



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Paul Scoggins **Phone #:** 512-854-7619

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate three public utility and drainage easements located over and across Lots 64 and 65, Block A of Kingsberry Park – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate three public utility and drainage easements (PU&DEs) located over and across Lots 64 and 65, Block A of Kingsberry Park. The easements are dedicated by plat note on the plat. The subject lots front on Postoak Parkway, a street maintained by Travis County.

In regards to the drainage easements, professional engineer Tom McDill, Jr. has stated and sealed that:

"Vacating these will not affect existing drainage, as the flows are across the area from the west side...and the ditches in the roadway have culverts and since the entire area is very flat there should be no local affect on the drainage."

In regards to the public utility easements the utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner requests the vacation of the easements for the purpose of replacing the original septic system, which "...was not very well installed." The design of the new system would encroach on the subject

easements. Also, the existing home was placed over the easements located along the common lot line of the subject lots.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request/Engineer's Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Dev Serv & LRP	512-854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	512-854-7565
John Ellis	Engineer	Development Services	512-854-9805

SM:AB:ps

1101 - Development Services Long Range Planning - Kingsberry Park

Item 3



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Edith Moreida/ 49280

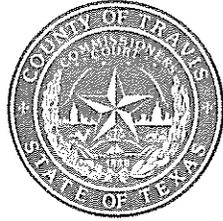
Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON PROCLAMATION
DECLARING JUNE 29, 2013 "EL BARRIO VETERAN'S PARADE DAY" IN TRAVIS
COUNTY.

Travis County Commissioners Court



Proclamation

- WHEREAS Travis County acknowledges and honors all those men and women that have served in the armed forces in defense of the United States of America; and,
- WHEREAS El Concilio, A Coalition of Mexican American Neighborhoods in East Austin, LULAC District 12 and Cristo Rey Catholic Church seek to recognize the service of Travis County men and women and honor them with a Pre-4th of July "El Barrio Veteran's Parade" within the neighborhood of East Austin; and,
- WHEREAS On Saturday June 29, 2013 "El Barrio Veteran's Parade" led by the Grand Marshall Brigadier General Orlando Salinas, Deputy Commander of the Army South, Colors Guard Tejanos in Action and the Travis County Sheriff Office Color Guard, will start down East Cesar Chavez Street at 10:00am and travel West to Chicon Street turn South on Chicon Street and finish at Jesse Segovia Street at Fiesta Gardens and join the Jamaica of Cristo Rey Catholic Church; and,
- WHEREAS Certain other neighborhood businesses, such as The IBC Bank, East Lumber Co., Austin Energy, J. Colunga Body and Paint Shop and the Austin Fire Department, wish to support the efforts of El Concilio, LULAC District 12 and Cristo Rey Catholic Church; and,
- WHEREAS Travis County residents are asked to honor our soldiers, both past and present.

NOW, THEREFORE BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT HEREBY DECLARES SATURDAY, JUNE 29, 2013, AS EL BARRIO VETERAN'S PARADE DAY AND SUPPORTS AND APPLAUDS THE EFFORTS OF EL CONCILIO AND LULAC DISTRICT 12 TO SPONSOR EL BARRIO VETERAN'S PARADE.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 25TH DAY OF JUNE 2013.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Paul Scoggins **Phone #:** 512-854-7619

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate three public utility and drainage easements located over and across Lots 64 and 65, Block A of Kingsberry Park – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate three public utility and drainage easements (PU&DEs) located over and across Lots 64 and 65, Block A of Kingsberry Park. The easements are dedicated by plat note on the plat. The subject lots front on Postoak Parkway, a street maintained by Travis County.

In regards to the drainage easements, professional engineer Tom McDill, Jr. has stated and sealed that:

"Vacating these will not affect existing drainage, as the flows are across the area from the west side...and the ditches in the roadway have culverts and since the entire area is very flat there should be no local affect on the drainage."

In regards to the public utility easements the utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner requests the vacation of the easements for the purpose of replacing the original septic system, which "...was not very well installed." The design of the new system would encroach on the subject

easements. Also, the existing home was placed over the easements located along the common lot line of the subject lots.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request/Engineer's Letter
- Utility Statements
- Sign Affidavit and Pictures
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REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Dev Serv & LRP	512-854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	512-854-7565
John Ellis	Engineer	Development Services	512-854-9805

SM:AB:ps

1101 - Development Services Long Range Planning - Kingsberry Park

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of three public utility and drainage easements located over and across Lots 64 and 65, Block A of Kingsberry Park as recorded at Volume 37, Page 9 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easements;

WHEREAS, Travis County staff has stated that there are no objections to the vacation of the drainage easements as described in the attached field notes and sketch;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility and drainage easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on June 25, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the three public utility and drainage easements located over and across Lots 64 and 65, Block A of Kingsberry Park, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT " ____ "

1,347 SQUARE FOOT
PARTIAL RELEASE OF
PUBLIC UTILITY AND DRAINAGE EASEMENT

EXHIBIT "A"

BEING 1,347 SQUARE FEET OF LAND, BEING A PORTION OF THOSE CERTAIN FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, OUT OF LOTS 64 AND 65, BLOCK A, KINGSBERRY PARK, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN HUE TRUST TRACTS RECORDED IN DOCUMENT NUMBER 2011092943 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,347 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING a calculated point in the common line of said Lots 64 and 65, in the south line of a 10 foot public utility and drainage easement, for a point in the northerly line hereof, from which the northwest corner of said Lot 64 and the northeast corner of said Lot 65 bears, North 31 degrees 25 minutes 48 seconds East, 10.00 feet:

THENCE South 59 degrees 24 minutes 59 seconds East, through said Lot 64, along the southerly line of said 10 foot easement, through said 5 foot easement, 5.00 feet to a calculated point in said line, in the easterly line of said 5 foot easement, for the northeast corner hereof;

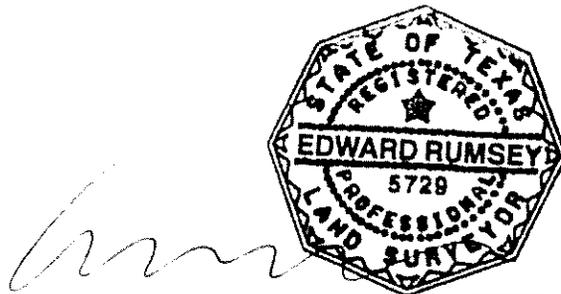
THENCE South 31 degrees 25 minutes 48 seconds West, continuing through said Lot 64, along the easterly line of said 5 foot easement, 134.66 feet to a calculated point in said line, in the northerly line of a 5 foot public utility and drainage easement, for the southeast corner hereof;

THENCE North 59 degrees 25 minutes 43 seconds West, continuing through said Lot 64, through said 5 foot easement, 5.00 feet to a calculated point in the common line of said Lots 64 and 65, for a point in the southerly line hereof, from which the southwest corner of said Lot 64 and the southeast corner of said Lot 65 bears, South 31 degrees 25 minutes 48 seconds West, 5.00 feet;

THENCE North 59 degrees 25 minutes 43 seconds West, through said Lot 65 and said 5 foot easement, 5.00 feet to a calculated point in the westerly line of said 5 foot easement, for the southwest corner hereof;

THENCE North 31 degrees 25 minutes 48 seconds East, continuing through said Lot 65, along the westerly line of said 5 foot easement, 134.66 feet to a calculated point in said line, in the southerly line of said 10 foot easement, for the northwest corner hereof;

THENCE South 59 degrees 24 minutes 59 seconds East, continuing through said Lot 65, through said 5 foot easement, along the southerly line of said 10 foot easement, 5.00 feet to the POINT OF BEGINNING.



DATE 07-06-2012

EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
JOB # A0613212
TCAD PROP ID# 203265
AUSTIN GRID-W-23
PAGE 1 OF 3

EXHIBIT " _____ "

673 SQUARE FOOT
PARTIAL RELEASE OF
PUBLIC UTILITY AND DRAINAGE EASEMENT

EXHIBIT "B"

BEING 673 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, OUT OF LOT 64, BLOCK A, KINGSBERRY PARK, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN HUE TRUST TRACT RECORDED IN DOCUMENT NUMBER 2011092943 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 673 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

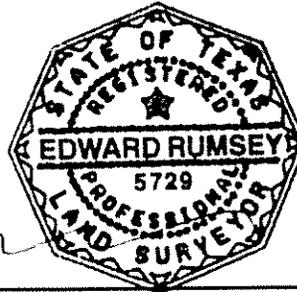
BEGINNING a calculated point in the common line of said Lot 64 and Lot 63, of said subdivision, in the south line of a 10 foot public utility and drainage easement, for the northeast corner hereof, from which an iron rod found at the northwest corner of said Lot 63 and the northeast corner of said Lot 64 bears, North 31 degrees 26 minutes 31 seconds East, 10.00 feet;

THENCE South 31 degrees 26 minutes 31 seconds West, along the common line of said Lots 63 and 64, and the easterly line of said 5 foot easement, 134.65 feet to a calculated point in said line, in the northerly line of a 5 foot public utility and drainage easement, for the southeast corner hereof, from which an iron pipe found at the southwest corner of said Lot 63 and the southeast corner of said Lot 64 bears, South 31 degrees 26 minutes 31 seconds West, 5.00 feet;

THENCE North 59 degrees 25 minutes 43 seconds West, through said Lot 64 and said 5 foot easement, 5.00 feet to a calculated point in the westerly line of said 5 foot easement, for the southwest corner hereof;

THENCE North 31 degrees 26 minutes 31 seconds East, continuing through said Lot 64, along the westerly line of said 5 foot easement, 134.65 feet to a calculated point in said line, in the southerly line of said 10 foot easement, for the northwest corner hereof;

THENCE South 59 degrees 24 minutes 59 seconds East, continuing through said Lot 64, through said 5 foot easement, along the southerly line of said 10 foot easement, 5.00 feet to the POINT OF BEGINNING.



Edward Rumsey

DATE 07-06-2012

EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
JOB # A0613212
TCAD PROP ID# 203265
AUSTIN GRID-W-23
PAGE 2 OF 3

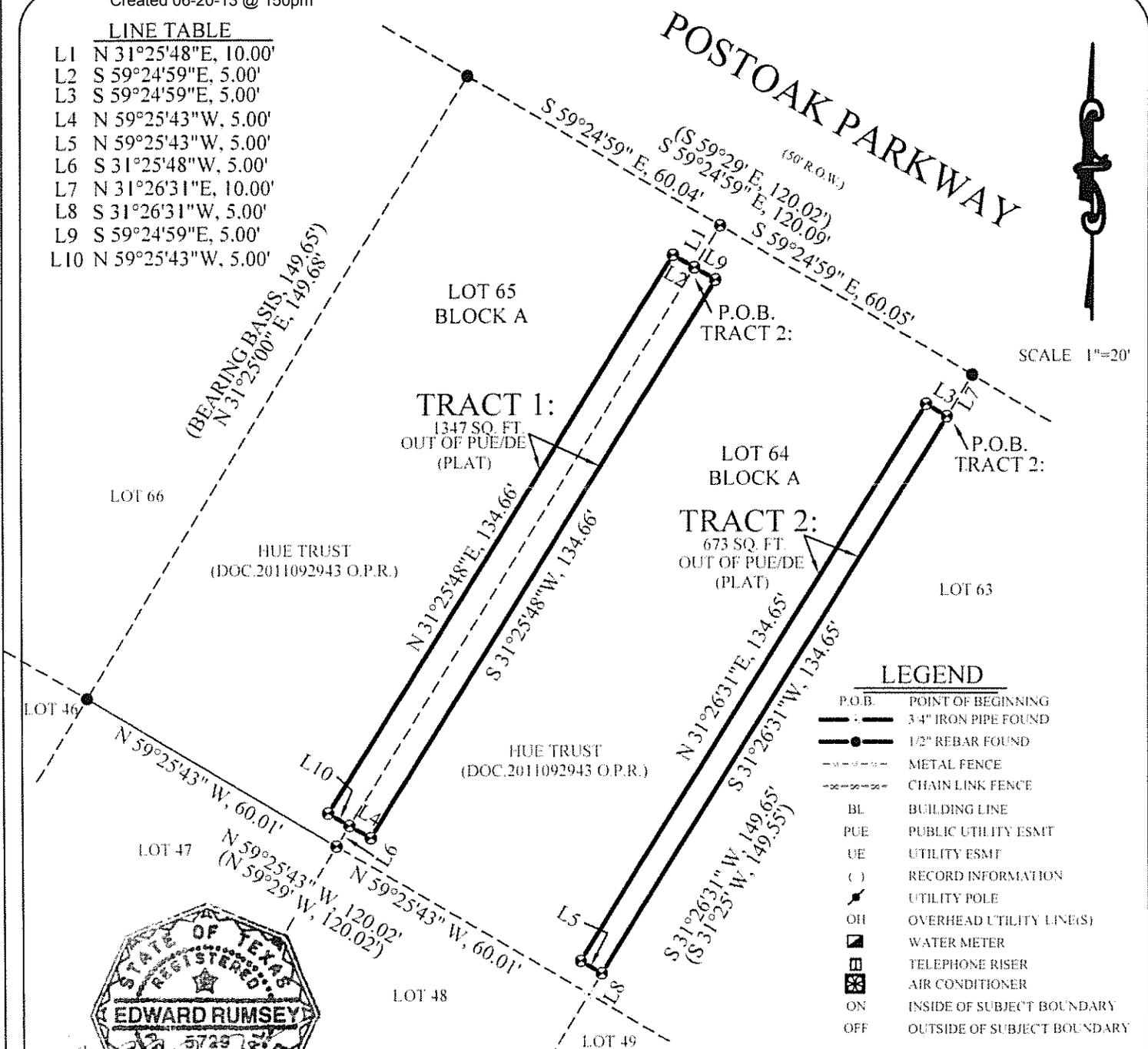
LINE TABLE

- L1 N 31°25'48"E, 10.00'
- L2 S 59°24'59"E, 5.00'
- L3 S 59°24'59"E, 5.00'
- L4 N 59°25'43"W, 5.00'
- L5 N 59°25'43"W, 5.00'
- L6 S 31°25'48"W, 5.00'
- L7 N 31°26'31"E, 10.00'
- L8 S 31°26'31"W, 5.00'
- L9 S 59°24'59"E, 5.00'
- L10 N 59°25'43"W, 5.00'

POSTOAK PARKWAY
(50' R.O.W.)

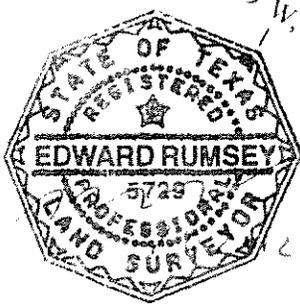


SCALE 1"=20'



LEGEND

- P.O.B. POINT OF BEGINNING
- 3/4" IRON PIPE FOUND
- 1/2" REBAR FOUND
- - - METAL FENCE
- - - - CHAIN LINK FENCE
- BL BUILDING LINE
- PUE PUBLIC UTILITY ESMT
- UE UTILITY ESMT
- () RECORD INFORMATION
- UTILITY POLE
- OH OVERHEAD UTILITY LINE(S)
- WATER METER
- TELEPHONE RISER
- AIR CONDITIONER
- ON INSIDE OF SUBJECT BOUNDARY
- OFF OUTSIDE OF SUBJECT BOUNDARY



SURVEY DATE	07/06/2012
JOB NO	A0613212
RPLS CHECK	EDWARD RUMSEY 07/06/2012



9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

20707 POSTOAK PARKWAY

LEGAL DESCRIPTION:

TRACT 1: BEING 1,347 SQUARE FEET OF LAND, BEING A PORTION OF THOSE CERTAIN FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, OUT OF LOTS 64 AND 65, BLOCK A, KINGSBERRY PARK, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN HUE TRUST TRACTS RECORDED IN DOCUMENT NUMBER 2011092943 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,347 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

TRACT 2: BEING 673 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, OUT OF LOT 64, BLOCK A, KINGSBERRY PARK, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN HUE TRUST TRACT RECORDED IN DOCUMENT NUMBER 2011092943 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 673 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

McDill Engineering
Engineering Consultants 10706 Indian Scout Austin, TX, 78736
(512) 288-2392

Ms. Anna Bolin, P.E.
TNR
PO Box 1748
Austin, TX, 78767

May 1, 2013

Re: Lots 64 & 65, Kingsberry Park, 20707 Postoak Parkway – drainage easement vacate

The owner of this property, Jose Ramirez & Carolina Tamayo, are under a Contract for Deed, with James Umstattd, and I will provide copies of the instruments if you need them. There has been a home over the common lot line for several years and the OSSF was not very well installed. They are now trying to install a new system and have submitted an application. The design will have to be amended to meet existing set backs, but some of the side lot easements need to be vacated to install any system.

The 5 foot blanket PUE and drainage easement was established on the 1967 plat and the survey is attached to show what easements we are requesting that they be vacated to allow a legal system design for the new OSSF. We are proposing to leave the drainage easement across the rear and west sides to allow any future drainage improvements if they are made across the subdivision. Vacating these will not affect existing drainage, as the flows are across the area from the west side (the neighbor has constructed building along that property line!) and the ditches in the roadway have culverts and since the entire area is very flat there should be no local affect on the drainage.

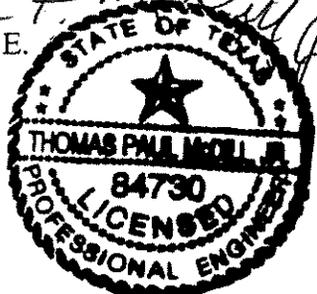
The letters from the affected utility companies are attached, the survey is included, as is a check for \$680.00.

There have been offers to the property owner to the east to vacate his 5' easement, but he does not want to get "involved".

There have been discussions with the Manville Water Company and they are requesting a \$1000 fee to sign off. I do not think that is fair and they specifically require an easement across the front of each lot as part of their application process. Since they have that, as well as an option across the west edge of this property, and they have agreed to supply water to the house that exists and to the neighbor's house at the property line on the east side, they have acquiesced these other routes for their water lines.

Thanks,

Thomas F. McDill, Jr.
Tom McDill, Jr., P.E.
TPEF # 5181



5/1/13



12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-1485 (Fax)

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: KINGSBERY PARK SECTION 1

Lot and Block Numbers: LOTS 64 AND 65

Street Address: 20707 POSTOAK PARKWAY, MANOR, TX 78653

Property Owner: HUE TRUST, DOUGLAS D HEARN JR TRUSTEE

STATEMENT

X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

 Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumpert
Signature

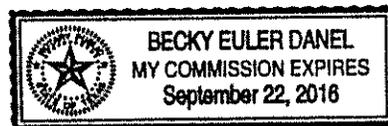
Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on October 24, 2012 by

Laurie Schumpert

Becky Euler Danel
Notary Public



SOUTHWESTERN BELL TELEPHONE COMPANY

PARTIAL RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND H.U.E. Trust, Douglass D. Hearn, Jr. Trustee, GRANTEE*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in *Travis County, Texas*, and described as follows:

Lots 64 and 65, Block A, Kingsbery Park, Section 1, Deed of record in Document 2011092943, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 37, Page 9, Plat Records of Travis County, Texas,

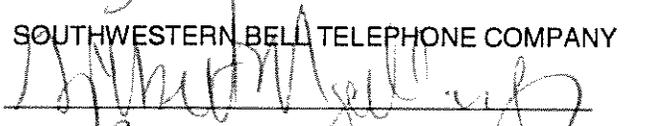
The portion of said easements to be hereby released is described as follows:

Being 1,347 square feet of land, being a portion of those certain 5 foot PUE/DE's out of Lots 64 and 65 and being 673 square feet of land, being a portion of that certain 5 foot PUE/DE's out of Lot 64, described above and illustrated on survey, attached hereto and made a part of the document.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 28th day of August, 2012

SOUTHWESTERN BELL TELEPHONE COMPANY



Name: Gilbert Magallanes Jr

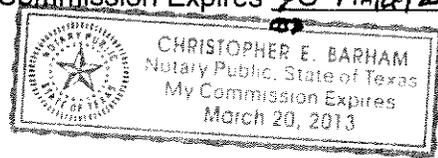
Title: MGR.-ENG. DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared GILBERT MAGALLANES JR., known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 28th day of August, 2012.


Notary Public in and for the State of _____
My Commission Expires 28 MARCH 2013





PARTIAL RELEASE OF EASEMENT

STATE OF TEXAS

COUNTY OF Travis

That for a good and valuable consideration, receipt of which is hereby acknowledged, Bluebonnet Electric Cooperative, Inc., has abandoned, released, and discharged, and by these presents does hereby abandon, release, and discharge those certain five foot (5') easements located on Lots 64 and 65, as shaded on drawing, (drawing attached and made a part hereof), of the herein described property granted as a Public Utility Easement, by Kingsberry Park, a subdivision as recorded in an instrument dated November 20, 1967, recorded in Volume 37, Page 9, Deed records of Travis County, Texas, insofar as it covers the following described property, to-wit:

Section 1, Block A, Lots 64 and 65, Kingsberry Park, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Plat Book 37, Page 9, Plat Records of Travis County, Texas, to which reference is hereby made for all purposes.

But, it is expressly agreed and understood this is a specific release of the described easement parts and that the same shall in no wise release, affect, or impair the remaining parts of the easement and that the same shall in no wise release, affect or impair additional existing easements on said property.

EXECUTED on this the 21st day of August, 2012

BLUEBONNET ELECTRIC COOPERATIVE, INC.

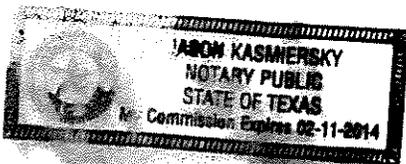
BY: Byron Wren
Byron Wren
Supervisor, Engineering Processes

STATE OF TEXAS

COUNTY OF LEE

This instrument was acknowledged before me on this the 21st day of August, 2012, by Byron Wren, Engineering Processes Supervisor of Bluebonnet Electric Cooperative, Inc., a Texas corporation.

Jason Kasmiersky
Jason Kasmiersky
Notary Public – State of Texas



RECEIVED

MAR 20 2013

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248
Coupland, TX 78615

(512)856-2488 • (888) 856-2488
(512) 856 -2029(fax) • (888) 856-2242(fax)

TNR

March 18, 2013

Ms. Anna Boling, P.E. Director
Travis County Transportation and Natural Resources
Executive Office Building
P. O. Box 1748
Austin, Texas 78767

Re: Manville Water Supply Corporation
Approval to Vacate Public Utility Easements
Kingsbury Park Subdivision
2 Lots (64 & 65) at 20707 Postoak Parkway
Manor, Texas 78653

Dear Ms. Boling,

Manville Water Supply Corporation has no need for the retention of the side lot easements at 20717 Postoak Parkway, Manor, Texas as particular described on attached survey.

Manville Water Supply Corporation approves the vacating of these referenced easements, but specifically retains the front and rear lot line easements.

Sincerely,



Tony Graf
General Manager

Cc: Jose Ramirez & Carolina Tamayo
20707 Post Oak Parkway
Manor, Texas 78653

LINE TABLE

L1	N 31°25'48"E. 10.00'
L2	S 59°24'59"E. 5.00'
L3	S 59°24'59"E. 5.00'
L4	N 59°25'43"W. 5.00'
L5	N 59°25'43"W. 5.00'
L6	S 31°25'48"W. 5.00'
L7	N 31°26'31"E. 10.00'
L8	S 31°26'31"W. 5.00'
L9	S 59°24'59"E. 5.00'
L10	N 59°25'43"W. 5.00'

POSTOAK PARKWAY



SCALE 1"=20'

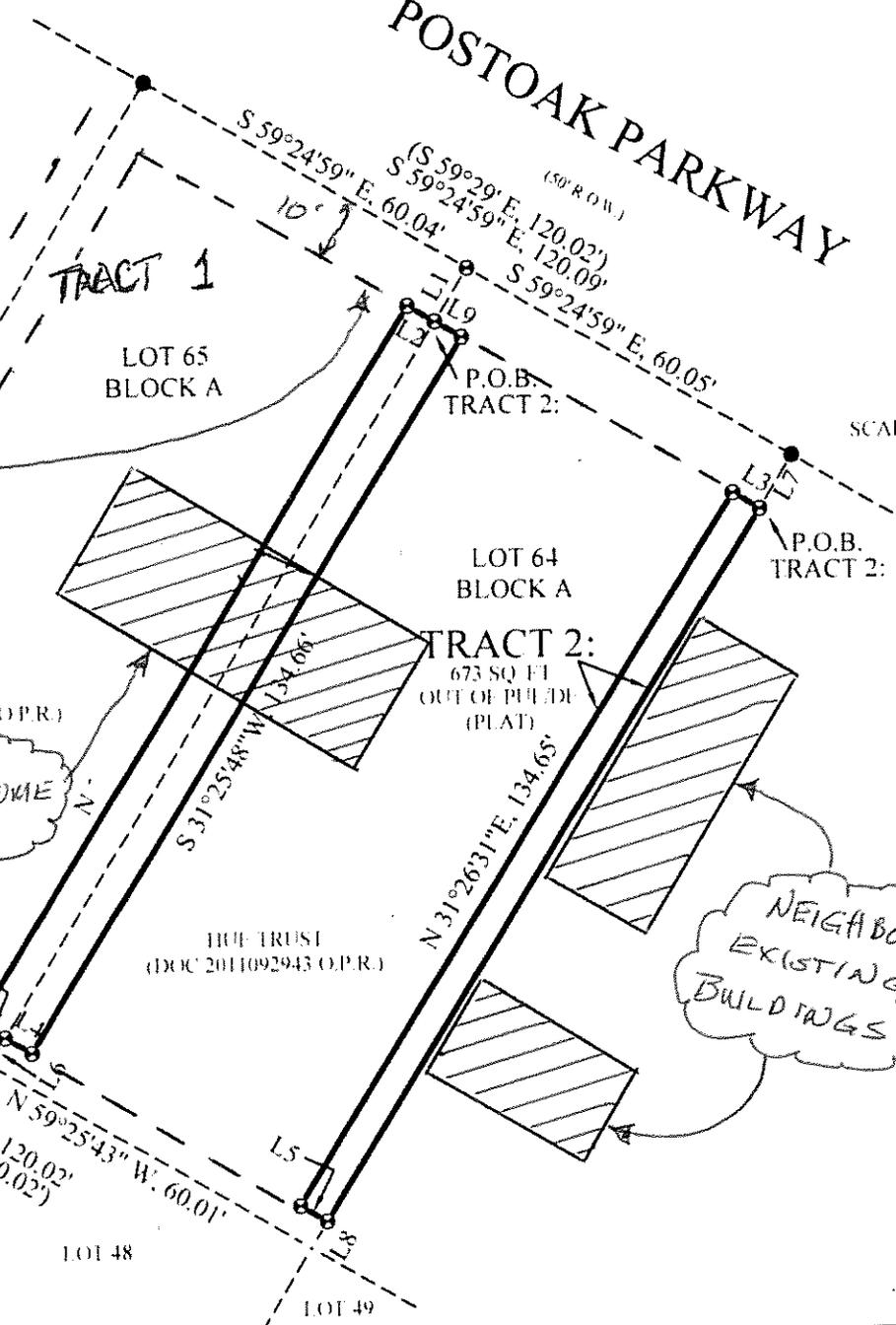
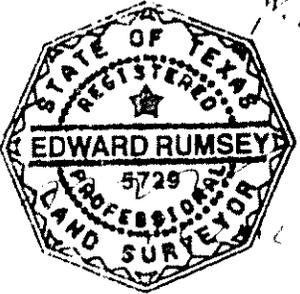
EXISTING EASEMENTS TO REMAIN

(BEARING BASIS 149.65)
N 31°25'00"E. 149.65'

THE TRUST (DOC 2011092943 O.P.R.)
OWNERS EXISTING HOME

THE TRUST (DOC 2011092943 O.P.R.)

NEIGHBOR'S EXISTING BUILDINGS



20707 POSTOAK PARKWAY

LEGAL DESCRIPTION.

TRACT 1: BEING 1,347 SQUARE FEET OF LAND, BEING A PORTION OF THOSE CERTAIN FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, OUT OF LOTS 64 AND 65, BLOCK A, KINGSBERRY PARK, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN HUE TRUST TRACTS RECORDED IN DOCUMENT NUMBER 2011092943 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,347 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

TRACT 2: BEING 673 SQUARE FEET OF LAND, BEING A PORTION OF THAT CERTAIN FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, OUT OF LOT 64, BLOCK A, KINGSBERRY PARK, A SUBDIVISION RECORDED IN VOLUME 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN HUE TRUST TRACT RECORDED IN DOCUMENT NUMBER 2011092943 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 673 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

SURVEY DATE	07/06/2012
JOB NO	A0613212
RPLS CHECK	EDWARD RUMSEY 07/06/2012



9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
700 Lavaca Street – 5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of three public utility and drainage easements sign was posted on June 4, 2013, on the southerly side of Postoak Parkway along the common lot line of Lots 64 and 65, Block A of Kingsberry Park at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 4 DAY OF June, 2013.

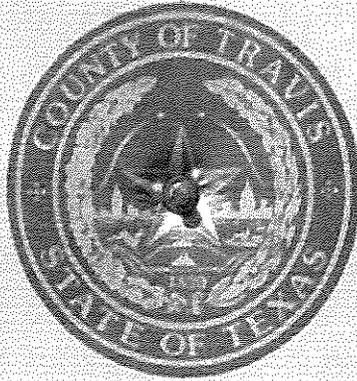
SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\13-PUE&DE\02-PostOakPkwy\SignRequest-PostoakPkwy.doc


**NOTICE OF
PUBLIC HEARING**
FOR THE 2017-2018 BUDGET
PUBLIC UTILITY & DEPARTMENT
EASUREMENT VOUCHER
TO APPROVE THE BUDGET OF PUBLIC
UTILITIES DEPARTMENT FOR THE
FISCAL YEAR 2017-2018. THE
HEARING WILL BE HELD AT
7:00 P.M. ON WEDNESDAY, OCTOBER 11, 2017
AT THE COMMONS GOLF LINE 30175 GAS LANE
65 BLOCK A OF ANGELSBAY PARK A
SUBDIVISION IN HECKTUCK ONE
A HEARING WILL BE HELD AT
THE TEXAS COMMERCE CENTER
7000 LAVACA ST. AUSTIN TEXAS
FOR MORE INFORMATION CALL 512-995-3000

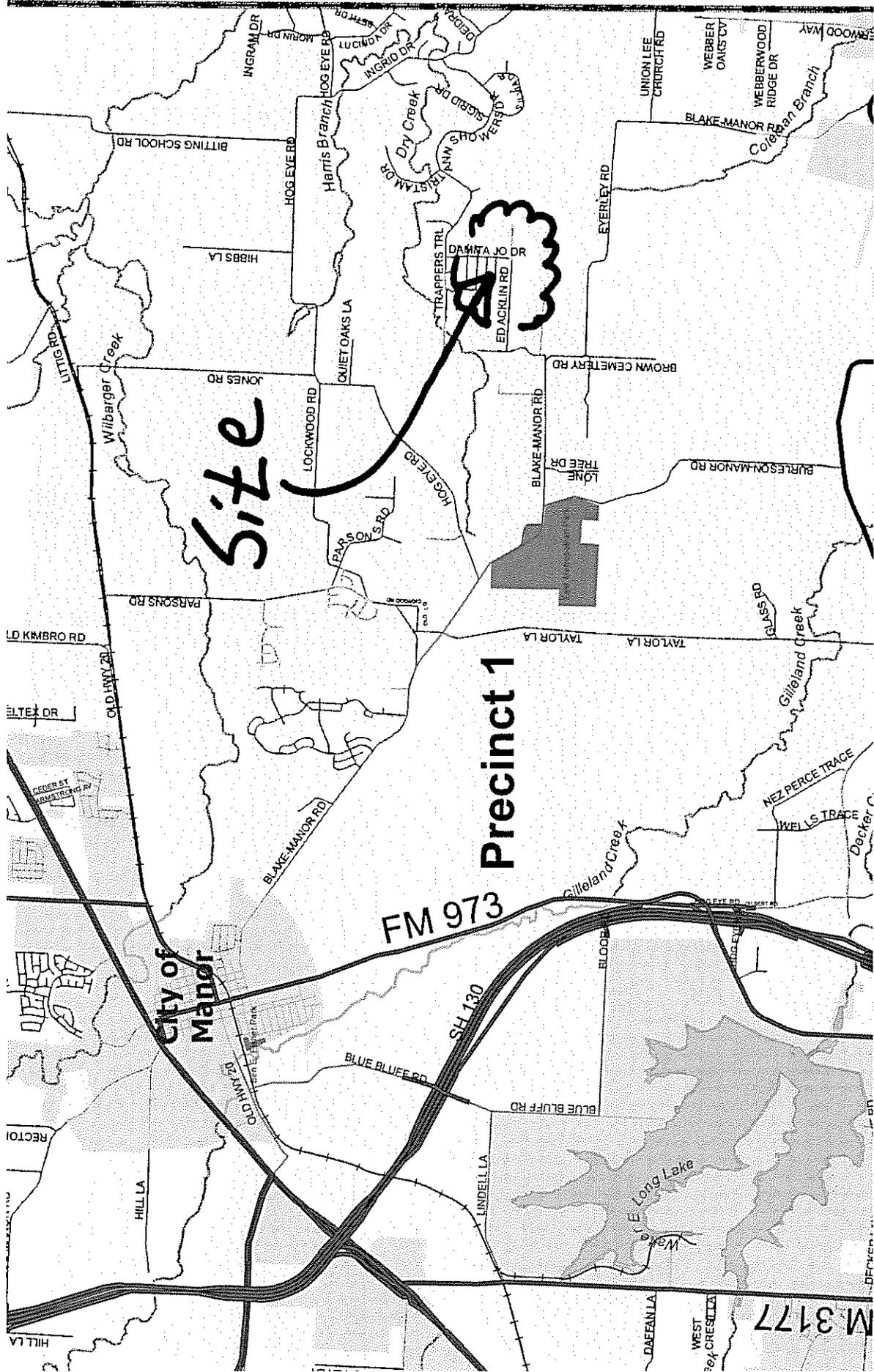




NOTICE OF PUBLIC HEARING

**JUNE 25, 2013, AT 9:00 AM
PUBLIC UTILITY & DRAINAGE
EASEMENT VACATION
TO APPROVE THE VACATION OF THREE
FIVE FOOT WIDE PUBLIC UTILITY &
DRAINAGE EASEMENTS LOCATED ALONG
THE COMMON LOT LINE OF LOTS 64 AND
65, BLOCK A OF KINGSBERRY PARK - A
SUBDIVISION IN PRECINCT ONE**

**A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA ST. AUSTIN, TEXAS
FOR MORE INFORMATION CALL 854-9383**



Site

Precinct 1

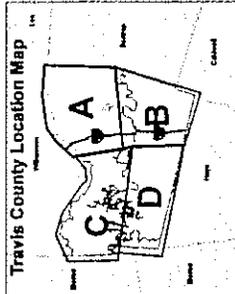
FM 973

SH 130

M 3177



Site



Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- Commissioner Precinct
- Precinct 1
- Precinct 2
- Precinct 3
- City Jurisdiction
- Park

Sources: City of Austin Roads - COA 2011, Incorporated Roads - Travis County 6/2011, Toll Road - various sources, Credits - NHD 2006, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2007.

Map Prepared by: Travis County, Dept. of Transportation & Public Resources, Date: 6/20/13



Travis County Roadways, Map A

Map Disclaimer: This data is provided "as is" with no warranties of any kind.



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Paul Scoggins **Phone #:** 512-854-7619

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

AD

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize calling down boundary street fiscal for improvements to Frate Barker Road – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Travis County has required the posting of boundary street fiscal for Frate Barker through the fiscal postings of several projects/subdivisions. The subdivisions and fiscal amounts are as listed below:

Olympic Heights, Section 2 - \$449,477.60 at the City of Austin in the form of a bond;

Racho Alto, Phase 1 - \$65,640.00 at the City of Austin in escrow; and

Shady Hollow Gardens (condos) - \$39,921.50 at Travis County as cash.

STAFF RECOMMENDATIONS:

Staff recommends the calling down of the fiscal posted.

ISSUES AND OPPORTUNITIES:

The fiscal is posted either with Travis County or the City of Austin. The fiscal is posted as either a bond, or cash. The cash at the City will need to be transferred to Travis County.

In regards to the bond at the City, staff will negotiate with the developer on calling down the actual bond, or having it replaced with cash and posted with Travis County.

Once the two City of Austin postings have been transferred to Travis County they, along with the cash already posted with Travis County, will be placed into the construction account for Frate Barker Road. An Interlocal Cooperation Agreement between the City of Austin and Travis County for Frate Barker Road Improvements has been executed.

FISCAL IMPACT AND SOURCE OF FUNDING:

This action would allow TNR Development Service to work with the various developers to convert the fiscal instruments to cash to be used for the Frate Barker Road improvements. Therefore, this action will ease the burden on the taxpayers to fund the entire project.

ATTACHMENTS/EXHIBITS:

Interlocal Agreement
Fiscal Posting Documents
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Dev Serv & LRP	512-854-7561

CC:

Chiddi N'Jie		TNR	512-854-7585
Donna Williams-Jones		TNR	512-854-7677

SM:AB:ps
1101 - Development Services Long Range Planning - Frate Barker Road

dt 7

FRATE BARKER ROAD IMPROVEMENTS
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY

This Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the County intends to construct certain roadway and drainage improvements to a portion of Frate Barker Road, Project between Brodie Lane and Mancbaca Road (the "Project"); and

WHEREAS, a 400 linear foot section of the Project is located within the City's corporate limits; and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will manage the development and construction of the Project, as set forth herein and as described in **Exhibit A**. The Executive Manager of the Travis County Transportation and Natural Resources Department (the "Executive Manager") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The Executive Manager will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (b) The City's Public Works Director will act on behalf of the City with respect to Project, including the portion of the Project located within the City (**Exhibit B**). The Public Works Director will designate an additional City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project, including the portion of the Project located within the City.
- (c) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County

Project Manager, it shall be referred as soon as possible to the City's Public Works Director and the County's Public Works Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

- (d) The portion of the Project located within the City may be constructed pursuant to the authority granted under Section 791.001, et seq. of the Texas Government Code.

2. Project Development.

- (a) The County will be responsible for the development and completion of the Project, including the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, the surveying, right-of-way acquisition, bidding and contract award, construction, inspection and testing, minority and women-owned business policy compliance, any required permitting and environmental assessments and clearances associated with the Project, and acceptance of the portion of the completed work located within the unincorporated area of the County.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), unless otherwise agreed by the Parties. The plans and specifications for the Project will include the scope of design set forth in attached Exhibit A. In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.
- (c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and name the City as an additional insured with respect to the general liability and auto liability coverage.
- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.

- (e) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits (Exhibit B) provided that any fees in lieu of compliance with City Standards will be required within any portion of the City's jurisdiction. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road and drainage projects. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.
- (f) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.
- (g) The County shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and the City shall respond within seven (7) working days. Upon written agreement of the City, the County will approve a firm unit-price or lump sum contract for the construction of the Project with the successful bidder.

4. Management Duties of the County. The County hereby covenants and agrees to provide to the City:

- (a) four (4) sets of the plans and specifications for the construction of the Project at appropriate intervals for the City's review and approval;
- (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
- (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) written notice of the bid tabs for the Project;

- (e) upon completion of bidding, the County will furnish the City a written copy of all contracts affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (f) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the portion of the Project located within the City; including copies of invoices, statements, vouchers, or any other evidence of payment of debt and accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (g) executed change orders, jointly approved by the City and the County, related to the portion of the Project located within the City or otherwise affecting the scope of the Project described in Exhibit A or any City issued permits;
 - (h) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (i) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager for review and approval; and
 - (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project, which is located within the County, and furnish the City a copy of the record drawings of the Project for the City's records.
5. Management Duties of the City. The City hereby covenants and agrees to:
- (a) review and approve the submitted plans and specifications by providing any initial comments within 14 working days of submittal, review and approve the County's responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
 - (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
 - (c) review any change order proposal for the portion of the Project located within the City or otherwise affecting the scope of the Project described in Exhibit A or any City issued permits, and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition;

respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days.

- (d) perform independent inspection and, at the option of the City, any additional testing on the portion of the Project located within the City in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City may designate inspectors to make any such inspections, including any joint final inspection of the portion of the Project located within the City with the County; the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;
- (e) coordinate with the City and County Project Managers, as reasonable and necessary;
- (f) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (g) review and jointly approve the construction contractor's application for final payment;
- (h) attend meetings at the request of the County's Project Manager; and
- (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Project which is located within the City.

5. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County, for a period of one year from the date of acceptance of the Project. The City shall be included as a co-obligee on the payment and performance bond.

6. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability, and general liability insurance acceptable to the County. The City shall be included as an additional insured on the above-referenced insurance policy and a waiver of subrogation will be provided on the auto liability, general liability, and workers compensation coverage.

7. Financial Obligations.

- (a) The County agrees to pay all costs of the Project as designed and bid by the County.

- (b) The City shall ensure that all Frate Barker boundary street fiscal collected from developers shall be released to the County upon written request from the County.
- (c) The City shall deposit the fiscal into an escrow account with the County within 30 calendar days of notification to the City by the County of the successful bidder and the bid amount, unless otherwise agreed to by the City and the County in writing.
- (d) The County shall obtain the written approval of the City for all change orders affecting the design and construction of the portion of Project located within the City (see **Exhibit B**) prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The sole basis for City denial of a change order for the portion of the Project within the City shall be that it would cause the Project to violate the standards in Section 2 that were in effect at the time the original plans and specifications for the Project were approved under Section 2 or the scope of the Project described in **Exhibit A** or any issued City permit. The City's Project Manager shall meet with the County's Project Manager to review the contractor's progress reports and invoices for the portion of the Project located within the City before approval by the County.
- (e) The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's fiscal funds. The County will make its records available, at reasonable times, to the City's auditors.
- (d) The County shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications.

8. City Inspection and Testing.

The City shall be responsible for the final inspection of the portion of the Project located within the City (see **Exhibit B**) and any additional testing of the portion of the Project located within the City (see **Exhibit B**) which is in addition to any performed by the County. The City's inspectors shall coordinate with the City and County Project Managers, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s).

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any

occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.

- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus
City of Austin Public Works Director
505 Barton Spring Rd
Austin, Texas 78701

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
114 W. 7th Street
Austin, Texas 78701

COUNTY: Joe Gieselman, Executive Manager, TNR
P. O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn: File No. _____

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the

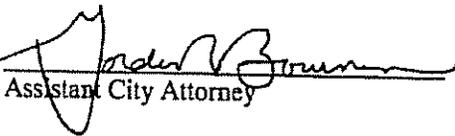
Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. 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 confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

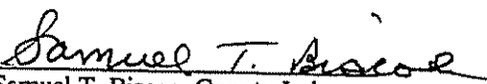
CITY OF AUSTIN, TEXAS

By: 
Name: ROBERT GOODE
Title: ASSISTANT CITY MANAGER
Authorized Representative
Date: NOVEMBER 19, 2009

Approved as to Form:


Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: 
Samuel T. Biscoe, County Judge
Date: 12.11.12

FISCAL SURETY INTAKE MEMORANDUM

Olympic Heights 2 08-01-0253.1A
 Project Name/Address File/Permit Number
Clark Patterson 8-6-02
 Case Manager/Reviewer Date Received
Continental Homes of TX
 Developer's Name Contact Person/Telephone No.
12554 Rialta Vista C. 2nd Fl Austin 77380
 Developer's Street Address City/State/Zip Code
Gen Ins Co of America NA
 Financial Institution Expiration Date
6175424 TRAVIS ✓
 LOC/Bond/Receipt No. ID No. County Jurisdiction

The developer has posted surety in the form of Bond for the specified improvements below:

	Internal	External
Water Infrastructure	\$ _____	\$ _____
Wastewater Infrastructure	\$ _____	\$ _____
Street Construction	\$ _____	\$ <u>30,227.00</u>
Drainage Collection System	\$ _____	\$ <u>33040.00</u>
Sidewalks	\$ _____	\$ <u>5320.00</u>
Erosion Controls	\$ _____	\$ <u>8200.00</u>
Restoration	\$ _____	\$ <u>11822.00</u>
Detention Pond(s)	\$ _____	\$ _____
Water Quality Pond(s)	\$ _____	\$ _____
Landscaping	\$ _____	\$ _____
Parkland	\$ _____	\$ _____
Transportation	\$ _____	\$ _____
Other: <u>Contingency</u>	\$ _____	\$ <u>40,861.60</u>
TOTAL		\$ <u>449,477.60</u>

Karin Everest
Approved By

Comments: Posted Internal Imp w/ Bond #6175423

SURETY BOND

BOND #6175424

KNOW ALL MEN BY THESE PRESENTS, That we, **Continental Homes of Texas, L.P. – dba Milburn Homes** as Principal, and **General Insurance Company of America**, a Corporation of the State of Washington, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the CITY OF AUSTIN, in the sum of **Four Hundred Forty Nine Thousand, Four Hundred Seventy Seven and 60/100**— (\$449,477.60) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the CITY OF AUSTIN has required the Principal to post fiscal surety for the following purpose:

To insure completion of improvements as itemized by the Subdivision Construction Agreement dated **July 31, 2002** in connection with the final plat of **Olympic Heights Section 2 (External Subdivision Improvements, Frate Barker)**, as shown in City's File Number **C8-0-1-0253.1A**.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter from the CITY OF AUSTIN signed by the Director of the Watershed Protection and Development Review Department or designee stating that the City of Austin considers such a drawing on this bond necessary and must specify the specific improvement and draw only the amount as stated in Exhibit B of the Construction Agreement described herein for that specific improvement.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the CITY OF AUSTIN and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 1st day of August, 2002.

Continental Homes of Texas, L.P. – dba Milburn Homes

By: *Ernest P. McClendon III*

12554 Riata Vista Circle, 2nd Floor
Austin, TX 77380

General Insurance Company of America

By: *Kimberly A. Tavernier*
Kimberly A. Tavernier, Attorney-In-Fact
Inquiries: (813) 281-2095

General Insurance Company of America
2055 Sugarloaf Circle
Duluth, GA 30097

Countersignature:

By: *Charles W. McIntosh*
Charles W. McIntosh, Texas Licensed
Resident Agent



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 10171

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****JAMES W. DUNN; DAVID H. CARR; DENISE TAYLOR; KIMBERLY A. TAVERNIER; ANETT CARDINALE; Tampa, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 25th day of March, 2002

R.A. Pierson

R.A. PIERSON, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1st day of August, 2002



R.A. Pierson

R.A. PIERSON, SECRETARY

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Safeco Insurance Company of America** and **General Insurance Company of America** for information or to make a complaint at:

**General Insurance Company of America
Attn: Surety Claims
2055 Sugarloaf Circle
Duluth, GA 30097**

**(888) 557-0524 Phone
(678) 417-3848 Fax**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

**Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104**

(800) 252-3439

ATTACHED THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

**DEPARTMENT OF PLANNING AND DEVELOPMENT
ESTIMATE OF FISCAL REQUIREMENTS**

TO: FISCAL OFFICER,	Carol Kaml	DATE:	7/18/2002 R7/22/2002
CASE MANAGER:	Clark Patterson	INSIDE CITY:	Yes**
FILE NUMBER:	CB-01-0253.1A	COUNTY:	TRAVIS
PREPARED BY:	KEVIN SELFRIDGE	FISCAL POLICY:	Reduced
SUBDIVISION:	Olympic Heights Section 2	** Boundary Street is in County	

THE FOLLOWING IS AN ESTIMATE OF THE REQUIRED POSTING OF FISCAL SURETY FOR THIS SUBDIVISION AS DETERMINED BY THIS DEPARTMENT. ADDITIONAL POSTING MAY BE REQUIRED BY THE ELECTRIC DEPARTMENT.

EXTERNAL IMPROVEMENTS

A.

ITEM	AMT
1 BOUNDARY STREET Frate Barker	\$ 302,274.00
2 EROSION AND SEDIMENT CONTROLS	\$ 8,280.00
3 RESTORATION	\$ 11,822.00
4 BOUNDARY DRAINAGE-COLLECTION SYSTEM	\$ 33,040.00
5 BOUNDARY SIDEWALKS	\$ 53,200.00
6 OTHER: Contingency	\$ 40,861.60
SUBTOTAL	\$ 449,477.60

WATER AND WASTEWATER EXTERNAL IMPROVEMENTS

B.

ITEM	AMT
1 WATER	\$ 0.00
2 WASTE WATER	\$ 0.00
SUBTOTAL	\$ 0.00

SUBTOTAL EXTERNAL \$ 449,477.60

INTERNAL IMPROVEMENTS

A.

ITEM	AMT
1 STREET CONSTRUCTION	\$ 514,667.50
STREET(S): Marcos Abrams Blvd	
2 DRAINAGE COLLECTION SYSTEM	\$ 163,014.00
3 DETENTION (Wet ponds w/ WQ)	\$ 950,000.00
4 WATER QUALITY PONDS	\$ 0.00
5 EROSION / SEDIMENT CONTROLS	\$ 55,150.00
6 RESTORATION 232160652.00/μ.y.	\$ 464,320.00
7 SIDEWALKS	\$ 79,800.00
8 OTHER: Contingency	\$ 222,695.15
SUBTOTAL	\$ 2,449,646.65

WATER AND WASTEWATER INTERNAL IMPROVEMENTS

B.

ITEM	AMT
1 WATER	\$ 0.00
2 WASTE WATER	\$ 0.00
SUBTOTAL	\$ 0.00

SUBTOTAL INTERNAL \$ 2,449,646.65

POSTING IS REQUIRED PRIOR TO FINAL PLAT RECORDING. FAILURE TO POST WITHIN 90 DAYS OF PLANNING COMMISSION APPROVAL SHALL DEEM APPLICATION AS WITHDRAWN.

Related Case:

7/22/2002

STATE OF TEXAS §

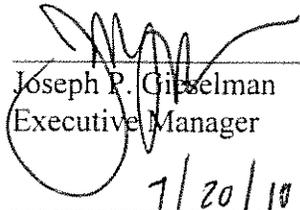
COUNTY OF TRAVIS §

**PARTIAL REDUCTION OF CONSTRUCTION SECURITY FOR
STREET AND DRAINAGE FACILITIES**

To: Darla Vasterling, Engineering Specialist
Transportation and Natural Resources

Fiscal security provided in a Cash Security Agreement, in the amount of Eighty Thousand, One Hundred Seventy-nine and No/100 Dollars (\$80,179.00) was posted with Travis County September 2, 2008, by Shady Hollow Gardens, Ltd. for the left turn lanes on Frate Barker Road for the project, Shady Hollow Gardens Townhomes. This development has completed the east left turn lane and are asking for a reduction of \$40,257.50. This should be granted.

The Standards for Construction of Streets and Drainage in Subdivisions allows the Executive Manager of Transportation and Natural Resources Department to allow partial reductions not to exceed 90% of the actual construction costs. Therefore, you are hereby ordered to contact the Travis County Auditor's Office and request a check to be written to Shady Hollow Gardens for \$40,257.50.



Joseph P. Gipselman
Executive Manager

7/20/10

Date

2008 SEP 26 AM 10:54
COUNTY CLERK
TRAVIS COUNTY TEXAS

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Shady Hollow Gardens, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$80,179.00

SUBDIVISION: Shady Hollow Gardens

DATE OF POSTING: September 2, 2008

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

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

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

Cash Security Agreement

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same are on record in my office. Witness my hand and seal this 26th day of September 2008.



Dana DeBeauvoir, County Clerk
By Deputy *Gillian Porter*
G. Porter
SEP 26 2008

Cash Security Agreement

Page 2

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

ADDRESS OF

By: SHADY HOLLOW GARDENS LLC

6001 West William Cannon Dr

Name: DAVID C. MAHN

Suite 201

Title: V.P.

AUSTIN, TX 78749

Date: 8/18/08

Phone: (512) 472-7455

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Name

8/18/08
Date

SHADY HOLLOW GARDENS, LTD.,
a Texas limited partnership

By: SHADY HOLLOW GARDENS GP, LLC., General Partner
a Texas limited liability company

By: BENCHMARK LAND & EXPLORATION, INC., A Member/Manager
A Texas corporation

By: [Signature]
David C. Mahn, Vice President

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Name

Date

SHADY HOLLOW GARDENS, LTD.,
a Texas limited partnership

By: SHADY HOLLOW GARDENS GP, LLC., General Partner
a Texas limited liability company

By: BENCHMARK LAND & EXPLORATION, INC., A Member/Manager
A Texas corporation

By: _____
David C. Mahn, Vice President

Cash Security Agreement

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record with me. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:

SEP 26 2008

Gillian Porter
G. Porter

Cash Security Agreement
Page 3

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: 9-23-08

Date

Samuel T. Boice
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

9-23-08

Date

I, Dana DeCauver, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on **SEP 26 2008**
Dana DeCauver, County Clerk
By Deputy Gillian Porter
G. Porter



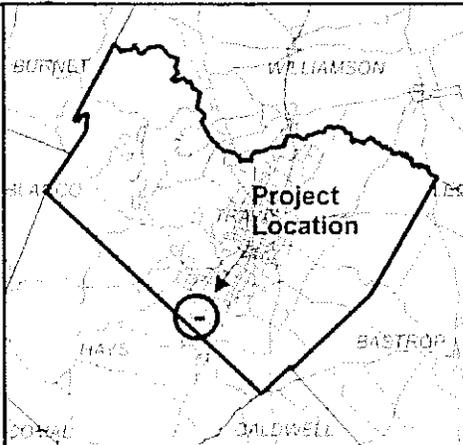
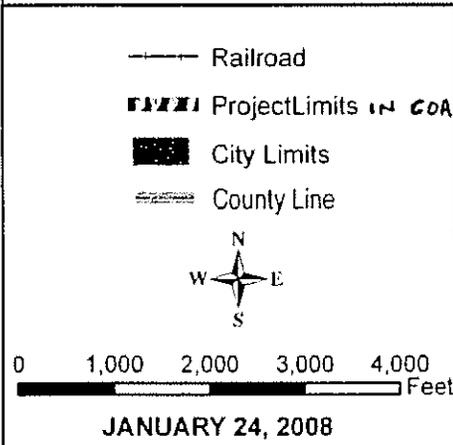
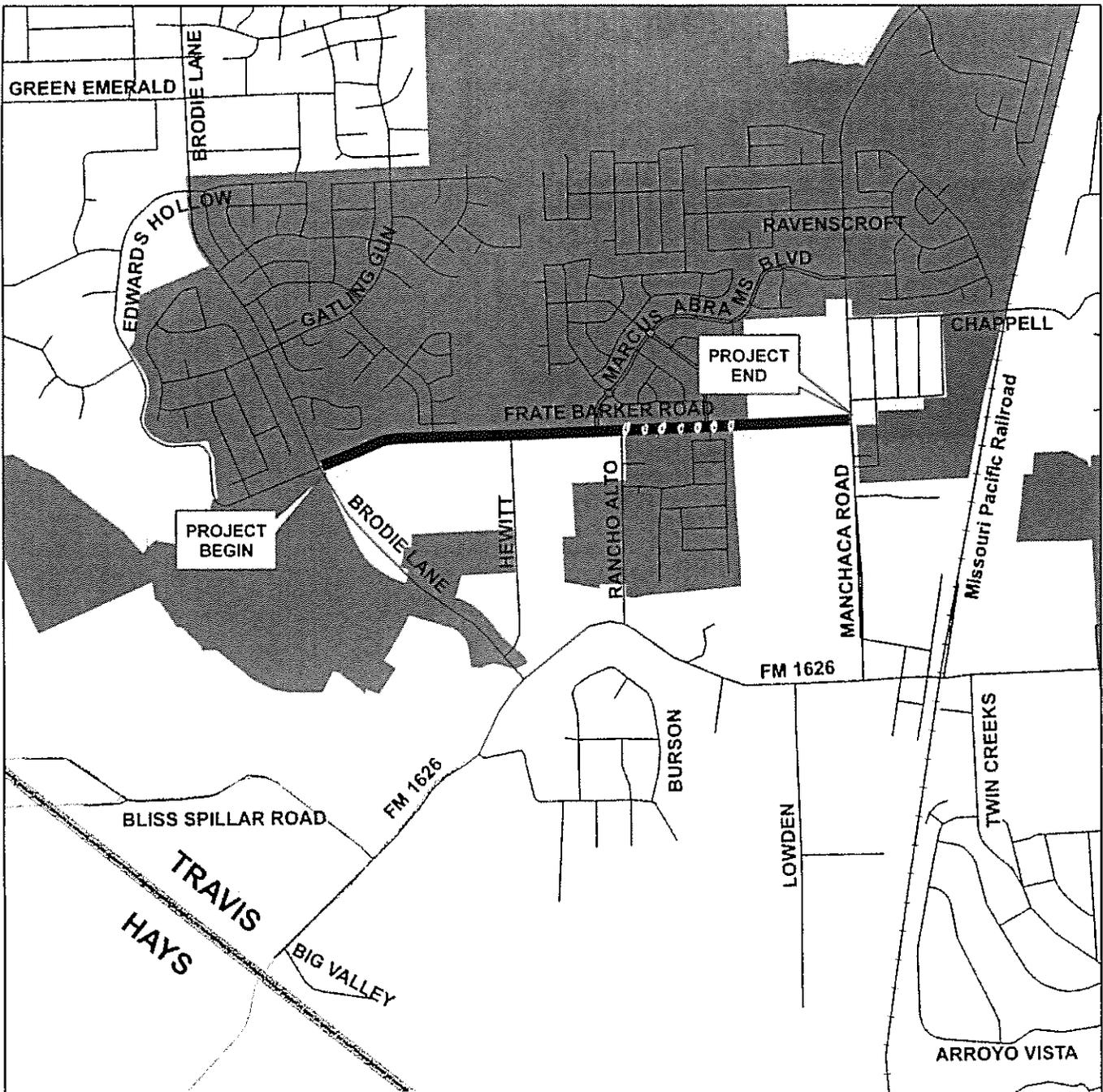
ID	Project Name	File Number	Permit Number
102189	RANCHO ALTO PH 1	CBJ-04-0188.1A	
Letter Of Credit #	Customer	Date Received	Type
07022811511	RANCHO ALTO VENTURE	02/28/2007	ESCROW
Bank	Exp. Date	Status	
CITY OF AUSTIN			
Customer Name	Address	City	State Zip
RANCHO ALTO VENTURES, LTD	1401 BURNHAM	PLANO	TX 75093
Comments			
ESCROW/REPL EXT FISCAL			

Double Click to Open Note Pad

FISCAL Type	External	Internal	Comments
STREET CONSTRUCTION	\$59,340.00	\$0.00	FRATE BARKER
EROSION CONTROLS	\$2,100.00	\$0.00	
RESTORATION	\$4,200.00	\$0.00	

Double Click to Open Note Pad

Line Item		Grand Total	
Line Adjustment	\$59,340.00	\$0.00	Line Adjustment
Total Org. External	\$65,640.00	\$0.00	Total Org. Internal
Adj External Amount	\$0.00	\$0.00	Adj Internal Amount
			Grand Total
			\$65,640.00
			Remaining Total
			\$65,640.00

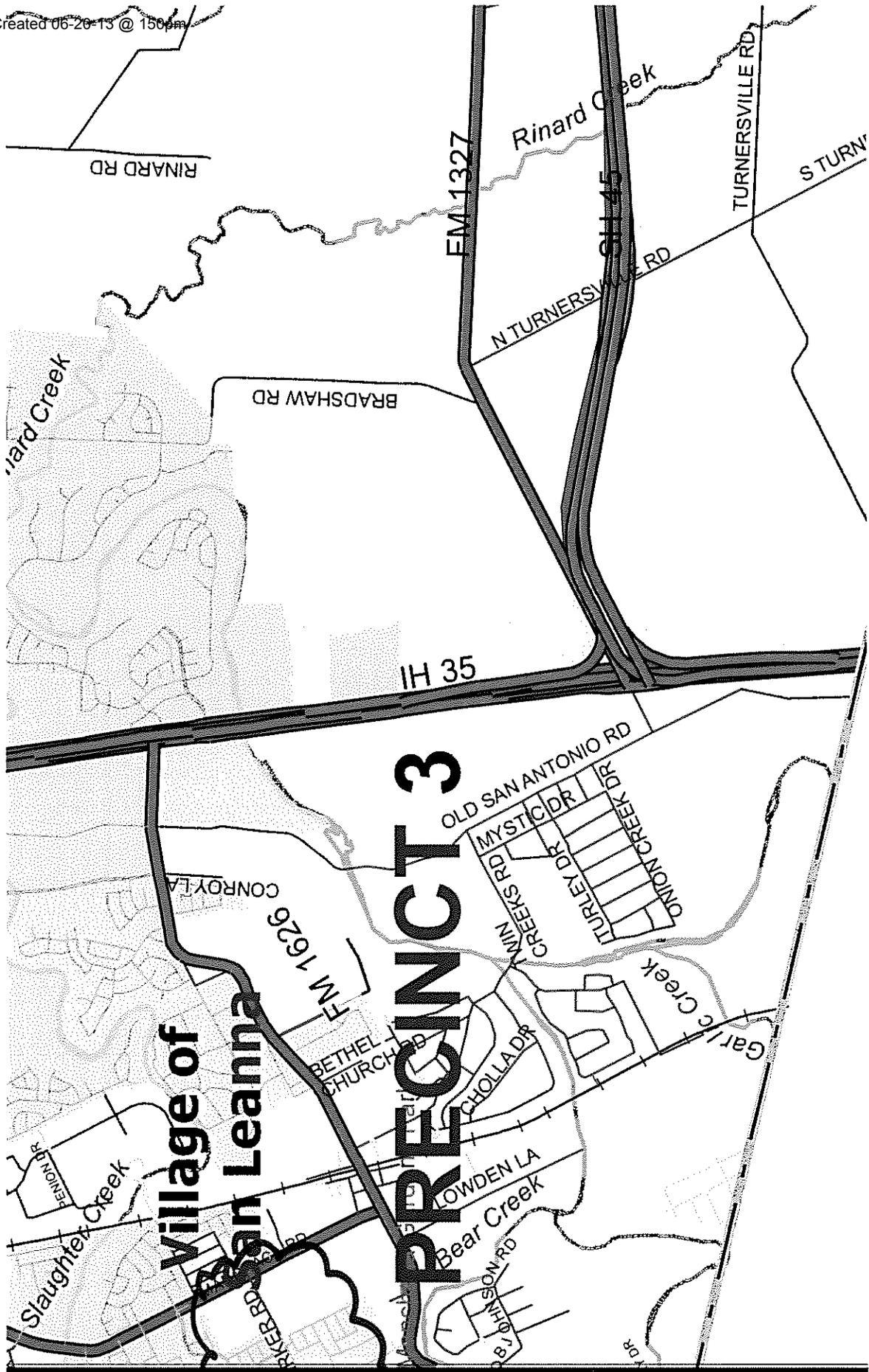


PROJECT LOCATION MAP

Frate Barker Road:
From Brodie Lane to Manchaca Road

Travis County, Texas

DISCLAIMER: This map was generated by HNTB Corporation using GIS (Geographic Information Systems) software. No claims are made to the accuracy or completeness of the information shown here, or to its suitability for a particular use. The scale and location of all mapped data are approximate.



Site

Village of San Leanna

PRECINCT 3

Rinard Creek

Rinard Creek

Slaughter Creek

Bear Creek

Galt Creek

RINARD RD

EM 1327

N TURNERSVILLE RD

TURNERSVILLE RD

STURN

BRADSHAW RD

IH 35

FM 1626

OLD SAN ANTONIO RD

MYSTIC DR

TURLEY DR

MIN CREAKS RD

BETHEL CHURCH

CHOLLA DR

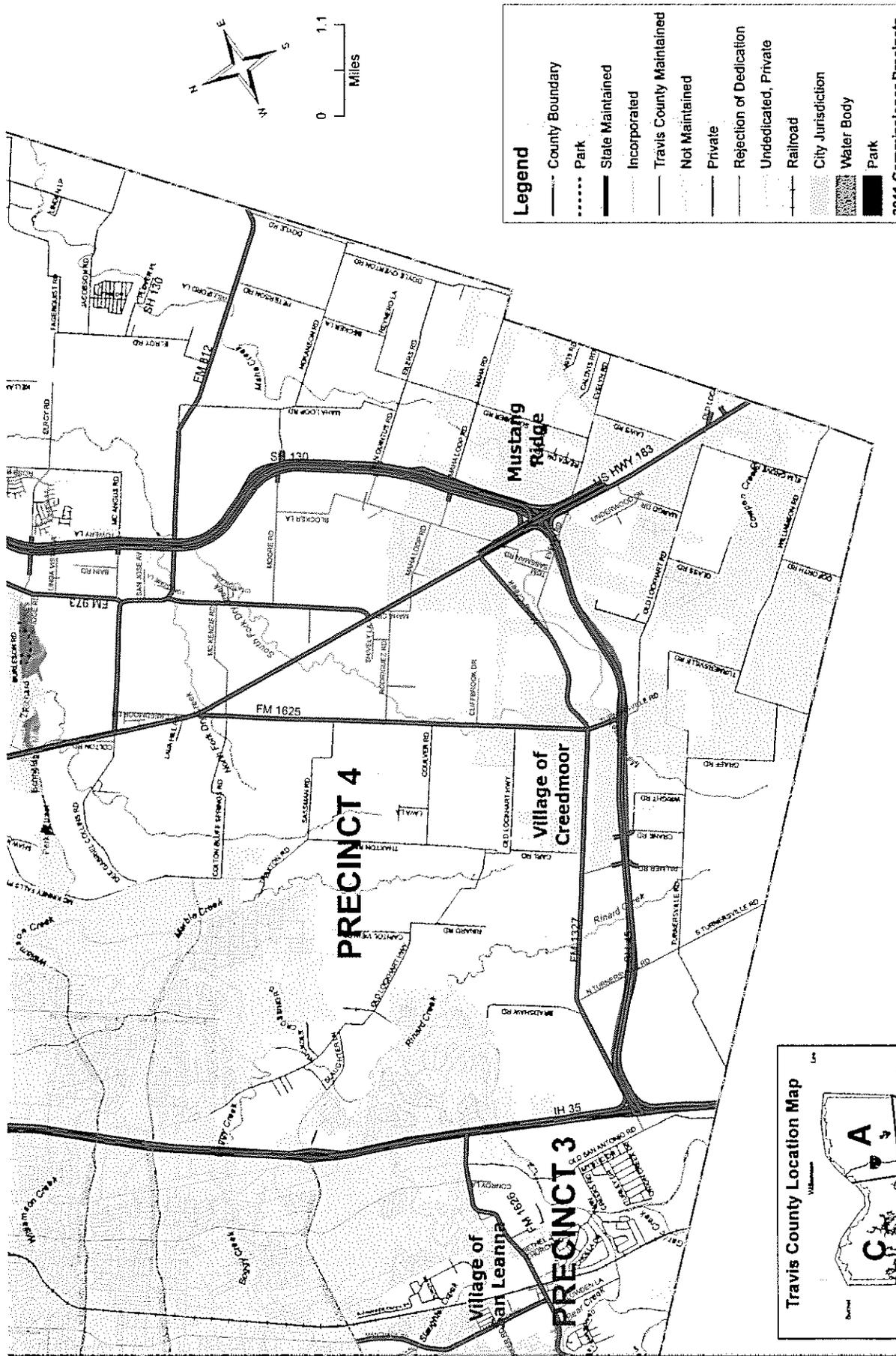
LOWDEN LA

ROBINSON RD

EMORY DR

BRKER RD

DR



Site





Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Joe L. Arriaga **Phone #:** (512) 854-7562

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

A handwritten signature in blue ink, likely belonging to Anna Bowlin, the Division Director mentioned in the text.

AB

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

A) Final plat for recording: West Cypress Hills, Phase Two, Section Two (West Cypress Hills, Phase Two, Section Two - 25.33 acres - 38 Total Lots - Cypress Ranch Boulevard - No ETJ) in Precinct Three.; and

B) Applicant wishes to enter into a Subdivision Construction Agreement with Travis County for West Cypress Hills, Phase Two, Section Two.

BACKGROUND/SUMMARY OF REQUEST:

The applicant wishes to final plat, West Cypress Hills, Phase Two, Section Two. The proposed subdivision includes 35 single-family lots, two drainage and amenity lots and one school lot. This final plat is located within the boundaries of the West Cypress Hills, Section 2, Revised Preliminary Plan that is scheduled for approval on todays agenda. Water and Wastewater will be provided by the Cypress Ranch WCID NO 1. Parkland requirements fees in lieu for the amount of \$3626.00 have been paid to Travis County.

STAFF RECOMMENDATIONS:

As this final plat meets all Travis County standards, TNR staff recommends approval.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone on this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

Location Map

Final Plat

Subdivision Construction Agreements

Precinct Map,

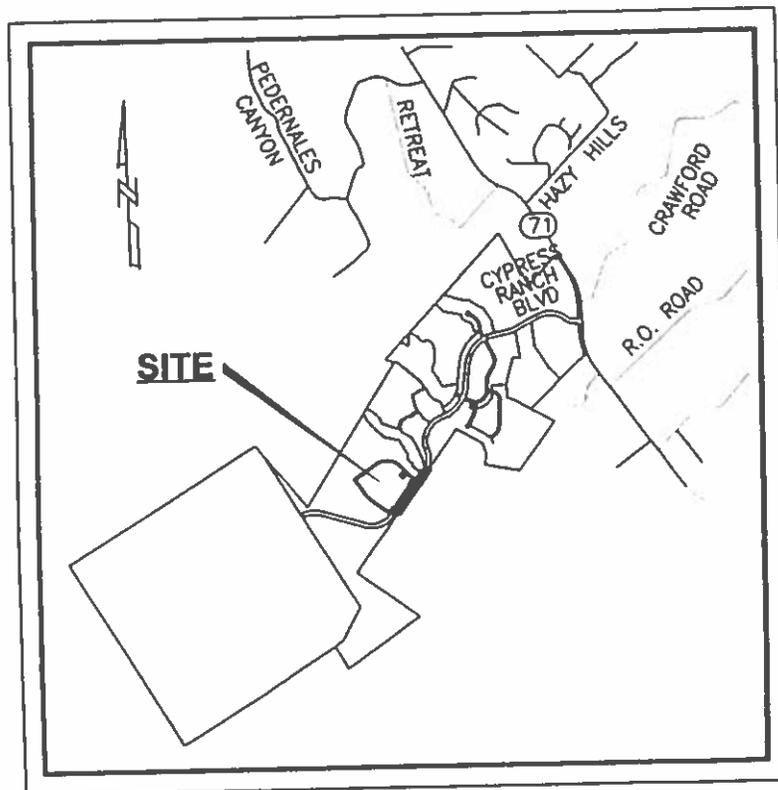
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:ja

1101 - Development Services Long Range Planning- West Cypress Hills, Phase 2, Section 2



LOCATION MAP
NOT TO SCALE



Travis County Precinct Map

West Cypress Hills Phase 2, Section 2

TBPE FIRM # 11206

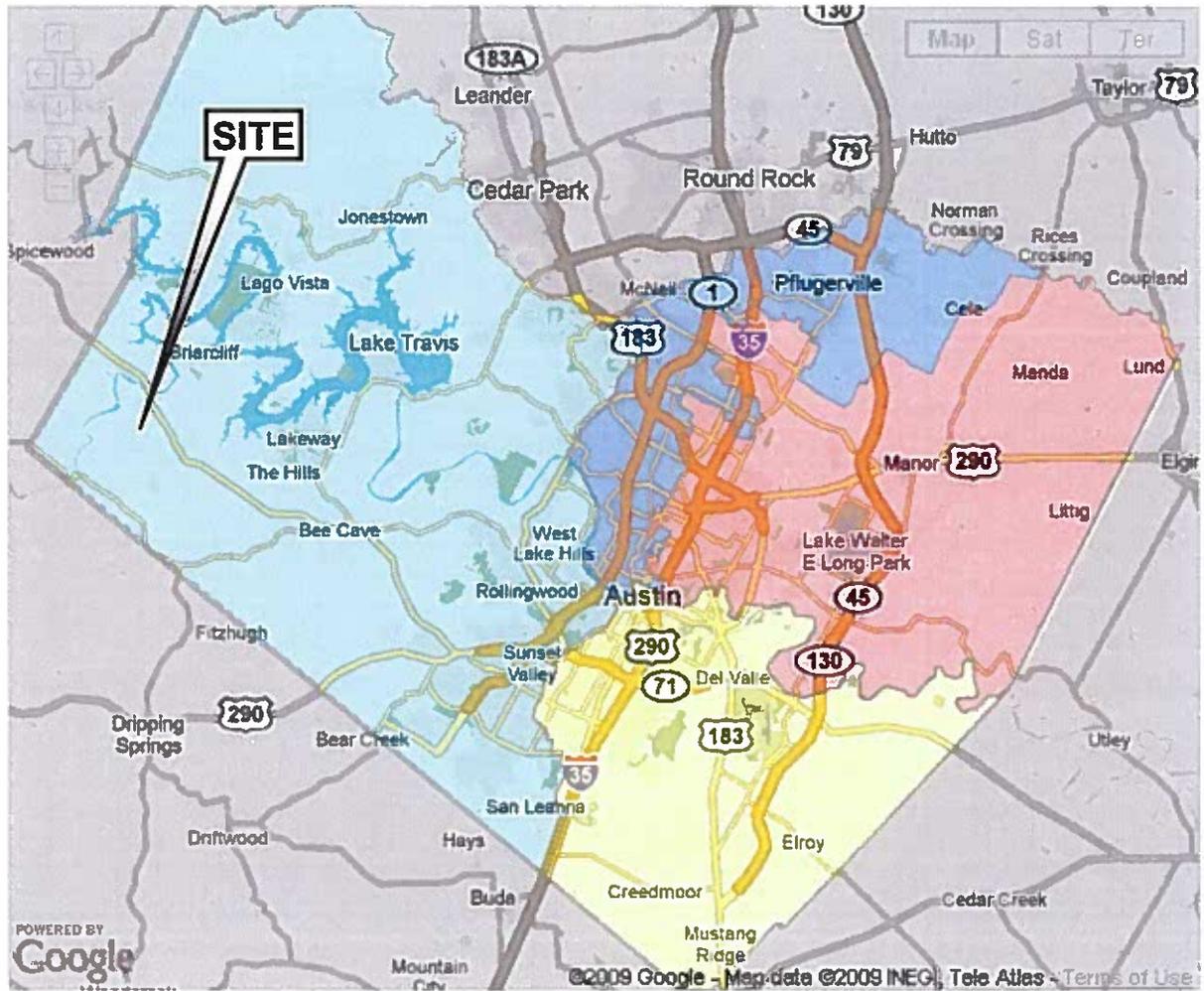


EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Cypress Ranch, Ltd., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "West Cypress Hills, Phase 2, Section 2" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Cypress Ranch, Ltd.
3600 N Capital of Texas Hwy, Bldg B, Ste 320
Austin, TX 78746

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

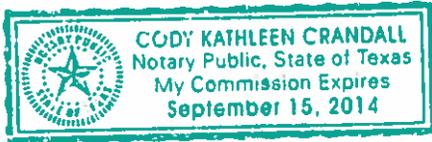
By: 
Name: Lisa Stephens
Title: Secretary, Cypress Ranch, Ltd.
Authorized Representative
Date: 6/5/2013

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 5 day of June, by Lisa Stephens, in the capacity stated herein.



Cody
Signature of Notary

After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

West Cypress Hills
Phase 2, Section 2
Construction Agreement

**PROPERTY DESCRIPTION
11.350 ACRES**

BEING 11.350 ACRES OF LAND IN THE H. REIMERS SURVEY NO. 68, ABSTRACT 2500, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A CALLED 343.80 ACRE TRACT DESCRIBED AS "EXHIBIT A" IN A DEED TO CYPRESS RANCH, LTD AND RECORDED IN DOCUMENT NO. 2002048694 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 11.350 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM CENTRAL ZONE NAD83.

BEGINNING at an iron rod with plastic cap stamped "CFE" on the westerly right of way line of Cypress Ranch Boulevard being the southerly southwest corner of the plat of West Cypress Hills, Phase Two, Section One, Right of Way Only (Cypress Ranch Boulevard) of record in Document No. 201100114 of the Official Public Records of Travis County, Texas, same being the most easterly northeast corner of a called 12.75 acre tract of land as described in a deed to Lake Travis Independent School District, recorded in Document No. 2008018596 of said Official Public Records;

THENCE, leaving the said westerly right of way line following the northerly, westerly and southerly lines of said called 12.75 acre tract the following ten (10) courses and distances

1. With the arc of a curve to the left, 23.56 feet having a radius of 15.00 feet, a central angle of, 90°00'00" and a chord bearing and distance of N08°51'09"W, 21.21 feet to calculated point;
2. N53°51'09"W, 96.96 feet to a calculated point at the beginning of a curve to the right;
3. With the arc of a curve to the right, 79.50 feet having a radius of 525.00 feet, a central angle of, 8°40'35" and a chord bearing and distance of S49°30'51"E, 79.42 feet to calculated point of tangency;
4. N45°10'34"W, 326.59 feet to a calculated point at the beginning of a curve to the left;
5. With the arc of a curve to the left, 386.94 feet having a radius of 275.00 feet, a central angle of, 80°37'07" and a chord bearing and distance of N85°29'08"W, 355.80 feet to calculated point of tangency;
6. S54°12'18"W, 403.87 feet to a calculated point at the beginning of a curve to the left;
7. With the arc of a curve to the left, 23.56 feet having a radius of 15.00 feet, a central angle of, 90°00'00" and a chord bearing and distance of S09°12'18"W, 21.21 feet to calculated point of tangency;
8. S35°47'42"E, 251.02 feet to a calculated point at the beginning of a curve to the left;
9. With the arc of a curve to the left, 146.55 feet having a radius of 465.00 feet, a central angle of, 18°03'27" and a chord bearing and distance of S44°49'25"E, 145.95 feet to calculated point of tangency and;
10. S53°51'09"E, 534.74 feet to an iron pipe with cap stamped "CFE";

THENCE, leaving the southerly line of said 12.75 acre tract and crossing said 343.80 acre tract the following twenty nine (29) courses and distances:

West Cypress Hills
Phase 2, Section 2
Construction Agreement

1. S36°08'51"W, 70.00 feet;
 2. N53°51'09"W, 20.00 feet;
 3. S36°08'51"W, 130.00 feet;
 4. N53°51'09"W, 514.74 feet;
 5. N50°11'44"W, 84.83 feet;
 6. N42°43'56"W, 88.30 feet;
 7. N36°31'48"W, 77.34 feet;
 8. N35°47'42"W, 418.40 feet;
 9. N54°12'18"E, 200.00 feet;
 10. S35°47'42"E, 13.40 feet;
 11. N54°12'18"E, 380.00 feet;
 12. N55°09'04"E, 79.34 feet;
 13. N57°05'37"E, 93.13 feet;
 14. N72°30'33"E, 94.41 feet;
 15. N87°56'54"E, 94.84 feet;
 16. S80°35'33"E, 94.84 feet;
 17. S69°08'00"E, 94.84 feet;
 18. S57°30'51"E, 97.48 feet;
 19. S47°09'34"E, 86.82 feet;
 20. S45°10'34"E, 140.00 feet;
 21. S44°49'26"W, 150.00 feet;
 22. S45°10'34"E, 74.04 feet;
 23. N44°49'26"E, 150.00 feet;
 24. S45°10'34"E, 70.00 feet;
 25. S49°41'20"E, 70.20 feet;
 26. S53°51'09"E, 70.00 feet;
 27. S36°08'51"W, 150.00 feet;
 28. S53°51'09"E, 15.00 feet to the beginning of curve to the left;
 29. With the arc of a curve to the left, 23.56 feet having a radius of 15.00 feet, a central angle of, 90°00'00" and a chord bearing and distance of N81°08'51"E, 21.21 feet to calculated point of tangency on the westerly right of way line of Cypress Ranch Boulevard;
- THENCE**, with said westerly right of way line, S36°08'51"W, 80.00 feet to the **POINT OF BEGINNING** and containing 11.350 acres of land, more or less.



AUSTIN SPATIAL TECHNOLOGIES, LLC

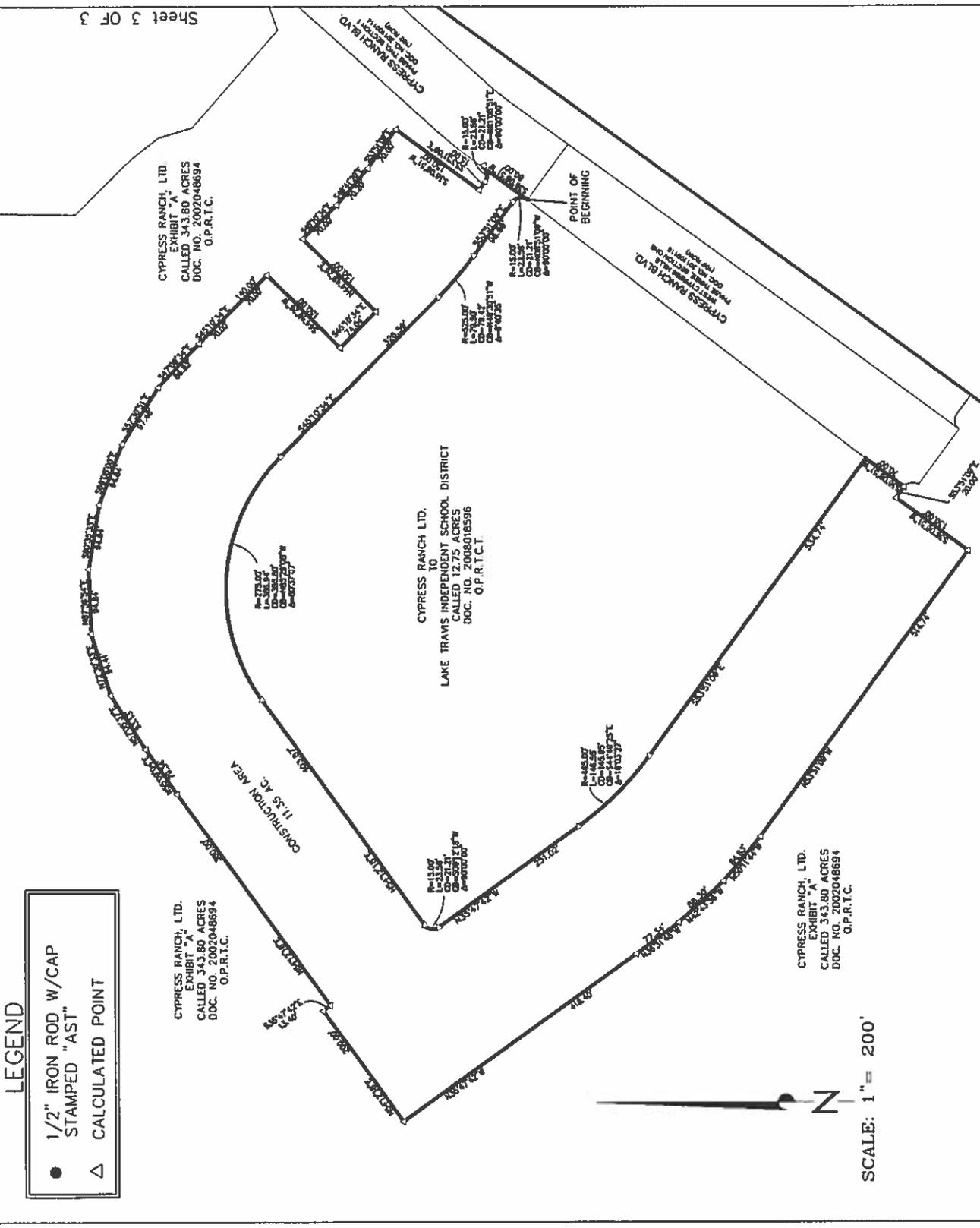
11208 CHERISE DR. - AUSTIN, TX 78739 - 512-675-0730
www.austinspatial.com

DATE: MAY 2013
SCALE: 1" = 200'
CHECKED BY: PC
DRAFTED BY: PCS
DESIGNED BY:

WEST CYPRESS HILLS
PHASE 2, SEC. 2 CONSTRUCTION AREA
TRAVIS COUNTY, TEXAS

SKETCH TO ACCOMPANY
PROPERTY DESCRIPTION

Sheet 3 OF 3



LEGEND

- 1/2" IRON ROD W/CAP
STAMPED "AST"
- △ CALCULATED POINT

CYPRESS RANCH, LTD.
EXHIBIT "A"
CALLED 343.80 ACRES
DOC. NO. 2002048694
O.P.R.T.C.

CYPRESS RANCH LTD.
TO
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
CALLED 12.75 ACRES
DOC. NO. 2008018596
O.P.R.T.C.

CYPRESS RANCH, LTD.
EXHIBIT "A"
CALLED 343.80 ACRES
DOC. NO. 2002048694
O.P.R.T.C.



SCALE: 1" = 200'

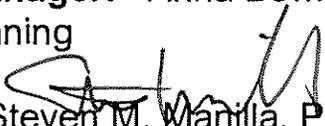


Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Joe Arriaga **Phone #:** (512) 854-7562

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a preliminary plan: West Cypress Hills, Phase Two-Revised Preliminary Plan (West Cypress Hills, Phase Two, Preliminary Plan, 189.27 acres - 252 Total Lots - Cypress Ranch Boulevard - No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The applicant wishes to revise a previously approved preliminary plan located in the county. The plan was last revised and approved by Commissioner's Court on May 24, 2011. The proposed changes include the following: modifying the boundaries of the single-family lots, making minor streets alignments, removing one street, reducing the number of single family lots from 261 to 252, and reducing the linear footage of roadway by 1,464 linear feet. Finally the applicant is relocating the water quality and detention ponds due to the new Low Impact Development areas being uses in some areas of the development. Water and Wastewater will be provided by the Cypress Ranch WCID NO 1. The development is subject to parkland requirements and they will be satisfied at time the final plats are approved.

STAFF RECOMMENDATIONS:

As this revised plan meets all Travis County standards, TNR staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone regarding this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map
Approved Plan
Proposed Plan

Precinct Map

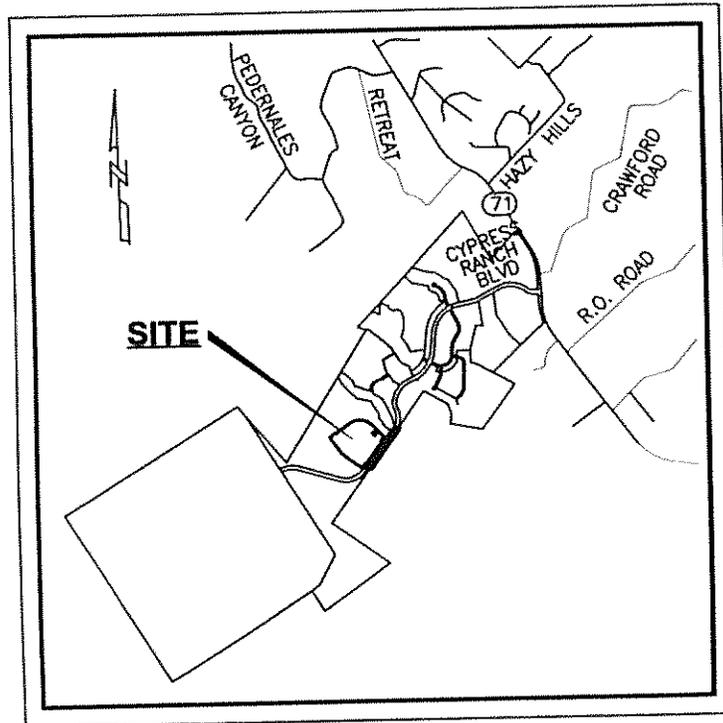
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

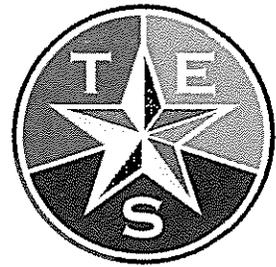
CC:

SM:AB:ja

1101 - Development Services Long Range Planning - West Cypress Hills, Phase Two



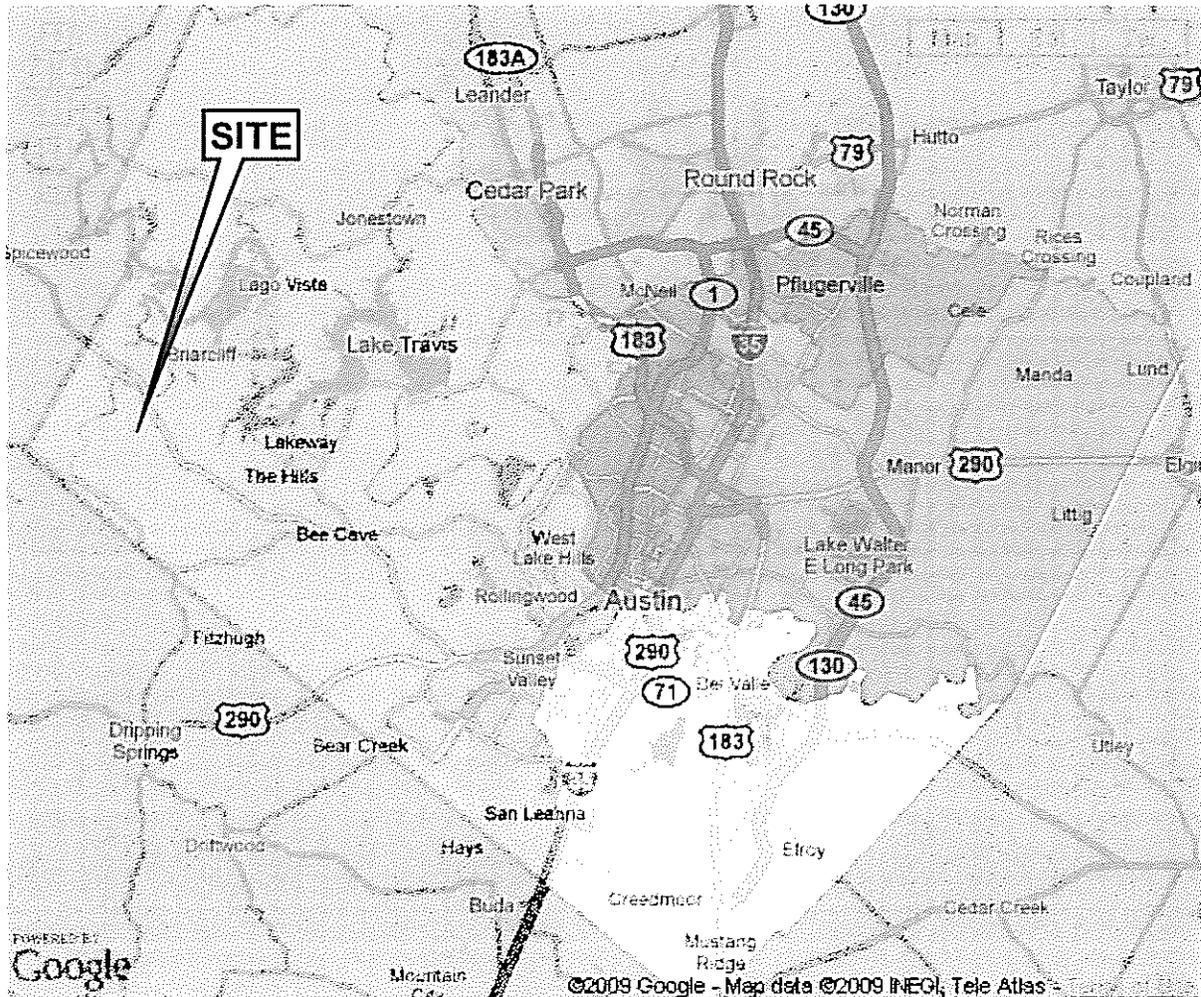
LOCATION MAP
NOT TO SCALE



Travis County Precinct Map

West Cypress Hills Phase 2, Section 2

TBPE FIRM #11206





Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By: Tim Pautsch **Phone #:** 854-7689

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

AB

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin., for sidewalk fiscal for West Cypress Hills Phase 1 Section 4A for Lot 45 Block A, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin., proposed to use this Cash Security Agreement, as follows: Phase 1 Section 4A for Lot 45 Block A, \$950.04, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	854-7561
Stacey Scheffel (55)	Permits Program Manager Floodplain	TNR	854-7565

	Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

: :
1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 4A

✓ # 0072953
APP- 1852

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 950.04 ADDRESS: 21917 RockWren RD

SUBDIVISION: West Cypress Hills
 LOT: 45 BLOCK: A SECT.: 4A

DATE OF POSTING: 6/3/13

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

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

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

Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Amy Brooks

Highland Homes Ltd. - Austin

PRINT: Amy Brooks

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

TITLE: Office Administrator

Austin, Texas 78727

PHONE: 512-834-8429 x108

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date



Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Juanita Jackson, 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Approve A Letter for the Revenue Contracts with AISD for After School Enrichment Services Provided the Travis County Through the Texas AgriLife Extension Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached letter

STAFF RECOMMENDATIONS:

Staff recommends approval.

ISSUES AND OPPORTUNITIES:

See attached letter

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached letter

REQUIRED AUTHORIZATIONS:

Leslie Browder, County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, Travis County Auditor
Mary Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Shannon Pleasant, Assistant Purchasing Agent, TC Purchasing Office
Aerin Toussaint, Analyst, Planning and Budget Office
Dolores Sandmann, Director, Texas AgriLife Extension Services

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



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

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

DATE: June 14, 2013

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Letter of renewal for after-school revenue contract with Austin
Independent School District (AISD)

Proposed Motion:

Consider and take appropriate action to approve a letter of renewal for the revenue contract with AISD for after-school enrichment services provided by Travis County through the Texas AgriLife Extension office.

Summary and Staff Recommendations:

The Texas AgriLife Extension Service provides after-school programming at various locations in Travis County. AgriLife uses a combination of General Fund money, grant money and money from revenue contracts to operate these programs which provide hands-on learning experiences that not only help youth become successful adults but also reduce risk-taking behaviors that inhibit success. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education, and life skills.

This letter of renewal extends the contract for the 2013-2014 school year. TCHHSVS staff recommends approval.

Budgetary and Fiscal Impact:

The revenue contract with AISD for the 2013-2014 school year is for a maximum of \$210,000.

Issues and Opportunities:

This revenue contract helps Travis County fund the after-school programs. Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance.

Background:

The Texas AgriLife Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office



Austin Independent School District

Contract & Procurement Services

May 16, 2013

Travis County
Attn: Samuel T. Biscoe, Travis County Judge

Street Address

700 Lavaca
Suite 2.700
Austin, TX 78701

Mailing Address

PO Box 1748
Austin, TX 78767

Phone: (512) 854-9555

Fax: (512) 854-9535

Subject: Notification of Renewal – Youth and Family Enrichment Programs
Request for Proposal P11-035

Dear Samuel T. Biscoe:

Please accept this letter as your Notification of Renewal ("Renewal") for Request for Proposal (RFP) P11-035, Youth and Family Enrichment Programs Service Agreement ("Agreement") pending AISD Board approval estimated to occur June 17, 2013. Services are to be performed pursuant to the Agreement on an as needed basis as requested by individual campuses effective through the 2013-2014 school year. No minimum quantity of service is guaranteed. This Notice of Renewal is being issued in accordance with the Terms and Conditions set forth in RFP P11-035 and the executed service agreement.

This Renewal notice is issued by AISD and approved by Travis County subject to all terms and conditions of the Agreement including, but not limited to, termination and funding limitation requirements.

Please indicate "ACKNOWLEDGEMENT" of this Renewal Notification by signing in the space provided below and returning this document to the undersigned (return by email or fax). A copy

should be kept for your records. We look forward to working with your institution in providing this important service to the District.

Sincerely,

Christy Martinez
Procurement Specialist
Austin Independent School District
(512) 414-2126 Fax 512-480-0924
Christy.martinez@austinisd.org

ACKNOWLEDGEMENT

AUTHORIZED SIGNATURE

Travis County
COMPANY NAME

Sam.Biscoe@co.travis.tx.us
EMAIL ADDRESS

Samuel T. Biscoe
PRINTED NAME

Travis County Judge
TITLE

512-854-9555
PHONE NUMBER

DATE



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Yolanda Aleman, (512)854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, (512)854-9106

Jessica Rio – Planning and Budget Office, (512)854-9106

David Salazar - County Judge's Office, (512)854-9555

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS

FY 2013

6/25/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580010	Reserves	Allocated Reserves		35,000.00	1
		0001	119001	511280	County Atty.	Other Legal Services	35,000.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	157008	500050	Records Mngt	Salaries-Regular Employees		\$14,702.00	3
		0001	157009	511570	Records Mngt	Radio/TV Comm.Repairs/Mnt	\$14,702.00		
T2		0001	140001	500050	Counseling Ctr.	Salaries-Regular Employees		\$34,704.25	6
		0001	140001	503010	Counseling Ctr.	Longevity Pay All Employees		\$227.50	
		0001	140001	506010	Counseling Ctr.	FICA - OASDI		\$2,165.63	
		0001	140001	506020	Counseling Ctr.	Medicare		\$506.63	
		0001	140001	506030	Counseling Ctr.	Medical Insurance		\$5,149.67	
		0001	140001	506040	Counseling Ctr.	Life Insurance		\$57.75	
		0001	140001	506050	Counseling Ctr.	Retirement Contribution		\$4,502.75	
		0001	140001	506060	Counseling Ctr.	Worker's Compensation		\$19.54	
		0001	140001	510200	Counseling Ctr.	Office Equipment		\$350.00	
		0001	140001	510060	Counseling Ctr.	Communication Supp & Equip.		\$803.54	
		0001	140001	510110	Counseling Ctr.	Food & Groceries		\$145.83	
		0001	140001	512100	Counseling Ctr.	Travel Mileage		\$437.50	
		0001	140001	512090	Counseling Ctr.	Travel Lodging Meals & Other		\$350.00	
		0001	140001	512050	Counseling Ctr.	Registration Conference/Seminar		\$291.67	
		0001	155001	500050	Crim.Jus.Plng.	Salaries-Regular Employees	\$34,479.38		
		0001	155001	503010	Crim.Jus.Plng.	Longevity Pay All Employees	\$227.56		
		0001	155001	506010	Crim.Jus.Plng.	FICA - OASDI	\$2,151.04		
		0001	155001	506020	Crim.Jus.Plng.	Medicare	\$503.13		
		0001	155001	506030	Crim.Jus.Plng.	Medical Insurance	\$7,724.50		
		0001	155001	506050	Crim.Jus.Plng.	Retirement Contribution	\$4,626.65		

OTHER

O1 Creation of one FTE (Chemical Dependency Counselor) in Criminal Justice Planning via internal resource reallocation. Related to T2 above.

6



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director *D Ramirez*

DATE: June 18, 2013

RE: Request from County Attorney's Office for \$35,000 from Allocated Reserve for contract modification for legal services related to congressional redistricting

On June 4, 2013, Commissioners Court considered Executive Session item 34, "Receive briefing and take appropriate action regarding Travis County's involvement in legal action regarding congressional redistricting including consideration of the status of contract with Renea Hicks". At that time, Commissioners Court approved a contract modification that increased Mr. Hicks' contract by \$35,000.

The open Court discussion on this item did not include any direction or action regarding the source of funding for this contract modification. PBO has since received a budget amendment request from the County Attorney's Office requesting \$35,000 from the Allocated Reserve to fund the contract increase. PBO recommends approval of this request.

Please note that the contract modification is also on this Court agenda for approval. If both items are not approved on the consent agenda, PBO recommends that Court approve the budget amendment first, to ensure that budget is available, before approving the contract modification.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
The Honorable David Escamilla, Travis County Attorney
Jim Collins, Stephen Capelle, County Attorney's Office
Chantelle Abruzzo, Amanda Valdes, Sheila Moss, County Attorney's Office
Mike Long, Purchasing Office
County Auditor's Office

Header Information for Entry Doc Number

400002747

Doc. Number 400002747 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jun 12, 2013
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creation Date Jun 12, 2013 Creation Time 17:22:33
 Creator ABRUZZC Year Cohort Public Law
 Resp. Person
 Legislation

Additional Data

Header Text
 TextName

Total Document 35,000 USD

Lines

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-35,000	CC Approved on 6/4/13, Item #34 - Pay Renea Hicks
000002	0001		1190010001	511280	1220	NOT-RELEVANT NON-FUNDED-PROGRAM	35,000	

Ali June 19, 2013



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst, Sr. *AM*

DATE: June 14, 2013

RE: Approve transfer of savings in regular salaries to fund maintenance agreements for Media Services Equipment purchased for 700 Lavaca.

RMCR is requesting approval for the transfer of \$14,702 in funds from regular salaries line item to purchase additional maintenance agreements for equipment purchased to outfit the media center at 700 Lavaca. The equipment was initially purchased utilizing Facilities Management funds budgeted for the outfitting of 700 Lavaca and included one year of technical support and maintenance. RMCR traditionally purchases three year agreements on new equipment and are requesting this transfer to purchase an additional two years' worth of maintenance support. The current maintenance agreements expire during FY 13, this proposal will extend support through FY 2015.

In addition to this request to move savings from regular salaries line request, RMCR has identified \$7,600 in funds within Media Services operating line items, for a total cost for the new agreements of \$22,302.

The equipment and costs covered include:

- DVServe Editshare GeeVs Video Server \$15,200.00
- NverZion Automation Server \$1,902
- Ross Xpression Hardware Character Generator \$3,600.00
- Ross Xpression Software Character Generator \$1,600.00

Total: \$22,302

PBO concurs with the use of salary savings for this purpose and recommends approval of this request.

cc: Jessica Rio, Leslie Browder, Travis Gatlin, PBO
Steve Broberg, Al Jackson, RMCR



TRAVIS COUNTY
RECORDS MANAGEMENT & COMMUNICATION RESOURCES
700 Lavaca St., Suite 330 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Alan Miller, Senior Budget Analyst

FROM: Steven Broberg, RMCR Director

DATE: June 13, 2013

SUBJECT: **Transfer of One-Time Salary Savings to Extend Maintenance Agreements for Media Equipment**

RMCR requests approval of budget transfer 400002823 as follows:

\$14,702 From: 1570080001/500050 Salaries-Regular Employees
To: 1570090001/511570 Radios/TV Communication Repairs & Maintenance

The consultants managing the procurement of new video equipment for the 700 Lavaca TCTV-17 facilities included a maintenance agreement for only one year. Media Services always includes multiyear support agreements on these purchases and was unaware of this situation. RMCR requests the use of one-time salary savings to internally fund the purchase of extended maintenance agreements for this equipment.

Thank you for your assistance in this matter.

Header Information for Entry Doc Number

400002823

Doc. Number 400002823 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jun 14, 2013
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 2 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family

Additional Data

Creator MILLERA1 Creation Date Jun 14, 2013 Creation Time 09:08:31
 Resp. Person Year Cohort Public Law
 Legislation

Header Text To extend media maintenance agreements

TextName

Lines Total Document 0 14,702 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncAreaGrant	Funded Program	Local Amount	Text Line
000001	0001		1570080001	500050	1110	NOT-RELEVANT NON-FUNDED-PROGRAM	-14,702	To extend Maint. Agreements on Media Equipment
000002	0001		1570090001	511570	1110	NOT-RELEVANT NON-FUNDED-PROGRAM	14,702	

Handwritten signature and date: June 19, 2013



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: June 18, 2013

RE: Request from Justice and Public Safety (JPS) to transfer the Commitment to Change (CTC) Program and budget from Counseling & Education Services (CES) to Criminal Justice Planning (CJP)

The County Executive for JPS is requesting that the CTC program be transferred from CES to CJP to allow for a seamless integration of the CTC program with the Inside/Out Travis County program currently budgeted in CJP. Detailed descriptions of the two programs are included in the memorandum from the County Executive, JPS, attached later in this backup. The transfer will streamline program operation and create consistency between the two programs (personnel and programming) by merging CTC and IOTC into one comprehensive program under the direction of one manager.

While transfers between departments that report to the same County Executive can be treated as automatic budget adjustments, the following change being requested warrant Commissioners Court review. The department will transfer funding for the rest of the fiscal year to cover two existing FTE (one Chemical Dependency Counselor and one Office Specialist, Senior) as well as sufficient temporary salaries budget and operating budget to allow CJP to merge two part-time temporary positions into one full time permanent position (Chemical Dependency Counselor). CJP will also contribute permanent salary savings to funding this new full time permanent position.

If approved, PBO will include the annualized budget transfer in the CJP and CES Preliminary Budgets. PBO concurs with this request.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Roger Jefferies, County Executive, JPS
Mitchell Goertz, Kimberly Pierce, CJP
Caryl Colburn, Theresa Goff, CES
Todd Osburn, HRMD

CRIMINAL JUSTICE PLANNING DEPARTMENT

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



MEMORANDUM

To: Roger Jefferies, County Executive, Justice and Public Safety 

From: Kimberly Pierce, Manager, Criminal Justice Planning

Date: March 11, 2013

Subject: The Transfer of Management and Oversight of the Commitment to Change Program Located at the Travis State Jail

Counseling and Education Services (CES) and Criminal Justice Planning (CJP) are recommending to the Travis County Commissioners Court a FY2013 restructuring and reallocating of funding for the Commitment to Change (CTC) Program at the Travis State Jail (TSJ).

What is CTC?

The CTC program was created in 2005 as a six month long pre-release and post-release, cognitive behavioral therapy program, for both court ordered and voluntary clients, designed to focus on substance abuse and criminal conduct. Both of these issues are addressed utilizing an evaluated curriculum called, Criminal Conduct and Substance Abuse Treatment: Strategies for Self-Improvement and Change, by Kenneth W. Wanberg, Ph.D., and Harvey B. Milkman Ph.D. The Texas Department of Criminal Justice (TDCJ) allocated 24 treatment beds for the use of the CTC program. The program can serve up to 96 clients annually. The post-release phase of the program includes weekly aftercare, case management, and transitional housing, contingent on available funding and if the client is in compliance with the program rules and standards. The CTC program is currently under the oversight of CES.

Recent History of the CTC Program

In 2009, an internal evaluation of the program was conducted with unsatisfactory recidivism outcomes. It became apparent to staff that while the outcomes of the pre-release curriculum taught inside the jail received satisfactory results, it was the absence of intensive post-release case management services that was lacking - often times resulting in immediate re-arrest after release from prison. Due to these results, staff recommended to the Commissioners Court to reallocate funding (split the CTC budget in half) to allow for a creation of a strong post-release, intensive case management program that would be managed through CJP. CJP had the staff expertise in researching evidence based practices on case management and the needed staff planning time to properly oversee such an important phase of the program. The total yearly CTC budget was \$313,164. CTC kept \$156,582 that funded a Chemical Dependency Counselor

Senior, two part-time counselors and one full-time Office Specialist Senior to provide substance abuse treatment at the Travis State Jail. The other half of the funding was transferred to CJP to create the re-entry portion of programming at the jail

In 2011, The Travis County Commissioners Court granted CJP permission to reallocate existing funding by creating an offender re-entry program at the Travis State Jail, the Inside/Out of Travis County program (IOTC). Almost all of the CTC clients receive the IOTC intensive case management services either based on their assessment risk score or as a condition of probation. Since the creation of the IOTC program, a collaboration of several departments was formed; CJP, CES, Travis County Adult Probation and Travis County Criminal Courts. Not only do CTC and IOTC, communicate regularly for client's court ordered to CTC but IOTC staff also attend weekly case staffing's and attend monthly Texas Department of Criminal Justice program meetings relevant to Travis State Jail's operations.

Through this reallocated funding, CJP was able to fund a Case Management Coordinator, a Social Worker and a Case Worker at an annual cost of \$187,707 for IOTC. As mentioned above, CES was able to fund a Chemical Dependency Counselor Senior, two part-time counselors and one Office Specialist Senior at an annual cost of \$168,984. The budget amounts shown here differ from the original reallocation due to salary increases based on the market salary survey in 2012.

What Will the FY2013 Change Look Like?

To streamline program operation, CJP and CES staff is recommending that the management of the CTC program be transferred entirely to the CJP Department. This will merge CTC and IOTC into one functioning comprehensive program under the direction of one supervisor, the Case Management Coordinator. Funding will be used to create consistency among the two programs, with both personnel and programming.

In order for this reorganizational change to occur, the following steps should be taken:

- The two FTE's under CES (one Chemical Dependency Counselor and one Office Specialist, Senior) be transferred to CJP.
- The two part time counselors should be converted into one FTE, Chemical Dependency Counselor). The two part time positions are funded at \$44,701; converting the positions into one FTE will cost \$53,627 (this includes benefits); an \$8,927 difference. There is currently salary savings in CJP that the department intends on using to cover the difference in salary. (This amount has been confirmed with PBO)
- Transfer the CTC budget amount of \$168,984 to CJP.
- All data collection and management would need to be transferred to CJP, the value in this change is having continuity in how data is gathered and evaluated for all Travis County funded programming at the Travis State Jail.
- The reorg will be submitted with CJP's FY14 Budget submission and the transfer and FTE will occur later in the fiscal year.

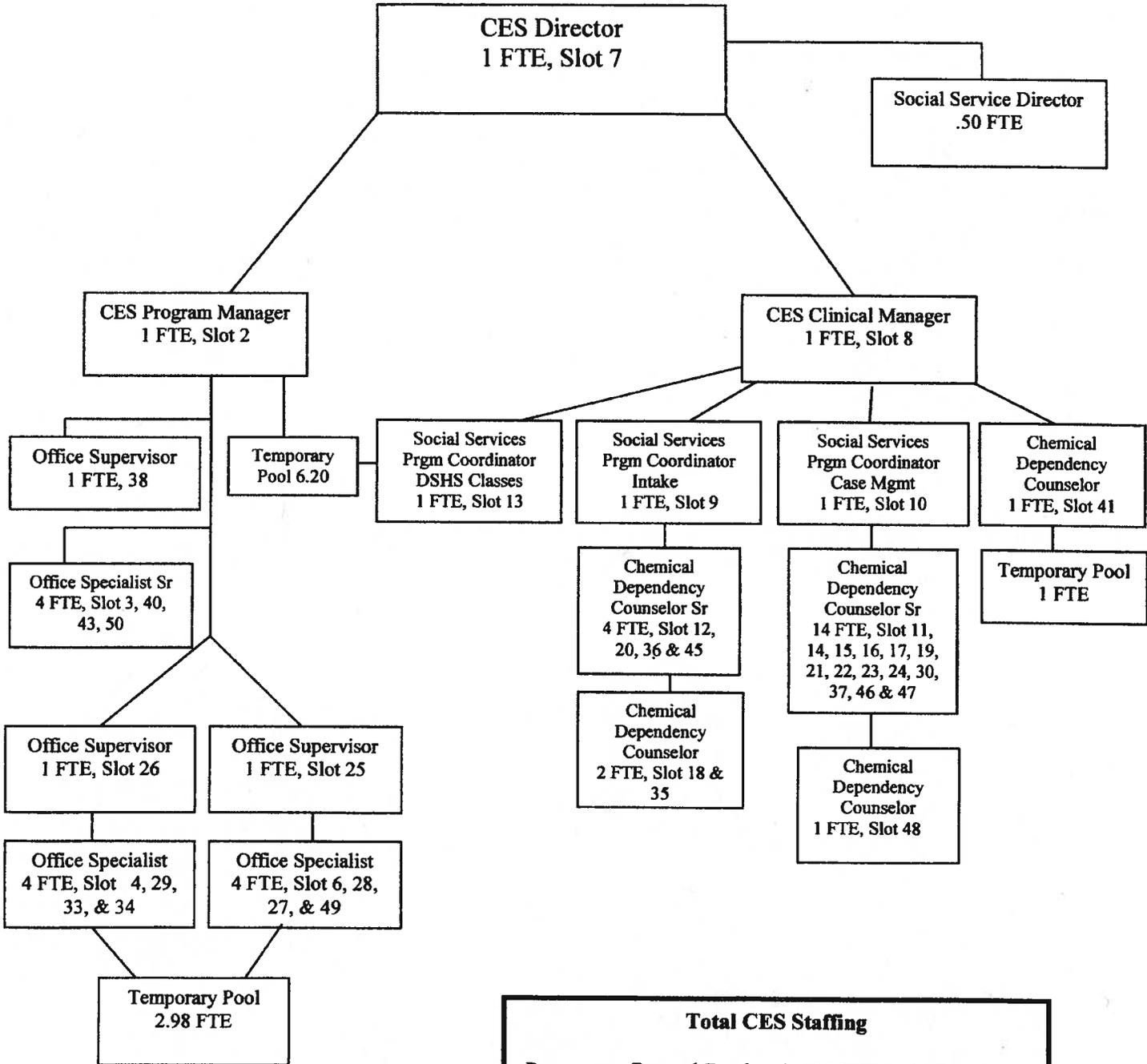
cc:

Caryl Colburn, CES
March Spacht, CES
Patricia Bouressa, CJP

Mitchell Goertz, CJP
Katie Peterson, PBO
Todd Osborne, Human Resource

9

COUNSELING & EDUCATION SERVICES (CES) FY'13 Proposed ORGANIZATIONAL CHART



Total CES Staffing		
Permanent General Fund	44 .00 FTE	44 Positions
Temporary General Fund	<u>10.68 FTE</u>	<u>40 Positions</u>
Total	54.68 FTE	84 Positions

Header Information for Entry Doc Number

400002850

Doc. Number 400002850 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Jun 17, 2013
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creator GOERTZM Creation Date Jun 17, 2013 Creation Time 10:58:53
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text CTC budget transfer from CES to CJP

TextName

Lines

Total Document 49,712.26 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0001		1400010001	500050	1420	NOT-RELEVANT	-34,704.25	CTC
000002	0001		1400010001	503010	1420	NOT-RELEVANT	-227.5	CTC
000003	0001		1400010001	506010	1420	NOT-RELEVANT	-2,165.63	CTC
000004	0001		1400010001	506020	1420	NOT-RELEVANT	-506.63	CTC
000005	0001		1400010001	506030	1420	NOT-RELEVANT	-5,149.67	CTC
000006	0001		1400010001	506040	1420	NOT-RELEVANT	-57.75	CTC
000007	0001		1400010001	506050	1420	NOT-RELEVANT	-4,502.75	CTC
000008	0001		1400010001	506060	1420	NOT-RELEVANT	-19.54	CTC

Line	Fund	Fund center	Comm. Item	Func Area	Grant	Funded Program	Local Amount	Line Text	CTC
000009	0001		1400010001	510200	1420	NOT-RELEVANT	NON-FUNDED-PROGRAM	-350	CTC
000010	0001		1400010001	510060	1420	NOT-RELEVANT	NON-FUNDED-PROGRAM	-803.54	CTC
000011	0001		1400010001	510110	1420	NOT-RELEVANT	NON-FUNDED-PROGRAM	-145.83	CTC
000012	0001		1400010001	512100	1420	NOT-RELEVANT	NON-FUNDED-PROGRAM	-437.5	CTC
000013	0001		1400010001	512090	1420	NOT-RELEVANT	NON-FUNDED-PROGRAM	-350	CTC
000014	0001		1400010001	512050	1420	NOT-RELEVANT	NON-FUNDED-PROGRAM	-291.67	CTC
000015	0001		1550010001	500050	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	34,479.38	CTC
000016	0001		1550010001	503010	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	227.56	CTC
000017	0001		1550010001	506010	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2,151.04	CTC
000018	0001		1550010001	506020	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-503.13	CTC
000019	0001		1550010001	506030	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	7,724.5	CTC
000020	0001		1550010001	506050	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-4,626.65	CTC

[Signature]
June 19, 2013

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Constable Staffing
(\$135,679)	Constable Pct. 1	11/15/12	Constable Staffing
(\$10,000)	County Attorney	11/20/12	Legal Advisory Services
(\$240,179)	HRMD	12/4/12	Benefits income adjustment
(\$12,537)	Tax Office	12/11/12	Reclassification of two positions
(\$7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
(\$80,000)	TNR	1/22/13	East Metro Park Multi-Purpose Court
(\$46,900)	TNR	1/29/13	Recycling Program
(\$11,700)	Facilities	2/5/2013	Move for Dist. Clerk to Gault basement
(\$190,642)	County Attorney	3/12/2013	County Attorney Litigation Staff
(\$21,592)	ITS	3/12/2013	County Attorney Litigation Staff
(\$250,000)	Facilities	3/26/2013	Remodel 10th Floor @700 Lavaca Bldg.
(\$51,500)	CJP	4/16/2013	APD Chemist backlog
(\$115,940)	Cons. Pct. 1	4/23/2013	Constable Staffing
(\$5,300)	Criminal Courts	4/30/2013	Veterans Court program
\$63,031	County Auditor	5/14/13	Returning BEFIT Operating Funds
(\$1,000)	Historical Comm.	5/14/13	Transfer for Williams Grant
(\$29,371)	Sheriff	5/14/13	Transition Crim.Cts.Bailiff positions to TCSO
\$721,064	County Clerk	5/28/2013	Reimbursement for November Election
\$6,094,074	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$214,774)	Criminal Courts – Veterans Court Grant
(\$175,000)	Crim Cts Legally Mandated Fees – Atty Fees & Other Ct Costs for Capital Cases
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$200,000)	General Admin – HUB Requirements Disparity Study (\$35,595 funds from State, restricted-use for this purpose)
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$14,497)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$2,403,843)	Total Possible Future Expenses (Earmarks)

\$3,690,231 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)**CAR RESERVE TRANSFERS**

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
(\$649,975)	ITS	1/15/13	Data storage tapes
(\$58,040)	Facilities	1/15/13	Renovation of HMS Courthouse Rm118
(\$60,000)	Facilities	1/15/13	Gault HVAC renovation project
(\$42,283)	TNR	1/29/13	Technical Correction FY 12 Budget Amendment
(\$46,306)	Facilities	2/5/13	Gault basement renovations-Dist. Clerk
(\$35,142)	Facilities	2/19/13	FFE for ongoing renovation of 700 Lavaca
(\$112,944)	Facilities	3/26/13	Remodel 10th Floor @ 700 Lavaca Bldg.
(\$39,957)	TNR	4/29/13	Motorcycle Replacement for TCSO
(\$35,000)	Purchasing	4/30/13	Forklift - Purchasing Warehouse
(\$224,417)	ITS	6/4/13	IT Infrastructure for 5th Fl. Granger
(\$194,502)	TNR	6/18/13	Replacement cost of Automobile losses
\$1,224,826 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
\$ (592,883)	ITS Infrastructure for FMD Projects
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (1,120,929) Total Possible Future Expenses (Earmarks)	

\$103,897 Remaining CAR Reserve Balance After Possible Future Expenditures

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
\$2,016,924 Current Reserve Balance			

Fuel & Utility Reserve Status (580130)

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

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
\$ (50,000)	PBO	5/21/13	Civil & Family Courthouse Planning Services
\$5,446,000 Current Reserve Balance			

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
\$418,959 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
\$160,778 Current Reserve Balance			

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
(\$196,951)	ITS	10/23/12	OnBase Software
(\$717,746)	ITS	11/6/12	CUC TechShare
(\$1,146,096)	ITS	12/18/2012	TechShare
(\$98,063)	RMCR	5/28/2013	DMS Software
\$5,939 Current Reserve Balance			

Transition Reserve Status (580300)

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
\$101,889 Current Reserve Balance			

Reserve for State Cuts Status (580310)

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

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050			Beginning Balance
\$ (96,000)	EMS	4/9/13	Helicopter Mtn/Rpr
\$905,050 Current Reserve Balance			

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175			Beginning Balance
(\$1,483,173)	Emergency Services	11/13/12	Regional Radio Service Interlocal
\$683,002 Current Reserve Balance			

Annualization Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
\$65,768 Current Reserve Balance			

Salary Savings Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000 Current Reserve Balance			

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
(\$2,302,015)	EMS	12/11/12	Reimbursement Resolution
(\$2,941,500)	ITS	12/11/12	Reimbursement Resolution
(\$877,000)	TNR	12/11/12	Reimbursement Resolution
(\$901,912)	FMD	12/11/12	Reimbursement Resolution
\$50,173,426 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

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 \$761,015.01 for the period of June 7 to June 13, 2013.

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 \$761,015.51.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$761,015.51

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Agenda@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: June 25, 2013

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: June 7, 2013 to June 13, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$761,015.01

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 \$761,015.01.

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
JUNE 7, 2013 TO JUNE 13, 2013**

- 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: June 25, 2013
 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: June 7, 2013
 TO: June 13, 2013

REIMBURSEMENT REQUESTED: \$ 761,015.01

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,888,033.75
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jun 18, 2013	\$ (1,135,706.60)
Adjust to balance per UHC	\$ 8,687.86
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 761,015.01
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 761,015.01

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

All claims over \$25,000 (2 this week totaling \$100,699.54) 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 (\$101,490.92) 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 \$1,218,651.52.

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.

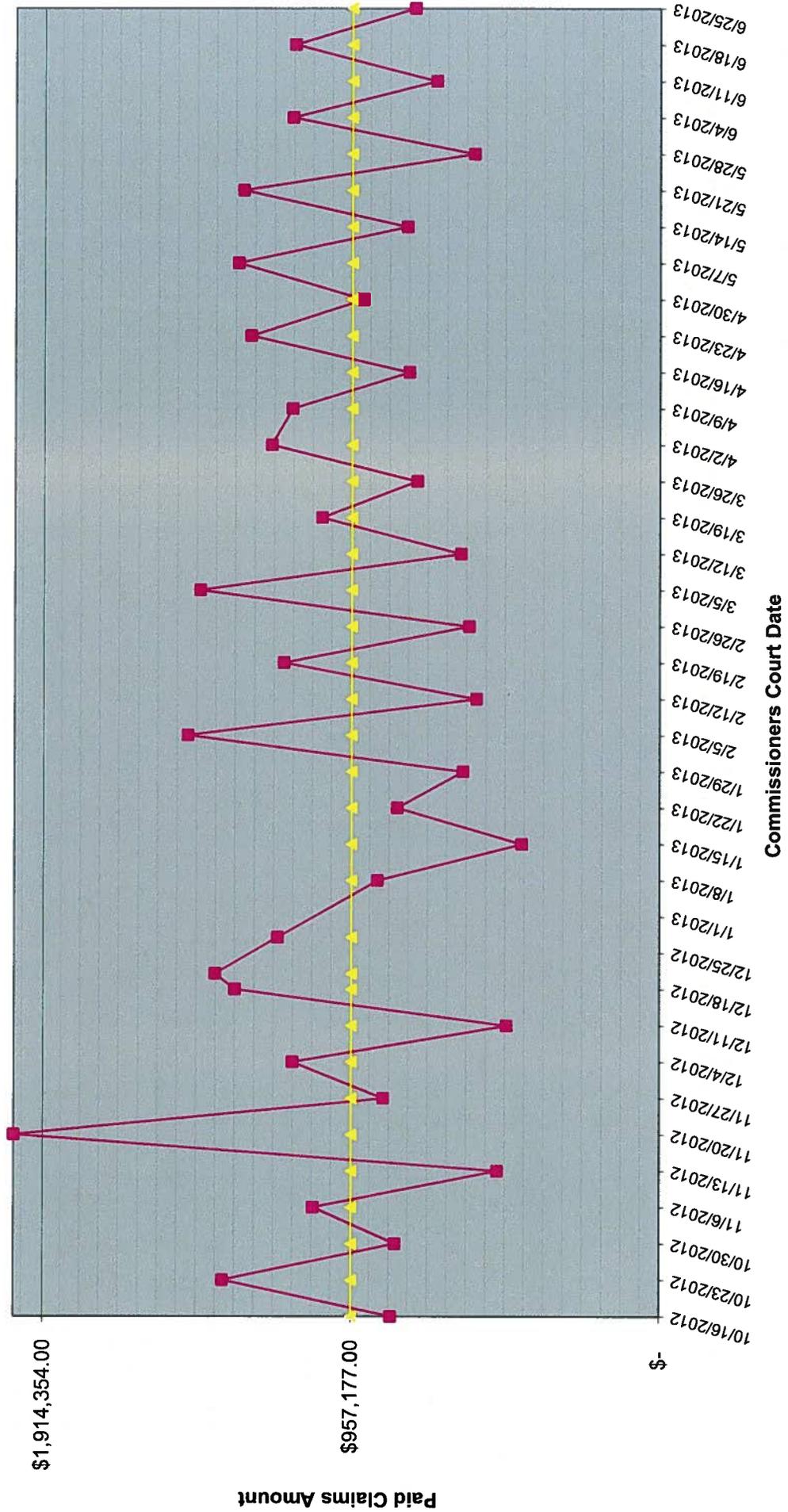

 John Rabb, Benefits Manager Date 6/17/13


 Shannon Steele, Benefits Administrator Date 6/17/13


 Norman McRee, Financial Analyst Date 6/17/13

** 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%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28	4/5/2013	4/11/2013	4/23/2013	\$ 1,272,288.67	\$ 957,177.23	4	\$ 185,102.83	55.72%	51.21%
29	4/12/2013	4/18/2013	4/30/2013	\$ 922,180.96	\$ 957,177.23	5	\$ 196,051.28	57.58%	52.36%
30	4/19/2013	4/25/2013	5/7/2013	\$ 1,312,317.73	\$ 957,177.23	4	\$ 129,379.59	60.21%	54.89%
31	4/26/2013	5/2/2013	5/14/2013	\$ 784,494.28	\$ 957,177.23	3	\$ 145,311.14	61.79%	56.65%
32	5/3/2013	5/9/2013	5/21/2013	\$ 1,296,101.07	\$ 957,177.23	1	\$ 104,387.56	64.39%	59.66%
33	5/10/2013	5/16/2013	5/28/2013	\$ 577,392.71	\$ 957,177.23	2	\$ 59,637.50	65.55%	60.97%
34	5/17/2013	5/23/2013	6/4/2013	\$ 1,142,923.03	\$ 957,177.23	1	\$ 47,354.94	67.85%	63.30%
35	5/24/2013	5/30/2013	6/11/2013	\$ 694,579.02	\$ 957,177.23	4	\$ 162,787.84	69.24%	65.14%
36	5/31/2013	6/6/2013	6/18/2013	\$ 1,135,706.60	\$ 957,177.23	3	\$ 160,473.28	71.53%	67.72%
37	6/7/2013	6/13/2013	6/25/2013	\$ 761,015.51	\$ 957,177.23	2	\$ 100,699.54	73.06%	68.76%
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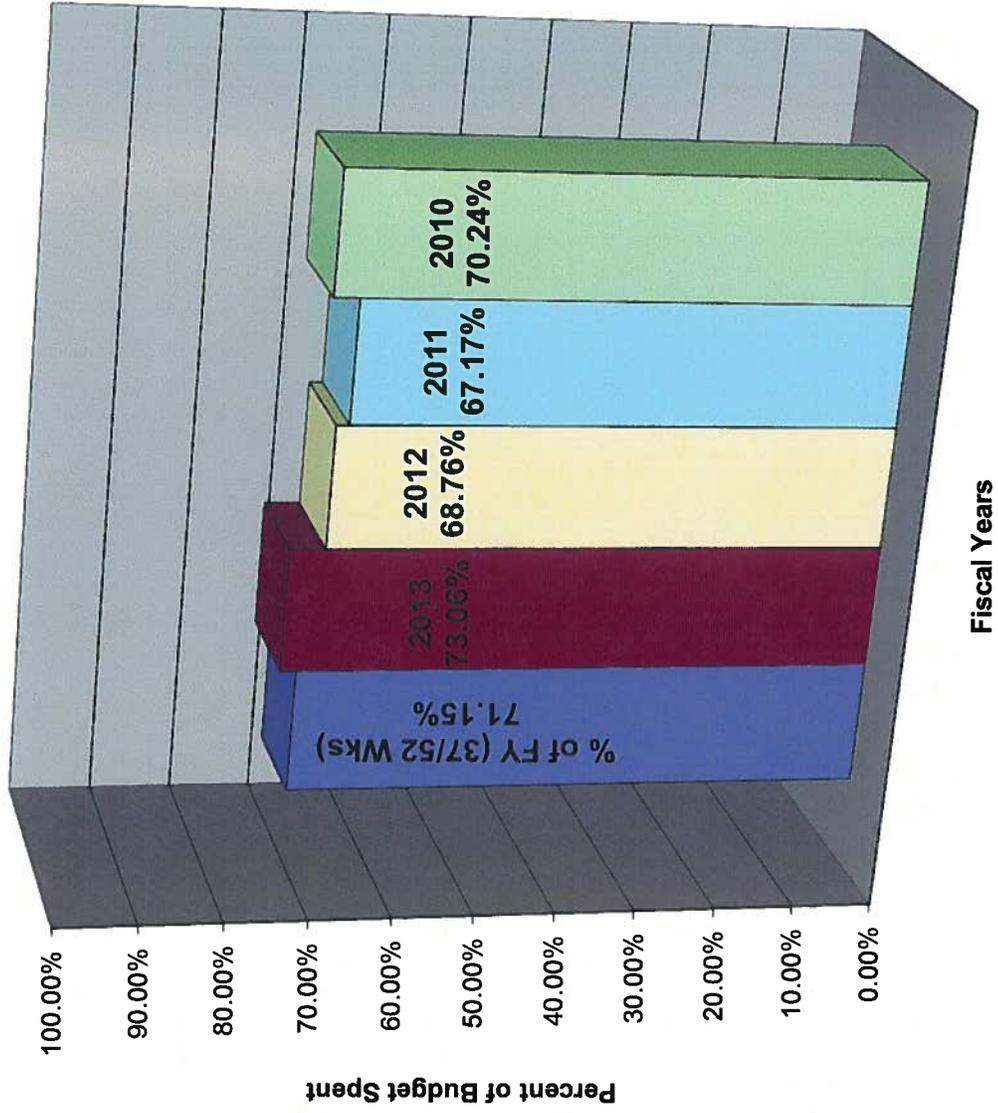
Claims & Budget to Date	\$ 36,361,983.30	\$ 35,415,557.54
Gross Paid Claims over (under) Budget		\$ 946,425.76

Stop Loss \$ 1,218,651.52

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

Net of Stop Loss \$ (272,225.76) over (under budget)

Comparison of Claims to FY Budgets Week 37



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_06_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	11641944	AH	5	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AH	1	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AA	7	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AA	7	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AA	5	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AA	4	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AA	1	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	11641944	AA	2	6/10/2013	100	6/12/2013	6/13/2013
701254	632	\$ 0.01	QG	71624461	AA	11	6/6/2013	100	6/10/2013	6/13/2013
701254	632	\$ (25.00)	QG	81522171	AH	7	6/5/2013	50	6/11/2013	6/13/2013
701254	632	\$ (25.00)	QG	71510348	AH	1	6/5/2013	50	6/11/2013	6/13/2013
701254	632	\$ (25.00)	QG	71496235	AH	8	6/5/2013	50	6/11/2013	6/13/2013
701254	632	\$ (25.00)	PH	39322762	AH	18	4/1/2013	50	6/11/2013	6/13/2013
701254	632	\$ (27.00)	QG	92065747	AH	7	6/8/2013	50	6/14/2013	6/13/2013
701254	632	\$ (60.00)	QG	92067051	AE	9	1/25/2013	50	6/10/2013	6/13/2013
701254	632	\$ (60.00)	QG	92198502	AE	9	3/15/2013	50	6/10/2013	6/13/2013
701254	632	\$ (70.19)	QG	92241691	AE	11	6/4/2013	50	6/10/2013	6/13/2013
701254	632	\$ (101.26)	QG	41482903	AE	2	6/7/2013	50	6/13/2013	6/13/2013
701254	632	\$ (563.23)	QG	91947952	AA	1	6/4/2013	50	6/10/2013	6/13/2013

761,015.01

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

For the payment week ending: 06/13/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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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: 06/13/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 66,280.80
	RR	1110068956	516110	\$ 5,167.01
			Total CEPO	\$ 71,447.81
EPO	EE	1110068956	516030	\$ 227,839.45
	RR	1110068956	516130	\$ 13,040.63
			Total EPO	\$ 240,880.08
PPO	EE	1110068956	516020	\$ 428,743.81
	RR	1110068956	516120	\$ 19,943.81
			Total PPO	\$ 448,687.62
			Grand Total	\$ 761,015.51



Travis County Commissioners Court Agenda Request

Meeting Date: 6/25/13

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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 salary adjustment from Commissioner Precinct 1's Office for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint.

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, 7-8.

Commissioner Precinct 1 requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Position 30000007, Executive Assistant – Elected Official, PG 19. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

If you have any questions or comments, please contact 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 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

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

June 25, 2013

ITEM # :

DATE: June 14, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

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

FROM: Todd L. Osburn, Compensation Manager, HRMD *TLO*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Actions – Pages 6, 7-8.

Commissioner Precinct 1 requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002 to place Position 30000007, Executive Assistant – Elected Official, PG 19. HRMD has reviewed supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

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

LB/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	06/12/2013	N/A	N/A	1150 - County Commissioner 3	30051102 / Office Specialist Sr / 2 - Temporary / 05 - Hourly - Reimt / GRD13 / 00 / \$15.00
New Hire	New Hire	06/18/2013	N/A	N/A	1450 - Facilities Management	30004446 / Building Maintenance Supt / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$48,000.00
New Hire	New Hire	06/17/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004906 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00
New Hire	New Hire	06/10/2013	N/A	N/A	3100 - County Attorney	30000743 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$32,489.60
New Hire	New Hire	06/17/2013	N/A	N/A	3200 - District Clerk	30050805 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	06/17/2013	N/A	N/A	3200 - District Clerk	30001158 / Court Clerk Asst / 4 - Special Project / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	06/17/2013	N/A	N/A	3200 - District Clerk	30001101 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	06/17/2013	N/A	N/A	3650 - Juvenile Probation	30003976 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,968.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Subgroup / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	06/17/2013	N/A	N/A	3650 - Juvenile Probation	30004422 / Office Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$26,915.20
Mobility	Career Ladder	06/01/2013	1700 - Transportation and Nat Rsrc	30004781 / Park Ranger / 1 - Regular / 02 - Full Time Non-Exempt / GRD60 / 01 / \$49,686.62	1700 - Transportation and Nat Rsrc	30004781 / Park Ranger Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD62 / 01 / \$53,164.59
Mobility	Career Ladder	06/01/2013	3300 - District Attorney	30001363 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$84,095.44	3300 - District Attorney	30001363 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$91,956.80
Mobility	Career Ladder	06/18/2013	3500 - Sheriff	30002475 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002475 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	06/18/2013	3500 - Sheriff	30002396 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002396 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	06/04/2013	3500 - Sheriff	30002667 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002667 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Interdpt Change	07/01/2013	3500 - Sheriff	30001934 / Human Resources Asst Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,358.76	1350 - Human Resources Management	3000295 / Human Resources Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$43,512.52
Mobility	Lateral Transfer	06/18/2013	1850 - Health and Human Sv and Vet Sv	30050426 / Office Specialist / 2 - Temporary / 06 - Hourly No Bnf / GRD12 / 00 / \$13.59	1850 - Health and Human Sv and Vet Sv	30050426 / Office Specialist / 2 - Temporary / 05 - Hourly Retmt / GRD12 / 00 / \$13.59

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	05/20/2013	3050 - Tax Collector	30000202 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	3050 - Tax Collector	30000202 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	06/17/2013	3420 - Justice of the Peace Pct 5	30001720 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$36,213.00	3420 - Justice of the Peace Pct 5	30001721 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	06/16/2013	1350 - Human Resources Management	30000286 / Human Resources Asst Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,556.84	1350 - Human Resources Management	30000286 / Human Resources Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$43,512.52
Mobility	Reclassification	06/05/2013	3150 - County Clerk	30000990 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$40,977.11	3150 - County Clerk	30000990 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,977.11
Mobility	Reclassification	06/05/2013	3150 - County Clerk	30000979 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$42,865.98	3150 - County Clerk	30000979 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$42,865.98
Mobility	Reclassification	06/04/2013	3405 - Justice of the Peace Pct 2	30001658 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$50,908.00	3405 - Justice of the Peace Pct 2	30001658 / Office Mgr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$55,408.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Reclassification	06/04/2013	3650 - Juvenile Probation	30004138 / Psychological Svcs Mgr / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$73,182.18	3650 - Juvenile Probation	30004138 / Juvenile Probation Dir / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$83,427.68
Salary Change	Salary/Hourly Rate Change	06/17/2013	1100 - County Comm 2	30000012 / Executive Assistant - Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$60,203.94	1100 - County Comm 2	30000012 / Executive Assistant - Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$62,351.54
Salary Change	Salary/Hourly Rate Change	06/17/2013	1100 - County Comm 2	30000013 / Executive Assistant / 1 - Regular / 01 - Full Time Exempt / GRD 17 / 00 / \$51,856.27	1100 - County Comm 2	30000013 / Executive Assistant / 1 - Regular / 01 - Full Time Exempt / GRD 17 / 00 / \$54,470.83
Salary Change	Salary/Hourly Rate Change	06/17/2013	1050 - County Commissioner 1	30000008 / Executive Assistant - Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$57,374.10	1050 - County Commissioner 1	30000008 / Executive Assistant - Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$58,738.77
Salary Change	Salary/Hourly Rate Change	06/17/2013	1050 - County Commissioner 1	30000009 / Executive Assistant - Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$48,845.80	1050 - County Commissioner 1	30000009 / Executive Assistant - Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$50,210.47

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NON-ROUTINE ACTION				
Dept. (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Dept. (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
1050 – County Comm Prec 1	30000007/Executive Assistant – Elected Official/ 1 – Regular/ 01 – Full Time Exempt / GRD 19/ 00/ \$61,577.66	1050 – County Comm Prec 1	30000007/Executive Assistant – Elected Official/ 1 – Regular/ 01 – Full Time Exempt / GRD 19/ 00/ \$62,942.03	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: June 14, 2013

TO: Samuel T. Biscoe, County Judge
 Ron Davis, Commissioner, Precinct 1
 Bruce Todd, Commissioner, Precinct 2
 Gerald Daugherty, Commissioner, Precinct 3
 Margaret Gomez, Commissioner, Precinct 4

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

FROM: Todd Osburn, Compensation Manager *TO*

SUBJECT: Commissioner Prec 1- Non-Routine Salary Adjustment, Position 30000007

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

Comm Precinct 1's Request:

Commissioner Precinct 1's Office requests approval to pay a salary adjustment to one Executive Assistant – Elected Official in the amount of \$1,364.67. The resulting pay differential is approximately 2.2 percent. The pay action would apply to the following position:

<u>Position #</u>	<u>From</u>	<u>To</u>
30000007	Exec Asst – Elect Off PG 19 \$61,577.66	Exec Asst – Elec Off PG 19 \$62,942.03

Policy:

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



Issues:

The proposed salary action would move the incumbent above the midpoint + 10% threshold that triggers a non-routine review. Midpoint + 10% is \$62,351.54 for PG 19.

Recommendation:

HRMD recommends approval of the proposed salary adjustment. This request facilitates retention of a key employee and is consistent with the intent of the referenced policy. Planning and Budget Office (PBO) has confirmed funding. The action would be effective June 17, 2013.

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Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013, Voting Session

Prepared By:

Shannon Steele, HRMD 854-6046 *Shannon Steele*

John Rabb, HRMD 854-2472 *John Rabb*

Elected/Appointed Official/Dept. Head:

Leslie Browder, County Executive 854-8679 *LB*

Sponsors:

Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following employee healthcare items for Fiscal Year 2014 plan year, effective October 1, 2013.

- A. Contribution levels for Travis County Employee Health Plan for FY 14.
- B. Health Benefit plan design changes for FY 14.
- C. Open Enrollment process for FY 14, allowing employees to continue with current benefit elections if no action is taken by the employee with the exception of the two Flexible Spending Accounts.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

TRAVIS COUNTY EMPLOYEE BENEFIT PLAN FY 14 PLAN YEAR RENEWAL

On February 21, 2013, HRMD benefits staff and managers throughout the County were presented with the Plan Executive Report from United Healthcare. This Executive Report provided an analysis of the prior plan year costs, claims experience, plan trends and high dollar cost drivers. In March 2013, Milliman, the plan actuary, provided HRMD benefits staff with the initial actuary report indicating a higher than expected trend, driven by the high claim costs on the Travis County EPO Health Plan as well as an increase in the number of high cost claimants. After analyzing all of the available information, HRMD benefits staff recognized the need for plan design changes to mitigate future over-utilization of benefits by increasing out-of-pocket expenses and moderately increasing premiums.

HRMD benefits staff presented the Benefits Committee with its analysis, the latest available actuary data, and several plan options. The Benefits Committee recognized that increased funding will be required from the County employees and retirees for the FY 14 health plan. This will only be the third time in the last six years that the plan has required a rate increase. The most recent increases were in FY 13 and FY 11. There were no changes to the rates from the previous years for FY 12, FY 10, FY 09 and FY 08. The Benefit Committee recognized the limited availability of resources in FY 14 and the need to further refine the plan to promote long-term stability. The Benefits Committee discussed and weighed all of the various options carefully, which resulted in the recommendation of Option 2 below. The recommended increases required from the County employees and retirees have been minimized by the recommended plan design changes to provide a balance between reasonable contribution costs and out of pocket expenses.

Choosing to make no benefit design changes to the FY 14 benefit levels for the EPO, or PPO and Co-Insured EPO plans, which is shown in Option 1, would have required a \$4,906,680 increase to the County contribution. The Benefits Committee did not feel this

was a viable option for the long-term stability of the plan.

Option 1 (Status Quo – No Plan Design Changes)

If no benefit plan design changes are made, the increase in contributions is as follows:

- County Contribution Increase of \$4,906,680 is based on:
 - 8.68% increase for Active employees
 - 8.57% increase for Retirees under 65
 - 9.17% increase for Retirees 65 and older
 - Anticipated new retirees added to the plan during FY 14
- Employee Contribution Increase
 - 6.68% rate increase paid by Active employees
 - 5.85% rate increase paid by under 65 Retirees
 - 8.12% rate increase paid by Retirees 65 and older

The Benefits Committee carefully weighed this option; however, it was not recommended given the cost implications to the County and the employees.

Option 2 (Recommended Plan)

With the recommended benefit plan design changes outlined in Attachment 3, the increase in contributions is as follows:

- County Contribution Increase of \$3,533,893 is based on:
 - 5.94% increase for Active employees
 - 5.81% increase for Retirees under 65
 - 6.22% increase for Retirees 65 and older
 - Anticipated new retirees added to the plan during FY 14
- Employee Contribution Increase
 - 4.02% rate increase paid by Active employees
 - 3.28% rate increase paid by under 65 Retirees
 - 6.02% rate increase paid by Retirees 65 and older

The FY 14 cost to the County for Option 2 is \$1,372,787 less than Option 1. The Planning and Budget Office has included \$3,533,893 for Option 2 in planning parameters for the FY 14 budget process. This option was recommended since the Benefits Committee felt that this solution struck a balance between what was affordable for FY 14 and continues to address long-term cost considerations, including the over-utilization of certain benefit plan features.

BENEFIT ACTION ITEM INFORMATION AND STAFF RECOMMENDATIONS:

A. Contribution levels for Travis County Employee Health Plan for FY 14.

- **Attachment 1** - Summary of the contribution levels required for employees and the County with no plan design changes- **Option 1**
- **Attachment 2** – Summary of contribution levels required for employees and the County with recommended plan design changes – **Option 2**
- **Attachment 3** – Active Employee FY 14 Contributions
- **Attachment 4** – Under 65 Retiree FY 14 Contributions
- **Attachment 5** – 65 and Over Retiree FY 14 Contributions
- **Attachment 6** – Recommended FY 14 Plan Design Changes

Employee Benefit Committee Recommendation: Approve employee and County contribution levels as proposed in Option 2

B. Health Benefit plan design changes for FY 14.

- Attachment 3 contains the **proposed plan design changes** used to determine rates in **Option 2**

Employee Benefit Committee Recommendation: Approve benefit plan changes as shown in Option 2

C. Open Enrollment process for FY 14, allowing employees to continue with current benefit elections if no action is taken by the employee with the exception of the two Flexible Spending Accounts.

Employee Benefit Committee Recommendation: Approve

ISSUES AND OPPORTUNITIES:

Staff believes that employee education and engagement will continue to be critical to the success of the health plan program on an ongoing basis. If the employees respond and take ownership of programs through the County's wellness program as well as with United Healthcare, collectively plan participants can reduce the rate of future increases to the pharmacy and medical plan and empower participants to be good healthcare consumers on an ongoing basis.

HRMD benefits staff continues to monitor and follow the legislative process for the Patient Protection and Affordable Care Act (PPACA). Recommended plan design changes are not in conflict with the provisions in the Act.

FISCAL IMPACT AND SOURCE OF FUNDING:

The fiscal impact to the FY 14 budget for the recommended Option 2 to the General Fund is \$3,533,893. The Planning and Budget Office believes that this amount can be accommodated within the available resources currently estimated for FY 14.

REQUIRED AUTHORIZATIONS:

Human Resources Management	John Rabb
Human Resources Management	Shannon Steele
Planning and Budget Office	Travis Gatlin
Planning and Budget Office	Leslie Browder
County Judge's Office	
Commissioners Court	

Attachment 1

Option 1 (Not recommended) - Summary of Increased Contribution Rates with No Plan Design Changes

County	FY 13 Composite Rate	FY 14 Composite Rate	Increase
Increase for Active Employees	\$735.63	\$799.45	8.68 %
Increase for Retirees under 65*	\$1,336.53	\$1,451.05	8.57 %
Increase for 65 and Older Retirees*	\$383.06	\$418.20	9.17 %
Increase in County Contribution Funding			\$4.91 Million
<i>*Increase in County Contribution funding includes additional funds for new retirees.</i>			

Employee Contribution Increases	Total % Increase In Employee Contributions by Group
Increase for Active Employees	6.68 %
Increase for Retirees under 65	5.85 %
Increase for 65 and Older Retirees	8.12 %

Attachment 2

Option 2 – Increased Contribution Rates with Plan Design Changes Summary

County	FY 13 Composite Rate	FY 14 Composite Rate	Increase
Increase for Active Employees	\$735.63	\$779.32	5.94 %
Increase for Retirees under 65*	\$1,336.53	\$1,414.24	5.81 %
Increase for 65 and Older Retirees*	\$383.06	\$406.90	6.22 %
Increase in County Contribution Funding			\$3.53 Million
<i>*Increase in County Contribution funding includes additional funds for new retirees.</i>			

Employee Contribution Increases	Total % Increase In Employee Contributions by Group
Increase for Active Employees	4.02 %
Increase for Retirees under 65	3.28 %
Increase for 65 and Older Retirees	6.02 %

Attachment 3 (Recommended)

Active Rate Changes for Option 2 – With Plan Design Changes

PROPOSED FY 14 RATES-				ACTIVES		
Total Contribution Proposed (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	705	1,498	962	1,344	1,903	2,286
PPO	596	1,242	803	1,115	1,576	1,888
Coinsured EPO	596	1,168	756	1,050	1,479	1,772
County Contribution Proposed (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	596	976	727	933	1,181	1,371
PPO	596	976	727	933	1,181	1,371
Coinsured EPO	596	976	727	933	1,181	1,371
Employee Contributions-Proposed (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	109	522	235	411	722	915
PPO	0	266	76	182	395	517
Coinsured EPO	0	192	29	117	298	401
FY13 Employee Premiums (prior year)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	103	494	222	388	682	864
PPO	0	252	72	172	373	488
Coinsured EPO	0	182	27	110	282	379
Amount of Monthly Increase to Employee	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	6	28	13	23	40	51
PPO	0	14	4	10	22	29
Coinsured EPO	0	10	2	7	16	22
Based on Milliman 10A				Proposed County Composite Rate per emp per month	\$ 779.32	

Attachment 4**Under 65 Rate Changes for Option 2 - With Plan Design Changes**

Proposed FY 14 RATES- UNDER AGE 65 Retirees						
FY 14 Total Contribution-Proposed (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	1,706	2,419	1,944	2,238	2,656	2,950
PPO	1,556	2,084	1,731	1,950	2,260	2,479
Coinsured EPO	1,468	1,942	1,624	1,820	2,098	2,293
County Contribution-Proposed (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	1,342	1,582	1,462	1,582	1,582	1,582
PPO	1,342	1,582	1,462	1,582	1,582	1,582
Coinsured EPO	1,342	1,582	1,462	1,582	1,582	1,582
Retiree Contributions-Proposed (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	364	837	482	656	1,074	1,368
PPO	214	502	269	368	678	897
Coinsured EPO	126	360	162	238	516	711
Prior Year FY13 retiree Contributions	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	344	791	455	620	1,015	1,293
PPO	202	474	254	348	641	848
Coinsured EPO	119	340	153	225	488	672
Retiree	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	20	46	27	36	59	75
PPO	12	28	15	20	37	49
Coinsured EPO	7	20	9	13	28	39
Based on Milliman 10A				Proposed County Composite Rate <65 per month	\$	1,414.24

Attachment 5**65 and Over Retiree Rate Changes for Option 2 - With Plan Design Changes**

PROPOSED FY 14 RATES-				OVER AGE 65 RETIREES		
FY 14 Total Contribution-Proposed (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	544	706	680	816	842	979
PPO	457	577	560	660	680	780
Coinsured EPO	431	540	524	613	631	721
Pharmacy only Plan	277	316				
County Contribution-Proposed (per retiree per month)						
	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	391	439	440	440	440	440
PPO	391	439	440	440	440	440
Coinsured EPO	391	439	440	440	440	440
Pharmacy only Plan	239	239				
Retiree Contributions-Proposed (per retiree per month)						
	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	153	267	240	376	402	539
PPO	66	138	120	220	240	340
Coinsured EPO	40	101	84	173	191	281
Pharmacy only Plan	38	77				
Previous FY 13 Retiree Premiums						
	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	144	252	227	355	380	509
PPO	62	130	113	208	227	321
Coinsured EPO	37	95	79	163	180	265
Pharmacy only Plan	38	77				
Amount of Monthly Increase to Retiree						
	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	9	15	13	21	22	30
PPO	4	8	7	12	13	19
Coinsured EPO	3	6	5	10	11	16
Pharmacy only Plan	0	0	N/A	N/A	N/A	N/A
Based on Milliman 10A				Proposed County Composite Rate >65 per month	\$	406.90

Attachment 6

Proposed Plan Design Changes for Option 2

		EPO	PPO In-Network	PPO Out-of-Network	CEPO
Deductible	Current	\$200	\$400	\$1,000	\$600
	Proposed	\$300	\$500	\$1,500	\$700
Out-of-Pocket Maximum	Current	\$1,000 ind	\$2,500 ind \$5,000 fam	\$3,500 ind \$7,500 fam	\$2,500 ind \$5,000 fam
	Proposed	\$1,500 ind	\$3,000 ind \$6,000 fam	\$3,500 ind \$7,500 fam	\$3,000 ind \$6,000 fam
ER	Current	\$125 / visit	\$125 / visit	\$125 / visit	\$125 / visit
	Proposed	\$175 / visit	\$150 / visit	\$150 / visit	\$150 / visit
Outpatient Surgery	Current	\$100 copay	Ded + Coins	Ded + Coins	Ded + Coins
	Proposed	\$200 copay	No change	No change	No change
Provider Copays	Current	\$30 primary \$45 spec	\$25 primary \$40 spec	Ded + Coins	\$20 primary \$35 spec
	Proposed	\$35 primary \$50 spec	\$30 primary \$45 spec	No change	\$25 primary \$40 spec
Rehabilitation Services - Outpatient Therapy	Current	\$5 copay for first 20 visits then regular copays	\$5 copay for first 20 visits then regular copays	Ded + Coins	\$5 copay for first 20 visits then regular copays
	Proposed	\$15 copay for first 15 visits then regular copays	\$15 copay for first 15 visits then regular copays	No Change	\$15 copay for first 15 visits then regular copays
Chiropractic Visits	Current	30 max/year	30 max/year	30 max/year	30 max/year
	Proposed	25 max/year	25 max/year	25 max/year	25 max/year
Temporomandibular Joint (TMJ) Disorder Coverage	Current	Excluded	Excluded	Excluded	Excluded
	Proposed	Covered	Covered	Covered	Covered



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING AMENDMENT FIVE TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of the FY 2009 EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and medical transport services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided stations, and County owned vehicles and other assets.

The purpose for Amendment Five is to add on July 1, 2013, a 12/7 station (one ambulance and six staffing) to the Austin Colony area in eastern Travis County (Hunters Bend/969 is EMS M37); add on September 1, 2013, another 12/7 staffing to the Austin Colony area to complete a 24/7 station; add staffing to convert our Kelly Lane station (EMS M36) in Pflugerville from 12/7 to 24/7; and add staffing to convert our Bee Cave station (EMS M32) from 12/7 to 24/7. These stations are funded in the current EMS FY13 budget. See attached Amendment Five for your review.

STAFF RECOMMENDATIONS:

Emergency Services recommends consideration and approval of the additional EMS stations. The City of Austin has also reviewed and will be going forward for City Council consideration and approval on June 27, 2013.

ISSUES AND OPPORTUNITIES:

County and City staff will continue to review recommendations or changes we feel may be necessary to benefit the service delivery and the cost of services for emergency medical services in Travis County outside the City of Austin.

FISCAL IMPACT AND SOURCE OF FUNDING:

This Amendment is a budgeted expense included in the FY13 budget. The recommendations will not increase the budgeted expense included in the FY13 budget.

The expected financial impact to Travis County in FY13 will be \$280,067 for the remaining months of the fiscal year. The expected impact to Travis County in FY14 for these additions is estimated to be \$1.6 million. Also, there are still outstanding costs that are unknown at this time due to current negotiations between the City of Austin and the Austin EMS Union.

Note: The \$280,067 mentioned above does not include the cost for one additional and three replacement vehicles this year. These costs are also included and funded in the FY13 budget.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

John Hille, County Attorney's Office, 854-9642

C.W. Bruner, Purchasing Office, 854-9760

Bonnie Floyd, Purchasing Office, 854-4173

Kapp Schwebke, Auditor's Office, 854-6628

Alan Miller, PBO, 854-9726

Toby Fariss, 854-4762

David Salazar, Judge's Office, 854-9555



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager*

Technology & Communications

To: Travis County Commissioners Court
From: Danny Hobby, County Executive for Emergency Services *D. Hobby*
Date: June 17, 2013
Subject: Amendment Five to Austin/Travis County EMS ILA

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING AMENDMENT FIVE TO INTERLOCAL AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES. (TCES)

Summary & Staff Recommendation:

The Agreement between City of Austin and Travis County for Emergency Medical Services (the A/TCEMS ILA) provides for emergency medical services and pre-hospital transport services for Travis County's geographic area outside of the City of Austin.

The purpose of Amendment Five to the A/TCEMS ILA is to add Travis County resources to the shared EMS System as well as allow for City of Austin supplemental payments to Travis County under the Medicaid Supplemental Payment Program.

The Travis County resource enhancements taking place in FY2013 Q4 are as follows:

- Add EMS M37 (Hunters Bend/FM 969) as a part-time 12/7 County Unit on July 1, 2013 add 6 FTEs
- Convert EMS M37 (Hunters Bend/FM 969) to full-time 24/7 coverage on September 1 add 6 FTEs
- Convert EMS M36 (Kelly Ln. in Pflugerville) to full-time 24/7 coverage on September 1 add 6 FTEs
- Convert EMS M32 (Bee Cave) to full-time 24/7 coverage on September 1, 2013 add 6 FTEs
24 FTEs

Along with the additional Travis County EMS Unit enhancements this July and September, Amendment Five will allow for further contribution of additional vehicles to the A/TCEMS fleet by Travis County – one new ambulance for EMS M37 (Hunters Bend), one replacement ambulance, and two replacement command trucks. Note: the vehicle purchases will be separate efforts from Amendment Five involving cooperative purchasing programs and vehicle trades.

The Travis County Emergency Services ("TCES") recommendation is to approve Amendment Five. Our EMS partners at the City of Austin support this recommendation, as Amendment Five is scheduled for Austin City Council approval on June 27, 2013.

Issues or Opportunities:

Commissioners Court recently approved a similar A/TCEMS item several weeks ago. This Amendment Five differs from the previous Court action by the resource enhancements of additional County EMS Units.

The number of County EMS Units will increase from nine to eleven by the end of FY-2013. Currently, there are two part-time 12/7 County EMS Units (.5) and eight that are full-time 24/7. All County EMS Units will be full-time 24/7 beginning September 1, 2013.

Union negotiations are presently ongoing. The impact of civil service pay raises will not be clearly known until the labor contract is final. This could be within days, weeks, or even months.

Budgetary Impact:

The necessary FY-2013 funding of an additional \$280,067 is in this year's EMS budget overseen by TCES – 1590080001, 511500.

Note: The \$280,067 shown above does not include the cost for the one additional and three replacement vehicles this year. Funding for the FY-2013 vehicle purchases has already been encumbered.

In response to a question by PBO, the expected financial impact to Travis County in FY-2014 for the additional County EMS Units is estimated to be \$1.6 million, assuming union negotiations settle at 2% for EMS pay raises.

Please see attached FR 300000585.

Attachment(s):

Amendment Five to Agreement between City of Austin and Travis County for Emergency Medical Services (A5 to A/TCEMS ILA)

Travis County SAP Funds Reservation Document 300000585

Cc:

Audit –	Kapp Schwebke, Patti Smith, David Jungerman, James Marlett
Legal –	John Hille, Barbara Wilson
PBO –	Travis Gatlin, Alan Miller
Purchasing –	Bonnie Floyd, Marvin Brice, C.W. Bruner
TCES –	Christine Lego, Toby Fariss (TF)

AMENDMENT FIVE TO AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES

This Amendment Five to the Agreement between the City of Austin and Travis County for Emergency Medical Services is entered into by the following parties: the City of Austin, a Texas municipal corporation ("City") and Travis County ("County").

RECITALS

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County renewed and amended the FY 2009 Agreement for a term beginning October 1, 2009, and ending September 30, 2010 ("FY 2010 Amendment").

City and County renewed and amended the FY 2009 Agreement, as amended by the FY 2010 Amendment, for a term beginning October 1, 2010, and ending September 30, 2011 ("FY 2011 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010 and FY 2011 Amendments to allow for a third extension and to extend that Agreement for a term beginning October 1, 2011, and ending September 30, 2012 ("FY 2012 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010, FY 2011, and FY 2012 Amendments, and including the holdover extension to January 28, 2013 to extend that Agreement for an additional term effective as of October 1, 2012, and ending September 30, 2013, all under the terms and conditions set forth in Amendment Four ("FY 2013 Agreement").

City and County wish to amend FY 2013 Agreement to increase ambulance services and provide for transfer of supplemental payments from the Medicaid Supplemental Payment Program due to Travis County.

City and County are authorized to enter into this Amendment Five in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO AMEND FY 2013 AGREEMENT

The parties agree to amend FY 2013 Agreement, as follows:

1. ADDITION OF AMBULANCES TO EXHIBIT A-4: Effective July 1, 2013, in addition to the County EMS Units listed in Exhibit A-4, City shall provide one ambulance as EMS 37 at East Travis County (Hunters Bend at FM-969/Austin's Colony) and equip and staff this ambulance in accordance with configuration requirements established by the EMS Medical Director and in compliance with the Texas Health and Safety Code on a 12/7 coverage basis. Travis County Emergency Services District Number 4 is responsible for this station. Effective September 1, 2013, City shall provide the additional staff for EMS 37 at East Travis County (Hunters Bend at FM/969/Austin's Colony) to staff this ambulance in accordance with configuration requirements established by the EMS Medical Director and in compliance with the Texas Health and Safety Code on a 24/7 coverage basis. In addition, effective September 1, 2013, City shall provide the additional staff for EMS 36 at Kelly Lane in Pflugerville and at EMS 32 at Bee Cave to staff these ambulances in accordance with configuration requirements established by the EMS Medical Director and in compliance with the Texas Health and Safety Code on a 24/7 coverage basis.

2. AMENDMENT OF COLLECTED REVENUE. Effective October 1, 2012, Section 4.7.61. Collected Revenue Reporting is deleted and replaced in its entirety with the following:

4.7.61 Collected Revenue Reporting. City shall issue a statement to County by the fourth business day of each month showing the total amount of revenue collected during the previous calendar month from all payers treated in Suburban County. By the 20th business day of the following month, City shall provide the County with a reconciliation report that balances the previous month's collected revenue statement with the City's Comptroller balance sheet.

By the fourth business day of the first month after which City receives a supplemental payment that includes payments related to ground transport patients treated in Suburban County from the Medicaid Supplemental Payment Program, City provide backup material that explains the calculation and allocation of payments related to ground transport patients treated in Suburban County in its statement. City shall issue a statement to County showing the following:

- 4.7.61.1 the total amount received in supplemental payments from the Medicaid Supplemental Payment Program
- 4.7.61.2 the date range included in the payment,
- 4.7.61.3 the total due to the County for supplemental payments for this time period.

4.7.62 Payment to County. City shall pay County the full amount collected from ground transport patients treated in Suburban County and for all supplemental payment that includes payments related to ground transport patients treated in Suburban County from the Medicaid Supplemental Payment Program during a calendar month by the thirtieth day of the following month.

3. AMENDMENT OF EXHIBIT B-4

3.1 Effective July 1, 2013, the following chart is added to Exhibit B-4 to reflect the additional items in the inventory of County-Owned Vehicles in City Possession for Use in the EMS System from July 1, 2013 until the end of the term of this Agreement:

County-Owned Vehicles in City Possession or on Order for Use in EMS System for Inventory at July 1, 2013

County Vehicles to be in Possession by City					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
14E116TC		2014	Ford	Command Truck (Yellow)	Field Command
14E117TC		2014	Ford	Command Truck (Yellow)	Field Command
14E148TC		2014	Dodge	Ambulance (Yellow & Blue)	Rotates at Stations
14E149TC		2014	Dodge	Ambulance (Yellow & Blue)	Rotates at Stations
02E016TC	826932	2002	Ford	Command Truck (Yellow)	For Re-mount (14E116TC)

3.2 Effective October 1, 2012, the chart entitled Vehicles to be Returned in FY-13 is deleted and the following chart is added to Exhibit B-4 in its place

Vehicles to be Returned to the County by September 30, 2013					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
02E015TC	826933	2002	Ford	Command Truck (Yellow)	For Re-mount (14E117TC)
02E016TC	826932	2002	Ford	Command Truck (Yellow)	For Re-mount (14E116TC)
06E807TC	208993	2006	International	Ambulance (Yellow)	Turn In
08E830TC	1026773	2008	Ford	Command Truck (Yellow)	*Turn In for Jail
05E806TC	208992	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208994	2005	International	Ambulance (Yellow)	Reserve

* Turn In for Jail shows that 08E830TC Command Truck will be returned to County in exchange for County Unit 2114-A (TX License 826932, formerly A/TCEMS 02E016TC) chassis and service body with TCSO Corrections Life Safety. The used service body will be refurbished and remounted onto a new chassis.

- **3.3** Effective July 1, 2013, the following chart replaces Exhibit B-4 to reflect corrections in the inventory of County-Owned Vehicles in City Possession for Use in the EMS System FY 2013 until the end of the term of this Agreement:

Vehicles in Possession by City as of July 1, 2013					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E004TC*	779-981	2000	International	Ambulance (White)	EVOC Driver Training
05E806TC	208-992	2005	International	Ambulance (Yellow)	Reserve
05E807TC	208-993	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208-994	2005	International	Ambulance (Yellow)	Reserve
06E705TC	1000-367	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E706TC	1000-366	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E707TC	1000-368	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E810TC	1027020	2008	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E819TC	1046117	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E820TC	1057678	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E830TC	1026773	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E831TC	1026774	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E832TC	1046288	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
10E911TC	1070862	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
10E912TC	1070861	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
08E913TC	1081871	2008	Dodge Sprinter	Ambulance (Yellow/Blue)	Special Events
02E015TC	826-933	2002	Ford	Response Support Vehicle (Yellow)	First Responder Training
11A032TC	1116450	2011	Chevrolet	Tahoe (White)	Office of the Medical Director
08E838TC	1046087	2008	Ford	Expedition (White)	Office of the Medical Director
11E121TC	1114541	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E122TC	1114540	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E123TC	1114539	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E132TC	1131283	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E133TC	1131282	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E139TC	1141300	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E140TC	1141301	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations

4. **AMENDMENT OF SECTION C.1 OF EXHIBIT C-4** Effective October 1, 2012, Section C.1 EMS Fees for FY 2013 of Exhibit C-4 is deleted and replaced in its entirety with the following:

The term of the Amendment Four is for the period beginning as of October 1, 2012, and ending September 30, 2013.

The FY 2013 Annual EMS Fee, based on the formula outlined in Section C.2 below, equals twelve million eight hundred twelve thousand, seven hundred and five dollars (\$12,812,705), composed of the total of the original annual fee of twelve million five hundred and thirty two thousand, six hundred and thirty eight dollars (\$12,532,638) and the additional services fee for the period from July 1, 2013, to September 30, 2013, of two hundred and eighty thousand, and sixty seven dollars (\$280,067).

From October 1, 2012, through September 30, 2013, inclusive, County shall pay City a monthly fee of one million forty four thousand, three hundred and eighty six dollars and fifty cents (\$1,044,386.50). In addition, County shall pay an added services monthly fee of fifty two thousand, two hundred and nine three dollars (\$52,293) for July and August of 2013. The County shall also pay an added services monthly fee of one hundred seventy five thousand, four hundred and eighty one dollars (\$175,481) in September 2013, as stated in Table 1.1 below.

Table 1.1

Location	Description of Service	Date of Service Change	July Cost	August Cost	September Cost
EMS M37 Hunters Bend	12/7 Coverage (6.00 additional FTEs)	July 1, 2013	\$52,293	\$52,293	\$52,292
EMS M37 Hunters Bend	Convert to 24/7 Coverage (6.00 additional FTEs)	September 1, 2013			\$41,063
EMS M36 Kelly Lane	Convert to 24/7 Coverage (6.00 additional FTEs)	September 1, 2013			\$41,063
EMS M32 Bee Cave	Convert to 24/7 Coverage (6.00 additional FTEs)	September 1, 2013			\$41,063
<i>Total Monthly Added Services</i>			\$52,293	\$52,293	\$175,481
			<i>Total Added Services Fee</i>		\$280,067

County and City acknowledge that the execution of this Agreement occurred after the effective date of the initial term of the Agreement and that between October 1, 2012, and execution of Amendment Four, County had made four (4) monthly payments to City for FY 2013 EMS services based on one twelfth of the Annual FY 2012 EMS Fee, which was nine hundred eighty-nine thousand, eighty-nine dollars and seventy-five cents (\$989,039.75).

To address the difference between the Annual EMS Fee due for services provided from October 1, 2012, through the date Amendment Four of this Agreement was executed, and the total amount paid to City for FY 2013 EMS Services from October 1, 2012, through the date Amendment Four of this Agreement was executed, County has made a

payment to City of two hundred and twenty one thousand, three hundred and eighty-seven dollars (\$221,387.00) within 30 days after Amendment Four of this Agreement was executed by both parties.

5. AMENDMENT OF SECTION C.2 OF EXHIBIT C-4 Effective October 1, 2012, Section C.2 EMS Fees for FY 2013 subsections 1e., 2., and 3 of Exhibit C-4 are deleted and replaced in their entirety with the following:

1. e. Application of Base Direct Service Fee Portion of Formula.
Application of the above formula and the value of the multipliers results in a service fee for FY 2013 of eleven million nine hundred seventy nine thousand, eight hundred and seventy nine dollars (\$11,979,879).
2. Calculation of Administrative Fee.

The administrative fee is to cover certain administrative costs of City. It is calculated by multiplying the base direct services fee of eleven million nine hundred seventy nine thousand, eight hundred and seventy nine dollars (\$11,979,879) by the administrative rate of six and a half percent (6.5%). The calculated administrative fee for FY 2013 is eight hundred thirty two thousand, eight hundred and twenty six dollars (\$832,826).

3. Calculation of Annual EMS Fee

The base services fee of eleven million nine hundred seventy nine thousand, eight hundred and seventy nine dollars (\$11,979,879) is added to the administrative fee of eight hundred thirty two thousand, eight hundred and twenty six dollars (\$832,826) to calculate the Annual EMS Fee of twelve million eight hundred twelve thousand, seven hundred and five dollars (\$12,812,705).

Capital Costs for FY 2013. Capital costs will be reviewed annually and funded as needed through the annual budget negotiations between the City and County. For FY 2013, the parties agree that the City will not make any capital purchases on behalf of Travis County. In addition to those assets listed in Exhibit B, County agrees to purchase and own 1 replacement ambulance, 1 new ambulance for use as EMS Medic-37, and 2 replacement urban command vehicles during FY 2013 in accordance with the terms in Sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4 of this Agreement. When the City receives new vehicles that are purchased by the County, the City EMS Chief and the County EMS Manager will jointly determine which County-owned vehicles the City will return to the County in exchange for the new vehicles purchased by the County for use by the EMS System. The City EMS Chief and the County EMS Manager will also determine the timeline for the return of County-owned vehicles back to the County. At a minimum, one ambulance and two urban command vehicles will be returned to County after the execution of Amendment Five. The two legacy urban command vehicles will be returned to County as bare truck chassis and the existing service boxes will be refurbished and

repurposed for remount use on the two new replacement urban command vehicles purchased in FY 2013.

6. TRUE UP: Effective October 1, 2012, Section 9.7. True Up for EMS Payments is deleted and replaced in its entirety with the following:

9.7 True Up for EMS Payments The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C in the Agreement for the initial year of the contract.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-1 in the Amendment One for the first renewal term of the contract from October 1, 2009 to September 30, 2010.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-2 in this Amendment Two for the second renewal term of the contract from October 1, 2010 to September 30, 2011.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the third renewal term of the contract from October 1, 2011, to September 30, 2012, unless sooner terminated.

Unless sooner terminated, for the second extension of the contract from October 1, 2012, to September 30, 2013, the true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-4 in Amendment Four as amended in sections 4 and 5 of this Amendment Five

No later than December 31 following the end of the initial term and each renewal term, a statement of the total City EMS Department costs and expenses for ground services properly incurred against the City's EMS Budget for the term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by January 31. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there

is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.

7. **POTENTIAL RENEWAL:** Effective October 1, 2012, Subsection 13.13.1 Initial Term and Potential Renewal on Mutual Agreement is deleted and the following subsection is inserted in its place:

13.13.1 Initial Term and Potential Renewal on Mutual Agreement. This Agreement begins on October 1, 2008, and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement, or portions of it as specified in the amendment renewing it, for up to five (5) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and stated in the Exhibit C-5 applicable to that renewal term, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

8. **INCORPORATION OF FY 2009 AGREEMENT AS AMENDED:** City and County hereby incorporate the FY 2009 Agreement as amended by FY 2010, FY 2011, FY 2012, FY 2013 Amendments, and this Amendment Five. Except for the changes made in this Amendment Five, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement as amended by FY 2010, FY 2011, FY 2012 FY 2013 Amendments, and agree that they shall continue in effect throughout the September 30, 2013.

9. **EFFECTIVE DATE:** When it is approved by both the Travis County Commissioners Court and the City of Austin City Council, this amendment is effective as stated within its sections.

CITY OF AUSTIN

A Home Rule Municipality

By: _____
Michael McDonald, Deputy City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

Funds Reservation 300000585

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	05/17/2013
FM area	1000	Posting date	05/17/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	FARISST	Created on	05/17/2013
Last changed by		Last changed	TBD Kapp Sewebke Holly Huff
More Data			
Text	FY13 ATCEMS ILA Added Srvc Fee for new M37, 4-MO		
Reference			
Overall Amount	188,838.00 USD		

Document item 001			
Text	FY13 ATCEMS ILA Added Srvc Fee (6/13-9/13) Med-37		
Commitment item	511500	Funds center	1590080001
Fund	0001	G/L account	511500
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	188,838.00 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Danny Hobby, 854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN AGREEMENT BETWEEN TRAVIS COUNTY AND LAKEWAY REGIONAL MEDICAL CENTER FOR PROVISION OF A HELI-PAD CAMERA.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This Agreement is between Travis County and Lakeway Regional Medical Center ("LRMC"). Travis County and LRMC want to provide a heli-pad camera at the heli-pad at the hospital operated by LRMC. This camera is necessary to improve safety and security of helicopter operations at this facility. See attached cover memo and Agreement.

This Agreement will allow LRMC to reimburse Travis County for the monthly expenses (\$35.00 per camera per month) associated with these cameras; currently less than \$500 per camera annually.

In February 2012, the Court approved similar agreements with Seton Network and St. David's Network for reimbursement of monthly expenses associated with cameras installed at their heli-pads.

STAFF RECOMMENDATIONS:

STAR Flight staff and Emergency Services recommend approval of this Agreement.

ISSUES AND OPPORTUNITIES: Staff feels this Agreement assists in providing the best critical care service to the patient, and provides improved safety and security of helicopter operations at this facility.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding was identified for the cost of each camera (camera/lens, housing, site survey, installation, etc.), so no request for funding is needed for this expense of the project.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

John Hille, County Attorney's Office, 854-9642

Alan Miller, PBO, 854-9726

Bonnie Floyd, Purchasing Office, 854-4173

Kapp Schwebke, Auditor's Office, 854-6628



Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

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

To: Travis County Commissioners Court
Through: Danny Hobby, County Executive, Emergency Services
From: Casey Ping, Program Director, **STAR Flight**
Date: June 25, 2013
Subject: Lakeway Regional Medical Heli-Pads Camera Agreement

In 2008 a mid-air collision of two medical helicopters occurred in Flagstaff, Arizona. These helicopters were both transporting to the same hospital and the incident occurred within 1 mile of the destination. In early 2009, there was a near miss at the University Medical Center at Brackenridge (UMBC) heli-pad.

As a result of these incidents, a meeting was convened with hospital representatives, Austin-Travis County EMS Communications, and **STAR Flight** management to develop ideas to improve safety in and around the Austin area. Several improvements were identified and implemented that included hospital notification systems, and communications improvements that allowed greater notification for in bound helicopters and pilot to pilot communication.

One way to minimize risk is to create a system of heli-pad cameras (one at each hospital/heli-pad) that would allow communications and security personnel to confirm the status of these heli-pads and alert pilots and flight crews to potential hazards before critical phases of flight. As a note, there have been cameras at the **STAR Flight** hanger and University Medical Center at Brackenridge for many years.

The **STAR Flight** team has worked with Travis County ITS to research and develop a strategy for implementation of a proposed system. There were significant issues including bandwidth and security issues that involved two hospital networks, the City of Austin, Travis County and the Combined Transportation, Emergency Communication Center (CTECC). As a result, the only agreeable, cost effective system that could be identified was the use of web-based cameras and the use of a cellular wireless system to transmit the data. This solution addresses the security and bandwidth issues for all entities. The unlimited wireless data package needed to make this system function is only available to government agencies.

Attached is an Agreement with Lakeway Regional Medical Center that will allow the hospital to reimburse Travis County for the monthly expenses (\$35.00 per camera per month) associated with these cameras; currently less than \$500 per camera annually. Funding was identified for the cost of each camera (camera/lens, housing, site survey, installation, etc.), so no request for funding is needed for this expense of the project. In February 2012, the Court approved agreements with Seton Network and St. David's Network for reimbursement of monthly expenses associated with cameras installed at their heli-pads.

Ideally, we would like to see a fully developed system of cameras that would cover all the hospital heli-pads in the Austin area and Travis County region.

**AGREEMENT FOR
PROVISION OF HELI-PAD CAMERAS
AMONG TRAVIS COUNTY,
LAKEWAY REGIONAL MEDICAL CENTER**

This Agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and
Lakeway Regional Medical Center (LRMC)

RECITALS

LRMC operates a medical center which has a heli-pad associated with this facility.

Travis County operates an air ambulance services in Central Texas including the City of Austin and Travis County. The official name of these services is "*STAR Flight*."

Travis County and LRMC want to provide a heli-pad camera at the heli-pad at the hospital operated by LRMC. This camera is necessary to improve safety and security of helicopter operations at this facility.

AGREEMENT

NOW, THEREFORE, Travis County and LRMC mutually agree to the following terms and conditions:

I. TERM OF AGREEMENT

- a. Initial Term: This Agreement shall begin July 1, 2013 and continue until June 30, 2014 unless sooner terminated as provided in Section IX.
- b. Renewal Term: This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section IX.

II. RESPONSIBILITIES OF TRAVIS COUNTY

- a. Travis County shall provide a camera at no cost to LRMC for mounting at the heli-pad designated by LRMC to the extent that Travis County has funds for that

purpose. This camera complies with applicable federal and state statutes and regulations.

- b. If LRMC requests that Travis County provides an additional camera to LRMC in addition to the one provided under a. above, for mounting at additional heli-pads designated by LRMC, Travis County shall advise LRMC of the cost of additional cameras at that time. Before purchase of any additional cameras, Travis County shall invoice LRMC its full invoiced costs of each camera requested and purchase the cameras for LRMC within 5 business days after receipt of the payment. Any additional cameras will comply with applicable federal and state statutes and regulations.
- c. Travis County, through its service provider, shall install and set-up each camera provided.
- d. Travis County, through its service provider, shall provide communications services for the transmission of the information from each camera.
- e. Travis County, through its service provider, shall provide on-going maintenance for each camera.
- f. Travis County shall use reasonable efforts to obtain maintenance and resumption of communications services promptly if there is a failure on the part of its third party service provider to supply the needed services.
- g. During this contract, Travis County shall require its service provider to obtain and maintain insurance issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A with limits not less than those prescribed below:

Liability	\$1,000,000.00 per occurrence
	\$3,000,000 aggregate limit
Worker's Compensation:	Statutory

Upon request by LRMC, Travis County shall require its service provider to provide LRMC with a certificate of insurance evidencing this required coverage.

- h. County shall invoice LRMC \$500 for the wireless data service fee associated with each camera installed in advance each July as an annual communications services fee. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was less than \$500 for each camera installed, Travis County shall reduce the amount due that year by the excess of the amount paid the previous year over the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was more than \$500 for each camera installed, Travis County shall increase the amount due that

year by the excess of the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof over paid the previous year.

III. RESPONSIBILITIES OF LRMC

- a. LRMC shall provide an appropriate location and structure for mounting the camera adjacent to the heli-pad.
 - b. LRMC shall provide Travis County and its contractors that install, set up, maintain and support the camera and switch to reset the camera access to the location for mounting the camera and to the location designated for the switch to reset the camera whenever needed for the purposes of installation, set up, maintenance or support.
 - c. LRMC shall provide and maintain an appropriate uninterruptable source of power for the camera and pay for all utility costs associated with the operation of the each camera.
 - d. LRMC shall provide and maintain a conduit and cabling from the camera to a location designated by LRMC for the installation of a switch to reset the camera.
 - e. LRMC shall provide appropriate LRMC staffing who are responsible for resetting the camera once every twenty four hours at times when there is no emergency in progress.
 - f. LRMC shall pay Travis County the net amount invoiced for communications service fees associated with the operation of each camera at any LRMC facility in July of each year no later than August 15 of each year.
-
- g. LRMC shall pay Travis County the amount invoiced for the purchase of additional cameras pursuant to II. b., within 30 days of receipt of the invoice.
 - h. LRMC acknowledges that Travis County is providing the communications services through a third party provider and does not have control over any lack of availability of services, except as provided in Section II.f. above.

IV. INSURANCE AND LIABILITY

LRMC shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the property provided by LRMC, pursuant to this Agreement with coverage in the amounts set forth below:

General Liability:	Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate
--------------------	-----------------------------------------------------------------------------------------

V. TERMINATION

- a. **Termination With Cause:** Either party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by the other party, after the breaching party is provided written notice of the breach if the breaching party does not cure the breach within thirty (30) days of this notice. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.
- b. **Termination Without Cause:** Either party may terminate this Agreement, in whole or in part, without cause by giving written notice of termination to the other party at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this Agreement, the effective date of termination, and, in the case of partial termination, the portion of the Agreement to be terminated.

VI. OTHER TERMS AND CONDITIONS

- a. **Amendment:** No party may amend this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at amendment without consent shall be void. It is acknowledged by LRMC that no officer, agent, employee or representative of Travis County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- b. **Waiver of Breach:** Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by LRMC ~~that no officer, agent, employee or representative of Travis County has the~~ authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.
- c. **Assignment:** No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at assignment without consent shall be void. It is acknowledged by LRMC that no officer, agent, employee or representative of Travis County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- d. **Severability:** If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by LRMC that no

officer, agent, employee or representative of Travis County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.

- e. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- f. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.

VII PROCEDURE FOR NOTICE

- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given 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 specified in this section.
- b. The address of Travis County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
~~P.O. Box 1748~~
Austin, Texas 78767-1748

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

And to:

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

c. The address of LRMC for all purposes under this contract is:

David Kreye
Chief Executive Officer
Lakeway Regional Medical Center
100 Medical Parkway
Lakeway, TX 78738

d. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

VIII. DUPLICATE ORIGINALS

a. This Agreement is executed in multiple originals.

LAKEWAY REGIONAL MEDICAL CENTER

By:



David Kreye
Chief Executive Officer

Date: 06-05-13

**TRAVIS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS**

By:

Samuel T. Biscoe
County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Lori Kennedy, Managing Attorney, OPR, x47301; Leslie Hill, Managing Attorney, OCR, x47308

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive Justice and Public Safety, 854-4759

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

A handwritten signature in black ink, appearing to be "S. Biscoe", written over the name of the County Judge.

AGENDA LANGUAGE:

RECEIVE UPDATE ON THE ACTIVITIES OF THE OFFICE OF PARENTAL REPRESENTATION AND OFFICE OF CHILD REPRESENTATION

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Office of Child Representation and Office of Parental Representation, established in 2009, provide legal representation and social services to indigent parents and children in CPS cases before Travis County's civil district courts. The two offices have an oversight committee with representation from the Commissioners Court, civil courts, defense bar, and state Child Protective Services. The oversight committee's bylaws direct the two offices to provide an annual update to the Commissioners Court on their activities.

STAFF RECOMMENDATIONS:

No recommendations are being made at this time.

ISSUES AND OPPORTUNITIES:

Please see attached presentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

The annual budgets of OPR and OCR are fully funded by Travis County. Justice and Public Safety, together with PBO and Civil Courts Administration, will convene a study group in FY 2014 to analyze the drivers of the civil indigent defense expenditures and the impact that OCR and OPR are having on that budget.

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

REQUIRED AUTHORIZATIONS: N/A

C:

Civil Courts Administration
PBO
OPR/OCR Oversight Committee

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 **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Office of Child Representation

Office of Child Representation

- Established in 2009
- Began with seed money from the Texas Supreme Court Children's Commission (FY 2009 – FY 2011)
- Includes 6 attorneys, 1 paralegal, 1 social worker, 2 legal secretaries
- FY 2013 Budget - \$930,390 (includes 1 grant funded attorney)

Goal: To increase the quality of representation and legal services provided to children and youth in CPS cases, and to decrease the number of private attorney appointments.

Table 1 – OCR Case Closures

	FY 10	FY 11	FY 12	FY 13*
# New CPS Case Filings	328	434	457	301
% Change From Previous FY	12%	32%	5%	
Total OCR Appointments	248	155	283	124
Appointments as % of all CPS Case Filings	76%	36%	62%	41%
Cases with Conflict	33	24	51	21
Successful Closures	55	114	158	102
Other Closures	4	1	8	18
Total Closures	59	115	166	120
% Change From Previous FY	NA	95%	44%	
% of Successful Closures	93%	99%	95%	85%

*FY 13 is Oct 2012 through May 2013 only

Table 2 – OCR Closure Breakdown

	FY 10	FY 11	FY 12	FY 13*
Family Reunification	46	87	119	91
Adoption/Termination	9	27	39	11
Total Successful Closures	55	114	158	102
Dept. Awarded PMC w/o Termination	1	1	0	3
Aged Out of Care	1	0	4	11
Dept. Awarded PMC/Termination	0	0	2	4
Miscellaneous Closures	2	0	2	0
Total Other Closures	4	1	8	18
TOTAL CLOSURES	59	115	166	120

*FY 13 is Oct 2012 through May 2013 only

Social Services

- In FY 12, OCR's social worker had 982 client referrals
- Held over 140 Case Service Planning Meetings
- Serves on the Education Committee of the Model Court and conducts community outreach to area schools, hospitals, child placing agencies, and other related entities

Office of Parental Representation

Office of Parental Representation

- Established in 2009
- Began with seed money from the Texas Supreme Court Children's Commission (FY 2009 – FY 2011)
- Includes 5 attorneys, 2 paralegal, 1 social worker, 1 administrative assistant
- FY 2013 Budget - \$820,062

**Goal: To increase the quality of
representation and legal services
provided to the primary custodial
parent, and to decrease the
number of private attorney
appointments**

Table 1 – OPR Case Closures

	FY 10	FY 11	FY 12	FY 13*
# New CPS Case Filings	328	434	457	301
% Change From Previous FY	12%	32%	5%	
Total OPR Appointments	176	133	227	134
Appointments as % of all CPS Case Filings	54%	31%	50%	45%
Cases transferred/withdrawn/conflict	19	22	16	16
Successful Closures	64	109	127	116
Other Closures	13	12	15	20
Total Closures	77	121	142	136
% Change From Previous FY	NA	49%	11%	
% of Successful Closures	83%	90%	89%	85%

*FY 13 is Oct 2012 through May 2013 only

Table 2 – OPR Closure Breakdown

	FY 10	FY 11	FY 12	FY 13*
Case Dismissed	6	7	4	3
Completed COS/Home	28	30	27	28
TMC-Completed/Home	6	27	46	44
TMC-No Termination/Final Order	8	21	24	18
TMC-Termination/Relative	16	24	26	23
Total Successful Closures	64	109	127	116
TMC-Termination	13	12	15	20
Total Other Closures	13	12	15	20
TOTAL CLOSURES	77	121	142	136

*FY 13 is Oct 2012 through May 2013 only

Social Services

- In FY 12, OPR's social worker logged 1,289 direct client hours (22% increase over FY 11)
- During FY 12, 619 hours were spent in 206 separate community outreach, training, intern activities
- In FY 13*, OPR's social worker logged 738 direct client hours
- During FY 13*, 475 hours have been spent in 176 separate community outreach, training, intern activities

*FY 13 is Oct 2012 through May 2013 only

Next Steps

- PBO, JPS, and the Civil Courts are forming a study group to determine the drivers of the increases in civil indigent fee expenditures.
- The study group will begin work in October 2013, and present their findings and recommendations in early 2014.



Travis County Commissioners Court Agenda Request

Meeting Date: June 25th, 2013

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 6 to Contract No. 4400000860 (H.T.E. Contract No. PS110249ML), Renea Hicks, for Legal Services.

- **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 Purchasing Agent approved a contract with Renea Hicks for legal services on May 26, 2011 in an amount not to exceed \$50,000.

Modification No. 6 will:

(a) extend the term of the contract from October 1, 2013 through September 30, 2014.

(b) change the contract amount from \$180,000 to \$215,000, an increase of \$35,000. This increase will serve to provide additional funding for services and expenses incurred for the contract.

Modification No. 5 extended the term of the contract from October 1, 2012 through September 30, 2012.

Modification No. 4 changed the contract amount from \$150,000 to \$180,000, an increase of \$30,000. This increase served to provide additional funding for services and expenses incurred for the contract.

Modification No. 3 corrected an error on Modification No. 2.

The "Current Modified Amount" amount shown in the "For Travis County Use Only" section of the modification was erroneously listed as

\$200,000. This amount should have read \$150,000, and was corrected to read as such with the execution of Modification No. 3.

Modification No. 2:

a) Changed the contract amount from \$50,000 to \$200,000, an increase of \$150,000. This increase served to continue legal services as described in paragraph 3.1.

b) As authorized by paragraph 2.1 "Term of Contract", this modification changed the term of the contract from May 24, 2011 through September 30, 2011 to May 24, 2011 through September 30, 2012, a one year extension.

Modification No. 1:

a) Changed the contract no. from PS110200ML to PS110249ML as issuance of the contract number was inadvertently duplicated.

b) In accordance with the requirements of Section 7.1 of the contract, the law firm of Scott, Douglas & McConnico were authorized to provide sub- contracting services for certain approved services. The original contract not-to-exceed amount of \$50,000 did not change.

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

➤ **Contract-Related Information:**

Award Amount: \$50,000

Contract Type: Professional Services

Contract Period: May 24, 2011 – September 30, 2011

➤ **Contract Modification Information:**

Modification Amount: \$35,000

Modification Type: Professional Services

Modification Period: October 1, 2013 – September 30, 2014

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested
- Award is not to the lowest bidder
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 00119105414012
- Comments: Contract is on a as needed basis; court approved funding from allocated reserve on June 4, 2013.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

June 4, 2013

Mr. Mike Long
Purchasing Office
P.O. Box 1748
Austin, Texas 78767

Re: Contract for Legal Services with Renea Hicks; Our File No. 188.394

Dear Mike:

A new contract modification is needed for the contract referenced above. Please forward to the Commissioners Court a request to increase this contract cost not-to-exceed \$35,000. In the past the Court has always authorized the money be taken from the allocated reserve. Sharon Talley has authorized the contract to be extended for another year, through September 30, 2014. If you have any questions, please don't hesitate to contact me.

Sincerely,

John C. Hille, Jr.
Assistant County Attorney

cc: Sharon Talley, Director, Enforcement Division
Amanda Valdes, Travis County Attorney
Kapp Schwebke, Travis County Auditor

MODIFICATION OF CONTRACT NUMBER: 4400000860(PS110249ML) Legal Svcs **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: August 29, 2012
ISSUED TO: Renea Hicks 101 West 6 th St. Ste 504 Austin, TX 78701	MODIFICATION NO.: <p style="text-align: center;">6</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">May 24, 2011</p>

ORIGINAL CONTRACT TERM DATES: 5/24/11 - 9/30/11 CURRENT CONTRACT TERM DATES: 10/1/13 - 9/30/14

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$50,000 (NTE) Current Modified Amount: \$215,000 (NTE)

DESCRIPTION OF CHANGES: Upon execution of this modification, the contract is modified as provided below:

A. The contract is hereby modified to extend the period of services beginning October 1, 2013 to September 30, 2014.

B. The contract amount in Section 4 will be changed from a not-to-exceed amount of \$180,000 to a not-to-exceed amount of \$215,000, an increase of \$35,000. This change will provide additional funding for services and expenses incurred for the contract.

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.

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: <u>Law Office of Max Renea Hicks</u>	<input checked="" type="checkbox"/> DBA
BY: <u>Max Renea Hicks</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Max Renea Hicks</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>self</u> ITS DULY AUTHORIZED AGENT	DATE: <u>6/6/13</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>6/7/13</u>

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



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE MODIFICATION NO. 27 TO CONTRACT NO. 4400000562 (H.T.E. CONTRACT NO. MA960322), EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM.

- **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 Tax Office recommends approval of Modification No. 27 which enhances the Tax Office website payment module to allow for multiple accounts to be chosen and processed for payment at one time. This enhancement will assist the Tax Office to simplify customer on-line payment processing. The Tax Office is focusing on using technology to streamline customer self-service. As on-line customer self-service expands, Travis County will see efficiencies in Tax Office operations. This is critical since the population of Travis County is growing at approximately 3% annually; therefore, increased workloads are expected.

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

- **Contract Modification Information:**

Modification Amount: \$12,000.00
Modification Type: Enhancements
Modification Period: Beginning June 25, 2013.

- **Funding Information:**

- Shopping Cart Number: 1000034752 for \$12,000.00
- Comments:



Bruce Elfant
TAX ASSESSOR-COLLECTOR
VOTER REGISTRAR

5501 Airport Blvd
AUSTIN, TX 78751
(512) 854-9473

Date: June 10, 2013
To: Lori Clyde, Purchasing Agent Assistant
From: Renea Deckard, Associate Deputy
Subject: Quote 2727 Expand Web Site Payment Module

The Tax Office is requesting a purchase order to Easy Access Inc. in the amount of \$12,000.00. The funds are available in FY2013 Fund Center 1080030001 commitment item # 511870 (IT Consulting).

This change order is needed to assist the Tax Office efforts to simplify customer on-line payment processing. The Tax Office is focusing on using technology to streamline customer self-service. As on-line customer self-service is expanded Travis County will see efficiencies in Tax Office operations. This is critical for the population of Travis County is growing at approximately 3% per year; therefore, increasing workloads are expected.

MODIFICATION OF CONTRACT NUMBER: 4400000562/MA960322 – Tax Office Computer System**PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: June 13, 2013
ISSUED TO: Easy Access, Inc. 4200–A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 27	EXECUTED DATE OF ORIGINAL CONTRACT: December 13, 1994
ORIGINAL CONTRACT TERM DATES: February 28, 2003–February 29, 2004 CURRENT CONTRACT TERM DATES: March 1, 2012– February 28, 2013		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 994,079.24**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified as follows:

- 1) Per Quote 2727 and Change Order Request dated 5/29/2013, enhance website payment module to allow users to choose and pay for multiple accounts at one time.

The total cost of this modification is \$12,000.00.

Note to Vendor:

[X] 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: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

EZAccess

4200-A N Bicentennial Dr
McAllen, Texas 78504
Phone: (956) 682-3466 :- Fax: (956) 682-0906

Quote Number:

2727

Quotation Date:

06/17/2013

Client:

Travis County
Purchasing Office
314 West 11th Street, Room 400
Austin TX 78701
Attn: Ms Lori Clyde

Ship To:

Travis County
Tax Office
5501 Airport Blvd
Austin TX 78751-1410
Attn: Ms Renea Deckard

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ UNIT PRICE	EXTENDED \$ AMOUNT
1.	1		Expand the website payment module to allow for multiple accounts to be chosen at one time. Web site payment module to process multiple accounts	12,000.00	\$ 12,000.00

Terms & Conditions:

Special Instructions:

Sub Total	\$12,000.00
Sales Tax	Not Applicable
Installation	Not Applicable
Freight	Not Applicable
Insurance	Not Applicable
Gross Amount	\$12,000.00

Easy Access Inc:

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 06/17/2013

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: _____

Title: _____

Date: _____

CHANGE ORDER REQUEST

DATE: May 29, 2013

CONTRACT: Contract Between Travis County and Easy Access, Inc. for Tax Office Computer System, Contract No #MA960322LC

MODIFICATION NO. 27

Pursuant to Section 22.4 Contractor and Project Directors hereby submit the following Change Order:

Scope of Work:

Services: Quote #2727:

Expand the website payment module to allow for multiple accounts to be chosen at one time.

Web site payment module to process multiple accounts.

Project Impact: \$12,000

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature
William C Hamer

Authorized Signature

Typed
CEO

Typed

Title
05/29/2013

Title

Date

Date



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762;
Marvin Brice, CPPB/854-9765

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for the Ned Granger Administration Building Fifth Floor Renovation, IFB No. 1305-006-JT, to the low bidder, AG Construction Management.

- **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 requires the Contractor to provide labor, equipment, materials and supervision necessary for the interior renovation of the Ned Granger Building fifth floor, including demolition and asbestos abatement, at 314 W. 11th Street, in Austin, Texas.

IFB 1305-006-JT was issued on May 22, 2013, to solicit bids for the project referenced above. After a total of sixty-five (65) vendors were solicited, seven (7) bids were received electronically in response to the solicitation when subject IFB opened on June 12, 2013, at 2:00 p.m. The apparent low bidder is AG Construction Management with a Base Bid of \$1,360,000.

As a matter of interest to the Court, the Contractor being recommended for award is a Certified Historically Underutilized Businesses (HUB), and five (5) of the seven (7) bids received were from Certified HUB's.

Facilities Management recommends that a contract be awarded to the AG Construction Management in the amount of \$1,360,000. FMD has determined that the price is fair and reasonable.

- **Contract-Related Information:**

Award Amount: \$1,360,000.

Contract Type: Construction

Contract Period: 150 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 65

Responses Received: 7

HUB Information: 5

% HUB Subcontractor: 30.7%

➤ **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/Funds Reservation in SAP: 300000610

Cost Center-G/L no'(s): 114011000-522020

Comments:



*Granger
6-14-13
MB*

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: TCAB-27-12C-4R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

John to Cam for Roger El Khoury

DATE: June 13, 2013

SUBJECT: Ned Granger Building Renovation-County Attorney 5th Floor
IFB No.: B1305-006-JT

Facilities Management Department (FMD) recommends award of the Ned Granger 5th Floor Renovation base bid in the amount of \$1,360,000 to the low bidder, AG Construction Management. Seven general contractors bid on the subject project. The bid was opened on June 12, 2013.

FMD has reviewed the attached bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 150 calendar days after the issuance of the Notice to Proceed.

Funding for this Project is located in the Cost Center-G/L 114011000-522020. Funds Reservation Document (FRD) 300000610 is in place for \$1,360,000. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on June 25, 2013. If approved, please issue a fully executed contract to AG Construction Management. Please call Gabe Stock at extension 45240 if you have any questions.

ATTACHMENTS:

- 1. Bid tabulation form

COPY TO:

- Leslie Browder, County Executive, PBO
- Amy Draper, CPA, Financial Manager, FMD
- Ken Gaede, AIA, Senior Project Manager, FMD
- Gabriel Stock, AIA, LEED-AP, Senior Architectural Associate, FMD
- Jorge Talavera, CPPB, Purchasing Agent Assistant IV, TCPO

KG

2013 JUN 13 PM 3:40
RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE

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

BID NO.: B1305-006-JT **BID DATE:** June 12, 2013 **BIDS SOLICITED:** 65

DESCRIPTION: Ned Granger Building Fifth Floor Renovation **OPEN TIME:** 2:00 p.m. CST **BIDS RECEIVED:** 7

DEPARTMENT: Travis County Facilities Management Department **BIDS EXPIRE:** September 10, 2013 **HUBS SOLICITED:** 21

CONTACT/NO.: Gabriel Stock 512-854-5240 **HUBS RECEIVED:** 5

Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
							HUB	%
1 AGCM	\$1,360,000.00	X	X	X	X	X	Y	30.7%
2 Tegrity Contractors, Inc.	\$1,496,777.00	X	X	X	X	X	Y	15.7%
3 Stewart Builders, Inc.	\$1,639,500.00	X	X	X	X	X	N	15.2%
4 Abeco Contracting	\$1,676,000.00	X	X	X	X	X	Y	12.0%
5 ASD Consultants, Inc.	\$1,695,000.00	X	X	X	X	X	Y	15.9%
6 Fazzone Construction Co., Inc.	\$1,744,000.00	X	X	X	X	X	N	2.4%
7 LNV, Inc.	\$1,859,000.00	X	X	X	X	X	Y	5.3%
8								
9								
10								

Reviewed and Acknowledged By:

	DATE
JORKE TALAVERA	6/12/13

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001500 IFB NO. B1305-006-JT

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

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Granger Building Fifth Floor Renovation** (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 Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Granger Building Fifth Floor Renovation, Travis County Texas, IFB No. B1305-006-JT**; and

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

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

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Granger Building Fifth Floor Renovation, Travis County Texas, IFB No. B1305-006-JT**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **150 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 or as expressly provided in the Construction Contract documents, 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.
- 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 **\$700 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 the General Conditions, the total sum of \$1,360,000.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$ 950,000.00 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) \$ 410,000.00 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 Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 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

AG CONSTRUCTION MANAGEMENT

By: _____
Samuel T. Biscoe
Travis County Judge

By: A. Gutierrez
Name: ANTHONY GUTIERREZ

Date: _____

Title: OWNER

Date: 6-17-13

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for general medical lab services, RFS No. 1302-012-ML, to the sole proposer, Quest Diagnostics

- **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.
- Request for Services, 1302-012-ML, for General Medical Lab Services issued on March 27, 2013. One proposal was received and opened on 4/17/13. The Purchasing Office contacted other vendors that viewed the solicitation inquiring why they did not send in a proposal. One said that they supplied the medical lab supplies but not the lab services while another said they were a young lab and not yet willing to submit a proposal. One more said they could not meet the closing date of the RFS. An evaluation committee comprised of representatives from the Sheriff's Office and the Medical Nursing Staff proceeded with the evaluation process, and Quest Diagnostics, was recommended. The fee schedule quoted was reasonable as 70% was taken off of the Texas Medicare Fee Schedule.
- Quest Diagnostics shall provide general medical lab services for inmates.
- The initial term for this contract shall be , June 25, 2013 through September 30, 2013.
- **Contract-Related Information:**
 - Award Amount: As Needed
 - Contract Type: Professional Services
 - Contract Period: June 25, 2013 – September 30, 2013

➤ **Solicitation-Related Information:**

Solicitations Sent: 17

Responses Received: 1

HUB Information:

% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 1370510001/GL 511120

Comments:



Greg Hamilton, Travis County Sheriff

MEMORANDUM

DATE: May 2, 2013

TO: Mike Long, TC Purchasing

FROM: Mike Summers 1184, Director Inmate Treatment Services

SUBJECT: Request for services (RFS) # 1303-012-ML, General Medical Lab Services

The RFS for *General Medical Lab Services* has been reviewed by Valerio Rodriguez, Kathryn Geiger, and Mike Summers.

The only RFS received was submitted by Quest Diagnostics Clinical Laboratories, Inc., and the services offered will meet our needs.

I recommend approval of the request submitted by Quest Diagnostics Clinical Laboratories, INC for *General Medical Lab Services*.

A handwritten signature in black ink, appearing to read "Mike Summers".

Mike Summers RN, MSN, M Ed
Director Inmate Medical Services

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Quest Diagnostics

TYPE OF GOODS/SERVICE: Medical Lab Services

FUNDS VERIFIED:

1) Funds Reservation # _____ processed through the
Purchasing system to reserve funds.

2) Amount reserved: \$ _____

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

Contract did not specify a total contract amount.

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

CONTRACT #: 4400001456

Reviewed by:

[Signature]

Date:

5/30/13

Approved by:

[Signature]

Date:

5/30/13

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

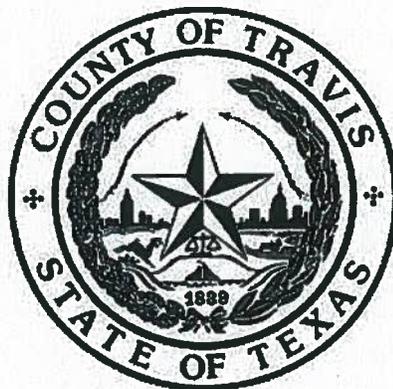
AND

QUEST DIAGNOSTICS

FOR

GENERAL MEDICAL LAB SERVICES

CONTRACT NO. 4400001456



Travis County Purchasing Office

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DEFINITIONS

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/or Contractor.
- 1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for 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;

but does not include:

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

1.5.4 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 Consultant in the ordinary course of its business; or

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

1.6 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment 1.

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 Contract will shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated as provided herein.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to 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. Notwithstanding anything to the contrary contained herein, in the event of a conflict between Attachment A and CONTRACTOR'S Scope of Services response dated 04/16/13, the CONTRACTOR'S Scope of Services response shall supersede Attachment A.

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 her 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 TRAVIS COUNTY

DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES 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.

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 Schedule of Services which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: 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) calender 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 invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 patient's name and jail identification number
- 4.4.3 description and CPT code number of the test
- 4.4.4 date of service
- 4.4.5 location and cost of test

Original invoices shall be sent to: Maria Wedhorn
Financial Analyst, Sr
3614 Bill Price Road
Del Valle TX 78617

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)

calendar 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) calendar 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 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

4.10 Exemption From County Purchasing Act. Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement except for testing and services ordered by COUNTY. COUNTY acknowledges that it has the sole responsibility for monitoring test ordering.

4.12 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.

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 General Medical Lab Services 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 County Department with a copy to the Purchasing Agent.

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 Warrants. 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. Consultant 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. 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.

7.7.1 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.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Schedule of Items
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D - Ethics Affidavit
- 7.7.1.5 Attachment E – Debarment
- 7.7.1.6 Attachment F - Proposal

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):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
PO 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:

Quest Diagnostics
4770 Regent Blvd.
Irving, TX 75063
Attn: Sandy Deli

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 Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee 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 Contract, 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 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 Department designee 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 Department designee. 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 Section 7.11, CONTRACTOR shall notify the Executive Manager, 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, 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 Travis County Departments/Offices.

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

7.21 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.

Contractor

Travis County


By: MICHAEL J. HAMILTON - VP
Name and Title (Printed) *Commercial*

By: Samuel T. Biscoe
Travis County Judge

Date: 6/4/13

Date: _____

Approved as to Legal Form By:


Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

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

ATTACHMENT A
SCOPE OF SERVICES

1. **Requesting facilities include:**
 - a. Travis County Correctional Complex at 3614 Bill Price Road, Del Valle, TX (HSB Clinic)
 - b. Travis County Jail Downtown Medical Nursing Station on the 1st floor at 500 West 10th Street, Austin, TX (TCJ Medical)
2. **Routine Courier Pick-Up of Laboratory Specimens:** 2 (two) times daily Monday through Sundays, including Holidays at HSB Clinic and the TCJ Medical. Times are between 10:00 – 11:00 A.M. and between 4:00 – 5:00 PM each day. Contractor may call prior to arrival to determine if pick-up is needed. HSB Clinic (512) 854-4193 and TCJ Medical (512) 854-9347.
3. **Routine Results of Laboratory Specimens:** Within 24 (twenty-four) hours of routine courier pick-up at HSB Clinic and the TCJ Medical. Notification may be via fax or printer. County will provide a dedicated phone line; contractor will provide a fax machine and/or printer, if needed, to include hardware and maintenance as required. Notification may be electronic, via fax or printer as determined by the County.
4. **Emergency Pick-Up of Laboratory Specimens:** Contractor shall endeavor to provide requests for emergency pick-up of laboratory specimens within 60 minutes of notification from HSB Clinic and the TCJ Medical. Travis County acknowledges that response times shall vary depending on factors such as the time of day of the request. Additional charges for unscheduled pickups may apply and such charges shall be negotiated locally based on the specific request(s).
5. **Emergency Results of Laboratory Specimens** are to be faxed or telephonically reported to requesting facility (HSB Clinic or TCJ Medical) within 4 (four) hours from accessioning provided that the ordered test is on the laboratory's current STAT Test Menu (Attachment G) and the specimen to be tested is accessioned between 8 AM and 7 PM Monday through Friday or 10 AM and 2 PM on Saturday. Travis County estimates that the need for emergency results (STAT) is less than 5% of all results.
6. Laboratory supplies are to be delivered to the requesting facility within 24 (twenty-four) hours. The delivery will be made on routine courier pick-up Monday-Friday only. Delivery of laboratory supplies will not be made on Travis County holidays or weekends.

Laboratory Supplies include: needles, vacutainers, blood tubes, laboratory specimen ordering forms and any supplies needed to collect the specimens. Specification collection materials provided by Contractor will be designed to avoid exposure, contamination and especially "needle sticks". The County will determine the type/design of the materials to be used. The cost of laboratory supplies is included in the cost of each test.

7. All invoices submitted by Contractor must reference the contract number and Travis County purchase order on the invoice, contain the date of the testing, patient's name and jail identification #, description and CPT code number of the test, location of the test and the cost of the test.

Invoices must be submitted grouped by numeric code of test or alphabetically by test name in the same format as the submitted Texas Medicare Fee Schedule.

Invoices must be sent to: Maria Wedhorn
Attn: Fiscal Department
3614 Bill Price Road
Del Valle, TX 78617

8. All testing must be done in accordance with Clinical Laboratory Improvement Amendments (CLIA). CLIA Laboratory Certificate of Accreditation must be provided to the County within ten (10) calendar days after award.
9. Upon award, Contractor will supply a laboratory specimen collection *procedure* manual, including any Updates and /or changes to the HSB Clinic, TCJ Medical and the Medical Section Supervisor.

ATTACHMENT B
SCHEDULE OF ITEMS

RFS# 1302-012-ML

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

PART III-SCHEDULE OF ITEMS

(NOTE: This Schedule of Items will become Attachment B to the Professional Services Agreement at the time of Contract Award)

Offerer agrees to provide and deliver the specified General Medical Laboratory Services in accordance with the Specifications, Terms and Conditions, and Special Provisions of this Request for Services. All **Firm Fixed Prices** are to be offered for the items listed below and will not be higher than the current Texas Medicare Fee Schedule.

Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

Please provide the unit prices on the following items 1-48. The bid tab will be calculated on items 1-48 solely for the purpose of establishing a common ground for identifying the best prices and achieving competition.

NOTE: Offerer **MUST** submit a complete **Price List** with the bid package, listing all tests offered by your firm including all of the below tests. **Contractor must indicate in Price List which items, if any, are not available "STAT".**

Percentage Discount shall remain firm for the period of the contract. The percentage discount shall also remain firm for the option periods should the County choose to exercise the option to renew. The percentage discount will be applied to each item in Contractor's **Price List**.

Percent Discount Off Texas Medicare Fee Schedule % ⁷⁰ _____ *(This amount will be multiplied by the 5th column below on items 1 - 48. The 5th column is titled - "Price Reflected In Texas Medicare Fee Schedule Submitted With bid". The Amount will then be subtracted from the "Price Reflected in Texas Medicare Fee Schedule Submitted With Bid" and the answer will go in the "After Percentage Discount" column for items 1-48.*

RFS# 1302-012-ML

(NOTE: PERCENT DISCOUNT MUST BE THE SAME FOR EACH ITEM ON THE PRICE LIST.)

Item No.	CPT Code	Description	Unit	Price Reflected in Texas Medicare Fee Schedule Submitted With Bid	After Percentage Discount	Available STAT? Check One
1	XXXXXX	Aerobic Culture Urine Culture and Sensitivity)	EA	\$ 50.00	\$30.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PART III- SCHEDULE OF ITEMS

Item No.	CPT Code	Description	Unit	Price Reflected in Texas Medicare Fee Schedule Submitted With Bid	After Percentage Discount	Available STAT? Check One
1	87070	Aerobic Culture: All sources (urine, wound, throat and etc) To include identification of any/ All organisms, including MRSA, And drug sensitivities.	EA	\$ 11.84	\$3.55	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2	87075, 87205	Anaerobic Culture: All sources all bacterial organisms and drug sensitivities.	EA	\$18.88	\$5.66	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3	82140	Serum Ammonia	EA	\$20.03	\$6.01	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4	82150	Serum Amylase	EA	\$8.91	\$2.67	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	85025	CBC with Differential	EA	\$10.69	\$3.21	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6	87491, 87591	Chlymidia/Gonorrhea Amplified DNA (endocervical or male Ureth) probe or urine specimen	EA	\$96.48	\$28.94	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7	80053	Complete Metabolic Panel	EA	\$14.53	\$4.38	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8	80185	Serum Dilantin	EA	\$18.22	\$5.47	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9	80051	Electrolyte Panel	EA	\$9.64	\$2.89	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RFS# 1302-012-ML

10	<u>80152</u>	Serum Elavil	EA	\$ 24.61	\$ 7.38	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11	<u>83001, 83002</u>	FSH/LH	EA	\$ 51.00	\$ 15.30	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12	<u>82955</u>	G6PD	EA	\$ 12.02	\$ 3.61	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13	<u>82947</u>	Glucose Tolerance Test (1 hour)	EA	\$ 5.39	\$ 1.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14	<u>82947</u>	Glucose Tolerance Test (3 hour)	EA	\$ 5.39	\$ 1.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15	<u>84703</u>	HCG	EA	\$ 10.33	\$ 3.10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16	<u>86355, 86357, 86359, 86360</u>	Help/Suppressor (Includes CBC, absolute CD4+ helper/inducer; absolute lymph count; percentage of CD4)	EA	\$ 220.14	\$ 66.04	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17	<u>87340</u>	Hepatitis B Surface Antigen	EA	\$ 14.20	\$ 4.26	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18	<u>80074</u>	Hepatitis Panel, Acute w/reflex (HbsAg w/reflex confirm, HC Ab HA Ab IgM, HbcAb IgM)	EA	\$ 65.47	\$ 19.64	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19	<u>80076</u>	Hepatic function Panel (Alb, Tbili, AP, AST, ALT, TP)	EA	\$ 11.23	\$ 3.37	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20	<u>83036</u>	HgbA1C w/mean	EA	\$ 13.34	\$ 4.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21	<u>85018</u>	Hemoglobin	EA	\$ 3.26	\$ 0.98	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
22	<u>83690</u>	Lipase	EA	\$ 9.47	\$ 2.84	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23	<u>80178</u>	Serum Lithium	EA	\$ 9.09	\$ 2.73	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
24	<u>80055</u>	Obstetric Panel w/reflex (ABO/Rh, Antibody Scr RBC w/reflex, CBC, RPR, (DX) w/reflex confirm, HbsAg, w/reflex confirm, RubellaIgG Ab)	EA	\$ 62.93	\$ 18.88	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
26	<u>84146</u>	Serum Prolactin	EA	\$ 26.64	\$ 7.99	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
27	<u>85610</u>	Protine	EA	\$ 5.40	\$ 1.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
28	<u>86592</u>	RPR Quantitative	EA	\$ 5.87	\$ 1.76	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
29	<u>85652</u>	Sedimentation Rate	EA	\$ 3.71	\$ 1.11	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
30	<u>84479</u>	T3 Uptake	EA	\$ 8.89	\$ 2.67	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
31	<u>80157</u>	Serum Tegretol	EA	\$ 18.22	\$ 5.47	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
32	<u>84443</u>	Thyroid Stimulating Hormone	EA	\$ 23.10	\$ 6.93	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PART III – SCHEDULE OF ITEMS, Continued

Item No.	CPT Code	Description	Unit	With Bid	After % Discount	Available STAT?	
						Check One	
33	<u>87086, 87088</u>	Urine Culture	EA	\$ 22.23	\$ 6.67	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
34	<u>80157</u>	Serum Tegretol	EA	\$ 18.22	\$ 5.47	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
35	<u>80164</u>	Serum Valproic Level	EA	\$ 18.63	\$ 5.59	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
36	<u>86703</u>	Antibody Screen w/reflex to Western Blot Confirmation	EA	\$ 18.85	\$ 5.66	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
37	<u>87536</u>	HIV-RNA, QN, PCR	EA	\$ 116.96	\$ 35.09	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
38	<u>81401, 88235</u>	Mutation Detection for Sickle Cell Anemia	EA	\$ 202.42	\$ 60.73	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
39	<u>87901</u>	HIV-1 Genotype (for drug resistance)	EA	\$ 251.92	\$ 75.58	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
40	<u>80202 (2)</u>	Vancomycin (peak and trough)	EA	\$ 37.26	\$ 11.18	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
41	<u>83021, 85014, 85018, 85041</u>	Hemoglobin Electrophoresis	EA	\$ 35.48	\$ 10.64	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
42	<u>82570, 84156</u>	Urine (24 hour w/protein and creatinine)	EA	\$ 12.15	\$ 3.65	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
43	<u>82570, 84156, 84166</u>	Urine (24 hour w/o creatinine)	EA	\$ 36.67	\$ 11.00	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
44	<u>84478</u>	Triglycerides	EA	\$ 7.90	\$ 2.37	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
45	<u>86355</u>	T-Cell Count	EA	\$ 103.70	\$ 31.11	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
46	<u>88142</u>	Pap Smears	EA	\$ 27.85	\$ 8.36	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
47	<u>84703</u>	HCG (serum) Qual	EA	\$ 10.33	\$ 3.10	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
48	<u>84702</u>	HCG (serum) Quan	EA	\$ 12.01	\$ 3.60	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Travis County reserves the right to award on an “all or none” or “line item” basis

The pricing provision below will apply.

Tests marked with “*” denotes a special priced test. All other discountable tests are discounted at 65% off of Quest Diagnostics’ Client Fee Schedule.

Certain high cost of performance assays and tests referred to other laboratories are non-discountable.

Tests in this bid are converted to the best of our ability; however, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.

In the event any reference laboratory, to which Quest Diagnostics refers testing, increases its charges to Quest Diagnostics at any time during the Initial Term or any Renewal Term of this Agreement, Quest Diagnostics shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory.

Pricing will be effective the day in which the signed document is received from the customer. However, if the signed pricing document is received by Hospital Sales Support on or after the 25th day of the month, that pricing will be effective the 1st day of the following month.

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

Reflex testing, if performed, is an additional charge.

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 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.

H. 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.

I. 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. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 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. Should this policy be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.
 - c. Travis County added as additional insured

† **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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 37986 -MAIN-ALL-12-13 GL Prof Inc	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Prop. Casualty Co. Of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td style="text-align: center;">27960</td> </tr> <tr> <td>INSURER D : The Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Prop. Casualty Co. Of America	25674	INSURER B : The Travelers Indemnity Company	25658	INSURER C : Illinois Union Insurance Co	27960	INSURER D : The Charter Oak Fire Insurance Company	25615	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED *QUEST DIAGNOSTICS INCORPORATED AND ITS WHOLLY OWNED SUBSIDIARIES 3 GIRALDA FARMS MADISON, NJ 07940															

COVERAGES CERTIFICATE NUMBER: NYC-006306014-27 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			TC2JCAP-266T3603-TIL-12	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000			XFL G21820611 005 GL-Self Insured Retention	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TC2JUB-266T3523-12 (AOS) TRKUB-266T3535-12 (AZ,MA,WI) TC2JUB-1003A044-12 (CA) TC2OUB-1008A25A-12 (NV)	12/31/2012 12/31/2012 12/31/2012 12/31/2012	12/31/2013 12/31/2013 12/31/2013 12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (Professional Liability / Claims Made - Self Insured Retention - \$10,000,000 - 12/31/12 - 12/31/13)

EVIDENCE OF COVERAGE ONLY

CERTIFICATE HOLDER QUEST DIAGNOSTICS INCORPORATED 3 GIRALDA FARMS MADISON, NJ 07940	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Maria Nicholson <i>Maria Nicholson</i>
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ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 06/04/13
Name of Affiant: Matthew J. Hamlin, FACHE
Title of Affiant: Vice President, Commercial – Southwest Region
Business Name of Proponent: Quest Diagnostics Clinical Laboratories, Inc.
County of Proponent: Dallas County

Affiant on oath swears that the following statements are true:

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

[Signature]
Signature of Affiant

4770 Regent Boulevard Irving, TX 75063
Address

SUBSCRIBED AND SWORN TO before me by MATTHEW HAMLIN on JUNE 4, 2013

[Signature]

Notary Public, State of TEXAS

Typed or printed name of notary
My commission expires: 5-9-2015

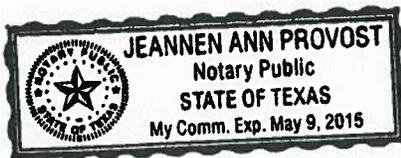


EXHIBIT A
LIST OF KEY CONTRACTING PERSONS

April 30, 2013

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.....	Vacant	
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	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	Charyl Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
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 DivisionTom Nuckols
 Attorney, Land Use DivisionJulie Joe
 Attorney, Land Use DivisionChristopher Gilmore
 Director, Transactions DivisionJohn Hille
 Attorney, Transactions DivisionDaniel Bradford
 Attorney, Transactions DivisionElizabeth Winn
 Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVCW Bruner, CTP
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IVRosalinda Garcia
 Purchasing Agent Assistant IVAngel Gomez*
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant IIISydney Ceder*
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant II.....Vacant
 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 AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis
 Sheriff's Office.....Major Mark Sawa
 Director of Inmate Treatment Services.....Mike Summers

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

N/A

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT

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 X 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.

Quest Diagnostics Clinical Laboratories, Inc.

38-2084239



6/24/13

Matthew J. Hamlin, FACHE

Vice President, Commercial – Southwest Region

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized

ATTACHMENT F
PROPOSAL

ATTACHMENT G
STAT TEST MENU



Quest
Diagnostics

Austin Rapid Response Laboratory
STAT Test Menu **Southwest Region**

2013 STAT Test Menu

223	Albumin
234	Alkaline Phosphatase
823	ALT (SGPT)
822	AST (SGOT)
10165	Basic Metabolic Profile
8631	Bilirubin, Total and Direct Neonatal
20381	Bilirubin, Total, Pediatric
0285	Bilirubin, Direct
267	Bilirubin, Total
34182	Bilirubin, Direct Neonatal
0294	BUN
0303	Calcium
8399	CBC
330	Chloride
310	CO2
10231	Comprehensive Metabolic Panel
0375	Creatinine
34382	Electrolyte Panel
0483	Glucose, Serum
509	Hematocrit
0733	Potassium
8847	Prothrombin Time w/INR (PT w/INR)
0763	Partial Thromboplastin Time (PTT)
836	Sodium, serum
754	Total Protein, serum
5463	Urinalysis
7909	Urinalysis with Reflex to Microscopic

Austin Rapid Response STATS

- The above are the only tests available on a STAT basis through the Austin Rapid Response Laboratory
- STAT testing is available 6 days a week, from the hours of 8AM to 7PM Monday through Friday and 10am to 2pm on Saturday.
- Turnaround time (TAT) on STAT testing is a maximum of **4** hours from receipt in the testing laboratory
- Please mark STAT on the requisition, place the requisition and specimen in a **RED** STAT bag
- **Please call the Logistics Department for a STAT pickup using 1- (866) MYQUEST (697-8378) or 1-866-697-8378**

Elisabeth S. Brockie

Elisabeth S. Brockie, D.O., Medical Director

4-3-13

Date

Revised April 3, 2013



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on License Agreement between Travis County Emergency Services District No. 4 and Travis County for Hunters Bend Emergency Medical Services (EMS) post location to provide placement of a County EMS ambulance at Fire Station No. 401.

- **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.

Travis County ESD No. 4 provides first responder emergency medical services in various parts of Travis County, including the FM 969 corridor in eastern Travis County, Austin's Colony, and the surrounding area.

Travis County, through a cooperative Agreement with the City of Austin, currently provides ground emergency medical transport services for the same geographic area. On May 21st, the Court approved Amendment Five to this Agreement to place an ambulance at ESD's Fire Station 401, located at 14312 Hunters Bend Road for twelve hours a day, seven days a week.

An agreement between ESD No. 4 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-37 at Fire Station 401.

The Purchasing Office recommends the approval of the License Agreement with ESD No. 4 for the Hunters Bend EMS posting. This will allow for collocating the new Medic-37 ambulance and crew at Fire Station 401, beginning on or around July 1, 2013.

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

This will provided better coverage for ground emergency medical services in this area of the county. Better response times will result by placing a unit at this location.

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

➤ **Contract-Related Information:**

Award Amount: \$5,200

Contract Type: License Agreement

Contract Period: July 1, 2013 – September 30, 2013

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Funds Reservation #: 300000587

Funding Account(s): 1590080001/511630

Comments:

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



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Herchel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager*

Technology & Communications

To: Travis County Commissioners Court
From: Danny Hobby, County Executive for Emergency Services *D. Hobby*
Date: May 22, 2013
Subject: License Agreement with ESD-4 for Hunters Bend EMS Posting at Fire Station 401

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT BETWEEN TRAVIS COUNTY ESD NO. 4 AND TRAVIS COUNTY FOR HUNTERS BEND EMS POST LOCATION TO PROVIDE PLACEMENT OF A COUNTY EMS AMBULANCE AT FIRE STATION 401. (TCES, EMS)

Summary & Staff Recommendation:

Travis County ESD No. 4 provides first responder emergency services in various parts of Travis County, including the FM 969 corridor in Eastern Travis County, Austin's Colony, and the surrounding area. ~~Travis County, through a cooperative interlocal agreement with the City of Austin, currently provides~~ emergency medical ground transport services for the same geographic area.

An agreement between ESD No. 4 and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-37 at Fire Station 401, the ESD's fire station at 14312 Hunters Bend Road in Eastern Travis County.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with ESD No. 4 for the Hunters Bend EMS posting. Doing so will allow for collocating the new Medic-37 ambulance and crew at Fire Station 401, beginning on or around June 1, 2013.

Budgetary Impact:

The necessary funding of \$4,900 for Travis County to compensate ESD No. 4 for year-one (the remainder of FY13 will be four months) of this license agreement is in the FY13 EMS budget overseen by TCES - 1590080001, 511630.

Please see attached FR 300000587.

Attachment(s):

License Agreement between Travis County ESD No. 4 and Travis County for Hunters Bend EMS Post Location

Travis County SAP Funds Reservation Document 300000587

Cc:

Audit –	Kapp Schwebke, Patti Smith
Legal –	Barbara Wilson
PBO –	Alan Miller
Purchasing –	Bonnie Floyd, Marvin Brice
TCES –	Christine Lego, Toby Fariss (TF)

Funds Reservation 30000587

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	05/22/2013
FM area	1000	Posting date	05/22/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	FARISST	Created on	05/22/2013
Last changed by		Last changed	
More Data			
Text	FY13 Lic Agreement w/ ESD4: HuntersBnd EMS Postng		
Reference			
Overall Amount	4,900.00 USD		

Document Item 001			
Text	FY13 ESD4 EMS (M37) Posting for Hunters Bend		
Commitment item	511630	Funds center	1590080001
Fund	0001	G/L account	511630
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	4,900.00 USD		

**LICENSE AGREEMENT
BETWEEN TRAVIS COUNTY ESD NO. 4 AND TRAVIS COUNTY
FOR HUNTERS BEND EMS POST LOCATION**

This License Agreement (this "License Agreement") is entered into by the following parties:

Travis County, Texas, a political subdivision of the State of Texas ("County"), and

Travis County Emergency Services District No. 4, a political subdivision of the State of Texas, created under TEX. HEALTH & SAFETY CODE ANN., Ch. 775, ("ESD").

RECITALS

ESD provides emergency services within the Hunters Bend area, including Austin's Colony and the FM 969 corridor, as well as the surrounding area.

County and ESD want to improve the EMS Response Time by placing an EMS Unit from the Austin/Travis County Emergency Medical Services System within the Hunters Bend area.

The placement of an EMS Unit will serve a public purpose and benefit the citizens of Travis County if ESD allows County to place an EMS Unit at Hunters Bend EMS Post Location.

ESD has offered to allow County to use Hunters Bend EMS Post Location for compensation for use and maintenance of Travis County ESD No. 4 Station 401 ("Fire Station 401").

AGREEMENT

NOW, THEREFORE, ESD and County agree as follows:

1.0 GRANT AND SCOPE OF LICENSE.

1.1 Subject to the terms and conditions of this License Agreement, ESD grants a license for County to enter and use Hunters Bend EMS Post Location to provide emergency services for the consideration stated in this License Agreement.

1.2 County may not use Hunters Bend EMS Post Location for any other purpose without the prior, express written consent of ESD.

2.0 TERM OF LICENSE.

2.1 The initial term shall commence on ~~June~~ July, 1, 2013, effective upon signature of both parties and terminates on September 30, 2013.

2.2 The License Agreement shall automatically renew on October 1, 2013 for an additional term of one year, unless either the ESD or the County give 120 days' advance written notice of termination prior to the end of the initial term.

2.3 After September 30, 2014, the License Agreement may automatically renew each October 1 for an

additional term of one year if ESD and County mutually agree on the compensation for the next renewal term, unless either the ESD or County give 120 days' advance written notice of termination or unless the License Agreement is terminated pursuant to section 3.5.

2.4 If mutually agreeable, this License Agreement may be renewed on and after October 1, 2015.

3.0 COMPENSATION.

3.1 Prior to the County's payment of compensation to ESD, ESD shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and certification completed in compliance with the Internal Revenue Code, its rules and regulations.

3.2 Within 15 days after the beginning of the initial term and each renewal term, ESD shall submit an invoice with at least the following information

- 3.2.1 ESD's name, address, and telephone number,
- 3.2.2 identification of charges outlined in this License Agreement; and
- 3.2.3 if applicable, quantity or quantities, applicable unit prices, total prices, and total amount to:

County Executive of Emergency Services
Travis County
P. O. Box 1748
Austin, Texas 78767

3.3 After execution of this License Agreement by both parties and compliance with 3.1, County shall pay ESD, ~~FOUR FIVE THOUSAND NINE TWO HUNDRED AND 00/100 DOLLARS (\$4,900~~ \$5200 = ~~four~~ three months at \$600 \$900 per month plus an initial \$2,500) for the initial term of this License Agreement from ~~June 1, 2013~~ July 1, 2013, until September 30, 2013 within 30 days after submission of an invoice in compliance with 3.2.

3.4 Within 30 days after submission of an invoice in compliance with 3.2 County shall pay ESD, ~~SEVEN TEN THOUSAND TWO EIGHT HUNDRED AND 00/100 DOLLARS (\$7,200~~ \$10,800 = twelve months at \$600 \$900 per month) in payment for the use and maintenance as specified herein of the Hunter's Bend Post EMS Post location in FY14 for the first renewal term of this License Agreement beginning October 1, 2013, and ending September 30, 2014.

3.5 ESD and County shall confer no later than ~~April 15~~ March 31st, before the end of each subsequent term the first renewal about the effectiveness and appropriateness of the placement of an EMS Unit at Hunters Bend EMS Post Location and the appropriate level of compensation and services, which may increase.

3.5.1 If there is no change to the compensation and neither party has terminated this License Agreement, the License Agreement shall automatically renew for one additional year with the same compensation as the preceding year.

3.5.2 If ESD seeks an increase to its compensation, ESD shall notify County in writing no later than March 30th 31st of the amount of the ESD's requested increase for use and maintenance of Fire

Comment [BW1]: This change is to conform the style in 3.4 to that used in 3.3.

Comment [BW2]: Setting a specific date could require meeting on a weekend in some years. It seemed better to extend the time slightly to accommodate annual changes in the day on which a date falls and schedules of the people involved.

Meet suggests a face to face, confer can also be done on the phone.

Station 401.

3.5.2.1 If ESD's requested increase does not exceed 5% of the compensation for the term preceding the increase and County does not object to the amount of the ESD's requested increase or terminate the License Agreement at least 120 days before the end of the current term, the License Agreement shall automatically renew and the adjustment to the compensation shall become effective on the first day of the next renewal term if the County Executive for Emergency Services and the Board President sign a letter confirming the amount of the compensation for that renewal term and provide copies of the letter to the Travis County Purchasing Office for filing.

3.5.2.2 If ESD's requested increase does not exceed 5% of the compensation for the term preceding the increase and County objects to the increase, ESD and County may negotiate toward an acceptable resolution. If an acceptable resolution is obtained and neither party terminates the License Agreement at least 120 days before the end of the current term, the License Agreement shall automatically renew and the negotiated adjustment to the compensation shall become effective on the first day of the next renewal term if the County Executive for Emergency Services and the Board President sign a letter confirming the amount of the compensation for that renewal term and provide copies of the letter to the Travis County Purchasing Office for filing.

3.5.2.3 If ESD's requested increase exceeds 5% of the compensation for the term preceding the increase, ESD and County may negotiate toward an acceptable resolution. If an acceptable resolution in which the increase exceeds 5% of the compensation for the term preceding the increase is obtained and neither party terminates the License Agreement at least 120 days before the end of the current term, ESD and County shall amend the License Agreement with the approval of their governing bodies to renew the License Agreement for one year for the newly negotiated compensation which shall become effective on the first day of the renewal term. If an acceptable resolution in which the increase does not exceed 5% of the compensation for the term preceding the increase is obtained, then the procedure in 3.5.2.2 applies.

3.5.2.4 If an acceptable resolution is not obtained, the License Agreement shall terminate at the end of the current term.

3.5.3 ~~At the beginning of the initial term, the~~ The EMS Unit at Hunters Bend EMS Post will be a ~~part time (12/7) unit. The initial on duty crew schedule is intended to be from 8:00AM until 8:00PM daily~~ full time (24/7) unit. ~~County and ESD acknowledge that this unit will change to full time (24/7), and the annual payment amount shown in Sections 3.3 and 3.4 is likely to need to increase to appropriately reflect the change to a full time unit.~~

Comment [BW3]: The fact of the change is certain. The date of the change is not. So I have revised to accommodate any option.

4.0 COUNTY OBLIGATIONS.

4.1 On or around ~~June 1, 2013~~ July 1, 2013, County shall place an EMS Unit at Hunters Bend EMS Post Location and keep it in a good, workmanlike, clean, and orderly manner. County warrants that

4.1.1 the EMS Unit employees are knowledgeable and credentialed in the work they will perform,

4.1.2 one EMS Unit employee will be a Medic-II Paramedic, and the other EMS Unit employee will be at least a Medic-I Basic or higher,

4.1.3 its employees and agents have been trained to follow all applicable laws, rules and regulations, ~~and~~

4.1.4 it will use the Hunters Bend EMS Post Location in accordance with sound public safety and environmental practices, and,

4.1.5 the EMS Chief of Staff or EMS Commander will attend one ESD 4 board meeting each quarter to present quarterly data on EMS unit priority response times within the Hunters Bend EMS post location area, on crew working relationships, and recommendations for improvement..

4.2 County shall pay or cause to be paid the cost of any and all supplies, materials, services, or equipment used in the operation of the EMS Unit placed at the Hunters Bend EMS Post Location, including the procurement and installation of EMS communications equipment. County may provide, at County's expense, such items as furniture, a refrigerator, desk-top computer with monitor, television, and other equipment for the Hunters Bend EMS Post Location, if County and ESD determine jointly that such items would be beneficial and appropriate. County shall maintain and keep in good order, condition, and repair all furniture and equipment, if it provides any, at the Hunters Bend EMS Post Location. County improvements ~~except for the shoreline pole and wheel humps~~ attached to the licensed property at the Hunter's Bend EMS Post Location become the property of ESD upon expiration of the term of this agreement or upon termination of this License Agreement. ~~and if the shoreline pole and wheel humps are not removed by County upon expiration of the term of this agreement or upon termination of this License Agreement they also become the property of ESD.~~ County and ESD acknowledge that the computer and the EMS communications equipment used at the Hunter's Bend EMS Post Location are not attached to the licensed property.

Comment [BW4]: As written, this addition was not acceptable. The changes will make it acceptable to the County.

4.3 County shall use its best efforts to maintain co-operation and respect for the separate functions, activities, schedules, and operations of the ESD and the EMS Unit at this location by directing EMS employees, visitors, and volunteers not to interfere with or otherwise disrupt ESD activities and operations at Fire Station 401, and advising them of any improvements that must be implemented by them to maintain appropriate cooperation and respect. Any in-house disagreement or access issue between ESD and staff on the EMS Unit will be managed between shift officers and district commanders at the station, post, or district level to find consensus resolution. If the parties are not able to reach a consensus resolution, the disagreement or access issue will be forwarded to the ESD Chief, ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

4.4 County bears the risk of loss and damages for which EMS vehicles or staff are responsible and which result from incidents or accidents involving EMS vehicles or staff. .

Comment [BW5]: The Texas Constitution does not allow counties to indemnify because an agreement to indemnify creates a debt that is unquantifiable and therefore cannot be encumbered.

4.5 County, or its subcontractor, shall install a 110-volt AC shoreline for supplemental electrical power of the parked ambulance, a wheel hump and wheel stop set for ambulance parking as well as other materials or services.

5.0 ESD'S OBLIGATIONS.

5.1 ESD shall provide indoor facilities to house and accommodate two EMS crewmembers and their equipment. ESD shall pay or cause to be paid when due any and all associated charges for the Hunters Bend EMS Post Location, including the cost of electricity, telephone, internet service, internet connection, cable television, gas, heating, air conditioning, ventilation, garbage collection, water and wastewater, as well as the procurement and installation by June 1, 2013, of the following:

5.1.1 a separate telephone line dedicated for EMS use,

5.1.2 a dedicated connection with an independent IP address within the COA Network,

dedicated for EMS

5.1.3 a metal carport adequately sized to shade the parking of a standard A/TCEMS ambulance.

5.2 ESD shall pay or cause to be paid when due any and all lawful claims required to be paid by ESD or levied against Fire Station 401.

5.3 ESD shall maintain and keep in good order, condition and repair the roof, foundation, walls, floor, plumbing, HVAC system, electrical system, and all other structural components of buildings, including the vehicle bays; covered metal carport for ambulance parking; all fixtures; sidewalks; driveways; other parking areas; fences; signs; and all other interior and exterior areas of Fire Station 401.

Comment [BW6]: Removal of this section would make the County responsible for regular maintenance and repair of property that it does not even have a property interest in. This is a new station and the ESD should be willing to repair what it has so recently constructed.

5.4 ESD shall use its best efforts to maintain co-operation and respect for the separate functions, activities, schedules, and operations of the ESD and the EMS Unit at this location by directing its employees, visitors, and volunteers not to interfere with or otherwise disrupt the EMS Unit's activities and operations at Fire Station 401, and advising them of any improvements that must be implemented by them to maintain appropriate cooperation and respect. Any in-house disagreement or access issue between ESD and staff on the EMS Unit will be managed between shift officers and district commanders at the station, district, or post level to find consensus resolution. If the parties are not able to reach a consensus resolution, the disagreement or access issue will be forwarded to the ESD Chief, ESD Assistant Chief, the County Executive of Emergency Services, and the A/TCEMS Chief of Staff for final resolution.

5.5 ESD bears the risk of loss and damages for which ESD vehicles or staff are responsible and which result from incidents or accidents involving ESD vehicles or staff.

6.0 TERMINATION.

6.1 Notwithstanding the provisions in 2.0 above, ESD may revoke the license granted to County in this License Agreement and this License Agreement shall automatically and immediately terminate if

6.1.1 County materially breaches this License Agreement and County has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.2 below or

6.1.2 County abandons the use of all or a significant part of the Hunters Bend EMS Post Location licensed to County.

6.2 If County fails for any reason to comply with this License Agreement, ESD shall give County written notice of the non-compliance. This written notice shall be given in the manner provided in Section 13 of this License Agreement. County has ten (10) days from receipt of the notice to provide assurances satisfactory to ESD that County will take action to cure the complained of failure. If County does not so respond, or if County responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, ESD may terminate this License Agreement.

6.3 County may terminate this License Agreement if ESD County materially breaches this License Agreement and ESD has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.4 below

6.4 If ESD fails for any reason to comply with this License Agreement, County may give ESD written notice of the non-compliance. This written notice shall be given in the manner provided in Section 13 of this License Agreement. ESD has ten (10) days from receipt of the notice to provide assurances satisfactory to County that ESD will take action to cure the complained of failure. If ESD does not so respond, or if ESD

responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, County may terminate this License Agreement.

6.5 Upon either the expiration of this License Agreement or termination of the license granted by this License Agreement, County shall remove the EMS Unit and cease use of the Hunters Bend EMS Post Location for any emergency services immediately. County shall leave the Hunters Bend EMS Post Location in broom-clean condition.

7.0 WARRANTIES.

ESD disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose of the Hunters Bend EMS Post Location.

8.0 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 County related to this License Agreement, County shall give written notice to ESD 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 in Section 13 of this License Agreement. Except as otherwise directed, County shall furnish to ESD copies of all pertinent papers received by County with respect to these claims or actions.

9.0 NON-ASSIGNMENT OF RIGHTS.

County shall not assign or transfer any interest in either this License Agreement or any portion of the Hunters Bend EMS Post Location licensed to County, nor shall any assignment by operation of law be effective, without the prior written consent of ESD approved by the Board of Emergency Services Commissioners of ESD. County acknowledges that ESD owns all buildings, structures, temporary and permanent improvements, and fixtures at the Hunters Bend EMS Post Location, and County shall not have any right to remove, mortgage, pledge, assign, or otherwise convey any interest in any such buildings, structures, permanent improvements, and fixtures. ESD acknowledges and agrees that County currently provides emergency medical services through its contracted service provider, the City of Austin, Texas, for A/TCEMS and hereby allows the use of the Hunters Bend EMS Post Location by the City of Austin.

10.0 VENUE AND CHOICE OF LAW.

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.0 ENTIRETY OF AGREEMENT.

This License Agreement represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This License Agreement may be amended only by written instrument signed by both ESD and

County.

12.0 AMENDMENTS AND WAIVER.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF ESD OR COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LICENSE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE RESPECTIVE GOVERNING BODIES OF ESD OR COUNTY. No waiver by any party of any provision of this License Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13.0 NOTICE.

Any notices or other communications required or permitted to be given under this License Agreement by either party shall be in writing and deemed to be given when sent if delivered by hand, or within three (3) days if mailed by first class mail, certified with postage prepaid and return receipt requested. Notices shall be made or addressed as follows:

If to County: Danny Hobby (or successor)
 Travis County Executive of Emergency Services
 P.O. Box 1748
 Austin, Texas 78767

with copy to: Cyd Grimes, (or successor)
 Travis County Purchasing Agent
 P.O. Box 1748
 Austin, Texas 78767

If to ESD: Frank Fuentes, Board President (or successor)
 Travis County Emergency Services District No. 4
 11800 N. Lamar Boulevard, Suite 4B
 Austin, Texas 78753

with copy to: Hector Uribe, P.C.
 Attorney, Travis County Emergency Services District No. 4
 1105 Elm Street
 Austin, Texas 78703

These addresses for notice may be changed by either County or ESD by delivering notice in compliance with this section to the other party.

14.0 SEVERABILITY.

If any of the provisions of this License Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.0 HEADINGS.

Any heading in this License Agreement shall be deemed to be for convenience of reference only and shall not limit, amend or modify substantive text.

16.0 MEDIATION.

When mediation is acceptable to both parties in resolving a dispute arising under this License Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 DEFINITIONS

17.1 A/TCEMS. "A/TCEMS" means Austin/Travis County Emergency Medical Services.

17.2 Board President. "Board President" means the President of the Board of Commissioners for Travis County Emergency Services District No. 4.

17.3 Broom Clean. "Broom Clean" means that the facility has been restored to the same or similar condition as at the commencement of the initial term, normal wear and tear excluded.

17.4 EMS Response Time. "EMS Response Time" means the interval between the time when the EMS call is received by the EMS Communications Center designated by County and the time when the first EMS Response and Transport Resource arrives on the scene of the EMS call, or reports its arrival to the EMS Communications Center.

17.5 EMS Unit. "EMS Unit" means a named functional group of staff, licensed transport vehicles, and equipment that is assigned to provide ground EMS services, including patient transport services, to a specific geographic area as its primary service area in which the human resources, transport vehicles and equipment are interchangeable with other units and which may provide services outside its primary service area to promote the most efficient, effective use of all EMS System resources in providing EMS throughout the A/TCEMS System.

17.6 Fire Station 401. "Fire Station 401" means Travis County ESD No. 4 Station 401 at 14312 Hunters Bend Road, Austin, Texas 78725.

17.7 Hunters Bend EMS Post Location. "Hunters Bend EMS Post Location" means Travis County ESD No. 4 Station 401 ("Fire Station 401") in Eastern Travis County at 14312 Hunters Bend Road, Austin, Texas 78725. It is located along the FM 969 corridor in Austin's Colony.

TRAVIS COUNTY

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

By: _____

Comment [BW7]: This phrase is used only twice. Both times are in 3.5.3 and it clearly indicates there that full time means 24/7.

|
Samuel T. Biscoe
Travis County Judge

Frank Fuentes
Board President

Date: _____

Date: _____

DRAFT



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181;
Marvin Brice CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M. CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 15 to Interlocal Agreement No. 4400000372 (HTE Contract No. IL060341RE) with Austin Travis County Integral Care for Substance Abuse Services.

➤ **Purchasing Recommendation and Comments**

Travis County Health and Human Services and Veteran Services (TCHHSVS), the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way Interlocal Agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Total funding for this agreement includes Travis County General Funds, the Parenting in Recovery (PIR) Grant from the U. S. Department of Health and Human Services and City of Austin.

TCHHSVS was recently awarded approval from the U. S. Department of Health and Human Services to utilize unspent FY'12 grant money in FY'13. Modification No. 15 increases the PIR Grant fund contribution by \$33,827. The total agreement not to exceed amount effective July 1, 2013 will be \$1,648,391.

Terms of the agreement have been finalized however the originals are currently with ATCIC for signature. Once signed, they will be presented to the Court for signature.

ID# 8832

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

Modification No. 14 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013. The agreement shall not exceed the following contract amounts: Travis County General Funds of \$1,134,929, Travis County Parenting In Recovery Grant Funds of \$168,714 and the City of Austin Funds of \$310,921. The total agreement not to exceed amount is \$1,614,564.

This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as the agreement was not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. Terms of the agreement have been finalized however the originals are currently with the City of Austin for signature. Once signed they will be presented to the Court for signature.

Modification No. 13 added an additional \$324,265 in City of Austin funds to the FY'12 contract; in addition to changes to the work statement. The not to exceed contract amount was \$1,901,309. An increase of \$324,265 from the original contract amount of \$1,577,044.

Modification No. 12 renewed the agreement for an additional twelve month period, from October 1, 2011 through September 30, 2012 with the not to exceed amounts of the following: Travis County (General Funds) \$611,799, City of Austin (through HHSD) \$324,495, Travis County Grant (FY2012 Grant Funds) \$330,750, and City of Austin (through Community Court) \$310,000. The total was \$1,577,044.

Modification No. 11 added \$28,891 in unspent FY'10 PIR funds to the FY'11 SAMSO agreement.

Modification No. 10 changed the name of the agency.

Modification No. 9 renewed the agreement for an additional twelvemonth period, from October 1, 2010 through September 30, 2011. Travis County provided \$611,799 from the General Fund, and \$330,750 from the PIR grant. The City of Austin provided \$958,990. The contract funds totaled \$1,901,539.

ID# 8832

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

Modification No. 8 renewed the agreement for a nine-month period, from January 1, 2010 through September 30, 2010, in order to change the contract term from calendar year to Travis County's fiscal year.

Modification No. 7 increased County funding from \$817,914 to \$975,854 an increase of \$157,940.

Modification No. 6 renewed the agreement for an additional twelvemonth period, from January 1, 2009 through December 31, 2009.

Modification No. 5 increased the County funding from \$906,114 to \$1,036,419, an increase of \$130,305.

Modification No. 4 increased the County funds from \$611,799 to \$906,114, an increase of \$294,315.

Modification No. 3 renewed the agreement for an additional twelvemonth period, from January 1, 2008 through December 31, 2008.

Modification No. 2 renewed the agreement for an additional twelvemonth period, from January 1, 2007 through December 31, 2007.

Modification No. 1 increased the City of Austin's funding to the 2006 by \$5,122.

➤ **Contract Expenditures:**

Within the last 12 months \$ 378,714 has been spent against this contract/ requirement.

➤ **Contract-Related Information:**

Award Amount: \$1,507,151

Travis County: \$611,799

City of Austin: \$895,352

Contract Type: Interlocal Agreement

Contract Period: January 1, 2006 – December 31, 2006

ID# 8832

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

➤ **Contract Modification Information:**

Modification Amount: \$33,827

Travis County (PIR Grant): \$33,827

City of Austin: \$0

Modification Type: Trilateral

Modification Period: July 1, 2013 – September 30, 2013

➤ **Solicitation-Related Information: N/A**

Solicitations Sent: Responses Received:

HUB Information: % HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

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/Funds Reservation in SAP:

Funding Account(s): Parenting in Recovery Grant 800264
Internal Order 100650
G/L Account 518120.

Comments:

The effective date of this contract modification is July 1, 2013. Funding is currently being coordinated between HHS and PBO. A Budget Adjustment is being processed, and should be completed prior to the June 25, 2013 Commissioners Court Voting Session. However, in order to have the contract modification posted for approval prior to its effective date, it's being posted without the funds being in place, but with the understanding funds will be encumbered by the time the modification is ready for approval. If not, the agenda request will be postponed.

ID# 8832

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

MODIFICATION OF CONTRACT NUMBER: 4400000372 (IL060341RE) – Substance Abuse Services Page 1 of 8

ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767	PURCHASING AGENT ASST: Shannon Pleasant TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: <p style="text-align: center;">June 12, 2013</p>
------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------

ISSUED TO: Austin Travis County Integral Care 1430 Collier St. Austin, TX 78704 City of Austin PO Box 1088 Austin, Texas 78701	MODIFICATION NO.: <p style="text-align: center;">15</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">January 1, 2006</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

ORIGINAL CONTRACT TERM DATES: January 1, 2006 – December 31, 2006 CURRENT CONTRACT TERM DATES: October 1, 2012 – September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 1,507,151 Current Modified Amount \$ 1,648,391

DESCRIPTION OF CHANGES: The Contract is amended according to the terms of the attachment to this Modification ("Attachment"), all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

SUMMARY:

1. The Parties agree to amend Section 13.1.1(a) – 2013 by adding County Parenting in Recovery FY'12 Carryover funds in the amount of \$33,827 for a new total funding amount of \$1,648,391.
2. The Parties agree that the attached FY 2013 Amended Budget – Exhibit 1 is hereby incorporated and shall be in effect for the 2013 Renewal Term.

DRAFT

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

Note to Vendor/City:

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

AUSTIN TRAVIS COUNTY INTEGRAL CARE BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
--------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

CITY OF AUSTIN, TEXAS BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
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TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	DATE: _____
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TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY,
THE CITY OF AUSTIN AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER,
DOING BUSINESS AS AUSTIN-TRAVIS COUNTY INTEGRAL CARE
FOR SUBSTANCE ABUSE TREATMENT AND
RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES ("SAMSO")

This Amendment ("Amendment") of the Interlocal Cooperation Agreement described below as the "Agreement" is entered into among the following Parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"); and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. "Austin-Travis County Integral Care" ("Center," or "ATCIC"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

This Agreement is authorized by Chapter 791 of the Texas Government Code entitled "Interlocal Cooperation Act."

County, City and Center entered into an Interlocal cooperation agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began January 1, 2006, and terminated December 31, 2006.

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

DRAFT

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

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through the current term which began October 1, 2012, and continues through September 30, 2013 ("2013 Renewal Term") as evidenced by the written document executed by the Parties ("2013 Renewal").

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

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

1.0 GENERAL TERMS.

1.1 Amended 2013 Renewal Term. The Parties acknowledge and agree that the changes made in this Amendment will apply to the 2013 Renewal Term.

2.0 FINANCIAL PROVISIONS

2.1 Amended Maximum Funds. The Parties agree to amend Section 13.1.1(a) – 2013 by adding County Parenting in Recovery FY'12 Carryover funds in the amount of \$33,827.00, for a new total funding amount of \$1,648,391.00.

3.0 ATTACHMENTS.

3.1 Amended Exhibit. The Parties agree that the exhibit listed below and attached to this Amendment is hereby incorporated and shall be in effect for the 2013 Renewal Term.

Exhibit 1 - FY 2013 Amended Budget

4.0 INCORPORATION

County, City and Center hereby incorporate this Amendment into the Agreement. Except for the changes made in this Amendment, County, City and Center hereby ratify all the terms and conditions of the Agreement as previously amended and as amended above. The Agreement with the changes made in this Amendment both constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties, with regard to substance abuse and behavioral healthcare.

5.0 EFFECTIVE DATE

This Amendment shall be effective July 1, 2013, following approval by each Party's governing body, to the extent such approval is required, and signature by authorized representative of each Party.

DRAFT

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe, Travis County Judge
Date: _____

CITY OF AUSTIN

BY: _____
Printed
Name: Marc Ott
Title: City Manager
Date: _____

**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
D.B.A. AUSTIN TRAVIS COUNTY INTEGRAL CARE**

BY: _____
Printed
Name: _____
Title: _____
Date: _____

EXHIBIT 1
FY'13 AMENDED BUDGET
October 1, 2012 - September 30, 2013
SUBSTANCE ABUSE MSO

Budget Funding Sources and Distribution

FUNDING SOURCES:

CITY OF AUSTIN (HHSD)	\$ -0-
CITY OF AUSTIN (Downtown Austin Community Court)	\$310,921.00
TRAVIS COUNTY	\$611,799.00
TRAVIS COUNTY (FY'11 Carryover)	\$313,130.00
<hr/>	
Sub-total	\$1,235,850.00
TRAVIS COUNTY (FY'13 Allocated Reserves)	\$210,000.00

*(All or any portion of the Travis County funds listed above may also be spent on the Parenting in Recovery Program.)

TRAVIS COUNTY (FY'13 PARENTING IN RECOVERY GRANT FUNDS)	\$202,541.00
---------------------------------------------------------	--------------

TOTAL FUNDS **\$1,648,391.00**

DISTRIBUTION:

I. Homeless, High Risk Adults & Youth, and Downtown Austin Community Court Target Populations

MSO Fee	12%	
Maximum	\$148,302.00	(12% x \$1,235,850.00)

DIRECT SERVICES (through Providers).....	88%
Maximum:	\$1,087,548.00 (88% x \$1,235,850.00)

(ATCIC will calculate the MSO Fee as .1363636 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

Youth Services. \$135,000 of Travis County's \$611,799 can be used for youth services, as described in Section III.D of the FY'13 Renewal Term Work Statement, "Description of Required Services for High-Risk Youth."

TRAVIS COUNTY (FY'13 Allocated Reserves)	
MSO Fee	5%

Maximum..... \$10,500.00 (5% x \$210,000.00)

DIRECT SERVICES (through Providers).....95%
Maximum: \$199,500.00 (95% x \$210,000.00)

(ATCIC will calculate the MSO Fee as .0526335 of the amount billed for this funding source’s direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

II. Parenting In Recovery Target Population (Travis County FY’13 Grant Funds)

MSO Fee..... 5 %
Maximum..... \$10,127.00 (5 % x \$202,541.00)

DIRECT SERVICES (through Providers)
Maximum: \$192,414.00 (95% x \$202,541.00)

The grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2012 through September 29, 2013.

(ATCIC will calculate the MSO Fee as .0526335 of the amount billed for this funding source’s direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)

DRAFT

1. Maximum Total Contract Funds – FY’13 Renewal Term

A total amount of \$1,648,391.00 ("Contract Funds") is available during the FY’13 Renewal Term (October 1, 2012 – September 30, 2013), with the exception of the Parenting in Recovery Grant funds (\$202,541.00) which are available according to the terms of the Grant. All payments are contingent upon ATCIC’s continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

The total amount of contract funds includes \$202,541.00 from the Parenting in Recovery Grant. These funds will be used exclusively for the Parenting in Recovery Grant program as referenced above, and will be made available according to the terms of the Grant.

a. Contract Funds – Network Service Providers

Network Providers. ATCIC will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY’13 Renewal Term. Costs of Services provided by those providers will be paid for by ATCIC using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the FY’13 Budget for Contract Funds (up to \$1,648,391.00). ATCIC agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by County for services funded by County grant funds, and by City and County for services funded by Contract Funds. Contracts with providers

receiving Grant funds shall incorporate the Grant agreement and all applicable terms of the Agreement, including this FY'13 Renewal, and ATCIC shall require providers to comply with the grant agreement, if applicable, and with terms and conditions of the Agreement, as amended by this FY'13 Renewal.

b. Request for Payment and Status of Funds

Request for Payment:

Per the terms and conditions of the Agreement, ATCIC will file a complete and correct (as determined by City and County) Request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to funding source such that grant-funded services and services funded by Contract Funds are separated and identified to ensure proper accounting application.

Target Population Obligations:

During the FY'13 Renewal Term, ATCIC will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target population. ATCIC will cooperate with Department throughout the FY'13 Renewal Term in allocating City and County Contract funds for designated target populations, as required by City and County.

DRAFT

c. Fee-for-Service Rates

Provider Rates: During the FY'13 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2012, through September 30, 2013) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. The Parenting in Recovery grant funds are for services delivered to Eligible Clients from September 30, 2012 to September 29, 2013. As of October 1, 2012, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and ATCIC. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCIC and approved in advance by Department.

Rate Setting: With respect to rate-setting in general under the Agreement, ATCIC will assist providers with rate development with all rates subject to prior Department approval. ATCIC will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting

documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by ATCIC must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that Department has sufficient time to review the request and determine whether or not it will be approved.

Youth Services: ATCIC shall use \$135,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children’s Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

d. Service Estimates and Network Expansion

Service Estimates: A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY’13 Renewal Term is shown below. ATCIC will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCIC will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used to purchase additional services from current Network providers and continue upon prior Department approval, for exceptional referrals or needed Services outside the Network and/or for purchasing Services from providers not yet recruited to the Network.

DRAFT

Initial Budgeted Minimum Direct Service Level Estimates for FY’13

Target Population	Amount
Homeless/At Risk Adults	\$890,638
Downtown Austin Community Court	\$273,610
Youth Treatment Services	\$118,800
Incentives for Eligible Clients Follow-up Surveys	\$4,000

Parenting In Recovery	\$192,414
TOTAL	\$1,479,462

NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by ATCIC during the FY'13 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during FY'13.

Network Expansion: The need for service Network expansion will be evaluated by ATCIC on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If ATCIC determines that a service expansion is required during the FY'13 Renewal Term, ATCIC will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

DRAFT



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

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

DATE: June 12, 2013

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM: Andrea George Buegg for Sherri E. Fleming
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: SAMSO and System of Care interlocal amendments

Proposed Motion:

Consider and take appropriate action to approve amendments to the SAMSO (4400000372) and System of Care (SOC) (4400000374) interlocal agreements between Travis County, the City of Austin (SAMSO only) and Austin Travis County Integral Care (ATCIC), with the understanding that non-substantive changes may be made by the City and/or ATCIC, with approval by the County Attorney's office prior to final execution. (If substantive changes are requested, those will be brought back to the Commissioners Court.)

Summary and Staff Recommendations:

SAMSO

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process. The agreement also includes funds from the Parenting in Recovery (PIR) grant

to pay for substance abuse treatment for families in the child welfare system as a result of parental methamphetamine or other substance abuse.

The SAMSO amendment increases the amount of PIR funds in the contract for FY'13 with approved carry-over funds from the prior fiscal year.

SOC

Travis County uses another interlocal agreement with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and The Youth and Family Assessment Center. Grant funds from PIR and The Children's Continuum (TCC) are incorporated into this contract to allow these grant programs access to flexible supports and services. Each of these collaborations serves a target population. ATCIC acts as the managed services organization (MSO), overseeing the services provided through these collaborations.

The SOC amendment increases the amount of PIR funds in the contract for FY'13 with approved carry-over funds from the prior fiscal year as well as increasing the amount of General Fund money for the interlocal through redirected funds from the TCHHSVS approved FY'13 budget. It also decreases the amount of money in the interlocal coming from the TCC grant to be in line with actual expenditures and redirect the funds to other grant related services.

General Information

TCHHSVS brought forward the proposed amendments as soon as necessary approval was received from the U. S. Department of Health and Human Services (Parenting in Recovery Grantor) to proceed with utilization of the unspent FY'12 grant money in FY'13 as set forth in both of these amendments. The amendment to the SOC interlocal also increases the money coming from the Travis County General Fund while reducing the amount coming from the TCC grant. (The programs funded through the SOC interlocal are demand driven and the utilization of services fluctuates each year with the different number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed. As a result, the interlocal often needs amending toward the end of the fiscal year to ensure services can continue.) The July 1 start date is critical to enable the programs that utilize these contracts to maximize the remaining service period for their eligible clients. The additional grant and general funds will ensure that enrolled families will be served according to program design and that the dollars are maximized with the full utilization of grant funds. For this to be most successful, the programs need all three months left in the fiscal year to expend the resources.

Approval of the amendments had to be secured from both the City (SAMSO) and ATCIC (SAMSO and SOC). The amendments have been moved forward with all possible speed, but the process has delayed submission to the Commissioners Court for approval for a time that means the July 1, 2013 effective date may precede completion of the process necessary for all parties to complete execution of the amendments. Initial approval of the amendments has been received from the City of Austin and ATCIC. However, should there be any substantive changes requested, those

changes will be brought back to Court. TCHHSVS is requesting the Court approve the amendments as presented with the understanding that non-substantive changes may be made prior to final signature by Judge Biscoe and the other parties.

TCHHSVS staff recommends approving these amendments.

Budgetary and Fiscal Impact:

SAMSO

Travis County's is currently providing \$1,134,929 from the General Fund as well as \$168,714 from the PIR grant. The City of Austin is providing \$310,921. Total contract funds come to \$1,614,564.

The SAMSO amendment increases the PIR funds by \$33,827. The new contract total comes to \$1,648,391.

SOC

Travis County is currently providing \$590,000 in General Fund money as well as \$63,386 in PIR grant money, \$47,250 from the TCC grant and \$36,723 from the Milburn Trust for a contract total of \$737,359.

The SOC amendment increases the General Fund contribution by \$60,000 as well as adding \$91,920 in PIR grant money. It also decreases the amount coming from the TCC grant by \$10,332. The new contract total is \$878,947.

Issues and Opportunities:

Approving these amendments will allow services provided under the SAMSO and SOC interlocals to continue without interruption until the end of FY'13.

Background:

These interlocals provide needed services in the areas of substance dependence and mental health to Travis County residents.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



Travis County Commissioners Court Agenda Request

Meeting Date: June 25, 2013

Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181;
Marvin Brice CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M. CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 15 to Interlocal Agreement No. 4400000374 (HTE Contract No. IL070037RE), Austin Travis County Integral Care for System of Care Services.

➤ **Purchasing Recommendation and Comments**

Travis County Health and Human Services and Veteran (TCHHSVS) use this Interlocal agreement with Austin Travis County Integral Care (ATCIC) to fund a variety of programs, known as the System of Care (SOC), for children and their families experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and The Youth and Family Assessment Center.

Approval has been obtained from the U.S. Department of Health and Human Services to utilize unused Parenting In Recovery (PIR) Grant FY'12 carry-over funds for the FY'13 agreement. Additional funding for the agreement will come from the General Fund money for the Interlocal through redirected funds from the TCHHSVS approved FY'13 budget.

Modification No. 15 increases the General Fund contribution by \$60,000 as well as adding \$91,920 in PIR grant money. It also decreases the amount coming from The Children's Continuum Grant by \$10,332.

The total not to exceed agreement amount will increase from \$737,359 to \$878,947; an increase of \$141,588. Terms of the agreement have been finalized however the originals are currently with ATCIC for signature. Once signed, they will be presented to the Court for signature.

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Modification No. 14 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013. The agreement shall not exceed the following contract amounts: Travis County General Funds of \$515,000, Parenting In Recovery Grant Funds of \$63,386, The Milburn Trust Funds of \$36,723, The Children's Continuum Grant Funds of \$47,250 and Travis County Allocated Reserves of \$75,000. The total not to exceed agreement amount is \$737,359.

This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as the agreement was not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreement has been finalized and is being presented to the Court for signature.

Modification No. 13 added \$79,206 to the General Fund and added \$83,843 to the Parenting in Recovery program. The total contract not to exceed amount was \$889,179. An increase of \$163,049 from the original contract amount of \$726,130. The increase was necessary to continue services at the current level through September 30, 2012.

Modification No. 12 increased the not to exceed contract amount for the 2012 renewal to \$726,130 the increase included the Milburn Trust Funds which the not to exceed amount went from \$39,223 to \$40,023; an increase of \$800 and the Children's Continuum FY2012 Grant Funds of \$44,865 was added.

Modification No. 11 renewed the agreement for an additional twelvemonth period from October 1, 2011 through September 30, 2012 with the contract not to exceed amount of \$680,465.

Modification No. 10 increased the FY2011 contract funds from \$682,194 to \$867,329, an increase of \$185,135.

Modification No. 9 changed the amount remaining from the Milburn Trust grant FY'10 funds, from an estimated \$43,825 to the actual unspent amount of \$44,225. This amendment also included a "Buy Texas" provision. The Texas Department of Family and Protective Services

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reimburses the County for services provided through this contract to state clients; therefore, the County needs to include this provision regarding state funds in its contract with ATCIC.

Modification No. 8 reflected the name change of Austin Travis County Mental Health Mental Retardation Center to Austin Travis County Mental Health and Mental Retardation Center, d/b/a Austin Travis County Integral Care.

Modification No. 7 decreased the FY2010 contract funds from \$734,007 to \$681,794, a decrease of \$52,213. This modification also renewed the agreement for an additional twelve-month period, from October 1, 2010 through September 30, 2011.

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

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

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

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

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

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

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➤ **Contract Expenditures:**

Within the last 12 months 700,636 has been spent against this contract/ requirement.

➤ **Contract-Related Information:**

Award Amount: \$85,000

Contract Type: Interlocal Agreement

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

➤ **Contract Modification Information:**

Modification Amount: \$151,920

Modification Type: Bilateral

Modification Period: July 1, 2013 – September 30, 2013

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

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/Funds Reservation in SAP:

Funding Account(s):

- Parenting in Recovery Grant 800264, Internal Order 100650, G/L Account 518120
- General Fund 1580190001, G/L Account 511300
- Children's Continuum Grant 800190, Internal Order 100081, G/L Account 518120. (Decreasing amount of money from this grant.)

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☒ Comments: The effective date of this contract modification is July 1, 2013. Funding is currently being coordinated between HHS and PBO. A Budget Adjustment is being processed, and should be completed prior to the June 25, 2013 Commissioners Court Voting Session. However, in order to have the contract modification posted for approval prior to its effective date, it's being posted without the funds being in place, but with the understanding funds will be encumbered by the time the modification is ready for approval. If not, the agenda request will be postponed.

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

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

DATE: June 12, 2013

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

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

SUBJECT: SAMSO and System of Care interlocal amendments

Proposed Motion:

Consider and take appropriate action to approve amendments to the SAMSO (4400000372) and System of Care (SOC) (4400000374) interlocal agreements between Travis County, the City of Austin (SAMSO only) and Austin Travis County Integral Care (ATCIC), with the understanding that non-substantive changes may be made by the City and/or ATCIC, with approval by the County Attorney's office prior to final execution. (If substantive changes are requested, those will be brought back to the Commissioners Court.)

Summary and Staff Recommendations:

SAMSO

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process. The agreement also includes funds from the Parenting in Recovery (PIR) grant

to pay for substance abuse treatment for families in the child welfare system as a result of parental methamphetamine or other substance abuse.

The SAMSO amendment increases the amount of PIR funds in the contract for FY'13 with approved carry-over funds from the prior fiscal year.

SOC

Travis County uses another interlocal agreement with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and The Youth and Family Assessment Center. Grant funds from PIR and The Children's Continuum (TCC) are incorporated into this contract to allow these grant programs access to flexible supports and services. Each of these collaborations serves a target population. ATCIC acts as the managed services organization (MSO), overseeing the services provided through these collaborations.

The SOC amendment increases the amount of PIR funds in the contract for FY'13 with approved carry-over funds from the prior fiscal year as well as increasing the amount of General Fund money for the interlocal through redirected funds from the TCHHSVS approved FY'13 budget. It also decreases the amount of money in the interlocal coming from the TCC grant to be in line with actual expenditures and redirect the funds to other grant related services.

General Information

TCHHSVS brought forward the proposed amendments as soon as necessary approval was received from the U. S. Department of Health and Human Services (Parenting in Recovery Grantor) to proceed with utilization of the unspent FY'12 grant money in FY'13 as set forth in both of these amendments. The amendment to the SOC interlocal also increases the money coming from the Travis County General Fund while reducing the amount coming from the TCC grant. (The programs funded through the SOC interlocal are demand driven and the utilization of services fluctuates each year with the different number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed. As a result, the interlocal often needs amending toward the end of the fiscal year to ensure services can continue.) The July 1 start date is critical to enable the programs that utilize these contracts to maximize the remaining service period for their eligible clients. The additional grant and general funds will ensure that enrolled families will be served according to program design and that the dollars are maximized with the full utilization of grant funds. For this to be most successful, the programs need all three months left in the fiscal year to expend the resources.

Approval of the amendments had to be secured from both the City (SAMSO) and ATCIC (SAMSO and SOC). The amendments have been moved forward with all possible speed, but the process has delayed submission to the Commissioners Court for approval for a time that means the July 1, 2013 effective date may precede completion of the process necessary for all parties to complete execution of the amendments. Initial approval of the amendments has been received from the City of Austin and ATCIC. However, should there be any substantive changes requested, those

changes will be brought back to Court. TCHHSVS is requesting the Court approve the amendments as presented with the understanding that non-substantive changes may be made prior to final signature by Judge Biscoe and the other parties.

TCHHSVS staff recommends approving these amendments.

Budgetary and Fiscal Impact:

SAMSO

Travis County's is currently providing \$1,134,929 from the General Fund as well as \$168,714 from the PIR grant. The City of Austin is providing \$310,921. Total contract funds come to \$1,614,564.

The SAMSO amendment increases the PIR funds by \$33,827. The new contract total comes to \$1,648,391.

SOC

Travis County is currently providing \$590,000 in General Fund money as well as \$63,386 in PIR grant money, \$47,250 from the TCC grant and \$36,723 from the Milburn Trust for a contract total of \$737,359.

The SOC amendment increases the General Fund contribution by \$60,000 as well as adding \$91,920 in PIR grant money. It also decreases the amount coming from the TCC grant by \$10,332. The new contract total is \$878,947.

Issues and Opportunities:

Approving these amendments will allow services provided under the SAMSO and SOC interlocals to continue without interruption until the end of FY'13.

Background:

These interlocals provide needed services in the areas of substance dependence and mental health to Travis County residents.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
DBA AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR
MANAGED SERVICES RELATED TO THE SYSTEM OF CARE**

This Amendment ("Amendment") of Interlocal Cooperation Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Center"), the Mental Health and Intellectual/Developmental Disabilities Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

RECITALS

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

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

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

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms, the latest of which was set forth in the 2013 Renewal and Amendment document ("2013 Renewal") approved by the Parties and continuing through September 30, 2013 ("2013 Renewal Term"); and

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

County and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to the 2013 Renewal Term.

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

1.0 INTERLOCAL TERMS.

1.1 2013 Renewal Term. The Parties acknowledge and agree that the changes made in this Amendment are applicable to the 2013 Renewal Term continuing through September 30, 2013.

1.2 2013 Grant Renewal Term. The Parties agree that the changes made in this Amendment related to the 2013 Grant Funds (both Parenting in Recovery and The Children's Continuum) are applicable to the respective terms of those grants as set forth in the 2013 Renewal.

DRAFT

2.0 AMENDED MAXIMUM AMOUNTS.

2.1 Amended 2013 Renewal Term Maximum Amounts. The Parties agree to amend the maximum amounts applicable to the 2013 Renewal Term (Section 13.1.1) and the 2013 Grant Renewal Term, as applicable, to reflect amounts not to exceed the following for the 2013 Renewal Term:

County General Funds*	
(October 1, 2012 - September 30, 2013)	\$ 575,000.00
Parenting in Recovery FY'13 Grant Funds	
(September 30, 2012 – September 29, 2013)	\$ 155,306.00
The Children's Continuum FY '13 Grant Funds	
October 1, 2012 – September 30, 2013	\$ 36,918.00

* All or any portion of the County General Funds may also be spent on the Parenting in Recovery and The Children's Continuum participants.

Those amounts not changed by this Amendment remain as set forth in the 2013 Renewal.

3.0 ENTIRE AGREEMENT

3.1 2013 Attachments. The Parties agree to amend Section 4.2, "Attachments," by adding the following:

4.2-2013 . 2013 Attachments.

(i) Amended Attachment A - 2013
2013 Work Statement and Performance Measures –
- General Fund
- Parenting in Recovery Grant
- The Children's Continuum

(ii) Amended Attachment C - 2013
2013 Program Budget
- Amended Attachment C
2013 General Fund
- Amended Attachment C.1
2013 Program Budget, Parenting in Recovery Grant
- Amended Attachment C.3
2013 Program Budget, The Children's Continuum

Those attachments not changed in this Amendment remain as set forth in the 2013 Renewal.

3.2 Promised Performance. The attachments enumerated and denominated above are attached to this Amendment as **Exhibit 1** and are hereby made a part of the Agreement, as amended, and constitute promised performances by Center in accordance with all terms of the Agreement.

4.0 CENTER PERFORMANCE

4.1 Grant Terms. The Parties agree that all terms and conditions relevant to Grant requirements (both PIR and TCC, or the "Grants") as included in this Agreement by this Amendment, either specifically or by reference, or by previous Agreement/Amendment terms not specifically changed by this Amendment remain in full force and effect. County will provide Center with copies of any changes in either the Grants or the Milburn Trust applicable to Center's performance under this Amendment and the Agreement, as amended, upon receipt of such changes.

5.0 FINANCIAL PROVISIONS

5.1 Amended 2013 Renewal Term Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following as to 2013 Renewal Term not-to-exceed amounts:

13.1.1 – Amended 2013 Renewal Term Maximum Funds. Subject to the terms and conditions of this Agreement, as amended (see Section 2.1 above) the Parties agree to Maximum Funds as to the 2013 Renewal Term in the following amounts:

County General Funds	\$ 575,000.00
Parenting In Recovery FY'13 Grant Funds	155,306.00
The Children's Continuum FY '13 Grant Funds	36,918.00

5.2 Grant Funds Limitations. The Parties agree that, should Grant Funds from any individual source identified in this Amendment be withdrawn, decreased, or otherwise not provided to County, the County's not-to-exceed amount in this Section 5.0 shall be reduced accordingly. County shall advise Center of any decrease in Grant Funds immediately upon receipt of notice from the Grant source, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice. Funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant.

5.3 Fiscal Year Limitations, - 2013 Renewal Term. As to the 2013 Renewal Term, the Parties agree that the fiscal year limitations set forth in the Agreement shall apply to the amounts set forth in this Amendment.

6.0 INCORPORATION

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

7.0 EFFECTIVE DATE

7.1 This Amendment is effective July 1, 2013, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

DRAFT

**ATTACHMENT A
FY'13 AMENDED WORK STATEMENT
SYSTEM OF CARE**

**Community Partners for Children/ The Children's Partnership /Youth and Family Assessment Center/
Parenting in Recovery (Federally Funded Grant Project) /Milburn Trust Funds/
The Children's Continuum (Federally Funded Grant Project)**

MANAGED SERVICES ORGANIZATION

I. General Background

Austin-Travis County Mental Health and Mental Retardation Center (d.b.a. Austin Travis County Integral Care (ATCIC)) is the local authority for mental health and intellectual/developmental disability services for Travis County. ATCIC was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Texas Department of State Health Services (TDSHS), and the articles of organization approved by its sponsoring agencies. As of October 1, 2012, ATCIC's local sponsoring agencies are the City of Austin, Travis County and the Travis County Healthcare District dba Central Health.

As the local authority for mental health and intellectual/developmental disability services with extensive experience in this area, ATCIC serves as the Managed Services Organization (MSO) under this Agreement. In the model established under this Agreement, clients are authorized and then individuals and organizations from the provider network provide services and supports. Funding of services and supports to eligible clients is authorized by the System of Care brokers ("Brokers") and verified by the MSO through The Clinical Manager (TCM). In addition, the following MSO functions are provided: Credentialing, Gate Functions, Utilization Management, Quality Management, Management Information Systems, Fiscal Management, Network Development and Management (contract management) and Claims Payment as set forth in the Agreement and specified by Travis County.

II. MSO Responsibilities and Functions

ATCIC will utilize a Managed Services Organization (MSO) approach in order to ensure coordination and standardization of community services. ATCIC will provide services as the MSO in order to prevent duplication of administrative services, and to promote continuum of care for children, youth and families, through the Wraparound Approach. The MSO facilitates a more efficient process, which allows access to a wide array of services and supports. This will also make it possible for Travis County to coordinate services with child-serving agencies to maximize leveraging of available funds.

It is understood and agreed that the MSO functions and responsibilities, listed below, include methodologies, data gathering and reporting, and other components, the specifics of which are not listed here. The Travis County Health and Human Services and Veterans Service Department ("Department") reserves the right to review the specific components and operations of these systems and related data supporting the implementation of these systems and to require changes as reasonably determined by the Department, in order to achieve the goals of this Agreement. Requests for changes shall be in writing and effective at such time as agreed to by ATCIC and the Department.

A. Definitions of Functions

1. Network Development and Management

a. Network Development

Provider Network Development and Management –A Provider Network to support the Wraparound process consists of a combination of traditional, formal and non-traditional service providers. The Provider Network should reflect various spiritual, ethnic, racial and gender characteristics that families find are a good fit for them. The Provider Network Development process should respond to needs identified in Child and Family Teams to procure services and supports that are not readily available in the community.

Specific procedures have been developed by ATCIC which define the processes for procurement of provider service contracts, to include: procurement processes, processing provider applications and credentialing, rate negotiation, and execution of service contracts. New providers are enrolled to fill network gaps, as identified by the MSO and the System of Care partners,¹ as agreed to by ATCIC.

The MSO will provide an on-going assessment of needs for the provider network that will indicate the types of service gaps. The assessment will identify the providers needed to ensure adequate capacity, diversity, and quality to meet the needs of the System of Care initiatives.

b. Network (Contracts) Management-

Specific procedures define the processes for development, negotiation, and execution of service contracts. The enrollment process ensures providers are added to the network as guided by client needs. Contract negotiations confirm areas of services to be performed, performance measures, rates, contract terms, termination clauses, and all other provisions of contracts. All contracts are reviewed for access, quality at a reasonable cost and responsiveness to the needs and concerns of the recipient child, youth and family.

Provider contracts are reviewed and monitored to ensure quality of services, and compliance with provider contract requirements, according to ATCIC's defined policies and procedures for contract administration. This function includes training, technical assistance, and monitoring of the current service providers and identification of new service providers, as necessary to meet the specific service requirements of the Department under this Agreement.

c. Credentialing - The credentialing process, as part of the network development process, shall ensure that the network is composed of individual providers and organizations that are qualified to provide services in compliance with applicable standards. Established standards will be consistently used in the enrollment and renewal of providers throughout the term of the Agreement.

2. Gate Functions – ATCIC is responsible for verifying whether an individual meets the eligibility criteria, according to the information entered into The Clinical Manager (TCM) by the System of Care partners. (System of Care Partners include all those participants in the system of care (SOC) initiatives: families being served, ATCIC, Travis County Health and Human Services and Veterans Service Department, Travis County Juvenile Probation Department, Austin, Manor, Pflugerville Independent School Districts, Travis County Child Protective Services, Communities In Schools and any partner that joins the SOC during the contract year.) The goal of the gate function is to ensure that eligible clients gain access to diverse, appropriate, family choice providers.
3. Utilization Management - A key function of the Wraparound approach is achieving cost containment, balanced with effective results, through the organizational approach of child or youth/family/provider teams. In addition, this process should provide trend data, which can identify current client and provider needs, as well as projected needs. Utilization management under these conditions consists of monitoring the funds that purchase the services and supports approved by the Child and Family Teams.
Utilization management is performed through prospective and retrospective review of authorized services and supports. An analysis of service expenditure trends, identification and assessment of fiscal or programmatic issues is performed on a quarterly basis (or more often, if requested by County). The managed care software used by the MSO to support the System of Care projects is TCM.
4. Quality Management - Current service delivery is aimed at controlling costs and improving the quality of services. Purchasers have increasingly demanded a way to measure the effectiveness of these efforts. Hence, the Quality Assurance process must include the evaluation of outputs and outcomes on a variety of indicators including: participant satisfaction, access to services, service and cost information. Quality Management compiles data and reports output and outcome results compared to annual objectives on a variety of indicators.

5. Management Information System – The management information system will be used to collect, manage and report information necessary to ensure effective management of project resources, and perform program evaluation functions, to include service authorization and funds management, and client and provider profiling information necessary to demonstrate that the project outcomes/goals are being met. This information is collected, tracked and reported in TCM.
6. Fiscal Management– ATCIC will ensure that payment requests do not exceed funds allocated for the project during the contact term. Fiscal management and analysis will occur on a monthly basis upon submission of payment requests and supporting detail. ATCIC will set and/or negotiate payment rates with providers according to ATCIC rate-setting guidelines and/or standards. ATCIC will utilize its financial management processes to ensure that ATCIC payment requests to the Department, with the appropriate back-up, are correctly submitted by the monthly due date.
7. Claims Adjudication and Payment – ATCIC will ensure that claims are paid in a timely manner and at the appropriate rates. All claims received shall be reviewed for specific information to verify that the claim is valid. Incomplete or inaccurate claims may be denied payment or returned to the provider for correction and re-submission.
8. Administrative Processes– Specific procedures have been developed by ATCIC to provide efficient and appropriate access to services and supports funded with MSO dollars under management by the MSO. All administrative processes developed and implemented by ATCIC are, and will be, consistent with the wraparound service delivery model. MSO will facilitate the training of Brokers on the MSO administrative procedures/processes (e.g., methods to access funds, network development).

B. Description of Responsibilities

ATCIC, as the MCO, will provide the following:

1. **Provider Network Development and Management (to include credentialing)**
 - a. Ensure the availability of quality providers through the ATCIC's credentialing process.
 - b. Maintain an array of traditional (licensed) and non-traditional (non-licensed) providers.
 - c. Ensure the availability of culturally and linguistically diverse providers.
 - d. Provide technical assistance to potential providers to ensure timely enrollment into the provider network.
 - e. Ensure that the provider network can meet the service needs of the project by maintaining an adequate number of providers who meet the network profiling needs identified by the System of Care partners and ATCIC through the ongoing assessment process.
 - f. Develop and maintain a service and contact listing of network providers and a provider network directory to include, at a minimum, provider name and contact information, services offered, location of service, service capacity and special skills, experience and/or expertise.
 - g. Identify service gaps.
 - h. Expand the provider network to meet needs and/or fill gaps in services as necessary through an Open Enrollment, Request for Proposals process or other procurement processes.
 - i. Include Department representatives in the provider network development process throughout agreement term.

- j. Develop, negotiate, and execute contracts with network service providers.
- k. Ensure contract negotiations include: contract standards, provider's ability to comply with contract standards, rates, contract terms, termination clauses, and all other provisions of contracts, as appropriate.

2. Quality Management

- a. Ensure a streamlined and efficient credentialing process, which results in the enrollment of potential providers who meet the application criteria and training requirements, as per ATCIC's standards.
- b. Provide technical assistance regarding the application process to promote the timely enrollment of potential providers.
- c. Ensure the quality of network services through the sufficient provision of provider training (e.g., contract standards, Wraparound service delivery model) and the monitoring of contract compliance.
- d. Solicit annual feedback from providers, and System of Care partners regarding the application and credentialing process, the quality of services provided through the network, and the provider and partner satisfaction with MSO processes.

3. Management Information Services and Utilization Management

- a. Capture electronic data for eligibility verification, funding allocation decisions, project management, program specific utilization review (service utilization trend analysis) and service utilization evaluation and any other data necessary to meet reporting requirements contained in this contract, through The Clinical Manager (TCM) software program.
- b. Provide regular (quarterly) written reports on service utilization and participant demographics to System of Care partners.
- c. Issue service authorizations from TCM to providers semi-monthly, or as authorizations are added or changed.
- d. Review service utilization every quarter, no later than the 30th of the month following the end of the quarter.
- e. Conduct second level reviews of all "request for funds" for vendor purchases which exceed \$299. Vendor purchases are any purchases that are off network. These purchases are processed through Request for Funds (RFF) forms submitted by coordination staff after review by their supervisor. ATCIC completes a secondary review of any RFF that exceeds \$299 for accuracy and completeness.

4. Fiscal Management

- a. Ensure management of funding streams per eligibility criteria.
- b. Submit payment requests each month to the Department.

5. Claims Adjudication and Payment

- a. Ensure timely payment of provider claims.

- b. Review all claims for accuracy and completeness.
- c. Adjudicate all claims against service authorizations in the managed care software system, TCM.

6. Administrative Processes

Route Provider Service Delivery Records (progress notes), used by the MSO as supportive documentation for invoice/claims, to assigned care coordinators, to be maintained in the client record, which is developed and maintained by the care coordinators.

III. County Eligibility (Travis County General Fund)

A. Client Eligibility Criteria for County Funds

1. Individual has a household income of 200% or less of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household; and
2. Individual is a bona fide resident of Travis County, which is determined by the Broker by the family's or parent's stated intention to remain in Travis County for an indefinite period; and
3. Individual meets criteria as a member of one of the designated target populations for this Agreement (as described below and/or as approved in writing by the Department).

B. Target Populations

1. The Children's Partnership (TCP) is a collaborative of agencies serving children, adolescents and families in Travis County. These agencies include Travis County HHS&VS, Travis County Juvenile Probation Department, Austin Travis County Integral Care, Region VII, Department of Family and Protective Services (DFPS), Austin, Del Valle, Manor and Pflugerville Independent School Districts, Texas Health and Human Services Commission (HHSC), Casey Family Programs and The Texas Juvenile Justice Department.

1. Primary Target Population – Children and Youth referred through Community Partners for Children (Travis County local Community Resource Coordination Group) that:
 - a. Are between the age of 5-17;
 - b. Have a Mental Health Diagnosis; and
 - c. Have and/or require multi-system involvement.
2. Community Partners for Children (CPC) - is a collaboration of more than 20 agencies providing intensive service planning to children, adolescents and families who have multiple and complex needs that cannot be addressed by one agency alone.
 1. Primary Target Population – Youth and their families who participate and are staffed by CPC who:
 - a. Are children/youth between 0-22;
 - b. Require multiple system involvement;

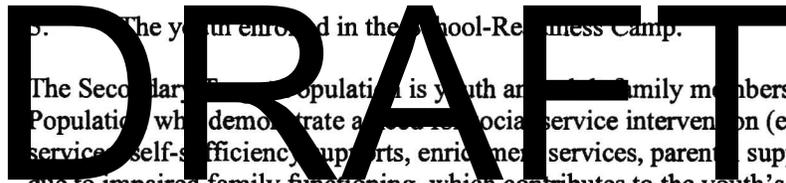
- c. Have physical challenges, mental health challenges and/or developmental disabilities that significantly impact their ability to function in home, school and/or the community; and
- d. Families, whose children meet the above criteria that are seeking access to, CPC Bridge services, The Children’s Partnership and/or the TRIAD program.

3. The Youth and Family Assessment Center (YFAC) - is a collaboration that provides comprehensive services and supports to children and adolescents at-risk of serious behavior problems and dropping out of school. Partners include Travis County HHS&VS, City of Austin, Communities In Schools (CIS), Austin Travis County Integral Care, and Austin Independent School District.

The Primary Target Population is youth between the ages of 3-22 who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) based on at-risk behaviors.

- 1. The youth served attend one of the following schools at referral: Allison, Andrews, Harris, Oak Springs, Ortega, Rodriguez, and Zavala Elementary Schools; or Dobie, Kealing, Martin, Mendez, and Webb Middle Schools; and/or
- 2. The youth enrolled in the Supportive Services program of YFAC through the Travis County Community Centers; and/or

b. The youth enrolled in the School-Respite Camp.
The Secondary Target Population is youth and family members of the Primary Target Population who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) due to impaired family functioning, which contributes to the youth’s at-risk status.



C. Referral Process

The referral sources for The Children’s Partnership (TCP) are the Community Partners for Children (CPC) / CRCG family sessions. All families must attend a CPC session to facilitate enrollment into the TCP. All referred families will be screened for eligibility by the Quality Assurance individual for TCP.

The referral sources for Community Partners for Children are parents, guardians, agency staff, teachers, faith-based community, counselors or anyone who is concerned about a child or youth with complex needs.

The primary referral source for the YFAC project is the IMPACT teams of the schools identified in Section B3. Additional referrals may be accepted from other community sources (e.g., law enforcement, youth, family members, service providers, churches, Community Partners for Children) for children who attend one of the targeted schools, or those youth referred through the Travis County Community Centers, or the Communities In Schools programs at the identified schools referenced in Section B3.

IV. County Eligible Services (Travis County General Fund)

1. Education/Training

- a. Parent/Caretaker Education
- b. Life Skills Training Prevention Services which may include specialized areas of focus such as:
 - i. Violence Prevention

- ii. Teen Pregnancy Prevention
- iii. Substance Abuse Prevention
- iv. Vocational Training
- c. Tutoring

2. Assessments/Evaluation

- a. Psychological Assessment
- b. Psychiatric Assessment
- c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)
- d. Functional/Behavior Assessment
- e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

- a. Individual, Group or Family Counseling/Therapy
- b. Crisis Counseling
- c. Specialized Therapy (includes but not limited to Speech/Audiology, Occupational Therapy, PT, art, music, dance or other movement therapies)
- d. Medication Management
- e. Nursing Services
- f. Substance Abuse Intervention (substance abuse counseling)
- g. Substance Abuse Treatment
- h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

- a. Respite Care
- b. Child Care/supervision
- c. Transportation
- d. Parent Coach
- e. Employment Support Services
- f. Mentoring
- g. Therapeutic/Behavioral Aide

- h. Case Conference (Wraparound Team Meeting)
- i. Shelter Care

5. *Enrichment Services*

- a. Recreational/Social activities
- b. Gap Time Enrichment Activities
- c. Camp
- d. After School Program
- e. Enrichment Skill Development
- f. Case Management

In addition to the services identified in Section III, Travis County funding may be used to: 1) provide basic need services to the target populations, and/or 2) provide services to the target population who do not meet eligibility criteria for Community Development Block Grant funding in YFAC target populations.

6. *Basic Needs* – Essential services in order to meet basic needs for survival such as:

- a. Emergency Food
- b. Clothing
- c. Housing Modification
- d. Utilities
- e. Housing Assistance
- f. Medical Purchases

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7. *Any other eligible service or support, not defined above, that meets the needs established in the Plan of Care, or an emergency or crisis situation.*

V. Parenting in Recovery (PIR) Federal Grant Eligibility Requirements

Parenting In Recovery (PIR) - Per the approved grant proposal the “target population will be women with child(ren) who reside in Travis County, are identified as substance dependent, and have an open investigation with Child Protective Services.” The approved grant proposal states “the purpose of the *Parenting in Recovery* project is to provide a flexible, comprehensive continuum of services for children and their mothers who are involved in the child welfare system and have substance dependency. These services will include: inpatient and outpatient substance abuse treatment, mental health services, collaborative treatment planning, housing, employment, individual counseling, child-care, home visitation, case management, and **informal supports**.” These informal and housing supports will be addressed through the use of this SOC contract. More specifically the approved grant proposal states, “Following discharge from residential treatment (recovery support phase), families will have access to supportive housing with case manager, outpatient substance abuse treatment, counseling and **any specific supports identified by the collaborative team during discharge planning**. The children will receive an initial assessment to identify unmet needs and service recommendations. The children will receive ongoing medical and dental care, educational support, access to licensed child-care, therapeutic interventions, enrichment supports, and group counseling that focuses on children of parents with substance abuse issues. **Individualized supports**: will be provided to families to promote their stability in the community, such as the payment of past utility bills, specialized equipment or uniform for employment not covered by Workforce Solutions, gap funding for child-care, and other items as needed. **Services specific to children**: Child(ren) will receive supports and services as developed in their individualized treatment plans, including: safe housing, placement in licensed child care settings, mental health supports, educational support and enrichment activities. These services will be provided through CPS contract services, community resources, and **grant funding**.” The use of this Agreement is designed to comply with the above grant requirements to meet the families’ needs for individualized supports.

1. Specific Eligibility Criteria

1. Primary Target Population as specified in the grant – Parents involved in the child welfare system due to substance dependency
 - a. Parent is a resident of Travis County
 - b. Referred to PIR by Child Protective Services (CPS)
 - c. Parent is found to be substance dependent
2. Secondary Target Population – Children/Youth identified as participants of PIR
 - a. Child/Youth reside with the parent, relative caregiver, fictive kin (non-relative who is caring for a designated child/youth who is considered to be functioning in the capacity of a relative by the family)
 - b. Child/Youth resides in Travis or contiguous counties

2. Referral Process for PIR Families –

The referral process for PIR is specified in the grant design. The parent is identified by a Child Protective Services referral and routed to PIR if the referral meets one of these criteria: 1) a referral that alleges the mother and/or baby test positive at birth for any illegal substances or alcohol; 2) a referral that alleges a pregnant woman tests positive for any illegal substance and there are children in the home under the age of five and the report must have come from a professional reporter (doctor, hospital, etc.); or 3) a referral that alleges a mother, with children under the age of five is convicted to be using illegal substances, and is not designated as one of the PIR control group participants. The parent then participates in a Family Team Meeting (FTM) initiated by CPS where they have the opportunity to enroll in PIR. The parent signs the PIR form to signify official enrollment. The form is maintained in the PIR registry by the PIR project director at the Travis County office. Once enrolled in PIR the parent and children are eligible to access funds under this Agreement. PIR clients will be enrolled into the The Clinical Manager (TCM) database by the PIR project director, or their designee, associated with the PIR project for billing adjudication and processing.

VI. PIR Eligible Services

1. Education/Training

- a. Parent/Caretaker Education
- b. Life Skills Training Prevention Services which may include specialized areas of focus such as:
 - i. Violence Prevention
 - ii. Teen Pregnancy Prevention
 - iii. Substance Abuse Prevention
 - iv. Vocational Training
- c. Tutoring

2. Assessments/Evaluation

- a. Psychological Assessment
- b. Psychiatric Assessment

- c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)
- d. Functional/Behavior Assessment
- e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

- a. Individual, Group or Family Counseling/Therapy
- b. Crisis Counseling
- c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).
- d. Medication Management
- e. Nursing Services
- f. Substance Abuse Intervention (substance abuse counseling)
- g. Substance Abuse Treatment
- h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

- a. Respite Care
- b. Child Care/Supervision
- c. Transportation
- d. Parent Coach
- e. Employment Support Services
- f. Mentoring
- g. Therapeutic/Behavioral Aide
- h. Case Conference (Wraparound Team Meeting)
- i. Shelter Care

5. Enrichment Services

- a. Recreational/Social Activities
- b. Gap Time Enrichment Activities
- c. Camp
- d. After School Program

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- e. Enrichment Skill Development
- f. Case Management

6. Basic Needs – Essential services in order to meet basic needs for survival such as:

- a. Emergency Food
- b. Clothing
- c. Housing Modifications
- d. Utilities
- e. Housing Subsidies
- f. Medical Purchases

7. Any other eligible service or support, not defined above, that meets the needs established by the collaborative team during discharge planning.

VII. Milburn Trust Fund Eligibility Requirements

Milburn Trust funds are donated by the Milburn family through a will request designated for service and supports that prevent, deter and address child abuse and neglect. The funds were bequeathed to Travis County and designated to Health and Human Services Office of Child Services Division for the Healthy Families program and the Children F.I.R.S.T. program.

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1. Milburn Eligibility Criteria

- a) Family is a resident of Travis County
- b) Family is enrolled in either Children F.I.R.S.T. program or the Healthy Families program
- c) The family is receiving prevention and/or intervention services to address issues of child abuse and/or neglect
- d) Services can be expended on any household family member of an enrolled family

2. Milburn Referral Process

- a) The family will be identified and enrolled into services with either the Healthy Families program and/or Children F.I.R.S.T. These programs will follow their established referral and enrollment process. Through an identification and staffing process the assigned caseworker will make funding requests on behalf of their enrolled families. The families will be enrolled in The Clinical Manager (TCM) data system by the Prevention and Intervention Manager of OCS, or their designee, and associated with the Milburn program for adjudication and billing purposes.

VIII. Milburn Trust Fund Eligible Services

1. Education/Training

- a. Parent/Caretaker Education
- b. Life Skills Training Prevention Services which may include specialized areas of focus such as:
 - v. Violence Prevention
 - vi. Teen Pregnancy Prevention
 - vii. Substance Abuse Prevention
 - viii. Vocational Training
- c. Tutoring

2. Assessments/Evaluation

- a. Psychological Assessment
- b. Psychiatric Assessment
- c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)
- d. Functional/Behavior Assessment
- e. Other Assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

- a. Individual, Group or Family Counseling/Therapy
- b. Crisis Counseling
- c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).
- d. Medication Management
- e. Nursing Services
- f. Substance Abuse Intervention (substance abuse counseling)
- g. Substance Abuse Treatment
- h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

- a. Respite Care
- b. Child Care/Supervision

- c. Transportation
- d. Parent Coach
- e. Employment Support Services
- f. Mentoring
- g. Therapeutic/Behavioral Aide
- h. Case Conference (Wraparound Team Meeting)
- i. Shelter Care

5. *Enrichment Services*

- a. Recreational/Social Activities
- b. Gap Time Enrichment Activities
- c. Camp
- d. After School Program
- e. Enrichment/Skill Development
- f. Case Management

6. *Basic Needs* – essential services in order to meet basic needs for survival such as:

- a. Emergency Food
- b. Clothing
- c. Housing Modifications
- d. Utilities
- e. Housing Subsidies
- f. Medical Purchases

7. *Any other eligible service or support, not defined above, that meets the needs established by the authorizing staff meeting held by Healthy Families program and Children F.I.R.S.T. program.*

IX. The Children's Continuum (TCC) Federal Grant Eligibility Requirements

The Travis County Family Drug Treatment Court (FDTC), established in 2007, provides judicial oversight to parents of children 0-5 involved in the child welfare system due to substance abuse/dependency. Its design is based on the 10 key components of a successful drug court and involves both judicial oversight and a continuum of services including substance abuse treatment, mental health

services, and recovery supports. FDTC provides for a coordinated community strategy. FDTC seeks to enhance its operation by creating *The Children's Continuum* to augment services to the children of FDTC participants. *The Children's Continuum* will: 1) *enhance the functioning and well-being of children*, 2) *improve the capacity of parents to safely care for their children through improved parent/child relationships*, 3) *establish a continuum of screening, developmental, therapeutic and non-traditional services for children* and 4) *ensure that a child advocate remains a vital part of the FDTC*. Progress towards achieving these goals will be measured by: the number of unique services provided to children; the number of developmental screenings and assessments completed; enhancement in the parent/child relationship through improvement in the AAPI-2 rating; notable improvement in achieving developmental milestones; and maintenance of a child advocate in the FDTC.

The Children's Continuum will accomplish these goals through attainment of these **objectives**: children will receive developmental screenings and additional assessments/evaluations as indicated; children will have access to an array of services to address developmental needs including therapy (play, art, music), speech and occupational therapy, pro-social groups, behavioral aide, and family mentoring; parents will participate in parent coaching sessions using the Nurturing Parenting Program and demonstrate improvement through the AAPI-2; parents will have access to insight-oriented therapy to improve the parent/child relationship; child/parent visitation will occur bi-weekly; children will attend medical/behavioral health appointments; and the child advocate will participate in meetings, staffing, hearings associated with FDTC.

The services will range from referrals to Austin area ECI programs: Any Baby Can, Easter Seals, Infant Parent Program; occupational and speech screenings and therapy; insight-oriented psychotherapy to improve parent/child bond; psychological assessments; play therapy; and non-traditional therapeutic services such as art, music, recreational therapy, behavioral aide, pro-social groups, individual, family mentoring, and equine therapy.

1. Specific Eligibility Criteria

1. Primary Target Population as specified in the grant – children whose parents are enrolled in the Travis County Family Drug Treatment Court (FDTC)
 - a. Parents are enrolled in FDTC;
 - b. Children ages 0-5; and
 - c. Referred to services by Child Therapist and/or Drug Court Team Members.
2. Secondary Target Population – Parents enrolled in FDTC
 - a. Parents enrolled in FDTC; and
 - b. Parents who require parenting support, education, guidance, and training

2. Referral Process for TCC children and parents –

The referral process for TCC is specified in the grant design. The child(ren) are referred to services once their parent(s) enroll in FDTC. The child(ren) will be assessed for service need by a child therapist and linked to appropriate community based or network service. Additionally, service needs can be identified by the Drug Court Team of FDTC and child(ren) can be linked to either community based or network services. The focus of the service is to enhance the functioning and well-being of the child. The parent can be referred for additional parenting services by the parent coach, the child therapist, or at the parent's own request. Once the need for additional parenting services is identified by the parent, will be connected to the most appropriate service that matches the parent's unique need.

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X. TCC Eligible Services

1. Education/Training

- a. Parent/Caretaker Education
- b. Parent/Caretaker Training/Coaching
- c. Tutoring

2. Assessments/Evaluation

- a. Psychological Assessment
- b. Psychiatric Assessment
- c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Recreational Therapy, Art, Music, Dance or other movement therapies)
- d. Functional/Behavior Assessment
- e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

- a. Individual, Group or Family Counseling/therapy
- b. Play Therapy

- c. Crisis Counseling
- d. Specialized Therapy (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Recreational Therapy, Art, Music, Dance or other movement therapies)
- e. Medication Management
- f. Nursing Services
- g. Psychosocial Skills Training/Behavior Management (Pro-Social groups)

4. Flexible Community Support Services

- a. Respite Care
- b. Child Care/supervision
- c. Transportation
- d. Parent Coach
- e. Mentoring (Individual and Family)
- f. Therapeutic/Behavioral Aide
- g. Case Conference (Wrap around Team Meeting)
- h. Shelter Care

5. Enrichment Services

- a. Recreational/Social activities
- b. Gap Time Enrichment Activities
- c. Camp
- d. After School Program
- e. Enrichment Skill Development

6. Basic Needs – Essential services in order to meet basic needs for survival such as:

- a. Clothing
- b. Medical Purchases

7. Any other eligible service or support, not defined above, that meets the needs established by the Drug Court Team and/or the Child Therapist assigned to TCC.

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XI. Budget

See Attachment C

XII. Contract Funds**A. MSO Fees – ATCIC****(Travis County General Fund)**

ATCIC may receive up to \$575,000.00 in funding from the Travis County General Fund for the satisfactory implementation and provision of MSO services. \$532,689.00 can be expended for any of the three programs: CPC Bridge Services, The Children's Partnership, and Youth and Family Assessment Center (YFAC). The dollars expended by YFAC will only be for those services not covered by the program's CDBG allocation. (CDBG money is provided under a separate contract between the City of Austin and Austin Travis County Integral Care.) Additionally, when approved by the Travis County Project Manager, Travis County General Fund dollars can be expended for the Parenting in Recovery and The Children's Continuum programs. ATCIC may request an annual amount not to exceed \$42,311.00 as an MSO fee to be calculated as .079429 of the amount billed for this funding source's direct services each month during the 2013 Renewal Term. This MSO fee will be included on the payment request submitted for service reimbursement each month.

The MSO Fee for General Fund dollars spent for PIR clients will be calculated as .0500029 of the amount billed for direct services. The MSO Fee for General Fund dollars spent for TCC clients will be calculated as .05 of the amount billed for direct services.

(Parenting in Recovery Grant Funds) ATCIC may receive up to \$155,306.00 in funding from the Parenting in Recovery grant for the satisfactory implementation and provision of MSO services. The Parenting in Recovery grant will provide up to \$147,340.00 for direct services for PIR enrolled participants. ATCIC may request an amount not to exceed \$765.00 as an MSO fee to be calculated as .052626 of the amount billed for this funding source's direct services each month during the 2013 Renewal Term. This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Milburn Trust Funds)

ATCIC may receive up to \$36,723.00 of Milburn Trust Funds for services: \$17,627.00 can be expended for Healthy Families enrolled participants and \$19,096.00 for Children F.I.R.S.T. enrolled families. There is not an MSO fee associated with the Milburn funding.

(The Children's Continuum Grant Funds)

ATCIC may receive up to \$36,918.00 in funding from The Children's Continuum grant for the satisfactory implementation and provision of MSO services. The Children's Continuum grant will provide up to \$35,072.00 for direct services for TCC enrolled participants. ATCIC may request an amount not to exceed \$1,846.00 as an MSO fee to be calculated as .052643 of the amount billed for this funding source's direct services each month during the 2013 Renewal Term. This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Travis County Allocated Reserves)

ATCIC may receive up to \$75,000.00 in funding from the Travis County Allocated Reserves for the satisfactory implementation and provision of MSO services. \$71,250.00 can be expended for any of the three programs: CPC Bridge Services, The Children's Partnership, and Youth and Family Assessment Center (YFAC). The dollars expended by YFAC will only be for those services not covered by the program's CDBG allocation. (CDBG money is provided under a separate contract between the City of

Austin and Austin Travis County Integral Care.) Additionally, when approved by the Travis County Project Manager, Travis County General Fund dollars can be expended for the Parenting in Recovery and The Children's Continuum programs. ATCIC may request an annual amount not to exceed \$3,750.00 as an MSO fee to be calculated as .052631 of the amount billed for this funding source's direct services each month during the 2013 Renewal Term. This MSO fee will be included on the payment request submitted for service reimbursement each month. The MSO Fee for General Fund dollars spent for PIR clients will be calculated as .05 of the amount billed for direct services. The MSO Fee for General Fund dollars spent for TCC clients will be calculated as .05 of the amount billed for direct services.

B. Contract Funds – Network Service Providers and purchased supports (vendor purchases)

(Travis County General Fund)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2013 Renewal Term. ATCIC will use up to \$532,689.00 to purchase services from the network providers and community-based vendors in accordance with this Work Statement.

(Parenting in Recovery Grant Funds)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2013 Renewal Term. ATCIC will use up to a maximum of \$147,541.00 in Parenting in Recovery federal grant funds to purchase services from the network service providers and community-based vendors in accordance with this Work Statement.

(Milburn Trust Funds)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2013 Renewal Term. ATCIC will use up to a maximum of \$36,723.00 from the Milburn Trust funds to purchase services from the network service providers and community-based vendors in accordance with this Work Statement.

(The Children's Continuum Grant Funds)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2013 Renewal Term. ATCIC will use up to a maximum of \$35,072.00 from The Children's Continuum to purchase services from the network service providers and community-based vendors in accordance with this Work Statement.

(Travis County Allocated Reserves)

ATCIC will negotiate contracts with fee-for-service rates or cost reimbursement rates with network service providers that include the 2013 Renewal Term. ATCIC will use up to \$71,250.00 to purchase services from the network providers and community-based vendors in accordance with this Work Statement.

C. Billing Documentation and Request for Payment

Per the terms and conditions of this Agreement, ATCIC will file a complete and correct (as reasonably determined by Department) Request for Payment and Status of Funds Report ("Request for Payment"), a Monthly Expenditure Report, and a Compliance Certification Form with the Department by the 30th of the month immediately following the month in which services have been rendered. The Request will itemize, in detail and per Department's reasonable specifications, services and supports provided to eligible clients and costs.

(Travis County General Fund)

During the 2013 Renewal Term, ATCIC will provide billing detail with each monthly Request for Payment showing the amount expended for direct services and supports to the target populations. The Office of Children's Services (OCS) Prevention and Intervention Manager or their designee will review the billing

detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Travis County general revenue dollars.

(Parenting in Recovery Grant Funds)

ATCIC will provide separate billing detail for Parenting in Recovery clients with each monthly Request for Payment. The billing detail shall reflect the amount expended for direct services and supports to the target populations. The OCS Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Parenting in Recovery federal grant funding.

(Milburn Trust Funds)

ATCIC will provide separate billing detail for Milburn Trust Fund clients with each monthly Request for Payment. The billing detail shall reflect the amount expended for direct services and supports to the target populations. The OCS Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Milburn Trust funding.

(The Children's Continuum Grant Funds)

ATCIC will provide separate billing detail for The Children's Continuum clients with each monthly Request for Payment. The billing detail shall reflect the amount expended for direct services and supports to the target populations. The OCS Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for The Children's Continuum federal grant funding.

(Travis County Allocated Reserves)

During the 2013 Renewal Term, ATCIC will provide billing detail with each monthly Request for Payment showing the amount expended for direct services and supports to the target populations. The Office of Children's Services (OCS) Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Travis County Allocated Reserve dollars.

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ATCIC will cooperate with the Department throughout the 2013 Renewal Term in allocating Contract Funds for the target populations, as reasonably required by County.

D. Rate Setting

ATCIC will negotiate rates with providers consistent with Medicaid reimbursement when appropriate, according to ATCIC's rate setting procedures. Rates will be negotiated with the goal of cost effectiveness and development of sufficient capacity for network services. For services not reimbursable under Medicaid, negotiated rates will be used.

**FY'13 PERFORMANCE MEASURES
SYSTEM OF CARE**

A. MSO Outcomes

1. *Provider Network Development and Management*

- a. Contracts shall be developed, negotiated, and executed with network service providers in a timely manner. MSO will provide technical assistance to potential service providers, as needed to complete the credentialing and contracting process.
- b. 100% of providers who apply and meet the criteria will be credentialed within 30 days of the MSO receiving all required information from the provider.
- c. 100% of providers who have been credentialed will have contracts mailed to providers for signature within 30 days after the applicable credentialing date.
- d. A provider network directory shall be developed and made available to project staff via internet. Additionally, the MSO will update or make corrections to the directory as it becomes aware of any such changes. This directory shall include but is not limited to the following: name, address, phone number, licenses/credentials, information about the providers' specific skill sets (e.g., bilingual, ASL) or experience, population served, race/ethnicity, service location and schedule availability.
- e. A service analysis shall be conducted with input from System of Care partners, on an annual basis. The results will be used to enhance and improve the network. The results of the survey will be reported annually to include: compilation of results, analysis, and recommendations.

2. *Quality Management*

- a. 80% of the System of Care partnersⁱⁱⁱ will report satisfaction with the MSO as captured in the MSO Partner Satisfaction Survey. The survey shall be administered annually. The survey, at a minimum, shall capture feedback on the following: the application and credentialing process, and the capacity and quality of the network.
- b. 80% of the network providers responding to the MSO Network Provider Satisfaction Survey will report satisfaction with the MSO as captured therein. The survey shall be administered annually. The survey, at a minimum, shall capture feedback on the following: application/credentialing process, claims payment, training, contract monitoring and technical assistance processes.
- c. MSO will distribute surveys to 100% of active System of Care partners and providers.
- d. 60% of the annual satisfaction surveys distributed will be returned with the results being reported at the conclusion of the final quarter of the County's fiscal year.

3. *Management Information Services*

- a. ATCIC will maintain an Access Database for The Children's Partnership (TCP) that

will include:

- a. Ohio Scales (initial and follow-ups every three months);
 - b. Education Questionnaires (initial and follow-ups every three months); and
 - c. CRAFFT (only initially).
- b. Project Management Data shall be provided quarterly and year to date, by the 30th of the month following the end of the quarter for TCP and YFAC.
- a. The Children's Partnership
 - i. ATCIC will produce Quarterly MSO Reports for The Children's Partnership Board of Directors which include, but are not limited to:
 - (i) Executive summary;
 - (ii) Demographic information;
 - (iii) Diagnosis information;
 - (iv) Referral source;
 - (v) Insurance coverage;
 - (vi) Service Expenditures;
 - (vii) System involvement, and
 - (viii) Interagency funds.
 - b. Specifically, on a quarterly basis the MSO will report on the following for TCP:
 - i. Total number of children and their families that were served with the Wraparound approach since project inception (unduplicated);
 - ii. Number of newly enrolled children and their families served during the county's fiscal year (unduplicated);
 - iii. Total number of children and their families served during the quarter;
 - iv. Demographic information: Gender, Race/Ethnicity, Age group, Zip code;
 - v. Diagnosis information;
 - vi. Referral Source;
 - vii. Insurance Coverage;
 - viii. Service expenditures: Expenditures by service category;
 - ix. System involvement;
 - x. Interagency Funds: Expenditures by Partner Agencies;
 - xi. Cost analysis;
 - xii. Exit reasons and placement information; and
 - xiii. Average length of stay.
 - c. On an annual basis the MSO will report on the following for TCP:
 - i. Total number of children and their families that were served with the Wraparound approach since project inception (unduplicated);
 - ii. Number of newly enrolled children and their families served during the fiscal year (unduplicated);
 - iii. Total number of children and their families served during the fiscal year;
 - iv. Number of children improving school attendance and school performance as evidenced by reduction in absenteeism, improvement in grades, reduction in out-of school suspensions and expulsions. School attendance and school performance data (school absences, school performance, out-of school suspension and expulsion reported historically at intake, and subsequently during quarterly follow up);
 - v. Number of children served will demonstrate reduction in presentation of problem behaviors. Persistence of problem behaviors from Ohio Youth Problem Severity Scale (problem behaviors reported historically at intake, and subsequently during quarterly follow up);

- vi. Number of children served whose participation in delinquent behaviors (recidivism with at least a class B misdemeanor) is reduced. Arrests, probation and detention (reported historically at intake and subsequently during quarterly follow up);
 - vii. Number of children served maintained in their homes, with no out-of-home placement. Actual number of days spent in out-of-home care. (Reported historically at intake and subsequently during quarterly follow up);
 - viii. Actual number of living arrangements –single versus multiple placements- (reported historically at intake and subsequently during quarterly follow up); and
 - ix. Number of children, youth and their families demonstrating increased self-sufficiency as evidenced by their exiting the program due to family choice or having met identified goals.
- d. YFAC Reporting
- a. Service utilization data quarterly including:
 - i. Total project expenditures by service category;
 - ii. Average cost profile and
 - iii. Total service dollars leveraged in the community, analysis of the service utilization patterns according to information entered into TCM.
 - b. Competitive activities and status shall be reported quarterly to include the following:
 - i. number and type (temporary vs. non-conditional) of providers;
 - ii. number of new providers credentialed;
 - iii. number of providers dropped from network;
 - iv. number of application packets distributed;
 - v. number of application packets submitted by providers;
 - vi. percentage of providers who meet criteria that are credentialed within 30 days; and
 - vii. percentage of providers who have been credentialed and whose contracts have been mailed to said provider within 30 days.

DRAFT

4. Fiscal Management

- a. Payment requests shall be submitted each month by ATCIC to the Department by the 30th of the month immediately following the month in which services have been rendered. The Request for Payment must include these completed documents: Request for Payment and Status of Funds Report, Monthly Expenditure Report, and Compliance Certification Form, as well as billing detail.
- b. Submission of the Request for payment and accompanying documents (as indicated above) will be coordinated by a designated staff as identified by ATCIC. ATCIC will provide the name and contact information of the designated staff.

5. Claims Adjudication and Management

- a. 95% of provider invoice/claims shall be processed and paid within thirty days of the receipt of an accurate and complete invoice/claim.

ⁱ System of Care Partners refers collectively to these projects/programs: The Children's Partnership, Youth and Family Assessment Center, Community Partners for Children.

ⁱⁱ Additional youth, who do not meet these stated target populations, may be served at the direction of the YFAC project manager

ⁱⁱⁱ Partners include all those participants in the system of care (SOC) initiatives: Families, ATCIC, Travis County Health and Human Services and Veterans Service, Travis County Juvenile Probation Department, Austin, Manor, and Pflugerville Independent School Districts, Travis County Child Protective Services, Communities In Schools and any partner that joins the SOC during the 2013 Renewal Term.

DRAFT

ATTACHMENT C
FY'13 Amended Budget System of Care MSO
PROGRAM BUDGET DETAIL - GENERAL FUND

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

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (for support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		532,689.00		532,689.00
Other: MSO FEE (.079429 of Specific Assistance to Individuals)		42,311.00		42,311.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$575,000.00	\$0.00	\$575,000.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$575,000.00	\$0.00	\$575,000.00

DRAFT

Note: Grand Total does not include program income

**ATTACHMENT C.1
 FY'13 Amended Budget System of Care MSO
 PROGRAM BUDGET DETAIL - PARENTING IN RECOVERY**

**Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care
 Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center**

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (for support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		147,541.00		147,541.00
Other: MSO FEE (.052626 of Specific Assistance to Individuals)		7,765.00		7,765.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$155,306.00	\$0.00	\$155,306.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$155,306.00	\$0.00	\$155,306.00

DRAFT

Note: Grand Total does not include program income

ATTACHMENT C.3
FY'13 Amended Budget System of Care MSO
PROGRAM BUDGET DETAIL - THE CHILDREN'S CONTINUUM

Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care
Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (including support operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (include Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		35,072.00		35,072.00
Other: MSO FEE (.052643 of Specific Assistance)		1,846.00		1,846.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$36,918.00	\$0.00	\$36,918.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)	\$0.00	\$36,918.00	\$0.00	\$36,918.00

Note: Grand Total does not include program income



Travis County Commissioners Court Agenda Request

Meeting Date: July 2, 2013

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of May 28 and June 4, 11, & 18, 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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



Minutes for the Travis County Commissioners Court Tuesday, May 28, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on May 28, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of lots 1363 and 1364 of Apache Shores, Section 3 in Precinct Three. (Commissioner Daugherty) (Action Item #6)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

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

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
 Dr. John K. Kim, Travis County resident
 Morris Priest, Travis County resident
 Janet Stockard, Criminal Defense Attorney

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

RESULT: DISCUSSED

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

3. Approve resolution recognizing Leslie Capek Stricklan, AIA, on her retirement from the Facilities Management Department after 16 years of service to Travis County.

Members of the Court heard from:
Leslie Browder, County Executive, Planning and Budget Office (PBO)
Roger El-Khoury, Director, Facilities Management
Leslie Stricklan, Project Manager, Facilities Management
Danny Hobby, County Executive, Emergency Services
Tenley Aldredge, Assistant County Attorney
Jim Barr, Senior Project Manager, Facilities Management
Charlie Betts, Executive Director, Downtown Austin Alliance
Jim Stricklan, husband of Leslie Stricklan

MOTION: Approve the Resolution in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Transportation and Natural Resources Dept. Items

4. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd-Austin, for sidewalk fiscal for West Cypress Hills Phase 1 Section 1 for lot 6 block 1 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on a request to approve the first amendment to an interlocal cooperation agreement with the City of Austin for the construction of improvements to Frate Barker Road between Manchaca Road and Brodie Lane in Precincts Three and Four. (Commissioners Daugherty and Gómez)

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

11. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- a. Annual application to the United States Department of Health and Human Services/Administration for Children and Families for the Parenting in Recovery II Grant in Health and Human and Veterans Services Department;
- b. Revised language: Accept the Fire Mitigation Assistance Grant of \$306,989.55 from the Department of Homeland Security, Federal Emergency Management Agency for the reimbursement of expenses associated with the September 4th 2011 Pedernales fire and authorize the County Auditor to disburse the grant funds to the 18 agencies whose expenses were included in the claim;
- c. Revised language: accept the Fire Mitigation Assistance Grant of \$204,378.53 from the Department of Homeland Security, Federal Emergency Management Agency for the reimbursement of expenses associated with the September 4th 2011 Steiner Ranch fire and authorize the County Auditor to disburse the appropriate portion grant funds to the 13 agencies whose expenses were included in the claim; and
- d. Annual application to the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program in Health and Human and Veterans Services Department.

RESULT: ADDED TO CONSENT

12. 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 \$577,392.71 for the period of May 10 to 16, 2013.

RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on the following employee healthcare items for Fiscal Year 2014 Plan Year, effective October 1, 2013:

- a. Contribution levels for Travis County employee health plan for FY 14;
- b. FY 14 health benefit plan design changes;
- c. Date and time for employee public hearing on Thursday, June 20, 2013 at 4:30 pm in Commissioners Courtroom;
- d. Printing and release of information to employees and retirees regarding benefit options, prior to employee public hearing;

- e. FY 14 open enrollment dates from August 1 through August 30, 2013; and
- f. A passive open enrollment process for FY 14, allowing employees to continue with current benefit elections if no employee action is taken.

Members of the Court heard from:

Leslie Browder, County Executive, PBO
John Rabb, Benefits Manager, Human Resources and Management Department (HRMD)
Shannon Steele, Benefits Administrator, HRMD
Travis Gatlin Jr., Assistant Budget Director, PBO

MOTION: Approve Items 14.c, d and e.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

MOTION: Direct staff to share the various options in Items 14.a, b and f with employees, to gather employee input and report back to the Court at the appropriate time.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- 15. Consider and take appropriate action to allocate portions of the first floor of the Ned Granger Building:
 - a. Allocation of Suite 100A to the County Attorney;
 - b. Allocation of Suites 110 and 140 to Records Management and Communication Resources Law Library/Self-Help Center;
 - c. Allocation of part of the former Commissioners Courtroom to become staff locker and shower rooms;

RESULT: DISCUSSED **Reset for: 6/4/2013**
 - d. Allocation of part of the former Commissioners Courtroom to become a large conference room; and
 - e. Relocation of the cafeteria from the third floor to the first floor and allocation of Suite 160 to the cafeteria.

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Roger El-Khoury, Director, Facilities Management
Leslie Stricklan, Project Manager, Facilities Management
Gabriel Stock, Senior Architectural Associate, Facilities Management
David Escamilla, Travis County Attorney

MOTION: Approve Items 15.a, b, d and e.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Other Items

16. **At 11:00 a.m.** Consider and take appropriate action on legislative matters, including:

a. Update on legislative activities;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

Rick Thompson, Senior Legislative Liaison, Legislative Department, Texas Association of Counties (TAC)

David Escamilla, Travis County Attorney

Greg Knaupe, Legislative Consultant, Knaupe GR

RESULT: DISCUSSED

b. Recognition of key County staffers and their roles during the legislative session;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

Leonardo Coehlo, Legislative Associate, IGR

Julie Ann Wheeler, Administrative Assistant, IGR

Rick Thompson, Senior Legislative Liaison, Legislative Department, TAC

MOTION: Approve Resolution honoring Leonardo Coehlo for his service.

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

MOTION: Approve Resolution honoring Julie Ann Wheeler for her service.

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

Clerk's Note: The Court voted on both motions.

RESULT: APPROVED [UNANIMOUS]

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

c. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

David Escamilla, Travis County Attorney

MOTION: Adopt an addition to the priorities and policy positions of the legislative agenda which supports redistricting legislation that:
a. Respects the one man, one vote constitutional standard;
b. Respects the integrity of Travis County as a community of interest as much as possible and;
c. Preserves the right of Travis County minority voters to join in coalition with other like-minded voters to elect the candidate of their choice.

MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
WITHDRAWAL OF MOTION
MADE BY: Sarah Eckhardt, Commissioner
RESULT: **WITHDRAWN**

Judge Biscoe announced that Item 16.c would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Support redistricting legislation that:
a. Respects the one man, one vote constitutional standard;
b. Respects the integrity of Travis County as a community of interest as much as possible and;
c. Preserves the right of Travis County minority voters to join in coalition with other like-minded voters to elect the candidate of their choice, and;
Authorize Deece Eckstein, Intergovernmental Relations Officer, IGR to advocate and promote the Court's position.

MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
FRIENDLY AMENDMENT: Add that language to the policy positions section of the Travis County legislative agenda.

MOVER: Sarah Eckhardt, Commissioner
RESULT: **FRIENDLY AMENDMENT ACCEPTED.**
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Gerald Daugherty

17. Consider and take appropriate action on resolution approving a tax exempt bond financing to be undertaken by Travis County Housing Finance Corporation to finance the acquisition and rehabilitation of Champions Crossing Apartments, 2015 Cedar Bend Drive, Austin, Texas.

MOTION: Approve Item 17.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

18. Consider and take appropriate action to amend contract with Texas Department of Motor Vehicles reflecting a correction to the number of non-County workstations relating to subcontractors and title services contracting with the Tax Office.

RESULT: **ADDED TO CONSENT**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

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

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

19. Receive report from Kroll Advisory Solutions regarding the physical security assessment on Travis County's north campus.⁴

Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.076, Security.

RESULT: DISCUSSED

20. Receive briefing and take appropriate action regarding Travis County involvement in legal action regarding congressional redistricting.¹

Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

Reset for: 6/4/2013

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 4, 5, 6, 7, 10, 11.a–d, 12, 13, and 18.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court minutes for the voting session of April 30, 2013.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, June 4, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on June 4, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate a 15 foot wide public utility easement located over and across lots 2, 3, 6 and 7 of the Old Manchaca subdivision in Precinct Three. (Commissioner Daugherty) (Action Item #7)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

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

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
 Fred Blood, Travis County resident
 Gus Peña, Travis County resident
 Bill Bunch, Save Our Springs Alliance
 Dr. John K. Kim, Travis County resident

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

RESULT: DISCUSSED

Resolutions and Proclamations

3. Approve resolution recognizing River City Youth Foundation's 13th Annual Father's Day Parade and Fiesta to be held on June 8, 2013. (Commissioner Gómez)

Members of the Court heard from:
Mona Gonzalez, Founder and Executive Director, River City Youth Foundation
George Morales III, Chief Deputy Constable, Precinct Two

MOTION: Approve the Resolution in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

4. Approve proclamation observing June 7, 2013 as "Let's Play Day" in Travis County.

Members of the Court heard from:
Christy Moffett, Planning Project Manager, Travis County Health, Human Services, and Veterans Service (TCHHS&VS)
George Myers, Dr Pepper Snapple Group
Guadalupe Carrera, Student, Not Your Ordinary School (NYOS) Charter School Kramer Campus
Kayla Jones, Student, NYOS Charter School Kramer Campus
Terry Berkenhoff, Elementary Principal, NYOS Charter School Kramer Campus

MOTION: Approve the Proclamation in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Justice and Public Safety Items

5. Receive update and presentation from Council on At-Risk Youth (CARY).

Members of the Court heard from:
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Adrian Moore, Executive Director, Council on At-Risk Youth (CARY)
Shana Fox, Youth Advisor, CARY

Kirda McDaniels, Student, Dobie Middle School
Terry Talley, Student, Webb Middle School
Christian Anaya, Burnet Middle School
Kevin Bell, Student, CARY participant
Gary Cobb, CARY Board Member and Division Director, District Attorney's Office

RESULT: DISCUSSED

6. Consider and take appropriate action on approving the 2013 eligibility form for the Office of Emergency Management.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

7. Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate a 15 foot wide public utility easement located over and across lots 2, 3, 6 and 7 of the Old Manchaca subdivision in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on the Spanish Oaks Section XI final plat (final plat – 32 total lots: 29 single family lots, 1 private street, drainage, and public utility easement lot, 1 open space and drainage lot, and 1 open space lot – 51.75 acres – Spanish Oaks Club Boulevard – City of Bee Cave ETJ) in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on the Spanish Oaks Section XI preliminary plan (preliminary plan – 32 total lots: 29 single family lots, 1 private street, drainage, and public utility easement lot, 1 open space and drainage lot, and 1 open space lot – 51.75 acres – Spanish Oaks Club Boulevard – City of Bee Cave ETJ) in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action regarding a request for a license agreement with Huns RFC, Inc. for a rugby tournament at Northeast Metropolitan Park in Precinct Two. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action on a request for a variance to state and County on-site sewage regulations to allow a septic drainfield to encroach on a setback to drainage and public utility easements at 20707 Post Oak Parkway in Precinct One. (Commissioner Davis)

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR
Julie Joe, Assistant County Attorney

MOTION: Approve Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

18. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

19. a. Review and approve tuition reimbursements for employees who have completed classes in accordance with the Tuition Reimbursement Program Sections 10.020 through 10.022; and
b. Authorize the County Auditor and Treasurer to reimburse employees as approved.

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action to allocate a portion of the first floor of the Ned Granger Building as staff locker and shower rooms.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
Roger El-Khoury, Director, Travis County Facilities Management Department (FMD)
Gabriel Stock, Senior Architectural Associate, FMD
David Escamilla, Travis County Attorney

MOTION: Approve two shower rooms and lockers for County staff.
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
ADDITION: Install four showers adding \$9,000.00 to the approximate renovation cost of \$16,000.00, which additional sum will be contributed by David Escamilla, Travis County Attorney.
BY: Samuel T. Biscoe, Judge
RESULT: **APPROVED [4 TO 0]**
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSTAIN: Margaret J. Gómez

21. Receive an update on the Fiscal Year 2014 budget development process.

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO

RESULT: DISCUSSED

22. Consider and take appropriate action on assumptions for Travis County regarding the following:
a. Property tax rate considerations; and

Members of the Court heard from:

Bruce Elfant, Travis County Tax Assessor/Collector, Travis County Tax Office
Tien Dao, Business Analyst I, Travis County Tax Office

Clerk's Note: The Court discussed the proposed property tax rate considerations as listed in 1.a–e in the backup material.

MOTION: Approve staff recommendations 1.a, c, d, and e.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- b. 2013 parcel fee rate (Tax Assessor-Collector).

Members of the Court heard from:

Bruce Elfant, Travis County Tax Assessor Collector
Tien Dao, Business Analyst I, Tax Assessor Collector's Office
Renea Deckard, Associate Deputy, Collections, Tax Assessor Collector's Office

MOTION: Approve the recommended 2013 parcel fee rate of \$1.19.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- 23. Consider and take appropriate action on property tax rate considerations for the Travis County Healthcare District doing business as Central Health.

Members of the Court heard from:

Tien Dao, Business Analyst I, Tax Assessor Collector's Office

MOTION: Approve Item 23.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Purchasing Office Items

- 24. Approve contract award for copy paper, IFB No. B1304-005-LD, to the low bidder, Unisource.

RESULT: **ADDED TO CONSENT**

- 25. Authorize Purchasing Agent to commence negotiations with the most highly qualified firm, CP&Y, Inc. for engineering services in response to RFQ No. Q1210-008-JW, Old San Antonio Road at Onion Creek Bridge project.

RESULT: **ADDED TO CONSENT**

- 26. Approve Contract Award for Countywide Furniture, IFB No. 1302-011-CW, to the responsive low bidders:

- a. Austin Business Furniture: Global, National Office Furniture, Mayline, Neutral Posture, Office Star, and Allsteel
- b. Business Interiors by Staples d/b/a Staples Advantage: HON, Offices To Go, and Affordable Interior Systems
- c. Ergogenesis: Ergogenesis

RESULT: **POSTPONED**

Reset for: 6/11/2013

Other Items

- 27. **At 11:00 a.m.** Consider and take appropriate action on legislative matters, including:

- a. Update on legislative activities; and
- b. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
Greg Knaupe, Legislative Consultant, Knaupe GR

RESULT: DISCUSSED

28. Request approval for hiring a former criminal court magistrate as a visiting Civil Associate Judge.

RESULT: ADDED TO CONSENT

29. Consider and take appropriate action on the appointment of Karen Fromel to the Emergency Services District No. 8 Board of Commissioners to serve immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

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

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

30. Consider and take appropriate action on a counter-offer received on May 20, 2013 for the purchase of a fee simple interest (Parcel 8) and two temporary easements (Parcels 8TEA and 8TEB), received from the Gutierrez family, for property needed as future right-of-way for construction of the planned Frate Barker Road Roadway Improvement Project in Precinct Three.² (Commissioner Daugherty)

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Reject the counter-offer received from the owner.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

31. Consider and take appropriate action on an offer-to-sell temporary easement rights for Parcel # 12TE, received from Bee Creek Stables L.P. for construction of a driveway apron as part of the Bee Creek Road Improvement 2011 Bond Project in Precinct Three.² (Commissioner Daugherty)

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the offer from the owner to sell the easement rights for \$1,800.00
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

32. Consider and take appropriate action on an offer to sell approximately 21 acres of undeveloped land near State Highway 130 and Cameron Road for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program in Precinct Two. ²

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept offer to sell approximately 21 acres of land at \$11,000.00 per acre.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

33. Receive briefing from County Attorney and authorize County Attorney to accept, reject or counter settlement offer and/or take appropriate action in a claim regarding Ronald "Bianca" Cruz-Garcia.¹

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Reject the settlement offer received from legal counsel for Cruz-Garcia.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

34. Receive briefing and take appropriate action regarding Travis County's involvement in legal action regarding congressional redistricting including consideration of the status of contract with Renea Hicks.¹

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

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

MOTION: Authorize County Attorney to contract with Renea Hicks for a sum up to \$35,000.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

35. Consider and take appropriate action regarding lease issues at 700 Lavaca with Dubois, Bryant and Campbell, L.L.P. ^{1 and 2}

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real

Property.

MOTION: Approve the request to renew the lease agreement for an additional nine months after the current contract, which will extend the contract through January, 2015, on a month-to-month basis along with the terms set forth in the renewal agreement.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Consent Items

Members of the Court heard from:
Daniel Bradford, Assistant County Attorney

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 6, 7, 8, 9, 10, 12.a–b, 15, 16, 17, 18, 19.a–b, 24, 25, 28, and 29.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, June 25, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate three public utility and drainage easements located over and across lots 64 and 65, block A of Kingsberry Park in Precinct One. (Commissioner Davis)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, June 11, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on June 11, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

Public Hearings

1. Receive comments regarding a plat for recording: Bell Grand Avenue Business Park resubdivision of lot 25B block J (resubdivision final plat – two lots – Central Commerce Drive – City of Austin ETJ) in Precinct One. (Commissioner Davis) (Action Item #7)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

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

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

2. Receive comments regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of lots 850 and 851 of Apache Shores, First Installment in Precinct Three. (Commissioner Daugherty) (Action Item #8)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County resident
Morris Priest, Travis County resident
Carlos Leon, Travis County resident
Leslie Browder, County Executive, Planning and Budget Office (PBO)
Debbie Manor, Director, Human Resources Management Department (HRMD)
Dr. John K. Kim, Travis County resident

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

RESULT: DISCUSSED

4. Consider and take appropriate action on the regulation of fireworks in unincorporated Travis County

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

RESULT: DISCUSSED

Resolutions and Proclamations

5. Approve Resolution recognizing Dr. Geraldine Nagy on her retirement and for her dedicated service to Travis County. (Commissioner Gómez)

Members of the Court heard from:

The Honorable Julie Kocurek, Judge, 390th Criminal District Court
Dr. Geraldine Nagy, Director, Adult Probation, Travis County Community Supervision and
Correction Department (CSCD)

MOTION: Approve the Resolution in Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

6. Approve proclamation recognizing the 24th annual "Juneteenth - Emancipation Day" celebration to be held on Friday, June 14, 2013. (Judge Biscoe and Commissioner Davis)

Members of the Court heard from:

Cheryl Brown, Executive Assistant, County Judge's Office
Felicitas Chavez, Executive Assistant, County Commissioner Precinct 1 Office
Deone Wilhite, Executive Assistant, County Commissioner Precinct 1 Office

MOTION: Approve the Proclamation in Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Transportation and Natural Resources Dept. Items

7. Consider and take appropriate action regarding a plat for recording: Bell Grand Avenue Business Park resubdivision of lot 25B block J (resubdivision final plat – Two lots – Central Commerce Drive – City of Austin ETJ) in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of lots 850 and 851 of Apache Shores, First Installment in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on the following requests:

- a. A plat for recording: Avalon Phase 7B final plat (long form final plat – 44 total lots – 11.74 acres – Moorlynch Avenue – City of Pflugerville ETJ);
- b. A Travis County subdivision construction agreement between Travis County and Gehan Homes, Ltd; and
- c. The use of a cash security agreement in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on a request to proceed with the 2005 Bond Program Project to complete the design and construction documents for safety improvements to Hamilton Pool Road in Precinct Three. (Commissioner Daugherty)

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Hugh Winkler, Travis County resident
Gene Lowenthal, President, Hamilton Pool Road Scenic Corridor Coalition
Ric Sternberg, Travis County resident
Maura Uric, Travis County resident

MOTION: Approve staff's recommendation with the following specifics:

- The design no longer includes a four lane road
- The two lane road to be widened, with a middle turn lane where necessary
- The bridge over Hamilton Creek to be replaced or reinforced, and
- Bike lanes to be added

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Health and Human Services Dept. Items

11. Consider and take appropriate action on a request to approve the following items related the Community Development Block Grant available through HUD:

A. The proposed projects for the Program Year 2013 Action Plan:

- a. Lake Oak Estates Substandard Road Improvement Project Phase 3 for \$425,000;
- b. Owner Occupied Home Rehabilitation Project for \$177,940;
- c. Family Support Services Social Work Expansion Project for \$75,000;
- d. Fair Housing Counseling Project for \$50,000; and
- e. Administrative and Planning Project for \$181,985.

B. The alternate projects for the Program Year 2013 Action Plan:

- a. Owner Occupied Home Rehabilitation Project for up to \$1 million; and
- b. Las Lomitas Water, Wastewater and Design Project for up to \$480,000.

Members of the Court heard from:

Christy Moffett, Planning Project Manager, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

MOTION: Approve Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner

SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

13. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- a. Approve revised resolution for The Eagle Soars: An educational and career development program grant application with the Office of the Governor, Criminal Justice Division, in the Juvenile Probation Department; and
- b. Accept the Fire Mitigation Assistance Grant of \$20,951 from the Department of Homeland Security, Federal Emergency Management Agency for reimbursement of expenses associated with the September 4, 2011 Hodde Lane fire and authorize the County Auditor to disburse grant funds to the nine agencies whose expenses were included in the claim.

RESULT: ADDED TO CONSENT

14. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$694,579.02 for the period of May 24 to May 30, 2013.

RESULT: ADDED TO CONSENT

15. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on license agreement to use the Granger parking garage at 313 W. 12th Street as overflow parking for a wedding ceremony on August 24, 2013.

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on a proposed license agreement with Allan-Thrasher, LLC to use the County owned parking lot at 416 W. 11th Street from the date of approval through April 30, 2014 during hours the parking lot is not required for County use.

RESULT: POSTPONED

Justice and Public Safety Items

18. Consider and take appropriate action regarding a business associate agreement between Travis County and Intermedix Corporation pertaining to protected health information.

RESULT: ADDED TO CONSENT

Purchasing Office Items

19. Approve contract award for Countywide furniture, IFB No. 1302-011-CW, to the responsive low bidders:
 - a. Austin Business Furniture: Global, National Office Furniture, Mayline, Neutral Posture, Office Star, and Allsteel;
 - b. Business Interiors by Staples d/b/a Staples Advantage: HON, Offices To Go, and Affordable Interior Systems; and
 - c. Ergogenesis: Ergogenesis.

RESULT: ADDED TO CONSENT

20. Approve Modification No. 12 to Contract No. 4400000762 H.T.E. Contract No. PS090255LC), Labyrinth Solutions, Inc. (LSI), for BEFIT implementation services.

Members of the Court heard from:

Christina Adair, Chief Assistant II, Travis County Auditor's Office

MOTION: Approve Item 20.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty

ABSENT: Margaret J. Gómez

21. Reject bids received for IFB No. B1304-009-LD, solid waste disposal services, and rebid.

RESULT: ADDED TO CONSENT

Other Items

22. **At 11:00 a.m.** Consider and take appropriate action on legislative matters, including:
 - a. Update on legislative activities;
 - b. SJR 2, proposing a constitutional amendment to provide for the transfer of certain general revenue to the State Highway Fund and the Economic Stabilization Fund and to authorize the payment from the State Highway Fund of the principal and interest on certain highway improvement bonds; and
 - c. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

David Escamilla, Travis County Attorney

MOTION: Approve the recommended letter to Governor Rick Perry in support of SJR 2 with a change in the wording in paragraph two, from "state highway system" to "state transportation system".

RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSTAIN: Ron Davis
ABSENT: Margaret J. Gómez

23. Consider and take appropriate action on request to consider and approve findings and resolutions by Commissioners Court of Travis County, Texas related to the issuance of the City of Sanger, Texas Cultural Education Facilities Corporation Revenue Bonds for the benefit of St. Andrew's Episcopal School.

RESULT: **ADDED TO CONSENT**

24. Approve elected officials bonds for Bruce Todd, Travis County Precinct Two Commissioner.

RESULT: **ADDED TO CONSENT**

25. Consider and take appropriate action regarding board and committee assignments and appointments for Travis County Commissioner Precinct Two and other Court members.

MOTION: Approve Item 25 with the following changes: Commissioner Gómez appointed as the primary member and Commissioner Todd as the alternate member to the Conference of Urban Counties (CUC) Technical Advisory Committee; Commissioner Daugherty appointed to the Downtown Austin Alliance and Commissioner Todd appointed to the Austin-San Antonio Corridor Council.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

26. Consider and take appropriate action on request from Juvenile Probation to approve the addition of five vehicles into the County fleet.

RESULT: **ADDED TO CONSENT**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

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

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

27. Receive briefing and consultation with the County Attorney in Travis County, et al v. Rathbone Family Trust (Joseph C. and J. Laverne Morris Parker, Jr. resale deed) and take appropriate action. ¹

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to

Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to Joseph C. and J. Laverne Morris Parker, Jr., who have paid Travis County the sum of \$5,700.00, in cash.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

28. Receive briefing and consultation with the County Attorney in Travis County, et al v. U.S. Bank National Association, as trustee (T.L. Property Owners Association, LLC resale deed) and take appropriate action. ¹

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to T.L. Property Owners Association, LLC, who has paid Travis County the sum of \$10,000.00, in cash.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

29. Receive briefing and consultation with the County Attorney in Travis County, et al v. Bank of America, National Association successor in the interest of RepublicBank South Austin (Sasha Sessums resale deed) and take appropriate action. ¹

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to Sasha Sessums, who has paid Travis County the sum of \$8,000.00, in cash.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Consent Items

MOTION: Approve the following Consent Items: C1–C7 and Agenda Items 7, 8, 9.a–c, 12, 13.a–b, 14, 15, 16, 18, 19.a–c, 21, 23, 24, and 26.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

- C3. Approve the Commissioners Court Minutes for the voting sessions of May 7, 14, and 21, 2013.
- C4. Receive revenue and expenditure reports, and other statutorily required reports, for the month of April, 2013 from the County Auditor's office.
- C5. Approve setting a public hearing on Tuesday, July 16, 2013 to receive comments regarding a plat for recording: revised plat of lots 39-62, lot 35, lots 63-72, part of lot 73, part of lot 85 and canceled right-of-way for Dorado Pass and part of unnamed right-of-way, part of tract #5, Lakehurst subdivision (revised plat and canceled parts of right-of-ways –Lakehurst subdivision – Lakehurst Loop – Lakeway ETJ – eight residential lots) in Precinct Three. (Commissioner Daugherty)
- C6. Approve setting a public hearing on Tuesday, July 16, 2013 to receive comments regarding a partial cancellation for the right-of-way for Dorado Pass and part of unnamed right-of-way, part of tract #5, Lakehurst subdivision (Dorado Pass and parts of unnamed right-of-way – tract #5, Lakehurst subdivision – Lakehurst Loop – City of Lakeway ETJ – eight residential lots) in Precinct Three. (Commissioner Daugherty)
- C7. Approve setting a public hearing on Tuesday, July 16, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate several sections of a separate instrument right-of-way dedication as dedicated by Document #2008002782 – Precinct Three. (Commissioner Daugherty)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, June 18, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on June 18, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Absent
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County resident
Morris Priest, Travis County resident
Monique Dreux, Travis County resident
Roy Waley, Vice Chair, Austin Sierra Club
Dr. John Kim, Travis County resident
Kenneth Koym, Travis County resident

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

RESULT: DISCUSSED

2. Receive presentation of the Seedling Foundation's Capacity Award to Travis County for the County's ongoing support of the promise mentor program in Travis County.

Members of the Court heard from:
Sari Waxler, Executive Director, Seedling Foundation
Carlos Lopez, Constable, Precinct 5

RESULT: DISCUSSED

Transportation and Natural Resources Dept. Items

3. Consider and take appropriate action on two items:
 - a. The use of an alternative fiscal agreement for Avalon, Phase 6A; and
 - b. The use of a cash security agreement for the fiscal posting for Avalon, Phase 6A in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

4. Consider and take appropriate action on a request to use an alternative fiscal agreement for the Sweetwater Ranch Section Two, Village F2 final plat in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on the following requests:
 - a. A variance to Section 82.302 (D)(9)(A) of the Travis County Standards for the Construction of Streets and Drainage in Subdivisions; and
 - b. Sweetwater Ranch Section 2 revised preliminary plan of Villages B, E, F and Z [revised preliminary plan – 419 total lots (403 single family lots and 16 Municipal Utility District (MUD) lots – 223.4 acres – no ETJ)] in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd–Austin, for sidewalk fiscal for West Cypress Hills, Phase One, Section 4A for lot 45, block A in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

7. Consider and take appropriate action on the Program Year 2013 Action Plan draft for public comment related to the use of Community Development Block Grant funds available through HUD.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on amendment to revenue contract with Cedars International Academy for afterschool enrichment services provided through the Texas Agrilife Extension office.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

10. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
 - a. New application to the Department of Defense for a \$4,183,575 federal grant to provide resources for an email by ballot creation, encryption, verification and audit project that will enable the County Clerk's office to program and develop software for a proposed new start-vote system;

Members of the Court heard from:

Dana DeBeauvoir, County Clerk

Alan Miller, Budget Analyst, Planning and Budget Office (PBO)

MOTION: Approve Item 10.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

- b. New application to the Department of Defense for an electronic transmission of ballot portal request for elections grant proposal in the County Clerk's office for a \$19,950 grant to enhance the existing software in the County Clerk's office; and
- c. Grant contract with Texas Parks and Wildlife Department for Transportation and Natural Resources to construct a boat ramp at Pace Bend Park.

RESULT: **ADDED TO CONSENT**

11. 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 \$1,135,706.60 for the period of May 31 to June 6, 2013.

RESULT: **ADDED TO CONSENT**

12. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on automobile total loss claim recommendations for the period March 1, 2011 to December 31, 2012:

- a. TCSO Unit 3092 – settle;
- b. TCSO Unit 3231 – settle;
- c. TCSO Unit 3107 – settle;
- d. TCSO Unit 2838 – settle;
- e. TCSO Unit 3093 – settle;
- f. TCSO Unit 3472 – settle;
- g. Constable 5 Unit 2669 – settle;
- h. TCSO Unit 3300 – settle;

- i. TNR Unit SU3271 – settle;
- j. TNR Unit PU2244 – settle; and
- k. Constable 5 Unit 2597 – settle.

RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on the following requests:

- a. Authorize the Facilities Management Department to provide a parking access card and an unreserved parking space to the Director of the Human Resources Management Department for the zoned parking garage serving the 700 Lavaca Street Administration Building; and
- b. Reimburse the newly hired Director of the Human Resources Management Department for actual moving expenses not to exceed \$5,000.

RESULT: ADDED TO CONSENT

Purchasing Office Items

15. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain computer equipment as surplus property and authorize equipment to be disposed of through Dell, Inc.

RESULT: ADDED TO CONSENT

16. Approve Modification No. 1 to Interlocal Agreement No. 4400001018, Austin Travis County Integral Care for child therapist supervisor services.

RESULT: ADDED TO CONSENT

17. Ratify Contract No. 4400001395, Foundation Communities to provide supportive residential treatment services in support of the Criminal Justice Improvement and Recidivism Reduction Sub-Grant awarded by the Office of Justice Programs, Bureau of Justice Assistance and by the Laura and John Arnold Foundation.

RESULT: ADDED TO CONSENT

18. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain items surplus property and sell at public auction.

RESULT: ADDED TO CONSENT

19. Declare a 2002 Freightliner EMS ambulance as surplus property and donate to Travis County Emergency Services District No. 2, pursuant to Section 263.152(A)(4) of the Texas Local Government Code.

RESULT: ADDED TO CONSENT

Other Items

20. **At 11:00 a.m.** Consider and take appropriate action on legislative matters, including:

22. Consider and take appropriate action on a counter-offer received on June 5, 2013 for the purchase of a fee simple interest (Parcel 8) and two temporary easements (Parcels 8TEA and 8TEB), received from the Gutierrez family, for property needed as future right-of-way for construction of the planned Frate Barker Road roadway improvement project in Precinct Three. 2 (Commissioner Daugherty)

MOTION: Counter-offer in the amount of \$61,700.00 as a final offer, for settlement purposes only.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

23. Consider and take appropriate action to acquire a conservation easement in eastern Travis County as part of the 2011 bond program in Precinct One. 1 and 2 (Commissioner Davis)

MOTION: Authorize Staff to proceed with an appraisal of the entire tract and that the appraisal cost of \$15,000.00 come from the 2011 bond fund.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

24. Consultation with County Attorney and take appropriate action in Cause No. D-1-GN-11-003618; Maria C. Arriola Galvan v. Travis County; in the 250th Judicial District Court of Travis County, Texas. 1

MOTION: Approve settlement of this matter for \$40,000.00, conditioned on Travis County receiving a full release.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Consent Items

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 3.a–b, 4, 5.a–b, 6, 7, 8, 9, 10.b–c, 11, 12, 13.a–k, 14, 15, 16, 17, 18, and 19.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, July 2, 2013 to receive comments regarding the temporary closure of Live Oak Drive to replace undersized culverts beginning July 10, 2013 and continuing through August 16, 2013 in Precinct Three. (Commissioner Daugherty)

- C4. Approve setting a public hearing on Tuesday, July 9, 2013 to receive comments regarding final plat for recording: Raceway single family subdivision, Section Three (small lot subdivision) – resubdivision of lots 17, 21, 24, 18 – 20, Northridge Acres No. 2 – Grand Avenue Parkway – City of Austin’s ETJ – 66 total lots in Precinct Two. (Commissioner Todd)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: July 2, 2013

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of June 4, 11, & 18, 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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1**

Meeting Date: July 2, 2013

Prepared By/Phone Number: Robert Resnick, Commissioners Court
Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County
Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1
(Galleria) Minutes for the Voting Sessions of May 28 and June 4, 11, & 18,
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 must be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, May 28, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on May 28, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Absent
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

2. Approve the District's minutes for the voting session of April 30, 2013.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Sarah Eckhardt

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, June 4, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on June 4, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

2. Consider and take appropriate action on property tax rate considerations for the Travis County Bee Cave Road District No. 1.

Members of the Court heard from:
Tien Dao, Business Analyst I, Travis County Tax Office

Clerk's Note: The Court discussed the proposed property tax rate considerations as listed in 1.a-e in the backup material.

MOTION: Approve staff recommendations 1.a, c, d, and e.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Todd, Daugherty, Gómez
ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, June 11, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on June 11, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Catherine Jones.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

2. Approve the Bee Cave Road District No. 1 (Galleria) minutes for the Voting Session of May 14, 2013.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, June 18, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on June 18, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Absent
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Gerald Daugherty

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: June 25, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on a) recommendation from County Auditor's office that the Corporations utilize an outside financial services provider with accounting background for the purposes of preparing the monthly financial statements and other required financial reports, b) approve the outside financial services provider; and c) approve the purchase of an additional QuickBooks license for the outside financial services provider.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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

**TRAVIS COUNTY
AUDITOR'S OFFICE**

**NICKI RILEY, CPA
COUNTY AUDITOR**



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

To: Leslie Browder, Planning & Budget Office

From:  Nicki Riley, County Auditor

Date: June 18, 2013

Re: Recommendations for Corporations

For many years, our office has been working closely with the Corporations staff, as their financial statements are reported as a part of Travis County's financial statements and are audited by the County's external auditors.

The complexity level of the Corporations financial responsibilities has increased over the last several years due to the addition of multiple grant programs. Complying with federal regulations, GASB and OMB circulars can be a very complicated task and requires specific training and research. It is imperative that the Corporations comply with all of these requirements in order to remain in good standing with all grantors.

Because of this, we recommend that the Corporations hire or contract with an accounting professional to assist them with all the required accounting functions for all the Corporations.

Our office has enjoyed working with the Corporations staff and would like to commend them on their effort and willingness to take on these complex accounting requirements.

**cc: Andrea Shields, Corporations Administrator, Planning & Budget Office
DeDe Bell, Grants Financial Manager, County Auditor's Office**

Andrea Shields

From: Vickie Schubert <vlschubert@gmail.com>
Sent: Monday, April 22, 2013 8:31 PM
To: Andrea Shields
Subject: Resume and cost proposal
Attachments: Resume.docx

Hello Andrea. I enjoyed visiting with you and Karen regarding accounting for the Travis County Corporations. The work we discussed seems to be straightforward and something I would enjoy.

I have attached a copy of my resume for your information. Despite my years of upper management, I spent a good deal of time in the details (so to speak). In fact my consulting jobs over the past few years have included revising financial models, doing reconciliations, and reviewing accounting practices. In addition, as I mentioned in our discussion I currently serve on the boards of two small non-profits, one as Treasurer and the other as Chair of the Finance Committee both of which are very hands on positions.

For the accounting and reporting work we discussed I would propose to charge an hourly rate of \$50. If the work continued past one year, I would want to consider possible adjustments to the rate on an annual basis thereafter. If you wanted to me to any consulting work that was more complex in nature (beyond the scope of work we discussed in our meeting) I would charge a higher rate, \$85. However, based on our discussion, I don't see that you have any need for this type of services.

Thank you for your time and your consideration.

Vickie Schubert

2819 Salado St.
Austin, TX 78705

(512)-320-0481
vlshubert@gmail.com

Summary of Qualifications

Certified Public Accountant and financial executive with over 30 years experience in municipal and state government financial management and operations including experience with electric, water, and wastewater utilities, transportation, and development. Areas of oversight included budgeting, accounting, debt management, investments, purchasing and contracting, utility rate setting, cable and franchise regulation, internal audit, information systems, human resources management, and operations such as fleet and building maintenance.

Accomplished in all areas of management including strategic and short-term planning, budget development and management, cost control, financial analysis, software systems implementations, and staff recruitment and supervision. Thoroughly familiar with generally accepted accounting practices, auditing principles, cost of service principles, and automated systems for business applications such as payroll, purchasing, accounts payable and receivable, financial reporting, and utility billing. Superior communications and presentation skills and proven abilities in problem resolution, negotiations, and mediation.

Professional Experience

Retired part-time consultant

May 2008 – Present

Currently consulting with non-profit entity and governmental entities regarding budgeting, accounting practices, debt issuance, and financial modeling.

City of Austin, Texas

September 1996 – April 2008

Deputy Chief Financial Officer

December 2000 – April 2008

In conjunction with the Chief Financial Officer, responsible for oversight of all financial, purchasing, fleet, and information systems activities of a municipal government (including electric, water and wastewater utilities) with an operating budget of \$2.3 billion and an annual capital spending plan of approximately \$500 million. Served on the City Manager's executive team which assisted in setting strategic direction for the City and reviewing City-wide issues. Provided executive management of a department of over 850 employees. Worked to balance the City's budget during the economic downturn of the early 2000's and cut approximately \$70 million in expenditures in a two-year period with only minimal lay-offs. In addition to budgeting, focus areas include solicitation and selection of developers for City owned-properties such as the City's previous municipal airport, negotiation of long-term, billion dollar development agreements for these properties, economic development incentives, internal audits, utility billing, debt issuance, and cable and franchise regulatory issues.

Chief Financial Officer, Infrastructure Support Services

September 1996 – November 2000

Served as co-director of a department of 120 staff in providing financial and administrative support for four infrastructure departments including Public Works and Transportation, Development Review, Watershed Protection, and Planning and Environmental Conservation Services. Managed all budgeting and financial operations related to these departments with operating budgets of approximately \$70 million and capital budgets in excess of \$100 million. Involved with Watershed and Transportation utility cost of service and billing issues including coordination of a portion of the new

Vickie L. Schubert, CPA

utility billing system and serving on executive steering committee for this system implementation. Performed all executive level duties such as strategic planning, performance measures development and monitoring, personnel management, liaison to other departments, governmental entities and contractors, and departmental budgeting and cost containment.

Public Utility Commission of Texas

August 1990 – September 1996

Director of Administration

August 1990 – September 1996

Directed all support service functions for a state regulatory agency of approximately 250 employees and a budget of \$10 million. Responsible for oversight of strategic planning, performance measurement, budgeting, accounting, financial reporting, purchasing and contracting, human resource management, training and library services. Worked with and made presentations to governing board and legislative committees and oversight agencies, analyzed legislation, and developed accounting and other administrative procedures. Established budget development processes and reporting. For six months in 1992 and 1993 served as the agency's Acting Executive Director. Additional roles during that time period included liaison to other state agencies, advisor to Commissioners on agency administrative matters, oversight of utility consumer complaints as well as general administration of the agency.

City of Austin, Texas

April 1982 – March 1990

Controller

December 1985 – March 1990

Directed a staff of 65 in accounting and reporting for a \$950 million budget. Responsibilities included payroll for 9,000 employees, City-wide disbursements, and development and oversight of accounting and internal controls, policies, and procedures for all City departments. Managed preparation of the City's Comprehensive Annual Financial Report. Worked with bond issuances, utility rate filing packages, and debt management activities. Reviewed and evaluated all stages of development and implementation of new financial system software including definition of system requirements and development of responses to specific City and departmental needs.

Deputy City Auditor

April 1982 – November 1985

Supervised a staff of 20 in conducting internal control reviews. Audited programs for economy, efficiency, compliance with contractual terms and legal mandates, and program effectiveness. Planned and established long and short term work plans, and reviewed audit work.

State Auditor's Office, Texas

1976 - 1982

Assistant State Auditor I, II, & III and Supervising Assistant State Auditor I & II

Planned and directed financial audits of state agencies ranging in size from small licensing agencies to large departments with billion dollar budgets. Analyzed financial activity, audited agencies in accordance with auditing standards, and prepared financial statements. Supervised and trained staff.

Education and Certification

The University of Texas at Austin – BBA, Accounting Major, May 1976
Certified Public Accountant - 1978

From: Jeremy Broadhead <Jeremy.Broadhead@co.travis.tx.us>
Subject: FW: Here is the quote you requested// Travis County Housing Finance Corp--1 user add
Date: June 17, 2013 3:39:37 PM CDT
To: [REDACTED]



16 Attachments, 5 KB

From: LoTurco, Jeff [mailto:Jeff_LoTurco@intuit.com]
Sent: Monday, June 17, 2013 3:29 PM
To: Jeremy Broadhead
Subject: Here is the quote you requested// Travis County Housing Finance Corp--1 user add

Hi Jeremy,

When ready to purchase, please call me direct or email me when you'd like a call.



Prepared for: JEREMY BROADHEAD • TRAVIS COUNTY HOUSING FINANCE CORPORATION

Number: 2-A9ZCCH6 • Date: 6/17/2013 • Expires: 7/2/2013

Product and Options	Promotion	Qty	List Price	Shipping	Discount	Net Price
Intuit QuickBooks		1	\$190.00	\$0.00	0.00	\$190.00
Fulfillment Method: Download; Version: 2012; Edition: Pro; Users: 3;						

Notes

Total Discount

\$459.95

Subtotal

\$190.00

Tax

\$15.68

Shipping

\$0.00

Total

\$205.68

Billing

TRAVIS COUNTY HOUSING
FINANCE CORPORATION
314 W 11TH ST. RM 540
AUSTIN, TX 78701-2112

Shipping

TRAVIS COUNTY HOUSING
FINANCE CORPORATION
314 W 11TH ST RM 540
AUSTIN, TX 78701-2112

Terms

- This quote is not a binding contract.
- Pricing and terms are subject to change at any time.
- Any license of Intuit software or purchase of Intuit services and support will be made pursuant to the terms and conditions of the Intuit software license and support agreements.

Tax Exempt

- Intuit must receive a copy of your certificate to ship without tax; otherwise the appropriate tax rate will apply to your order.
- Once the details of your order are finalized and we proceed with processing, you will receive an e-mail from our Tax Exempt verification partner, vAudit, within 1 to 2 business days with instructions to file your exemption certificate with us.
- The exemption certificate must be for the same state as the Shipping Address on your order and be listed with your business name.

Created 06-20-13 @ 150pm

Intuit respects the personal nature of email, this email is in response to your request for additional information.

Jeff LoTurco

Account Manager | Financial Management Sales | Intuit, Inc. | Office: 800.556.0507x28930 | jeff.LoTurco@intuit.com

Need some assistance? Call (800) 556-0507, followed by ...

82282 - Customer Support (refunds)

81783 - Install help for desktop (Pro or Premier)

82744 - QuickBooks Online

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Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: June 25, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on a) recommendation from County Auditor's office that the Corporations utilize an outside financial services provider with accounting background for the purposes of preparing the monthly financial statements and other required financial reports, b) approve the outside financial services provider; and c) approve the purchase of an additional QuickBooks license for the outside financial services provider.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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

**TRAVIS COUNTY
AUDITOR'S OFFICE**

**NICKI RILEY, CPA
COUNTY AUDITOR**



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

To: Leslie Browder, Planning & Budget Office

From:  Nicki Riley, County Auditor

Date: June 18, 2013

Re: Recommendations for Corporations

For many years, our office has been working closely with the Corporations staff, as their financial statements are reported as a part of Travis County's financial statements and are audited by the County's external auditors.

The complexity level of the Corporations financial responsibilities has increased over the last several years due to the addition of multiple grant programs. Complying with federal regulations, GASB and OMB circulars can be a very complicated task and requires specific training and research. It is imperative that the Corporations comply with all of these requirements in order to remain in good standing with all grantors.

Because of this, we recommend that the Corporations hire or contract with an accounting professional to assist them with all the required accounting functions for all the Corporations.

Our office has enjoyed working with the Corporations staff and would like to commend them on their effort and willingness to take on these complex accounting requirements.

**cc: Andrea Shields, Corporations Administrator, Planning & Budget Office
DeDe Bell, Grants Financial Manager, County Auditor's Office**

Andrea Shields

From: Vickie Schubert <vlschubert@gmail.com>
Sent: Monday, April 22, 2013 8:31 PM
To: Andrea Shields
Subject: Resume and cost proposal
Attachments: Resume.docx

Hello Andrea. I enjoyed visiting with you and Karen regarding accounting for the Travis County Corporations. The work we discussed seems to be straightforward and something I would enjoy.

I have attached a copy of my resume for your information. Despite my years of upper management, I spent a good deal of time in the details (so to speak). In fact my consulting jobs over the past few years have included revising financial models, doing reconciliations, and reviewing accounting practices. In addition, as I mentioned in our discussion I currently serve on the boards of two small non-profits, one as Treasurer and the other as Chair of the Finance Committee both of which are very hands on positions.

For the accounting and reporting work we discussed I would propose to charge an hourly rate of \$50. If the work continued past one year, I would want to consider possible adjustments to the rate on an annual basis thereafter. If you wanted to me to any consulting work that was more complex in nature (beyond the scope of work we discussed in our meeting) I would charge a higher rate, \$85. However, based on our discussion, I don't see that you have any need for this type of services.

Thank you for your time and your consideration.

Vickie Schubert

2819 Salado St.
Austin, TX 78705

(512)-320-0481
vlshubert@gmail.com

Summary of Qualifications

Certified Public Accountant and financial executive with over 30 years experience in municipal and state government financial management and operations including experience with electric, water, and wastewater utilities, transportation, and development. Areas of oversight included budgeting, accounting, debt management, investments, purchasing and contracting, utility rate setting, cable and franchise regulation, internal audit, information systems, human resources management, and operations such as fleet and building maintenance.

Accomplished in all areas of management including strategic and short-term planning, budget development and management, cost control, financial analysis, software systems implementations, and staff recruitment and supervision. Thoroughly familiar with generally accepted accounting practices, auditing principles, cost of service principles, and automated systems for business applications such as payroll, purchasing, accounts payable and receivable, financial reporting, and utility billing. Superior communications and presentation skills and proven abilities in problem resolution, negotiations, and mediation.

Professional Experience

Retired part-time consultant

May 2008 – Present

Currently consulting with non-profit entity and governmental entities regarding budgeting, accounting practices, debt issuance, and financial modeling.

City of Austin, Texas

September 1996 – April 2008

Deputy Chief Financial Officer

December 2000 – April 2008

In conjunction with the Chief Financial Officer, responsible for oversight of all financial, purchasing, fleet, and information systems activities of a municipal government (including electric, water and wastewater utilities) with an operating budget of \$2.3 billion and an annual capital spending plan of approximately \$500 million. Served on the City Manager's executive team which assisted in setting strategic direction for the City and reviewing City-wide issues. Provided executive management of a department of over 850 employees. Worked to balance the City's budget during the economic downturn of the early 2000's and cut approximately \$70 million in expenditures in a two-year period with only minimal lay-offs. In addition to budgeting, focus areas include solicitation and selection of developers for City owned-properties such as the City's previous municipal airport, negotiation of long-term, billion dollar development agreements for these properties, economic development incentives, internal audits, utility billing, debt issuance, and cable and franchise regulatory issues.

Chief Financial Officer, Infrastructure Support Services

September 1996 – November 2000

Served as co-director of a department of 120 staff in providing financial and administrative support for four infrastructure departments including Public Works and Transportation, Development Review, Watershed Protection, and Planning and Environmental Conservation Services. Managed all budgeting and financial operations related to these departments with operating budgets of approximately \$70 million and capital budgets in excess of \$100 million. Involved with Watershed and Transportation utility cost of service and billing issues including coordination of a portion of the new

Vickie L. Schubert, CPA

utility billing system and serving on executive steering committee for this system implementation. Performed all executive level duties such as strategic planning, performance measures development and monitoring, personnel management, liaison to other departments, governmental entities and contractors, and departmental budgeting and cost containment.

Public Utility Commission of Texas

August 1990 – September 1996

Director of Administration

August 1990 – September 1996

Directed all support service functions for a state regulatory agency of approximately 250 employees and a budget of \$10 million. Responsible for oversight of strategic planning, performance measurement, budgeting, accounting, financial reporting, purchasing and contracting, human resource management, training and library services. Worked with and made presentations to governing board and legislative committees and oversight agencies, analyzed legislation, and developed accounting and other administrative procedures. Established budget development processes and reporting. For six months in 1992 and 1993 served as the agency's Acting Executive Director. Additional roles during that time period included liaison to other state agencies, advisor to Commissioners on agency administrative matters, oversight of utility consumer complaints as well as general administration of the agency.

City of Austin, Texas

April 1982 – March 1990

Controller

December 1985 – March 1990

Directed a staff of 65 in accounting and reporting for a \$950 million budget. Responsibilities included payroll for 9,000 employees, City-wide disbursements, and development and oversight of accounting and internal controls, policies, and procedures for all City departments. Managed preparation of the City's Comprehensive Annual Financial Report. Worked with bond issuances, utility rate filing packages, and debt management activities. Reviewed and evaluated all stages of development and implementation of new financial system software including definition of system requirements and development of responses to specific City and departmental needs.

Deputy City Auditor

April 1982 – November 1985

Supervised a staff of 20 in conducting internal control reviews. Audited programs for economy, efficiency, compliance with contractual terms and legal mandates, and program effectiveness. Planned and established long and short term work plans, and reviewed audit work.

State Auditor's Office, Texas

1976 - 1982

Assistant State Auditor I, II, & III and Supervising Assistant State Auditor I & II

Planned and directed financial audits of state agencies ranging in size from small licensing agencies to large departments with billion dollar budgets. Analyzed financial activity, audited agencies in accordance with auditing standards, and prepared financial statements. Supervised and trained staff.

Education and Certification

The University of Texas at Austin – BBA, Accounting Major, May 1976
Certified Public Accountant - 1978

From: Jeremy Broadhead <Jeremy.Broadhead@co.travis.tx.us>
Subject: FW: Here is the quote you requested// Travis County Housing Finance Corp--1 user add
Date: June 17, 2013 3:39:37 PM CDT
To: [REDACTED]



16 Attachments, 5 KB

From: LoTurco, Jeff [mailto:Jeff_LoTurco@intuit.com]
Sent: Monday, June 17, 2013 3:29 PM
To: Jeremy Broadhead
Subject: Here is the quote you requested// Travis County Housing Finance Corp--1 user add

Hi Jeremy,

When ready to purchase, please call me direct or email me when you'd like a call.



Prepared for: JEREMY BROADHEAD • TRAVIS COUNTY HOUSING FINANCE CORPORATION

Number: 2-A9ZCCH6 • Date: 6/17/2013 • Expires: 7/2/2013

Product and Options	Promotion	Qty	List Price	Shipping	Discount	Net Price
Intuit QuickBooks		1	\$190.00	\$0.00	0.00	\$190.00
Fulfillment Method: Download; Version: 2012; Edition: Pro; Users: 3;						

Notes

Total Discount

\$459.95

Subtotal

\$190.00

Tax

\$15.68

Shipping

\$0.00

Total

\$205.68

Billing

TRAVIS COUNTY HOUSING
FINANCE CORPORATION
314 W 11TH ST. RM 540
AUSTIN, TX 78701-2112

Shipping

TRAVIS COUNTY HOUSING
FINANCE CORPORATION
314 W 11TH ST RM 540
AUSTIN, TX 78701-2112

Terms

- This quote is not a binding contract.
- Pricing and terms are subject to change at any time.
- Any license of Intuit software or purchase of Intuit services and support will be made pursuant to the terms and conditions of the Intuit software license and support agreements.

Tax Exempt

- Intuit must receive a copy of your certificate to ship without tax; otherwise the appropriate tax rate will apply to your order.
- Once the details of your order are finalized and we proceed with processing, you will receive an e-mail from our Tax Exempt verification partner, vAudit, within 1 to 2 business days with instructions to file your exemption certificate with us.
- The exemption certificate must be for the same state as the Shipping Address on your order and be listed with your business name.

Created 06-20-13 @ 150pm

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Jeff LoTurco

Account Manager | Financial Management Sales | Intuit, Inc. | Office: 800.556.0507x28930 | jeff.LoTurco@intuit.com

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Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: June 25, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on County Auditor's office recommendation to a) close the Corporation's Neighborhood Stabilization Program and Tenant-Based Rental Assistance checking accounts with Chase Bank and b) open a new checking account for the Corporation's new Tenant-Based Rental Assistance RSP program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: June 25, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on a) recommendation from County Auditor's office that the Corporations utilize an outside financial services provider with accounting background for the purposes of preparing the monthly financial statements and other required financial reports, b) approve the outside financial services provider; and c) approve the purchase of an additional QuickBooks license for the outside financial services provider.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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

**TRAVIS COUNTY
AUDITOR'S OFFICE**

**NICKI RILEY, CPA
COUNTY AUDITOR**



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

To: Leslie Browder, Planning & Budget Office

From:  Nicki Riley, County Auditor

Date: June 18, 2013

Re: Recommendations for Corporations

For many years, our office has been working closely with the Corporations staff, as their financial statements are reported as a part of Travis County's financial statements and are audited by the County's external auditors.

The complexity level of the Corporations financial responsibilities has increased over the last several years due to the addition of multiple grant programs. Complying with federal regulations, GASB and OMB circulars can be a very complicated task and requires specific training and research. It is imperative that the Corporations comply with all of these requirements in order to remain in good standing with all grantors.

Because of this, we recommend that the Corporations hire or contract with an accounting professional to assist them with all the required accounting functions for all the Corporations.

Our office has enjoyed working with the Corporations staff and would like to commend them on their effort and willingness to take on these complex accounting requirements.

cc: Andrea Shields, Corporations Administrator, Planning & Budget Office
DeDe Bell, Grants Financial Manager, County Auditor's Office

Andrea Shields

From: Vickie Schubert <vlschubert@gmail.com>
Sent: Monday, April 22, 2013 8:31 PM
To: Andrea Shields
Subject: Resume and cost proposal
Attachments: Resume.docx

Hello Andrea. I enjoyed visiting with you and Karen regarding accounting for the Travis County Corporations. The work we discussed seems to be straightforward and something I would enjoy.

I have attached a copy of my resume for your information. Despite my years of upper management, I spent a good deal of time in the details (so to speak). In fact my consulting jobs over the past few years have included revising financial models, doing reconciliations, and reviewing accounting practices. In addition, as I mentioned in our discussion I currently serve on the boards of two small non-profits, one as Treasurer and the other as Chair of the Finance Committee both of which are very hands on positions.

For the accounting and reporting work we discussed I would propose to charge an hourly rate of \$50. If the work continued past one year, I would want to consider possible adjustments to the rate on an annual basis thereafter. If you wanted to me to any consulting work that was more complex in nature (beyond the scope of work we discussed in our meeting) I would charge a higher rate, \$85. However, based on our discussion, I don't see that you have any need for this type of services.

Thank you for your time and your consideration.

Vickie Schubert

2819 Salado St.
Austin, TX 78705

(512)-320-0481
vlshubert@gmail.com

Summary of Qualifications

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Accomplished in all areas of management including strategic and short-term planning, budget development and management, cost control, financial analysis, software systems implementations, and staff recruitment and supervision. Thoroughly familiar with generally accepted accounting practices, auditing principles, cost of service principles, and automated systems for business applications such as payroll, purchasing, accounts payable and receivable, financial reporting, and utility billing. Superior communications and presentation skills and proven abilities in problem resolution, negotiations, and mediation.

Professional Experience

Retired part-time consultant

May 2008 – Present

Currently consulting with non-profit entity and governmental entities regarding budgeting, accounting practices, debt issuance, and financial modeling.

City of Austin, Texas

September 1996 – April 2008

Deputy Chief Financial Officer

December 2000 – April 2008

In conjunction with the Chief Financial Officer, responsible for oversight of all financial, purchasing, fleet, and information systems activities of a municipal government (including electric, water and wastewater utilities) with an operating budget of \$2.3 billion and an annual capital spending plan of approximately \$500 million. Served on the City Manager's executive team which assisted in setting strategic direction for the City and reviewing City-wide issues. Provided executive management of a department of over 850 employees. Worked to balance the City's budget during the economic downturn of the early 2000's and cut approximately \$70 million in expenditures in a two-year period with only minimal lay-offs. In addition to budgeting, focus areas include solicitation and selection of developers for City owned-properties such as the City's previous municipal airport, negotiation of long-term, billion dollar development agreements for these properties, economic development incentives, internal audits, utility billing, debt issuance, and cable and franchise regulatory issues.

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September 1996 – November 2000

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Vickie L. Schubert, CPA

utility billing system and serving on executive steering committee for this system implementation. Performed all executive level duties such as strategic planning, performance measures development and monitoring, personnel management, liaison to other departments, governmental entities and contractors, and departmental budgeting and cost containment.

Public Utility Commission of Texas

August 1990 – September 1996

Director of Administration

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Directed all support service functions for a state regulatory agency of approximately 250 employees and a budget of \$10 million. Responsible for oversight of strategic planning, performance measurement, budgeting, accounting, financial reporting, purchasing and contracting, human resource management, training and library services. Worked with and made presentations to governing board and legislative committees and oversight agencies, analyzed legislation, and developed accounting and other administrative procedures. Established budget development processes and reporting. For six months in 1992 and 1993 served as the agency's Acting Executive Director. Additional roles during that time period included liaison to other state agencies, advisor to Commissioners on agency administrative matters, oversight of utility consumer complaints as well as general administration of the agency.

City of Austin, Texas

April 1982 – March 1990

Controller

December 1985 – March 1990

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Deputy City Auditor

April 1982 – November 1985

Supervised a staff of 20 in conducting internal control reviews. Audited programs for economy, efficiency, compliance with contractual terms and legal mandates, and program effectiveness. Planned and established long and short term work plans, and reviewed audit work.

State Auditor's Office, Texas

1976 - 1982

Assistant State Auditor I, II, & III and Supervising Assistant State Auditor I & II

Planned and directed financial audits of state agencies ranging in size from small licensing agencies to large departments with billion dollar budgets. Analyzed financial activity, audited agencies in accordance with auditing standards, and prepared financial statements. Supervised and trained staff.

Education and Certification

The University of Texas at Austin – BBA, Accounting Major, May 1976
Certified Public Accountant - 1978

From: Jeremy Broadhead <Jeremy.Broadhead@co.travis.tx.us>
Subject: FW: Here is the quote you requested// Travis County Housing Finance Corp--1 user add
Date: June 17, 2013 3:39:37 PM CDT
To: [REDACTED]



16 Attachments, 5 KB

From: LoTurco, Jeff [mailto:Jeff_LoTurco@intuit.com]
Sent: Monday, June 17, 2013 3:29 PM
To: Jeremy Broadhead
Subject: Here is the quote you requested// Travis County Housing Finance Corp--1 user add

Hi Jeremy,

When ready to purchase, please call me direct or email me when you'd like a call.



Prepared for: JEREMY BROADHEAD • TRAVIS COUNTY HOUSING FINANCE CORPORATION

Number: 2-A9ZCCH6 • Date: 6/17/2013 • Expires: 7/2/2013

Product and Options	Promotion	Qty	List Price	Shipping	Discount	Net Price
Intuit QuickBooks		1	\$190.00	\$0.00	0.00	\$190.00
Fulfillment Method: Download; Version: 2012; Edition: Pro; Users: 3;						

Notes

Total Discount

\$459.95

Subtotal

\$190.00

Tax

\$15.68

Shipping

\$0.00

Total

\$205.68

Billing

TRAVIS COUNTY HOUSING
FINANCE CORPORATION
314 W 11TH ST. RM 540
AUSTIN, TX 78701-2112

Shipping

TRAVIS COUNTY HOUSING
FINANCE CORPORATION
314 W 11TH ST RM 540
AUSTIN, TX 78701-2112

Terms

- This quote is not a binding contract.
- Pricing and terms are subject to change at any time.
- Any license of Intuit software or purchase of Intuit services and support will be made pursuant to the terms and conditions of the Intuit software license and support agreements.

Tax Exempt

- Intuit must receive a copy of your certificate to ship without tax; otherwise the appropriate tax rate will apply to your order.
- Once the details of your order are finalized and we proceed with processing, you will receive an e-mail from our Tax Exempt verification partner, vAudit, within 1 to 2 business days with instructions to file your exemption certificate with us.
- The exemption certificate must be for the same state as the Shipping Address on your order and be listed with your business name.

Created 06-20-13 @ 150pm

Intuit respects the personal nature of email, this email is in response to your request for additional information.

Jeff LoTurco

Account Manager | Financial Management Sales | Intuit, Inc. | Office: 800.556.0507x28930 | jeff_LoTurco@intuit.com

Need some assistance? Call (800) 556-0507, followed by ...

82282 - Customer Support (refunds)

81783 - Install help for desktop (Pro or Premier)

82744 - QuickBooks Online

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**Travis County Commissioners Court Agenda Request
Travis County Development Authority**

Meeting Date: June 25, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on County Auditor's office recommendation to open a checking account with Chase Bank for the Development Authority.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leslie Browder, County Executive, Planning and Budget/854-9106

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