

## Notice



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21 and December 28, 2012

**Prepared By/Phone Number:** Barbara Wilson, County Attorney's Office

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

COMMISSIONERS COURT IS GIVING NOTICE THAT ON JANUARY 8, 2013, IT WILL TAKE APPROPRIATE ACTION TO SELECT THE HALL OF GOVERNMENT ON THE FIRST FLOOR OF 700 LAVACA, AUSTIN, TEXAS AS THE PRIMARY SITE AT WHICH ITS REGULAR TERMS WILL BE HELD.

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

Attached as page 2.

### **STAFF RECOMMENDATIONS:**

n/a

### **ISSUES AND OPPORTUNITIES:**

n/a

The Local Government Code, section 81.005 subsection (d) authorizes the commissioners court to select a new location at which to hold its terms or meetings if the commissioners court

- gives seven days notice,
- select the new site at its first meeting of the calendar year and
- selects a site listed in Local Government Code, section 81.005 subsection (c) (2).

Local Government Code section 81.005 subsection (c) (2) authorizes the commissioners court to hold its term at any of the following:

- an auxiliary courthouse,
- courthouse annex, or
- another building located inside the municipal limits of the county seat of Austin and acquired by the county, that houses
  - county administration offices,
  - county courts, or
  - district courts.



## Item 2

# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By:** Rose Farmer **Phone #:** 854-7214

**Division Director/Manager:** Jon White

A handwritten signature in black ink, appearing to read "Jon White", written over the text of the Division Director/Manager.

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action to authorize spending additional funds for demolition and construction of a new Nootsie maintenance facility on the Balcones Canyonlands Preserve in Precinct Three.

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

On June 21, 2011, in an agenda item on disposition and proposed upgrades to buildings on the Balcones Canyonlands Preserve (BCP), the Commissioners Court approved funding for demolition of the existing maintenance facility on the Balcones Canyonlands Preserve at the Natural Resources Field Office (Nootsie) and construction of new maintenance facility that will better meet current and future program needs. The Court approved the project to demolish and dispose of the old structure at an estimated cost \$10,000 and to construct a new maintenance facility at an estimated cost of \$130,000. These estimated costs were based on a budgetary quote requested by TNR Natural Resources Division from a vendor under County contract. This budgetary quote was needed for budgeting purposes and the contractor making this budgetary quote had been given the general concept for the new maintenance facility but costs were not based on architect-designed plans.

In fall of 2012, Natural Resources staff worked with the Facilities Management Department (FMD) to develop detailed architectural and engineering plans for the new Nootsie maintenance facility. After developing the necessary plans and specifications for the project, FMD worked with the purchasing office to solicit competitive bids for this project. Ten contractors bid on the project and the low bidder's bid was \$139,777. FMD reviewed the bids and worked with the purchasing office recommending to award this project to the low bidder. The purchasing office will post a separate agenda item for the award. FMD estimates that completion of the project will also require an additional \$23,402 for other associated project costs not completed by the main contractor, plus contingency costs. The associated projects cost includes: TDLR review and inspection fees; TCEQ review fee, Fire Marshal building permit plan review fee; Asbestos survey; Septic tank and system field installation; Rainwater collector tank; Security camera and installation; compressed air system installation, and Construction contingency. This will bring

the total project costs to \$163,179 which creates a \$23,179 (\$163,179 - \$130,000 - 10,000) budget shortfall.

**STAFF RECOMMENDATIONS:**

Staff recommends that the Court approve additional funding needed of \$23,179 to demolish the old structure and build this new Nootsie maintenance facility. We are requesting authorization to spend \$139,777 for the contractor with an additional \$23,402 for additional costs and contingency cost for a total of \$163,179.

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There is currently sufficient funding in the BCCP's Fund 0115 Tax Benefit Financing funding source to pay for the additional \$23,179 needed for demolition and construction costs. This funding source was established to support land acquisition, staffing and land management for the Balcones Canyonlands Conservation Plan/ Balcones Canyonlands Preserve. Funding this request will not significantly reduce funding for needed land acquisition or land management efforts. The \$23,179 is in the BCP fund 0115 allocated reserve account 1980000000 580010 which has a current balance of \$4,955,072 and will be budgeted to 1490120115 522020 on a future PBO reserve transfer request.

**ATTACHMENTS/EXHIBITS:**

Summary of Cost BCP Maintenance  
BCP FY13 2012 Fund

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director NREQ	TNR	854-7212

**CC:**

Linda Laack	Env. Resource Mgt. Spec.	TNR	219-6190
Donna Williams-Jones	Financial	TNR	854-7677

**TRAVIS COUNTY - TNR  
Summary of Costs BCP Maintenance Building**

<b>DESCRIPTION</b>	<b>Nootsie</b>
	<b>Main Barn</b>
<b>Current Authorized Amount</b>	<b>\$ 140,000.00</b>

**OBLIGATIONS TO DATE**

Construction Contractor Bid	\$ 139,777
<b>Subtotal Bid Amount</b>	<b>\$ 139,777</b>
PO 493815 TDLR - Project, Plan Review, & Inspection Fees	\$ 775
PO 494089 TC Fire Marshal's - Building permit plan review fee	\$ 750
Manual Payment, Fire Marshall Inspection Fee for BCP Nootsie Barn	\$ 104
PO 4100011499 Terracon Asbestos Survey	\$ 691
Cart 17350	
750 Gallon Septic Tank	\$ 1,195
Septic System TCEQ Review	\$ 10
Septic Tank Construction Estimate	\$ 10,000
Security Camera Estimate	\$ 3,500
Compressed Air Equipment Estimate	\$ 777
Rain Collector Tank	\$ 600
Construction Contingency	\$ 5,000
<b>Subtotal Associated Costs</b>	<b>\$ 23,402</b>

**OVERALL TOTAL \$ 163,179**

**Project Budget Shortfall \$ (23,179)**

Budget Usage		Date: 12/05/2012	Page: 1 / 1	
Financial Management Area	1000 Travis County	FM Payment Budget		
Fiscal Year	2013	Version	0	
Fund/Group	0115	Functional Area/Group	*	
Funded Program/Group	*	Year of Cash Effectivity		

FdsCtr/CmmtItem	4,955,072		4,955,072	4,955,072
1980000000 Reserves	4,955,072		4,955,072	4,955,072
	4,955,072		4,955,072	4,955,072

Budget Usage		Date: 12/05/2012	Page: 1 / 1
Financial Management Area	1000 Travis County	FM Payment Budget	
Fiscal Year	2013	Version	0
Fund/Group	0115	Functional Area/Group	*
Funded Program/Group	*	Year of Cash Effectivity	
[REDACTED]		[REDACTED]	
FdsCtr/CmntItem			
1980000000 Reserves			
[REDACTED]			

## Item 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning & Budget *LB*

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### 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 \$1,380,972.18 for the period of December 7 to December 13, 2012.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,380,972.18.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,380,972.18

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742  
Diane Blankenship, 854-9170  
Jessica Rio, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** December 21, 2012

**TO:** Members of the Travis County Commissioners Court

**FROM:** John Rabb, Benefits 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:** December 7, 2012 to December 13, 2012

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,380,972.18

**HRMD RECOMMENDATION:** The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,380,972.18.

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  
DECEMBER 7, 2012 TO DECEMBER 13, 2012**

- 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) (Bank of America)**
- 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: December 21, 2012  
 TO: Nicki Riley, County Auditor  
 FROM: Norman McRee, HR Financial Analyst  
 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: December 7, 2012  
 TO: December 13, 2012

**REIMBURSEMENT REQUESTED: \$ 1,380,972.18**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,691,960.47
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 18, 2012	\$ (1,319,676.15)
Adjust to balance per UHC	\$ 8,687.86
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,380,972.18</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,380,972.18</b>

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

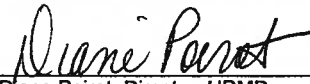
All claims over \$25,000 (8 this week totaling \$726,479.65) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

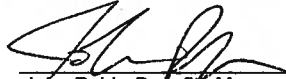
Fifteen percent (15%) of all claims under \$25,000 (\$108,067.86) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$545,771.91.

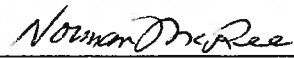
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

  
 Diane Poirot, Director, HRMD      12/17/12  
 Date

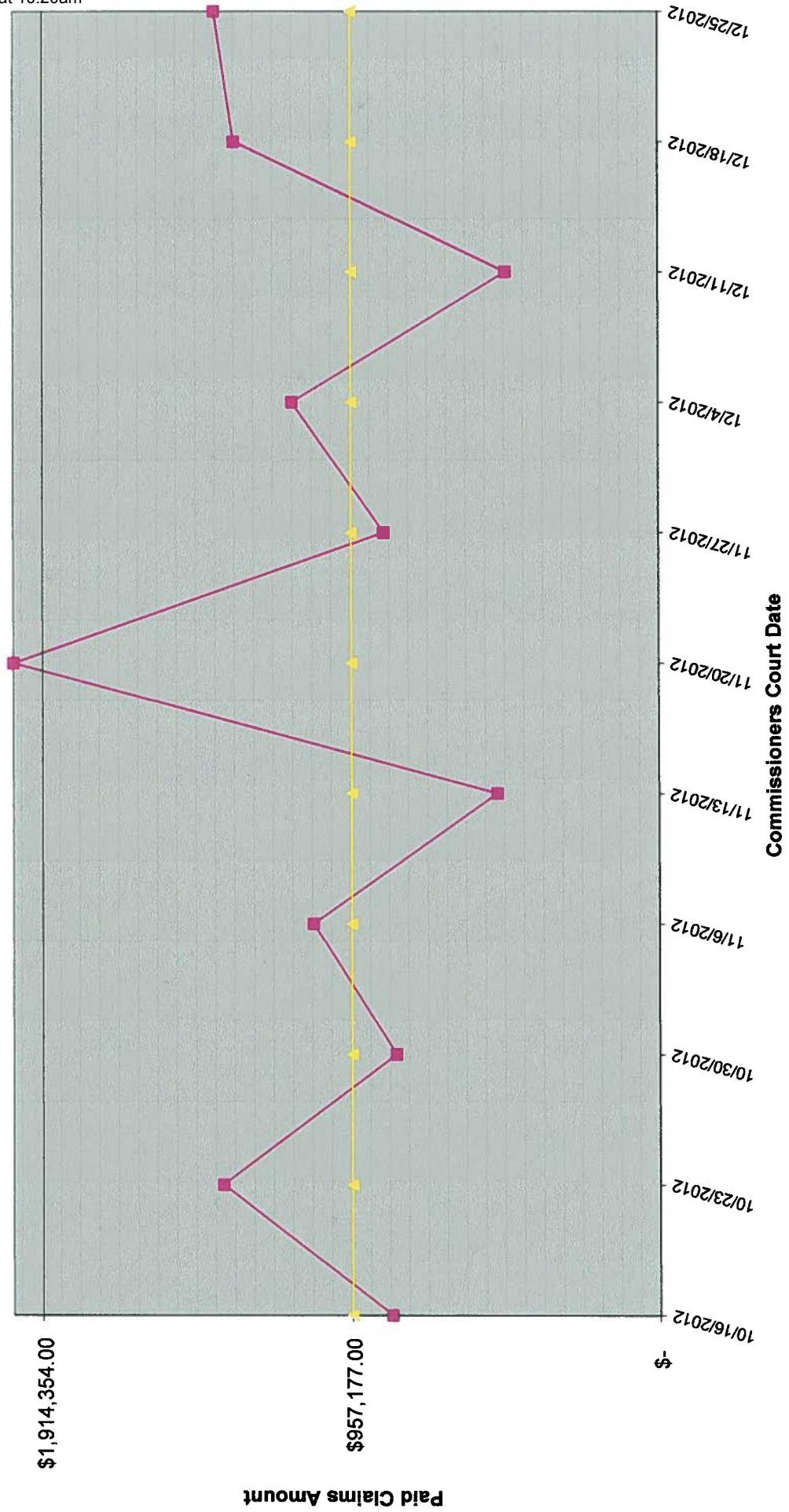
  
 John Rabb, Benefits Manager      12/14/12  
 Date

  
 Shannon Steele, Benefits Administrator      12/14/12  
 Date

  
 Norman McRee, Financial Analyst      12/14/12  
 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 FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



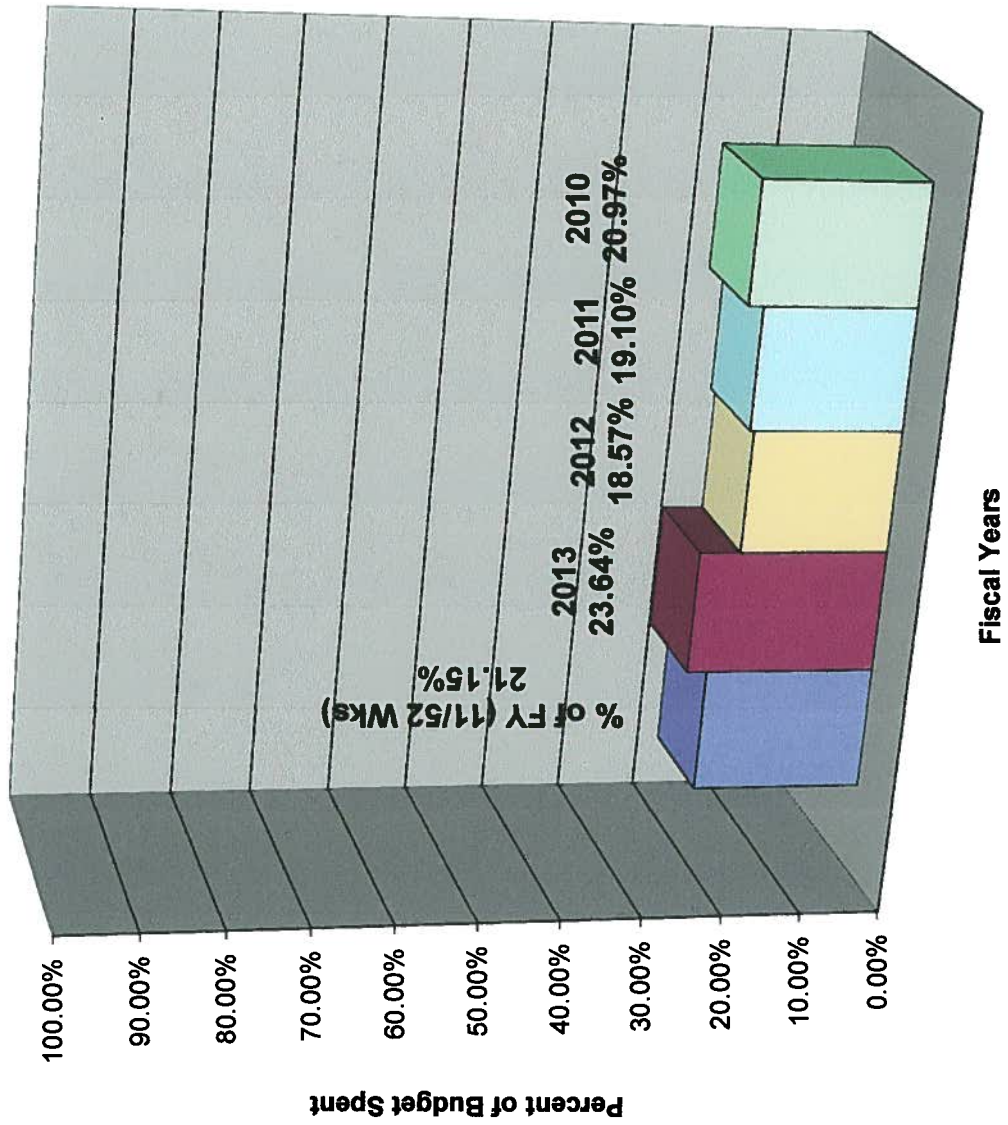
### Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
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Paid & Budgeted Claims to Date	\$ 11,766,787.91	\$ 10,528,949.54
Paid Claims less Total Weekly Budget		\$ 1,237,838.37

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 11



**Norman McRee**

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**From:** SIFSFX@UHC.COM  
**Sent:** Friday, December 14, 2012 12:09 AM  
**To:** Norman McRee  
**Subject:** UHG FUNDING NOTIFICATION

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

**NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY**

**DATE:** 2012-12-14                      **REQUEST AMOUNT:** \$2,691,960.47

**CUSTOMER ID:** 00000701254  
**CONTRACT NUMBER:** 00701254 00709445  
**BANK ACCOUNT NUMBER:** 385015850067                      **ABA NUMBER:** 011900445  
**FUNDING**                      **ADVICE FREQUENCY:** DAILY  
**FREQUENCY:** FRIDAY    **INITIATOR:** CUST    **METHOD:** ACH    **BASIS:** BALANCE

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**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-12-13	\$22,793.86
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$2,645,247.14</b>
+ CURRENT DAY NET CHARGE:	\$46,713.33
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$2,691,960.47</b>

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**ACTIVITY FOR WORK DAY: 2012-12-07**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$491,219.76	\$00.00	\$491,219.76
<b>TOTAL:</b>	<b>\$491,219.76</b>	<b>\$00.00</b>	<b>\$491,219.76</b>

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012\_12\_13

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	11297878	AA	1	12/10/2012	100	12/12/2012	12/13/2012
701254	632	\$ 0.01	QG	11297878	AE	6	12/10/2012	100	12/12/2012	12/13/2012
701254	632	\$ 0.01	QG	11297878	AE	6	12/10/2012	100	12/12/2012	12/13/2012
701254	632	\$ 0.01	QG	11297878	AE	6	12/10/2012	100	12/12/2012	12/13/2012
701254	632	\$ 0.01	QG	11297878	AA	5	12/10/2012	100	12/12/2012	12/13/2012
701254	632	\$ 0.01	QG	11297878	AA	7	12/10/2012	100	12/12/2012	12/13/2012
701254	632	\$ (0.80)		352274	AH	1	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (0.80)		352273	AH	1	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (0.88)		352276	AH	8	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (1.63)		352146	AH	8	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (2.58)		352147	A	2	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (2.87)	RI	23575300	AH	8	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (2.94)	RI	12689690	AH	1	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (24.81)	RI	12689680	AH	8	12/12/2012	50	12/14/2012	12/13/2012
701254	632	\$ (106.23)	PH	73627160	AA	18	12/8/2012	50	12/14/2012	12/13/2012
701254	632	\$ (126.00)	QG	70649430	AH	7	12/7/2012	50	12/13/2012	12/13/2012
701254	632	\$ (136.72)	QG	81097868	AH	8	8/29/2012	50	12/13/2012	12/13/2012
701254	632	\$ (200.00)	QG	80851495	AH	3	12/8/2012	50	12/14/2012	12/13/2012
701254	632	\$ (913.00)	QG	31040652	AE	8	12/6/2012	50	12/12/2012	12/13/2012

1,380,972.18



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

For the payment week ending: 12/13/2012

<b>CONTR_#</b>	<b>TRANS_AMT</b>	<b>SRS</b>	<b>CHK_#</b>	<b>GRP</b>	<b>ACCT#</b>	<b>ISS_DATE</b>	<b>TRANS_CODE</b>	<b>TRANS_DATE</b>
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**Total:** \$0.00

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/13/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 84,527.65
	RR	1110068956	516110	\$ 5,727.22
			<b>Total CEPO</b>	<b>\$ 90,254.87</b>
EPO	EE	1110068956	516030	\$ 165,593.43
	RR	1110068956	516130	\$ 10,886.46
			<b>Total EPO</b>	<b>\$ 176,479.89</b>
PPO	EE	1110068956	516020	\$ 1,099,851.74
	RR	1110068956	516120	\$ 14,385.68
			<b>Total PPO</b>	<b>\$ 1,114,237.42</b>
			<b>Grand Total</b>	<b>\$ 1,380,972.18</b>

## Item 5



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 12/21/12

**Prepared By/Phone Number:** Cynthia Lam-Roldan, 854-4822

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

A handwritten signature in blue ink, appearing to be "JB".

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine request from Criminal Justice Planning for a variance to Travis County Code § 10.03011, Lateral Transfer.

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

Attached are Personnel Amendments for Commissioners Court approval.

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

**B. Non-Routine Personnel Action – Pages 6 - 8.**

**Criminal Justice Planning** requests approval for a lateral transfer with a decrease in pay – Travis County Code § 10.03011, Attorney III, PG 25. HRMD has reviewed supporting documentation and concurs with the request.

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

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Diane Poirot, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



## Human Resources Management Department

700 Lavaca Street, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

**December 21, 2012**

**ITEM # :**

**DATE:** December 14, 2012

**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:** Leslie Browder, County Executive, Planning and Budget *LB*

**FROM:** Diane Poirot, Director, HRMD *DP*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

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

**B. Non-Routine Personnel Action – Pages 6 - 8.**

**Criminal Justice Planning** requests approval for a lateral transfer with a decrease in pay – Travis County Code § 10.03011, Attorney III, PG 25. HRMD has reviewed supporting documentation and concurs with the request.

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

LB/DP/TLO

### Attachments

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
County Atty	69	Office Spec	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
County Atty	96	Office Spec	12 / Midpoint / \$34,621.60	12 / Midpoint / \$34,621.60
County Atty	230	Office Spec	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
County Clerk	137	Court Clerk Asst	11 / Level 1 / \$27,206.40	11 / Level 1 / \$27,206.40
Criminal Courts	191	Business Analyst III	26 / \$81,688.60	26 / \$81,688.60
Criminal Justice Planning	70	Case Worker	16 / Minimum / \$37,024.00	16 / Minimum / \$37,024.00
Emergency Medical Service	7	Star Flight Helic Pilot Sr	26 / \$73,444.80	26 / \$73,444.80
ITS	2	Systems Architect I	28 / \$85,000.00	28 / \$85,000.00
Pretrial Services	91	Chem Dependency Counselor	16 / Level 2 / \$39,249.60	16 / Level 2 / \$39,249.60
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	50050	Office Asst	10 / \$11.87	10 / \$11.87	05
HHS	20094	Office Spec	12 / \$13.59	12 / \$13.59	02
HHS	50070	Interpreter Sign Language IV	22 / \$34.00	22 / \$34.00	05
TNR	50089	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
<b>**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).</b>					

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	274	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	602	Deputy Sheriff Law Enfrmnt* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$54,414.67	\$58,681.38	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	650	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1061	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>County Atty</b>	Slot 150 / Attorney VII / Grd 30 / \$50,705.72	<b>County Atty</b>	Slot 186 / Attorney VII / Grd 30 / \$50,705.72	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Criminal Justice Planning</b>	Slot 44 / Case Worker / Grd 16 / \$39,412.46	<b>Criminal Justice Planning</b>	Slot 44 / Case Worker / Grd 16 / \$43,411.80	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>District Atty</b>	Slot 124 / Attorney IV* / Grd 27 / \$77,956.53	<b>District Atty</b>	Slot 214 / Attorney IV* / Grd 27 / \$77,956.53	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>District Atty</b>	Slot 214 / Attorney III* / Grd 25 / \$68,095.87	<b>District Atty</b>	Slot 124 / Attorney III* / Grd 25 / \$68,095.87	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>ITS</b>	Slot 82 / Administrative Asst I* / Grd 13 / \$38,791.17	<b>ITS</b>	Slot 82 / Purchasing Clerk III / Grd 14 / \$40,730.73	Promotion. Pay is between midpoint and max of pay grade.
<b>ITS</b>	Slot 111 / Systems Engineer I / Grd 23 / \$65,000.00	<b>ITS</b>	Slot 23 / Systems Engineer II / Grd 25 / \$70,000.00	Promotion. Pay is between min and midpoint of pay grade.
<b>JP Pct 4</b>	Slot 6 / Court Clerk I / Grd 13 / \$33,538.41	<b>JP Pct 4</b>	Slot 4 / Court Clerk II / Grd 15 / \$36,691.20	Promotion. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 1656 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$55,962.82	<b>Sheriff</b>	Slot 1656 / Deputy Sheriff Law Enfrmnt / Grd 72 / \$52,301.81	Error correction to Pers Amend 11/27/12. Correcting position, pay grade and salary.
<b>Sheriff</b>	Slot 1678 / Telecomm 911 Spec Sr / Grd 16 / \$44,880.58	<b>Sheriff</b>	Slot 1290 / Telecomm 911 Spec Supv / Grd 18 / \$52,977.60	Promotion. Pay is at midpoint of pay grade.
<b>Sheriff</b>	Slot 1860 / Corrections Ofcr / Grd 81 / \$44,368.27	<b>Sheriff</b>	Slot 559 / Corrections Ofcr* / Grd 81 / \$44,368.27	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>TNR</b>	Slot 146 / Accountant Assoc / Grd 14 / \$36,159.76	<b>ITS</b>	Slot 50 / Purchasing Clerk III / Grd 14 / \$36,160.00	Lateral transfer. Employee transferred to different slot, different position, different department, same pay grade. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				



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

<b>NON-ROUTINE – Lateral Transfer</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Criminal Justice Planning</b>	Slot 60 / Attorney III / Grd 25 / \$74,371.23	<b>Criminal Justice Planning</b>	Slot 71 / Attorney III / Grd 25 / \$68,096.00	Lateral Transfer. Employee transferred to different slot, same position, same department, same pay grade. Pay reduction. Pay is between min and midpoint of pay grade. Travis County Code § 10.03011.

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

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

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

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

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

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



**Human Resources Management Department**

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

**MEMORANDUM**

**DATE:** December 14, 2012

**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:** Leslie Browder, County Executive, Planning & Budget Office *LB*

**FROM:** Diane Poirot, Director of Human Resources *DP*

**SUBJECT:** Criminal Justice Planning - Non-Routine Salary Action, Slot 71

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

**Criminal Justice Planning Request:**

The Criminal Justice Planning Department (CJP) requests approval to decrease the current salary of one Attorney III to coincide with a lateral transfer from a General Fund position to a grant-funded position. The employee is currently an Attorney III in a General Fund position (Slot #60) and has a salary of \$74,371.23. The employee has requested a lateral transfer to a grant-funded position (Slot #71) which is funded at the amount of \$68,096.00. The salary decrease is \$6,275.23, which translates to approximately 8.4%. The action would apply to the following slots:

**From:**

<u>Dept</u>	<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
CJP	60	Attorney III	25	\$74,371.23

**To:**

<u>Dept</u>	<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
CJP	71	Attorney III	25	\$68,096.00

*6*

**Policy**

Travis County Code §10.03011(b) states that if a lateral transfer is to the same job in the same department, the pay remains unchanged.

**Issues**

In this case, the amount of grant funding does not equal the employee's current salary. The employee has been notified of the salary implications of taking the position and has decided to accept the position due to a strong belief in the value of the grant program.

**Recommendation**

HRMD recommends approval of the salary action. Despite the salary implications, the employee has decided it is in best interest to make the lateral transfer and accept the position at the grant-funded rate. Since both the employee and the department believe they will benefit from the move, HRMD concurs with the decision. The effective date is December 27, 2012.



# **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger W. Jefferies, County Executive**  
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

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

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

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

## **MEMORANDUM**

**To: Todd Osburn, HRMD Compensation**

**From: Roger Jefferies, JPS County Executive**

**Date: December 12, 2012**

**Subject: Non-routine Personnel Amendment**

The Office of Child Representation (OCR) has recently been awarded a portion of the Health and Human Services Parenting in Recovery II grant. The funding is for an Attorney III position within the OCR for the next two years.

[redacted] a current OCR employee and has expressed [redacted] would like to be a part of this program. [redacted] requested to transfer from [redacted] Attorney III slot to the grant slot. [redacted] aware that this is a grant program and it will expire in two years.

We are requesting to transfer [redacted] from slot 60 into the newly created grant slot 71. [redacted] pay will decrease with this transfer. [redacted] salary will go from \$74,371.23 to \$68,096.

I have attached the manual Personnel Action Form and Pay Determination Guide with this memo. If you have any questions, please feel free to contact me at 854-4759.

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## Item 6



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:**

Patrick Strittmatter, 4-1183, Marvin Brice, 4-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: APPROVE CONTRACT AWARD FOR TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDING 130 SMOKE DETECTION PROJECT, IFB NO. 1209-007-PS, TO THE LOW BIDDER, BECKWITH ELECTRONIC SYSTEMS, LLC.**

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

This project primarily consists of the contractor providing materials and replacing the old devices on the existing smoke detection system with new intelligent devices, for Building 130 in the Travis County Correctional Complex.

Subject IFB was opened November 21, 2012, with one (1) bid received in response to the solicitation. The Sheriff's Office has reviewed the bid and recommends, and Purchasing concurs with the award of the contract to the low bidder, Beckwith Electronic Systems, LLC for a total of \$76,652.00. The bid was found to be fair and reasonable, being within \$1,700.00 of the \$75,000.00 project budget.

In receiving feedback from three (3) contractors (Cardel Systems, Koetter Fire Protection, and Dyezz Fire Controls), none of these had submitted bids after reviewing the project, due to these contractors not being distributors, nor authorized to work on the existing EST (Edwards System Technology) smoke detection system. A fourth contractor (MCS Fire and Security), which is the only other local contractor authorized to distribute and work on EST systems, in addition to Beckwith, was aware of this project, but was unable to submit a bid with workload and personnel issues.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$76,652.00

Contract Type: Construction

Contract Period: 120 working days

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 32

Responses Received: 1

HUB Information: Yes\*

% HUB Contractor: 100.00%

\*Contractor is a HUB and will be self-performing the project work.

**Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Shopping Cart in SAP: 1000002964

Cost Center(s): 1378000001

Comments:

## Bid #1209-007-PS - Travis County Correctional Complex Building 130 (1) Smoke Detection Project

Creation Date **Sep 26, 2012**

End Date **Nov 21, 2012 2:00:00 PM CST**

Start Date **Oct 31, 2012 10:32:25 AM CDT**

Awarded Date **Not Yet Awarded**

1209-007-PS--01-01 TCCC Building 130 (1) Smoke Detection Project Base Bid					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Beckwith</u>	First Offer - \$76,652.00	1 / lump sum	\$76,652.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> seventy six thousand six hundred fifty two dollars <b>Total Amount Text:</b> seventy six thousand six hundred fifty two dollars <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes: Type Bid Amount in Words:</b> seventy six thousand six hundred fifty two dollars		

**Supplier Totals**

<u>Beckwith</u>		<b>\$76,652.00</b>
Bid Contact	<b>Sean Chandler</b> <a href="mailto:schandler@besllc.com">schandler@besllc.com</a> <b>Ph 512-275-1441</b>	Address <b>8906 Wall Street, Ste 301</b> <b>Austin, TX 78754</b>
Qualifications	<b>HUB</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

**\*\***All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**MEMORANDUM**

**TO:** Patrick D. Strittmatter, Construction A & E Procurement Specialist  
**Via:** Marvin Brice, CPPB  
**FROM:** Steven Wentrcek  
**DATE:** November 28, 2012  
**SUBJECT:** Award Recommendation Memo Bid #1209-007-PS- Travis County Correctional Complex Building 130 (1) Smoke Detection Project

This is the Award Recommendation for the Travis County Correctional Complex Building 130 (1) Smoke Detection Project. It should be awarded to the low bidder/Only bidder, Beckwith. The liquidated damages for not meeting substantial completion will be \$100 per day.

<b>Total Bid Price</b>	:	\$	76,652.00
------------------------	---	----	-----------

Sheriff's Office Work Order number: 252784  
Sheriff's Office Requisition Request number: 5714  
Account number: 1378000001  
Shopping Cart Number 100002964  
Estimated schedule: 120 Days  
Liquidated damages: \$100/Per Day

Please contact me with any questions at 45209. Your assistance in this matter will be greatly appreciated.

**CC:**  
Ron Rizzato (memo only)  
Major Long (memo only)



**AGREEMENT FOR CONSTRUCTION SERVICES  
CONTRACT NO. 4400001142**

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **Beckwith Electronic Systems, LLC** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the Travis County Correctional Complex Building 130 Smoke Detection Project (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "Travis County Correctional Complex Building 130 (1) Smoke Detection Project"), IFB No. 1209-007-PS are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **120 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$100.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

## ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$76,652.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$38,708.00** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **\$37,944.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

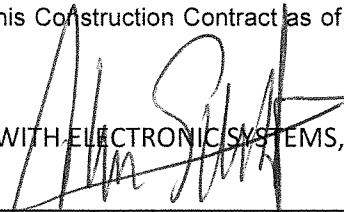
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

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

BECKWITH ELECTRONIC SYSTEMS, LLC

By:  \_\_\_\_\_  
Name: Thomas Schluter  
Title: President  
Date: December 10, 2012

\_\_\_\_\_  
Cyd V. Grimes, C.P.M., CPPO,  
Travis County Purchasing Agent

APPROVED AS TO FORM BY:

\_\_\_\_\_  
County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
County Auditor

COPY

## Item 7



# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, December 21, 2012

**Prepared By/Phone Number:** C.W. Bruner, 854-9760

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Consider and take appropriate action on the following for Property and Boiler/Machinery Insurance:**

- A. Approve twelve-month extension (Modification No. 6) to Contract No. 4400000146 (HTE Contract No. 11T00034OJ), Higginbotham Insurance Agency, Inc., formerly known as Key & Piskuran Insurance Agency, for property and boiler/machinery insurance; and
- B. Reject terrorism coverage under the Terrorism Risk Insurance Act of 2002 (TRIA), and authorize the County Judge to sign the TRIA Policy Disclosure Statement.

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

This contract provides insurance coverage for Travis County property and boiler/machinery equipment countywide.

Purchasing concurs with HRMD's recommendation to exercise its first option to renew the contract with Key & Piskuran Insurance Agency, and with Affiliated FM as the underwriter. The renewal rate will be \$0.0435 per \$100.00 of value. The estimated premium is \$411,293.00, which includes engineering services to be provided by Affiliated FM. The Risk Management Office does not recommend the optional TRIA coverage.

This Modification No. 6 will extend the contract for the property and boiler/machinery insurance with Higginbotham Insurance Agency, Inc for an additional twelve months, from January 1, 2013 to January 1, 2014

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification No. 5 approved assignment of contract to Higginbotham Insurance Agency, Inc from Key & Piskuran Insurance Agency.

Modification No. 4 added a HHS facility to the contract, effective July 27, 2012. The contract amount was increased by \$446.00, to \$389,797.00. The Purchasing Agent signed the modification on September 9, 2011.

Modification No. 3 extended the contract for the property and boiler/machinery insurance with Key & Piskuran Insurance Agency for an additional twelve months, from January 1, 2012 to January 1, 2013.

Modification No. 2 added the SMART facility to the contract, effective August 23, 2011. The contract amount was increased by \$519.00, to \$389,870.00. The Purchasing Agent signed the modification on October 7, 2011.

Modification No. 1 deleted a facility (5335 Airport Boulevard), and added a facility (4717 Heflin Lane), to the contract. The premium increased by \$8.00, from \$389,343.00 to \$389,351.00. The Purchasing Agent signed the modification on April 14, 2011.

➤ **Contract Expenditures:** Within the last twelve (12) months \$389,870.00 has been spent against this contract/requirement.

➤ **Contract Modification Information:**

Modification Amount: \$411,293.00

Modification Type: Requirements

Modification Period: January 1, 2013 to December 31, 2013

➤ **Funding Information:**

SAP Shopping Cart # / Funds Reservation #: 300000423

Funding Account(s):

Comments:



Updated 12-18-12 at 10:20am

## *Human Resources Management Department*

700 Lavaca St. Suite 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-3128

# Memorandum

December 14, 2012

To: Cyd Grimes, County Purchasing Agent  
From: William Paterson, Risk Manager, HRMD  
Re: Property & Boiler & Machinery Insurance

It is the recommendation of Risk Management that Travis County exercise its option to renew the contract with Key & Piskuran Insurance Agency a Higginbotham Company with Affiliated FM as the carrier. The renewal rate will be .0435 per \$100 of value. Staff does not recommend accepting the optional (certified or non-certified) Terrorism Coverage. The estimated premium is \$411,293.00, which includes engineering services to be provided by Affiliated FM. The Cost Center from which the premium will be paid from is # 1110048955, GL Code 515430 Property Insurance Premium under contract # 4400000146. If you have any questions please call me at 854-9650. Thank you.

CC: Diane Poirot, Director HRMD  
C.W. Bruner/Purchasing

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

**Insured Name: Travis County**

**Date: 10/25/12**

**Account Number: 1- 51496**

**Insurer Name: Affiliated FM Insurance Company**

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY PROGRAM YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF 1/1/13, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.**

\_\_\_\_\_ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of **\$17,500**. This premium does not include applicable taxes or surcharges.

\_\_\_\_\_ I hereby decline this offer of coverage for terrorist acts covered by the act.

\_\_\_\_\_  
Policyholder/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Page**

**(SAP # 4400000146)**

<b>ISSUED BY:</b>  PURCHASING OFFICE 700 LAVACA STREET, 8 <sup>TH</sup> FLOOR AUSTIN, TX 78701	<b>PURCHASING AGENT ASST:</b>  CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	<b>DATE PREPARED:</b>  <b>December 11, 2012</b>
<b>ISSUED TO:</b> 1000010965 Higginbotham Insurance Agency, Inc. Attn: Mr. Carrol Key 2313 Roosevelt Drive, Suite A Arlington, Texas 76094-0672	<b>MODIFICATION NO.:</b>  <p style="text-align: center;"><b>6</b></p>	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b>  <b>December 28, 2010</b>

<b>ORIGINAL CONTRACT TERM DATES: <u>January 1, 2011 - December 31, 2011</u></b>	<b>CURRENT CONTRACT TERM DATES: <u>January 1, 2013 – December 31, 2013</u></b>
---	--

**FOR TRAVIS COUNTY INTERNAL USE ONLY:** Original Contract Amount: \$389,343.00 Current Modified Amount \$411,293.00.

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

This modification number six (6) is made by the following parties: Higginbotham Insurance Agency, Inc., formerly known as Key and Piskuran Insurance Agency (“Contractor”) and Travis County, Texas (“County”).

**RECITALS:**

County and Contractor entered into a contract for property, boiler and machinery insurance coverage that began January 1, 2011. Paragraph 1.2 of the Contract authorizes County to extend the Contract for three additional one year periods. County exercised its first option to extend from January 1, 2012 to December 31, 2012. County desires to exercise its second option to extend the Contract. During any exercised option period, all terms and conditions remained unchanged except the term of the contract being extended and the rate changes in compliance with 1.0.

**AGREEMENT TO AMEND CONTRACT**

Contractor and County agree to amend the Contract as follows:

- 1.0 **EXERCISE OF OPTION**
  - 1.01 Pursuant to 1.2 of the Contract, Travis County exercises its option to extend this agreement for the second option period from January 1, 2013 and ends December 31, 2013.
  - 1.02 The annual premium for property insurance, including boiler and machinery for the second option term shall be calculated at the rate of \$0.0435 per hundred dollars of property covered per year.
  - 1.03 The engineering fee for the second option term is \$10,185.
- 2.0 **RATIFICATION OF TERMS** Contractor and ratify all terms and conditions of the contract as amended in this modification.

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

LEGAL BUSINESS NAME: _____  BY: _____ SIGNATURE  BY: _____ PRINT NAME  TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE: _____
--	---

TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
--	-------------

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



## Item 8



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** David Walch, 46663; Marvin Brice CPPB

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract No. 4400001242, Two Words Therapy Works, Inc., to provide Trauma Focused Therapy for youth referred from the COPE Mental Health Court and Crossover Unit.

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

The Contractor will provide professional confidential Trauma Focused Therapy for youth identified and referred by the Travis County Juvenile Probation Department in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

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

- **Contract-Related Information:**

Award Amount: As-Needed

Contract Type: Professional Services Agreement

Contract Period: December 21, 2012 – September 30, 2013  
Auto-Renewal

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Grant: 800258; Internal Order: 100609; Product Code: 85121701; Commitment Item: 511010

Comments: As Needed contract.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

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

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** New Contract: TherapyWorks, Inc.  
Trauma Focused Equine Assisted Therapy – COPE Mental Health Court and Crossover Unit

**DATE:** November 14, 2012

The Travis County Juvenile Probation Department is interested in entering into a contract with TherapyWorks, Inc., to provide trauma focused equine assisted therapy for youth referred to the department through the COPE Mental Health Court and Crossover Unit.

The following are the funding details for this contract:

**Grant:** 800258  
**Internal Order:** 100609  
**Product Code:** 85121701  
**Commitment Item:** 511010

Included in this packet is a Scope of Services (Attachment A) and a Fee Schedule (Attachment B).

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza, Financial Manager at 854-7008.

**Cc:** David Walch  
Sylvia Mendoza  
Barbara Swift  
Gail Penney-Chapmond  
Chris Hubner

EPM:sm



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ADMINISTRATIVE SERVICES  
COURT SERVICES  
DETENTION SERVICES  
DOMESTIC RELATIONS OFFICE  
PROBATION SERVICES  
RESIDENTIAL SERVICES

## MEMORANDUM

*Received*  
*11/1/12*

To: Estela P. Medina, Chief Juvenile Probation Officer

Through: *Barbara*  
Barbara Swift, Deputy Chief Juvenile Probation Officer

From: *Gail Penney-Chapmond*  
Gail Penney-Chapmond, Director of Specialized Services

*Approved*  
*11/5/12*  
*EM*

Date: October 15, 2012

Subject: Request to Contract

This is to request your approval to enter into a professional services contract with TherapyWorks, Inc. to provide Trauma Focused Equine Assisted Therapy for the COPE Mental Health Court and the Crossover unit youth who are identified for the grant Trauma Informed Assessment and Response Program, funded by the Office of the Governor Grant.

Please see attachment: Resume, Scope of Services and Fee Schedule.

Cc: Chris Hubner

## **Attachment A Scope of Services**

CONTRACTOR, TherapyWorks, Inc., shall provide professional Trauma Focused Equine Assisted Therapy for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

1. Youth will be identified and referred to CONTRACTOR by the Department for trauma focused therapy through use of horses and a trauma focused equine program.
2. The Department will designate what type of therapy (individual or family) that is to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their family priority in scheduling appointments for therapy when possible.
4. CONTRACTOR agrees to contact the COPE and/or Crossover Manager within twenty-four (24) hours when a youth or family member does not attend a scheduled appointment or a therapy session is cancelled.
5. CONTRACTOR may terminate services with approval from the COPE and/or Crossover Manager if the family cancels or does not appear at three (3) consecutively scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. If equine therapy is designated by the Department, then CONTRACTOR shall provide equine therapy services to youth/family participants of COPE or individual sessions for the youth of the Crossover Unit as follows:
  - 7.1 Sessions will be in the CONTRACTOR'S community- based setting.
  - 7.2 The first session will be provided within five (5) working days after the initial intake.
  - 7.3 The length of each individual session will be 60 minutes in duration for twelve (12) weeks. The number of sessions may be increased if authorized in writing by the Department.
  - 7.4 The hours and availability will vary by season (winter/summer) – and will follow the timeline listed: Winter hours will be Saturdays and Sundays 9 a.m. to 4 p.m. with Thursday and Friday evening appointments, as needed. Summer hours will

be Thursday and Friday evenings from 4 p.m. to 8 p.m., Saturday mornings 9 a.m. to 12 noon and Sunday afternoons, as needed.

A one-time only six (6) week mid-program will take place November 1 to December 15, 2012. The regular twelve (12) week program will follow thereafter and adhere to the following schedule:

January 15-April 15  
May 15 – August 15  
September 15 - December 15

- 7.5 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need of increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE individual/family case plan or Crossover Unit case plan or any additional goals set forth by the CONTRACTOR.
- 7.6 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.7 All sessions will be completed within nine (9) months of the initial intake session.
- 7.8 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions are decreased due to either lack of progress in the therapy sessions or termination of therapy.
- 7.9 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from the Department.
- 7.10 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The therapist will also provide any information on the youth's progress with therapy.
- 7.11 CONTRACTOR will provide a final progress report that will include outcome information, as well as a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

**ATTACHMENT B**  
**FEE SCHEDULE**

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services for TherapyWorks, Inc., Attachment A, Travis County Juvenile Probation Department shall pay Contractor at a rate of:

Trauma Focused Equine (individual therapy).....\$65.00 per session

Trauma Focused Equine (family therapy).....\$80.00 per session

### **OBJECTIVE**

To obtain a meaningful and challenging position which enables me to utilize my knowledge and experience

### **HIGHLIGHTS OF QUALIFICATIONS**

- 20 years experience in the mental health and substance abuse fields
- Specialized in providing equine-assisted psychotherapy to children, youth and their families
- Specialized in working with trauma, domestic violence, mental illness, and substance abuse
- Specialized training in working with children, couples and families
- Experienced in working with groups, families and individual clients
- Experienced in accessing community resources

### **EXPERIENCE**

#### **Therapist**

TherapyWorks

February 2008 to present

Provided animal assisted psychotherapy, play therapy and traditional talk therapy to children and adults.

#### **Child and Family Therapist**

The Salvation Army

January 2007 to May 2011

Assessed and treated emotionally disturbed children and their families in a homeless shelter, utilizing client-focused, systems and strengths-based techniques to address:

- ADHD
- Bipolar Disorder
- Depression
- Anxiety
- Academic issues
- Behavioral issues
- Conduct Disorder
- Physical, sexual and emotional abuse
- Violence
- Trauma
- Substance abuse

#### **Group Leader**

Austin Depression Support Group

September 2007 to January 2009

Led support groups assisting people struggling with depression and anxiety to find comprehensive solutions to living with these symptoms.

#### **Instructor**

Informal Classes, University of Texas

August 2007 to January 2009

Led two classes to provide education for the general public regarding depression and anxiety disorders.



**Counselor Intern**

ATC-MHMR

February 2004 to November 2006

- Completed counseling practicums addressing various issues including:
  - Trauma, including male and female sexual assault or abuse
  - War-related trauma
  - Domestic violence
  - Mixed families
  - Marital issues
  - Relationship patterns
  - Mental illness
  - Polysubstance abuse
  - Family of origin dysfunction
  - Parenting issues
  - Marital issues
  - Grief, death and dying

**Mental Health Caseworker**

ATC-MHMR

August 1992 to February 2004

- Assessed mental health clients
- Assessed substance abuse clients
- Referred clients to community resources
- Made recommendations to treating psychiatrist
- Assisted with daily living issues
- Developed treatment plans
- Handle daily paperwork, including patient treatment forms.
- Database management

**Intern**

Austin State Hospital

May 1991 to August 1992

Provided one-to-one interaction with a small caseload of clients in an inpatient psychiatric setting for long-term care.

**Educator**

Parents Anonymous

January 1991 to May 1991

Led a mandatory educational program for parents involved with the Child Protective Services program. Led a play therapy group with children.

**EDUCATION**

Master's Degree in Counseling , Marriage and Family Therapy emphasis, St. Edward's University, 2006

Bachelor's Degree in Psychology, University of Texas at Austin, 1992

**LICENSING**

Licensed Professional Counselor, State of Texas

**PROFESSIONAL ASSOCIATIONS**

Member of the American Counseling Association

## **EXPERIENCE**

### **February 2008 – Present**

#### **TherapyWorks, Licensed Professional Counselor**

Therapy sessions for adults and children utilizing equine facilitated psychotherapy and other forms of psychotherapy. LPC supervision services.

### **March 2007- Present**

#### **Private Practice, Licensed Professional Counselor**

Therapy sessions providing counseling for individuals, facilitator of community depression support groups, and LPC intern supervision services. Equine assisted psychotherapy and learning with horses and children.

### **June – October 2008**

#### **The Salvation Army Passages Program**

Provided intake and needs assessment as well as case management for homeless individuals, families and children. Collaborating effectively with community services was an integral part of this assignment.

### **April – May 2007**

#### **Marbridge Ranch Summer Camp**

Overnight camp counselor for cognitively challenged young adults. Provided overnight supervision of campers and daily updates to families.

### **September 2002 – March 2007**

#### **Austin Travis County Mental Health and Mental Retardation**

##### **Crisis Stabilization Unit**

(24 hour psychiatric crisis stabilization unit serving the culturally diverse population of Austin and central Texas ) Therapist for individuals in crisis, including those experiencing serious and chronic mental illness. Responsible for intake, orientation, and treatment in residential crisis unit. Coordinated treatment planning and follow up with resident psychiatrists, nurses, unit director, and primary care team to provide continuity of care. Developed and conducted individual therapy and crises management sessions as well as conducted daily group sessions. De-escalation and PMAB techniques were utilized when appropriate. An integral and rewarding facet of this position included serving as the interface for the agency and clients working with families and community agencies. This included patient and family education on illness and utilizing resources and also providing training to provide clients with skills to best manage symptoms and avoid relapse. Arrangements for effective follow up care emphasized. I effectively communicated with clients, family members, agencies and other treatment team members with a goal of optimizing outcome.

### **January 2001- August 2002**

#### **The Settlement Home**

(Therapeutic Treatment Center for Adolescent Girls in Foster Care)

Master's internship- Worked with teenagers with PTSD, abuse histories, and a variety of mental/emotional challenges in a therapeutic residential setting focusing on empowering girls with tools to overcome these challenges. Initiated animal care program assisting and supervising girls as volunteers through the Humane Society.

### **Additional experiences**

LPC Supervisor  
EAGALA trained in equine-assisted psychotherapy and learning  
Service-learning program experience  
Hospice work  
Head injury rehabilitation experience  
S.T.E.P. program instructor (Systematic Training for Effective Parenting)  
Victims' Services Volunteer-Austin Police Department  
Published research  
Informal Classes instructor at the University of Texas at Austin

### **EDUCATION**

Master's Degree in Counseling , St. Edward's University, 2001  
Bachelor's Degree in Psychology and Education, University of Hawaii at Hilo, 1991

### **LICENSING**

Licensed Professional Counselor, State of Texas  
Licensed Professional Counselor Supervisor, State of Texas

### **PROFESSIONAL ASSOCIATIONS**

Equine Assisted Growth and Learning Association (EAGALA)

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**TWO WORDS THERAPY WORKS, INC.**

**FOR**

**TRAUMA FOCUSED THERAPY**

**COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE  
(COPE) PROGRAM & CROSSOVER UNIT**

**CONTRACT NO. 4400001242**



**Travis County Purchasing Office**

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STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**PROFESSIONAL SERVICES AGREEMENT  
FOR INDIVIDUAL AND FAMILY COUNSELING SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Two Words Therapy Works, Inc., (the “CONTRACTOR”).

**WHEREAS**, COUNTY desires to obtain the services of a qualified counselor to provide Trauma Focused Therapy for Travis County referred participants of the Collaborative Opportunities for Positive Experiences (COPE) Program & The Crossover Unit, for Travis County and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

**1.0    DEFINITIONS**

In this Agreement,

1.1    "Commissioners Court" means the Travis County Commissioners Court.

1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3    "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4    "Parties" mean Travis County and Therapy Works, Inc.

1.5    "Is doing business" and "has done business" mean:

1.5.1    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,

1.5.2    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;

**1.5.3    but does not include**

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

1.5.3.2    any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance 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].

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

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be



performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR was the alleged or designated perpetrator.

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

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

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

\*Form is provided as Attachment E\*

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas

Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Not to exceed amount: N/A-As needed Basis
- 4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

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

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services  
2515 South Congress Avenue.  
Austin, Texas 78704.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

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

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

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

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR shall indemnify the 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.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold

further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

#### 7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 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.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

#### 7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related 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 or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E – Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Covered Contracts

#### 7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom

the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. CPPO (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Estela Medina (or her successor)  
Chief Juvenile Probation Officer  
Travis County Juvenile Probation Department  
P.O. Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Therapy Works, Inc.  
P.O. Box 1707  
Manchaca, Texas 78652

(512) 916-9832

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the

Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

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

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that



no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. 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 the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. 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 the Agreement clearly requires otherwise.

7.19.3 Headings. The headings 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 section or subsection and are not to be used in construing this Agreement.

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

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Therapy Works, Inc.**

**Travis County**

Kellen Van Houser

\_\_\_\_\_

By: Kellen Van Houser  
Name and Title (Printed) Exec. Director

By: Samuel T. Biscoe  
Travis County Judge

Date: 12/7/12

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

Approved as to Legal Form By:

\_\_\_\_\_  
Assistant County Attorney

Approved by Purchasing:

\_\_\_\_\_  
Cyd Grimes, C.P.M., CPPO Purchasing Agent

### **Attachment A Scope of Services**

**CONTRACTOR, TherapyWorks, Inc., shall provide professional Trauma Focused Equine Assisted Therapy for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:**

- 1. Youth will be identified and referred to CONTRACTOR by the Department for trauma focused therapy through use of horses and a trauma focused equine program.**
- 2. The Department will designate what type of therapy (individual or family) that is to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.**
- 3. CONTRACTOR will give these youth and their family priority in scheduling appointments for therapy when possible.**
- 4. CONTRACTOR agrees to contact the COPE and/or Crossover Manager within twenty-four (24) hours when a youth or family member does not attend a scheduled appointment or a therapy session is cancelled.**
- 5. CONTRACTOR may terminate services with approval from the COPE and/or Crossover Manager if the family cancels or does not appear at three (3) consecutively scheduled appointments or sessions.**
- 6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.**
- 7. If equine therapy is designated by the Department, then CONTRACTOR shall provide equine therapy services to youth/family participants of COPE or individual sessions for the youth of the Crossover Unit as follows:**
  - 7.1 Sessions will be in the CONTRACTOR'S community- based setting.**
  - 7.2 The first session will be provided within five (5) working days after the initial intake.**
  - 7.3 The length of each individual session will be 60 minutes in duration for twelve (12) weeks. The number of sessions may be increased if authorized in writing by the Department.**
  - 7.4 The hours and availability will vary by season (winter/summer) -- and will follow the timeline listed: Winter hours will be Saturdays and Sundays 9 a.m. to 4 p.m. with Thursday and Friday evening appointments, as needed. Summer hours will**

be Thursday and Friday evenings from 4 p.m. to 8 p.m., Saturday mornings 9 a.m. to 12 noon and Sunday afternoons, as needed.

A one-time only six (6) week mid-program will take place November 1 to December 15, 2012. The regular twelve (12) week program will follow thereafter and adhere to the following schedule:

January 15-April 15  
May 15 – August 15  
September 15 - December 15

- 7.5 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need of increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE individual/family case plan or Crossover Unit case plan or any additional goals set forth by the CONTRACTOR.
- 7.6 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.7 All sessions will be completed within nine (9) months of the initial intake session.
- 7.8 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions are decreased due to either lack of progress in the therapy sessions or termination of therapy.
- 7.9 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from the Department.
- 7.10 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The therapist will also provide any information on the youth's progress with therapy.
- 7.11 CONTRACTOR will provide a final progress report that will include outcome information, as well as a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

**ATTACHMENT B**  
**FEE SCHEDULE**

**ATTACHMENT B**  
**FEE SCHEDULE**

**For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services for TherapyWorks, Inc., Attachment A, Travis County Juvenile Probation Department shall pay Contractor at a rate of:**

**Trauma Focused Equine (individual therapy).....\$65.00 per session**

**Trauma Focused Equine (family therapy).....\$80.00 per session**

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

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

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

## II. Specific Requirements

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

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

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

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

\* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a  
\$ 2,000,000 policy aggregate



C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
  - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

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

E. Blanket Crime Policy Insurance

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

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 12/7/12  
Name of Affiant: Kerlen Van Houser  
Title of Affiant: Executive Director  
Business Name of Proponent: Therapy Works  
County of Proponent: Travis

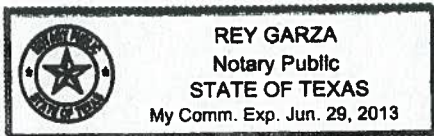
Affiant on oath swears that the following statements are true:

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

Kerlen Van Houser  
Signature of Affiant  
P.O. Box 1707, Manchaca, TX 78652  
Address

SUBSCRIBED AND SWORN TO before me by December on 7<sup>th</sup>, 2012

[Signature]



Notary Public, State of Texas  
Typed or printed name of notary Rey Garza  
My commission expires: 6-29-2013

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2012**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Cheryl Aker	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	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 .....	Julie Wheeler*	
Executive Assistant .....	Jacob Cottingham	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley*	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Interim Chief Information Officer .....	Rod Brown	
Interim Chief Information Officer .....	Walter Lagrone	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Vacant	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	

Director, Health Services Division.....Beth Devery  
 Attorney, Health Services Division.....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV.....CW Bruner, CTP  
 Purchasing Agent Assistant IV.....Lee Perry  
 Purchasing Agent Assistant IV.....Jason Walker  
 Purchasing Agent Assistant IV.....Richard Villareal  
 Purchasing Agent Assistant IV.....Patrick Strittmatter\*  
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Loren Breland, CPPB  
 Purchasing Agent Assistant IV.....John E. Pena, CTPM  
 Purchasing Agent Assistant IV.....Rosalinda Garcia  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM\*  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB  
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant III.....Vacant  
 Purchasing Agent Assistant III.....Vacant  
 Purchasing Agent Assistant II.....Jayne Rybak, CTP\*  
 Purchasing Agent Assistant II.....L. Wade Laursen\*  
 Purchasing Agent Assistant II.....Sam Francis\*  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst.....Scott Worthington  
 Purchasing Business Analyst.....Jennifer Francis

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV.....	Diana Gonzalez ..	12/16/12
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M....	03/14/13
Attorney, Transactions Division .....	Tamara Armstrong .....	03/30/13
Executive Assistant .....	Lori Duarte .....	06/15/13
Chief Information Officer .	Joe Harlow .....	07/31/13
County Auditor .	Susan Spataro, CPA .....	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P. .	09/26/13

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

**ATTACHMENT E**

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

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

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

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

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

**Do you have or do you anticipate having subcontractors under this proposed contract?**  YES  NO

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

Keilen Van Houser

26-2080 295

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

12/17/12 Keilen Van Houser  
Executive Director

## Item 9



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Vicki Skinner/854-9522

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmborg, District Attorney

**Commissioners Court Sponsor:** Judge Biscoe

*Vicki Skinner for Rosemary Lehmborg*

### AGENDA LANGUAGE:

Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the 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 (ADA) 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 ADA 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 continuing donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have assisted in enabling the District Attorney's Office to dedicate an Assistant District Attorney to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the position.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

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.

**STAFF RECOMMENDATIONS:**

The staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The \$10,000 donation from the Downtown Austin Alliance will be used to hire temporary staff.

**REQUIRED AUTHORIZATIONS:**

N/A



12-18-12 at 10:20am

**Rosemary Lehmburg ★ Travis County District Attorney**

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

**MEMORANDUM**

**TO:** Travis County Judge and Commissioners  
**FROM:** Vicki Skinner, District Attorney's Office  
**DATE:** December 10, 2012  
**SUBJECT:** Donation from Downtown Austin Alliance

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 this donation from 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**

**Update  
August 30<sup>th</sup>, 2012**

*"Community prosecution focuses on targeted areas that involve 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 Travis County District Attorney's (TCDA) Downtown Neighborhood District Attorney Initiative (Downtown NDA) began in January 2002 with a Community Prosecution Leadership grant through the U.S. Department of Justice's Bureau of Justice Assistance. The goals of the project include to:

- 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 investigative and 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; and
- serving as a link to trial courts to effectively communicate issues to prosecutors that impact the downtown community and leads to effective dispositions of cases.

Since 2003, the Downtown NDA program has been a public-private collaboration that includes funding from Travis County, City of Austin and the Downtown Austin Alliance. The donations from the Downtown Austin Alliance and 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 (ADA) to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the ADA position.

In February of 2010, Travis County Assistant District Attorney Jason English was assigned as the Downtown Neighborhood District Attorney. Other key TCDA staff that participate in various programs and initiatives connected to the Downtown NDA program include: John Neal (TCDA First Assistant District Attorney), Dayna Blazey (Director of TCDA Strategic Prosecution Division), Buddy Meyer (Director of TCDA Trial Bureau), Robert Smith (Director of TCDA Courts Division) and Darla Gay (TCDA Planning Manager for Community Justice Programs).

## **Downtown Crime Trends:**

The geographical area covered by the Downtown NDA is the Austin Police Department's Downtown Area Command. In January of 2011, the Austin Police Department readjusted/reorganized their police sector boundaries and the boundaries for the Downtown Area Command policing sector (George Sector) were changed. The new boundary lines are: **South**—Town Lake, **North**—12<sup>th</sup> Street (west of IH 35) and 11<sup>th</sup> Street (east of IH 35, **West**—Lamar Blvd, and **East**—Chicon). As of August 9, 2012, the Austin Police Department reported:

- **City-wide:**
  - Violent crime is down 3% from last year, and property crime is up 1%.
- **George Sector:**
  - Violent crime is up 13% from last year, and property crime is up 5%.

## **Downtown NDA Highlighted Initiatives FY2012 as of 08-30-12:**

During FY 2012, there were several key initiatives that were launched or continued within the Downtown NDA program, the most notable is the initiative for downtown:

### **Downtown Crime Initiative** ( May 2011 - Aug. 2012 )

**Goal:** To improve the quality of life, enjoyment and safety of residents, businesses and visitors to the downtown entertainment area by reduction of drug, violent and public disorder crimes by coordinated, enhanced enforcement, prosecution and communication between the Austin Police Department (APD), Travis County District Attorney's office (TCDA) and residents, businesses and visitors to the area.

#### **Activities:**

- Created program/screening criteria:
  - Targeted Felony Offenses: Over 60 felony offenses are included in a list of target cases including offenses related to Part I violent crimes and property crimes as well as Part II offenses including narcotic, prostitution, and weapons-related offenses. In addition the targeted offenses include resisting/evading arrest, retaliation as well as those dealing with tampering with evidence.
  - Geographic Area of Offense: **North**—10<sup>th</sup> Street, **South**—Cesar Chavez, **East**—Comal Street, and **West**--North Lamar to Comal Street
  - TCDA NDA will review offense reports referred to our office and make appropriate punishment recommendations on cases (and the NDA may adopt specific cases for personal prosecution).
  - Felony drug offenses to be included in special prosecution initiative will be reviewed by APD and the NDA and factors to be taken in consideration for

inclusion in the program include: prior arrest and criminal history, connection to drug dealing, occurrence on street in drug dealing area, quantity of drug, and whether the defendant is a known offender in downtown area.

- Held five planning meetings and with key stakeholders.
- Engaged partners in development of the program including: Austin Police Department, Crime Records Unit of Austin Police Department, Travis County DA's Trial Court Division and Records Division.
- Developed process for tracking cases within the DA's Office in order to monitor outcomes and assess dispositions.

### **Results/Impact (May 16<sup>th</sup>, 2011- August 21, 2012):**

- A total of 666 cases have been reviewed and 414 cases accepted for the program.
- 252 cases of the reviewed were rejected for the program with 60% of those cases not meeting criteria for inclusion and 25% for not being within the target area.
- 242 cases have been disposed as of August 21, 2012:
  - 20% resulted in a sentence to TDCJ-Prison and 27% to TDCJ-State Jail facility (47% to TDCJ total).
  - 23% resulted in a sentence to Community Supervision, with 12% sentenced to the County Jail and dismissing 12% either outright or pursuant to a plea bargain on another case.

### **News Articles Relating to Downtown District Attorney Initiative— Oct. 2011-August 2012:**

December 28<sup>th</sup>, 2011:

#### **New program targets repeat offenders downtown**

**With downtown becoming more residential, prosecutors, neighbors and police team up to reduce crime.**

[http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss_ece_frontpage)

March 30<sup>th</sup>, 2012:

#### **East Austin neighborhoods want downtown-style safety measures**

[http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss_ece_frontpage)

August 18<sup>th</sup>, 2012:

#### **Anti-drug program — successful in other cities — facing doubters in East Austin**

[http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss_ece_frontpage)

July 12<sup>th</sup>, 2012:

#### **Working 'The Corner': Neighbors and officials plan one more effort to save the neighborhood around 12th and Chicon**

<http://www.austinchronicle.com/news/2012-07-13/working-the-corner/print/>

August 20<sup>th</sup>, 2012:

#### **WWGD?: APD and TCDA to Pursue Innovative Approach to Drug Enforcement in East Austin**

<http://gritsforbreakfast.blogspot.com/2012/08/wwgd-apd-and-tcda-to-pursue-innovative.html>

November 9<sup>th</sup>, 2011:

**Accused tire slasher gets 10 years in prison**

[http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss_ece_frontpage)

For additional information about the Travis County District Attorney's Office  
Downtown Neighborhood District Attorney Program:

**Jason English**  
**[Jason.english@co.travis.tx.us](mailto:Jason.english@co.travis.tx.us)**  
**512-974-5257**



## Item 10

# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Vicki Skinner/854-9522

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmborg, District Attorney

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on Interlocal Agreement for Downtown Business District Attorney with the City of Austin.

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

The District Attorney's Office requests approval of the attached interlocal agreement with the City of Austin. This Interlocal Agreement for Downtown Business District Attorney continues the annual funding the District Attorney's Office has received from the City of Austin during the previous nine years. It provides \$20,000 for FY13 and, subject to the availability of funds, will automatically renew for one year unless terminated by either party by the delivery of a notice of termination at least sixty days prior to the renewal date.

Since January, 2002 an assistant district attorney (ADA) 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 ADA works closely with the Austin Police Department, the Downtown Austin Alliance and the downtown community to eliminate the illegal activity of known criminals, activities related to 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 City of Austin interlocal and the donations from the Downtown Austin Alliance have allowed the District Attorney's Office to continue dedicating an ADA to this program. The funds are used to hire temporary staff to assist in covering responsibilities so that an ADA can be assigned to the Downtown Business District.

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

We appreciate receiving funding from the City of Austin's Police Department and look forward to the continued success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

**STAFF RECOMMENDATIONS:**

The staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

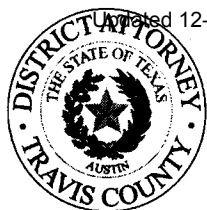
N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The Auditor's Office and the Planning and Budget Office included the revenue and budget for this interlocal in the FY2013 budget.

**REQUIRED AUTHORIZATIONS:**

Jim Connolly, Assistant County Attorney – 854-9415



Updated 12-18-12 at 10:20am

## Rosemary Lehmborg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

### MEMORANDUM

**TO:** Travis County Judge and Commissioners

**FROM:** Vicki Skinner, District Attorney's Office

**DATE:** December 14, 2012

**SUBJECT:** Interlocal Agreement for Downtown Business District Attorney

The District Attorney's Office requests approval of the attached interlocal agreement with the City of Austin. This Interlocal Agreement for Downtown Business District Attorney continues the annual funding the District Attorney's Office has received from the City of Austin during the previous nine years. It provides \$20,000 for FY13 and, subject to the availability of funds, will automatically renew for one year unless terminated by either party by the delivery of a notice of termination at least sixty days prior to the renewal date.

Since January, 2002 an assistant district attorney (ADA) 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 ADA works closely with the Austin Police Department, the Downtown Austin Alliance and the downtown community to eliminate the illegal activity of known criminals, activities related to 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 City of Austin interlocal and the donations from the Downtown Austin Alliance have allowed the District Attorney's Office to continue dedicating an ADA to this program. The funds are used to hire temporary staff to assist in covering responsibilities so that an ADA can be assigned to the Downtown Business District.

We appreciate receiving funding from the City of Austin's Police Department and look forward to the continued success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

cc: Jim Connolly, County Attorney's Office  
Katie Petersen Gipson, Planning and Budget Office  
David Jungerman, Auditor's Office

**INTERLOCAL AGREEMENT FOR  
DOWNTOWN BUSINESS DISTRICT ATTORNEY**

**State of Texas**

**County of Travis**

This Agreement is made and entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving violent crimes, drug offenses, firearm violations, and other serious criminal offenses continue to endanger citizens and to harm the quality of life in the Downtown Business District; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing violent crime, including the active prosecution of cases involving career criminals, major narcotics, and civil nuisance abatement;

NOW, THEREFORE, the Parties agree as follows:

**I.**

**PAYMENT AND SERVICES**

The City agrees to and shall pay to the County funds in the amount of \$20,000 annually, for the period October 1, 2012 through September 30, 2013, for one Assistant District Attorney position, which is to be devoted to handling criminal matters in the Downtown Business District.

The County agrees to and shall employ an Assistant District Attorney to work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the City and its Police Department. The Assistant District Attorney designated as the Downtown Business District Attorney shall provide services designed to eliminate the illegal activity of known criminals; eliminate activities related to the sale and distribution of narcotics; and eliminate nuisance activities from properties within the City in accordance with applicable laws. The Attorney's services also include advising officers of the Austin Police Department on legal matters associated with defining and preparing a prosecutable case.

It is the expectation of the parties that one individual will be assigned to the position of Downtown Business District Attorney, and that changes in that assignment will be discussed between the Chief of Police and the District Attorney's Office prior to such a change. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.



**II.**

**LEGAL RESPONSIBILITIES**

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

**III.**

**TERM AND COMMENCEMENT**

This agreement is effective on October 1, 2012, and will terminate on September 30, 2013, whereupon subject to the availability of funding, the Agreement shall automatically renew for one year, unless terminated by either party by the delivery of a notice of termination at least sixty days prior to any renewal date.

**IV.**

**LEGAL CONSTRUCTION**

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

**V.**

**TERMINATION**

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate. Upon termination, County will, within thirty (30) days from date of termination, return to the City the pro rata share of payments for services to have been provided under this Agreement, from the date of termination to the end of the current year's term.

**VI.**

**PAYMENTS**

City will reimburse the County on a quarterly basis (quarters ending June 30, September 30, December 31, and March 31). County will seek reimbursement from City by presenting its invoice to City's designated personnel. The invoice must include evidence of employment of the Downtown Business District Attorney. City will promptly reimburse County the invoiced amount from current funds and will not be obligated to pay any additional monies beyond the agreed consideration. All proper invoices received by the City will be paid within 30 days of the City's receipt of the invoice. All invoices will be submitted via email to APD:

Purchasing at [Alberto.Banda@austintexas.gov](mailto:Alberto.Banda@austintexas.gov);

Finance/Budget at [Aphra.Delgado@austintexas.gov](mailto:Aphra.Delgado@austintexas.gov) and [APDBudget@austintexas.gov](mailto:APDBudget@austintexas.gov);

and Grants Management at [COAgrants@austintexas.gov](mailto:COAgrants@austintexas.gov).

**VII.**

**NOTICE**

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing, by registered or certified mail, return receipt requested, or by fax transmission as evidenced by facsimile confirmation. Notice will be provided to the following persons or their successors:

City of Austin:	Art Acevedo Chief of Police Austin Police Department 715 East 8 <sup>th</sup> Street Austin, Texas 78701 Fax: 974-6611	Marc A. Ott City Manager P.O. Box 1088 Austin, Texas 78767 Fax: 974-2833
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Travis County:	Rosemary Lehmborg District Attorney 509 West 11th Street Austin, Texas 78701 Fax: 854-9695	Sam Biscoe Travis County Judge 314 West 11th St., #520 Austin, Texas 78701 Fax: 854-9535
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Either party may change its address for service by appropriate notice to these officers shown above.

**VIII.**

**ENTIRE AGREEMENT**

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

**IX.**

**ADDITIONAL AGREEMENTS**

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

**APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

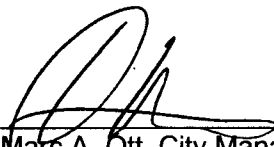
**NO THIRD PARTY RIGHTS**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

\_\_\_\_\_  
Sam Biscoe, County Judge

  
\_\_\_\_\_  
Marc A. Ott, City Manager

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

Date: 12.6.12

## **Downtown Neighborhood District Attorney Initiative Travis County District Attorney's Office**

**Update  
August 30<sup>th</sup>, 2012**

*"Community prosecution focuses on targeted areas that involve 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 Travis County District Attorney's (TCDA) Downtown Neighborhood District Attorney Initiative (Downtown NDA) began in January 2002 with a Community Prosecution Leadership grant through the U.S. Department of Justice's Bureau of Justice Assistance. The goals of the project include to:

- 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 investigative and 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; and
- serving as a link to trial courts to effectively communicate issues to prosecutors that impact the downtown community and leads to effective dispositions of cases.

Since 2003, the Downtown NDA program has been a public-private collaboration that includes funding from Travis County, City of Austin and the Downtown Austin Alliance. The donations from the Downtown Austin Alliance and 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 (ADA) to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the ADA position.

In February of 2010, Travis County Assistant District Attorney Jason English was assigned as the Downtown Neighborhood District Attorney. Other key TCDA staff that participate in various programs and initiatives connected to the Downtown NDA program include: John Neal (TCDA First Assistant District Attorney), Dayna Blazey (Director of TCDA Strategic Prosecution Division), Buddy Meyer (Director of TCDA Trial Bureau), Robert Smith (Director of TCDA Courts Division) and Darla Gay (TCDA Planning Manager for Community Justice Programs).

## **Downtown Crime Trends:**

The geographical area covered by the Downtown NDA is the Austin Police Department's Downtown Area Command. In January of 2011, the Austin Police Department readjusted/reorganized their police sector boundaries and the boundaries for the Downtown Area Command policing sector (George Sector) were changed. The new boundary lines are: **South**—Town Lake, **North**—12<sup>th</sup> Street (west of IH 35) and 11<sup>th</sup> Street (east of IH 35, **West**—Lamar Blvd, and **East**—Chicon). As of August 9, 2012, the Austin Police Department reported:

- **City-wide:**
  - Violent crime is down 3% from last year, and property crime is up 1%.
- **George Sector:**
  - Violent crime is up 13% from last year, and property crime is up 5%.

## **Downtown NDA Highlighted Initiatives FY2012 as of 08-30-12:**

During FY 2012, there were several key initiatives that were launched or continued within the Downtown NDA program, the most notable is the initiative for downtown:

### **Downtown Crime Initiative (May 2011-Aug. 2012)**

**Goal:** To improve the quality of life, enjoyment and safety of residents, businesses and visitors to the downtown entertainment area by reduction of drug, violent and public disorder crimes by coordinated, enhanced enforcement, prosecution and communication between the Austin Police Department (APD), Travis County District Attorney's office (TCDA) and residents, businesses and visitors to the area.

#### **Activities:**

- Created program/screening criteria:
  - Targeted Felony Offenses: Over 60 felony offenses are included in a list of target cases including offenses related to Part I violent crimes and property crimes as well as Part II offenses including narcotic, prostitution, and weapons-related offenses. In addition the targeted offenses include resisting/evading arrest, retaliation as well as those dealing with tampering with evidence.
  - Geographic Area of Offense: **North**—10<sup>th</sup> Street, **South**—Cesar Chavez, **East**—Comal Street, and **West**--North Lamar to Comal Street
  - TCDA NDA will review offense reports referred to our office and make appropriate punishment recommendations on cases (and the NDA may adopt specific cases for personal prosecution).
  - Felony drug offenses to be included in special prosecution initiative will be reviewed by APD and the NDA and factors to be taken in consideration for

inclusion in the program include: prior arrest and criminal history, connection to drug dealing, occurrence on street in drug dealing area, quantity of drug, and whether the defendant is a known offender in downtown area.

- Held five planning meetings and with key stakeholders.
- Engaged partners in development of the program including: Austin Police Department, Crime Records Unit of Austin Police Department, Travis County DA's Trial Court Division and Records Division.
- Developed process for tracking cases within the DA's Office in order to monitor outcomes and assess dispositions.

### **Results/Impact (May 16<sup>th</sup>, 2011- August 21, 2012):**

- A total of 666 cases have been reviewed and 414 cases accepted for the program.
- 252 cases of the reviewed were rejected for the program with 60% of those cases not meeting criteria for inclusion and 25% for not being within the target area.
- 242 cases have been disposed as of August 21, 2012:
  - 20% resulted in a sentence to TDCJ-Prison and 27% to TDCJ-State Jail facility (47% to TDCJ total).
  - 23% resulted in a sentence to Community Supervision, with 12% sentenced to the County Jail and dismissing 12% either outright or pursuant to a plea bargain on another case.

### **News Articles Relating to Downtown District Attorney Initiative— Oct. 2011-August 2012:**

December 28<sup>th</sup>, 2011:

#### **New program targets repeat offenders downtown**

**With downtown becoming more residential, prosecutors, neighbors and police team up to reduce crime.**

[http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss_ece_frontpage)

March 30<sup>th</sup>, 2012:

#### **East Austin neighborhoods want downtown-style safety measures**

[http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss_ece_frontpage)

August 18<sup>th</sup>, 2012:

#### **Anti-drug program — successful in other cities — facing doubters in East Austin**

[http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss_ece_frontpage)

July 12<sup>th</sup>, 2012:

#### **Working 'The Corner': Neighbors and officials plan one more effort to save the neighborhood around 12th and Chicon**

<http://www.austinchronicle.com/news/2012-07-13/working-the-corner/print/>

August 20<sup>th</sup>, 2012:

#### **WWGD?: APD and TCDA to Pursue Innovative Approach to Drug Enforcement in East Austin**

<http://gritsforbreakfast.blogspot.com/2012/08/wwgd-apd-and-tcda-to-pursue-innovative.html>

November 9<sup>th</sup>, 2011:

**Accused tire slasher gets 10 years in prison**

[http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss_ece_frontpage)

For additional information about the Travis County District Attorney's Office  
Downtown Neighborhood District Attorney Program:

**Jason English**  
**[Jason.english@co.travis.tx.us](mailto:Jason.english@co.travis.tx.us)**  
**512-974-5257**



## **Item 11**

# **Travis County Commissioners Court Agenda Request**

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Garry Brown 854-9386

**Elected/Appointed Official/Dept. Head:** Commissioner Karen Huber

**Commissioners Court Sponsor:** Commissioner Karen Huber

**AGENDA LANGUAGE:** Consider and take appropriate action on the appointment of Staci George to the Emergency Services District #5 Board of Commissioners to serve immediately through December 31, 2013.

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.





Staci L. George, AAMS®  
Financial Advisor

1009 Meredith Drive  
Austin, TX 78748  
512-280-1379

We serve individual investors and business owners. Our nearly 7 million clients have the benefit of working with a firm that is focused on the needs of individuals. Our focus is on helping you reach your long-term financial goals. Whether it's the investments we offer, the services we provide, the offices where we work or the tools we use, all were developed with you in mind.

As an Edward Jones financial advisor, I believe it's important to invest my time to understand what you're working toward before you invest your money. Working closely with you and your CPA, attorney and other professionals, I can help determine the most appropriate financial strategy for you and your family. I can also help with your retirement savings strategy so you have more options when you retire, regardless of what you decide to do.

My work experience includes:

2002 - 2007 Research Analyst for Texas Comptroller of Public Accounts

2007-Present, Financial Advisor, Edward Jones

I earned a bachelor's degree in Economics in 2002 from The University of Texas at Austin. In addition, I received the AAMS®, professional designation in 2011.

Active in the community, I am secretary of the Manchaca Optimist Club.

I have received various awards throughout my career with Edward Jones. These include 2012 Cornerstone Award for Excellence in Talent Acquisition, 2011 Eagle Award, 2011 Edward Jones Founders Achievement Award, 2011 Century Award, 2011 Excellence In Leadership Award, 2010 Client Service Excellence Award.

My husband is Gregory George.

We provide highly personalized service. All aspects of our business are aligned to help us better understand and meet our clients' unique goals and needs.

## Item 12



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Garry Brown 854-9386

**Elected/Appointed Official/Dept. Head:** Commissioner Karen Huber

**Commissioners Court Sponsor:** Commissioner Karen Huber

**AGENDA LANGUAGE:** Consider and take appropriate action on the appointment of Mark Taylor Evert to the Emergency Services District #1 Board of Commissioners to serve immediately through December 31, 2013.

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

## MARK TAYLOR EVERT



### **OBJECTIVE**

Senior Technical Support Manager

### **SUMMARY**

Senior level manager with 25+ years of experience in IT Operations and Technical Support Services in a broad range of disciplines including Telecommunications, Network Operations Center/Help Desk, Field Operations and Support, and Enterprise Software Operations and Support. Style of Management focuses on clear communications up and down the organization, teambuilding and establishing measurable goals at both organizational and individual levels.

- Successful implementation of IT Infrastructure Library (ITIL) standard processes resulting in a more efficient and structured workflow.
- Implemented Sarbanes-Oxley compliant IT related processes including Change Management and User Access/Security Management
- Successfully built and managed several 7x24 Technical Support/Network Operations Centers and support organizations of up to 50-60 people
- Expertise with a variety of ACD/IVR, Issue Tracking and Systems/Network Management Products.
- Implemented Business Continuity Planning (BCP) and Information Security Planning

### **EXPERIENCE**

Austin Independent School District

2008 – Present

#### *Manager of Enterprise Services*

Responsible for design and support strategies for a large distributed educational computing environment with 100,000 users including Identity Management, Security, Desktop Engineering and IT Operational Support processes.

- Completed Successful Phase 1 rollout of District wide Document Imaging System (Laserfiche) including configuration, training, and ongoing technical support.
- Successfully integrated Google Apps for Education with our Cloud Product (Stoneware) and our Identity Management System. This was one of the most comprehensive integrations ever done and was submitted for the Sylvia Charp Award sponsored by the International Society for Technology in Education (ISTE)
- Manage district Identity Management, Security and Desktop Engineering.

Multimedia Games, Austin, TX

2004 – 2008

#### *Director of Operations (Technical Support)*

Responsible for Production IT Operation including management of all system/network change/configuration activities, 7x24 technical support and NOC operations for approximately 1000 Windows 2003 Servers spread across 100 sites and 15000 Windows based player stations.

- Restructured organizations and processes to adhere to ITIL type standards resulting in a better understanding of roles and responsibilities, more effective escalation of issues and quicker overall resolution of issues and resolution of more issues at Level 1.
- Served as Chairman of the Change Approval Board (CAB) which evaluated and approved over 3000 software and configuration changes annually.
- Key participant in the development, and implementation Sarbanes-Oxley (SOX ) processes
- Developed, implemented and successfully tested Business Continuity Plans for the Production Environments.
- Successfully implemented NumeraSoft Footprints which is a multi-use issue tracking tool used to support many of our ITIL processes.

SOLA Communications, Lafayette, LA (Company is no longer in business)  
2002-2003

*Sr. NOC Analyst*

Provided hands-on provisioning and remedial support services for a global satellite communications network providing voice/data services for energy industry customers located on offshore or remote locations.

- Took initiative to improve Incident Management processes and documentation
- Developed a preventative maintenance program for primary satellite earth station components

Caprock Communications, Addison and Houston, TX  
1996-1998 and 1999-2002

*Sr. Manager of Network Operations Center (NOC) 1999-2002*

Built and managed a major Telecommunications NOC which provided provisioning and remedial technical support for 4 major telecommunications components including a 5000 mile Nortel Fiber Optic network, several Nortel DMS500 Local/Long Distance switches, Frame Relay/DSL Services and Satellite based voice and data services

- Completed construction and initial operations of a \$1.5M Operations Center including integration of several network management toolsets into a single NETCOOL based environment.
- Developed and executed operational plan for Y2K including Business Continuity Planning
- Managed 7x24 NOC Technical Support Staff in two NOC locations

*Sr. Engineering Consultant 1996- 1998*

- Researched and developed detailed requirements for a major Systems and Network Operations Center for PDVSA in Venezuela. This included onsite visits to major PDVSA locations and the completion of contractual deliverables. The scope of the Operations Center included a wide array of telecommunications infrastructure including UHF Radios and Microwave links as well as standard Cisco based networking and Windows based servers.

Xerox Connect (Division of Xerox Business Systems), Houston, TX  
1998-1999

*Manager of Network Operations Center*

Responsible for managing a shared services NOC providing service to several major Xerox clients including Continental Airlines, Equifax and others.

- Substantially overhauled Incident/Problem Management Services improving understanding of roles and responsibilities. Also significantly redesigned and enhanced existing issue tracking system to better support new processes.
- Developed key metrics and other operational metrics which were successfully used for both customer reporting and continuous improvement activities
- CAB (Change Management) Chairman

INET, Houston, TX (Now part of Getronics)

1995 - 1996

*Manager, Network Operations Center*

Responsible for building and managing a shared services NOC providing Network Management Services for major customers including Halliburton, British Petroleum, Royal Bank of Scotland and others.

- Served as Change Approval Board Chairman
- Managed 7x24 Operational staff
- Developed and implemented issue tracking tools (Vantive) and various Network Management Tools including HP Openview, and a number of proprietary management tools for multiplexers and other network/telecomm related components.
- Key participant in planning and execution of the migration of Halliburton's primary datacenter to a new facility.
- Developed and executed Service Level Agreements with major customers including collection and delivery of metrics needed to support the SLA's. These SLA's and the process for developing them became a model for INET, Wang Global and Getronics.

NASA Johnson Space Center, Houston, TX

1983-1995

*Manager, Boeing Computer Support Services (1993-1995)*

*Manager, Loral/Ford Aerospace (1986-1993)*

*Sr. Engineer, Ford Aerospace (1983-1986)*

Responsible for Network Operations and Desktop Support for two major NASA contracts called ISC and MOSC. These contracts provided IT related support for the 15000 user environment at NASA/JSC from 1983 onward. The specific areas I managed are outlined below.

- Network Support – Led of team of 30 Project Managers, Network Engineers and Technicians who supported the network infrastructure at Johnson Space Center which included a campus of over 100 building and up to 15000 users. This included project managing and implementing what was then the largest FDDI network in the world.
- Desktop Support – Led a team of 35 Technicians that provided PC Configuration and Delivery support which included the delivery of over 3500 new PC's per year including both DOS/Windows and Apple standard PC's. The team also provided onsite remedial support and onsite upgrade support for the 15000 PC environment.
- Specialized Support – Led a team of 10 UNIX administrators and technicians that provided specialized support in a number of key NASA computer labs including the Mission Planning and Analysis Division (MPAD).

Major Accomplishments

- As Manager received the highest possible grades on all areas of service provided (HIGH EXCELLENT) under the ISC contract

- Captured and analyzed over 130 different performance metrics related to SLA's with NASA and NASA directorates resulting in substantial improvements in consistency of service delivery.
- Project managed migration of all NASA/JSC Data Circuits from ATT Centrex facilities to ROLM facilities without disruption to mission critical operations.
- Project Managed Installation of world's largest FDDI network at the time which connected all NASA/JSC facilities.

## **EDUCATION**

Ohio Institute of Technology, Columbus, OH BSEET  
University of Houston/Clear Lake, Graduate Studies in IT Operations

## Item 13



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Melissa Velasquez, County Judge's Office

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

APPROVE ELECTED OFFICIALS BOND FOR SALLY I. HERNANDEZ, CONSTABLE, PRECINCT THREE.

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

Attached is the Elected Officials Bond.

### **STAFF RECOMMENDATIONS:**

Recommend approval.

### **ISSUES AND OPPORTUNITIES:**

None.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Invoices for the bonds are paid from the Risk Management fund in HRMD.

### **REQUIRED AUTHORIZATIONS:**

Margie Solano, Risk Management, HRMD

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IOWA 50321-1158  
(515) 243-8171  
FAX (515) 243-3854



AUSTIN OFFICE  
P. O. BOX 26720  
AUSTIN, TEXAS 78755  
(512) 343-9033  
FAX (512) 343-8363

### TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 804397

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Sally I Hernandez, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars ( \$1,500.00 ).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of Constable in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 7th day of December, 2012.

Sally I Hernandez

By: Sally I Hernandez Principal

Merchants Bonding Company (Mutual)

By: Carla D White Attorney-in-Fact

#### ACKNOWLEDGEMENT OF PRINCIPAL

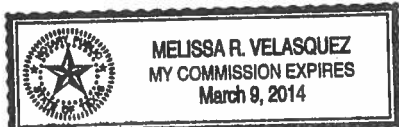
THE STATE OF TEXAS

County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared Sally I Hernandez known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas this 17 day of December, 2012

Melissa R. Velasquez  
Travis County, Texas.





## Item 14



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Melissa Velasquez, County Judge's Office

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

APPROVE BOND FOR ANTHONY M. JOHNSON, CHIEF DEPUTY CONSTABLE,  
PRECINCT THREE.

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

Attached are the Elected Officials Bonds and Bond Renewals.

### **STAFF RECOMMENDATIONS:**

Recommend approval.

### **ISSUES AND OPPORTUNITIES:**

None.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Invoices for the bonds are paid from the Risk Management fund in HRMD.

### **REQUIRED AUTHORIZATIONS:**

Margie Solano, Risk Management, HRMD

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
(515) 243-8171  
(515) 243-3854 FAX



AUSTIN OFFICE  
P.O. BOX 26720  
AUSTIN, TX 78755-0720  
(512) 343-9033  
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

} ss.

Bond No. TX 804396

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Anthony M Johnson, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2013, duly Appointed to the office of Chief Deputy in and for Travis County in the State of Texas, for a term beginning the 1st day of January, 2013 and ending the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 7th day of December, 2012

Anthony M Johnson

Principal

Anthony M Johnson

MERCHANTS BONDING COMPANY (Mutual)

By:

Carla D White  
Carla D White Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

} ss.

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared

Anthony M Johnson

known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Austin, Texas

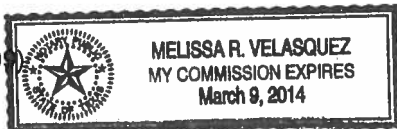
this 17 day of December, 2012

SEAL

Melissa R. Velasquez

Travis County, Texas.

PO 0123 TX (7/09)





## Item C3

# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, January 22, 2013 to receive comments regarding plat for recording: East Travis Hills, Resubdivision of Lot 65- Final Plat (East Travis Hills, Resubdivision of Lot 65 - Subdivision Final Plat - Three Lots - Hayride Road - City of Austin 5 ETJ) in Precinct Four.

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

The applicant wishes to further divide an existing lot into three lots total. The purpose for these lots is to put single family residences on the lots. Water will be provided by Aqua Water Supply and wastewater service will be an on-site private sewage system. There are no new public or private streets proposed with this final plat. This plat is not subject parkland fees. Fiscal surety is not required for this short form plat.

### **STAFF RECOMMENDATIONS:**

As this final plat meets all Travis County standards and has been approved by the City of Austin's Zoning and Platting Commission, TNR Staff recommends approval.

### **ISSUES AND OPPORTUNITIES:**

#### Notification

Public Notification of this revised plat was mailed by the City of Austin for resubdivisons to all lot owners within 500 feet of the subject tract. A newspaper notice was published in the local paper. A public notice sign was posted on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

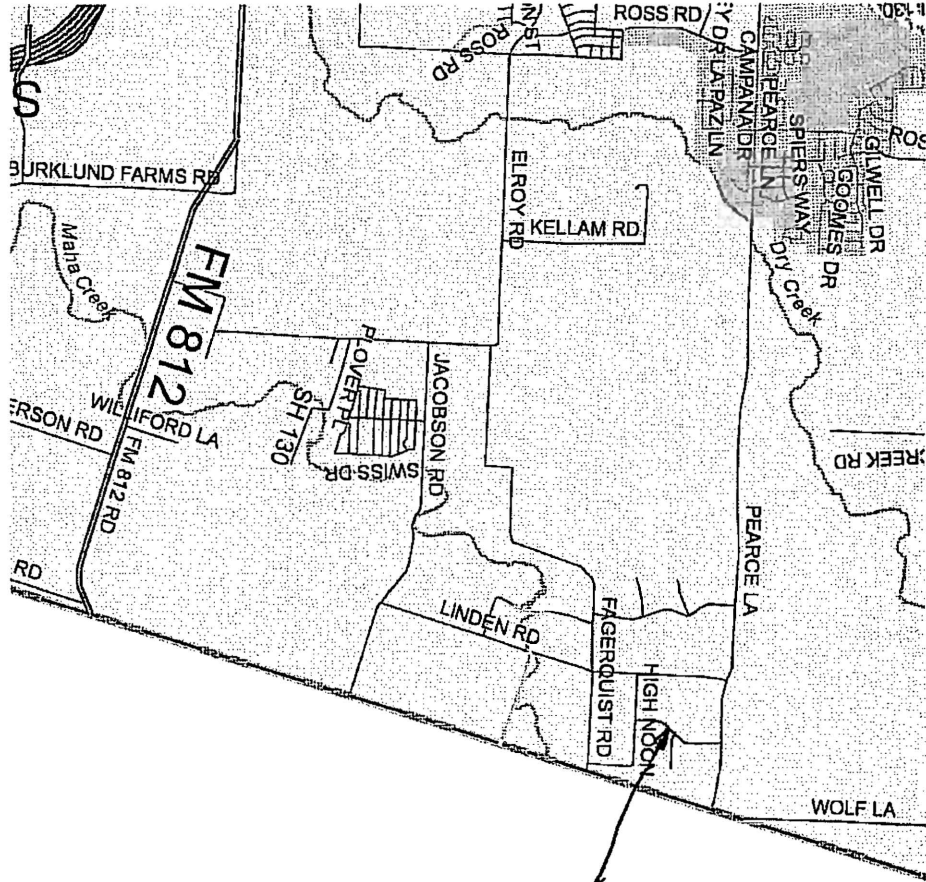
**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**

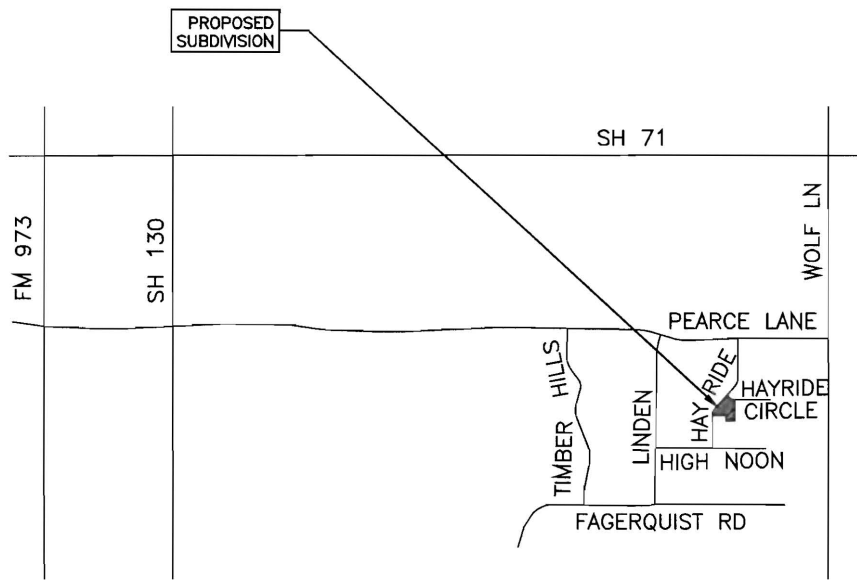

**SM:AB:ja**

**1101 - Development Services - Resubdivision of Lot 65, East Travis Hills Subdivision**



Precinct #4





N.T.S.

**LOCATION MAP**

**8001 HAYRIDE ROAD  
DEL VALLE, TEXAS 78617**

**ITG** **IT Gonzalez  
Engineers**

FIRM REGISTRATION No. F-3216  
3501 MANOR RD.  
AUSTIN, TEXAS 78723  
(512) 447-7400 FAX (512) 447-6389

DATE 7 10 12

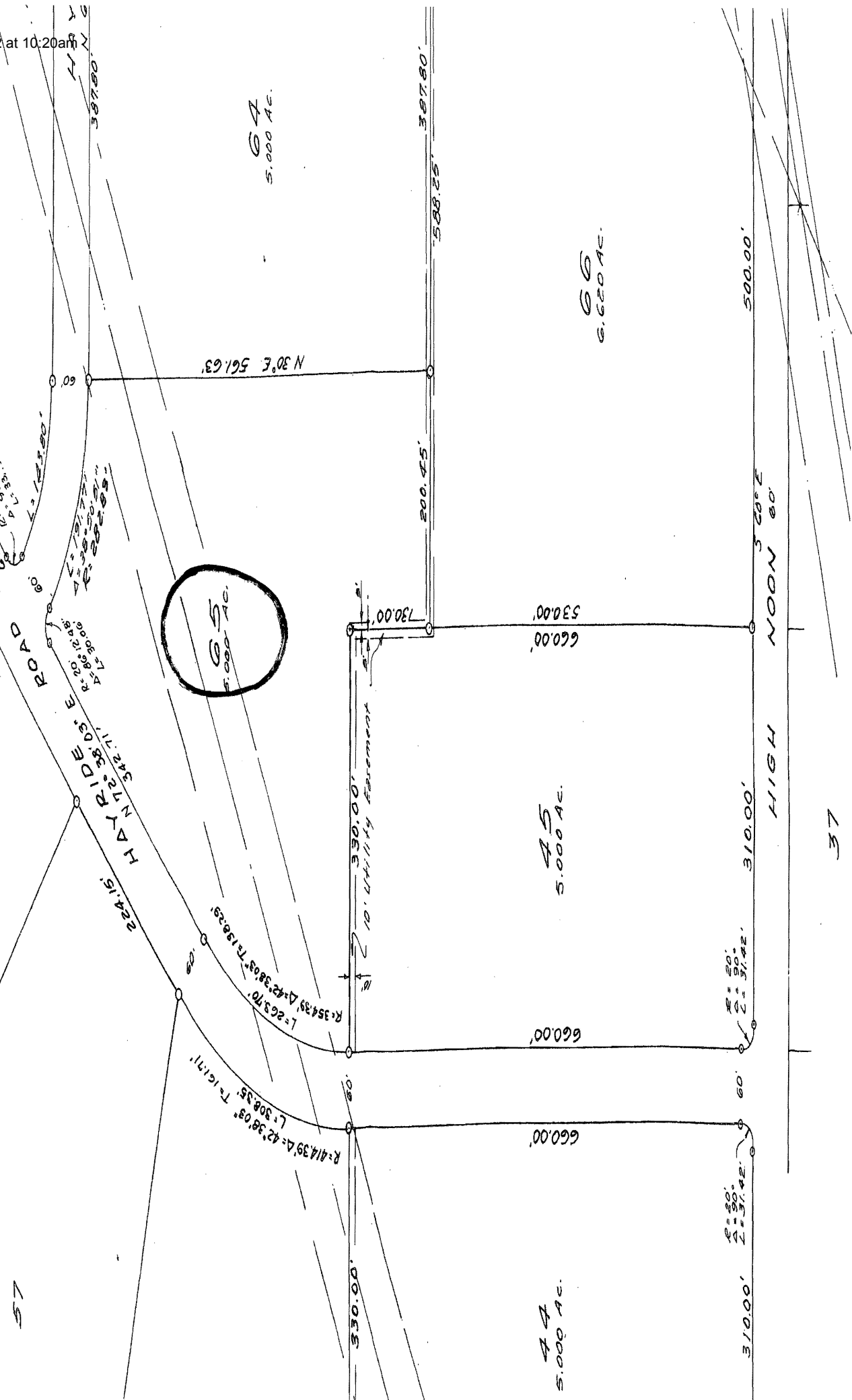
# Original Subd. East Travis Hills

RCCA 12.30 180.00

56

59

57



# Proposed Plat

## EAST TRAVIS HILLS SUBDIVISION, RESUBDIVISION OF LOT 65

STATE OF TEXAS Updated 12-18-12 at 10:20am  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:  
THAT I, ADO CHANTHAVIXAY, OWNER OF LOT 65 EAST TRAVIS HILLS SUBDIVISION RECORDED IN VOLUME 81, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY AND CONVEYED BY WARRANTY DEED 2000202495 RECORDED IN TRAVIS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 212.014, PURSUANT TO PUBLIC HEARING, SAID LOT 65 ACCORDING TO THE ATTACHED MAP OR PLAT SHOWN HEREON TO BE KNOWN AS "EAST TRAVIS HILLS SUBDIVISION, RESUBDIVISION OF LOT 65" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ADO CHANTHAVIXAY  
8001 HAYRIDE RD  
DEL VALLE, TEXAS 78617

STATE OF TEXAS §  
COUNTY OF TRAVIS §

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY \_\_\_\_\_

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

(PRINT NAME)

MY COMMISSION EXPIRES: \_\_\_\_\_

### SURVEYOR'S CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #18463-00640H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF SURVEYING IN THE STATE OF TEXAS; AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE SURVEYING PORTIONS THEREOF; AND THAT SAID PLAT COMPLIES WITH TITLE 30 OF THE AUSTIN CITY CODE, AND OTHER APPLICABLE CODES AND ORDINANCES.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

I.T. GONZALEZ  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2780  
I.T. GONZALEZ ENGINEERS  
3501 MANOR ROAD  
AUSTIN, TEXAS 78723  
(512) 447-7400

### ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; AND THAT I PREPARED THE PLAT SUBMITTED HERewith; THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT IS COMPLETE, ACCURATE AND IN COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

I.T. GONZALEZ  
REGISTERED PROFESSIONAL ENGINEER NO. 41307  
I.T. GONZALEZ ENGINEERS  
3501 MANOR ROAD  
AUSTIN, TEXAS 78723  
(512) 447-7400

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE \_\_\_\_\_ OF THE CITY OF AUSTIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### APPROVED FOR ACCEPTANCE:

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

OREG QUERNSEY, AICP, DIRECTOR  
PLANNING AND DEVELOPMENT  
REVIEW DEPARTMENT

APPROVED, ACCEPTED, AND AUTHORIZED FOR RECORD, UNDER SECTION 30-2-84(B)(2), AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, BY THE COUNTY EXECUTIVE, TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

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

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING & PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRPERSON

SECRETARY

### GENERAL NOTES:

1. THIS SUBDIVISION IS IN THE CITY OF AUSTIN 5-MILE EXTRATERRITORIAL JURISDICTION.
2. THE LOTS IN THIS SUBDIVISION ARE RESTRICTED TO RESIDENTIAL USE.
3. A DRIVEWAY PERMIT FROM TRAVIS COUNTY IS REQUIRED PRIOR TO CONSTRUCTION OF ANY DRIVEWAY CONNECTING TO HAYRIDE ROAD OR HAYRIDE CIRCLE.
4. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO AQUA WATER SUPPLY CORPORATION AND AN APPROVED ON-SITE SEWAGE FACILITY.
5. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
7. A SITE DEVELOPMENT PERMIT APPLICATION WILL NEED TO BE SUBMITTED AND APPROVED BY THE CITY OF AUSTIN PRIOR TO CONSTRUCTION FOR ALL DEVELOPMENT.
8. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE.
9. PRIOR TO CONSTRUCTION ON LOT, DRAINAGE PLANS SHALL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
10. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTION ARE PERMITTED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.
11. ALL DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS.
12. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
13. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
14. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
15. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
16. WATER WILL BE PROVIDED BY AQUA WASTER SUPPLY CORPORATION. WASTEWATER WILL BE PROVIDED BY AN ON-SITE WASTEWATER SYSTEM.
17. ELECTRIC SERVICE WILL BE PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE.
18. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: HAYRIDE ROAD AND HAYRIDE CIRCLE. THE SIDEWALKS ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ABUTTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS WILL RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

### COMMISSIONERS' COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

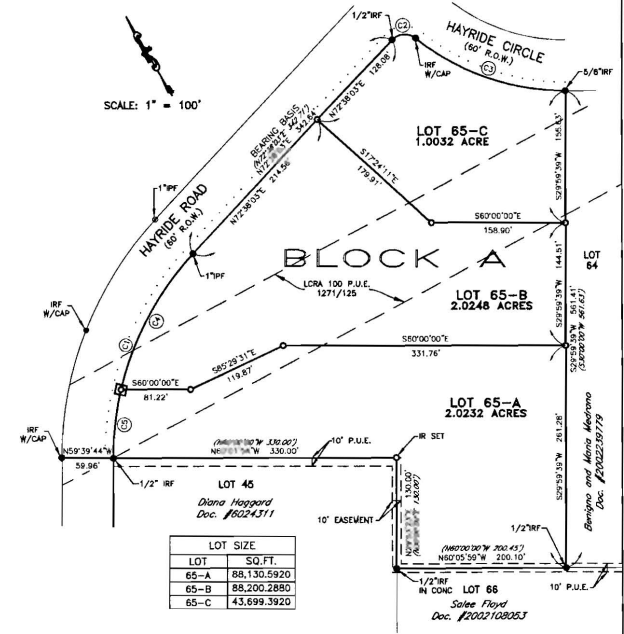
STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY



### TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
3. DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
4. LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY HOME AND APPURTENANT STRUCTURES.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL, D.R., PROGRAM MANAGER,  
ON-SITE WASTEWATER, TRAVIS COUNTY THR

DATE

CASE #: CBJ-2012-0040.A ITG PROJECT #: 12.01.26.01

**ITG I.T. Gonzalez Engineers**

FIRM REGISTRATION No. F-3216  
3501 MANOR RD.  
AUSTIN, TEXAS 78723  
(512) 447-7400 FAX (512) 447-6898