto.

Marguet J. Gines Signature of Commissioner or Judge C. Approved by:

- Any backup material to be presented to the court must be II. A. 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:

Required Authorizations: Please check if applicable. III.

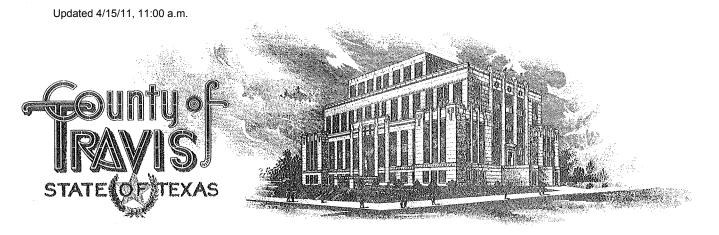
> Planning and Budget Office (854-9106) Additional funding for any department or for any purpose Transfer of existing funds within or between any line item Grant

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 5:00pm on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



MARGARET J. GÓMEZ COMMISSIONER, PRECINCT 4 314 W. 11TH ST., ROOM 525 AUSTIN, TEXAS 78767 P.O. BOX 1748 854-9444

TO: Commissioners Court

From: Margaret J. Gómez, Commissioner Precinct 4 2029

Date: April 13, 2011

RE: Public Private Partnership Update from the County Auditor

The majority of the members of the Commissioners Court decided that a work session by an independent third party would be scheduled in the next several weeks. Prior to the work session, I have asked the County Auditor if she would brief the Court on her perspective as to the types of tasks and issues a public-private partnership arrangement would involve.

The Auditor has informed me that she would be happy to share her knowledge on this subject. Since she has attended all the court visits and has done a lot of analysis, I believe this presentation will provide those members of Commissioners Court that are not on the Subcommittee an opportunity to be briefed on this very important subject. My goal is for all the members of the Commissioners Court to have a conceptual understanding of public private partnerships prior to a third party presentation.

In the next couple of months, this Court will be making decisions that will impact how this County will conduct its operations for years to come. Since Court briefings is limited to two members of the Court, this is the only venue we have for all members to receive the same information.



# Travis County Commissioners Court Agenda Request

Meeting Date: 4/19/2011, 9:00 AM, Voting Session Prepared By: Peter Einhorn, Commissioner Precinct 2 Office, 854-9222 Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner Sponsors: Commissioner Eckhardt

#### AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL AGREEMENT TO PARTNER WITH THE CITY OF AUSTIN ON IMPLEMENTING ZERO-WASTE GOALS IN TRAVIS COUNTY

#### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Enter Background/Summary of Request and Attachments here

#### See attached memo.

#### FISCAL IMPACT AND SOURCE OF FUNDING:

This effort could have a fiscal impact, but this agenda item is only to instruct the County Attorney's office to negotiate the terms of an interlocal with City of Austin staff.

#### **REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 2 Office Commissioner Precinct 2 Office County Attorney's Office County Judge's Office Commissioners Court Sarah Eckhardt Sarah Eckhardt Tom Nuckols Cheryl Aker Cheryl Aker Completed Completed Completed Pending Pending 04/12/2011 2:34 PM 04/12/2011 2:34 PM 04/13/2011 1:42 PM

## SARAH ECKHARDT

TRAVIS COUNTY COMMISSIONER PRECINCT 2

TRAVIS COUNTY ADMINISTRATION BUILDING P.O. BOX 1748 ROOM 500 AUSTIN, TEXAS 78767 (512) 854-9222

To: Judge Samuel T. Biscoe and the Travis County Commissioners Court

From: Commissioner Sarah Eckhardt

SUBJECT: "Zero-waste" Agreement between Travis County and the City of Austin

The Central Texas region has faced and, absent a change in the *status quo*, will continue to face the difficult issue of whether to expand existing landfills and build new landfills to handle our solid waste. "Zero-waste" is a goal to divert 90% of waste from landfills and incinerators using a systematic approach to evaluate and manage the flow of resources and waste created by our community.

The City of Austin recently adopted a Zero-Waste Strategic Plan as its long term planning vehicle for achieving the goal of zero-waste by 2040. The plan contained a host of policy and program recommendations. The City Council directed City staff to incorporate the plan into a master plan for the City's Solid Waste Services Department.

In addition to the ten counties that make up the Capital Area Council of Government, it is projected that 33 counties will send some or all of their solid waste to the four Austin area landfills. Counties are therefore an important stakeholder in any program to divert the flow of solid waste into landfills. Travis County has a particular interest in this issue. Not only are most existing area landfills located in the unincorporated part of Travis County, but any future landfills may be located there as well. The zero-waste effort will be instrumental in reducing our need for additional landfill space.

Moreover, zero-waste makes economic sense in terms of jobs. For every 10,000 tons of solid waste sent to a landfill, only one job is created. For every 10,000 tons of organic solid waste composted, four jobs are created. For every 10,000 tons of recyclables processed, ten jobs are created. For every 10,000 tons of reusable processed, 75 to 250 jobs are created.

The City of Austin and Travis County have an opportunity to partner to achieve a goal of zero-waste. In April, 2008 the Travis County Commissioners Court sent a letter of support to the Austin City Council in support of their zero-waste efforts and expressing our desire to collaborate to the extent we are able statutorily. It is being proposed that the City of Austin and Travis County enter into an interlocal agreement in which they commit to work collaboratively to formulate a plan for achieving the goal of zero-waste. The interlocal agreement would set out the process, criteria, schedule, and public input process for development of an inter-jurisdictional plan to achieve that goal, much the way that cities and counties partnered in the early years of this decade to achieve the goal of complying with federal air quality standards.

In 2002, Central Texas cities and counties, including Austin and Travis County, entered into the Early Action Compact (EAC). The EAC committed its participants to formulate a plan for reducing air pollution in order to achieve the federal eight-hour ozone standard. The EAC set out the process, criteria, and schedule for development of the Clean Air Action Plan (CAAP). The CAAP, in turn, contained the policies, programs, and data gathering to be implemented to achieve the standard. The EAC could be an excellent template that could be replicated to promote regional collaboration in pursuit of zero-waste goals.

