



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013
Prepared By/Phone Number: Bruce Elfant, Tax-Assessor-Collector
Elected/Appointed Official/Dept. Head: 512-854-9473
Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

APPROVE PROCLAMATION DELCARING THE MONTH OF SEPTEMBER 2013 AS :VOTER REGISTRATION AWARENESS MONTH" IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

RECEIVED
COUNTY JUDGE'S OFFICE
13 AUG 22 PM 3:32

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.

WHEREAS, the right to vote is a sacred privilege afforded to this county, state, and nation; and

WHEREAS, the strength of our democratic form of government depends on the active participation of citizens in the electoral process; and

WHEREAS, by exercising the right to register and vote, citizens can have an impact on the direction of policies affecting Travis County; and

WHEREAS, in order to exercise the right to vote, an eligible voter in Travis County must register with the Travis County Voter Registrar; and

WHEREAS, in Travis County we have unregistered voters, including younger citizens, who historically have lower voter registration and voter participation rates; and

WHEREAS, educating our citizens about the importance of voting encourages people to register; and

WHEREAS, the office of the Travis County Voter Registrar, Travis County Volunteer Deputy Registrars, and partners throughout the county like the Capital Area Food Bank of Texas are continuing their efforts to reach these unregistered citizens; and

WHEREAS, National Voter Registration Day is September 24, 2013;

THEREFORE, BE IT PROCLAIMED, that we, the members of the Travis County Commissioners Court, do hereby proclaim September as

“VOTER REGISTRATION AWARENESS MONTH”

in Travis County and call upon our citizens to take this opportunity to register to vote.

Signed and entered this _____ day of September 2013.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

BRUCE TODD
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By: Adele Noel **Phone #:** 512-854-7211

Division Director/Manager: Jon White/Tom Weber - NREQ

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action for Travis County to participate as an official partner for the second Work From Home day on September 10, 2013.

BACKGROUND/SUMMARY OF REQUEST:

Social Good Summit Austin has planned a second "Work-From-Home" day for September 10, 2013. The overall goal for Austin's second Work from Home Day is to have 20,000 cars off Austin-area roads for a day to foster lower ozone and carbon emissions. People who cannot work from home on this day are encouraged to support commute solutions by carpooling, taking the bus, or biking to work.

Air quality test results will be shared with the community at-large on the Social Good Summit website. The impact will be measured by looking at the amount of miles saved, fuel reduction, the number of surveys signed, and the reduction percentage of carbon and ozone emissions to see how continued efforts will contribute to an improved air quality.

The first Work From Home Day for our area was on February 8, 2013. On that day, 14,226 people worked from home. An estimated avoided vehicle miles traveled was 382,287 which reduced gasoline consumption by 22,333 gallons, and curtailed greenhouse gases by an estimated 360,658 pounds. Travis County had 78 employees participate that day.

STAFF RECOMMENDATIONS:

TNR staff recommends that Travis County participate as a partner in this pilot day.

ISSUES AND OPPORTUNITIES:

The current National Ambient Air Quality Standard (NAAQS) for ozone is 75 parts per billion and will likely continue to become more stringent. Addressing the quality of emissions from vehicles is one of the primary strategies for addressing ozone in Travis County, considering that 66% of nitrogen oxides (precursors to ozone formation) result from on-road mobile sources like passenger vehicles.

As an official partner in the second “Work-From-Home” day, Travis County will partner with State, City, and business leaders in an effort to improve air quality, traffic congestion and quality of life for residents.

Employees can work from home with no loss of productivity or oversight through the use of technology: e-mail accounts can easily be assessed, phone lines can be forwarded and messages checked, instant messaging can provide immediate responses. Employee participation is at the discretion of program managers, must be arranged in advance and must not adversely affect service delivery or operating budgets.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Guidance for Travis County Employee Participation

REQUIRED AUTHORIZATIONS:

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

CC:

Jon White	Division Director	TNR	512-854-7212
Tom Weber	Env. Program Mgr	TNR	512-854-4629
Adele Noel	Air Quality Project Mgr.	TNR	512-854 7211

: :
0801 - NREQ -

“Work From Home Day”

Guidance for Travis County Participation

Work From Home Day is an effort coordinated by the Social Good Summit Austin to get major employers in the Austin area to explore – at least for one day – the opportunity to reduce vehicle traffic (and the associated emissions) by encouraging teleworking. The goal is to get 20,000 cars off Austin-area roads for a day. For more information about Social Good Summit Austin and “Work From Home Day” see: <http://socialgoodsummitaustin.org/>.

For Travis County, participation will be subject to several considerations:

1. Participation must be consistent with existing Travis County policy:

Chapter 10. Travis County Code: 10.002 Hours of Work:

10.002(c) ...“the commissioners' court encourages elected officials/department heads to implement flex time schedules for their employees where it is feasible and can be done within the operating budget, without impacting service delivery. Only with written authorization and instructions from the elected official/department head can an employee begin a flexible work schedule.”

This policy serves as the basis for Travis County to engage in teleworking. In recent years it has also served as the basis for encouraging teleworking on Ozone Action Days, i.e. days on which ground-level ozone levels are forecast to be high and certain Travis County employees are encouraged to telecommute to reduce emissions.

Specific policy guidance for telecommuting on Ozone Action Days may be found on the HRMD website at: http://10.251.9.16/depts/hrmd/travis_teleworking_policy.pdf.

The procedures outlined in this policy are readily adapted for use in conjunction with “Work From Home Day”.

A key theme of this policy is that participation is at the discretion of program managers, must be arranged in advance and must not adversely affect service delivery or operating budgets.

2. Participation is at the discretion of program managers.

Program managers will determine whether an employee is eligible to participate. That determination may be based on factors that include, but are not limited to: programmatic needs; workplace coverage needs; nature of work performed; requirements for access to work resources; as well as past performance of individuals. Again, it is essential that participation must not adversely affect service delivery or operating budgets.

3. Participation must be arranged in advance.

The employee and manager must work out teleworking protocols in advance. It is strongly suggested that an employee who is working from home develop, in advance and in coordination with the supervisor, a list of tasks to complete while working from home. See the HRMD policy link for guidance and forms for developing and recording work tasks to be performed.

4. Participation is voluntary

“Work From Home Day” is a purely voluntary effort. But we would like know the rate and effect of Travis County participation.

To ensure that all teleworking employees are counted in the project, we ask that participants register at <http://socialgoodsummitaustin.org/> by selecting “Travis County” as the company. It is a simple process and takes just a few minutes.

Traffic congestion is a major issue in the Austin area. This has significant implications for air quality as well as our quality of life. Austin stands on the cusp of non-attainment for the ground-level ozone standard. In Austin, most emissions that cause ground-level ozone come from cars and trucks. Cars and trucks are also a significant contributor to carbon emissions in the region. By participating in Work From Home we hope to effectively reduce traffic related emissions and foster clean air.

Benefits to air quality from the first Work From Home Day will be presented by the Social Good Summit Austin during South By Southwest on March 10, 2013 at City Hall, and shared with the community at-large on the Social Good Summit website (<http://socialgoodsummitaustin.org/>). The overall positive impact of Work From Home will be calculated from the estimated miles saved on fuel, the number of surveys signed, and the reduction percentage of carbon and ozone emissions to see how continued efforts will contribute to an improved air quality.

If you have any questions, about this pilot, or working from home, reply to this e-mail or call Adele Noel (Adele.Noel@co.travis.tx.us 512- 854-7211)



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By: Michael Hettenhausen **Phone #:** 512-854-7563

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request for a variance to Section 30-2-151 (street alignment) for the Village at Northtown Section Three Final Plat (Variance Only - 26 Total Lots - Wells Branch Parkway - City of Austin ETJ) in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The applicant has submitted a final plat application, the Village at Northtown Section Three Final Plat, which consists of 26 total lots (10 retail/commercial lots, 5 multi-family lots, 2 single family attached/condo lots, 1 office lot, 1 fire station lot, 2 parkland lots, and 5 greenspace lots) on 326.7 acres, for review and approval by the City of Austin/Travis County Single Office. However, a public street, Lantern Drive, of the adjacent Settler's Meadow subdivision is platted as a stub out into the Village of Northtown property and is not proposed to connect with the street network of the Village of Northtown Section Three. The applicant proposes a park lot in the Village at Northtown Section Three final plat in the location of the Lantern Drive stub out, which necessitates a variance approved by Commissioners Court to not align the streets of a new subdivision with the streets of an adjacent, existing subdivision.

STAFF RECOMMENDATIONS:

Staff recommends the variance as the platting of a park lot is appropriate for this location and the termination of Lantern Drive will not negatively effect the traffic circulation in the adjacent Settler's Meadow subdivision.

ISSUES AND OPPORTUNITIES:

Upon approval of the variance, this final plat application will be scheduled along with the associated revised preliminary plan for approval by the City of Austin's Zoning and Platting Commission and then by Commissioners Court.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Precinct Map
- Location Map
- Copy of variance request
- Copy of sheets 1 and 9 of the proposed plat

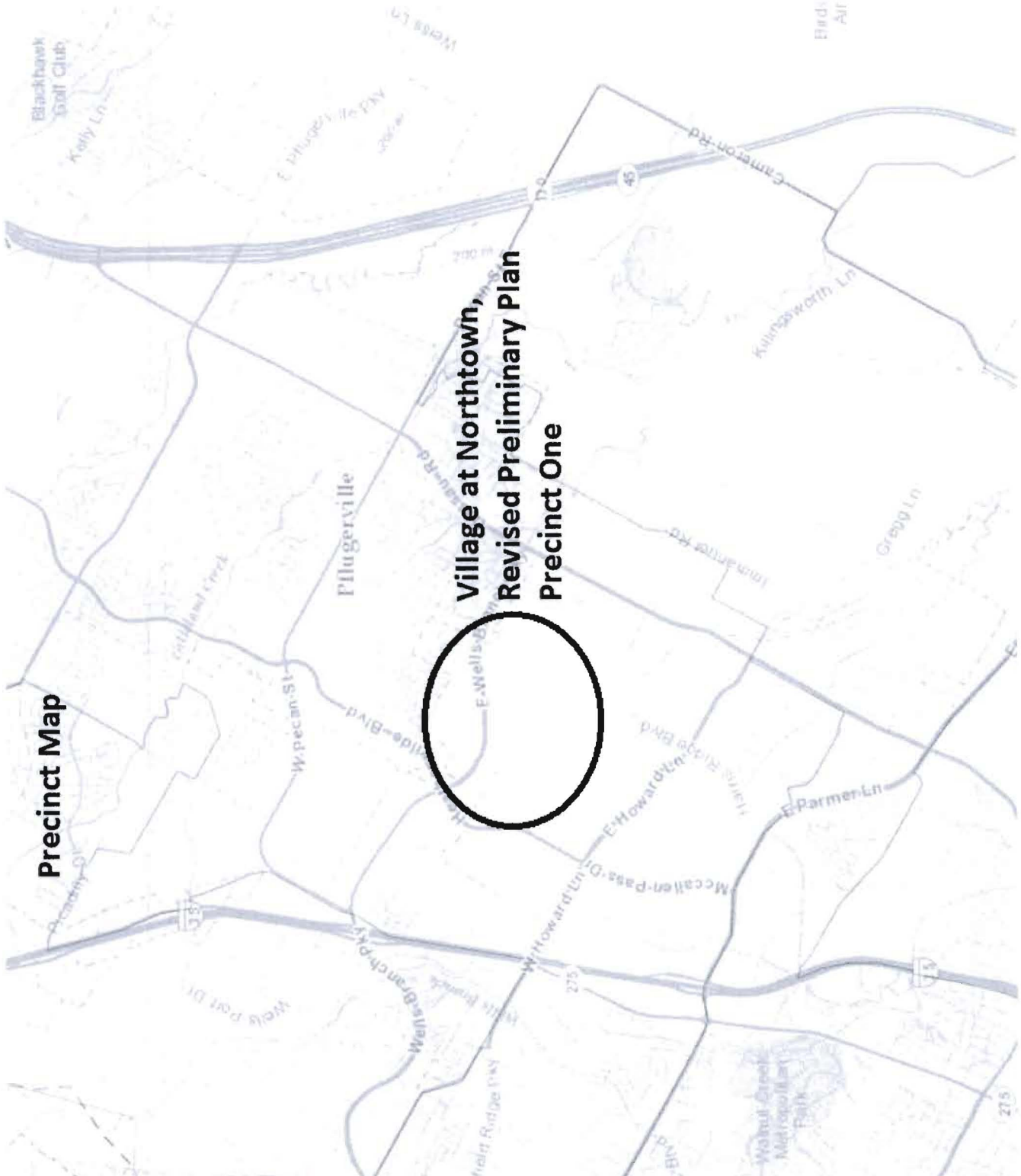
REQUIRED AUTHORIZATIONS:

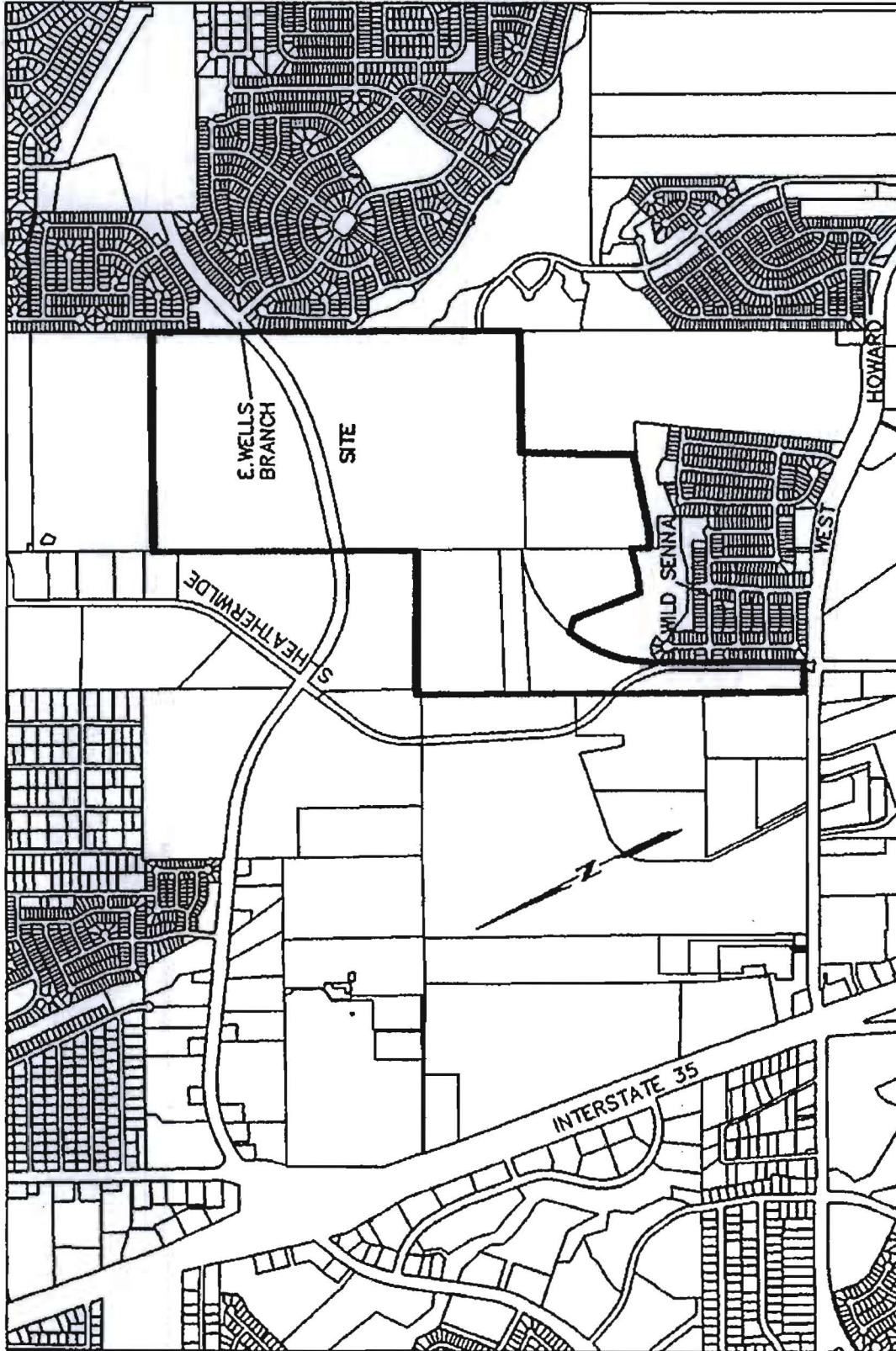
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:mh

1101 - Development Services Long Range Planning - Village at Northtown Section Three Final Plat





VICINITY MAP
NOT TO SCALE



Cunningham | Allen

August 23, 2013

Mr. Michael Hettenhausen, Case Manager
Travis County TNR
700 Lavaca, 5th Floor
Austin, Texas 78701

**RE: Village at Northtown Preliminary Plan
COA Case No. C8J-03-0159.03
Village at Northtown Section Three Final Plat
COA Case No. C8J-03-0159.03.3A
Request for Variance to Section 30-2-151 Street Alignment
CAI Project No.: 421-0101**

Dear Mr. Hettenhausen:

Concerning the Village at Northtown Revised Preliminary Plan and the Village at Northtown Section Three Final Plat, we respectfully request a variance to Section 30-2-151 of the Land Development Code Title 30, to not extend Lantern Drive into the adjacent property which is designated on the Village of Northtown Land Use Plan as Parkland.

The third revision to the Village at Northtown Preliminary Plan (R3) is proposed to account for a reconfiguration of a multi-family tract (Lots 1, 2, 3 and 6, Block B) and movement of various commercial tracts (Lots 6 and 7, Block B along with Lot 9, Block E). The Village at Northtown Section Three Final Plat development consists of the following land use summary: Ten (10) retail/commercial lots totaling 28.76 acres, Five (5) multi-family lots (22 develop units per acre density) totaling 122.01 acres, Two (2) single family attached lots totaling 43.19 acres, One (1) office lot equal to 3.37 acres, One (1) fire station lot equal to 1.25 acres, Two (2) parkland lots totaling 9.06 acres, Five (5) green space lots totaling 28.52 acres, and 7.40 acres of Right of Way (ROW) dedication.

Lantern Drive is located within the Settlers Meadow Section Three Subdivision which borders the Village at Northtown Lot 5, Block E, on the east. Lantern Drive stubs directly into the middle of the 7.8 acre Lot 5, Block E, which is designated as Parkland on the Village at Northtown Land Use Plan. According the Sixth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District, that governs land use and parkland requirements within the MUD, the 7.8 acre tract, when final platted, is to be dedicated to the Northtown MUD.

At this time there is no proposed site plan for the park lot. We do not know what kind of impart a dedicated roadway could have on the master plan of the park. Also, Lantern Drive extends only 100' past its intersection with Antique Finish Drive which will allow a fire truck to back up and turnaround without the need of a cul-de-sac. The lack of an

Mr. Michael Hettenhausen
Village at Northtown Revised Preliminary Plan
Village at Northtown Section Three Final Plat
August 23, 2013
Page 2 of 2

extension of this roadway does not create a traffic problem or hazard, nor does it prevent orderly development of the lots around it. We therefore request that Lantern Drive not be extended into the adjacent parkland tract.

Thank you very much for your consideration and should you desire to discuss this request, please do not hesitate to contact me.

Sincerely,

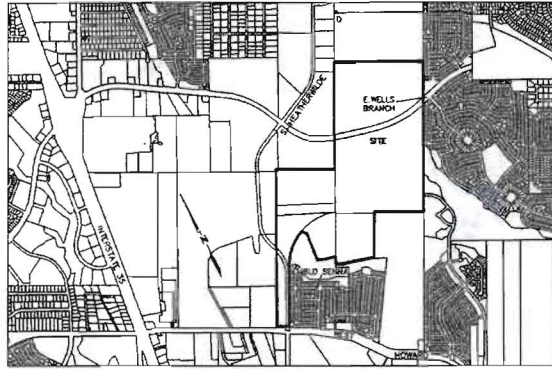
CUNNINGHAM | ALLEN, INC.

A handwritten signature in cursive script that reads "Jana Rice".

Jana Rice

Senior Planner

VILLAGE AT NORTHTOWN SECTION THREE FINAL PLAT



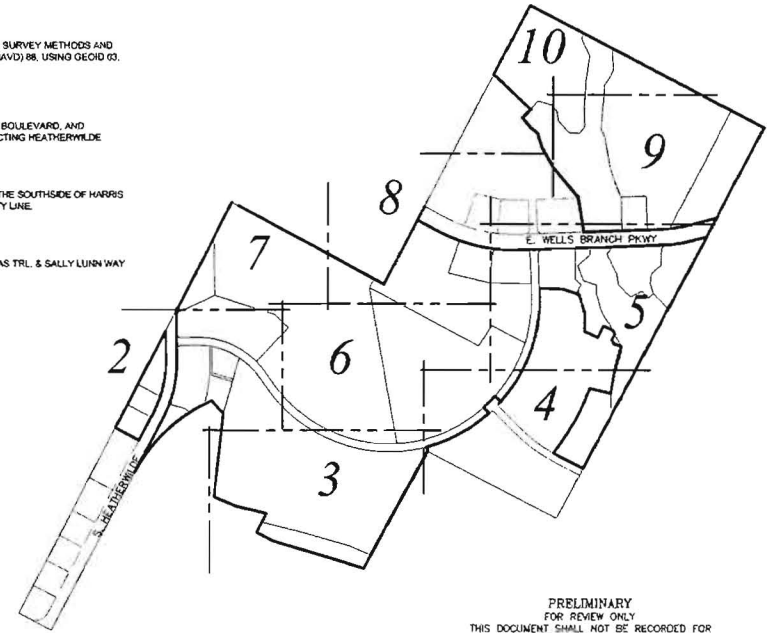
VICINITY MAP
NOT TO SCALE

VERTICAL REFERENCE:

VERTICAL POSITIONS WERE DETERMINED USING GPS STATIC SURVEY METHODS AND ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM (NAVD) 88, USING GEOID 03.

BENCHMARKS

- TBM 1**
"X" CUT ON SIDEWALK 1/2-1' WEST OF A FIRE HYDRANT,
+1.7' SOUTH EAST OF THE BACK OF CURB AT HEATHERWILDE BOULEVARD, AND
13' SOUTH OF THE CENTERLINE OF THE DRIVE WAY INTERSECTING HEATHERWILDE
BOULEVARD, AND LEADING TO A LIFT STATION.
ELEVATION = 775.79
- TBM 5**
"X" CUT ON TOP OF CURB IN FRONT OF A FIRE HYDRANT ON THE SOUTHSIDE OF HARRIS
RIDGE BLVD WHERE IT MEETS NORTH PARK'S EAST PROPERTY LINE.
ELEVATION = 726.89
- TBM 4**
"SQUARE CUT" ON SW CORNER OF CURB INLET
ON SOUTH SIDE OF CUL-DE-SAC INTERSECTION OF SASSAFRAS TRL. & SALLY LUNN WAY
ELEVATION = 731.19



LAND-USE SUMMARY			
USE	LOTS	NO. LOTS	ACRES
RETAIL/ COMMERCIAL	LOT 7, BLOCK A	10	28.76
	LOT 9, BLOCK A		
	LOT 4-7, BLOCK B		
	LOT 2, BLOCK C		
	LOT 3-4, BLOCK D LOT 9, BLOCK E		
MULTI-FAMILY ** 22 DU/AC	LOT 4, BLOCK E	5	122.01
	LOT 8, BLOCK E		
	LOT 1-3, BLOCK B		
SINGLE FAMILY ATTACHED 14 DU/AC	LOT 5, BLOCK C	2	43.19
	LOT 2, BLOCK D		
OFFICE	LOT 5, BLOCK D	1	3.37
FIRE STATION	LOT 3, BLOCK C	1	1.25
PARK LAND	LOT 4, BLOCK C	2	9.08
	LOT 5, BLOCK E		
GREEN SPACE	LOT 8, BLOCK A	5	28.52
	LOT 1, BLOCK C		
	LOT 7, BLOCK C		
	LOT 6, BLOCK D LOT 8, BLOCK E		
R.O.W. DEDICATION			7.40
TOTALS		26	243.56

PUBLIC STREET SUMMARY						
STREET NAME	CLASSIFICATION	ROW WIDTH	LENGTH (LF)	PAVEMENT WIDTH LOG-LOG	SIDEWALK LOCATION	SIDEWALK WIDTH
JOHN HENRY FAULK DRIVE	COMMERCIAL COLLECTOR	70'	4,584'	45'	BOTH SIDES	6/8 FEET

PRELIMINARY
FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR
ANY PURPOSE.
CUNNINGHAM-ALLEN, INC.
04/09/2013

OWNERS

VILLAGE @ NORTHTOWN
GENERAL PARTNERS, INC.
#2 LAS BRISAS
AUSTIN, TEXAS 78746

ENGINEER

CUNNINGHAM ALLEN INC.
BEE CAVE RD., SUITE 202
AUSTIN, TEXAS 78748
(512) 327-2946

SURVEYOR

CUNNINGHAM ALLEN INC.
BEE CAVE RD., SUITE 202
AUSTIN, TEXAS 78746
(512) 327-2946

JURISDICTION

NORTHTOWN MUNICIPAL UTILITY DISTRICT
CITY OF AUSTIN 2-MILE E.T.J.

WATERSHED

HARRIS BRANCH
SUBURBAN

LEGAL DESCRIPTION

243.56 ACRES OF LAND OUT OF THE L.C. CUNNINGHAM SURVEY
NO. 68 AND ALEXANDER WATERS SURVEY NO. 67

BEARING REFERENCE:
GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 CENTRAL ZONE
(CGRS98), AS DERIVED FROM AN OPUS SOLUTION DATED APRIL
06, 2007. DISTANCES SHOWN HEREON ARE SURFACE USING A
COMBINED SCALE FACTOR OF 0.99990225.
GRD = GROUND * COMBINED SCALE FACTOR.

LEGEND

- ⊙ 1/2" IRON PIPE FOUND (UNLESS STATED)
- 1/2" IRON REBAR FOUND (UNLESS STATED)
- ⊕ "X" FOUND IN CONCRETE
- 1/2" IRON REBAR SET W/CAP SET STAMPED "CUNNINGHAM ALLEN INC."
- W.W.E. WASTEWATER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRIC EASEMENT
- ESMT. EASEMENT
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- WATERWAY CENTERLINE - - - - -
- CRITICAL WATER QUALITY ZONE - - - - -
- FEMA 100 YR FLOOD PLAIN - - - - -
- PROPOSED SIDEWALKS - - - - -
- SET CONCRETE MONUMENT WITH BRASS CAP STAMPED "CAF"

CS -
SUBMITTAL DATE: -



3103 Bee Cave Road, Suite 202 Austin, Texas 78748-6819		Tel.: (512) 327-2946	
www.cunningham-allen.com		Fax: (512) 327-2973	
TBPB REG. NO. P-284			
DATE: -	PROJECT NO.: 4210105		
DRAWN BY: DED	SHEET 1 OF 12		

VILLAGE AT NORTHTOWN SECTION THREE FINAL PLAT

LOT 4,
BLOCK E
24.12 ACRES

(87.656 AC.)
SUN SECURED FINANCING HOUSTON
LIMITED PARTNERSHIP
DOC. NO. 2002102957
O.P.R.T.C.T.

SHEET 10
SHEET 9

LOT 8,
BLOCK E
13.42 ACRES

LOT 5,
BLOCK E
7.80 ACRES
PARKLAND

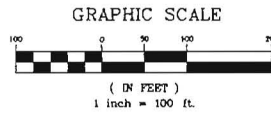
LOT 4,
BLOCK E
24.12 ACRES

LOT 6,
BLOCK E
13.69 ACRES
DRAINAGE
EASEMENT

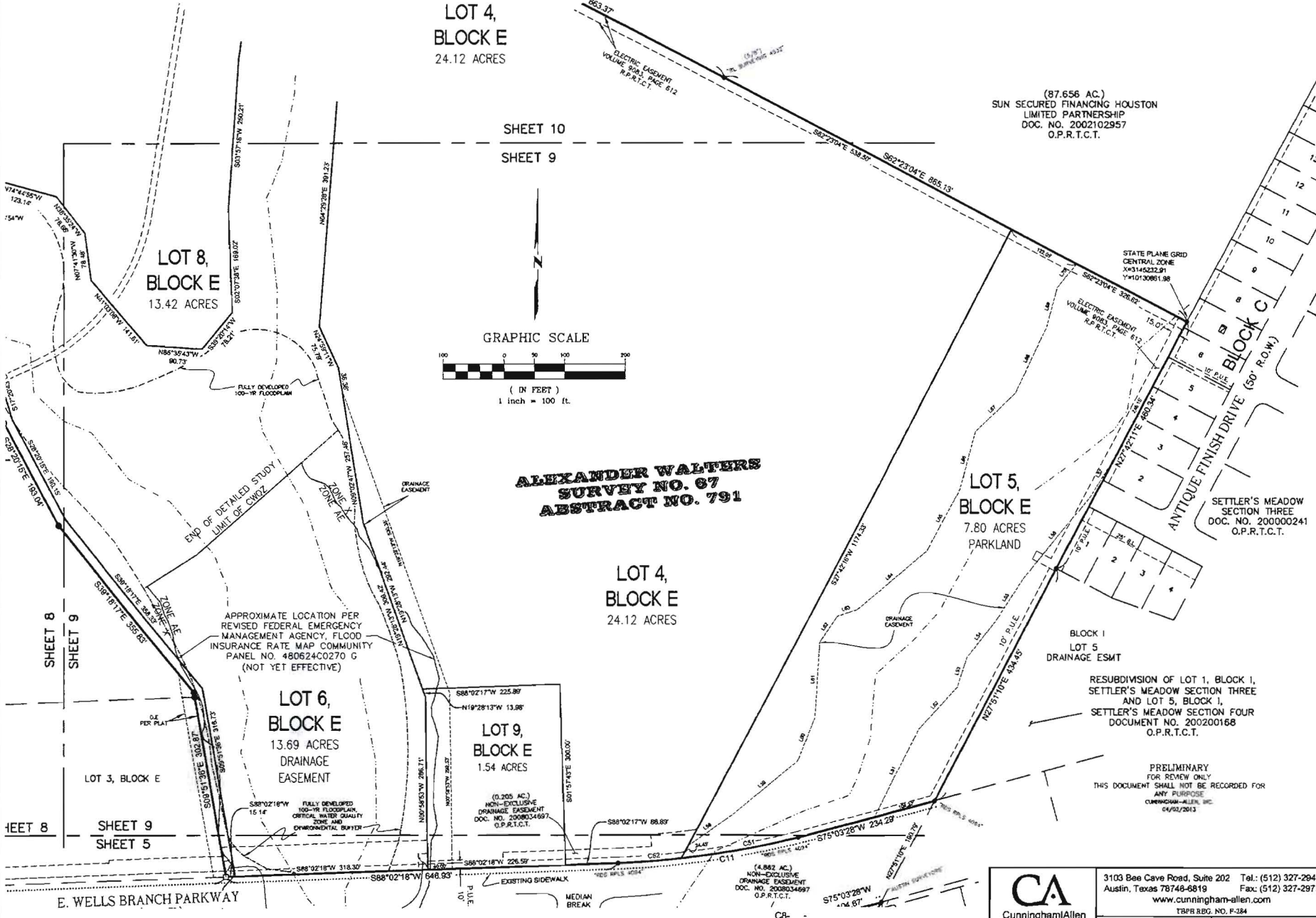
LOT 9,
BLOCK E
1.54 ACRES

(0.205 AC.)
NON-EXCLUSIVE
DRAINAGE EASEMENT
DOC. NO. 2008034697
O.P.R.T.C.T.

(4.882 AC.)
NON-EXCLUSIVE
DRAINAGE EASEMENT
DOC. NO. 2008034697
O.P.R.T.C.T.



**ALEXANDER WALTERS
SURVEY NO. 67
ABSTRACT NO. 791**



<p>Cunningham Allen Engineers - Surveyors</p>	3103 Bee Cave Road, Suite 202 Tel: (512) 327-2948 Austin, Texas 78748-6819 Fax: (512) 327-2973 www.cunningham-allen.com TBPR REG. NO. F-384	
	DATE: -	PROJECT NO.: 4210105
	DRAWN BY: DED	SHEET 8 OF 12



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By: Thomas Weber **Phone #:** (512) 854-4629

Division Director/Manager: Jon A. White, Division Director, Natural Resources & Environmental Quality Division.

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action regarding a request by the Capital Area Rural Transportation System for a variance from fiscal security requirements associated with erosion and sediment controls and site stabilization standards applicable to a proposed vehicle maintenance facility on State Highway 71 East in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Travis County Code, Section 82.401, requires the posting of fiscal security before a construction plan for a commercial development can be approved. The Capital Area Rural Transportation System, (CARTS), is a Rural Transit District formed through interlocal agreement by nine county governments in the 7500 square mile region surrounding Austin. The CARTS District includes all of Bastrop, Burnet, Blanco, Caldwell, Fayette, Hays, and Lee counties and the non-urbanized areas of Travis and Williamson counties. Governed by a board made up of a member from each of the nine Commissioners Courts, CARTS provides regional perspective and planning to the wide variety of community-based passenger transportation services it operates. CARTS is seeking approval of construction plans and a basic development permit for a vehicle maintenance center on SH 71 East at Tucker Hill Lane, on the Travis/Bastrop County line. Fiscal security is required to ensure placement of appropriate erosion and sediment controls (ESCs) and stabilization of disturbed land as a result of the development and construction activities. The project manager has provided an acceptable engineer's cost estimate of \$45,146 for ESCs and stabilization.

CARTS has requested variance from the requirements of fiscal security on the basis of being a Rural Transit District and subdivision of the state. Please see Exhibit A that includes a letter of fiscal responsibility, the afore mentioned cost estimate, and correspondence dated August 23, 2013, from representatives of the applicant affirming their request for the variance.

The main purpose of requiring that fiscal security be posted is to ensure funds are available to complete the required work or remediate environmental damage in the event the developer becomes insolvent or leaves Travis County. CARTS has

certified the funds that are in its budget and there is no possibility that CARTS will leave Travis County, so the risks to Travis County of waiving the fiscal security requirement are negligible.

STAFF RECOMMENDATIONS:

TNR recommends approval of the variance. CARTS is a public transit district with representation on its board from the Travis County Commissioners Court. There is not a significant probability of harmful environmental consequences caused by default on construction completion as sometimes occurs with private developers.

ISSUES AND OPPORTUNITIES:

None Identified

FISCAL IMPACT AND SOURCE OF FUNDING:

Granting of a fiscal security variance is not expected to be a negative fiscal impact since the applicant is a public entity. If the project site is not permanently stabilized, Travis County would need to expend resources to compel CARTS to fulfill their responsibilities.

ATTACHMENTS/EXHIBITS:

Exhibit A

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Division Director	NREQ/TNR	512-854-7212

CC:

Chris Gilmore	Attorney	County Attorney's Office	512-854-9455
Anna Bowlin	Division of Development Service Long Range Plan	Division of Development Service Long Range Plan-TNR	512-854-7561
Teresa Calkins	Senior Engineer	Dev. Srv./TNR	512-854-7569
Thomas Weber	Program Manager	EQP/NREQ	512-854-4629

:TW:jw

1101 - Development Services Long Range Planning - TNR Application #13-1205

EXHIBIT A



CAPITAL AREA RURAL TRANSPORTATION SYSTEM
2010 East Sixth Street, Austin, Texas 78702 / P.O. Box 6050, 78762
512.481.1011 / Fax 512.478.1110 / everyone@ridecarts.com

August 19, 2013

Thomas Weber
Environmental Quality Program Manager, Travis County
Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

Re: Capital Area Rural Transportation System (CARTS) Vehicle Maintenance Center,
Tucker Hill & Hwy 71, Cedar Creek, TX 78612 (the "Project")
Letter of Fiscal Responsibility in Lieu of Fiscal Security

Dear Mr. Weber:

CARTS is a rural transit district and political subdivision of the State of Texas under Chapter 458 of the Texas Transportation Code. CARTS originated through an interlocal agreement among nine county governments. The district serviced by CARTS includes all of Bastrop, Burnet, Blanco, Caldwell, Fayette, Hays and Lee counties and the non-urbanized areas of Travis and Williamson counties. One member from the Commissioners Courts of each of the nine participating counties sits on the CARTS Board.

This letter will confirm that, in connection with the referenced Project, CARTS has budgeted for and secured the necessary funds for the construction of temporary erosion and sedimentation controls and for permanent stabilization of the site upon completion of construction of the Project in accordance with the construction plans approved by Travis County under Travis County Basic Development Permit Number 13-1205.

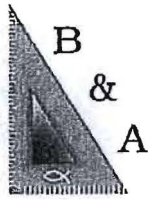
The estimated cost of the erosion/sedimentation controls is \$45,146.00, per the attached estimate dated July 25, 2013 prepared by Bleyl & Associates on behalf of CARTS.

As agreed to by Travis County, this letter is submitted in lieu of posting of any fiscal security in connection with the Project.

If you need anything further or have any questions, please let me know. Thank you for your assistance with this matter.

Sincerely,


David L. Marsh
General Manager, CARTS



Bleyl & Associates
Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

July 25, 2013

Travis County Transportation & Natural Resources
700 Lavaca
Austin, Tx. 78701

Re: **Erosion Control Fiscal Estimate**
C.A.R.T.S. Vehicle Maintenance Center
Tucker Hill Ln. @ SH 71
Permit #13-1205

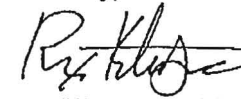
Dear Sirs:

The following estimate of fiscal posting requirements is provided for your review for the referenced site plan:

Item	Quantity	Unit Cost	Total Cost
Silt Fence	1620 LF	\$3	\$4,860
Stabilized Construction Entrance	1 EA	1,000	1,000
Rock Berm	60 LF	14	840
Revegetation	19,223 SY	2	38,446
Total Fiscal Posting			\$45,146

The revegetation quantity is calculated using the entire limits of construction. Please feel free to contact me if you have any questions or comments.

Sincerely,


Rex Klentzman, P.E.
Bleyl and Associates
Project Manager



s:\b&a job directory\10700's\10781 - carts hwy 71 vehicle maintenance facility\eng\10781-csc-fiscalestimate_07-25-13.doc

Bryan
(979) 268-1125
(979) 260-3849 Fax

Austin
(512) 328-7878
(512) 328-7884 Fax

Conroe
(936) 441-7833
(936) 760-3833 Fax

Thomas Weber

From: Jo Lyn Kallison <jkallison@rwllp.com>
Sent: Friday, August 23, 2013 3:40 PM
To: Christopher Gilmore
Cc: Tom Nuckols; Paul Scoggins; Anna Bowlin; Thomas Weber; David Peyton; Don Grigsby; Edith Moreida; Thomas Weber; 'David Marsh'; Kenny Watkins; Rex Klentzman
Subject: RE: CARTS-Hwy 71 @ Tucker Hill Lane Project -- Letter of Fiscal Responsibility

Chris:

I just spoke with Dave Marsh and that is correct. With the signed letter from CARTS, I assume the County has what it needs for the Agenda Item.

Thanks,
Jo

Jo Kallison
Rogers & Whitley, L.L.P.
2210 San Gabriel
Austin, Texas 78705
Phone: (512) 334-4605
Fax: (512) 334-4615
E-mail: jkallison@rwllp.com

CONFIDENTIALITY NOTICE -

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. The information contained in this transmission may be (1) subject to Attorney-Client Privilege, (2) attorney work product, or (3) strictly confidential. If the reader of this message is not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this information in error and you may not disclose, print, copy or disseminate this information. If you have received this transmission in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail may be a violation of criminal law.

From: Christopher Gilmore [<mailto:Christopher.Gilmore@co.travis.tx.us>]
Sent: Friday, August 23, 2013 3:32 PM
To: Jo Lyn Kallison
Cc: Tom Nuckols; Paul Scoggins; Anna Bowlin; Thomas Weber; David Peyton; Don Grigsby; Edith Moreida; Thomas Weber
Subject: RE: CARTS-Hwy 71 @ Tucker Hill Lane Project -- Letter of Fiscal Responsibility

Jo,

Pursuant to our conversation, it is my understanding that CARTS wants to request a variance for the attached letter and try to get on the September 3rd agenda.

Thanks,

Chris

Christopher C. Gilmore
Assistant County Attorney
P.O. Box 1748

Austin, Texas 78767

Christopher.Gilmore@co.travis.tx.us

(512) 854-9455

Fax: (512) 854-4808

Board Certified - Commercial Real Estate Law and Farm & Ranch Real Estate Law - Texas Board of Legal Specialization

CONFIDENTIAL COMMUNICATION

ATTORNEY/CLIENT PRIVILEGE

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy all copies of the original message.

From: Jo Lyn Kallison [<mailto:jkallison@rwllp.com>]

Sent: Monday, August 19, 2013 4:16 PM

To: Christopher Gilmore

Cc: 'David Marsh'; Kenny Watkins; Rex Klentzman

Subject: CARTS-Hwy 71 @ Tucker Hill Lane Project -- Letter of Fiscal Responsibility

Chris:

Attached is a final version of the revised letter of fiscal responsibility which I sent to you last Friday pm, signed by Dave Marsh on behalf of CARTS. Bleyl & Associates submitted the letter to Thomas Weber this afternoon.

Thank you for your assistance with this matter.

Regards,
Jo

Jo Kallison

Rogers & Whitley, L.L.P.

2210 San Gabriel

Austin, Texas 78705

Phone: (512) 334-4605

Fax: (512) 334-4615

E-mail: jkallison@rwllp.com

CONFIDENTIALITY NOTICE -

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. The information contained in this transmission may be (1) subject to Attorney-Client Privilege, (2) attorney work product, or (3) strictly confidential. If the reader of this message is not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this information in error and you may not disclose, print, copy or disseminate this information. If you have received this transmission in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail may be a violation of criminal law.



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number:

Roger Jefferies, County Executive, JPS, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

A handwritten signature in blue ink, appearing to be "R. Jefferies", is written over the text of the "Elected/Appointed Official/Dept. Head" line.

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE PURCHASE OF SOFTWARE FOR THE TECHSHARE COURT PROJECT IN CONNECTION WITH THE PURCHASE OF AMCAD ENTERPRISE SOFTWARE LICENSE UNDER THE CONFERENCE OF URBAN COUNTIES TECHSHARE PROGRAM

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo.

STAFF RECOMMENDATIONS:

Staff recommends approval of the purchase of software in connection with AMCAD Statewide Enterprise License. Please see attached memo.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Travis County's share of the cost of the software in connection with the AMCAD Statewide Enterprise License Fee is \$1,095,301.20 in FY 2014.

REQUIRED AUTHORIZATIONS:

PBO

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

ATTACHEMENTS:

Memo to the Commissioners Court dated August 27, 2013

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



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

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

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

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

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

Date: August 27, 2013

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE PURCHASE OF SOFTWARE FOR THE TECHSHARE COURT PROJECT IN CONNECTION WITH THE PURCHASE OF AMCAD ENTERPRISE SOFTWARE LICENSE UNDER THE CONFERENCE OF URBAN COUNTIES TECHSHARE PROGRAM

Travis County currently participates in the Texas Conference of Urban Counties' (CUC) TechShare program. TechShare allows member counties to collaborate on information technology projects and leverage resources to realize economies of scale and cost savings. Travis County is currently participating in these active TechShare projects:

- TechShare.Prosecutor Development Project;
- TechShare.Court Development Project;
- TechShare Project for Justices of the Peace;

And prospectively:

- TechShare Juvenile Case Management System

In 2012, Travis County entered into an Interlocal Agreement and participated in a planning project that resulted in a contract for the licensing and development of the TechShare.Court software using the AMCAD Court Case Management System and the ROAM business analysis software as the platform for a new criminal court case management system for the County. As part of the project,

Travis County has already secured a standard license for the AMCAD and ROAM software that allows the system to be implemented in any trial court in the County. In addition, Travis County is actively participating with Tarrant and Travis Counties in defining, designing and developing the extensions of the software that will make it a state-of-the-art system that can be used in any trial court in Texas. The total budget for the TechShare.Court Development Project is \$16,674,180, of which Travis County's share is \$3,275,356.

As part of the contract with AMCAD, Travis, Tarrant and Dallas Counties have the option to purchase the software source code for the new TechShare.Court project and to permit the use of the software in any trial court in Texas through this enhanced ownership. This enhanced ownership will allow Travis County to recover a significant portion of their investment in the TechShare.Court software. Once the three counties have exercised the option to own the source code by expanding their license for the Texas "enterprise," all future license fees paid by any city or county in Texas will return to the three funding counties.

It was originally contemplated that the counties would exercise the option to obtain the source code and enterprise license in FY 2015. AMCAD, the vendor supplying the software, is offering a discount if the counties will consider exercising the option earlier in the project and contract timeline.

The purpose of this briefing is to request Commissioners Court to include in the Fiscal Year 2014 Budget the funds necessary to enhance ownership to include ownership of software source code and the enterprise license which will allow unlimited use of the software in any trial courts in Texas, with future license fees returning to the three participating counties.

Operational Impact

Acquisition of Source Code

With a standard license for a commercially available software product, Travis County does not have access to the source code that is used to develop, enhance and maintain the software product. Travis County can be locked into a maintenance and support contract that limits the ability of the County to "control its future destiny" while the vendor makes decisions about maintenance fees, priorities for enhancements and even costs for future upgrades on the software.

Under the provisions of the optional enterprise license that can be extended to Travis County through the Urban Counties agreement with AMCAD, the County will:

- Obtain ownership of the software source code;
- Obtain ownership of all future updates to the source code made by AMCAD as long as the County participates in the annual maintenance program;
- Have the option to certify Travis County technical staff in the technical programming of the software through a training program offered at no additional cost through the Urban Counties;
- Participate in a carefully constructed collaborative software development process that will ensure that Travis County priorities can be addressed despite AMCAD's software enhancement and maintenance priorities; and
- Secure the option to independently enhance, operate and maintain the software at any future time either through a collaborative venture with the other participating counties or independently as Travis County priorities and needs require.

License for any Trial Court in Texas

Once the optional enterprise license agreement is approved by the participating counties, the TechShare.Court software will be available for use in any trial court in any jurisdiction within the State of Texas. AMCAD will continue to market the software, respond to county procurement requests and sell the software on behalf of the funding counties; Travis, Tarrant and Dallas. License fees will continue to be paid by new cities or counties as they license the TechShare.Court software. All new license fees will return to Travis, Tarrant and Dallas Counties through the Urban Counties as specified in the optional enterprise license agreement.

The optional enterprise license agreement provides Travis, Tarrant and Dallas Counties with the opportunity to recover a major portion of their expenses in the licensing, definition, design and development of the TechShare.Court system.

Schedule for Exercising the Optional Enterprise License Agreement

According to the current contract between the Urban Counties and AMCAD, the option to exercise the enterprise license is available for up to twelve (12) months from the time TechShare.Court software development is complete. TechShare.Court software development is scheduled to be completed in October 2014. The option to obtain the enterprise license extends through County Fiscal Year 2015.

Cost for Exercising the Optional Enterprise License Agreement

According to the current contract between the Urban Counties and AMCAD, the cost for the option to exercise the enterprise license that includes both the court system and the business analysis software is \$6,576,890. The cost is to be shared among the three participating counties based on population. Travis County's share of the enterprise license is expected to cost \$1,291,701.20.

Financial Incentive Offered by AMCAD

AMCAD is a financially healthy, rapidly growing company that is privately owned. Through the agreement with the Urban Counties, AMCAD has willingly shared its audited financial statements with the Urban Counties. Travis, Tarrant and Travis Counties have access to this information through the project governance committees, the TechShare Oversight Committee and the TechShare.Court Stakeholder Committee.

As a rapidly growing, privately held company, AMCAD is seeking ways to raise capital that do not impact the ownership structure of the firm. In an effort to expand the capital available to support the company's growth, AMCAD is offering the participating counties with an incentive to exercise the option to obtain the enterprise license earlier than described in the Urban Counties Agreement. If the counties will agree to fund the optional Enterprise license in October of 2013, AMCAD will discount the license fee by \$1 million to \$5,576,890, reducing Travis County's share of the fee to \$1,095,301.20 as savings of \$196,900. Tarrant and Dallas Counties will benefit proportionally.

Once the three counties agree to exercise the optional enterprise license, all future license fees collected from cities and counties in Texas will flow through the Urban Counties to Travis, Tarrant and Dallas Counties, in proportion to their payment amounts for the combined enterprise license fee.

Benefits to Travis County

The optional enterprise license agreement offers these benefits to the County:

- Immediate access to and ownership of the software Source Code for the TechShare.Court system for use in Texas;
- Guarantees that Travis County can control its future destiny for the TechShare.Court software by holding and retaining the source code and all updates under a collaborative maintenance program;
- Payback for Travis County's costs in participating in the TechShare.Court Development Project in way of License Fees paid by other cities and counties who want to use either the AMCAD or the TechShare.Court software in trial courts;
- Opportunity to certify Travis County Information Technology staff in the technical programming of the TechShare.Court software; and
- Savings of \$196,400 to the cost of exercising this option.

Next Steps

Including Travis County's share of the optional enterprise license fee in the Fiscal Year 2014 budget is the first step in obtaining the benefits available under the expanded license agreement. Once the counties agree to include the fee in their respective budgets, the Urban Counties can finalize the terms and conditions of the Enterprise license agreement with review and input from the participating counties. Assuming that the Urban Counties and AMCAD are able to offer terms that meet Travis, Tarrant and Dallas Counties' requirements, the Commissioners Courts will be asked to approve the exercise of the optional enterprise license in October 2013.

Fiscal Impact

The proposed amount for the option Enterprise Software License for the TechShare.Court software based on the AMCAD Court Case Management System and ROAM Business Analysis Software is \$2,641,772.79. All three counties are expected to participate in funding the optional enterprise license, that is, Travis, Tarrant, and Dallas Counties. The cost allocation for early exercise of the option for the enterprise license is shown in the table below.

Cost Allocation – Travis, Tarrant and Dallas Counties Participating

			Contract Amount - Planned for FY 2015	Discounted Amount: Full Payment October 2013	Savings
Enterprise License			\$ 6,576,890.00	\$ 5,576,890.00	\$ 1,000,000.00
Dallas	47.37%		\$ 3,115,472.79	\$ 2,641,772.79	\$ 473,700.00
Tarrant	32.99%		\$ 2,169,716.01	\$ 1,839,816.01	\$ 329,900.00
Travis	19.64%		\$ 1,291,701.20	\$ 1,095,301.20	\$ 196,400.00
	100.00%		\$ 6,576,890.00	\$ 5,576,890.00	\$ 1,000,000.00

Potential License Fee Payment to Travis, Tarrant and Dallas Counties in Fiscal Year 2014

AMCAD estimates and the Urban Counties verifies that up to \$2,740,000 in license fee payments could be collected from other cities and counties in Texas who elect to license the TechShare.Court software through AMCAD in Fiscal Year 2014. Counties and cities that are considering AMCAD's software include, but are not limited to:

- Harris County JP Courts
- El Paso Municipal Court
- Corpus Christi Municipal Court
- Webb County, TX
- Jim Wells County, TX
- Kleburg County, TX
- Maverick County, TX

Legal Impact

No legal impact related to this agenda item.

Recommendation

It is recommended that Commissioners Court approve the addition of \$1,095,301 to the Fiscal Year 2014 budget in anticipation that the County may elect to approve participation in the optional enterprise license agreement for the TechShare.Court software provided by the Urban Counties and AMCAD in October 2013. Please note that PBO is exploring the possibility of using Certificates of Obligation to fund the purchase of the enhanced ownership described above and other TechShare expenditures.



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 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

9/3/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	155001 511971	CJP	Other Purch Serv-Conversion		\$10,967.00	1
		0001	110001 590104	Gen. Admin.	Transfer to Dispute Res Ctr Fd	\$10,967.00		

Note: If needed, allow PBO to transfer an additional amount up to \$15,000 at the end of September and process as an automatic

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	137044 501010	Sheriff's Office	Salaries - POPS		\$750,000.00	6
		0001	137049 511120	Sheriff's Office	Other Medical Services	\$750,000.00		



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

August 27, 2013

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the printed name.

Re: Budget Transfer for Dispute Resolution Center Revenue Shortfall

The revenue the Dispute Resolution Center (DRC) receives from the County is based on the Alternative Dispute Resolution (ADR) fee that is charged in certain civil cases filed in the Travis County Court System. The FY13 certified revenue for this fund is \$432,843. The expenditures are budgeted in a special revenue fund (0104).

As of August 27, 2013, the total revenue is anticipated to be \$421,876, which is \$10,967 short of projections. The contract with the DRC specifies that the County must pay the Center the full amount that is budgeted during the fiscal year. Therefore the DRC General Fund transfer will need to be increased to make up the revenue shortfall for FY13. Criminal Justice Planning will internally fund the transfer increase for this fiscal year. Since the transfer G/L account is located in General Administration, Commissioners Court approval is needed for this budget amendment per FY13 Budget Rules.

After discussions with the Auditor's Office, it is possible that the final revenue shortfall will be greater than \$10,967. PBO requests that any additional shortfall be covered by Criminal Justice Planning's operating funds and such a transfer be considered an "automatic". This amount should not exceed an additional \$15,000. Please note that the Dispute Resolution Center is requesting an additional \$40,000 to be added to their General Fund transfer for FY14. That item was discussed at their August 8, 2013 budget hearing and is listed on the Budget Agenda Worksheet that was distributed to Commissioners Court members on August 20th. Please see departmental memo and contract for additional details. PBO recommends this transfer of funds.

CC: Roger Jefferies, County Executive for Justice & Public Safety
Mitchell Goertz, Criminal Justice Planning,
Lisa Weger, Dispute Resolution Center,
Adrienne Yust, Auditor's Office,
Dan Wilson, Auditor's Office,
Leslie Browder, County Executive for Planning & Budget,
Jessica Rio, PBO,
Diana Ramirez, PBO



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

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

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

To: Leslie Browder, County Executive, PBO
Jessica Rio, PBO
Katie Gibson, PBO

From: Roger Jefferies, County Executive, Justice and Public Safety
Mitchell Goertz, Financial Analyst, JPS

A handwritten signature in black ink, appearing to be "RJ", written over the name "Roger Jefferies" in the "From:" field.

Date: August 27, 2013

SUBJECT: TRANSFER OF FUNDS TO FY 2013 CONTRACT BETWEEN TRAVIS COUNTY AND DISPUTE RESOLUTION CENTER

Each year the budget for the Dispute Resolution Center, which is in the Justice and Public Safety budget, is estimated from fee revenue generated by civil court case filings and a supplement from the general fund agreed to by the DRC and the County. Based off the 4th revenue estimate for the Dispute Resolution Center, revenue is lower than previously estimated at the beginning of the year. Therefore the supplement of \$41,665 agreed to at the beginning of the fiscal year is not sufficient and will cause a shortfall in the DRC's funding for FY 2013.

Travis County is contractually obligated per the Contract Between Travis County and Dispute Resolution Center, Second Amendment, section 4.3 (see Attachment A), to pay the full amount of approved budgeted funds set forth at the beginning of FY 13 (\$432,8430). In order to make the DRC's budget whole for FY 2013, we are requesting a transfer of \$10,967 from CJP's operating funds to the DRC to cover lost revenue in FY 13.

c: Travis County Auditor's Office
Travis County Purchasing Office

Attachments

**SECOND AMENDMENT OF CONTRACT
BETWEEN TRAVIS COUNTY AND DISPUTE
RESOLUTION CENTER**

This Amendment is entered into by the following parties: Travis County, a political subdivision of Texas, ("County") and Dispute Resolution Center, a non-profit corporation ("Contractor").

County and Contractor entered into a novation of contract on December 13, 1989 ("Contract") in which Contractor agreed to provide services and County agreed to provide funds in equal installments.

County and Contractor entered into a first Amendment of Contract with an effective date of October 1, 1990.

County and Contractor, in order to facilitate continuation of the Contract, desire to change the method of payment.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, the parties agree to change the Contract as follows:

1.0 Definitions

1.1 Delete 1.3 in the Contract as amended by the first amendment and replace with the following:

1.3 "County Contribution" means the amount that Travis County Commissioners Court approves for payment to Contractor for any fiscal year during the County budget adoption process.

1.2 Delete 1.51 in the Contract as amended by the first amendment.

2.0 Contractor Performance

2.1 Delete 3.11 in the contract as amended by the first amendment.

3.0 County Performance

3.1 Delete 4.2, 4.3, 4.4, and 4.7 from the Contract as amended by the first amendment and replace with the following:

4.2 In consideration of full and satisfactory performance of the services and activities referred to in 3.0 of this contract, during each fiscal year County shall provide funds not to exceed the County Contribution approved in compliance with 3.7 and 4.1 for the fiscal year in which the payment is made.

→ 4.3 County shall pay the County Contribution in twelve (12) equal installments at the end of each month of the fiscal year. Each installment shall be in amount equal to one-twelfth (1/12) of the full amount of approved budgeted funds.

4.4. County shall not pay any amount in excess of the County Contribution unless this Contract is amended in compliance with 18.0.

4.7 County shall not be liable for costs incurred or performances rendered by Contractor before or after the contract period.

4.0 Incorporation

County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Second Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract. The Contract with the changes made in this Second Agreement constitutes the entire agreement between the parties and supercedes the first amendment and any prior undertaking or written or oral agreements or representations between the parties.

5.0 Effective Date

This Amendment is effective October 1, 1991 when approved by Commissioners Court.

TRAVIS COUNTY

DATE: 10/29/91

BY: [Signature]
 Bill Aleshire
 County Judge

DISPUTE RESOLUTION CENTER

DATE: _____

BY: [Signature]
 NAME: Carol Moran
 Its Duly Authorized Agent

Header Information for Entry Doc Number 400003511

Doc. Number 400003511 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2013 Doc. Date Aug 27, 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

Additional Data

Creator GOERTZM Creation Date Aug 27, 2013 Creation Time 15:46:32

Resp. Person Year Cohort Public Law

Legislation

Lines

Total Document 0 10 967 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1550010001	511971	1210	NOT-RELEVANT NON-FUNDED-PROGRAM	-10,967	Transfer of funds from CJP to DRC
000002	0001		1100010000	590104	1110	NOT-RELEVANT NON-FUNDED-PROGRAM	10,967	Transfer of funds from CJP to DRC

[Signature] August 28, 2013



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

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

MEMORANDUM

TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Assistant Budget Director
DATE: August 6, 2013
SUBJECT: Internal Reallocation from Travis County Sheriff's Office Vacancy Savings to cover shortfall in Medical Services

The Travis County Sheriff's Office is requesting to transfer \$750,000 from projected vacancy savings toward their other medical services line item. Expenditures for other medical services can vary significantly by year depending on the medical needs of inmates. The Sheriff's Office has reported their inmates this year have experienced longer and more costly medical stays and outpatient treatments. One example noted by the office is that a larger number of inmates have required dialysis this year compared to the past and these costs have increased 600% per treatment since FY 2011. The Sheriff's Office has explored and will continue to explore how to mitigate these increases.

Expenditures have often exceeded the original budget for this line item, but have been typically been covered from other savings. Expenditures for this line item exceeded the original budget by \$452,922 in FY 2012 but were \$195,000 less than the original budget in FY 2011. The office has already transferred over \$400,000 from other operating line items toward this FY 2013 need. The Sheriff's Office believes it is conceivable that they could require an additional \$200,000 later in September as a worst case scenario.

The Planning and Budget Office and the Travis County Sheriff's Office have been refining the estimate of required funds since May and this analysis has been incorporated into the expenditure estimates for FY 2013. The Planning and Budget Office and the Sheriff's Office will prepare one additional estimate for this expense once August closes to determine if any additional funds will be required for FY 2013. The FY 2014 Preliminary Budget includes an additional \$400,000 for additional resources for other medical services based on preliminary estimates from June. Based on current overall projections for the office, the Planning and Budget Office continues to believe that the overall budget for the Sheriff's Office in FY 2014 plus the special overtime reserve of \$1,000,000 should be sufficient for all required resources for next year.

We recommend approval of the internal transfers to cover needed mandated expenses.

cc: Greg Hamilton, Travis County Sheriff
Major Phyllis Clair, Major Darren Long, Major Mark Sawa, Paul Matthews, Maria Wedhorn,
Leslie Browder, Jessica Rio, Diana Ramirez, PBO



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

August 21, 2013

MEMORANDUM

TO: Travis Gatlin, Planning and Budget

FROM: Paul B. Matthews, CPA, Travis County Sheriff's Office Finance Manager *Dm*

SUBJECT: Budget Adjustment for Medical Service Line Item

The purpose of this memorandum is to request approval to move \$750,000 from salary savings within the Correction Bureau (Fund Center 137044001) Salaries-Pops line item (501010) to the other medical services line (511120) within the Sheriff's Office budget.

During FY2013, the Sheriff's Office has experienced a large number of sick inmates with higher levels of acuity. Consequently, our inmates have experienced longer and more costly hospital stays. Although we have already transferred over \$400,000 from other areas of our budget to cover shortfalls in the medical services area, it is the TCSO Finance Office's belief that *at least* \$750,000 will be needed to meet remaining obligations in this area for FY2013. However, based on recent medical expense rates, it is still conceivable that this figure could grow to \$950,000 depending on the individual medical issues future jail inmates experience during the remainder of August and September.

Although the final expense in our medical line item could vary by an additional \$200,000, TCSO Finance will continue to attempt to identify other savings within our budget to internally cover this shortfall. However, if such savings cannot be identified, TCSO will need to work the Planning and Budget Office to cover projected shortfalls.

Please call me at 854-9234, if you would like any additional information.

cc: Greg Hamilton, Travis County Sherriff's Office
Major Mark Sawa, Travis County Sheriff's Office
Major Darren Long, Travis County Sheriff's Office
Maria Wedhorn, Travis County Sheriff's Office

Header Information for Entry Doc Number

400003460

Doc. Number 400003460 Doc. Status Preposed FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Aug 21, 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 HOLLISL Creation Date Aug 22, 2013 Creation Time 08:32:51
 Resp. Person Public Law
 Legislation

Additional Data

Header Text For Other Medical Services Deficit

TextName

Lines

Total Document 0 750 000 USD

from salary savings to medical services

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1370440001	501010	1410	NOT-RELEVANT NON-FUNDED-PROGRAM	-750,000	TO cover shortfall of medical service from salary
000002	0001		1370490001	511120	1410	NOT-RELEVANT NON-FUNDED-PROGRAM	750,000	

AG in August 27, 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
(\$35,000)	County Attorney	6/25/2013	Legal Services-Congressional Redistricting
(\$4,038)	Various	8/20/2013	Approved by CC for FY13 portion of ACC intern program
\$6,059,074	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
(\$10,459)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$2,399,805)	Total Possible Future Expenses (Earmarks)
\$3,659,269	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
(\$150,000)	TNR	7/23/13	Guardrail and ADA Sidewalk Impvts.
\$1,074,826 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
\$ (90,000)	Failing Vehicles
\$ (250,000)	FM 1626 ROW Purchases
\$ (970,929) 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
\$(880,000)	TNR	7/16/23	Fuel
\$120,000 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
\$(168,959)	Juvenile Probation	8/27/13	Residential Placement
\$250,000 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 Infrastr.
(\$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)	HHS	8/27/13	Austin Travis County Integral Care local match
\$0 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
\$901,912	FMD	6/25/13	Transfer back to Unallocated Resv.
\$2,302,015	EMS	6/24/13	Transfer back to Unallocated Resv.
\$877,000	TNR	6/27/13	Transfer back to Unallocated Resv.
\$2,941,500	ITS	7/11/13	Transfer back to Unallocated Resv.
\$57,195,853 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 09/03/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget, 854-9726

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual contract with the Office of the Attorney General for the Other Victim Assistance Grant program in the County Attorney's Office;
- B. New contract with the Texas Bar Historical Foundation for a grant to assist with the historical preservation of documents in the District Clerk's Office;
- C. Contract amendment to the Title IV-E Legal Administration grant in the District Attorney's Office; and
- D. Annual contract with the Corporation for National and Community Service for the Coming of Age grant program in Health and Human Services and Veterans Service Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A & D are routine renewals of existing programs. Item B is a new small grant in the District Clerk's Office to preserve several volumes of historical records. Item C is a cost neutral amendment to an existing grant that allows the grantor to modify some grant language in the contract.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A requires a match, which is met through internal departmental resources.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

9/3/2013

Created 08-29-13 @ 3:54

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	119 Other Victim Assistance Grant	09/01/13 - 08/31/13	\$42,000	\$0	\$13,236	\$0	\$55,236	1.00	R	S	11
B	122 Texas Bar Historical Foundation	07/24/13 - comp.	\$2,829	\$0	\$0	\$0	\$2,829	0.00	R	S	37
C	123 Title IV-E Legal Administration*	10/01/13 - 09/30/13	\$1,938,612	\$0	\$0	\$0	\$1,938,612	14.00	R	MC	62
D	158 Coming of Age	04/01/13 - 03/31/14	\$35,163	\$324,753	\$0	\$0	\$359,916	4.00	R	MC	69

* Amended from original.

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2013 Grant Summary Report
Grant Applications approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	Create Date
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012	08-29-2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012	08-29-2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012	08-29-2012
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012	08-29-2012
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013	08-29-2012
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013	08-29-2012
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	2/5/2013	08-29-2012
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013	08-29-2012
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013	08-29-2012
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013	08-29-2012
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013	08-29-2012
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013	08-29-2012
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013	08-29-2012
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013	08-29-2012
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013	08-29-2012
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013	08-29-2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart'Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013
123	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	5/14/2013
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)-HAZmat ID	10/01/13 - 11/30/14	\$22,500	\$0	\$0	\$0	\$22,500	-	5/21/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GASID	10/01/13 - 11/30/14	\$9,500	\$0	\$0	\$0	\$9,500	-	5/21/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	5/28/2013
145	National School Lunch/Breakfast Program & USDA School Commodity Program	09/30/13 - 09/29/14	\$307,204	\$0	\$0	\$0	\$307,204	-	6/4/2013
145	The Eagle Soars: An Educational and Career Development Program*	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	6/11/2013
120	Verifying UOCAVA Ballot Inclusion in Election Results	09/01/13 - 11/30/14	\$4,183,575	\$0	\$0	\$0	\$0	1.00	6/18/2013
120	Electronic Transmission of Ballot Portal	09/01/13 - 11/30/14	\$19,950	\$0	\$0	\$0	\$0	-	6/18/2013
145	Enhancing Supervision, Security, and Policies to Ensure Youth Safety	10/01/13 - 09/30/15	\$250,000	\$262,446	\$0	\$0	\$512,446	3.15	7/2/2013
135	Accessible Parking Awareness Campaign	10/01/13 - 03/31/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	7/9/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$21,432	\$0	\$0	\$0	\$21,432	-	7/16/2013
158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/14	\$25,000	\$0	\$0	\$0	\$25,000	-	7/23/2013
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$641,481	\$131,022	\$254,949	\$0	\$1,027,452	11.00	7/30/2013
158	Coming of Age (DADS)	09/01/13 - 03/31/14	\$14,282	\$14,282	\$0	\$0	\$28,564	-	8/13/2013

*Amended from original agreement.

\$52,277,789 \$1,354,555 \$886,098 \$73,588 \$50,388,505 57.70

**FY 2013 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2012.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12-3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12 - 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10 - 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11 - 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11 - 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/21/2013
149	CAMPO Surface Transportation Program- Metropolitan Mobility; Blake-Manor Shared Use Path	05/21/13 - until complete	\$2,208,400	\$651,715	\$0	\$145,866	\$3,005,981	-	5/21/2013
147	Fire Mitigation Assistance Grant- Perdernalles Fire #2959	09/04/11	\$306,990	\$0	\$0	\$0	\$306,990	-	5/28/2013
147	Fire Mitigation Assistance Grant- Steiner Ranch Fire #2960	09/04/11	\$204,379	\$0	\$0	\$0	\$204,379	-	5/28/2013
158	Comprehensive Energy Assistance Program #58120001710	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	-	5/28/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/14	\$823,394	\$0	\$0	\$0	\$823,394	-	7/23/2013
149	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	8/31/13 - 8/31/15	\$2,356,310	\$0	\$0	\$0	\$2,356,310	2.80	7/30/2013
149	LIRAP Local Initiative Projects (LIP) Counterfeit Motor Vehicle Inspection Program (CMVIP)	8/31/13 - 8/31/15	\$1,716,162	\$7,000	\$0	\$0	\$1,723,162	0.50	7/30/2013
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	0.00	8/6/2013
137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	8/13/2013
158	Basic Transportation Needs Fund (Capital Metro Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	0.00	8/13/2013
158	Comprehensive Energy Assistance Program #58120001710*	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	4.00	8/20/2013
158	Comprehensive Energy Assistance Program #58130001651*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	4.00	8/20/2013
158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	8/20/2013

*Amended from original agreement. \$14,971,031 · \$400,027 \$214,286 \$0 \$15,585,344 23.08

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
137	Child Abuse Victim Services Personnel**	09/01/12 - 08/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	Yes
119	Family Violence Accelerated Prosecution Program	09/01/12 - 08/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	Yes
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	Yes
158	Comprehensive Energy Assistance Program	1/1/2013- 12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	Yes
158	Low Income Home Energy Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	No
158	Comprehensive Energy Assistance Program**	1/1/2013- 12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	Yes
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No
Totals			\$927,727	\$607,300	\$1,535,027	128.50			



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Attorney's Office (TCAO)/ Family Violence Division	
Contact Person/Title:	Megan Fox Navarro, Victim Counselor	
Phone Number:	(512) 854-9529 (direct) (512) 854-9415 (main)	

Grant Title:	Other Victim Assistance Grant (OVAG)		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Attorney General (OAG), Crime Victim Services Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 42,000	\$ 0	\$ 13,236	\$ 0	\$ 55,236
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 42,000	\$ 0	\$ 13,236	\$ 0	\$ 55,236
FTEs:	1.00	0.00	0.00	0.00	1.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of victims served by OVAG Funded Victim Counselor	577	635	500	500
2.	Number of victims given victim advocacy	180	188	150	150
3.	Number of victims assisted with Crime Victims Compensation	105	192	100	100
+ - Measures for the Grant					
1.	Number of victims provided with Information and Referrals by OVAG funded Victim Counselor	463	635	500	500
Outcome Impact Description					
2.	Number of Volunteers in Family Violence Division	4	5	4	4
Outcome Impact Description					
3.	Number of victims assisted with VINE by OVAG funded Victim Counselor	25	92	75	75
Outcome Impact Description					

PBO Recommendation:

PBO concurs with acceptance of this continuation grant that has been awarded for the past four years. The County Attorney's Office will internally fund the \$13,236 of Fringe Benefit Costs over the grant award of \$42,000 for this position.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The OVAG grant has been funded without interruption since 2009. The primary function of this victim counselor position is to outreach to victims of criminal cases in a timely manner as well as provide assistance to walk-in clients applying for a protective order. This grant provides our office with a victim counselor who is skilled, educated, and trained to work with victims of family violence. This position is able to assess a victim's needs and provide much needed support, counseling, and referrals during a time when the victim may feel extremely vulnerable and scared. This funding allows victims to have earlier access to safety planning, and education/information about the dynamics around domestic violence as well as how the criminal justice system works. This position enhances the already existing victim services program at the TCAO and for the last four years, has proven to be an extremely important addition to the Family Violence Division.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This year, the OAG is only granting the award for one year at a time. If our office preforms adequately, we are eligible to reapply for the next year. We are required to provide an office space, desk, telephone, and supplies for the grant funded employee. The Victim Counselor who is currently in this position is using a computer that was paid for with funds from the OVAG grant from 2009.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The OAG allows each applicant to apply for a maximum award of \$42,000 per year, totalling an award of \$84,000 for both Fiscal Year (FY) 2014 and FY 2015.

Currently, in FY 2013, the base salary for this position is \$37,024 with \$16,603 for fringe costs, for a total of \$53,627. Since there is no way to predict if rates will change in the future, for this application, we are including a 3% increase to cover possible changes in benefits in both years.

For FY 2014, the grant funds would cover 100% of the salary and approximately 23% of the fringe costs (\$3,865.28), leaving the County to match approximately \$13,236 from the general fund.

TCAO would like to continue with this grant program and asks that a total of \$13,236 be allotted to keep this position for FY 14.

We feel that this position is an extremely vital part of our division, as the number of family violence victims in Travis County continues to rise each year. Our Family Violence Division also believes that there is a significant importance in being able to outreach to victims early in criminal cases. Early outreach increases victim safety and victim prosecution cooperation, and it also allows our counselors to offer resources and referrals to the victims, a key component in victim restoration. Early outreach also allows our prosecutors to strategize the cases early on and get the victim's input before the offender has a chance to convince the victim to try to drop charges.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No, there is no indirect cost allocation with this grant.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

TCAO is committed to meeting the needs and enhancing services to victims of family violence crimes. That being said, should we lose funding for this position, we would request that the County Commissioner's Court grant a request to fund this position internally. Given today's economic climate, we have no way to know if that request is possible. Should we lose this grant funding, we would continue to rely on the current victim counselors in this division, as well as the University of Texas School of Social Work interns that we have each semester.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

In the next two years, it is our goal to make initial phone contact with victims of criminal Family Violence cases within 30 days of the filing. Since these victims are considered 'high-risk,' we believe that early intervention is extremely important for victim safety. Not only that, reaching out to victims is critical in order to help them feel less overwhelmed by the system and hopefully, more empowered and trusting of the criminal justice system. We want to provide safety planning to victims at a time when it may be needed most. Victims of family violence need early opportunities to give their victim input to us, as well as know what their rights are.

Given that our office is converting to paperless files, a transitional period is predicted as we determine the best method to ensure that timely outreach is occurring in the future.

Victims are also encouraged to come in to our office to apply for a two year protective order as well. Especially on days when there are no social work interns to assist with clients, this grant funded position has proven to be extremely important to help with the significant amount of people wanting to be screened for a protective order every day. This grant position provides essential support to victims in Travis County.

In FY 2012, of the County Court #4 cases where outreach was able to occur (meaning the victim had a working phone where we were able to reach them), that outreach occurred in an average of 26 days. Our office is confident that should this position be funded again, we will be able to decrease that amount of time given our recent transition into a more efficient and paperless system.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

William Derryberry – PBO Analyst
David Escamilla, TCAO
Mack Martinez, TCAO
Chantelle Abruzzo, TCAO
Jessie Mars, Auditor's Office
Dede Bell, Auditor's Office
Alan Miller, PBO
TO: Adriana Peabody, TCAO
FROM: Megan Fox Navarro, LMSW, TCAO
DATE: August 21, 2013
RE: FY 2014, Other Victim Assistance Grant (OVAG) Grant Contract #1444868

Dear William Derryberry,

The Travis County Attorney's Office (TCAO) has received a grant contract from the Office of the Attorney General (OAG), Crime Victims Services Division's *Other Victim Assistance Grant* (OVAG) for the time period of 9/1/2013 – 8/31/2014. The funding from the grant will provide TCAO with 1 FTE Victim Counselor for the Family Violence Division.

The grant award amount is \$42,000 for FY 2014. This positions' salary is \$38,135 with an estimated \$17,101 needed to cover the cost of fringe. Our office is requesting that the county match \$13,236 to cover the remaining costs of fringe for this position.

TCAO is requesting that the Commissioner's Court approve the grant award.

It is important that this issue get on the Commissioners Court agenda for September 3rd, as a signed copy of the grant award must be scanned and emailed to the OAG as soon as possible.

Attached for your review are the following documents:

- 1) Grant Summary Sheet
- 2) Grant Contract

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox Navarro

Megan Fox Navarro, LMSW
Senior Victim Counselor
Office: 512-854-9529, Fax: 512-854-9570
Travis County Attorney's Office Family Violence Division

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ACTING THROUGH
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1444868

This contract is executed between the Office of the Attorney General (OAG) and Travis County acting through the Travis County Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Other Victim Assistance Grant (OVAG) program is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

- a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, assistance with Texas VINE, legal assistance, victim advocacy, and information and referral;
- b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
- d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
- e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2013 and shall terminate August 31, 2014, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this

contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2014-2015 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2014-2015 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. GRANTEE must

submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards (UGMS).

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2013, March 30, 2014, June 30, 2014, and continuing until the last quarterly statistical report which is due on or before September 30, 2014.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;

- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2014, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2014; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the

overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the person, entity, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds

from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate

this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Basis of Accounting. GRANTEE shall adhere to an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards (UGMS) and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15)

calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent permitted by Texas law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and, to the extent permitted by Texas law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent permitted by Texas law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance

is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any

case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a

written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

**TRAVIS COUNTY, FOR THE TRAVIS
COUNTY ATTORNEY'S OFFICE**

Printed Name: _____
Office of the Attorney General

Printed Name: Samuel T. Biscoe
County Judge, Authorized Official

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ACTING THROUGH
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1444868

EXHIBIT A

Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

FORTY-TWO THOUSAND AND 00/100 (\$42,000) DOLLARS.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2014
Personnel	\$38,135
Fringe Benefits	\$3,865
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
Total	\$42,000

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ACTING THROUGH
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1444868

EXHIBIT B

GRANT NARRATIVE

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by GRANTEE in its FY2014-2015 grant application, applies to this contract:

If our office is awarded OVAG grant funding to implement this project for another two years, we will work with the Travis County Commissioner's Court to accept the award. After the grant has officially been accepted and approved, our office may keep the current grant funded counselor in this position. Or, our division director may decide to switch the current employee into a different, county-paid position and then hire externally for this grant. If that transition does occur, it is our office's goal to maintain consistency and make the transition as smooth as possible. If we do hire another applicant for this position, then they would undergo a two to three month orientation period. This would consist of observing and shadowing other victim counselors, reading a new employee manual, observing court hearings, and becoming familiar with daily responsibilities and tasks. This position would train both in our County Court #4 outreach, as well as our Protective Order division. Over the next two years, this position will focus on outreach to victims of criminal cases in order to provide advocacy, offer guidance, and get their victim input. This position would also assist with walk-in protective order applicants as they screen the applicants, complete necessary paperwork, and offer appropriate referrals. The Victim Counselor position will spend an average of 50% of their time on outreaching to victims of family violence cases over the phone. Because our office has recently gone "paperless", we believe that this process will get easier and it will allow our office to begin to reach out to victims within a month's time. This Victim Counselor position will also work with applicants who are applying for protective orders in our office. This will include face-to-face contact while the counselor screens an applicant to see if they qualify for an order, based on how the law defines it. Some cases may need follow-up after the initial contact is made, while other cases may not. This position will offer resources and referrals, guidance on the legal process, as well as ongoing support. When this victim counselor isn't conducting outreach to victims or working with protective order applicants, the remainder of their time will be devoted to other necessary work: documentation, staff meetings, trainings, and victim/witness phone rotation. This position will work Monday through Friday, 8:00 a.m. to 5:00 p.m, with a one-hour lunch break each day. Our office will

supply an office space, supplies, chair and phone. This position will continue to use the computer that this grant purchased for our office in 2009. This position will also complete an activity log every 2 weeks. This activity log will be verified by the Director of the Family Violence before it is submitted to the Auditor's Office. This activity log provides a breakdown by hour of how the grant funded personnel spent their time each day. This activity log will also assist in showing how that position is working towards achieving the goals outlined in this grant.

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ACTING THROUGH
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1444868

EXHIBIT C

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Submit signed Resolution of the Governing Body.



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TRAVIS COUNTY DISTRICT CLERK	
Contact Person/Title:	ROBERT CHAPPELL	
Phone Number:	512-854-6933	

Grant Title:	TEXAS BAR HISTORICAL FOUNDATION		
Grant Period:	From: <input type="text" value="JULY 24, 2013"/>	To: <input type="text" value="UPON COMPLETION"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	TEXAS BAR HISTORICAL FOUNDATION		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 2,829	\$ 0	\$ 0	\$ 0	\$ 2,829
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 2,829	\$ 0	\$ 0	\$ 0	\$ 2,829
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	DB	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	None				
2.					
3.					
+ - Measures for the Grant					
1.	None				
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

This new grant will fund the preservation of historical Travis County records. There is no County funding match required. The District Clerk's Office has opted to fund the preservation of additional records with a special revenue fund as detailed in #3 below. However, this County funding is not required by the grant terms. PBO recommends approval.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The goal is to preserve historical records to their original use and form. The grant will ensure that these documents are preserved for future use. This grant is a new program.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This is a one-time requirement.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

Two volumes will be restored. One will be paid by grant and the other will be paid through the Travis County District Clerk Records Management Fund (0127).

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No. Does not specify in grant rules.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes.

6. If this is a new program, please provide information why the County should expand into this area.

To preserve additional records of historical significance.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will not affect current operation. No performance measures.

TEXAS BAR HISTORICAL FOUNDATION
 PRESERVATION ACCOUNT
 P.O. BOX 13266
 EL PASO, TX 79913

25th 104
 1110
 DATE: 8/19/13

1001

PAY TO THE ORDER OF *Terrell County* \$ 2,829.56

Two thousand eight hundred twenty-eight and 56/100 DOLLARS

CHASE

Member FDIC
Member Chase Bank, N.A.
www.chase.com

MENDO: *W. A. Kloeber-Varez*

@ 00006141: 29207077701001



TEXAS BAR HISTORICAL FOUNDATION

Terms of Agreement for Accepting a Grant from the Texas Bar Historical Foundation

Grant reference number: FY13-002

Please refer to this number in all communications regarding this grant.

The Texas Bar Historical Foundation is pleased to offer this grant subject to your agreement to:

1. Use the grant funds only as specified in the approved grant proposal.
2. Maintain your records to show and account for the uses of grant funds.
3. Allow TBHF access to records to verify grant expenditures and activities.
4. Provide written acknowledgment of receipt of payments of grant funds.
5. Repay within 60 days any portion of the funds not used for the specified purposes.
6. Refrain from use of the funds for any purpose prohibited by law.
7. Publicity:
 - a. Cooperate with any efforts of TBHF to publicize the grant award.
 - b. Include mention of sponsorship of the project by the Texas Bar Historical Foundation in all press releases, news conferences and other media contacts concerning the project. All materials developed or published by the project, including brochures, announcements, flyers, manuals, reports etc., shall mention this sponsorship. Copies of TBHF's logo suitable for reproduction can be provided for your convenience.
8. Reports:
 - a. Comply with reasonable requests for information about program activities.
 - b. A complete program and financial report for the project must be provided within 60 days after the completion of the grant period, or by January 15, 2014, whichever arrives first.

If your organization agrees to these terms, please have an authorized representative sign and return one copy of this letter. We appreciate being able to assist you with your efforts.

I certify that the office of District Clerk of Travis County accepts the terms outlined in this letter:

Amber Rodriguez-Juanes
By

Date

7/24/2013

Travis County
District Clerk
Title

State Bar of Texas Blog : State Bar of Texas Blog : News & Features on Lawyers & Attorneys & Legal Professionals in Austin, Dallas, Houston & TX

About the BarIn 1882, hundreds of judges and lawyers gathered in Galveston to establish the Texas Bar Association, a volunteer organization. Half

[More...](#)

[Home](#) > [News](#) > Texas Bar Historical Foundation Awards Grant

Texas Bar Historical Foundation Awards Grant

Posted on August 15, 2013 by [Patricia McConnico](#)



Travis County District Clerk Amalia Rodriguez-Mendoza gratefully accepted a grant award from the Texas Bar Historical Foundation on Aug. 13, 2013. The funds will be used to preserve the *District Court Civil Minutes: Volume B*, the second oldest in the county.

Volume B accounts for court records from the fall term of 1848 to the fall term of 1849, a time when the State of Texas was asserting itself into the framework of the United States after nearly a decade as an independent republic. This unassuming volume records many significant cases relating to the growth of Texas and its historical figures, such as Sam Houston, the first president of the Republic of Texas. In 1848, Houston served as one of the first senators from Texas in the United States Senate and was considered a contender in the nation's presidential race.

The Texas Bar Historical Foundation selected *Volume B* because the important document has become so fragile—the binding is loose and the pages are brittle and falling from the book block, requiring immediate attention. Once preserved, the records will be publicly accessible and stored in a climate-controlled environment in the Travis County Heman Marion Sweatt Courthouse.

The foundation also selected a similar project in Cameron County to preserve court records detailing the tumultuous history of South Texas.

Pictured above from left, Alexandra Myers Swast, State Bar staff liaison to the Texas Bar Historical Foundation, and Travis County District Clerk Amalia Rodriguez-Mendoza.

Tags: [News](#)

Comments (0)Read through and enter the discussion with the form at the end

2013-04-22

TEXAS BAR HISTORICAL FOUNDATION

Founded in 1986

*Dedicated to the research, collection, preservation and presentation of
information, documents and objects relating to the
Bench, Bar and Judicial System in the State of Texas*

Grant Application Packet

2013

2013-04-22

THE TEXAS BAR HISTORICAL FOUNDATION

GRANT APPLICATION GUIDELINES

The Texas Bar Historical Foundation was established to engage in and support the research, collection, preservation, and presentation of information, documents, and objects relating to the Bench, Bar, and judicial system within the State of Texas.

Eligibility

Grants are made only to Texas nonprofit organizations recognized as charitable organizations by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code, and to Texas governmental entities and subdivisions. Bar Associations, though 501(c)(6) organizations, are encouraged to apply for project support.

The Foundation does not award grants:

- To individuals.
- To be used to influence legislation or support candidates for public office.
- To be used solely for memorials (such as a statue or plaque).
- As additions to endowments.
- For general operating expenses, unless used exclusively for a qualifying project.

Preferences

The Foundation prefers to fund projects that support and reflect the mission and purposes of the Foundation. Accordingly, the Foundation prefers projects that:

- Help members of the public understand the history of Texas laws and the judicial system.
- Strengthen the court system and the administration of justice.
- Produce legal research, publications, and forums furthering the mission and purposes of the Foundation.
- Have secured additional pledges or approved funding
- Preserve and make available historically significant and/or vulnerable public records

2013-04-22

The Foundation prefers not to fund:

- Organizations that in turn make grants to others.
- Fund-raising events or mass appeal solicitations.

As a rule, the Foundation will consider only one application from an organization within a twelve month period. Absent good cause, subsequent proposals from organizations previously funded by the Foundation will not be considered until a full report of the previous grant has been submitted to and accepted by the Foundation.

THE GRANT APPLICATION PROCESS

The Foundation considers and awards grants annually. The application deadline is May 31st at 5:00 p.m. (Central Time) of each year.

At the sole discretion of the Foundation's Trustees, the Foundation may consider grant applications submitted outside of its annual grant application process.

Application Packet – Government Entities

To be eligible for consideration, grant applications from government entities must contain 1 original and 4 copies of the completed Texas Bar Historical Foundation Grant Application, executed by a duly authorized representative.

Application Packet – Required Contents for Other Entities

To be eligible for consideration, grant applications must contain 1 original and 4 copies each of the following.

- Completed Texas Bar Historical Foundation Grant Application, executed by a duly authorized representative of the organization or governmental entity.
- For non-profit 501(c)(3) organizations, a copy of the latest Verification of Tax-Exempt Status from the IRS.
- Statement of Financial Position (balance sheet) from the applicant's latest audit.
- Statement of Activities (actual revenue and actual expenses for a full year) from the applicant's latest audit.
- If applicable, a list of the organizations Board members or Trustees with addresses and telephone numbers.
- Staff roster of the organization or an organizational chart with staff names.

2013-04-22

Application Packet – Optional Contents

Applicants may also submit any of the following in support of their applications (5 of each).

- Cover letter describing the project (2 page maximum).
- News clippings or media releases about the organization or project.
- Brochures or other printed materials about the organization or project.

Conditions of Grants

- The Texas Bar Historical Foundation reserves the right to approve or deny any application solely in its own discretion.
- The Foundation reserves the right to request additional documentation or support materials to evaluate grant requests.
- The Foundation requires that any organization receiving a grant must give credit to the Foundation in any report, publication, or press release it issues regarding the project.
- Grant awards must be used strictly in accordance with the proposal and budget submitted in writing to the Foundation. A grantee must petition the Foundation for permission to make any changes to the project or project budget.
- Semi-annual progress and financial reports will be required.
- A final report that includes a description of the project's outcome will be required, including a statement of the original goals and the progress made toward these goals.
- Grant funds must be used within the grant period as set forth in the grant award. Any funds not used during this period must be returned to the Foundation.
- The Foundation, in its sole discretion, may grant a six-month extension of a grant period upon a showing of good-faith effort to complete the project.

2013-04-22

TEXAS BAR HISTORICAL FOUNDATION

2013 Grant Application Checklist

Required for Government Entities:

- Completed and signed Grant Application Form – *Original & 4 Copies*

Required for Other Entities:

- Completed and signed Grant Application Form – *Original & 4 Copies*
- IRS Verification of Tax-Exempt Status for 501(c)(3) organization – *5 Copies*
- Statement of Financial Position (balance sheet) from latest audit – *5 Copies*
- Statement of Activities (actual revenue and actual expenses for a full year) from latest audit – *5 Copies*
- List of the organization's board members or trustees and their phone numbers – *5 copies*
- Staff roster or organizational chart with staff names – *5 copies*

Optional:

- Cover letter describing the project (2 page maximum) – *5 copies*
- News clippings or media releases about the organization or project – *5 copies*
- Brochures or other printed materials about the organization or project – *5 copies*

Send completed, signed application and all required attachments together in ONE ENVELOPE or PACKAGE to:

**Texas Bar Historical Foundation
P.O. Box 12487
Austin, TX 78711-2487**



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

May 31, 2013

**Texas Bar Historical Foundation
PO Box 12487
Austin, TX 78711-2487**

To Whom It May Concern:

The Travis County District Clerk is the office of record for all proceedings heard in the District Courts. This includes most personal injury lawsuits, disputes involving over \$100,000 in value, family law, tax collection cases, and appeals from nearly all state administrative agencies. Travis County also serves as the court of jurisdiction for the State of Texas. In addition, records of felony and some misdemeanor cases are maintained by the District Clerk.

The District Clerk's office also keeps the minutes of all civil and criminal proceedings in bound volumes which date back to the early 1840's when the office of District Clerk was first created.

In 2008, my office launched an important project to identify district court case files of historical significance and to preserve them in their original form for future use and reference. A case with historical significance was defined as having at least one of the following characteristics:

- The case involved a unique legal issue or controversy, prominent party, or other high profile or newsworthy aspect;
- The case has useful or significant informational content that reflects or exemplifies the cultural, political, economic, or social history of Austin and of Travis County

Administrative Offices
(512) 854-9737
Fax: 854-4744

Civil and Family Division
(512) 854-9457
Fax: 854-6610

Criminal Division
(512) 854-9420
Fax: 854-4566

Jury Office
(512) 854-4295
Fax: 854-4457



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

The next phase of the project was to focus on the preservation of the records identified. With assistance and funding from the Texas State Court Records Preservation Task Force, we were fortunate to have had two separate cases selected to their top "20" notable records to preserve: Travis County Civil Minutes Book "C" and the Ross Sterling vs Miriam "Ma" Ferguson case of 1932.

Additionally, my office was able to add a third case, the Sweatt vs Painter filed in Travis County in 1946, which we funded internally from our Records Preservation Fund.

To help continue our preservation efforts, we identified Travis County Civil Minutes Volume "B", as the next book to be preserved due to its historical nature and poor condition.

We respectfully submit this request for funding for Travis County Civil Minutes Volume "B". If you have any questions, please contact me at 512/854-9737.

We appreciate the opportunity to submit this request and thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink that reads "Amalia Rodriguez-Mendoza".

Amalia Rodriguez-Mendoza
Travis County District Clerk

Administrative Offices
(512) 854-9737
Fax: 854-4744

Civil and Family Division
(512) 854-9457
Fax: 854-6610

Criminal Division
(512) 854-9420
Fax: 854-4566

Jury Office
(512) 854-4295
Fax: 854-4457

2013-04-22

TEXAS BAR HISTORICAL FOUNDATION

2013 Grant Application Form

Date: May 31, 2013

Project Title: Historical Records Preservation

Amount Requested: \$2,828.75

Have Specific Gifts Been Given to the Foundation for this Project or County? If yes, how much? n/a

1. General Organization Information ** please note that not all questions must be answered, as some are not applicable to governmental entities **

Organization Name	Travis County District Clerk		
Address	1000 Guadalupe Street, Suite 306		
City, State, Zip	Austin, TX 78701		
Phone	512-854-9737	Fax	512-854-9737
Web Address	www.co.travis.tx.us/district_clerk/		
Year Established			
Federal ID / EIN #			
Purposes of the Organization	The Travis County District Clerk is the custodian of records for the District Courts of Travis County, Texas.		
Executive Director / CEO	Amalia Rodriguez-Mendoza	Phone	512-854-9737
Title	District Clerk	Fax	512-854-4744
Email address	Amalia.rodriquez-mendoza@co.travis.tx.us		
Primary Contact	Michelle Brinkman	Phone	512-854-5981
Title	Chief Deputy	Fax	512-854-4744
Address	1000 Guadalupe Street, Suite 306		
City, State, Zip	Austin, TX 78701		
Email address	Michelle.brinkman@co.travis.tx.us		
Additional Information If Needed:			

2013-04-22

2. General Project Information

<input checked="" type="checkbox"/> New Project			
<input type="checkbox"/> On-going Project			
Commencement Date:		Projected Completion Date:	Ongoing
Time frame in which funds will be used	From	May 31, 2013	To: Ongoing
Total Budgeted Cost for the Project	\$ 2,828.75		
Other funds available for the Project	Amount	\$	
	Sources		
If you have received a previous grant from the Foundation, please provide:	Date	n/a	
	Amount	n/a	
	Project	n/a	

If this is an official court record or document preservation project, please fill out the following questions. If this is a grant request for other projects, please jump ahead to question 7.

3. Please describe the record(s) selected for preservation and conservation treatment, including the dates created and the format (bound, used to be bound, case files, etc). How would you describe their historical significance, evidential, or informational value?

Travis County District Court Civil Minutes "Volume B" accounts for court records from the Fall Term of 1848 to the Fall Term of 1849. The State of Texas was asserting itself into the framework of the United States after nearly a decade as an independent Republic. This unassuming volume records many historically significant cases relating to the growth of Texas and its historical figures. One such figure is Sam Houston, the first President of the Republic of Texas. In 1848, he was now serving as one of the first Senators to the US Senate from Texas. In fact, in 1848, Houston was considered a contender for the US Presidency. Many of the entries in this volume relate to historical cases against Sam Houston.

4. What is the current condition of the records? (Fragile, water damaged, brittle, etc.)

The book is extremely fragile and pages are brittle. The binding is loose and the pages are falling from the book block. The book will require excessive mending. As evidenced in the attached photographs, the book is in deteriorating condition and needs some immediate attention.

2013-04-22

5. Where are the records stored? Where do you plan to store the records after they are conserved? Please describe storage details if your grant request includes any requests for upgraded housing or environmental controls.

The records will be stored in a secured climate-controlled environment in the Travis County Heman Marion Sweatt Courthouse, Office of the District Clerk, where other restored historical records are maintained and will be accessible for viewing by the public.

6. Have you selected a vendor? Please attach a vendor quote if available, or detail the estimated costs for this project.

Yes, the vendor selected is KOFILE, quote is attached.

Kofile has been working in the field of public document preservation since 1962. Their specialty is the preservation of public records including books and manuscripts, etc. Staff is trained in paper conservation methods developed specifically for books and documents used by County, Municipal, and other government offices.

7. What are the Project's Goals and Expected Outcomes?

The goal is to preserve records which have sufficient historical significance or other value to warrant their continued preservation for future generations. Civil Minutes Volume B documents periods of early Texas history and the beginning of the court system in Texas as well as the early settlers of Texas.

8. How will the Project support the research, collection, preservation, and presentation of information, documents, and objects relating to the Bench, Bar, and judicial system within the State of Texas?

Civil Minutes Volume B records the early judicial system in the State of Texas in particular the district courts in the state Capitol of Austin.

The preserved court records will benefit the general public by being accessible and available for research or for public exhibitions to schools or other institutions.

9. Is the Project expected to have a statewide impact? If so, how? If not, what area(s) of the state are expected to benefit?

2013-04-22

The City of Austin is the state capitol, and the Travis County district courts serve the Austin area. This volume of court records is representative of the early court system in the State of Texas.

The enduring historical value of Travis County, as the seat of Texas government, will have a statewide impact.

10. Describe how the organization plans to accomplish the Project?

With this grant, the Office of the District Clerk will employ the services of KoFile, which will complete the preservation of this important volume.

11. Describe how the organization will staff the Project?

The vendor will complete all work on this volume, so additional staffing for this project is not required.

12. If the Foundation does not award this grant, how will this project be funded?

We will seek private funding or foundation grants to continue this project. Also, the Travis County District Clerk's Office will use funds from the Records Management and Preservation Fund to preserve some documents as funds become available.

13. If the Foundation does award this grant, will the Project be completed within the grant period requested in #2? If not, how does the organization plan to continue the project after the grant period?

Yes, the project will commence as soon as funding is secured.

14. Please complete the attached Project Budget.

PROJECT BUDGET

INCOME	
List other funding sources	Amount of other funding

2013-04-22

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	<i>Subtotal of all other funding</i>	\$
	<i>Requested Funding from TBHF</i>	\$
	TOTAL INCOME	\$ 0

EXPENDITURES			
	Requested Amounts from the Texas Bar Historical Foundation	Other Funding Sources	Total
Project-related supplies (include postage, office supplies, paper, computer disks, etc.)			
	\$	\$	\$
	\$	\$	\$
Sub-total Supplies	\$	\$	\$
Vendor-Quoted Expenses	\$	\$	\$
KoFile (Minute Book B)	\$ 2,828.75	\$	\$
	\$	\$	\$
	\$	\$	\$
Sub-total Vendor Expenses	\$	\$	\$
Project-related Personnel Costs			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Transportation (specify)	\$	\$	\$
Training (specify)	\$	\$	\$
Sub-total Personnel Costs	\$	\$	\$
Project-related equipment (including software)			
	\$	\$	\$
	\$	\$	\$

2013-04-22

	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Sub-total Equipment Costs	\$	\$	\$
Other Project-Related Expenditures (specify)			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Sub-total Other	\$	\$	\$
TOTAL EXPENDITURES	\$ 2,828.75	\$	\$

2013-04-22

Certification and Signature

I certify that the information contained in this application and any attachments made as part of this application are true and complete to the best of my knowledge and the organization has authorized me as its representative to submit this application. If asked by any authorized official of the Texas Bar Historical Foundation, I agree to provide documentation for information given on this form. I grant permission to the Texas Bar Historical Foundation to use photographs and/or selected quotes on its website and in future publications.

Amalia Rodriguez-Mendoza / 5/31/13
Signature of Authorized Representative Date

Amalia Rodriguez-Mendoza
Printed Name

Travis County District Clerk
Title

• Send completed, signed application and all required attachments together in ONE ENVELOPE or PACKAGE to:

Texas Bar Historical Foundation
P.O. Box 12487
Austin, TX 78711-2487

Questions may be directed to archives@texasbar.com or by phone at (512) 427-1311

KOFILE PRESERVATION

September 24, 2012

Honorable Amalia Rodriguez-Mendoza
Travis County District Clerk
P.O. Box 1748
Austin, Texas 78767
Amalia.rodriguez-mendoza@co.travis.tx.us

Dear Hon. Amalia Rodriguez-Mendoza,

Per your request, we have prepared a non-binding quote for the preservation of the two Travis County District Clerk's historical volumes. KOFILE Preservation is uniquely capable of timely executing this project. We focus on quality and precision, while remaining cost effective. KOFILE Preservation is highly qualified, and has executed similar contracts across the country.

Preservation will minimize the chemical and physical deterioration of the page, and prevent the loss of text. Its goal is to prolong the existence and useful life of the original format. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy. Preservation can incorporate any combination of conservation, treatment, stabilization, preventative care, or digitization—or any maintenance or repair of the existing resource to protect or stabilize it from further deterioration.

Proposed Preservation Services include, but are not limited to:

Conservation Sheets are flattened and surface cleaned. Damaging fasteners are removed, and sheets are mended and repaired. All sheets are deacidified and encapsulated in *Lay Flat Archival Polyester Pockets™*. Encapsulated sheets are rebound in an imitation leather *Disaster Safe County Binder™*. This may include *splitting books with large capacities into two volumes*. Sheets are punched to any hole specifications, and index tabs are repaired/replaced as necessary.

Imaging Imaging includes preparation, batching, and capture while adhering to strict quality control. Images are captured at a minimum of 200 dpi at 256 gray levels, ensuring the highest image quality for poor contrast and difficult-to-read information. Images for target system inclusion are accumulated as Group IV bi-tonal images in a standard TIFF format. Single-page images are stored in .001-.00n (Page Numbers) extensions. For output, images are optimized and scaled to the system. This service also

DOCUMENT PRESERVATION SPECIALISTS

6300 Cedar Springs Road, Dallas, Texas 75235
P: 214/ 351.4800 F: 214/ 442.6669 www.kofile.us

Travis County District Clerk
September 24, 2012

includes:

- Image Processing
- Zonal Image Enhancements
- Deskew
- Despeckle
- Border Removal
- Page Validation
- Image Splitting
- Image Annotations

Our technicians are trained to handle fragile documents. We always default to the U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. We work with key stakeholders to ensure that the requirements are understood, technology is applied appropriately, and benefits exceed expectations. We do not subscribe to the "scan it and forget it" philosophy.

Price Quote:

TRAVIS COUNTY DISTRICT CLERK					
Price Quote is good for 60 Days. Pricing includes shipping and handling.					
RECORDS SERIES TITLE	VOL.	PAGE COUNT	CONDITION	NOTES	PRICE
CIVIL MINUTES	A	609	Fair	Bound book with manuscript sheets. Evidence of water damage, and resulting mold growth. Index in the front and back.	\$2,892.75
CIVIL MINUTES	B	385	Very Poor	Manuscript sheets. Binding is loose, and pages are falling from the book block. Pages are brittle and fragmented, and will require excessive mending. There is tape present on one page. Index in the front and back.	\$2,828.75
TOTAL					\$5,721.50

KOFILE Preservation is proud to preserve the pages of American history. To date, we have converted in excess of one billion public records. We are committed to implementing a solution that offers professional image processing standards, conforms to key technical specifications, especially fleetness and efficiency, and, in terms of product quality and longevity, provides the highest rate of return on Travis County District Clerk's investment. Our service will insure the survival of the Best Original Image for the application of current and future technologies in Travis County.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Miriam Gray

Miriam Gray
Account Manager
miriam.gray@kofile.us

sgf

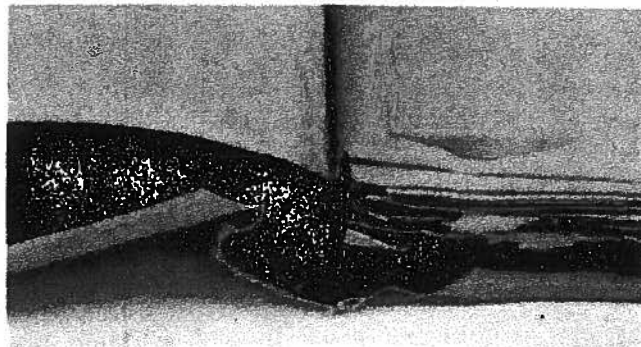
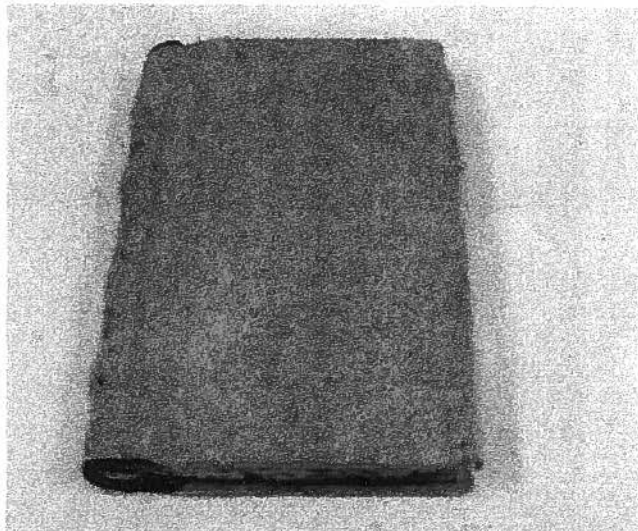
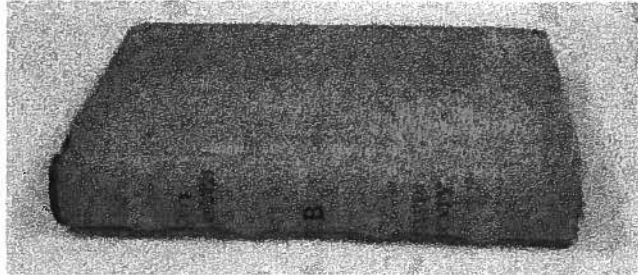


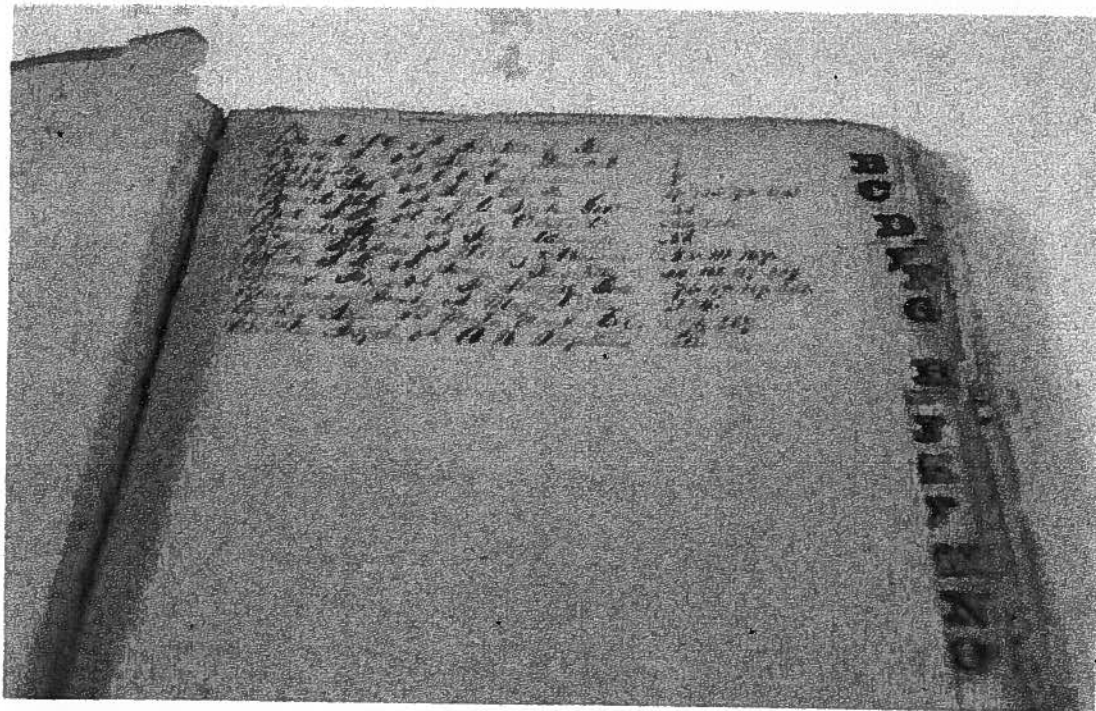
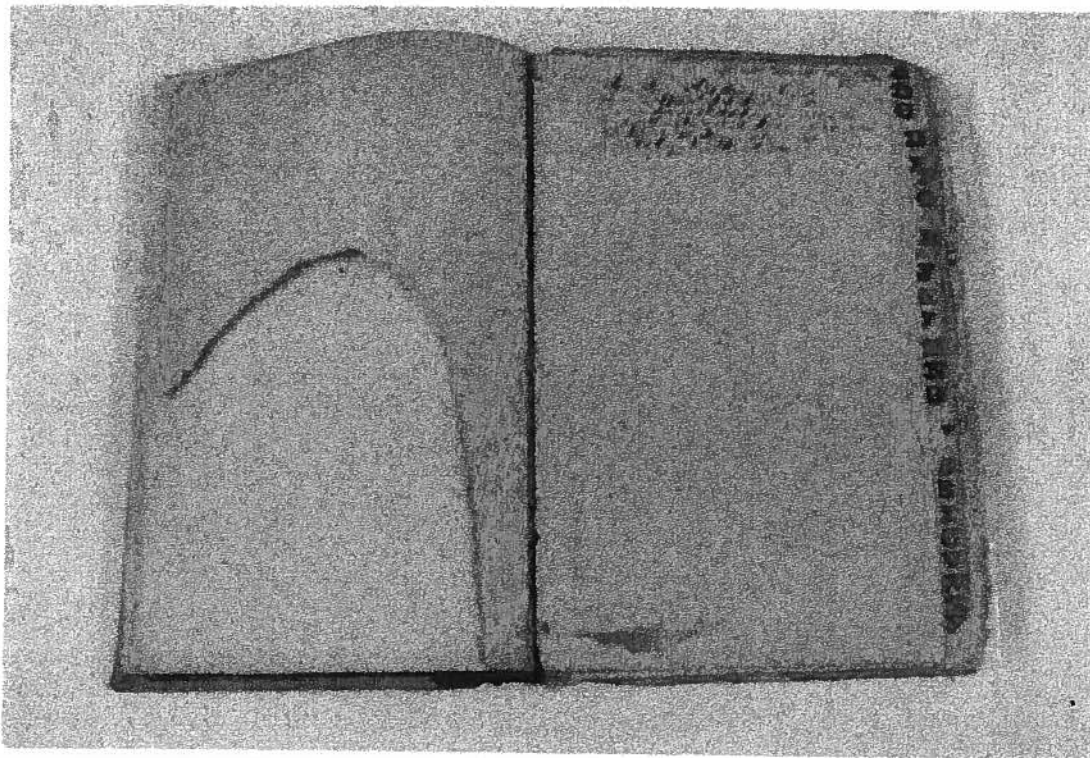
TRAVIS COUNTY DISTRICT COURT
CIVIL MINUTE BOOK B
1848—1849

This historical record accounts for the Fall Term of 1848, and into the Fall Term of 1849. The State of Texas was asserting itself into the framework of the United States after nearly a decade as an independent Republic. This unassuming volume records many historically significant cases relating to the growth of Texas and its historical figures.

One such figure is Sam Houston, the first President of the Republic of Texas. In 1848, he was now serving as one of the first Senators to the US Senate from Texas. In fact, in 1848, Houston was considered a contender for the US Presidency. Many of the entries in this volume relate to historical cases against Sam Houston.

As evidenced by the following photographs, preservation of this volume is an immediate and necessary action. The pages are extremely fragile.





I received a copy of a copy of
 that was at 1862
 As it is not out that in this the
 16th day of October there was held
 and held on and for the County of
 Travis a District Court for the
 Hon. William C. Jones Judge of the
 Peace and one of the Justices
 and 48 Jafford Clerk
 The Court proceeded
 to read the following
 1. George Johnson vs. James Brown et al
 2. High vs. Low et al
 3. ...
 4. ...
 5. ...
 6. ...
 7. ...
 8. ...
 9. ...
 10. ...
 11. ...
 12. ...
 13. ...
 14. ...
 15. ...
 16. ...
 17. ...
 18. ...
 19. ...
 20. ...
 21. ...
 22. ...
 23. ...
 24. ...
 25. ...
 26. ...
 27. ...
 28. ...
 29. ...
 30. ...
 31. ...
 32. ...
 33. ...
 34. ...
 35. ...
 36. ...
 37. ...
 38. ...
 39. ...
 40. ...
 41. ...
 42. ...
 43. ...
 44. ...
 45. ...
 46. ...
 47. ...
 48. ...
 The following is a copy of the
 minutes of the County of Travis
 for the year 1862
 This is a copy of the
 minutes of the County of Travis
 for the year 1862
 The following is a copy of the
 minutes of the County of Travis
 for the year 1862

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	District Attorney's Office	
Contact Person/Title:	Stephen Marquez / Senior Financial Analyst	
Phone Number:	854-9900	

Grant Title:	Title IV-E Legal Administration			
Grant Period:	From:	10/1/12	To:	9/30/13
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Texas Department of Family and Protective Services			
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$1,481,433	0	0	0	\$1,481,433
Operating:	81,619	0	0	0	\$81,619
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	375,560	0	0	0	\$375,560
Total:*	\$1,938,612	\$0	\$0	\$0	\$1,938,612
FTEs:	17.00	0.00	0.00	0.00	17.00

*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The *maximum estimated* reimbursement total is \$349,742. Each quarter, the Travis County Title IV-E caseload percentage factors change which effects actual reimbursement. Federal funds are apportioned to the State for disbursement.

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 13 Measure	Actual FY09	Actual FY10	Actual FY11	Projected FY 12 Measure
Applicable Depart. Measures					
# petitions filed	340	293	324	434	345
# hearings held	3700	265	3265	4073	3750

PBO Recommendation:

The proposed contract amendment is retroactive to August 30, 2013, if approved by the Court. The District Attorney's Office and TDFPS are in agreement about the proposed change and the amendment has no financial impact. PBO recommends approval.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during FY 13.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula (Title IV-E related) = Seminar registration costs + travel, meals and lodging costs x .75

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

This amendment has no financial impact; rather, it restates terms and language of the current contract. The intention of the contract is that, if approved, the terms addressed in the amendment are retroactive to August 30, 2013, regardless of the actual signature date.

**Purchased Client Services Contract
Amendment**

Service Type: Title IV-E County (Legal)

Contract #23940106

Amendment #13-1

This AMENDMENT (Amendment) of contract #23940106 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and Travis County (Contractor).

1. Purpose

Section V of the Agreement stipulates that the Contract may only be modified through a written amendment mutually agreed upon and signed by both parties. DFPS procured this Contract under an Interlocal Cooperation Contract for Title IV-E Legal services and has been amended 0 times.

The parties agree that: (1) changes have been made to federal or state laws, regulations, rules or policies, and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. Section I, Subsection B, Paragraph 1: County's Responsibilities of the Original Contract is modified by the following:

2.2.1. Section I(B)(1)(g) Confidentiality is modified by adding "and Records Retention" to the title as follows:

i. Confidentiality and Records Retention

2.2.2. Section I(B)(1)(g) of the Original Contract is modified by adding:

(iv) THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.

2.2.3. New Section I(B)(1)(p)(i) is modified by adding Subsection (e) to the Contract as follows:

e. Single Audit. All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant

**Purchased Client Services Contract
Amendment**

Service Type: Title IV-E County (Legal)

Management Standards. Contractor will re-procure with the objective of rotating the independent audit firm every six years. Contractor will submit verification of the re-procurement of the independent audit firm for Single Audits.

- 2.2.4. Section I(B)(1)(r)(ii) Suspension, Ineligibility, and Voluntary Exclusion.** Section I(B)(1)(r)(ii) of the Original Contract is deleted in its entirety and the following provision substituted for same.

Ineligibility, Suspension, and Voluntary Exclusion. Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

- a. That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- b. That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- c. That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

- 2.2.5. Section I(B)(1)(r)(iii) Drug Free Workplace Certification.** Section I(B)(1)(r)(iii) of the Original Contract is revised to correct a clerical error by deleting the following language that is struck through as follows:

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement ~~required by paragraph t.iii.a;~~
- d. Notifying the employee in the statement ~~required by paragraph t.iii.a~~ that, as a condition of employment under the grant, the employee will—

**Purchased Client Services Contract
Amendment**

Service Type: Title IV-E County (Legal)

- e. Notifying the agency in writing, within ten calendar days after receiving notice ~~under paragraph r.iii.d.ii~~ from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice ~~under paragraph r.iii.d.ii~~, with respect to any employee who is so convicted—

2.3. Section II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS of the Original Contract is modified by adding Subsection D as follows:

D. Payment

- 1. The County must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion

2.4. Section V MODIFICATIONS. Subsection V(B) of the Original Contract is deleted in its entirety and the following substituted for same:

- B. The parties to this Agreement may make modifications to the Contract according to the requirements of this section.
 - 1. **Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.
 - 2. **Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances.

**Purchased Client Services Contract
Amendment**

Service Type: Title IV-E County (Legal)

- a. to correct an obvious clerical error in this Contract;
- b. to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to Contract #23940106 have duly executed this Amendment to be effective August 30, 2013.

Texas Department of Family
and Protective Services

Contractor: Travis County

Signature
Printed Name: Shelia Brown
Title: Regional Director

Signature
Printed Name: Samuel T. Biscoe
Title: County Judge

Date

Date



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Coming of Age (CNCS)		
Grant Period:	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Corporation for National and Community Service (CNCS)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 25,994	\$ 202,965	\$ 0	\$ 0	\$ 228,959
Operating:	\$ 9,169	\$ 121,788	\$ 0	\$ 0	\$ 130,957
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 35,163	\$ 324,753	\$ 0	\$ 0	\$ 359,916
FTEs:	0.45	5.55	0.00	0.00	6.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.	Number of volunteers referred to nonprofit organizations	3,732	800	800	800
2.	Number of elderly able to continue living in their own homes because of volunteer help	628	500	500	500
3.	Number of agencies using volunteers as part of the effort to maintain services and programs	40	30	30	30
4.	Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	32	30	30	30
Measures for the Grant					
1.	Dept. measures and grant measures are the same	NA	85%	85%	85%
	Outcome Impact Description	85% of organizations provided with Coming of Age volunteers rep			
2.		100%	85%	85%	85%
	Outcome Impact Description	85% of clients served will remain in their homes			
3.		100% reported	70%	70%	70%
	Outcome Impact Description	70% of agencies will report that they maintained services to their c			
4.		100%	80%	80%	80%
	Outcome Impact Description	80% of participating organizations will report that their adult client			
5.		100% reported	90%	90%	90%
	Outcome Impact Description	90% of nonprofits receiving training and technical assistance throu			

PBO Recommendation:

The Health and Human Services and Veterans Service Department (HHSVS) is requesting Commissioners Court approval of a grant award from the Corporation for National and Community Service (CNCS) for grant funds passed through the Texas Department on Aging and Disability Services (DADS). A partial award was approved by Commissioners Court on 4/23/13. This new award of \$33,663 represents the balance of the award. An additional one-time award of \$1,500 is also being granted to the County. The grant requires a match, which is met through HHSVS's annual budget for the Coming of Age program.

The grant requires a 30% match of \$22,286. The \$324,753 listed on the Grant Summary Sheet as County Cost Share includes the required 30% match as well as the excess amount over and above the 30% match that is being used for the program, which CNCS requests that the department delineate.

While the grant guidelines waive the requirement that indirect costs be included in the grant budget if the budget is less than \$50,000, this particular grant budget is only slightly above over that threshold. Because the program has seen a large decrease in funding, PBO concurs with the department not including indirect costs in this grant.

PBO recommends approval of this award.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

Coming of Age focuses on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). One comes directly from CNCS while the other grant comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

Grant Funds: The original grant application was for \$50,495. Due to actions by the U.S. Congress, CNCS provided a partial award of \$16,832 which the court approved on 4/23/13. CNCS is now able to provide the balance of \$33,663 plus a one-time award of \$1,500 that will be used to cover costs of attending a training conference. The total award is \$51,995.

County Cost Share: The grant requires a 30% match of \$22,286. In addition, CNCS wants to know any "excess amount" over and above the 30% match that is being used for the program. The County Cost Share includes the required 30% match as well as the excess amount.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This grant pays for personnel and operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a 30% match of \$22,286. This is covered by the current Coming of Age General Fund budget. No additional funds or staff are required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

As mentioned in the answer to question #1, Coming of Age receives two grants from CNCS. One of the grants is for \$50,495 and the other is for \$24,484. The larger grant was reduced from \$63,119 in FY'11 to the current \$50,495. This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs in the grant due to the funding decrease.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

6. If this is a new program, please provide information why the County should expand into this area.

NA.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The CNCS grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



**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: August 19, 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: Coming of Age grant

Proposed Motion:

Consider and take appropriate action to approve a \$35,163 grant from the Corporation for National and Community Service to help fund the Coming of Age program.

Summary and Staff Recommendation:

Coming of Age Austin Metro (formerly known as Travis County RSVP) broadens the scope of RSVP by focusing on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

The original grant application was for \$50,495. Due to actions by the U.S. Congress, CNCS provided a partial award of \$16,832 which the court approved on 4/23/13. CNCS is now able to provide the balance of \$33,663 plus a one-time award of \$1,500 that will be used to cover costs of attending a training conference. The total award is \$51,995. Travis County is required to provide a 30% match of \$22,286. This is covered by the current Coming of Age departmental budget. No additional funds are needed.

Issues and Opportunities:

Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

Background:

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee** *Travis County through*Travis County Health and Human Services and Veterans Services
PO Box 1748 Austin TX 78767-1748

EIN: 746000192

Award Information

Agreement No.:	11SRWTX002	Project Period:	10/01/2010 - 03/31/2014
Amendment No.:	4	Budget Period:	04/01/2013 - 03/31/2014
CFDA No.:	94.002	Grant Year:	3

Award Description

This award amendment provides the remaining 8 months of funding for your Corporation for National and Community Service Senior Corps grant. The funding includes a one-time augmentation of \$1,500.00 to support training and technical assistance activities.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic Volunteer Service Act of 1973, as amended (42 U.S.C., Chapter 22).

Funding Information

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$16,832	\$35,163	\$51,995
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$16,832	\$35,163	\$51,995

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$143,070
Total CNCS Funds Awarded to Date	\$178,233

Funding Source and Amount

2013--OPE1-P74-OPO-22413-4101 \$35,163.00

Special Conditions

Costs allowed under this grant are limited to those categories contained in signed application package dated 5/28/13.

All other terms and conditions remain unchanged.

Terms of Acceptance: By accepting funds under this grant, the Grantee agrees to comply with all terms and conditions of the grant that are on the Corporation's website at https://egrants.cns.gov/termsandconditions/RSVPTandC_Revised20121001.pdf, all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget(s), supporting documents, and other representations made in support of the approved Grant application.

Corporation for National and Community Service:

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

Travis County Health and Human Services and Veterans Services
PO Box 1748 Austin TX 78767-1748

EIN: 746000192

Corporation for National and Community Service:

 07/24/2013

Lennette B. White, 215-964-6309
Grants Official

Signature Date

Leslie McLain, (512)916-5671
Program Official

Lennette B. White
Name (typed)

Senior Grants Officer
Title

BY:

Samuel T. Biscoe
Travis Co. Judge

Date

August 15, 2013 12:49 PM

Coming of Age Austin Metro**Travis County Health and Human Services and Veterans Services**

Application ID: 13SR151327

Budget Dates: 10/01/2010 - 03/31/2014

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses	232,847	29,882	22,286	180,679
B. Personnel Fringe Benefits	6,710	491	0	6,219
FICA	14,437	1,853	0	12,584
Health Insurance	38,342	2,916	0	35,426
Retirement	29,653	3,806	0	25,847
Life Insurance	475	43	0	432
Total	\$89,617	\$9,109	\$0	\$80,508
C. Project Staff Travel				
Local Travel	400	0	0	400
Long Distance Travel	6,546	4,000	0	2,546
Total	\$6,946	\$4,000	\$0	\$2,946
D. Equipment				
E. Supplies	816	0	0	816
F. Contractual and Consultant Services	7,441	0	0	7,441
I. Other Volunteer Support Costs	1,696	0	0	1,696
Criminal Background Check	0	0	0	0
Total	\$1,696	\$0	\$0	\$1,696
J. Indirect Costs				
Section I. Subtotal	\$339,363	\$42,991	\$22,286	\$274,086
Section II. Volunteer Expenses				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	2,800	1,516	0	1,284
Recognition	18,685	6,488	0	12,197
Volunteer Travel	15,900	1,000	0	14,900
Total	\$37,385	\$9,004	\$0	\$28,381
Section II. Subtotal	\$37,385	\$9,004	\$0	\$28,381
Budget Totals	\$376,748	\$51,995	\$22,286	\$302,467
Funding Percentages		70%	30%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

Retired Senior Volunteer Program Terms and Conditions

Interest Bearing Account Must Maintain Advance Federal Funds

Institutions of higher education and other non-profit organizations covered by OMB Circular A-110 must maintain advance Federal funds in an interest bearing account. Interest earned on advances deposited in such accounts shall be remitted annually in a check, made payable to the U.S. Treasury, to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852. The document transmitting the check must indicate that the payment is interest earned on advanced Federal funds. Interest up to \$250 per year may be retained by the grantee for administrative expenses.

Recognition Events

Grantee will assure that at Recognition events, the Corporation is acknowledged as the Federal agency responsible for the primary Federal funding of the project.

Lobby Disclosure

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Grantee is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Grantee has paid or agreed to pay any lobbying entity 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 a covered Federal action. The report must be submitted to the Corporation State Program Director.

External Evaluation And Data Collection

The grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the grantee must collect and submit certain project data, as defined in the Project Profile and Volunteer Activity (PPVA) and must provide data as requested or needed to support external evaluations.

Grant Period

Unless otherwise specified, the Grant covers a three year project period. In approving a multiyear project period the Corporation makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory progress and the availability of funds. The project period and the budget are noted on the award document.

Federal Financial Reports – Expenditures /Jan to Jun and Jul to Dec

Grantees paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the grant to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

<i>Period Covering:</i>	<i>Report Due:</i>
January 1 to June 30	July 31
July 1 to December 31	January 31

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

Federal Financial Reports – Expenditures /Apr to Sep and Oct to Mar

Grantees paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the grant to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

Period Covering:	Report Due:
April 1 - September 30	October 31
October 1 - March 30	April 30

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

Federal Financial Reporting - Disbursements

Grantees paid through HHS/PMS will report quarterly disbursements to HHS through SMARTLINK II. Grantees will report disbursements using the web based version of the Standard Form 425, Federal Financial Report, no later than 30 calendar days following the end of each quarter.

Annual Progress Report

Grantees must prepare a Progress Report at the end of the 4th quarter of the budget period. The report must be submitted in eGrants no later than 30 days after the end of the designated reporting period.

Recognition of Federal Funding

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with Federal Corporation money, the grantee receiving federal funds, including but not limited to the state and local governments, shall clearly state (1) the percentage of the total cost of the program which will be financed with the Federal Corporation money, and (2) the dollar amount of Federal Corporation funds for the project or program.

Program/Project Manager Authority

The Program/Project Manager for this grant is listed on the face page of the Notice of Grant Award. The Program/Project Manager has full authority to represent the Corporation in connection with management of the technical and programmatic performance of the grant. They are not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal, specifically reserved for the grant officer.

Program Income

Program income is to be used to further the purposes of the grant program for which the award was made. Program income from all sources must be reported and documented. Program income is revenue earned as a direct result of the grant-funded program activities during the award period and must be retained by the Grantee and used to finance the grant's non-Corporation share. Program income earned in excess of the amount needed to finance the Grantee share must follow the appropriate administrative requirements of 45 CFR 2541 or 45 CFR 2543, and cost principles of 2 CFR 205, 2 CFR 225, 2 CFR 230 (formerly OMB circulars A-87, A-122 and A-21) 0148 CFR Part 31 and be deducted from total claimed costs, or with approval from the Corporation through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.

Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

NOTE: This section in no way authorizes the making of sub-grants. A grantee must be authorized to make sub-grants under the national service laws in order to do so.

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received --
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at www.ccr.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

- i. in the subrecipient's preceding fiscal year, the subrecipient received --
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. subawards, and
 - ii. the total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
- 1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. A governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. "Executive" means officers, managing partners, or any other employees in management positions
 - 3. "Subaward":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - 5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Trafficking Victims Protections Act of 2000

This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).

- a. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.
- b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

- c. Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:**
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Prohibited Activities. While charging time to the Senior Corps program, accumulating Service, or training hours, or otherwise performing activities supported by the Senior Corps Program, or CNCS, staff and volunteers may not engage in the following activities:

Political activities. (A) No part of any grant shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

(i) Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or

(ii) Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

(iii) Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.

(B) The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except:

(i) In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or

(ii) In connection with an authorization or appropriations measure directly affecting the operation of the Foster Grandparent Program (FGP), Senior Companion Program (SCP), or Retired Senior Volunteer Program (RSVP).

Non-displacement of employed workers. A Senior Corps Volunteer shall not perform any service or duty or engage in any activity which would otherwise be performed by an employee of the sponsor or which would supplant the hiring of or result in the displacement of employees, or impair existing contracts for services.

Compensation for service. (A) A Senior Corps agency or organization to which Senior Corps volunteers are assigned, or which operates or supervises any Senior Corps program shall not request or receive any compensation from Senior Corps volunteers or from beneficiaries for services of Senior Corps volunteers.

(i) The regulations do not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the Corporation grant.

(ii) A volunteer station may contribute to the financial support of the Senior Corps Program. However, this support shall not be a required precondition for a potential station to obtain Foster Grandparent service, Senior Companion service or to obtain RSVP volunteers

(iii) If a volunteer station agrees to provide funds to support additional Foster Grandparents, Senior Companions, or RSVP volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.

(iv) Under no circumstances shall a Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) receive a fee for service from service recipients, their legal guardian, members of their family, or friends.

Labor and anti-labor activity. The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

Fair labor standards. A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

Nondiscrimination. A sponsor or sponsor employee shall not discriminate against a Senior Corps volunteer on the basis of race, color, national origin, sex, age, religion, or political affiliation, or on the basis of disability, if the Senior Corps volunteer with a disability is qualified to serve.

Religious activities. (A) A Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) or a member of the project staff funded by the Corporation shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

(i) A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use Corporation funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

Nepotism. Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor under Subpart B of this part and with notification to the Corporation.



Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/13

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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 adjustments from Sheriff'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 – 6.

B. Non-Routine Personnel Action – Pages 7 - 11.

Sheriff's Office requests approval for nine salary adjustments that exceeds 10% above midpoint - Travis County Code § 10.03002. 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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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:

Todd Osburn, Human Resources Management Department, 854-2744
Debbie Maynor, Human Resources Management Department, 854-9170
Leslie Browder, Planning and Budget Office, 854-9106

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



HRMD Human Resources Management Department

700 Lavaca Street, 4th Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX (512) 854-9757

September 3, 2013

ITEM # :

DATE: August 23, 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: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Actions – Pages 7 - 11.

Sheriff's Office requests approval for nine salary adjustments that exceeds 10% above midpoint - Travis County Code § 10.03002. 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 Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW	
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	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	08/26/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004958 / Road Maintenance Mgr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$56,000.00
New Hire	New Hire	08/20/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050237 / Contract Compliance Speci / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$53,594.00
New Hire	New Hire	08/15/2013	N/A	N/A	1900 - STAR Flight	30051327 / STAR Flight Medical Direc / 2 - Temporary / 05 - Hourly - Retmt / NCF01 / 00 / \$125.00
New Hire	New Hire	08/26/2013	N/A	N/A	3100 - County Attorney	30000834 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / \$17,304.25
New Hire	New Hire	09/03/2013	N/A	N/A	3100 - County Attorney	30000875 / Investigator / 1 - Regular / 02 - Full Time Non-Exempt / GRD67 / 01 / \$70,779.49
New Hire	New Hire	08/21/2013	N/A	N/A	3150 - County Clerk	30001062 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87
New Hire	New Hire	08/09/2013	N/A	N/A	3455 - Constable Pct 2	30001761 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62

2

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	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	09/03/2013	N/A	N/A	3500 - Sheriff	30002737 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	09/03/2013	N/A	N/A	3500 - Sheriff	30050217 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,710.40
New Hire	New Hire	08/19/2013	N/A	N/A	3650 - Juvenile Probation	30004279 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
Re-Hire	Re-Hire	08/20/2013	N/A	N/A	1450 - Facilities Management	30000533 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
Mobility	Career Ladder	08/06/2013	3500 - Sheriff	30003423 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30003423 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	08/15/2013	3500 - Sheriff	30002572 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002572 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	08/20/2013	3500 - Sheriff	30002087 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002087 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	08/20/2013	3500 - Sheriff	30002166 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002166 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27

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	Career Ladder	07/16/2013	3500 - Sheriff	30002279 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002279 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	08/29/2013	3500 - Sheriff	30002496 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002496 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	08/21/2013	3500 - Sheriff	30002408 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002408 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	08/29/2013	3500 - Sheriff	30002207 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002207 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	08/28/2013	3500 - Sheriff	30002877 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002877 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Demotion	08/01/2013	3650 - Juvenile Probation	30003989 / Juvenile Case Work Mgr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$63,328.51	3650 - Juvenile Probation	30004426 / Training Education Coord II / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$56,995.66
Mobility	Full-Time to Part-Time	08/18/2013	3100 - County Attorney	30000846 / Law Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	3100 - County Attorney	30000846 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / \$17,304.25
Mobility	Lateral Transfer	08/18/2013	3500 - Sheriff	30002607 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,956.77	3500 - Sheriff	30002064 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,956.77

4

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	Part-Time Hours Increase	09/01/2013	3405 - Justice of the Peace Pct 2	30001660 / Court Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD13 / 00 / \$18,907.04	3405 - Justice of the Peace Pct 2	30001660 / Court Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD13 / 00 / \$22,688.45
Mobility	Promotion	08/19/2013	3150 - County Clerk	30000999 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$29,598.40	3150 - County Clerk	30001048 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$33,342.40
Mobility	Promotion	07/01/2013	3500 - Sheriff	30003123 / Victim Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$46,280.00	3500 - Sheriff	30003121 / Victim Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$49,518.98
Mobility	Temporary to Regular	08/19/2013	3150 - County Clerk	30006487 / Elections Operations Clerk III 10 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00	3150 - County Clerk	30000938 / Elections Coord Spc Project Temp 13 / 4 - Special Project / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Salary Change	Salary/Hourly Rate Change	08/26/2013	3460 - Constable Pct 3	30001790 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40	3460 - Constable Pct 3	GRD13 / 00 / \$32,043.96
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30003035 / Building Maintenance Div Mgr / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$80,798.22	3500 - Sheriff	GRD27 / 00 / \$84,838.13
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30003037 / Major / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$122,514.00	3500 - Sheriff	GRD30 / 00 / \$128,639.70
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30001903 / Sheriff Deputy Chief / 1 - Regular / 01 - Full Time Exempt / GRD32 / 00 / \$128,339.00	3500 - Sheriff	GRD32 / 00 / \$130,905.78

5

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
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30001905 / Major / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$120,878.00	3500 - Sheriff	GRD30 / 00 / \$126,921.90
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30002929 / Building Maintenance Div Mgr / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$90,037.17	3500 - Sheriff	GRD27 / 00 / \$91,837.91
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30001907 / Financial Mgr / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$97,633.54	3500 - Sheriff	GRD26 / 00 / \$99,586.21
Salary Change	Salary/Hourly Rate Change	09/01/2013	3500 - Sheriff	30002100 / Major / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$120,878.00	3500 - Sheriff	GRD30 / 00 / \$126,921.90

6

NON-ROUTINE SALARY CHANGE ACTIONS				
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
3500 - Sheriff	30001897 / Planning Mgr / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$89,159.41	3500 - Sheriff	GRD24 / 00 / \$93,617.38	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30002102 / Corrections Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$117,860.00	3500 - Sheriff	GRD28 / 00 / \$123,753.00	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30002303 / Corrections Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$117,860.00	3500 - Sheriff	GRD28 / 00 / \$123,753.00	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30002439 / Corrections Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$116,854.00	3500 - Sheriff	GRD28 / 00 / \$122,696.70	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30002676 / Corrections Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$116,854.00	3500 - Sheriff	GRD28 / 00 / \$122,696.70	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30002927 / Corrections Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$116,854.00	3500 - Sheriff	GRD28 / 00 / \$122,696.70	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

NON-ROUTINE SALARY CHANGE ACTIONS				
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
3500 - Sheriff	30003039 / Law Enforcement Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$119,872.00		GRD28 / 00 / \$125,865.60	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30003177 / Law Enforcement Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$119,872.00		GRD28 / 00 / \$125,865.60	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30003301 / Law Enforcement Captain / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$118,866.00		GRD28 / 00 / \$124,809.30	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



HRMD

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: August 23, 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 and Budget *LB*

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: Sheriff Non-Routine Salary Actions, Multiple Positions

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

Travis County Sheriff's Office Request:

The Travis County Sheriff's Office (TCSO) requests approval to increase the salary of three Law Enforcement Captains (PG 28), five Corrections Captains (PG 28) and one Planning Manager (PG 24) by five percent. The total dollar increase for all positions is \$51,702.57. For each position, the resultant salary would be at or above midpoint + 10%. The proposed actions would apply to the following positions:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001897	Planning Mgr	\$89,159.41	\$93,617.38
30002102	Captain, Corrections	\$117,860.00	\$123,753.00
30002303	Captain, Corrections	\$117,860.00	\$123,753.00
30002439	Captain, Corrections	\$116,854.00	\$122,696.70
30002676	Captain, Corrections	\$116,854.00	\$122,696.70
30002927	Captain, Corrections	\$116,854.00	\$122,696.70
30003039	Captain, Law Enforcement	\$119,872.00	\$125,865.60

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30003177	Captain, Law Enforcement	\$119,872.00	\$125,865.60
30003301	Captain, Law Enforcement	\$118,866.00	\$124,809.30

Policy

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

Issue

The actions are non-routine by policy since the proposed increases would place these employees beyond midpoint + 10% of their respective pay grades.

Recommendation

HRMD recommends approval of TCSO's proposed salary actions. The proposed increases are necessary to restore the internal equity alignment of the Command Staff after the significant increases realized by POPS employees at the beginning of FY 2013. The actions would be effective September 1, 2013. The Planning & Budget Office has verified sufficient funding exists for these actions.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

August 9, 2013

MEMORANDUM

TO: Travis County Judge and Commissioners
FROM: Greg Hamilton, Sheriff *GH*
SUBJECT: Salary Adjustments - Captains, Planning Manager

I am requesting salary adjustments for all of my Captains, and the Planning Manager to be effective September 1, 2013. These adjustments are our continued efforts to correct internal inequities created by the POPS scale increase in 2012.

The substantial pops scale increase of 2012 adversely impacted a large majority of our management positions. Lieutenants and Sergeants are now compensated higher than their classified equivalents. The requested adjustments are necessary to bring parity to the Sheriff's Office chain of command.

To place the Captain's salary higher than the Lieutenants, an initial adjustment was necessary in November 2012. This action, however created compression issues with my higher command staff, and is being addressed in a separate request. The attached report details current salary, increase percentage, increase amount, and new salary for each of these positions. Funding has been confirmed by PBO.

I appreciate your consideration and approval in resolving this issue. Please advise if there are any questions.

GH/tb

cc: Todd Osburn, Compensation Mgr.
Paul Matthews, TCSO Finance Mgr.
Travis Gatlin, Asst. Budget Director
Terri Brown, TCSO HR Mgr.



Safety, Integrity, Tradition of Service



GREG HAMILTON JUDGE

1000 WEST 10TH STREET
ALBANY, NY 12243
518-487-2200
www.judiciary.state.ny.us

CLERK OF COURT
ALBANY COUNTY

ALBANY COUNTY
CLERK OF COURT
1000 WEST 10TH STREET
ALBANY, NY 12243
518-487-2200
www.judiciary.state.ny.us

ALBANY COUNTY

RETURN TO SENDER

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

I, the undersigned, do hereby certify that the within and foregoing are true and correct copies of the records of the Court of Sessions for the County of Albany, New York, for the year ending on the 31st day of December, 2012.

The undersigned does hereby certify that the within and foregoing are true and correct copies of the records of the Court of Sessions for the County of Albany, New York, for the year ending on the 31st day of December, 2012.

I, the undersigned, do hereby certify that the within and foregoing are true and correct copies of the records of the Court of Sessions for the County of Albany, New York, for the year ending on the 31st day of December, 2012.

I, the undersigned, do hereby certify that the within and foregoing are true and correct copies of the records of the Court of Sessions for the County of Albany, New York, for the year ending on the 31st day of December, 2012.

CLERK OF COURT
ALBANY COUNTY
1000 WEST 10TH STREET
ALBANY, NY 12243
518-487-2200
www.judiciary.state.ny.us



ALBANY COUNTY



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 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 \$1,051,311.47 for the period of August 16 to August 22, 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 \$1,051,311.47.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,051,311.47

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: September 3, 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: August 16, 2013 to August 22, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,051,311.47

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,051,311.47.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
AUGUST 16, 2013 TO AUGUST 22, 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: September 3, 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: August 16, 2013
 TO: August 22, 2013

REIMBURSEMENT REQUESTED: \$ 1,051,311.47

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,689,470.09
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Aug 27, 2013	\$ (700,311.64)
SAP corr	\$ 62,153.02
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,051,311.47
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,051,311.47

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

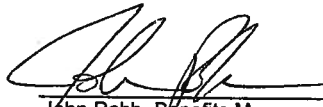
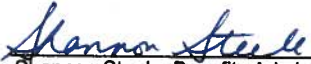
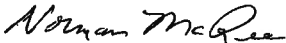
All claims over \$25,000 (1 this week totaling \$42,947.50) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$154,874.36) 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; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$1,598,840.51.

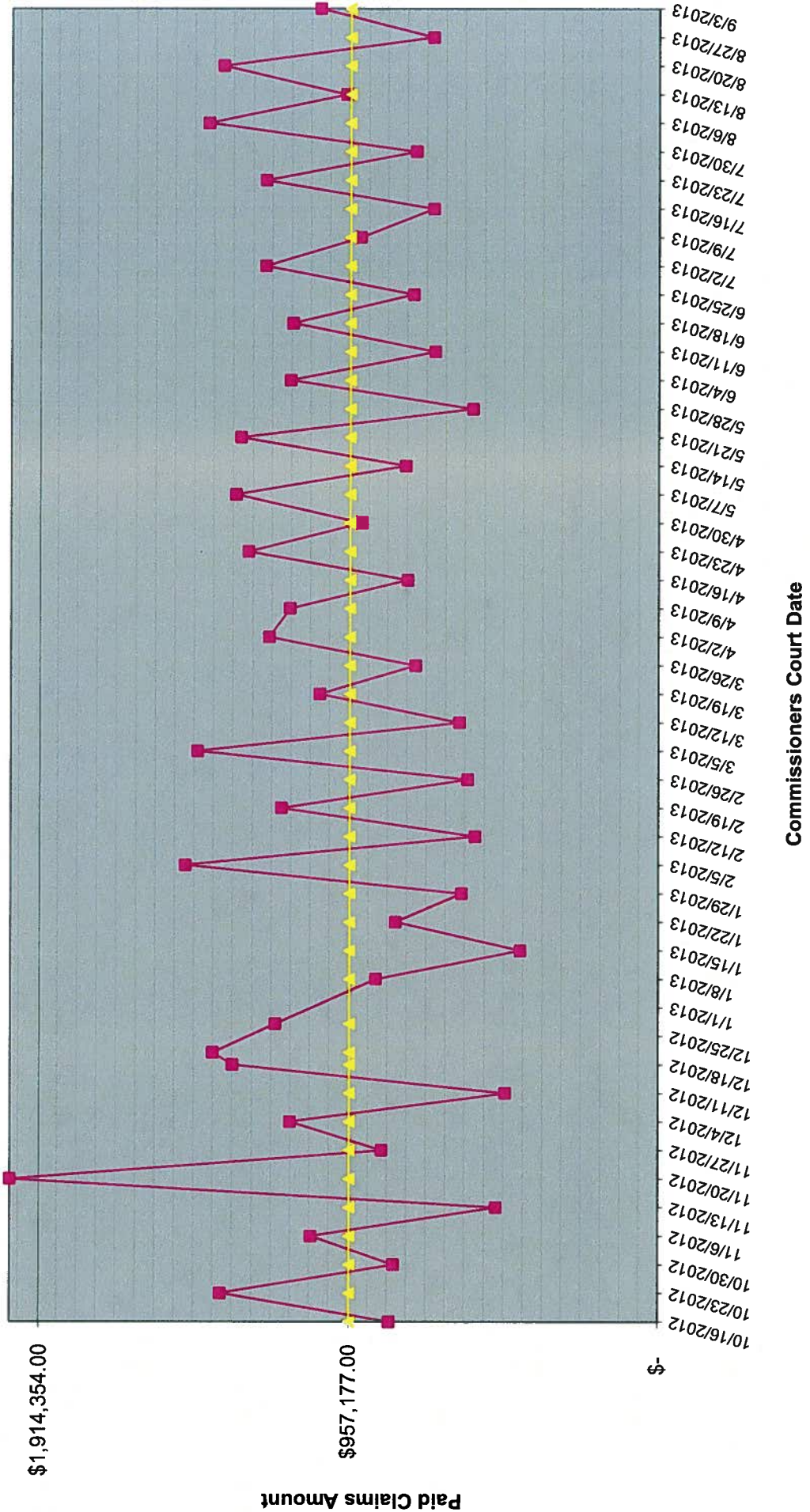
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

	8/23/13
John Rabb, Benefits Manager	Date
	8/23/13
Shannon Steele, Benefits Administrator	Date
	8/23/13
Norman McRee, Financial Analyst	Date

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

Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



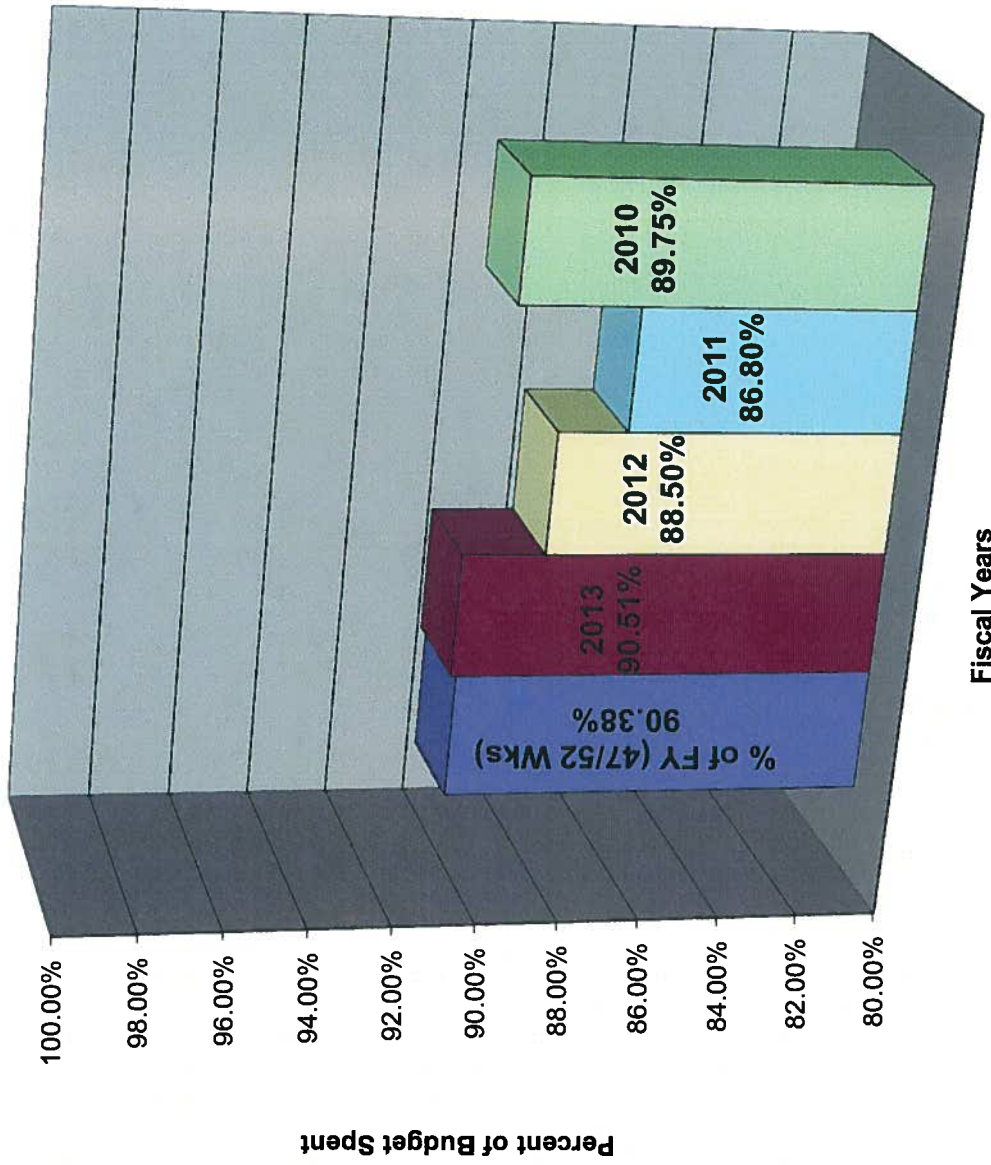
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

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%
38	6/14/2013	6/20/2013	7/2/2013	\$ 1,220,304.06	\$ 957,177.23	4	\$ 138,287.70	75.51%	71.38%
39	6/21/2013	6/27/2013	7/9/2013	\$ 925,240.50	\$ 957,177.23	5	\$ 188,764.35	74.15%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	75.56%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	78.01%	77.11%
42	7/12/2013	7/18/2013	7/30/2013	\$ 753,137.07	\$ 957,177.23	3	\$ 150,618.25	79.52%	78.80%
43	7/19/2013	7/25/2013	8/6/2013	\$ 1,396,563.87	\$ 957,177.23	2	\$ 152,912.69	82.33%	80.77%
44	7/26/2013	8/1/2013	8/13/2013	\$ 970,250.15	\$ 957,177.23	6	\$ 272,294.91	84.28%	82.04%
45	8/2/2013	8/8/2013	8/20/2013	\$ 1,350,843.12	\$ 957,177.23	4	\$ 237,352.49	86.99%	85.14%
46	8/9/2013	8/15/2013	8/27/2013	\$ 700,311.64	\$ 957,177.23	1	\$ 26,622.00	88.40%	86.73%
47	8/16/2013	8/22/2013	9/3/2013	\$ 1,051,311.47	\$ 957,177.23	1	\$ 42,947.50	90.51%	88.50%
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 45,049,169.99	\$ 44,987,329.85	stop loss	\$ (1,598,840.51)
Gross Paid Claims over (under) Original Budget		\$ 61,840.14		

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

Comparison of Claims to FY Budgets Week 47



Norman Mcree

From: SIFSAX@UHC.COM
Sent: Friday, August 23, 2013 12:50 AM
To: Norman Mcree
Subject: UHG FUNDING NOTIFICATION

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-08-23 **REQUEST AMOUNT:** \$1,689,470.09

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-08-22 \$1,034,727.71
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,633,313.29

+ CURRENT DAY NET CHARGE: \$56,156.80
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,689,470.09

ACTIVITY FOR WORK DAY: 2013-08-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$32,290.41	\$00.00	\$32,290.41
TOTAL:	\$32,290.41	\$00.00	\$32,290.41

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_08_22

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	\$ (476.00)	A1	3356843	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (506.88)	QG	92371121	AH	16	5/16/2013	50	8/23/2013	8/22/2013
701254	632	\$ (512.74)	A1	3357743	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (523.31)	A1	3294412	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (549.59)	A1	3303993	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (564.83)	A1	3271033	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (734.81)	A1	3324121	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (898.64)		26	353992	AA	6	8/19/2013	50	8/22/2013
701254	632	\$ (1,037.16)	A1	3315421	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (1,292.02)		26	353899	AH	9	8/19/2013	50	8/22/2013
701254	632	\$ (1,453.33)		26	356228	AA	16	8/20/2013	50	8/23/2013
701254	632	\$ (1,651.53)	A1	3308181	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (1,657.52)	A1	3304068	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (1,718.38)		26	353991	AA	7	8/19/2013	50	8/22/2013
701254	632	\$ (2,423.59)	A1	3357746	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (3,141.93)	A1	3304070	AA	2	8/16/2013	200	8/22/2013	8/22/2013
701254	632	\$ (5,041.66)		26	353834	AA	4	8/19/2013	50	8/22/2013
701254	632	\$ (21,476.18)		26	353835	AA	16	8/19/2013	50	8/22/2013
701254	632	\$ (35,028.83)		26	353833	AA	6	8/19/2013	50	8/22/2013

1,051,311.47

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

For the payment week ending: 08/22/2013

<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>
----------------	------------------	------------	--------------	------------	--------------	--------------	-----------------	-------------------	-------------------

Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 08/22/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 154,018.47
	RR	1110068956	516110	\$ 26,701.52
			Total CEPO	\$ 180,719.99
EPO	EE	1110068956	516030	\$ 187,922.63
	RR	1110068956	516130	\$ 45,307.32
			Total EPO	\$ 233,229.95
PPO	EE	1110068956	516020	\$ 568,563.76
	RR	1110068956	516120	\$ 68,797.77
			Total PPO	\$ 637,361.53
			Grand Total	\$ 1,051,311.47



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Diana Ramirez (512) 854-9694

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on amendment to Interlocal Agreement with Central Health

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Two Travis County offices provide Central Health with services that are reimbursed as part of the interlocal agreement between Travis County and Central Health. The County Attorney's Office provides Central Health with legal advice and counsel. The Cash Investment Office in the Planning and Budget Office (PBO) provides investment and financial management services to Central Health.

This amendment will raise the reimbursement due to the County for the legal services from an amount not to exceed \$399,562 to \$455,880, an increase of \$56,318. This increase will reimburse the County for higher salary and benefits costs.

This amendment will further raise the reimbursement due to the County for investment and financial management services from \$80,771.67 to \$84,318.38, an increase of \$3,546.71. This increase will reimburse the County for the growing workload related to providing these services and higher salary and benefits costs.

STAFF RECOMMENDATIONS:

PBO recommends approval of this amendment.

ISSUES AND OPPORTUNITIES:

The amendment will allow the County to be reimbursed for the services it provides to Central Health.

FISCAL IMPACT AND SOURCE OF FUNDING:

If the amendment is approved, the additional reimbursement amounts will be included in the Auditor's Fifth Revenue Estimate.

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:

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

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

County Judge's Office (512) 854-9555

COPIES TO:

Daniel Wilson, County Auditor's Office

The Honorable David Escamilla, Travis County Attorney

John Hille, Beth Devery, County Attorney's Office

Deborah Laudermilk, Cash Investment Management

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.

**FIRST AMENDMENT OF AMENDED AND RESTATED
INTERLOCAL AGREEMENT BETWEEN CENTRAL HEALTH
AND TRAVIS COUNTY, TEXAS**

This First Amendment of Amended and Restated Interlocal Agreement (this "First Amendment") is entered into between the Travis County Healthcare District d/b/a Central Health ("Central Health"), a hospital district created under Chapter 281 of the Texas Health & Safety Code, as amended (the "Act"), and Travis County, Texas (the "County"), a political subdivision of the State of Texas.

RECITALS

WHEREAS, in September 2012, Central Health and County entered into an Amended and Restated Interlocal Agreement regarding services that County would provide Central Health; and

WHEREAS, Central Health and County desire to amend the Agreement to update the amounts payable for certain Services to ensure that the efficient delivery of health care to eligible residents of Central Health continues;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, Central Health and County agree as follows:

AMENDMENT

1.0 The parties hereby amend Section 1.5 to read as follows:

1.5 County shall provide legal advice and counsel through the Travis County Attorney's Office in compliance with Texas Health and Safety Code Section 281.056, reimbursable to County up to a cost not-to-exceed amount of \$455,880 for Fiscal Year 2013 and each fiscal year thereafter, until amended as allowed by this Agreement. The County Attorney's Office will invoice Central Health monthly for the cost of services. Central Health shall pay the invoice within 30 days of receipt.

2.0 The parties hereby delete Section 1.4 and renumber the remaining sections in Section 1 to reflect the deletion of Section 1.4.

3.0 The parties hereby amend Section 1.1 (A)(I) to read as follows:

- (I) Manage Central Health resources in accounts established so that the balances in the operating account for each day are approximately \$100,000 by using transfers to and withdrawals from local government investment pools;

4.0 The parties hereby amend Section 1.1 (C) to read as follows:

(C) In exchange for the Services described in 1.1 (A) and (B), Central Health agrees to pay County the total sum of \$84,318.38, paid in monthly payments of \$7,026.53 beginning on October 1, 2013. The County Executive for Travis County Planning and Budget Office, and Central Health's President and CEO may amend the amounts of the total sum and monthly payments set forth in this section by an instrument in writing that is signed by both parties.

5.0 Except as provided herein, all terms, conditions, and provisions of the Agreement, as amended remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered on behalf of Central Health and County as of the date set forth below by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

CENTRAL HEALTH

By: _____
Name: _____
Title: _____
Date: _____

TRAVIS COUNTY, TEXAS

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

Handwritten signature of Roger El Khoury with the initials "RBE" below it.

AGENDA LANGUAGE:

Consider and take appropriate action on license agreement to use the "Old County Jail" in the Heman Marion Sweatt Courthouse to shoot a student film on October 19, 2013.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) received a request from Heather Halstead to shoot scenes for a student film she is directing and producing. The tentative title for the film is "Recompense". FMD and Ms. Bonner with the County Attorney's office collaborated on the appropriate license which is at Exhibit One. Ms. Halstead has signed the license agreement, provided the required proof of insurance coverage and agreed to provide a check in the amount of \$100 within 10 days of approval of this license as specified. Ms. Halstead has also agreed to hire off duty FMD security guards or off duty Sheriff's deputies to be with her crew during the entire time they are in the facility.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement which will allow the film crew to use the vacant 6th and 7th floors of the HMS Courthouse.

ISSUES AND OPPORTUNITIES:

Ms. Peg Leidtke, Director of Court Management with the Civil District Courts is aware of the requested use and concurs with the recommendation to approve the license agreement. There are no financial or legal issues that would impact approval of this license agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$100 revenue in administrative fees for the license agreement.

ATTACHMENTS/EXHIBITS:

1. License Agreement
2. Film Synopsis

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office

License Agreement

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Heather Halstead ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Travis County Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to film several scenes in the Old County Jail (located on the seventh floor of the Courthouse) for the purpose of filming a student film, and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph the interior areas of the Property in connection with the production of a short film currently entitled "Recompense" (the "License").

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, the Travis County Sheriff, the Facilities Management Department Director, or their designees, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.6 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

2.0 TERM OF LICENSE

2.1 The License is granted from approximately 7:00 A.M. until 7:00 P.M. on Saturday, October 19, 2013; provided, however, that such dates are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County. In addition, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED DOLLARS AND NO/100 (\$100.00) per day to cover County's administrative, utilities and related costs.

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers or Facilities Management Department (FMD) security personnel (or other qualified security personnel if approved in advance by the Travis County Facilities Management Director) to be present in the licensed areas during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County

above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

6.0 USE AND REPAIRS

6.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Facilities Management Department Director, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

9.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as Exhibit A and made a part hereof.

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in the film production, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

15.1 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 hereinafter specified.

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Heather Halstead
Blazing Lady Productions
1600 Musket Valley Trail
Austin, TX 78754

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

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

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

16.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

LICENSEE:

By: _____
Samuel T. Biscoe
Travis County Judge



Heather Halstead
Title: Director/Producer

Date: _____

Date: 8/14/13

Exhibit A
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2013

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 Movielnsure.com Insurance Services 9036 Reseda Blvd #105 Northridge, CA 91324	AGENT NAME: David Karubian ext. 203 PHONE: 888-688-0772 FAX: 818-294-1702 EMAIL: david@movielnsure.com
INSURED Blazing Lady Productions/ Heather Halstead 1600 Mueket Valley Trail Austin, TX 78764	INSURER AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	SRPG-101-0312	10/12/2013	12/13/2013	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA accident) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COB <input type="checkbox"/> RETENTIONS				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/OWNERS EXCLUDED? (mandatory in IR) If yes, describe your DESCRIPTION OF OPERATIONS below	Y/N N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> WITH Y/N E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder has been added as an additional insured.

CERTIFICATE HOLDER Travis County 314 W. 11th Street Suite 400 Austin, TX 78748	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 David Karubian
--	--

POLICY NUMBER: SRPG-101-0312

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - DESIGNATED PERSON or
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Travis County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of you operations or premises owned by or rented to you.

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

CG 20 26 11 85

Copyright, Insurance Service Office, Inc., 1984

Synopsis – “Recompense”

Recompense is a film set in a post apocalyptic setting where a group has taken over an old prison and began to round up "criminals" and incarcerating them for nefarious purposes. Before the film begins, the main character's sister, Emily, was kidnapped and taken to the prison. The film begins with Emily outside the prison, casing the joint (separate location). She allows herself to be caught by guards, and they take her inside the prison, thinking they have a new inmate. She sees other people who have been wrongly imprisoned and treated poorly as she is walked through the hallways by the guards. She checks each cell as she passes for her sister, and when she sees her, fights off and escapes the guards and rescues her sister. However, when she picks her up, she realizes her sister is already gone, so she leaves the prison with her sister's body and gives her a proper burial (separate location).



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

Handwritten signature of Roger El Khoury in black ink, with the initials "RB" written below it.

AGENDA LANGUAGE:

Consider and take appropriate action regarding the Second Amendment to the lease with Texas Charter Schools Association at 700 Lavaca.

BACKGROUND/SUMMARY OF REQUEST:

Texas Charter Schools Association, a Texas non-profit corporation (Tenant) has indicated their interest in exercising the option to extend the lease for space on the ninth floor for a five year additional term as allowed in the lease. There will not be an option to extend after this new five year term expires. The Tenant is leasing 7,607 square feet of space at Suite 930. The proposed Second Amendment to the lease agreement between Travis County and Tenant is at Exhibit One.

STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) recommends approval of the Second Amendment to the lease between Travis County and Texas Charter Schools Association.

ISSUES AND OPPORTUNITIES:

Approval of this amendment will allow the Tenant to remain in Suite 930 for a final five year term which would start on April 1, 2014 and expire on March 31, 2019. Rent will increase by \$0.75 per rentable square foot for each 12 month period of the amendment after the initial year. The rates were set by negotiation between our real estate broker and the Tenant.

FISCAL IMPACT AND SOURCE OF FUNDING:

Annual rent for the first 12 month period would be \$167,354.00. Total for the 5 year period would be \$893,822.50.

ATTACHMENTS/EXHIBITS:
Second Amendment to Lease Agreement

REQUIRED AUTHORIZATIONS:
Christopher Gilmore, County Attorney's Office, 854-9455.

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN
TRAVIS COUNTY
AND
TEXAS CHARTER SCHOOLS ASSOCIATION**

AGREEMENT (this "Second Amendment") made effective the _____ of _____ 2013 between TRAVIS COUNTY, a political subdivision of the State of Texas, ("Landlord") and Texas Charter Schools Association, a Texas non-profit corporation ("Tenant").

Preliminary Statement

- A. Whereas, Travis Realty Corporation and Tenant entered into that certain lease agreement dated December 22, 2008 ("Original Lease") and amended by first amendment dated August 17, 2010 (the "First Amendment") pursuant to which Tenant leased approximately 7,607 square feet of Rentable Area in Suite 930, as defined in the Lease ("Premises") in that certain building locally known as 700 Lavaca, formerly The Chase Building, ("Building"), located at 700 Lavaca Street, Austin, Texas 78701; and
- B. Whereas, The Original Lease and the First Amendment are collectively referred to herein as the "Lease;" and
- C. Whereas, Travis Realty Corporation sold the Building to Travis County; and
- D. Whereas, Tenant desires to exercise Paragraph 44 of the Lease, Option to Renew; and the Parties desire to otherwise modify the Lease, all as more particularly set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the Premises and the mutual undertakings of the parties, it is agreed as follows:

- 1. **Renewal Term:** Landlord and Tenant hereby extend the Lease for an additional five (5) year term. Such extended term will commence April 1, 2014 and expire on March 31, 2019.
- 2. **Fixed Minimum Rent:** As part of the consideration for the execution of this Second Amendment, beginning on April 1, 2014 and continuing for the duration of the Term, Tenant covenants, agrees and promises to pay Fixed Minimum Rent for the Premises as follows:

<u>Year</u>	<u>Per Rentable Sq. Ft</u>	<u>Per Period</u>	<u>Per Month</u>
4/01/2014 – 3/31/2015	\$22.00	\$167,354.00	\$13,946.17
4/01/2015 – 3/31/2016	\$22.75	\$173,059.25	\$14,421.60

4/01/2016 – 3/31/2017	\$23.50	\$178,764.50	\$14,897.04
4/01/2017 – 3/31/2018	\$24.25	\$184,469.75	\$15,372.48
4/01/2018 – 3/31/2019	\$25.00	\$190,175.00	\$15,847.92

(a) Tenant promises to pay Landlord the Fixed Minimum Rent in advance, without demand, on the first day of each calendar month commencing on April 1, 2014 and continuing until the expiration of the term on March 31, 2019, and in accordance with the terms of the Lease, as such are applicable to the payment of Fixed Minimum Rent there under.

(b) Tenant shall also pay to Landlord Tenant's Prorata Share of Operating Expenses ("Additional Rent"), as such is payable pursuant to the terms of the Lease.

3. **Option to Renew:** Landlord and Tenant acknowledge and agree that all rights of Tenant under Paragraph 44 of the Lease are now utilized, and Tenant will have no further options to renew under the Lease. Neither Landlord nor Tenant may unilaterally extend the term of the Lease after March 31, 2019.
4. **Leaschold Improvements:** In connection with the Second Amendment to Lease, Tenant accept Premises in "as is" condition.
5. **Broker:** Tenant represents and warrants that if it has had dealings or negotiations with any broker or agent in connection with the consummation of this Second Amendment it shall be responsible for those costs. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any loss, cost or liability "including without limitation attorney's fees, disbursements and court costs", for any compensation, commissions or fees claimed by any broker or agent with respect to this Second Amendment or the negotiation thereof, if such claim or claims by any such broker or agent are based in whole or in part on dealings with Tenant or its representatives.
6. **Successors and Assigns:** This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Capitalized Terms:** All capitalized terms not defined herein shall have the same meanings given to such terms in the Lease.
8. **Lease Terms:** Except as expressly amended hereby, the Lease and all of the terms, covenants and conditions of the Lease are hereby confirmed and shall remain and continue in full force and effect.
9. **No Oral Modifications:** This Second Amendment may not be modified or terminated orally and along with the Original Lease and the First Amendment, constitute the entire agreement between the parties with respect to the subject matter hereof. It is acknowledged that no officer, agent, employee, or representative of County has any authority to change the scope of this Second Amendment unless expressly granted that authority by the Commissioners Court of Travis County.

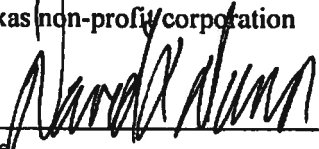
10. **Release:** As a material inducement for Landlord and Tenant to enter into this Second Amendment, Landlord and Tenant each acknowledges that, as of the effective date of this Second Amendment, Landlord and Tenant have fully performed their respective obligations under the Lease; and Landlord and Tenant have no claims against each other by virtue of any matter whatsoever arising out of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

TRAVIS COUNTY

By: _____
Name: Samuel T. Biscoe
Title: County Judge

TEXAS CHARTER SCHOOLS
ASSOCIATION
a Texas non-profit corporation

By:  _____
Name: _____
Title: _____

Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Mike Long, 854-4850; Marvin Brice, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1 to Contract No. 4400001140, Brim, Arnett, Robinett, Connors & McCormick, 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.

Contract No. 4400001140 serves to provide litigation services from an outside counsel requested by the County Attorney's Office.

Modification No. 1 will extend the contract for an additional period of one year, from October 1, 2013 through September 30, 2014.

- **Contract Expenditures:** Within the last 10 months \$5,109.00 has been spent against this contract.
- **Contract-Related Information:**
 - Award Amount: As needed
 - Contract Type: Professional Service
 - Contract Period: September 18, 2012 – September 30, 2013
- **Contract Modification Information:**
 - Modification Amount: N/A
 - Modification Type: Professional Service
 - Modification Period: October 1, 2013 – September 30, 2014

➤ **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: N/A**

Funding Account(s)

Comments:

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

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

DANIEL BRADFORD

ELIZABETH H. WINN

† Member of the College
of the State Bar of Texas

July 31, 2013

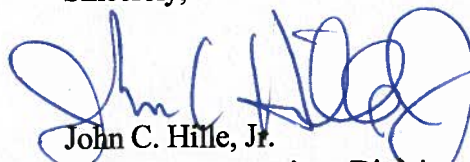
Mr. Mike Long
Purchasing Office
P.O. Box 1748
Austin, Texas 78767

Re: Contract between Travis County and John McCormick; Our File No. 271.28

Dear Mike:

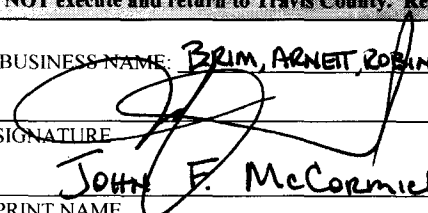
A new contract modification is needed for the contract referenced above. The Contract is set to expire on September 30, 2013, however the case which the litigators are handling is on appeal. Therefore, please prepare a modification to extend the Contract to September 30, 2014.

Sincerely,


John C. Hille, Jr.
Director, Transactions Division

cc: Patti Smith, Travis County Auditor
Sherine Thomas, Travis County Attorney

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 AUG -2 AM 10:31

MODIFICATION OF CONTRACT NUMBER: <u>4400001140-Legal Services</u>		PAGE 1 OF 1 PAGES
ISSUED BY: PURCHASING OFFICE PO BOX 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: August 5, 2013
ISSUED TO: Brim, Arnett, Robinett Connors & McCormick 2525 Wallingwood Dr., Bldg. 14 Austin, TX 78746 Attn: John McCormick	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: 9/18/2012
ORIGINAL CONTRACT TERM DATES: <u>9/18/2012-9/30/2012</u>		CURRENT CONTRACT TERM DATES: <u>10/1/2013-9/30/14</u>
FOR TRAVIS COUNTY INTERNAL USE ONLY:		
Original Contract Amount: \$ <u>As needed</u> Current Modified Amount \$ <u>N/A</u>		
DESCRIPTION OF CHANGES: Upon execution of this modification, the contract is modified as provided below:		
<p>1. Pursuant to section 2.1, the term of the Contract has been extended for an additional period of one year, from October 1, 2013 through September 30, 2014. (the FY 14 Renewal Term”).</p>		
<p>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.</p>		
Note to Vendor/City:		
<input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.		
LEGAL BUSINESS NAME: <u>BRIM, ARNETT, ROBINETT, CONNORS & MCCORMICK, P.C.</u>	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER	
BY:  SIGNATURE		DATE:
BY: <u>JOHN F. MCCORMICK</u> PRINT NAME		
TITLE: <u>SHAREHOLDER</u> ITS DULY AUTHORIZED AGENT		
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		

Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Patrick Strittmatter, 4-1183 and Marvin Brice, 4-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO, Marvin Brice, CPPB

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR 5325 AIRPORT BLVD "FAST STOP" UNDERGROUND STORAGE TANK DEMOLITION, IFB NO. 1306-009-PS, TO THE LOW BIDDER, EXCELL ENVIRONMENTAL, INC DBA EXCELL FUELING SYSTEMS.

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

This project primarily consists of the removal and demolition of the underground storage tank at the former "Fast Stop" gasoline station, located at 5325 Airport Blvd, Austin, TX 78751.

Subject IFB was opened July 24, 2013, with two (2) bids received in response to the solicitation. Facilities Management has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, Excell Fueling Systems for a total of \$56,380.00.

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

- **Contract-Related Information:**

Award Amount: \$56,380.00

Contract Type: Construction

Contract Period: 45 calendar days

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

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 25

Responses Received: 2

HUB Information: Yes*

% HUB Subcontractor: 28%

*Contractor is a HUB, and will be using HUB Subcontractor on project.

➤ **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 in SAP: 300000679

Cost Center(s): 1148000001-522050

Comments:



Patric
8.16.13
YMB

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: ABB25-01-12R-1R

File: 703

TO: Cyd Grimes, CPM, C.P.P.O., Purchasing Agent

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

DATE: August 15, 2013

SUBJECT: Underground Storage Tank Demolition
5325 Airport Blvd ("Fast Stop")
IFB No. 1306-009-PS Award Recommendation

Facilities Management Department (FMD) recommends award of the Underground Storage Tank Demolition at 5325 Airport Boulevard, in the amount of \$56,380, to the apparent low bidder, Excell Fueling Systems. Additionally, the bid included unit prices of:

1. \$99.60 per cubic yard for removal of Class 1 non-hazardous waste and
2. \$63.60 per cubic yard of Class 2 non-hazardous waste

Since the exact volume of non-hazardous waste can't be determined until the tank is removed, these charges, in accordance with the unit price schedule, will be paid by Change Order.

Two contractors bid on the subject project. FMD has reviewed the Bid Tabulation and determined that the low bid is fair and reasonable. FMD recommends award. The construction schedule is 45 calendar days after issuance of notice to proceed, and there are liquidated damages at \$200 per calendar day. The project funds are currently in funds center 1148000001- GL 522050 and encumbered under funds reservation number 300000679.

In accordance with the procedure to secure approval for this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on August 27, 2013. If approved, please issue a fully executed contract to Excell Fueling Systems. Please call Carolyn O'Hara at extension 44285 if you have any questions.

ATTACHMENTS:

1. Bid Tabulation

COPY:

Leslie Browder, County Executive, PBO
 Marvin Brice, CPPB, Assistant Purchasing Agent
 Amy Draper, CPA, Financial Manager
 Jim Barr, A.I.A. LEED AP, Senior Project Manager, FMD
 Carolyn O'Hara, R.A., LEED AP BD&C, Project Manager, FMD

RECEIVED
 TRAVIS COUNTY
 PURCHASING
 OFFICE
 2013 AUG 16 AM 10:31

Bid #1306-009-PS - 5325 Airport Blvd ("Fast Stop") Underground Storage Tank Demolition

Creation Date **Jun 10, 2013**End Date **Jul 24, 2013 2:00:00 PM CDT**Start Date **Jul 3, 2013 1:10:00 PM CDT**Awarded Date **Not Yet Awarded**

Excell Fueling Systems		\$56,543.20 (3/3 items)		
Bid Contact Anna Assarsson anna.a@excellfs.com Ph 512-280-5230		Address 1113-A Regal Row Austin, TX 78748		
Qualifications HUB SB				
Bid Notes Original and copy of bid bond will be submitted to owner.				
Agency Notes:		Supplier Notes: Original and copy of bid bond will be submitted to owner.		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1306-009-PS--01-01	Total Base Bid for Underground Storage Tank Demolition - First Offer	\$56,380.00	1 / base bid	\$56,380.00
Product Code:		Supplier Product Code:		
Unit Amount Text: Fifty six thousand three hundred eighty dollars and no cents		Supplier Notes: Unit Price in Words: Fifty six thousand three hundred eighty dollars and no cents		
Total Amount Text: Fifty six thousand three hundred eighty dollars and no cents				
Agency Notes:				
1306-009-PS--01-02	Optional Unit Rate, Class 1 Non-Hazardous Waste - First Offer	\$99.60	1 / cubic yard	\$99.60
Product Code:		Supplier Product Code:		
Unit Amount Text: Ninety nine dollars and sixty cents		Supplier Notes: Unit Price in Words: Ninety nine dollars and sixty cents		
Total Amount Text: Ninety nine dollars and sixty cents				
Agency Notes:				
1306-009-PS--01-03	Optional Unit Rate, Class 2 Non-Hazardous Waste - First Offer	\$63.60	1 / cubic yard	\$63.60
Product Code:		Supplier Product Code:		
Unit Amount Text: Sixty three dollars and sixty cents		Supplier Notes: Unit Price in Words: Sixty three dollars and sixty cents		
Total Amount Text: Sixty three dollars and sixty cents				
Agency Notes:				

TAS Environmental		\$65,535.00 (3/3 items)		
Bid Contact Lindsey Naylor roconnor@taslp.com Ph 817-535-7222 Fax 817-535-8187		Address 17714 Bannister Street Dallas, TX 75252		
Qualifications CISV LCL SB TX				
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
1306-009-PS--01-01	Total Base Bid for Underground Storage Tank Demolition - First Offer	\$65,395.00	1 / base bid	\$65,395.00

Product Code: Unit Amount Text: Sixty five thousand and three hundred and ninety five dollars Total Amount Text: Sixty five thousand and three hundred and ninety five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Sixty five thousand and three hundred and ninety five dollars for bid total		
1306-009-PS--01-02	Optional Unit Rate, Class 1 Non-Hazardous Waste - First Offer	\$85.00	1 / cubic yard	\$85.00
Product Code: Unit Amount Text: Eighty five dollars Total Amount Text: Eighty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Eighty five dollars per cubic yard		
1306-009-PS--01-03	Optional Unit Rate, Class 2 Non-Hazardous Waste - First Offer	\$55.00	1 / cubic yard	\$55.00
Product Code: Unit Amount Text: Fifty five dollars Total Amount Text: Fifty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Unit Price in Words: Fifty five dollars per cubic yard		

Travis County

Bid 1306-009-PS

Excell Fueling Systems

Bid Contact **Anna Assarson**
anna.a@excellfs.com
Ph 512-280-5230

Address **1113-A Regal Row**
Austin, TX 78748

Qualifications **HUB SB**

Bid Notes **Original and copy of bid bond will be submitted to owner.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
1306-009-PS--01-01	Total Base Bid for Underground Storage Tank Demolition	Supplier Product Code: Unit Price in Words: Fifty six thousand three hundred eighty dollars and no cents	First Offer - \$56,380.00 Text: Fifty six thousand three hundred eighty dollars and no cents	1 / base bid	\$56,380.00 Text: Fifty six thousand three hundred eighty dollars and no cents	Y
1306-009-PS--01-02	Optional Unit Rate, Class 1 Non-Hazardous Waste	Supplier Product Code: Unit Price in Words: Ninety nine dollars and sixty cents	First Offer - \$99.60 Text: Ninety nine dollars and sixty cents	1 / cubic yard	\$99.60 Text: Ninety nine dollars and sixty cents	Y
1306-009-PS--01-03	Optional Unit Rate, Class 2 Non-Hazardous Waste	Supplier Product Code: Unit Price in Words: Sixty three dollars and sixty cents	First Offer - \$63.60 Text: Sixty three dollars and sixty cents	1 / cubic yard	\$63.60 Text: Sixty three dollars and sixty cents	Y
Supplier Total					\$56,543.20	

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001538**

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 **Excell Environmental, Inc., dba Excell Fueling Systems** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the 5325 Airport Blvd ("Fast Stop") Underground Storage Tank Demolition (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

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

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

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "5325 Airport Blvd ("Fast Stop") Underground Storage Tank Demolition"), IFB No. 1306-009-PS are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **45 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$200.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$56,380.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$43,606.77** 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) **\$12,773.23** 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.

Additionally, the Owner may elect to increase the contract amount based on the following Unit Prices: **\$99.60 per cubic yard** for removal of Class 1 non-hazardous waste and **\$63.60 per cubic yard** for removal of Class 2 non-hazardous waste.

- 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, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

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

TRAVIS COUNTY, TEXAS

EXCELL ENVIRONMENTAL, INC.

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

By: _____
Name: Susan Rollins
Title: President
Date: 8/16/2013

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT

Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Patrick Strittmatter, 4-1183 and Marvin Brice, 4-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO, Marvin Brice, CPPB

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR NED GRANGER BUILDING HVAC RENOVATION, IFB NO. 1304-010-PS, TO THE LOW BIDDER, MECHANICAL & PROCESS SYSTEMS, LLC.

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

This project primarily consists of the renovation with upgrades of the HVAC systems at the Ned Granger Building, located at 314 West 11th Street, Austin, TX 78701.

Subject IFB was opened June 12, 2013, with three (3) bids received in response to the solicitation. Facilities Management has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, **Mechanical & Process Systems, LLC** for the base bid amount total of \$1,022,842.00.

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

- **Contract-Related Information:**

Award Amount: \$1,022,842.00

Contract Type: Construction

Contract Period: 240 calendar days

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

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 49

Responses Received: 3

HUB Information: Yes*

% HUB Subcontractor: 5.5%

*Contractor is a HUB, and will be using HUB Subcontractors on project.

➤ **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 in SAP: 300000556

Cost Center(s): 1148000001-522020

Comments:



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-33-12C-4R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

A handwritten signature in blue ink that reads "Roger A. El Khoury".

DATE: August 14, 2013

SUBJECT: Ned Granger Core HVAC Upgrades
IFB No. 1304-010-PS, Contract No. 4400001451

Facilities Management Department (FMD) recommends award of the Ned Granger Core HVAC Upgrades base bid in the amount of \$1,022,842.00 to the low bidder, Mechanical & Process Systems, LLC. Three mechanical 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 240 calendar days after the issuance of the Notice to Proceed.

Funding for this Project is located in the Cost Center-G/L 1148000001-522020. Funds Reservation Document (FRD) 300000556 is in place for \$1,022,842.00. 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 August 27, 2013. If approved, please issue a fully executed contract to Mechanical & Process Systems, LLC. Please call Rick Avery at extension 44780 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 

Rick Avery, AIA, LEED-AP, Project Manager, FMD 

Patrick Strittmatter, CPPB, Purchasing Agent Assistant IV, TCPO

FACILITIES MANAGEMENT

**FR # 30000556
REQUEST FOR
PURCHASE ORDER**

The following number must appear on all related correspondence, shipping papers, and invoices:

GRANGER-SYSTEMS (AH)

TCAB-33-12C-4R
HVAC CORE
UPGRADES

P.O. NUMBER: MOD - FR#30000556

JOB NUMBER: _____

✓ CONTRACT NUMBER: 4400001451

FMD NUMBER: _____

VENDOR	VENDOR TBD MECHANICA+PROCESS SYSTEMS, LLC.	CONTACT	
ADDRESS		PHONE NO.	
CITY/STATE		FAX NO.	

1148000001-522020

P.O. DATE	ACCOUNT NO.	REQ. NO.	F.O.B. POINT	BUYER
	001-1405-821-8102			

COM	SUB	QTY	DESCRIPTION OF MERCHANDISE/SERVICE (OR ENTER REFERENCE #S)	UNIT PRICE	TOTAL
		1	GRANGER SYSTEMS-CORE HVAC(Renovations to include Chillers, Boilers, Cooling Tower and associated dontrols, electrical and piping to replace out-dated systems.) ADJUSTMENT TO ORIGINAL F.R.	219,992.00	219,992.00
			<i>BA Pending from Lava 7 Please process this request when funds have landed @ FMD Thx KE</i>		
see attached paperwork				SUBTOTAL	219,992.00
				Current KT	
				S&H	INCL./FOB DEST.
				NEW TOTAL	1,022,842.00

DELIVERY INSTRUCTIONS:
FMD Contact: Rick Avery (854-4780)

Requisitioned By: _____ Date: _____

Note: _____

Requested By: *KE 7/31/13*
RICK AVERY

For Bldg/Dept: FMD

Authorized By: _____ Date: _____

7/31/13

Bid #1304-010-PS - Ned Grange

Creation Date **Apr 23, 2013**

End

Start Date **May 22, 2013 1:49:25 PM CDT**

Aw

1304-010-PS--01-01 Total Base Bid Amount				
Supplier		U		
<u>MECHANICAL & PROCESS SYSTEMS LLC</u>	<input checked="" type="checkbox"/>	First Offer - \$1,02		
Product Code:				
Unit Amount Text:				
Total Amount Text:				
Agency Notes:				
<u>Peak Pure Air</u>	<input checked="" type="checkbox"/>	First Offer - \$1,08		
Product Code:				
Unit Amount Text: One million eighty seven thousand two hundr nine				
Total Amount Text: One million eighty seven thousand two hund nine				
Agency Notes:				
<u>Wattinger Company Inc.</u>	<input checked="" type="checkbox"/>	First Offer - \$1,26		
Product Code:				
Unit Amount Text:				
Total Amount Text:				
Agency Notes:				
1304-010-PS--01-02 Alternate 1				
Supplier		U		
<u>Wattinger Company Inc.</u>	<input checked="" type="checkbox"/>	First Offer - (\$400		
Product Code:				
Unit Amount Text:				
Total Amount Text:				
Agency Notes:				
<u>Peak Pure Air</u>	<input checked="" type="checkbox"/>	First Offer - (\$369		
Product Code:				
Unit Amount Text: deduct three hundred sixty nine thousand six fifteen				
Total Amount Text: deduct three hundred sixty nine thousand six hundred fifteen				
Agency Notes:				
<u>MECHANICAL & PROCESS SYSTEMS LLC</u>	<input checked="" type="checkbox"/>	First Offer - (\$354		
Product Code:				
Unit Amount Text:				
Total Amount Text:				
Agency Notes:				
1304-010-PS--01-03 Alternate 2				
Supplier		Unit Price	Qty/Unit	Attch. Docs
<u>Wattinger Company Inc.</u>	<input checked="" type="checkbox"/>	First Offer - (\$55,000.00)	1 / lump sum (\$55,000.00)	Y
Product Code:		Supplier Product Code:		
Unit Amount Text:		Supplier Notes: Bid Amount in Words:		
Total Amount Text:				
Agency Notes:				
<u>MECHANICAL & PROCESS SYSTEMS LLC</u>	<input checked="" type="checkbox"/>	First Offer - (\$55,0		Y
Product Code:				
Unit Amount Text:				
Total Amount Text:				
Agency Notes:				

<u>Peak Pure Air</u>	First Offer - (\$54,319.00)	1 / lump sum	(\$54,319.00)	Y
Product Code: Unit Amount Text: deduct fifty four thousand three hundred nineteen Total Amount Text: deduct fifty four thousand three hundred nineteen Agency Notes:		Supplier Product Code: Supplier Notes: Bid Amount in Words: deduct fifty four thousand three hundred nineteen		

Supplier Totals

<u>MECHANICAL & PROCESS SYSTEMS LLC</u>		\$613,197.00 (3/3 items)
Bid Contact -- Ph 512-563-1438 Fax 512-759-2298	Address PO BOX 202366 AUSTIN, TX 78720	
Agency Notes:	Supplier Notes:	
<u>Peak Pure Air</u>		\$663,325.00 (3/3 items)
Bid Contact Ed Peacock ed@peakpureair.net Ph 512-267-2733	Address P.O. Box 5098 Jonestown, TX 78645	
Agency Notes:	Supplier Notes:	
<u>Wattinger Company Inc.</u>		\$805,000.00 (3/3 items)
Bid Contact Mike Cantieri mike@wattinger.com Ph 512-383-2806	Address 114 Ralph Ablanado Drive Austin, TX 78748	
Agency Notes:	Supplier Notes:	

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

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001451**

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 Mechanical & Process Systems, LLC (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Ned Granger Building HVAC 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 Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

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

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

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "Ned Granger Building HVAC Renovation"), IFB No. 1304-010-PS are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **240 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$550.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$1,022,842.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$902,497.00** 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) **\$120,345.00** 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, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

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

TRAVIS COUNTY, TEXAS

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

MECHANICAL & PROCESS SYSTEMS, LLC

By: *[Signature]*
Name: MICHAEL GONSALVEZ
Title: President
Date: 8/21/13

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT

Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

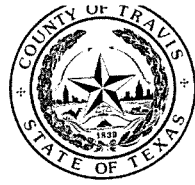
Agenda Language: Approve contract award for Travis County Steiner Ranch at RM 620 Intersection Improvements project, RFQ No. Q110243-LP, to the highest qualified firm, Texas Engineering Solutions, LLC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR, with Purchasing's concurrence, requests contract approval from the pre-qualified list of professional engineering and architecture firms, for the design services of Steiner Ranch at RM 620 Intersection Improvements project, in the amount of \$92,960.00.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that Texas Engineering Solutions, LLC is the most qualified firm for the Steiner Ranch at RM 620 Intersection Improvements project, consisting of realignment of Steiner Ranch Blvd. or Comanche Trail to form a 4-legged intersection with traffic signals at RM 620 in Precinct Two.

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

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, Texas Engineering Solutions, LLC., in the amount of \$92,960.00.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$92,960.00
 - Contract Type: Professional Service Agreement
 - Contract Period: Through Completion
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**
 - Solicitations Sent: N/A Responses Received: N/A
 - HUB Information: Vendor is a HUB % HUB Subcontractor: 31.6%
- **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: N/A
- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 0300000589
 - Funding Account(s): N/A
 - Comments: N/A

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



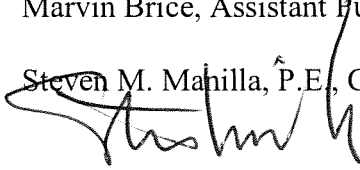
TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street -5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4626

July 31, 2013

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive


SUBJECT: Professional Services Agreement (PSA) for Steiner Ranch at RM 620 Intersection Improvements Project, RFQ # Q110243-LP

The following information is for your use in preparing a PSA and agenda item for Commissioners Court action. Please contact Miguel Villarreal at extension 47586 if you have any questions.

Proposed Motion:

Consider and take appropriate action on a request to approve a Professional Services Agreement for the design of the Steiner Ranch at RM 620 Intersection Improvements, in Precinct Two.

This project will realign Steiner Ranch Blvd or Comanche Trl to form a 4-legged intersection with traffic signals at RM 620 in Precinct Two. The selected firm is expected to provide professional services to produce preliminary plan, environmental documents and cost estimates for realignment of Steiner Ranch Blvd or Comanche Trl at RM 620.

TNR Public Works Department reviewed a list of the engineering firms approved for small design contracts, issued on July 27, 2011, and selected the engineering firm of Texas Engineering Solutions (TES) for scope and fee negotiations. TES was selected from the list because of this firm's prior knowledge and experience working on related engineering projects in the vicinity of this project area. TES is considered as the most qualified firm for this project.

TNR staff has now completed its negotiations with TES and requests that Purchasing Department proceed with preparing and placing an item on the Commissioners Court agenda for the approval of the PSA and award the contract to this consultant.

The estimated consultant fee project cost is approximately \$92,960.00.

Funding for this project is available from bond program savings and has been reserved in:

FRD 0300000589

WBS Element: RDCN.149.000029

Fund: 4036

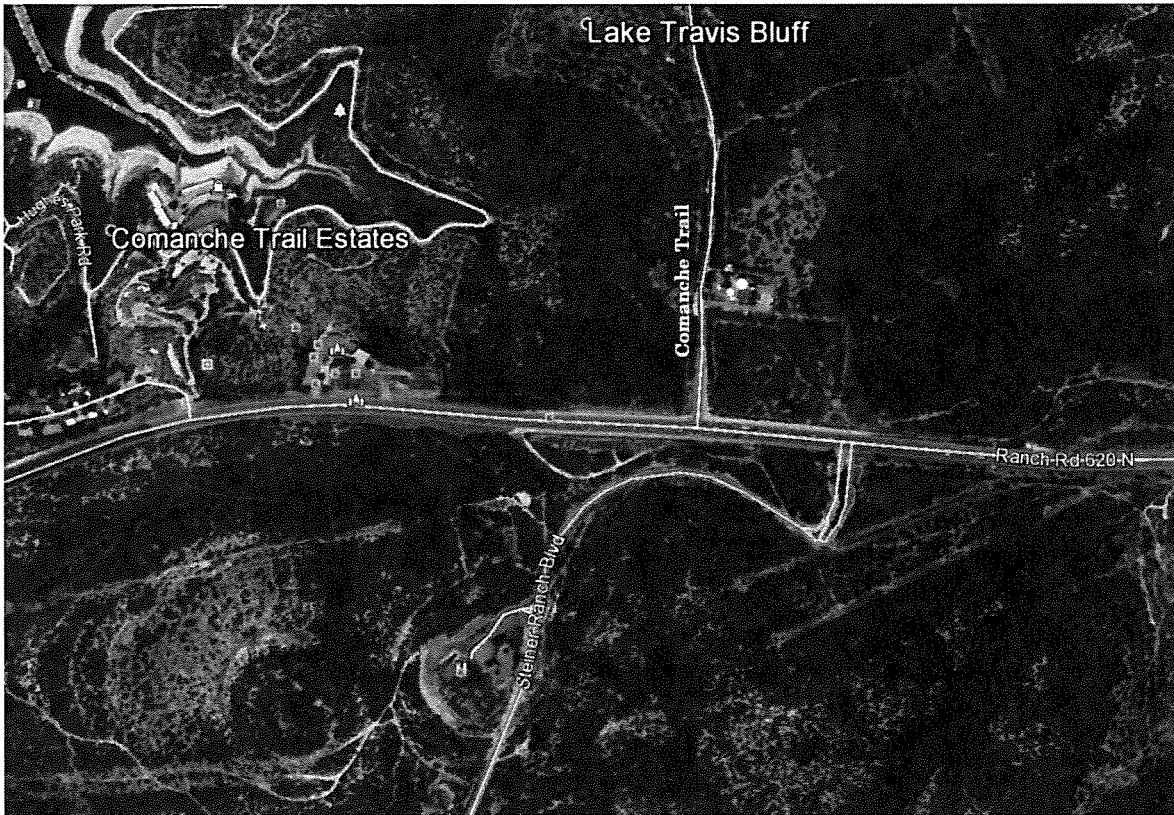
Fund Center: 1490190000

G/L: 522040

Attachments: Scope & Fee Proposal
Location Map

CC: Cyd Grimes, C.P.M., Purchasing Agent
Steve Sun, P.E. TNR Public Works
Miguel Villarreal, P.E., TNR Public Works
Donna Williams-Jones, TNR Financial Services
Isabelle Lopez, TNR Financial Services
Tawana Gardner, TNR Financial Services
Lee Perry, Purchasing

Location Map



Contract No. 4400001506

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND**

TEXAS ENGINEERING SOLUTIONS, LLC.

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

STEINER RANCH BLVD. AT RM 620 REALIGNMENT DESIGN PROJECT

DRAFT

08/29/13 3:54 PM
TRAVIS COUNTY
PROFESSIONAL SERVICES AGREEMENT

Contract No. 4400001506

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:

1	EMPLOYMENT OF THE CONSULTANT
2	BASIC SERVICES OF THE CONSULTANT
3	CONSTRUCTION COST
4	COMPENSATION AND PAYMENT SCHEDULE
5	PERIOD OF SERVICE
6	COORDINATION WITH COUNTY
7	WORK PRODUCT
8	REVISION TO WORK PRODUCT
9	REIMBURSABLE EXPENSES
10	SUSPENSION AND TERMINATION
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY
12	OWNERSHIP OF DOCUMENTS
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
14	MISCELLANEOUS:
14.1	VENUE
14.2	SEVERABILITY
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT
14.4	CERTIFICATE OF CONSULTANT
14.5	BIDDING EXEMPTION
14.6	NOTICE
14.7	INSURANCE REQUIREMENTS
14.8	FORFEITURE OF CONTRACT
14.9	PURCHASE ORDER
14.10	PAYMENTS
14.11	INTEREST ON OVERDUE PAYMENTS
14.12	PROPERTY TAXES
14.13	TAXPAYER IDENTIFICATION
14.14	SUCCESSORS AND ASSIGNS
14.15	HISTORICALLY UNDERUTILIZED BUSINESS
14.16	FUNDING OUT
14.17	NON-WAIVER OF DEFAULT
14.18	MEDIATION

Contract No. 4400001506

- 14.19 OFFICIALS NOT TO BENEFIT
- 14.20 CONSULTANT CERTIFICATIONS
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE
- 14.22 GRATUITIES
- 14.23 MONITORING
- 14.24 INCORPORATION OF ATTACHMENTS
- 14.25 ENTIRE AGREEMENT
- 14.26 TEXAS PUBLIC INFORMATION ACT
- 14.27 CERTIFICATION OF ELIGIBILITY
- 14.28 ENTITY STATUS

ACKNOWLEDGEMENT AND SIGNATURE PAGE

- EXHIBIT 1 COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
- EXHIBIT 2 HOURLY RATES
- EXHIBIT 3 PROJECT SCHEDULE
 - ATTACHMENT 1 – PERFORMANCE SCHEDULE
 - ATTACHMENT 2 –UTILITY RELOCATION SERVICES
 - ATTACHMENT 3 – CONSTRUCTION ADMINISTRATION SERVICES
- EXHIBIT 4 EQUAL OPPORTUNITY IN EMPLOYMENT
- EXHIBIT 5 INSURANCE REQUIREMENTS
- EXHIBIT 6 ETHICS AFFIDAVIT
 - ATTACHMENT 1 – KEY CONTRACTING PERSONS LIST
- EXHIBIT 7 HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
- APPENDIX A SCOPE OF SERVICES
- APPENDIX B CONSULTANT'S QUALIFICATIONS STATEMENT

Contract No. 4400001506

PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and TEXAS ENGINEERING SOLUTIONS, LLC ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of STEINER RANCH BLVD. AT RM 620 REALIGNMENT DESIGN PROJECT (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") (the "County Executive") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in

Contract No. 4400001506

those document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, , which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.

Contract No. 4400001506

2.2 Consultant shall perform the "Basic Services," which means:

- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
- 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
- 2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code
- b. National Fire Code
- c. National Plumbing Code
- d. National Mechanical Code
- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

Contract No. 4400001506

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless

Contract No. 4400001506

otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly

Contract No. 4400001506

documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Executive. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not

Contract No. 4400001506

limited to any and all deliverables for each phase of the Project as described in the Scope of Services.

- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request

Contract No. 4400001506

for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this

Contract No. 4400001506

Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Contract No. 4400001506

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

Contract No. 4400001506

**SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

Contract No. 4400001506

11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.

Contract No. 4400001506

- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

**SECTION 13
MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

**SECTION 14
MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
 - 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

Contract No. 4400001506

- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

- 14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and 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 set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (or 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):

Steven M. Manilla, P.E. (or successor)
County Executive
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

TEXAS ENGINEERING SOLUTIONS, LLC.
Attn: Stephen Delgado, P.E.
5000 Bee Caves Road, Suite 206
Austin, Texas 78746

- 14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.
- 14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

Contract No. 4400001506

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) 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
- (b) 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:

- (c) 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;
- (d) 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
- (e) 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.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 **PURCHASE ORDER.** Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

Contract No. 4400001506

14.9 **PAYMENTS.** County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

14.10 **DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.** 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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding;
and

14.10.2 the debt is paid.

14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

14.11 **INTEREST ON OVERDUE PAYMENTS.** Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

14.12 **PROPERTY TAXES.** Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered

Contract No. 4400001506

under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

- 14.13 TAXPAYER IDENTIFICATION. Consultant 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 funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be

Contract No. 4400001506

subcontracted;

(d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach

Contract No. 4400001506

documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

Contract No. 4400001506

- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and 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 of copyrights applicable to materials used in this Agreement.

Contract No. 4400001506

- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000.00. Consultant certifies that at the time of submission of its proposal to perform the Project services, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.

Contract No. 4400001506

- 14.28 **AMENDMENT.** The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 14.29 **ENTITY STATUS.** By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

DRAFT

Contract No. 4400001506

As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

The parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CONSULTANT:

By: [Signature]
Printed Name: STEPHEN R DELGADO

Title: PRINCIPAL/OWNER
Authorized Representative

Date: 8/19/13

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY:

By: _____
Samual T. Biscoe
Travis County Judge

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Contract No. 4400001506

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of (\$91,960.00).

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

- | | | |
|------|-------------------------------|--------------|
| (i) | Work Product 1 – (60%) | \$ 49,705.00 |
| (ii) | Work Product 2 – Design Phase | \$ 42,255.00 |

TOTAL: \$ 91,960.00

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.

3.4 County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

Contract No. 4400001506

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 County will reimburse Consultant for non-labor expenses incurred in the performance of the Basic Services under this Agreement, which are at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$1,000.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$91,960.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$1,000.00, will not exceed \$92,960.00.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

Contract No. 4400001506

EXHIBIT 2
HOURLY RATES

BASIC SERVICES/ADDITIONAL SERVICES

Sr. Engineering Principal	\$200.00 per hour
Sr. Project Manager	\$175.00 per hour
Project Manager or Sr. Engineer 2	\$150.00 per hour
Project Manager or Jr. Engineer	\$105.00 per hour
Graduate Engineer 2	\$ 90.00 per hour
Graduate Engineer 1	\$ 75.00 per hour
CAD Tech 4	\$ 105.00 per hour
CAD Tech 3	\$ 90.00 per hour
Administrative	\$ 60.00 per hour

DRAFT

Contract No. 4400001506

EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **135 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **135 calendar days** specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

Contract No. 4400001506

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

WORK PRODUCT 1 – 75 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 2 - 60 CALENDAR DAYS UPON RECEIPT OF NTP.

TOTAL: 135 CALENDAR DAYS

DRAFT

Contract No. 4400001506

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with,

Contract No. 4400001506

litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Contract No. 4400001506

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 8/19/13
Name of Affiant: STEPHEN R DELGADO
Title of Affiant: PRINCIPAL/OWNER
Business Name of CONSULTANT: TEXAS ENGINEERING SOLUTIONS, LLC
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.

[Signature]
Signature of Affiant

5000 BEE CAVES RD, SUITE 206, AUSTIN, TX 78746
Address

SUBSCRIBED AND SWORN TO before me by STEPHEN DELGADO on AUG. 19, 2013.

[Signature]
Notary Public, State of TEXAS

KATHRYN J. WILCOX
Typed or printed name of notary
My commission expires: _____



Contract No. 4400001506

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
June 19, 2013

CURRENT Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicita Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
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	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	

Contract No. 4400001506

Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division..... Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV..... CW Bruner, CTP
 Purchasing Agent Assistant IV..... Lee Perry
 Purchasing Agent Assistant IV..... Jason Walker
 Purchasing Agent Assistant IV..... Richard Villareal
 Purchasing Agent Assistant IV..... Patrick Strittmatter
 Purchasing Agent Assistant IV..... Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... Loren Breland, CPPB
 Purchasing Agent Assistant IV..... John E. Pena, CTPM
 Purchasing Agent Assistant IV..... Rosalinda Garcia
 Purchasing Agent Assistant IV..... Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Ruena Victorino*
 Purchasing Agent Assistant III Rachel Carona*
 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 Analyst Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis
 Transportation and Natural Resources Steve Sun
 Transportation and Natural Resources Miguel Villarreal

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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
Commissioner, Precinct 2	Sarah Eckhardt.....	05/ 31/14

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

Contract No. 4400001506

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

DRAFT

Contract No. 4400001506

APPENDIX A SCOPE OF SERVICES

The scope of work is to provide engineering services to develop the preliminary plan, environmental documents, and cost estimates for the realignment of Steiner Ranch Blvd or Comanche Trail at RM 620 in Travis County Precinct 2. The scope of services is 2 distinct "Work Products", each requiring a separate "Notice to Proceed" from Travis County.

Work Product 1 60% Feasibility Phase

Work Product 1 will be the initial phase for the Project, and will establish up to four potential alignment alternatives for the realigned intersection. These alternatives, as well as the items listed below as tasks, are considered to be the deliverables for Work Product 1.

Task 01 Project Kick-off Meeting

Following receipt of a notice to proceed, Texas Engineering Solutions will hold a predesign conference with the County. Appropriate sub-consultants as well as representatives of other agencies deemed necessary for this conference will be invited to attend. It is anticipated that this brief conference will include a discussion of the following topics:

- Review of Scope of Services
- Deliverables expected for each Work Product (1 & 2)
- Constraints, restrictions, and specific features unique to this Project
- Availability of design/survey/geotechnical information to be provided by Travis County
- Access to the site
- Project communication
- Format for computer production and deliverables
- Project Schedule

- | | |
|---------|--|
| Task 02 | 50% Site Layout Drawings – Intersection Alignment Alternatives (up to 4) |
| Task 03 | Preliminary Alignments and Profile Sheets |
| Task 04 | Roadway Cross-Sections |
| Task 05 | Traffic Signal Adjustment Plan (per TxDOT) |
| Task 06 | Preliminary Drainage Analysis |
| Task 07 | Limits of Construction |
| Task 08 | Affected Properties Exhibit |
| Task 09 | Existing Easements and Utilities Exhibit |
| Task 10 | Preliminary Environmental Inquiries |
| Task 11 | Engineer's Cost Estimate per Alternative (up to 4) |
| Task 12 | Preliminary Lists of Regulatory Approvals |
| Task 13 | Preliminary Anticipated Construction Schedule |
| Task 14 | Travis County Review (addressing 1 round of comments) |

We anticipate that Alliance Transportation and *aci Consulting* will participate in Tasks 01, 05, 07, 10, 11 and Task 12 as part of Work Product 1.

Our team has specialized experience with all of the expected permits that will be required for clearance of this project. We anticipate that the following agencies might have some level of oversight related to this project:

- Texas Commission on Environmental Quality
- TxDOT
- LCRA
- Travis County

Contract No. 4400001506

- Travis County BCCP
- US Fish & Wildlife
- City of Austin
- US Army Corps of Engineers
- Travis County WCID #17
- Austin Energy
- Other Utility Providers

As part of Tasks 10 and 12, our team will initiate preliminary discussions with these agencies to discuss the project and establish the needed level of involvement by the agency in the process. Our team has excellent working relationships with each of these entities, and we understand the policies and processes required to obtain approval/clearance from each.

Work Product 2 100% Feasibility Phase

Work Product 2 will be the final phase for the Project and will complete the County selected alignment alternative. Additionally, a final conceptual plan, environmental reports, and an anticipated construction cost estimate will be provided. Lastly, attendance at public meetings (up to 3) is included in this phase by our team.

Task 01	100% Completed Site Layout Drawings for Final Alternative
Task 02	Environmental Documents (<i>i.e.</i> – <i>Phase 1 ESA, etc.</i>) for Final Alternative
Task 03	Endangered Species & Critical Environmental Feature Protection Plan for Final Alternative
Task 04	Engineer's Cost Estimate for Final Alternative
Task 05	Engineering Report & Design Calculations
Task 06	List of all Required Approvals/Permits
Task 07	Utility Relocation Exhibit and Documentation
Task 08	Updated Anticipated Construction Schedule
Task 09	Public Meetings (up to 3 meetings)

We anticipate that Alliance Transportation and *aci Consulting* will participate in Tasks 02, 03, 04, 08 and 09 as part of Work Product 2.

Contract No. 4400001506

Transportation and Natural Resources Department
Scope of Services

STEINER RANCH BLVD AT RM 620 REALIGNMENT

1. General Scope of Services:

Provide professional services to produce preliminary plan, environmental documents and cost estimates for realignment of Steiner Ranch Blvd or Comanche Trl at RM 620 in Travis County Precinct Two. These services generally will include, but are not limited to the following: preparing schematic realignment plans in accordance with County and TxDOT design standards, preliminary traffic signal adjustment plan, preliminary SWP3 plans, preliminary critical environmental feature protection plan, preliminary endangered species protection plan, and preliminary utility relocation plans; reviewing available ROW and determine additional ROW needs; preparing schematic level of project cost estimate including costs for environmental mitigation, ROW acquisition and utility adjustment; coordination with and obtaining consent from TxDOT on intersection and traffic signal changes; and confirm with regulatory agencies on the feasibility of permit issuances and environmental clearances. Project survey will be performed by County survey crews.

In addition, the selected CONSULTANT(S) will also perform the following services:

1. Develop preliminary Plans, Environmental Documents, and Estimates within project's allotted budget, to standards stipulated by Travis County.
2. Develop and submit a construction cost estimate at the completion of preliminary realignment plans and the preliminary environmental document and a final cost estimate at the end of all preliminary engineering tasks. project
3. Use generally recognized Engineering methodology and standards of care.
4. Confirm the feasibility of all required permits.
5. Establish and provide a detailed project design task completion. Monitor and provide task completion report to the County.
6. Produce preliminary utility relocation plan and coordinate utility relocation efforts with the appropriate utility company.
7. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a project presenter.

2.0 Specific Project Information, Location and Limits:

This project will realign either Steiner Ranch Blvd or Comanche Trl to form a 4-legged intersection at RM 620 with traffic signals. The project site is surrounded by Balcones Canyonlands Preserve with many critical environmental features. The selected team will be expected to provide two specific work products and/or support service, each with a separate agreement and a separate fee, with each requiring a separate "Notice to Proceed" under the same contract. After the first work product and each additional work product thereafter, if authorized, the County may or may not exercise the option to supplement the contract to produce additional work products. Authorization to proceed to the next work product or phase must be in writing in the form of a "Notice to Proceed".

Contract No. 4400001506

The required work products include Work Product 1, preliminary realignment plans, preliminary utility relocation plan and ROW map for Steiner Ranch Blvd and Comanche Trl plus construction cost estimates; and Work Product 2, environment documents including necessary mitigation plan plus confirmation from all regulatory agencies on the feasibility of all necessary permits including US Fish and Wildlife, BCCP review authority, LCRA and TxDOT. Each Work Product shall be submitted for review and written notice-to-proceed must be issued by the County Purchasing Agent before proceeding to the next Work Product. The review process shall consist of submitting 3 sets of plans, specifications, and estimates of probable construction costs to TNR at the end of each Work Product completion. Each submittal shall include a cover letter from the consultant stating who from their design team performed a Quality Assurance/Quality Control Check. Allow one week for TNR to review and provide written comments and/or approval for each submittal. Submit one copy of final check sets and allow 5 days for TNR to review and provide written comments and/or approval.

- 2.1 Work Product 1: The submittal is to include Preliminary Engineering for the design elements required to fully address the project scope. The requirements for the design submittals shall be determined with TNR's Project Manager on a case-by-case basis but as a minimum shall include the following:
- a) Cover sheet indicating project name and #; site location; project limits with beginning and ending stations; names and signature blocks for the project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set.
 - b) Site layout drawing;
 - c) Plan and profile sheets showing existing conditions, proposed realignment layout, as well as the proposed type and location of any significant structures or bridges to be included;
 - d) Traffic signal adjustment plan as required by TxDOT
 - e) Identification of limits of construction and properties that could be affected by the proposed construction;
 - f) Identification of existing easements and utilities that could be affected by the proposed construction;
 - g) Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget
 - h) Preliminary list of required regulatory approvals
 - i) Updated project schedule with status tracking

Total projected time for completion of Work Product 1 is 60 calendar days.

- 2.2 Work Product 2: Environmental documents addressing endangered species protection, environmental impact mitigation, Balcones Canyonlands Preserve, etc. Written confirmation from all regulatory agencies on the feasibility of permit issuances and regulation compliance. Final plan illustrating coordinated environmental mitigations and protections. Provide plans, estimates, quantities, and verification of property acquisitions and/or right-of-entries for the construction, and a list of any outstanding issues to be resolved during final design. The requirements for Work Product 2 submittals shall be determined with TNR's Project Manager on a case-by-case basis but as a minimum shall include the following:
- a) Environmental documents that meet federal and local rules and regulations
 - b) Endangered species and critical environmental features protection plan
 - c) Plan and profile drawings with cross-sections, standard details, quantities and title sheet
 - d) Detailed breakdown cost estimate and associated bid schedule in TNR format
 - e) Calculations for unit price quantities and engineering design calculations
 - f) List of permits required and written documentation from all regulatory agencies
 - g) Utility relocation plan/report and documentation from each utility contacted
 - h) Construction schedule/sequence of work.

Total projected time for completion of Work Product 2 is 60 calendar days.

Contract No. 4400001506

3. Deliverables:

- 3.1 Completed specific work product/plan stage documents for review.
- 3.2 Plan, profile and estimate.
- 3.3 Engineer's Opinion of Construction costs and Project Schedule update submitted with each submittal.
- 3.4 Plans of record within thirty working days after completion of the preliminary engineering.
- 3.5 List of all required permits and documentations
- 3.6 Design calculations.
- 3.7 Electronic copy of above deliverables, where applicable (all drawings must be in MicroStation format, as appropriate. Text documents must be in Microsoft Word format. Schedules and CPMs must be in Microsoft Project format).
- 3.8 Project Management file within thirty working days after completion of the project.

SERVICES TO BE PROVIDED BY TRAVIS COUNTY

In conjunction with the services to be provided by the CONSULTANT, the County shall provide the following.

1. A Project Manager to serve as the primary point of contact for the CONSULTANT.
2. Land survey and ROW/easement document preparation per Engineer's recommendations.
3. Documents available to the County and are applicable as background information in performance of contract, when requested by the Consultant.
4. Timely reviews of documents, reports, drawings, etc
5. Assistance with public meetings and public hearings.
6. Construction Administration, should the County elect not to have that service provided by the CONSULTANT.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. The Consultant shall prepare all Engineering documents to include plans and details in accordance with the format stipulated by the County.
2. The Consultant shall develop the project using generally recognized Engineering methodology and standards of care.
3. In conjunction with the performance of the services to be provided by Travis County Transportation and Natural Resources (TNR), the Engineer shall provide the following services:
 - 3.1 Engineering services required for an acceptable project as approved by TNR.

Contract No. 4400001506

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE SOQ IN SEPARATE FILE)

DRAFT

Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE CONTRACT AWARD FOR THE LOWER ROOF REPLACEMENT OF THE TRAVIS COUNTY RAY MARTINEZ BUILDING, IFB NO.: B1307-007-JE, TO THE LOW BIDDER, FORSYTHE BROTHERS INFRASTRUCTURE, LLC.

- Purchasing Recommendation and Comments: Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- IFB No. B1307-007-JE, Lower Roof Replacement of the Travis County Ray Martinez Building was issued on July 23, 2013. The project consists of replacing the lower roof, installation of a roof-metal wall system and metal coping caps and the removal and replacement of one (1) existing window which will verify the proper installation of the existing sill flashing and if found deficient to replace/repair all effected windows (maximum 9) with new dam sill flashing at select locations of the Ray Martinez Building, 4011 McKinney Falls Parkway, Austin, Texas 78744. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the forty (40) bids either downloaded or viewed using Travis County's third party e-procurement vendor system, BidSync, four (4) bids were received in response to this solicitation when subject IFB was opened on August 14, 2013 at 2:00 P.M., CST. The apparent low bidder is Forsythe Brothers Infrastructures, Inc. with a base bid of \$78,000.00 for the roof repair and for the removal and reinstallation of one window for exploratory repair work. Subsequent window removal and reinstallation will be charged at the unit price of \$1,400.00 for associated repair work, as needed. The next low bid was from QA Construction Services, Inc. with a base bid of \$114,975.00 for roof work and unit price of \$2,000.00 for window removal and reinstallation of associated repair work.

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

- Facilities Management Department (FMD) is recommending, with the Purchasing Office concurrence, contract award to Forsythe Brothers Infrastructures, Inc. with a base bid of \$78,000.00 as the lowest responsive and responsible bidder. FMD has deemed the price as fair and reasonable.
- Contract Expenditures: Within the last 12 months \$0.00 has been spent against this requirement.
- **Contract-Related Information:**
 - Award Amount: \$78,000.00 Base Bid (\$1,400.00 Unit Price to be used as needed)
 - Contract Type: Construction
 - Contract Period: Sixty (60) Calendar Days from the Notice to Proceed date.
- **Contract Modification Information:** N/A
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation –Related Information**
 - Solicitations Sent: 40
 - Responses Received: 4
 - HUB Information: 1
 - % HUB Subcontractor: 10%
- **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: 300000632
 - Cost Center: 1140090001-G/L 511530
 - Comments:



John
8-16-13
MB

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

**FMD Project: PCT4-13-13F-4M
FILE: 703**

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: August 15, 2013

SUBJECT: Lower Roof Replacement for Ray Martinez Building
IFB No. B1307-007-JE
Award Recommendation

Facilities Management Department (FMD) recommends award of the Lower Roof Replacement including wall panels and metal copings in the amount of \$78,000.00 to the apparent low bidder, Forsythe Brothers Infrastructure, LLC. Additionally, the bid included a unit price of \$1,400.00 for the removal and replacement of existing windows and frames. Four contractors bid on the subject project.

FMD has reviewed the bid tabulation and the unit bid item and determined that the low bid and unit price are fair and reasonable. FMD is recommending award of the base bid and unit price item. The construction schedule is 60 calendar days after issuance of notice to proceed. The project funds are in cost center - 1140090001, G/L account - 511530 and encumbered under funds reservation number 300000632.

In accordance with the procedure to secure approval for this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on August 27, 2013. If approved, please issue a fully executed contract to Forsythe Brothers Infrastructure, LLC. Please direct any questions on this request to John Carr at 44772 or Fraser Gorrell at 49777.

ATTACHMENT:
Bid Tabulation Form

COPY TO:
Leslie Browder, County Executive, PBO
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Fraser Gorrell, Construction Cost Estimator, FMD
John Pena, Purchasing Agent Assistant, TCPO

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 AUG 16 AM 8:43

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO.: 4400001603

BID NO.: B1307-007-JE

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 Forsythe Brothers Infrastructure, LLC (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of the Lower Roof Replacement for the Travis County Ray Martinez Building (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked Lower Roof Replacement for the Travis County Ray Martinez Building, Travis County, Bid No. B1307-007-JE; 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 Lower Roof Replacement for the Travis County Ray Martinez Building, Travis County, Bid No. B1307-007-JE, 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 **60 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 **\$200.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of **\$78,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$43,000.00** 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) **\$35,000.00** 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.

Additionally, the Owner may elect to increase the contract amount based on the following Unit Price of **\$1,400.00** for removal and reinstallation of existing window per Section 010100, Plans, Specifications and related contract documentation.

- 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 Architect/Engineer, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

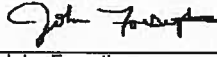
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

Forsythe Brothers Infrastructure, LLC

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

By:  _____
Name: John Forsythe
Title: VP
Date: 8-21-13

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

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

SOLICITATION NO.: IFB No.: B1307-007-JE **CONTRACT NO.:** 4400001247
DESCRIPTION: Lower Roof Replacement for the Travis County Ray Martinez Building
DEPARTMENT: Facilities Management Department
CONTACT/NO.: John Carr X44772; Fraser Gorrell X49777

BID DATE: July 23, 2013
BID CLOSED: August 14, 2013
OPEN TIME: 2:00 P.M., CST
BIDS EXPIRE: November 14, 2013 (90 Calendar Days)

BIDS INVITED: 2942 (Via BidSync)*
 * Two Advertisement dates in local publication: 07/26/2013 & 08/02/2013
BIDS VIEWED: 40 (Via BidSync)
BIDS PICKED-UP VIA PURCHASING OFFICE: 0
BIDS RECEIVED: 4
HUBS SOLICITED: 85 (Via BidSync)
HUBS RECEIVED: 1

Bidder's Name	Base Bid	Unit Price	Item Response Form	Construction Respondent Form	Acknowledge Admendment	Bid Security	References	Experience Verification	Ethics Affidavit	Safety Record Questionnaire	Certificate of Secretary	HUB Documents	HUB or Non-HUB Entity	This field left blank.	This field left blank.	This field left blank.	This field left blank.
Forsythe Brothers Infrastructure, LLC (Austin, Texas)	\$78,000.00	\$1,400.00	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Non-HUB	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Port Enterprises, LTD (Manchaca, Texas)	\$122,687.00	\$1,500.00	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Non-HUB	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
QA Construction Services, Inc. (Austin, Texas)	\$114,975.00	\$2,000.00	Yes	Yes	N/A	No	Yes	Yes	Yes	Yes	Yes	Yes	Non-HUB	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Rain Seal Master Roofing & Sheet Metal, Inc. (Victoria, Texas)	\$145,915.00	\$2,500.00	Yes	Yes	N/A	No	Yes	Yes	Yes	Yes	Yes	Yes	HUB Entity	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX

SIGNATURE **PRINT NAME**

 Original Signature on File with Purchasing Office

John E. Pena, CTPM, Purchasing Agent Assistant

DATE
 14-Aug-13

HUB - Historically Underutilized Business

Created 08-29-13 @ 3:54 pm

Welcome John Pena

[Help](#) [Log off](#)

[HelpDesk](#) [Universal Worklist](#) [Travel and Expenses](#) [ERP_WebGui](#) [Shopping Cart Monitor](#) [Reporting](#) [SRM Reporting Inquiry](#) [Shopping Cart Approver](#) [Purchasing Buyer](#)

ERP_WebGui

| [History](#) [Back](#) [Forward](#) 

Funds reservation: Display Detail scr

Menu ◀ [Back](#) | [Exit](#) | [Cancel](#) | [System](#) | [Previous item](#) | [Next item](#) | [Header data](#) | [Fast Data Entry](#) | [Document line long text](#) | [Consumption](#)

Line Item Position

Text

Control data

Completion indicator Item blocked [More](#)

Values

Currency
Overall amount
Open amount

More data

Vendor

Coding Block

Fund
Cost Center Grant
Functional Area Funded Program
Funds Center Commitment Item
[More](#)



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 7 to Contract No. 4400000691 (H.T.E No. PS080215VR), Knaupe G R, LLC for Professional Legislative Advocacy 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.

This contract was awarded as a result of a formal RFS process conducted by the Purchasing Office completed June 16, 2008. Santos Alliances was selected and awarded this contract August 26, 2008 to provide Professional Legislative Advocacy Services to Travis County. The Contract was subsequently assigned to Knaupe GR (via Modification No. 3) on February 26, 2010.

This Modification 7 renews this contract for a 24-month period, from October 1, 2013 to September 30, 2015 and provides an option to renew the contract for an additional two year renewal term until September 30, 2017 at the current contract rate of \$78,000 per year (\$6,500 per month).

Modification No. 6 exercised the renewal option on this contract for an additional 12-months, from October 1, 2012 to September 30, 2013 in the amount of \$78,000 (\$6,500 per month).

Modification No. 5 exercised the County's third renewal option on this contract for an additional 12-month period, from October 1, 2011 to September 30, 2012 in the amount of \$78,000 (\$6,500 per month). In addition this Modification provided for inclusion of an additional 12-

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.

month extension period to be exercised by specific resolution of the Commissioners Court.

Modification No. 4 exercised the County's second renewal option on this contract for an additional 12-months, from October 1, 2010 to September 30, 2011 in the amount of \$78,000 (\$6,500 per month).

Modification No. 3 assigned the contract to Knaupe GR.

Modification No. 2 exercised the County's first renewal option on this contract for an additional 12-months, from October 1, 2009 to September 30, 2010 in the amount of \$78,000 (\$6,500 per month).

Modification No. 1 Incorporated a 20-day Funding Out clause into the contract.

➤ **Contract Expenditures:** Within the last 12 months \$78,000.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount:	\$78,000.00
Contract Type:	Professional Services
Contract Period:	October 1, 2008 to September 30, 2009

➤ **Contract Modification Information:**

Modification Amount:	\$78,000.00
Modification Type:	Bilateral
Modification Period:	October 1, 2013 to September 30, 2015

➤ **Solicitation-Related Information:**

Solicitations Sent:	Responses Received: 7
HUB Information:	% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 001-1030-521.75-21

Comments: The contract will be funded out of FY14 and FY15 funds.



MEMO

- For Your Information
- Action Required

TO: Cyd Grimes, Travis County Purchasing Agent
FROM: Deece Eckstein, Coordinator, IGR
DATE: Wednesday, August 7, 2013
RE: Request to Renew Contract No. PS 020815VR

Travis County currently contracts with the following vendor for professional legislative advocacy services:

KNAUPE GR
910 Congress Avenue, Suite 1100
Austin, TX 78701

The contract, created in 2008, is for Six Thousand Five Hundred Dollars (\$6,500) per month, or Seventy-Eight Thousand Dollars (\$78,000) per year. It contained an option for annual renewal for up to three years. In September 2009, the Commissioners Court renewed the contract for one year. In March 2010, the Commissioners Court transferred the contract from the original contractor, Santos Alliances, to Knaupe GR. In each of the last three years, the Court has extended the contract for an additional year.

On July 2, the Commissioners Court discussed the status of the contract and voted to renew the contract for a period of two years (until September 30, 2015), with an option to extend it for an additional two years at that time (until September 30, 2017), at the current rate of \$6,500 per month/\$78,000 per year.

The line item being used for this contract is:

001-1030-521.75-21

Please contact me if you need any additional information in order to proceed.

Cc: Judge Sam Biscoe, Legislative Subcommittee, John Hille, Gregg Knaupe

PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES

ISSUED BY: TRAVIS COUNTY PURCHASING OFFICE P.O. Box 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: DAVID WALCH TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 8, 2013
ISSUED TO: Knaupe GR 919 Congress Ave. Suite 1100 Austin, Texas 78701 Attn: Gregg Knaupe	MODIFICATION NO.: 7	EXECUTED DATE OF ORIGINAL CONTRACT: September 16, 2008

ORIGINAL CONTRACT TERM DATES: **October 1, 2008 to September 30, 2009** CURRENT CONTRACT TERM DATES: **October 1, 2012 to September 30, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$6,500.00 p/month for 12 months Current Modified Amount \$6,500.00 p/month for 12 months

DESCRIPTION OF CHANGES:

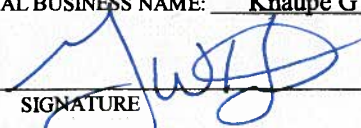

A. Pursuant to Part D. Written Amendment, this contract is Amended as follows:

1. The Contract is hereby renewed for the period of October 1, 2013 through September 30, 2015. The contract rate for this renewal term will remain at the current rate of \$6,500 per month/\$78,000 per year.
2. This contract renewal period may be extended for a period of two additional years, October 1, 2015 through September 30, 2017, at the current rate of \$6,500 per month/\$78,000 per year.

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:

- [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: <u>Knaupe G R, LLC</u> BY:  SIGNATURE BY: <u>Gregg W. Knaupe</u> PRINT NAME TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER DATE: 8-19-13
TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 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 Interlocal Agreement No. 4400001613 with Austin Travis County Integral Care for the Mobile Crisis Outreach Team

- **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 Health and Human Services and Veteran Services (HHSVS) will pledge both local and matched federal funds in order for Austin Travis County Integral Care (ATCIC) to use for the provision of allowable mental health services.

This Interlocal Agreement is for the expansion of ATCIC's Mobile Crisis Outreach Team (MCOT). This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at key community intercept points. By expanding the MCOT at key community intercept points such as the Travis County Jail Central Booking and pairing two trained Mental Health Crisis Intervention Team law enforcement officers, an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department admissions. MCOT provides short-term community based interventions to stabilize an individual in a psychiatric crisis and link individuals to ongoing supports.

The agreement will target Travis County residents who are Medicaid eligible and/or indigent individuals in psychiatric crisis who come in contact with law enforcement and central booking. Currently, 38

ID# 9250

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.

percent of ATCIC's consumers have Medicaid and 62 percent are indigent. Because this project targets a similar Medicaid eligible and indigent population, ATCIC anticipates this target population will mirror the population served by ATCIC.

The term of the agreement is September 1, 2013 thru August 31, 2014 and the not to exceed amount is \$1,000,000. HHSVS is recommending the authorization to transfer public funds to ATCIC for use as the non-federal share of supplemental waiver payments pursuant to Section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54 and 1 Tex. Admin Code §355.8201.

A "Draft" copy is being presented to the Court for review; the originals are currently with ATCIC being routed for signature. Once signed and returned the originals will be sent to the Judge's office for signature.

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

➤ **Contract-Related Information:**

Award Amount: \$1,000,000

Contract Type: Interlocal Agreement

Contract Period: September 1, 2013 thru August 31, 2014

➤ **Contract Modification Information: NA**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: NA**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

ID# 9250

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.

➤ **Special Contract Considerations: NA**

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

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):
- Comments: HHSVS cannot provide a funds reservation no. until after August 27, 2013 Commissioner Court. HHSVS will request approval of the budget transfer moving these funds from Reserve. Once it is approved, the Planning & Budget Office will transfer the funds into HHSVS' budget.

ID# 9250

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.

SOCIAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

AUSTIN TRAVIS COUNTY INTEGRAL CARE

FOR

MOBILE CRISIS OUTREACH TEAM

CONTRACT NO. 4400001613

DRAFT



TRAVIS COUNTY PURCHASING OFFICE

TABLE OF CONTENTS

Parties	3
Term	3
Signatures	3
General Agreement Terms	4
Local Match Contribution Information	10
Use of Funds Description	11
Donation/Transfer Payments & Certification of Expenditures Schedule	13
Certification of Expenditures By A Public Entity	14
Joint Certification of Funds Donated from Private Sources	15

Attachments

Form 2 – Program Cover Page	16
Form 3 – Program Work Statement	17
Form 4 – Program Budget	23
Form 5 – Program Budget Narrative	24
Form 6 – Total Program Staff Positions & Time	25
Form 7 – Program Funding Summary	26
Form 8 – Subcontracted Expense Form	27
Form 9 – 2013 Performance Report Definition Table	28
Attachment A – Ethics Affidavit	29
Attachment B – Insurance Requirements	32

DRAFT

**LOCAL MATCH CONTRIBUTION AGREEMENT WITH
TRAVIS COUNTY AND AUSTIN TRAVIS COUNTY INTEGRAL CARE**

NAME OF CONTRIBUTOR	TRAVIS COUNTY
----------------------------	---------------

PLEGGED LOCAL MATCH AMOUNT	
DONATION	\$
TRANSFER	\$1,000,000.00
CERTIFICATION OF EXPENDITURES	\$

Travis County, the contributor identified above, pledges the local funds as indicated in order for Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care (“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, to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable mental health services or activities in accordance with the attached work statement.

All parties understand and agree that (1) the resource transfer will be used to draw down federal funds for performing ATCIC’s Mobile Crisis Outreach Team (“MCO”) Expansion Project for Regional Healthcare Partnership (“RHP”) Plan as part of the state’s Delivery System Reform Incentive Payment (“DSRIP”) Pool, authorized under Texas’s demonstration, entitled Healthcare Transformation and Quality Improvement Program (Project Number 11-W-002780) (“Waiver Program”) and (2) this Local Match Contribution Agreement with ATCIC (“Agreement”) is contingent upon acceptance of this Agreement in an open meeting by a majority of ATCIC’s Board of Trustees (“Board”).

SIGNATURES: The person signing this Agreement on behalf of Travis County or the Board hereby warrants that he or she has been fully authorized to:

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

For the faithful performance of this Agreement as delineated, the parties below affix their signatures and bind their agencies effective September 1, 2013, and continuing through August 31, 2014.

TRAVIS COUNTY: CONTRIBUTOR

AUSTIN TRAVIS COUNTY INTEGRAL CARE

Signature

Samuel T. Biscoe
Travis County Judge

Date: _____

Signature

David Evans
Chief Executive Officer

Date: _____

**Austin Travis County Integral Care (ATCIC)
Local Match Contribution Agreement**

GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

ATCIC has been designated as the Mental Health and Mental Retardation authority by the State of Texas for Travis County and the incorporated municipalities therein.

ATCIC is committed to coordinating an integrated array of quality community-based services addressing the needs and requests of people whose lives are affected by mental disabilities, substance abuse, children’s developmental delays, and emotional behavioral or social disabilities problems; and building on the inherent strengths of consumers, families, staff and community.

ATCIC is also a major provider of mental health and mental retardation services, and is legislatively-mandated to provide community-based services as defined in TEXAS HEALTH AND SAFETY CODE, Chapter 534, Subchapter B, Community Based Services.

ATCIC has been designated as the Mental Health and Mental Retardation authority by the State of Texas for Travis County and the incorporated municipalities therein—and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or allocations of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this Local Match Contribution Agreement (“Agreement”) are contingent upon the certification of private donations (if applicable) by ATCIC, and the final acceptance of this agreement in an open meeting by ATCIC’s Board of Trustees (“Board”).

DRAFT

Travis County is authorized to transfer public funds to ATCIC for use as the non-federal share of supplemental waiver payments pursuant to Section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54 and 1 Tex. Admin Code §355.8201.

SECTION 2: Travis County, by executing this Agreement, certifies that Travis County, if it is a for-profit entity, does not currently:

- (i) have a contractual relationship with ATCIC for services or products of value of \$50,000.00 or greater; or
- (ii) have a bid before ATCIC for such a contract, except for a contract or bid that relates solely to providing mental health or substance use services.

SECTION 3: Travis County agrees as follows:

- a. To remit to ATCIC the pledged local share in accordance with Item E, Donation transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by Travis County must be

made payable to ATCIC or to the Board and submitted to ATCIC through the Board.

- c. To keep, and make available to ATCIC or the Board upon request, records adequate to show that the contributed funds put forth in this Agreement are eligible as a resource transfer to draw down federal funds. The records shall be retained and made accessible for the longest of:
- (i) the period specified by the Board's record retention policies for such records;
 - (ii) three years after the end date of this Agreement; or
 - (iii) until the completion and resolution of all issues which arise from any litigation, claim, negotiation, audit, or other action that began during and was on-going as of the end of the normal retention period.
- d. When certifying expenditures of public funds used as a resource transfer to draw down federal funds as the local match, to provide the Board and ATCIC with a statement that certifies the expenditures, and includes a report and information detailing ATCIC's Mobile Crisis Outreach Team (MCOT) Expansion Project mental health services and activities for Regional Healthcare Partnership (RHP) Plan 7 as part of the state's Delivery System Reform Incentive Payment (DSRIP) Pool, authorized under Texas's 1115 demonstration, entitled Texas Healthcare Transformation and Quality Improvement Program (Project Number 11-W-00278/6) services in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as a resource transfer to draw down federal funds as a match are eligible as a resource transfer to draw down federal funds for federal match and were not used to match other federal funds.
- f. Donations from private entities:
- (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by ATCIC; and
 - (v) shall be subject to any applicable federal or state audit.

Each private entity making a donation shall provide the Board and ATCIC, upon request, data needed for federal reporting purposes.

- g. To not at any time receive any part of the supplemental payments that are to be made by HHSC to ATCIC under the Waiver Program.

SECTION 4: The Board agrees as follows:

- a. To use the funds donated or transferred by Travis County as the IGT under the Waiver Program, and the resulting federal funds for allowable mental health services or activities within the area(s) consistent with the intent of this Agreement.
- b. To ensure that allowable mental health services or activities provided by funding made available through this Agreement are only those provided in accordance with the

attached program work statement and in accordance with applicable local, state, and federal laws and regulations.

- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible as a resource transfer to draw down federal funds for federal match; were not used to match as a resource transfer to draw down other federal funds; and were not federal funds unless authorized by federal law to be used as a resource transfer to draw down other federal funds.
- d. For each Fiscal Year included within the term of this Agreement in which ATCIC expends a total of \$500,000 or more in Federal awards from all sources, ATCIC shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations.
- e. To provide to Travis County no later than 10 business days copies of all reports, including, but not limited to, the report of any DSRIP project, required of the Board as an AGT pursuant to Texas Healthcare Transformation and Quality Improvement Program (Project Number 11-W-00278/6) ("Waiver Program").
- f. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's family or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by ATCIC;
 - (v) shall be subject to any applicable federal or state audit requirements; and
 - (vi) include data needed for federal reporting purposes.
- g. To inform Travis County of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.
- h. To submit a certification of expenditures report, certifying that allowable mental health services or activities related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and that the funds have not already been used as a match for any other federal matching program.
- i. Before Travis County can process a payment for ATCIC, ATCIC must provide the Travis County Purchasing Agent 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 rule and regulations. ATCIC shall also provide the Travis County Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 for each calendar year within 180 days of the ATCIC's fiscal year end.
- j. Insurance.

Requirements. ATCIC shall have, and shall require all subcontractors providing services under this Agreement to have, insurance sufficient to cover the needs of ATCIC and/or

subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment B, "Insurance Requirements." Depending on services provided by ATCIC and/or subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment B, "Insurance Requirements," may be imposed.

No Liability Limitation. ATCIC shall submit to the Travis County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Agreement by the Parties. ATCIC shall not begin providing services under this Agreement until the required insurance is obtained and until such insurance certificate has been received by the Travis County Purchasing Agent. Acceptance of insurance by Travis County shall not relieve or decrease the liability of ATCIC with regard to its responsibilities under this Agreement and shall not be construed to be a limitation of liability. ATCIC shall provide new Certificates of Insurance within ten (10) working days of any renewal term of this Agreement.

Review and Adjustment. Travis County reserves the right to review the insurance requirements set forth in this Agreement during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by Travis County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or ATCIC. ATCIC shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Agreement term.

- DRAFT**
- k. To the extent provided by the Constitution and the laws of the State of Texas, and without waiving an immunity or other protection to which it may otherwise be entitled, ATCIC shall and does agree to indemnify, protect, defend, and hold harmless Travis County's officers, board members, agents, and employees from and against all claims, losses, damages, liens, causes of action, suits, judgments, expenses, and liabilities of every kind whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the services and/or goods provided by ATCIC under this Agreement. It is the expressed intention of the parties to this Agreement, both ATCIC and Travis County, that the indemnity provided for in this paragraph is indemnity by ATCIC to indemnify and protect Travis County from the consequences of ATCIC's actions. If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against ATCIC in relation to the performance of this Agreement, ATCIC shall give written notice to Travis County of the claim or other action within three (3) working days after being notified of it or the threat of it, including 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 this Agreement. Except as otherwise directed, ATCIC shall furnish to Travis County copies of all pertinent papers received with respect to these claims or actions.
- l. Debarment, Suspension and Other Responsibility Matters. Certification under this Section provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." ATCIC, by signing this Agreement,

hereby certifies that, to the best of its knowledge and belief, it and its principles:

- (i) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.
- (ii) have not within a three-year period preceding this Agreement 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;
- (iii) 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 (ii); and
- (iv) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default. Where ATCIC is unable to certify to any of the statements in this Section 4.1., ATCIC shall provide an explanation of such inability prior to the effective date of this Agreement for Travis County's consideration and evaluation with the understanding that such may result in termination of this Agreement by Travis County.

SECTION 5 The Board and Travis County agree as follows:

- a. That performance under this Agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this Agreement in an open meeting by a majority of ATCIC's Board.
- b. To comply with federal regulations in 45 CFR §433 relating to matching fund requirements.
- c. Other agreed-upon local operating plans and procedures may be used to implement and carry out the terms and intent of this Agreement.
- d. This Agreement for Travis County to provide matching funds is contingent upon the availability and amount of unmatched federal DSRIP appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- e. This Agreement may be amended only by an instrument in writing that is signed by both parties. Amendments to this Agreement shall be effective as of the date stipulated therein. ATCIC acknowledges that no Travis County officer, agent, employee, or representative has any authority to amend this Agreement unless expressly granted that specific authority by the Travis County Commissioners Court. ATCIC shall submit any requests for changes to the Travis County Health and Human Services and Veterans Service (TCHHSVS), with a copy to the County Executive. Upon agreement by

TCHHSVS, the request will be submitted by the Travis County Purchasing Agent to the Travis County Commissioners Court (or Travis County Purchasing Agent).

- f. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Agreement, on the part either of the parties hereto, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment or judicial interpretation that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- g. If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights that it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice. Such written notification will be sent as appropriate, to either Travis County Health and Human Services and Veterans Service, P. O. Box 1748, Austin, Texas 78767, Attn: Kathleen Haas or Sherri Fleming, or ATCIC, P.O. Box 3548, Austin, Texas 78764-3548, Attn: David Evans, with a copy to General Counsel at the same address. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Travis County fails to provide funding for this Agreement for the following Travis County fiscal year, Travis County may terminate this Agreement after giving ATCIC written notice that the Agreement is terminated due to the failure to fund it. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate Travis County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period of Travis County.

ATCIC LOCAL MATCH CONTRIBUTION INFORMATION

A. BOARD INFORMATION:

Board Name: Austin Travis County Integral Care
Board Address: 1430 Collier Street, Austin, Texas 78704
Board Staff Contact Name: Sharon Taylor Phone: (512) 440-4031 Fax: (512) 707-4900
E-mail Address: sharon.taylor@atcic.org

B. CONTRIBUTOR INFORMATION:

Contributor Name: Travis County
Contributor Address: Travis County Health and Human Services and Veterans Service P.O. Box 1748 Austin, TX 78767 ATTN: Kathleen Haas
Type of Entity: Governmental
Vendor ID Number or Federal Employer ID Number for Contributor or Contributor's Fiscal Agent: 46000192200
Contributor Contact Name: Kathleen Haas Phone: (512) 854-787
E-mail Address: kathleen.haas@co.travis.tx.us

DRAFT

C. ORIGINATING AGREEMENT INFORMATION:

<p><u>Type of Contribution:</u> <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)</p>
Resource Transfer: \$1,000,000.00
Program Number: Expanded MCOT #133542405.2.2
Did a Board Member assist in securing this local match agreement? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <i>If YES, Name of Board Member:</i>
<ul style="list-style-type: none"> <i>How did the Board Member assist?</i>

A. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state’s Delivery System Reform Incentive Payment (DSRIP) Pool, authorized under Texas’s 1115 demonstration, entitled Texas Healthcare Transformation and Quality Improvement Program (Project Number 11-W-00278/6).

1. Cash Contribution: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

	Planned Local and Federal Funding (\$)
Fund Use	
Mental Health Services and Activities	\$4,102,885.00
TOTAL	\$4,102,885.00
Administration & Operations	\$ 0
	Total planned local and federal funds resulting from donations and transfers.

DRAFT

The funds will be used as follows:

1. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and [redacted] with two units of Mental Health Crisis Intervention Team enforcement officers), an opportunity is created to divert inpatient psychiatric admissions to jail booking and emergency department (ED) admissions, provide short-term community-based interventions to stabilize persons in a psychiatric crisis and link these individuals to ongoing supports.
2. For eligible adults and children requiring crisis intervention services
3. For eligible adults and children meeting ATCIC’s eligibility criteria

2. Certification of Expenditures: The descriptions below describe: (1) the allowable mental health services and activities that resulted in local certified expenditures, the source of the local funds, and (2) the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local & Federal Funding (\$)
Mental Health Services and Activities	Expenditures certified by the Board resulted from: 1. The unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports. 2. For eligible adults and children requiring crisis intervention services 3. For eligible adults and children meeting ATCIC's eligibility criteria	\$4,102,885.00
DRAFT		Planned Local & Federal Funding (\$)
Mental Health Services and Activities	The federal funds will be used: 1. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports. 2. For eligible adults and children requiring crisis intervention services 3. For eligible adults and children meeting ATCIC's eligibility criteria	\$0 ** Federal funds are not available until October 2013 and March 2014
Administration and Operations	The funds will be used for administration and operations in accordance with applicable Federal regulation and Agency policies.	\$0
TOTAL	Total planned <u>local and federal</u> funds resulting from Certifications of expenditures.	\$4,102,885.00

B. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:

In compliance with Section 3(a) of this agreement, Travis County will remit payment or reports of actual expenditures in accordance with the completed schedule below.

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

Donation/Transfer Date	Actual Amount
30 days after the agreement is executed	\$1,000,000.00
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$

TOTAL

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

DRAFT

Certification Period	Reporting Date	Planned Amount of Expenditures
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$
From To		\$

TOTAL \$

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: TRAVIS COUNTY

The public entity named above certifies expenditures in the amount of \$1,000,000 to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).

Signature of authorized agent: _____

Printed name of authorized agent: Samuel T. Biscoe

Title of authorized agent: Travis County Judge

DRAFT

**JOINT CERTIFICATION OF FUNDS
DONATED FROM PRIVATE SOURCES**

Name of Donor: Travis County

The Donor named above contributes funds in the amount of \$1,000,000.00 to ATCIC to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the Donor and ATCIC certifies that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Samuel T. Biscoe

Title of authorized agent: Travis County Judge

DRAFT

ATCIC's CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: David Evans

Title of authorized agent: Chief Executive Officer

Form#2:

PROGRAM COVER PAGE

Date Prepared: 7/29/13

For 2013 Social Service Contracts funded by Travis County

<p>1. Agency Name as provided in Articles of Incorporation: Austin Travis County Mental Health and Mental Retardation Center d.b.a., Austin Travis County Integral Care</p>	<p>2. Tax ID Number: 74-1547909</p>
<p>3. Program Name: Expanded MCOT</p> <p>4. Physical Street Address (Street, City, State, Zip): 1430 Collier St., Austin, TX 78704</p>	<p>5. Board President/Chair:</p> <p>Name: Dr. Matthew Snapp Address: 1430 Collier St., Austin, TX 78704 Email: mattsnapp@me.com Phone: 512-440-4031</p>
<p>6. Agency Chief Executive Officer:</p> <p>David Evans Phone: 516-440-4030 Fax: 512-707-4900 Email: David.Evans@atcic.org</p>	<p>7. Person authorized to sign contracts for Agency:</p> <p>David Evans (#6) Charles Harrison (#9)</p>
<p>8. Program Director:</p> <p>Sherry Blyth Phone: 512-804-3450 Fax: 512-440-4081 Email: Sherry.Blyth@atcic.org</p>	<p>9. Agency Financial Officer:</p> <p>Charles Harrison Phone: 512-440-4001 Fax: 512-440-4081 Email: Charles.Harrison@atcic.org</p>
<p>10. Contact person for PROGRAM issues:</p> <p>Sherry Blyth Phone: 512-804-3450 Fax: 512-440-4081 Email: Sherry.Blyth@atcic.org</p>	<p>11. Contact person for FINANCIAL issues:</p> <p>Charles Harrison Phone: 512-440-4001 Fax: 512-440-4081 Email: Charles.Harrison@atcic.org</p>
<p>12. Primary contact for Quarterly Program Performance Report issues: Phone: Email:</p>	<p>13. Person responsible for submitting Quarterly Program Performance Reports: Phone: Email:</p>
<p>14. Program funding amounts by source: Travis County Social Service</p> <p>Contract: \$1000,000.00 All OTHER Sources: \$3,102,885 TOTAL Program Funding: \$ 4,102,885</p>	<p>15. Primary contact person for this contract packet: Charles Harrison</p> <p>Position Title: Chief Financial Officer</p>

DRAFT

Form # 3: PROGRAM WORK STATEMENT

Date prepared: 7/29/13

for 2013 Social Service Contracts funded by Travis County

Agency: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Austin Travis County Integral Care **Program:** Expanded MCOT

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

As part of the Regional Health Plan (RHP) Region 7 Delivery System Reform Incentive Payments (DSRIP) submission to Texas Health and Human Services Commission (HHSC) and Center for Medicaid Services (CMS), ATCIC has submitted an Mobile Crisis Outreach Team (MCOT) expansion proposal. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports.

The approach to valuing this and all ATCIC Waiver projects considered three primary factors: factors related to an improved patient experience, community benefit and cost reduction to the healthcare system. In considering the incentive portion of the valuation, three principles and their subsequent impacts were taken into account. These principles include: investments required to initiate the projects, value associated with the services delivered for a period of time until outcomes/benefits could be demonstrated before receiving reimbursement, and incentives to the performing provider to accelerate transformation of the delivery system. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports.

Calculating the value of interventions for this project for a specialty behavioral health population was done using an economic evaluation model and extensive review of the literature conducted by H. Shelton Brown, Ph.D. at the University of Texas – Houston School of Public Health and Thomas Bohman, Ph.D. at the University of Texas – Austin Center for Social Work Research. This model employs a costs-utility analysis to measure program cost in dollars and the health consequences in utility-weighted units called quality-adjusted life-years (QALYs). The QALY index incorporates costs averted when known (e.g., emergency room visits that are avoided). The proposed program's value is based on a monetary value gained due to the intervention multiplied by number of participants. (Eichler, H. G., et al. (2004). "Use of cost-effectiveness analysis in health-care resource allocation decision-making: how are cost-effectiveness thresholds expected to emerge?" Value Health 7(5): 518-528;

<http://download.journals.elsevierhealth.com> The QALY value results in significant and meaningful values related to behavioral health interventions. Adults with SMI are often frequent users of the healthcare system. They also frequently present with a number of functional impairments that lead to involvement in the criminal justice system. Incremental improvements in their behavioral and physical health status have a significant impact on the improvement of the person's experience, benefit to the community, and the reduction of costs to the healthcare and criminal justice systems.

All project narratives and a description of the method used, titled 'Valuing Transformation Projects,' can be found on the performing provider website at IntegralCare.org under the Medicaid 1115 Transformation Waiver tab.

During the first year of the project, financial support from the Travis County Commissioners Court is needed to carry out the tasks necessary to launch the project and ultimately attain the project outcomes required by CMS to obtain reimbursement. These early preparatory tasks fall under two broad categories which are described below with

respect to the personnel needed to carry out these tasks:

- Hire a Program Manager and Evaluator who can take the lead on the following required project components:
 - (a) continue to assess size, characteristics and needs of target population
 - (b) continue to review literature and experiences similar to target populations to determine community-based interventions that are effective in averting negative outcomes
 - (c) continue to develop a project evaluation plan using qualitative and quantitative metrics to determine outcomes
 - (d) design models that include an appropriate range of community services and residential supports.
 - (e) design tools to assess the impact of interventions based on standardized quantitative measures and qualitative analysis relevant to the target population
 - (f) hire and equip staff (computers, phones, automobiles)
- Hire and equip a Project Manager and Director of Practice Management to do the following:
 - (a) Participate in required topical learning collaboratives that will bring together all levels of stakeholders who are involved in DSRIP projects that share common goals, outcomes, themes or approaches. This multi-pronged approach allows for continuous improvement of regional projects, which will in turn better serve RHP 7's low-income population and transform its healthcare delivery system.
 - (b) Establish legal agreements and mou's with local law enforcement, emergency departments and Travis County jail personnel regarding the parameters and details of the project collaboration
 - (c) Establish rental agreements and prepare a physical location for the team
 - (d) Coordinate and plan for the data collection and IT needs of this project
 - (e) Participate in region-wide, anchor-led meetings will be held at least annually.
 - (f) Participate in regular, anchor-led calls that are open to all performing providers and Intergovernmental Transfer (IGT) entities, as launched during plan development.

2. Program clients served:

Describe the eligibility requirements for participants in the program in each component of the program (for example: Travis County residents, income level, etc.).

The expanded MCOT will target Travis County residents who are Medicaid eligible and/or indigent individuals in psychiatric crisis who come in contact with MED's, law enforcement, and central booking and receive appropriate, cost-effective care to address their acute needs. Currently, 58 percent of ATCIC's consumers have Medicaid and 62 percent are indigent. Because this project targets a similar Medicaid eligible and indigent population, ATCIC anticipates this target population will mirror the population served by ATCIC.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

MCOT services include site-based psychiatric screening and psychiatric crisis assessment, access to a prescriber as needed, diversion to appropriate community-based care and resources and short-term follow-up to ensure the individual's immediate crisis is stabilized and the individual is linked with ongoing care and resources. These services are "mobile" services provided on location in the community wherever the individual is presenting. By responding flexibly in the community at the time and place where they are presenting, the new expanded MCOT team will be able to reach these individuals in the community at the site of the crisis, provide appropriate treatment and divert potentially preventable behavioral health and criminal justice admissions and readmissions.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

Originally established by the Travis County Commissioners Court, ATCIC's existing MCOT team currently works closely with several organizations to reach out to individuals experiencing psychiatric crisis, including partners such as The Travis County Sheriff's Department, Austin Police Department, Austin Independent School District, The Mental Health Public Defender's Office, Travis County Emergency Medical Services, and local Emergency Departments.

At a training and administrative level, ATCIC crisis employees have been meeting with ED social workers on a quarterly to bi-quarterly basis for approximately five years to identify, inform and address issues as they arise. Similarly, ATCIC crisis employees and local CIT law enforcement officers meet on a quarterly basis.

Beginning in February 2012, APD partnered with ATCIC as the community behavioral health authority to provide training about mental illness to CIT officers and new police department cadets. These joint trainings are the fruit of several years of collaboration and bridge building. These existing collaborative relationships will serve as the foundation for continued growth and development of ongoing formal and informal communication processes to ensure the success of this project.

5. OUTPUT Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	TOTAL (Travis County + All Other) Annual Goal
<p>Number of unduplicated clients served Enroll and serve individuals with targeted complex needs during DY3 (e.g., a diagnosis of severe mental illness with concomitant circumstances such as chronic physical health conditions, chronic or intermittent homelessness, cognitive issues resulting from severe mental illness, forensic involvement, resulting in extended or repeated stay at inpatient psychiatric facilities.)</p>	<p>Metric: Number of targeted individuals enrolled/served in the project. Baseline/Goal 1: 2,000 (duplicated) individuals</p>	<p>Metric: Number of targeted individuals enrolled/served in the project. Baseline/Goal: 2,000 (duplicated) individuals</p>	<p>Metric: Number of targeted individuals enrolled/served in the project. Baseline/Goal: 2,000 (duplicated) individuals</p>
<u>OUTPUT # 2</u>	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	TOTAL (Travis County + All Other) Annual Goal
<p>Participate in face-to-face learning (ie, meetings or seminars) at least twice per year with other providers and the RHP to promote collaborative learning around shared or similar projects during DY2 – DY5. At each face-to-face meeting, all providers should identify and agree upon several improvements (simple initiatives that all providers can do to “raise the floor” for performance). Each participating provider should publicly commit to implementing these improvements.</p>	<p>Participate in semi-annual face-to-face meetings or seminars organized by the RHP. a. Data Source: Documentation of semiannual meetings including meeting agendas,</p>	<p>Participate in semi-annual face-to-face meetings or seminars organized by the RHP. a. Data Source: Documentation of semiannual meetings including meeting agendas, slides from presentations, and/or meeting notes</p>	<p>Participate in semi-annual face-to-face meetings or seminars organized by the RHP. b. Data Source: Documentation of semiannual meetings including meeting agendas, slides from presentations, and/or meeting notes</p>

	slides from presentations, and/or meeting notes		
--	---	--	--

<u>OUTPUT # 3</u>	<u>Travis County</u> Annual Goal	<u>All Other Funding Sources</u> Annual Goal	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Project Planning – engage stakeholders, identify current capacity and needed resources, determine timelines and document implementation plans during DY2	Project report and implementation plan	Project report and implementation plan	Project report and implementation plan

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

6. OUTCOME Performance Measures (replace the blue text in the left column below with the actual wording of your measures’ numerators, denominators, and outcome rates):

Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column’s shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

DRAFT

Total Program Performance – OUTCOME # 1 Decrease in preventable admissions and readmissions into Criminal Justice System;	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
a. Numerator: The percentage of individuals receiving specialized interventions that had a potentially preventable admission/readmission to a criminal justice setting (e.g. jail, prison, etc.) within the measurement period (numerator)	TBD	Q4
a. Denominator: The number of individuals receiving specialized interventions. <i>This would be measured at specified time intervals throughout the project to determine if there was a decrease.</i> (denominator)	TBD	
(During DY 4) Decrease of 5% below baseline(outcome rate)	5%	

Total Program Performance – OUTCOME # 2 Decrease in preventable admissions and readmissions into Criminal Justice System;	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
Numerator: The percentage of individuals receiving specialized interventions that had a potentially preventable admission/readmission to a criminal justice setting (e.g. jail, prison, etc.) within the measurement period (numerator)	TBD	Q4
Denominator: The number of individuals receiving specialized interventions. <i>This would be measured at specified time intervals throughout the project to determine if there was a decrease.</i> (denominator)	TBD	
(During DY 5) Decrease of 10% below baseline(outcome rate)	10%	

Total Program Performance – OUTCOME # 3 Behavioral Health/Substance Abuse 30 day readmission rate	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
The number of readmissions, for patients 18 years and older, for any cause, within 30 days of discharge from the index behavioral health and substance abuse admission is indicated as either the primary or secondary diagnosis. If an index admission has more than one readmission, only the first is counted as a readmission. (numerator)	TBD	Q4
The number of admissions, for patients 18 years and older, for patients discharged from the hospital with a principal or secondary diagnosis of behavioral health and substance abuse and with a complete claims history for the 12 months prior to admission (denominator)	TBD	
(During DY 4) 5% improvement over baseline (outcome rate)	5%	

Total Program Performance – OUTCOME # 4 Behavioral Health/Substance Abuse 30 day readmission rate	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
The number of readmissions, for patients 18 years and older, for any cause, within 30 days of discharge from the index behavioral health and substance abuse admission is indicated as either the primary or secondary diagnosis. If an index admission has more than one readmission, only the first is counted as a readmission.(numerator)	TBD	Q4
The number of admissions, for patients 18 years and older, for patients discharged from the hospital with a principal or secondary diagnosis of behavioral health and substance abuse and with a complete claims history for the 12 months prior to admission (denominator)	TBD	
(During DY 5) 10% improvement over baseline (outcome rate)	10%	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

ATCIC participates very actively in a number of local planning initiatives. ATCIC's CEO, David Evans, and Dr. Matt Snapp serve on the Board of the Community Action Network (CAN), ATCIC's Chief Program Operations Officer, Dawn Handley, represents ATCIC as a co-chair Central Health's Community Care Collaborative (CCC) together with Central Health and Seton Healthcare System, and co-facilitates Travis County's CHA-CHIP and I-Chip planning initiatives. ATCIC also co-chairs the Children's Planning Partnership, Behavioral Health Planning Partnership and Mayor's Mental Health Taskforce Indicator Improvement Project.

Directly tied to the expanded MCOT project, is ATCIC's participation in the local Psychiatric Stakeholders Committee. The Psychiatric Stakeholders Committee was convened by Central Health in 2007. The group, comprised of high-level representatives from law enforcement, local hospitals, ATCIC, City of Austin, and Travis County, was formed to identify and address the unmet needs for persons in psychiatric crisis. As part of the Psychiatric Stakeholders Committee, a Crisis Intervention Committee (CIC) was formed to function as a work group to review mutually identified community measures, identify needs and gaps and propose solutions for the larger stakeholder group. These efforts have resulted in tangible improvements and investments in healthcare for Travis County citizens, including the allocation of \$9 million for inpatient psychiatric care in FY 2012. ATCIC's proposal for expanded MCOT capacity aims to address one of the critical service gaps identified through the CIC workgroup.

With respect to community criminal justice planning groups, ATCIC acts as the community health Team Leader for the Mental Health Planning Partnership chaired by Judge Nancy Hohengarten. Additionally, ATCIC

participates as an active member of the local Criminal Justice Planning Committee and contributing member of the Planning Council for the Re-Entry Roundtable. As a member of these planning groups, ATCIC has been able to provide expertise and knowledge about the many needs of individuals with mental illness and co-occurring substance use disorders using the sequential intercept model as a tool for identifying opportunities to divert individuals to appropriate treatment alternatives rather than costly emergency and jail services. The expanded MCOT proposal utilizes the concept of critical community intercept points in a way that is similar in concept to the sequential intercept model used by the criminal justice planning groups.

8. Program Evaluation Plan

- Performance evaluation:

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

ATCIC will utilize several avenues to evaluate the programs' performance in achieving both process and improvement goals. To evaluate meeting process goals, ATCIC will utilize documentation of semiannual meetings including meeting agendas, slices from presentations, and/or meeting notes and project report and implementation plan. To evaluate improvement goals, ATCIC will utilize ATCIC's comprehensive electronic health record (EHR) and jail records. Because ATCIC is the local behavioral health authority for Travis County, ATCIC's electronic health records will contain information about previous hospitalizations and clinical notes for ATCIC consumers, including individual care managed through ATCIC's authority function. In instances of potential readmissions, MCOT staff gain an advantage by having immediate access to an individual's EHR that is specific to the previous hospitalization and clinical notes since discharge. Finally, Interagency Care Collaborative (ICC) data is available and may also prove to be useful at a broad systems level.

- Quality improvement:

Describe the process for identifying problems, other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

This project is unique in that it calls for teams to be co-located with four discrete community entities (two local hospital emergency departments within two different hospital systems, jail central booking and police). Ensuring good communication across all five systems, including ATCIC, is vital to the success of the project. For DY2, a process milestone was chosen that would ensure adequate time will be invested in project planning and finalization of project implementation. A focused, collaborative project planning process will provide opportunity to build this collaboration and partner with all five entities in a deliberate and thoughtful planning process.

With the proposed increase in MCOT capacity there will be an accompanying need for added behavioral health capacity so that once the immediate crisis is resolved, individuals can be referred and linked to ongoing behavioral health care. In keeping with the community needs identified in Central Health's Community Needs Assessment (CNA), ATCIC has also submitted the following proposals to Texas Health and Human Services Commission (HHSC) and Center for Medicaid Services (CMS) as part of the Regional Health Plan (RHP) in addition to the proposed MCOT expansion proposal.

1. Access to prescribers (CN.4): *MCOT will use telemedicine, currently proposed project in RHP 7*
2. Hotline staff to assess and triage referrals (CN.15): *included as part of this proposed project*
3. Crisis residential capacity to meet the need for appropriate crisis disposition options (CN.16): *currently proposed project in RHP 7*
4. Primary provider of routine, community based specialty behavioral health treatment services (CN.5): *currently proposed project in RHP 7 to link individuals with ongoing behavioral health treatment with integrated primary care*

The final set of challenges corresponds with the implementation of effective processes for planning efforts to ensure ATCIC's effective communication with the four community organizations: central booking, law enforcement and the two independently operated EDs. Already, the stage has been set early through several formal, longstanding and multi-level community processes to address this challenge.

FORM #4: PROGRAM BUDGET

Date Prepared: 7/29/13

For 2013 Social Service Contracts funded by Travis County

Agency: Austin Travis County Integral CareProgram: Expanded MCOT

Instructions: Provide whole dollar amounts for each applicable line item. **IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME ON THIS PAGE.** Note that the line items with asterisks ** will require prior approval- Refer to your Contract language

IMPORTANT: All \$ amounts must be whole dollars only (no cents)			
PERSONNEL	Requested COUNTY Amount	Amount Funded by All OTHER Sources	*TOTAL Budget (All Funding Sources)
Administrative Salaries- Regular Time			\$0
Direct Service Salaries-Regular Time		\$720,000	\$720,000
Administrative Salaries Overtime			\$
Direct Service Salaries- Overtime			\$0
Benefits		\$180,000	\$180,000
A. SUBTOTAL PERSONNEL			
OPERATING EXPENSES			
General Operating Expenses			\$0
Insurance / Bonding			\$0
Audit Expenses (<i>provide details from this line item in the Subcontractor Expenses form</i>)			\$0
Consultants/Contractors (<i>provide details for this line in the Subcontractor Expenses form</i>)	\$1,000,000	\$3,102,885	\$3,102,885
Staff Travel- <u>within</u> Travis County			\$0
Conferences / Seminars / Training <u>within</u> Travis County			\$0
**Staff Travel- <u>out</u> of County			\$0
B. SUBTOTAL OPERATING EXPENSES			
DIRECT ASSISTANCE			
Food / Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)			\$0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)			\$0
C. SUBTOTAL DIRECT ASSISTANCE			
EQUIPMENT / CAPITAL OUTLAY			
** Purchase of 3 Vehicles / Computers		\$100,000	\$100,000
D. EQUIPMENT / CAPITAL OUTLAY			
GRAND TOTAL (A+B+C+D)	\$1,000,000	\$3,102,885	\$4,102,885
PERCENT SHARE of Total for Funding Sources:	24.4%	75.6%	100%

FORM #5: PROGRAM BUDGET NARRATIVE
For 2013 Social Service Contracts funded by Travis County

Date Prepared: 7/29/13

Agency: Austin Travis County Integral Care

Program: Expanded MCOT

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE. Delete the examples below and replace them with your narrative.

**These line items require prior approval - Refer to your Contract Language

PERSONNEL	NARRATIVE
Salaries – Regular time	Direct care personnel responding to MCOT hotline and Counselors in the field
Salaries - Overtime	
Benefits	FICA, SUTA, Worker’s Compensation, Health & Dental Insurance, EAP, Life and Retirement Benefits for Direct Care staff.
OPERATING EXPENSES	
General Operating Expenses	
Insurance / Bonding	
Audit Expenses	
Consultants / Contractual	Mental Health Services
Staff Travel	
Conferences / Seminars / Training	
**Staff Travel - <u>out of County</u>	
** Conference / Seminars/ Training - <u>out of County</u>	
DIRECT ASSISTANCE	
Food / Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	
Child Care Subsidies	
EQUIPMENT / CAPITAL OUTLAY	
** (specify)3	3 vehicles for MCOT expansion - \$56,000 and computers and other hardware for MCOT Expansion Program - \$44,000

DRAFT

Form #6: TOTAL PROGRAM STAFF POSITIONS & TIME Date Prepared: 7/29/13
For 2013 Social Service Contracts funded by Travis County

Agency: Austin Travis County Integral Care

Program: Expanded MCOT

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

AGENCY: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
QMHP Hotline	100%
QMHP Hotline	100%
QMHP Hotline	100%
QMHP Hotline	100%
QMHP Hotline	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%
Counselor	100%

DRAFT

FORM #7:

PROGRAM FUNDING SUMMARY
for 2013 Social Service Contracts funded by Travis County

Date prepared: 7/29/13

Agency Name: ATCIC

Program Name: Expanded MCOT

Funding	Grant/Contract Name	Funding	Funding Amount
Travis County		9/1/13 – 8/30/14	\$1,000,000
Travis County			
Travis County			
City of Austin			
City of Austin			
City of Austin			
Federal		9/1/13 – 8/30/14	\$2,433,010
Federal			
State		9/1/13 – 8/30/14	\$ 669,875
State			
United Way			
Contributions			
Program Income/ Fees			
Other			
Other			
Other			
Other			
	TOTAL PROGRAM		\$4,102,885

DRAFT

Form #8: **SUBCONTRACTED EXPENSES FORM** Date prepared: 7/29/13
for 2013 Social Service Contracts funded by Travis County

Agency: ATCIC Program: Expanded MCOT

Please provide TOTAL PROGRAM information for all of this program's subcontractors whose professional services will be charged to this program. Include all sub contracts regardless of funding source.

SUBCONTRACT # 1		
Name of Subcontract	To be Determined	
Services to be Subcontracted	Professional Mental Health Services	
Number of Clients to be Served (If applicable)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY Amount</u> \$1,000,000	<u>ALL OTHER Sources Amount</u> \$2,102,885	TOTAL \$4,102,885

DRAFT

SUBCONTRACT # 2		
Name of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (If applicable)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY Amount</u> \$	<u>ALL OTHER Sources Amount</u> \$	TOTAL

SUBCONTRACT # 3		
Name of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (If applicable)		
Dollar Amounts by Funding Source:		
<u>TRAVIS COUNTY Amount</u> \$	<u>ALL OTHER Sources Amount</u> \$	TOTAL

**Form #9: Travis County Health and Human Services & Veterans Service Department
2013 Performance Report Definition Tool
ATCIC - Local Match**

Date Report was generated: 7/29/13

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
Output #1	DSRIP Summary Project Report: Expanded MCOT	Expanded MCOT: DSRIP Outcome Measures	DSRIP Project Outcome Measures: Expanded MCOT		
Outcome #1					
DRAFT					
DEMOGRAPHIC AND ZIP CODE REPORT					
Gender, Race and Ethnicity					
Age					
Income Status					
Zip Code					

ETHICS AFFIDAVIT
ATTACHMENT A

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

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 360 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

DRAFT

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20____.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
August 15, 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.....	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse).....	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
Commissioner, Precinct 4	Maureen Gomez	
Executive Assistant.....	Edith Morejon	
Executive Assistant.....	Anna Guerra	
County Treasurer	Dorees Ortega	
County Auditor	Nick Rillo*	
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	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	CW Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	

DRAFT

Created 08-29-13 @ 3:54 pm

Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant IV	Angel Gomez*
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III	Sydney Ceder*
Purchasing Agent Assistant III	Ruena Victorino*
Purchasing Agent Assistant III	Rachel Carona*
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 Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis

FORMER EMPLOYEES

DRAFT

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Auditor	San Spatio, CP	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, P.M. A.P.P.	09/26/13
Executive Assistant.....	Cherise 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
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14

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

ATTACHMENT B
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 insuring agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

- 1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- 2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:

- a. Waiver of Subrogation (Form 2304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

DRAFT

B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.




RECEIVED
TRAVIS COUNTY
2013 AUG 22 PM 12:32
PURCHASING
OFFICE

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

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

DATE: August 21, 2013

TO: Cyd V. Grimes. C.P.M., CPPO, Travis County Purchasing Agent

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

SUBJECT: Local Match Contribution Agreement with Austin Travis County
Integral Care (ATCIC)

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve contract agreement with ATCIC.

Summary and Staff Recommendation:

Travis County will pledge local funds in order for Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("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, to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable mental health services.

ATCIC is committed to coordinating an integrated array of quality community-based services addressing the needs and requests of people whose lives are affected by

mental disabilities, substance abuse, children's developmental delays, and emotional behavioral or social disabilities problems; and building on the inherent strengths of consumers, families, staff and community.

The Department is recommending approving a contract with ATCIC, and authorize to transfer public funds to ATCIC for use as the non-federal share of supplemental waiver payments pursuant to Section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54 and 1 Tex. Admin Code §355.8201.

Program:

As part of the Regional Health Plan (RHP) Region 7 Delivery System Reform Incentive Payments (DSRIP) submission to Texas Health and Human Services Commission (HHSC) and Center for Medicaid Services (CMS), ATCIC has submitted a Mobile Crisis Outreach Team (MCOT) expansion proposal. This project specifically addresses the unmet need of providing psychiatric services (evaluation, diagnosis and treatment) for adults at the right time and in the right place. By adding MCOT capacity at key community intercept points (Travis County Jail central booking, the two highest psychiatric volume emergency departments and paired with two trained Mental Health Crisis Intervention Team law enforcement officers), an opportunity is created to divert inpatient psychiatric admissions, jail bookings and emergency department (ED) admissions, provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to ongoing supports.

The expanded MCOT will target Travis County residents who are Medicaid eligible and/or indigent individuals in psychiatric crisis who come in contact with ED's, law enforcement and central booking receive appropriate, cost-effective care to address their specific needs. Currently, 38 percent of ATCIC's consumers have Medicaid and 62 percent are indigent. Because this project targets a similar Medicaid eligible and indigent population, ATCIC anticipates this target population will mirror the population served by ATCIC.

Budgetary and Fiscal Impact: \$1,000,000.00

Contract Term: September 1, 2013 – August 30, 2014

Cc:

Deborah Britton, Division Director, Community Services, TCHHS/VS
Nicki Riley, Travis County Auditor
Patti Smith, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive for Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant III, Travis County Purchasing Office
Kathleen Haas, Financial Manager, TCHHS/VS
Jim Lehman, Division Director, Family Support Services, TCHHS/VS
Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
Olle Pope, Veteran Services Officer, Veteran Services, TCHHS/VS
Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS

Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND BRAZOS COUNTY FOR A PURCHASING COOPERATIVE PROGRAM.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

This interlocal will allow Travis County and Brazos County to have access to all contracts of the other agency, to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment, and will facilitate the ability to satisfy state laws requiring the agencies to seek competitive bids for the purchase of goods and services. Each agency agrees to extend contracts for shared use to the extent permitted by law.

**INTERLOCAL PURCHASE AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS AND BRAZOS COUNTY, TEXAS**

Travis County, Texas and Brazos County, Texas enter into this Interlocal Purchase Agreement (the "Agreement"), acting by and through their respective governing bodies, under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 and Texas Local Government Code Chapter 271. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

This Agreement is authorized by Chapter 791 of the Texas Gov't Code and Local Government Code Chapter 271, subchapter F. The Parties are local governments as that term is defined in Local Government Code section 271.101(2). Section 271.102 of that code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. A local government that purchases materials, supplies, goods, services or equipment under a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids to purchase goods or services. Texas local governments have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment.

The Parties desire to enter into a cooperative purchasing program, which will allow the Parties to purchase materials, supplies, goods, services or equipment from each other. **THEREFORE**, in consideration of the mutual promises here, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1. This Agreement's purpose is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

**ARTICLE II
TERM**

2. The term of this Agreement will start on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement will renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. Termination of this Agreement by a Party, however, will not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

ARTICLE IV PURCHASING

4. Each Party will designate a person to act on its behalf in all matters relating to the cooperative purchasing program. All purchases will be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made according to this Agreement. The purchasing party will be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party may not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

ARTICLE V CURRENT REVENUE

5. The Parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it in this Agreement or required by any other agreements, contracts and documents executed, adopted, or approved under this Agreement, which includes any exhibit, attachment, addendum or associated document, will be paid from current revenues available to the paying Party. The Parties warrant that no debt is created by this Agreement and that any debt created through a purchase will be the sole obligation of the purchasing Party and no obligation or liability for such debt will be a liability or obligation of the other Party.

ARTICLE VI FISCAL FUNDING

6. The Parties' financial obligations, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII MISCELLANEOUS

7A. **Notice:** Any notice required or permitted to be delivered under this Agreement will be deemed received when sent in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment:** This Agreement may be amended by the mutual written agreement of all of the Parties.

7C. **Severability:** In the event any one or more of the provisions contained in this Agreement is for

any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. **Governing Law:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, will be governed by the laws of the State of Texas. Venue for any action concerning this Agreement will lie in Travis County, Texas.

7E. **Entire Agreement:** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. No agent, official, employee or representative of Travis County has the authority to amend or assign this Agreement unless expressly granted authority by the Travis County Commissioners Court.

7F. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original constituting one and the same instrument.

7G. **No Assignment:** The Parties may not assign or transfer their rights under this Agreement.

7H. **Compliance with Law:** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7I. **No Waiver of Rights:** Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement will be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

EXECUTED this _____ day of _____, 2013.

TRAVIS COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

c/o Cyd Grimes, Travis County Purchasing

P.O. Box 1748

Austin, Texas 78767

Agent

FOR COUNTY, APPROVED AS TO FORM:

By: _____

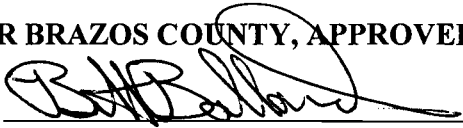
County Attorney

EXECUTED this 20th day of August, 2013.

BRAZOS COUNTY, TEXAS
By: 

Name: Duane Peters
Title: Brazos County Judge
Date Signed: 8/20/13
Address for Notice:
200 S. Texas Ave.
Ste. 332
Bryan, TX 77803

FOR BRAZOS COUNTY, APPROVED AS TO FORM:

By: 
County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 3, 2013

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve contract award for Consultant Services for RFP Development and Contract Transition for Third Party Administration, RFS NO. 1210-009-CW, to the highest ranked Proposer, Gallagher Benefit Services, Inc.

- **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.

RFS No. 1210-009-CW was issued on December 14, 2012. A total of one hundred ninety-one (191) vendors were solicited and seven (7) proposals were received. After the evaluation process and receipt of the Best and Final Offers, the evaluation committee and Travis County HRMD recommends contract award to the highest ranked Proposer. Based on the total score, the evaluation committee and Travis County HRMD recommends contract award to Gallagher Benefit Services, Inc.

Under this Contract, Gallagher Benefit Services, Inc. will assist Travis County with the development and analysis of a separate solicitation to be issued by December 2013 for the third party administration of the County's self-funded employee benefits plans. The current third party administrator, United Healthcare (UHC), has been under contract with the County since October 1, 2001 and the contract expires September 30, 2014.

While UHC has been a great partner with the County, the Benefits Committee feels it is in the best interest of the Travis County Health Fund to receive proposals from other administrators and carriers to ensure the County is receiving the best service, rates and discounts in the marketplace. Due to the complexity of health plan design, premium structures, actuarial analysis of carrier discounts, and negotiating

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

administrative rates, hiring a third-party consultant to assist with the development and analysis of a RFP can help the County realize substantial savings with the current or a new third-party administrator. The highest ranked Proposer, Gallagher Benefit Services, Inc., has been placing and servicing Third Party Administrator/Administrative Services Organization (TPA/ASO) plans in excess of twenty (20) years across the United States and beyond. Gallagher Benefit Services, Inc. will give Travis County the unique opportunity to review for consideration many varied and sometimes “cutting edge” opportunities offered by a TPA/ASO alternative, based on the group’s specific needs. This will include opportunities to discuss whether it is the TPA or Carrier Administrator, Reinsurance, optimizing Medical and Rx plan designs, and or even negotiating direct Hospital contracts in order to get the best value for the group plans. The partnership with Gallagher Benefit Services, Inc. will help Travis County realize all options are considered.

Phase One Services will be awarded at a firm-fixed price of \$40,000.00 in which Gallagher Benefit Services, Inc. shall collaborate with the County to provide the services below:

- Develop a Request for Proposal based on County specifications to provide Third Party Administration services for the County self-funded employee/retiree benefit plan.
- Work within the County purchasing procedures and with Purchasing Office, assist with solicitation for qualified offers, assist with a pre-proposal conference, if appropriate, and provide follow-up answers to Purchasing Office for proposer questions.
- Analyze and evaluate self-funded administration proposals submitted and prepare a written report of findings and recommendations in accordance with County specifications upon direction of County staff.
- Review and analyze current health plan costs and design. Provide reports, actuarial analysis and recommendations for plan changes to maintain sustainability of self-funded health plan.
- Work in conjunction with County to negotiate services and pricing with prospective TPA’s that have submitted proposals.

- Operate in an advisory capacity; if requested by the County, participate in meetings to coordinate and review proposer finalist presentations and facilitate development of recommendations.
- Illustrate and define the advantages/disadvantages associated with each proposal along with the rate comparison using the requested format.
- Present recommendations as needed to County decision makers.

If the County exercises its option to implement Phase Two by requesting any one or more of the tasks listed below, they will be on an as needed basis and provided at an hourly rate of \$170.00/Hour. Gallagher Benefit Services, Inc. shall assist County in the transition and implementation of any of the following tasks:

- Assist in preparation of plan Summary of Benefits and Coverage and summary plan descriptions.
- Assist in review of new contract.
- Assist in eligibility, electronic upload set up, testing and auditing.
- Assist in employee/retiree training, and preparation of communication materials.
- Assist in review of pharmacy set up, including formulary, if any, and quantity limits and pre-authorizations.
- Assist in setting up standard and custom reports.
- Assist in review of plan set up with TPA.
- Assist with initial auditing of claims processing, for 30-60 days to ensure correct system set up.
- Assist in training TPA customer service on County plan's and processes.
- Gallagher shall provide additional recommended tasks based on their professional expertise and knowledge of similar projects.

➤ **Contract-Related Information:**

Award Amount: \$40,000.00 for Phase I Services, Firm Fixed Price, \$170.00/Hour for Phase II Services on an as needed basis.

Contract Type: Bilateral, Non-Term

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

Contract Period: September 3, 2013 through September 30, 2014

➤ **Solicitation-Related Information:**

Solicitations Sent:	119	Responses Received:	7
HUB Information:	N/A	% HUB Subcontractor:	N/A

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: 300000688
- Comments: Requisitions are processed at time of requirement.

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



Human Resources Management

700 Lavaca Street, Suite 420

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-6677

June 24, 2013

TO: C.W. Bruner, Purchasing Agent

FROM: John Rabb, Benefits Manager *JR*
Shannon Steele, Benefits Administrator *SMS*

SUBJECT: Recommendation for Award, RFP # 1210-009-CW, Consultant Services for RFP Development and Contract Transition for Third Party Administrator

The evaluation committee recommends the award for RFP #1210-009-CW to the top ranked proposer, Gallagher Benefit Services, Inc.

Travis County issued a Request for Proposal (RFP) soliciting responses and bids from experienced consulting firms whose services will be utilized to assist the County with the development and analysis of a separate RFP for the third party administration of the County's self-funded employee benefit plans. The current third party administrator, United Healthcare (UHC), has been under contract with the County since October 1, 2001.

While UHC has been a great partner with the County, the Benefits Committee feels it is in the best interest of the Travis County Health Fund to receive quotes and proposals from all interested and qualified administrators and carriers to ensure the County is receiving the best services, rates, programs, and discounts in the marketplace. Due to the complexity of health plan design, premium structures, actuarial analysis of carrier discounts, and negotiating administrative rates, hiring a third-party consultant to assist with the development and then the analysis of a RFP can help the County realize substantial savings with the current or a new third-party administrator.

The five-person evaluation committee, all members of the Benefits Committee, along with Purchasing and County Attorney staff spent several months carefully reviewing, interviewing, discussing, evaluating and scoring all respondents to the initial Request for Proposal. The following criterion was used to evaluate and rank the respondents:

- Demonstrated Capabilities and Expertise of Personnel
- Demonstrated Experience of the Firm
- Fee Proposal
- Proposed Approach to Providing Services

The top ranked bidder, Gallagher Benefit Services, Inc., has been placing and servicing TPA/ASO plans in excess of twenty (20) years across the United States and beyond. Gallagher Benefit Services, Inc. gives the client the unique opportunity to review for consideration many varied and sometimes “cutting edge” opportunities offered by a TPA/ASO alternative, based on the group’s specific needs. Whether it is the TPA or Carrier Administrator, Reinsurance (Specific and/or Aggregate), optimizing Medical and Rx plan designs to get the best value and or even negotiating direct Hospital contracts, the client realizes that no stone is left unturned for their group.

The evaluation committee felt the expertise, experience and resources available at Gallagher Benefit Services, Inc. would provide the highest value to the County for developing an RFP and then reviewing, analyzing and negotiating a contract for Third Party Administration for the plan year beginning October 1, 2014. The evaluation committee was very impressed with all respondents to the RFP and the committee is very appreciative of the time and effort they put in to their proposals.

If you have any questions, please contact John Rabb at 512-854-2742 or Shannon Steele at 512-854-6046.

Funds Reservation 30000688

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	08/23/2013
FM area	1000	Posting date	08/23/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	MCREEN	Created on	08/23/2013
Last changed by		Last changed	
More Data			
Text	TPA for Health Contracts (Gallagher)		
Reference			
Overall Amount	40,000.00 USD		

Document item 001			
Text	Consulting services		
Commitment item	511890	Funds center	1110068956
Fund	8956	G/L account	511890
Cost center	1110068956	Due on	
Vendor		Customer	
Amount	40,000.00 USD		



Evaluation Matrix, Consultant Services for RFP Development and Contract Transition for TPA, BAFO

EVALUATION CATEGORY DESCRIPTION	Weight	Frost HR Consulting	Holmes Murphy & Associates, Inc.	Gallagher Benefit Services, Inc.	McGriff Seibels & Williams
1 Demonstrated Capabilities and Expertise of Personnel: Demonstrated training, expertise and experience of key personnel to provide the services proposed.	30.00%	102.23	99.58	119.03	109.23
2 Demonstrated Experience of the Firm: Demonstrated experience of the firm in providing the services requested in this RFS and previous similar projects. This includes a description of the Proposer's ability to meet all requirements of the RFS.	30.00%	103.73	106.50	126.00	116.33
3 Fee Proposal:	30.00%	90.64	60.00	86.11	95.00
4 Proposed Approach to Providing Services: Proposer shall have adequate current fulltime staff, both registered professionals in an applicable field and technical and administrative support staff, to competently and efficiently perform the work.	10.00%	36.40	22.10	43.00	28.10
OVERALL PROPOSER SCORE		333.00	288.18	374.14	348.66

CWD Brown
Purchasing Representative Name

6/17/2013
Date

**CONTRACT BETWEEN
GALLAGHER BENEFIT SERVICES, INC AND TRAVIS COUNTY
FOR CONSULTANT SERVICES
FOR RFP DEVELOPMENT AND CONTRACT TRANSITION FOR
THIRD PARTY ADMINISTRATOR FOR COUNTY HEALTH CARE BENEFITS**

This Contract is entered into by the following parties:

Travis County, a political subdivision of Texas ("County"), and
Gallagher Benefit Services, Inc., a Delaware corporation ("Gallagher").

RECITALS

County needs professional consulting services for the development of a Request for Proposals ("RFP") for Third Party Administration of current county health care benefits. This includes development of the RFP, involvement in the solicitation, analyzing and evaluating responses, and providing recommendations to County staff as Phase One. In addition, County may elect to exercise its option to engage Gallagher to assist in the transition and implementation from the current third party administrator to the party or parties selected as a result of the Request for Proposals as Phase Two.

Gallagher will provide these professional services.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOC. GOV'T CODE ANN., § 262 et seq.

AGREEMENT

The parties agree to the terms and conditions stated in this contract.

1.0 TERM OF CONTRACT: The contract shall be effective upon award by the Travis County Commissioners Court and, unless sooner terminated as provided in this contract, shall continue in full force and effect through successful completion and County's acceptance of Phase One, unless County exercises its option to implement Phase Two. If County exercises its option to implement any one or more of the tasks that are included in Phase Two, County and Gallagher shall amend this contract to specify the tasks to be performed and the maximum compensation due for these tasks and this contract shall continue in full force and effect through successful completion and County's acceptance of Phase Two. If Travis County Commissioners Court authorizes Gallagher to complete services in addition to those listed in this contract, County and Gallagher shall amend this contract to specify the additional services to be performed and the additional compensation due.

2.0 CONTRACT ADMINISTRATOR AND CONTRACT MANAGER

2.1 The Purchasing Agent is the chief procurement officer and acts as the overall contract administrator.

2.2 The contract manager oversees day to day work under this contract on behalf of the County, and has the authority to interpret and define in writing policies and make decisions about Gallagher's performance. For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county department named below shall act as contract manager on behalf of Travis County:

Travis County
Human Resources Management Department
700 Lavaca Street, Suite 420
Austin, Texas 78701

3.0 HIPAA, HITECH AND FINAL RULE COMPLIANCE

3.1 Simultaneously with this contract, Gallagher and County shall enter into a Business Associate Agreement that complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and other applicable state and federal laws, all as amended from time to time including as amended by the Final Rule issued by the Secretary of the Department of Health and Human Services on January 17, 2013.

3.2 Gallagher shall comply with its HIPAA Privacy Policy as stated in full and as described in part in Attachment C.

4.0 GALLAGHER PERFORMANCE OF SERVICES

4.1 During the term of the contract, Gallagher shall perform, in a timely manner, the services and activities described in Phase One of Attachment A of this contract in accordance with its terms and conditions. Gallagher shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

4.2 If County exercises its option for any of the services in Phase II, County and Gallagher shall amend this contract and state the services to be performed, the maximum payable for these services at the rate of \$170 per hour for the persons listed in Attachment D.

4.3 Delivery of all reports and services under this contract shall be FREE ON BOARD to final destination at the address for the Contract Manager. The Contract Manager is:

John Rabb
Benefits Manager

Human Resources Management Department
700 Lavaca Street, Suite 420
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9165/Fax: (512) 854-6677
Email: John.Rabb@co.travis.tx.us

4.4 Gallagher shall communicate all requests for direction relating to services performed under this contract to Contract Manager. However, Contract Manager shall not serve as the agent of Travis County or the Travis County Commissioners Court for any other purpose than conveying factual or statistical information. Gallagher may communicate requests for factual or statistical information relating to services performed pursuant to this contract to Contract Manager and may rely on all factual or statistical information supplied by Contract Manager in response to these requests.

4.5 Gallagher shall perform the services described in Phase One of Attachment A and Gallagher shall perform these services in a manner consistent with the representations made by it in Attachment B and use only the persons named and described in Attachment D in performing these services. Gallagher acknowledges that the completion of Phase One in compliance with the schedule in Attachment B is essential to preserve the value of the services and allow County to apply the information to the improvement of the county benefits in the fiscal year beginning October 1, 2014 and shall use its best efforts to complete the phase as specified.

4.6 All work products produced and delivered to the County under this contract including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Gallagher shall become property of the County upon receipt; provided that Gallagher may retain copies of all work products

4.7 Gallagher performs services using the purchase order method. Gallagher references the contract number and the purchase order number on all invoices to the contract manager for payment.

4.8 If any services, functions or responsibilities not specifically described in this contract are required for the proper performance and provision of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described in this contract. Except as otherwise expressly provided in the contract, Gallagher shall be responsible for providing the facilities, personnel and other resources as necessary to provide the services.

5.0 COUNTY OBLIGATIONS

5.1 After completion of the services in Phase I and submission of a final report on these services to County, County shall review the report and if, in the opinion of the Benefit Manager, it is satisfactory and complies with the requirements in the contract and Attachment A, County shall pay \$40,000 to Gallagher in compliance with the Texas Prompt Payment Act.

5.2 After completion of the services described in any amendment related to County's exercise of its option for services in Phase Two and submission of a final report on these services to County, County shall review the report and if, in the opinion of the Benefit Manager, it is satisfactory and complies with

the requirements in the contract and Attachment A, County shall pay Gallagher the amount stated in the amendment.

5.3 If County and Gallagher amend this contract to provide for services other than additional meetings that are outside the scope of this contract and the options provided in it when it is originally approved, Gallagher shall provide these services and invoice County at the rate of \$170 per hour based on the time that is required to provide these additional services by the persons listed in Attachment D, or the maximum amount stated in the amendment for these additional services, whichever is less.

6.0 ATTACHMENTS AND CONSTRUCTION OF CONTRACT PRIORITIES

6.1 The attachments lettered and named below are made a part of this contract, and constitute promised performances by Gallagher in accordance with 4.1 of this contract:

- 6.1.1 Attachment A, BAFO, Scope of Services
- 6.1.2 Attachment B, Proposal from Gallagher , including Schedule in Appendix 3
- 6.1.3 Attachment C, Executive Summary, Gallagher HIPAA Privacy Policy
- 6.1.4 Attachment D, List of Contractor Staff Authorized to Provide Services
- 6.1.5 Attachment E, County's General Contract Provisions
- 6.1.6 Attachment F, Affidavit

6.2 If there is a conflict between these documents:

- 6.2.1 The Business Associate Agreement overrides this document and all of its Attachments.
- 6.2.2 Attachment C overrides this document and Attachments A, B, D and E to it.
- 6.2.3 This document overrides Attachments A, B, D and E to it;
- 6.2.4 Attachment A overrides Attachments B, D and E.
- 6.2.5 Attachment B overrides Attachments D and E.

7. EXEMPTION FROM COUNTY PURCHASING ACT

7.1 Pursuant to TEX. LOC. GOV'T 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.

TRAVIS COUNTY

GALLAGHER BENEFIT SERVICES, INC.

By: _____
Samuel T. Biscoe
County Judge

By:  _____
Name Bruce Romine
Title Area President

Date: _____

Date: _____

APPROVED AS TO FORM:

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Nicki Riley, Travis County Auditor

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date: _____

ATTACHMENT A
BAFO

SCOPE OF SERVICES:

Gallagher shall provide the services in Phase One. Gallagher grants County the option to implement any one or more of the tasks that are included in Phase Two.

Phase One:

Gallagher shall collaborate with the Benefits Division of the Human Resources Management Department, Purchasing Office and any additional designated groups.

Gallagher shall:

- Develop a Request for Proposal based on County specifications to provide Third Party Administration (TPA) services for the County self-funded employee/retiree benefit plan.
- Work within the County purchasing procedures and with Purchasing Office, assist with solicitation for qualified offers, assist with a pre-proposal conference, if appropriate, and provide follow-up answers to Purchasing Office for proposer questions.
- Analyze and evaluate self-funded administration proposals submitted and prepare a written report of findings and recommendations in accordance with County specifications upon direction of County staff.
- Review and analyze current health plan costs and design. Provide reports, actuarial analysis and recommendations for plan changes to maintain sustainability of self-funded health plan.
- Work in conjunction with County to negotiate services and pricing with prospective TPA's that have submitted proposals.
- Operate in an advisory capacity; if requested by the County, participate in meetings to coordinate and review proposer finalist presentations and facilitate development of recommendations.
- Illustrate and define the advantages/disadvantages associated with each proposal along with the rate comparison using the requested format.
- Present recommendations as needed to County decision makers.

Phase Two:

If County exercises its option to implement any one or more of the tasks that are included in Phase Two, Gallagher shall assist County in the transition and implementation of any of the following tasks. Gallagher shall provide additional recommended tasks based on their professional expertise and knowledge of similar projects.

Gallagher shall:

- Assist in preparation of plan Summary of Benefits and Coverage and summary plan descriptions.
- Assist in review of new contract.
- Assist in eligibility, electronic upload set up, testing and auditing.
- Assist in employee/retiree training, and preparation of communication materials.
- Assist in review of pharmacy set up, including formulary, if any, and quantity limits and pre-authorizations.
- Assist in setting up standard and custom reports.
- Assist in review of plan set up with TPA.
- Assist with initial auditing of claims processing, for 30-60 days to ensure correct system set up.
- Assist in training TPA customer service on County plan's and processes.

ATTACHMENT D
LIST OF GALLAGHER STAFF AUTHORIZED TO PROVIDE SERVICES

Phase 1:

Bruce Romine – Area President
P. Todd Dorton - Consultant
Nancy Webster – Area Senior Vice President
Maurene Padilla – Benefits Analyst
Chris Stearns – Benefits Analyst
Kim Taylor – Marketing Unit Leader
Klara White – Account Manager
Megan Clark – Marketing Specialist
Erin Perry – Marketing Specialist
Christina Guerrero- Executive Assistant
Patricia (Trish) Cochran –Records Administrator
Brenda Flores- Internal Account Supervisor

Additional Staff for Phase 2:

Allison Vaughn – Project Manager
Alyson Williams – Health Management Coordinator
Cheri Fell – Health Management Consultant
Nina Guerrero – Account Coordinator
Blake Strotkamp- Account Coordinator
Jaime Bruhn – Technical Analyst
Shannon Kennedy – Director of Operations
Sherrie Johnson - Benefit Specialist Unit Leader

Benefit Specialists:

Christine Acheson
Harmony Campos
Letty De La Garza

ATTACHMENT E
PART IV - GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving in any calendar year any money or other 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
 - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 but does not include
 - 1.4.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
 - 1.4.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
 - 1.4.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent or her designee.

- 1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
 - 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.
- 1.9 "TPA" means Third Party Administrator.
- 1.10 "ASO" means Administrative Services Only
- 2.0 **GENERAL CONDITIONS:** Gallagher represents that it has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Gallagher has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- 3.0 **GALLAGHER CERTIFICATIONS:**
 - 3.1 Gallagher certifies that Gallagher is a duly qualified, capable, and bondable business entity, Gallagher is not in Receivership and does not contemplate it, and Gallagher has not filed for bankruptcy and does not contemplate it. Further Gallagher certifies that Gallagher is not currently delinquent with respect to payment of property taxes within Travis County.
 - 3.2 Gallagher represents that none of the materials used in this contract are subject to any copyrights, patents or licenses. If Gallagher is incorrect, Gallagher warrants that all

applicable copyrights, patents, and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Gallagher shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in this contract.

- 4.0 DISPUTES AND APPEALS:** The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If Gallagher does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Gallagher shall submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Gallagher's satisfaction, Gallagher may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply, Gallagher then has the right to be heard by Commissioners Court.
- 5.0 FUNDING OUT:** Despite anything to the contrary in this contract, 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 Gallagher thirty (30) days written notice that this contract is terminated due to the failure to fund it.
- 6.0 INVOICING/PAYMENTS:**
- 6.1 Gallagher shall use the electronic reporting system (Vendor Tracking System) implemented by Travis County and shall require all subcontractors to use this system for system reporting for tracking payments. County HUB staff shall provide training and additional information regarding the use of this system.
- 6.2 Gallagher shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any contract funds are payable.
- 6.3 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
P.O. Box 1748

Austin, Texas 78767

County does not pay invoices that are in excess of the amount authorized by the Purchase Order.

- 6.4 Invoices shall include at least the following:
 - 6.4.1 name, address, and telephone number of Gallagher and similar information in the event payment is to be made to a different address;
 - 6.4.2 County Contract or Purchase Order number;
 - 6.4.3 identification of products or services as outlined in this contract;
 - 6.4.4 quantity or quantities, applicable unit prices, total prices, and total amount; and
 - 6.4.5 any additional payment information called for by this contract..
- 6.5 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by County prior to contract award.
- 6.6 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.
- 7.0 **DISCOUNTS:** In connection with any discount offered, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever is later. Payment is deemed to have been made on the date of mailing of the check or warrant.
- 8.0 **COVENANT AGAINST CONTINGENT FEES:** Gallagher warrants that no persons or selling agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Gallagher to secure business. For breach or violation of this warranty, County may terminate this contract without liability, or in its discretion, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 9.0 **ASSIGNMENT:**
 - 9.1 Assignment. The parties to this contract shall not assign any of the rights or obligations under this contract without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this contract unless that specific authority is expressly granted by Commissioners Court.

- 9.2 **Successors Bound.** The terms, provisions, covenants, obligations and conditions of this contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this contract if the assignment or transfer is made in compliance with the provisions of this contract.
- 9.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Gallagher will be recognized until it is approved by Commissioners Court.
- 10.0 FORCE MAJEURE:** If the performance by Gallagher of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence is an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this contract, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects of it.
- 11.0 TERMINATION FOR CONVENIENCE:** County may terminate this contract upon thirty (30) calendar days' written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. County shall not terminate this contract for Convenience when termination is authorized under any other provisions of this contract, or when County intends to award the same or similar contract requirements to another source. If such termination occurs, County shall pay Gallagher those costs directly attributable to work done in preparation for completion or compliance with contract prior to termination. County shall not pay any costs which are recoverable in the normal course of doing the business in which Gallagher is engaged. In addition, costs that can be mitigated through the sale of supplies or inventories shall not be paid. If County pays for the cost of supplies or materials obtained for use under this contract, those supplies or materials become the property of County and shall be delivered to the FOB point shown in the contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this contract.
- 12.0 TERMINATION FOR DEFAULT:** Failure by either County or Gallagher to perform any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County legal representative only and all replies shall be made in writing to the County Purchasing Agent or County legal representative at the address shown on Paragraph 21. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County may enforce the performance of this contract in any manner prescribed by law in case of default and may contract with another party with or without competition or

further notification to Gallagher. Gallagher shall pay at least any difference in the cost of securing the services covered by this contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. If County terminates this contract for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this contract.

13.0 CHANGES:

13.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this contract that do not result in price changes in any one of the following:

13.1.1 Description of services;

13.1.2 Place of delivery;

13.1.3 Any aspect of the contract to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to Gallagher.

13.2 Gallagher acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that specific authority by the Commissioners Court.

13.3 If any change under 13.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract. Gallagher must submit any "proposal for adjustment" within 30 days after the date of receipt of the written order.

13.4 Gallagher shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Gallagher's requests to Commissioners Court for consideration.

14.0 COUNTY ACCESS: Gallagher shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or 3 years after completion of the contract term, whichever occurs first. However, the records shall be retained beyond the third year if an audit is in

progress or the findings of a completed audit have not been resolved satisfactorily.

15.0 SUBCONTRACTS:

15.1 Gallagher shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Gallagher that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

15.2 If a subcontract is approved, Gallagher must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this contract. Gallagher must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Gallagher to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this contract and may result in termination of this contract.

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

17.0 ASSIGNMENT OF CONTRACT OR MORTGAGE: Gallagher must not transfer or assign any part of or right or interest in this contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Gallagher must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

18.0 CIVIL RIGHTS/ADA COMPLIANCE: Gallagher shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Gallagher were an entity bound to comply with these laws. Gallagher shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

19.0 GRATUITIES: County may terminate this contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Gallagher or any agent or representative of Gallagher to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Gallagher at least three times the cost incurred by Gallagher in

providing the gratuities.

20.0 FORFEITURE OF CONTRACT: Gallagher shall forfeit all benefits of the contract and County shall retain all performance by Gallagher and recover all consideration or the value of all consideration paid to Gallagher pursuant to this contract if:

- 20.1 Gallagher was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date on which its proposal was due with one or more Key Contracting Persons, if Gallagher has not disclosed the name of that Key Contracting Person in Exhibit A to Affidavit, which is expressly incorporated in this contract; or
- 20.2 Gallagher does business with a Key Contracting Person after the date on which the proposal that resulted in this contract was submitted and prior to full performance of the contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) days after commencing business with that Key Contracting Person.

21.0 NOTICES:

21.1 Any notice required or permitted to be given under this contract 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 to whom the notice is to be given at the address set forth in this section.

21.2 The address of County for all purposes under this contract shall be:

**Cyd Grimes, C.P.M., CPPO
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748**

21.3 The address of the Gallagher for all purposes under this contract shall be:

**Bruce Romine
Gallagher Benefit Services, Inc.
221 West Sixth Street, Suite 1980
Austin, Texas 78701**

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

22.0 INTERPRETATION OF CONTRACT:

- 22.1 **Law and Venue.** This contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract is in Travis County, Texas.
- 22.2 **Severability.** If any portion of this contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 22.3 **Headings.** Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in interpreting this contract.
- 22.4 **Computation of Time.** When computing a time period under this contract, the first day is excluded and the last day is included. If the last day is a Saturday, Sunday, or holiday designated by Travis County, these days are omitted from the computation. All hours are stated in Central Standard Time or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.
- 22.5 **Gender and Number:** Words of any gender in this contract 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 contract clearly requires otherwise.
- 23.0 ENTIRE CONTRACT:** All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.
- 24.0 LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:**
Gallagher shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising out of or in connection with services provided by Gallagher under this contract.
- 25.0 INSURANCE AND LIABILITY:**
- 25.1 **Insurance Coverage.** Gallagher shall have, and shall require all subcontractors providing services under this contract to have, Standard Insurance sufficient to cover the needs of Gallagher and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Gallagher and/or subcontractor, Supplemental Insurance Requirements or alternate insurance options may be imposed. All of Gallagher's insurance and subcontractors' insurance shall meet the following General Requirements:

- 25.1.1 The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the contract.
- 25.1.2 Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- 25.1.3 Prior to commencing work under this contract, the required insurance shall be in force.
- 25.1.4 Certificates of Insurance shall include the endorsements outlined below.
- 25.1.5 General Liability Insurance required under this contract shall name Travis County as Additional Insured and that shall be considered primary for all claims.
- 25.1.6 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.
- 25.1.7 County reserves the right to review insurance requirements during any term of the contract and to require that Gallagher make reasonable adjustments when the scope of services has been expanded.
- 25.1.8 Gallagher shall not allow any insurance to be cancelled or lapse during any term of this Contract. Gallagher shall not permit the minimum limits of coverage to erode or otherwise be reduced. Gallagher 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.

25.2 Specific Requirements Gallagher and subcontractor(s) performing services or activities under this contract shall comply with all of the following specific insurance requirements:

25.2.1 Workers' Compensation and Employers' Liability Insurance Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act. Employers' Liability limits are:

\$500,000 bodily injury each accident
\$500,000 bodily injury by disease
\$500,000 policy limit

Policies under section 25.2.1 apply to the State of Texas and must include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304)

25.2.2 Commercial General Liability Insurance Minimum limit are \$500,000 per occurrence for coverages A and B with a \$1,000,000 policy aggregate.

Policies under 25.2.2 shall contain or be endorsed as follows:

Blanket contractual liability for this contract
Independent Contractor's Coverage

Policies under 25.2.2 shall also include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form CG 2404)
Travis County named as additional insured (Form CG 2010)

25.2.3 Business Automobile Liability Insurance 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.

Policies under 25.2.3 shall also include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A)

Alternative Automobile Liability 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.

25.2.4 Professional Liability and/or E & O Insurance The Minimum Limit: \$ 1,000,000 per Occurrence.

If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this contract or the effective date of this contract, whichever comes first. Unless the definition of "continuous" in the policies provided is that the retroactive date of each additional year of the continuous policy remains the initiation date of the original policy, coverage shall include a three (3) year extended reporting period from the date this contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

Additional insured status for Travis County is **not** required.

25.2.5 Blanket Crime Policy Insurance If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy is required with limits of the contract funds allocated in the contract or the amount of scheduled advances.

If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this contract or the effective date of this contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this contract expires or is terminated. Certificate

of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

Additional insured status for Travis County is **not** required.

25.3 Delivery of Certificate of Insurance.

25.3.1 Within ten (10) days after execution of this contract by County or the effective date of the contract, whichever comes first, Gallagher shall provide original Certificates of Insurance issued by the writing agent or carrier to the Purchasing Agent which shows that Gallagher has insurance in compliance with section 25.

25.3.2 Gallagher shall provide replacement Certificates of Insurance issued by the writing agent or carrier insurance to the Purchasing Agent within ten (10) days of the each renewal of insurance during the term of this contract in compliance with section 25.

25.3.3 The address for the Purchasing Agent is in the Notice section.

25.4 The Certificate(s) shall show the Travis County contract number and all endorsements by number.

25.5 The Certificate of Insurance shall contain the following statements: "Travis County is named as an additional insured holder" and "Waiver of Subrogation in favor of Travis County". This language needs to be included in the Description of Operations block with the RFS # number listed.

25.6 Insurance coverage specified in this contract is not intended and shall not be interpreted to limit the responsibility or liability of Gallagher or subcontractor(s).

26.0 DISBURSEMENTS TO PEOPLE WITH OUTSTANDING DEBTS.

26.1 In this section, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

26.2 In accordance with Texas Local Government Code, section 154.045, if a notice of Debt has been filed with the Travis County Auditor or Treasurer that provides evidence of Gallagher's Debt to the state, the County or a salary fund, the County does not draw a check or warrant on a County fund in favor of Gallagher, his agent or assignee until:

26.2.1 The Travis County Treasurer notifies Gallagher in writing that the Debt is outstanding; and

26.2.2 The Debt is paid.

26.3 County may apply any funds County owes Gallagher to the outstanding balance of

Debt for which notice is made under Subsection 26.1, if the notice states that the amount the County owes Gallagher may be applied to reduce the outstanding Debt.

26.4 Despite anything to the contrary in this contract, if Gallagher’s property taxes in Travis County are delinquent when Gallagher invoices the County, Gallagher assigns to the Travis County Tax Assessor-Collector the portion of what the County owes Gallagher under this contract that is equal to the amount of Gallagher’s delinquent County property taxes for payment of these taxes.

27.0 ADDITIONAL GENERAL PROVISIONS:

27.1 County may assign any of its obligations under this contract.

27.2 Gallagher must comply with all federal and state laws and regulations, city and county ordinances, orders, and regulations, relating in any way to this contract.

27.3 Gallagher must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

27.4 Gallagher must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Gallagher.

28.0 DESIGNATED COUNTY HOLIDAYS 2013: No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2013
New Year’s Day.....	First day of January
Martin Luther King, Jr. Day	Third Monday in January
President’s Day.....	Third Monday in February
Memorial Day	Last Monday in May
Independence Day Observed	July 04
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Last Thursday in November
Friday after Thanksgiving.....	Friday after last Thursday in November
Christmas Season.....	December 25 & day before or after it for 4 day weekend

29.0 MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this contract, 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 must 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.

30.0 NON-WAIVER OF DEFAULT:

30.1 The waiver of a breach of any term or condition of this contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term or condition. No official, agent, employee or representative of County may waive any breach of any term or condition of this contract unless expressly granted that specific authority by Commissioner Court.

30.2 All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract 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.

31.0 CERTIFICATION OF ELIGIBILITY: Gallagher certifies that at the time of submission of its offer, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Gallagher has not been placed on this list between the time that its offer was submitted and the time of execution of this contract. If Gallagher is placed on the list during the term of this contract, Gallagher shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this contract for default.

32.0 CONFLICT OF INTEREST QUESTIONNAIRE: If required, Gallagher shall file and update a complete Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Gallagher should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. As between County and Gallagher, Gallagher shall be solely responsible for the preparation, accuracy and completeness of its Conflict of Interest Questionnaire, and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on this 3rd day of September, 2013 (the "**Effective Date**"), by and between the following parties: Travis County, Texas ("**Covered Entity**") and Gallagher Benefit Services, Inc. ("**Business Associate**").

RECITALS:

Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164; ("**HIPAA Privacy Rules and/or Security Standards**") as stated in the Final Rule issued January 17, 2013 and as further amended from time to time.

Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rule and Security Rule require the Covered Entity and Business Associate enter into a Business Associate Agreement which governs the use and/or disclosure of PHI and ePHI and the security of PHI and ePHI.

Covered Entity and Business Associate are entering into a Contract between Gallagher Benefit Services, Inc. and Travis County for Consultant Services for RFP Development and Contract Transition for Third Party Administrator for County Health Care Benefits ("Underlying Agreement") simultaneously with this Business Associate Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" has the same meaning as the term "Breach" in 45 C.F.R. §164.402 as further interpreted in 45 C.F.R. §164.504 (e)(1)(iii).

(b) "**Electronic Protected Health Information**" or "**ePHI**" means Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" has the same meaning as the term "Individual" in 45 C.F.R. §160.103 and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" means the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A, C, D, and E.

(e) "**Protected Health Information**" or "**PHI**" has the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information received from or created or received by Business Associate on behalf of Covered Entity.

(f) **"Required by Law"** has the same meaning as the term "required by law" in 45 C.F.R. §164.103.

(g) **"Secretary"** means the Secretary of the Department of Health and Human Services or his or her designee.

(h) **"Security Incident"** means any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with systems operations in an electronic information system. (45 C.F.R. §164.304)

(i) **"Security Rule"** means the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **"Unsecured Protected Health Information"** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement have the same meaning as those terms in the Final Rule issued January 17, 2013, as amended in the future. .

2. Obligations and Activities of Business Associate Regarding PHI and ePHI.

(a) Business Associate shall comply with the requirements of the Privacy Rule and the Security Rule applicable to business associates and, to the extent that Business Associate is to carry out Covered Entity's obligations under 45 C.F.R. Part 164, Business Associate shall comply with the requirements of 45 C.F.R. Part 164 that apply to the Covered Entity in the performance of that obligation..

(b) Business Associate shall maintain the confidentiality of PHI and ePHI related to Covered Entity and its health plan, health care providers and related operations.

(c) Business Associate shall not use or further disclose PHI or ePHI other than as permitted or required by this Agreement or the Underlying Agreement as more specifically described in Exhibit A to this Agreement and Exhibit B to the Underlying Agreement or as Required by Law.

(d) Business Associate shall use appropriate safeguards and comply, where applicable, with 45 C.F.R. Part 164 subpart C with respect to ePHI and to prevent use or disclosure of the PHI and ePHI other than as provided for by this Agreement or the Underlying Agreement.

(e) Business Associate shall ensure by entering into a contract with them that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI and ePHI agree to comply with the requirements of the Privacy Rule and the Security Rule applicable to business associates and agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(f) Business Associate shall provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI and ePHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. §164.524.

(g) Business Associate shall make available PHI and ePHI for amendment and incorporate any amendment to PHI and ePHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(h) Business Associate shall disclose PHI or ePHI

(1) When required by the Secretary under 45 C.F.R. Part 160, subpart C to investigate or determine Business Associate's compliance with the Privacy Rule and the Security Rule.

(2) To the Covered Entity or the Individual as necessary to satisfy the Covered Entity's obligation under 45 C.F.R., § 164.524(c)(2)(ii) and (3)(ii) regarding an Individual's request for an electronic copy of PHI or ePHI.

(i) Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI or ePHI received from or created by or received by Business Associate on behalf of Covered Entity available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI and ePHI received from the Covered Entity.

(j) Business Associate shall document any disclosures of PHI and ePHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI and ePHI in accordance with 45 C.F.R. §164.528.

(k) Business Associate shall provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI and ePHI in accordance with 45 C.F.R. §164.528.

(l) Business Associate shall use or disclose PHI and ePHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI or ePHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI and ePHI by Business Associate.

(a) Business Associate may use or disclose PHI and ePHI to perform functions, activities or services related to the Underlying Agreement as more specifically listed in Exhibit A for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI and ePHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI and ePHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI and ePHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI and ePHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI and ePHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI and ePHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI or ePHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this

Agreement and the Privacy Rule and Security Rule and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI and ePHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI and ePHI as required by the Privacy Rule and Security Rule. Business Associate shall ensure compliance with these policies and procedures by its employees and agents or subcontractors.

(b) Business Associate shall ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI and ePHI as required by the Privacy Rule and Security Rule. Business Associate shall ensure that the employees of its agents or subcontractors comply with these policies and procedures.

(c) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Business Associate shall report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate shall establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI or ePHI by Business Associate in violation of this Agreement. Business Associate shall ensure compliance with these procedures by its employees and agents or subcontractors

(e) Business Associate shall immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity acknowledges that the Covered Entity is independently responsible for the security of all PHI and ePHI in its possession (electronic or otherwise), including all PHI and ePHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) *Term.* This Agreement is effective as of the Effective Date and remains in effect until the Underlying Agreement on which this Business Associate relationship with

the Covered Entity is based is terminated and all PHI and ePHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) ***Termination for Cause by Covered Entity.*** If Covered Entity determines that Business Associate has violated a material term of this Agreement, Covered Entity may terminate this Agreement and the Underlying Agreement. If the, in Covered Entity's determination, circumstances allow for time to cure, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity may immediately terminate this Agreement and the Underlying Agreement.

(c) ***Termination by Business Associate.*** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or ePHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) ***Effect of Termination.*** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. Business Associate shall not retain any copies of the PHI or ePHI unless return or destruction is deemed infeasible. If the return or destruction of PHI or ePHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and ePHI and limit further uses and disclosures of such PHI and ePHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and ePHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI and ePHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI and ePHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. **Amendment.**

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate as long as it is not contrary to the Privacy Rule or the Security Rule. This Agreement shall not be amended except by written instrument executed by the parties.

8. **Indemnification.**

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against

Covered Entity to the extent directly resulting from a breach of this Agreement or any violation by Business Associate of the Privacy Rule or the Security Rule in relation to PHI or ePHI related to Covered Entity . The indemnification obligations provided for in this Section will commence on the Effective Date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Cyd Grimes,
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

If to the Business Associate:

P. Todd Dorton
Gallagher Benefit Services, Inc.
221 West Sixth Street, Suite 1980
Austin, Texas 78701

11. Regulatory References.

A reference in this Agreement to a section in the Final Rule issued January 17, 2013 means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter in it and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to that subject matter.

14. Binding Effect.

The provisions of this Agreement are binding upon and inure to the benefit of both parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. If there is a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which makes this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

The parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

GALLAGHER BENEFIT SERVICES, INC.

By: 

Name: Bruce Romine

Title: Area President

COVERED ENTITY:

Travis County, Texas

By: _____

Samuel T. Biscoe
County Judge

EXHIBIT A

The following services to be performed by Business Associate require Business Associate to access, create and use PHI or ePHI on behalf of Covered Entity in accordance with the Agreement and the Underlying Agreement:

Initial Term:

- Develop a request for proposal based on county specifications to provide third party administration (TPA) services for the county self-funded employee/retiree benefit plan.
- Work within the County purchasing procedures and with Purchasing Office, assist with solicitation for qualified offers, assist with a pre-proposal conference, if appropriate, and provide follow-up answers to Purchasing Office for proposer questions.
- Analyze and evaluate self-funded administration proposals submitted and prepare a written report of findings and recommendations in accordance with County specifications upon direction of County staff.
- Review and analyze current health plan costs and design. Provide reports, actuarial analysis and recommendations for plan changes to maintain sustainability of self-funded health plan.
- Work in conjunction with County to negotiate services and pricing with prospective TPA's that have submitted proposals.
- Operate in an advisory capacity; if requested by the County, participate in meetings to coordinate and review proposer finalist presentations and facilitate development of recommendations.
- Illustrate and define the advantages/disadvantages associated with each proposal along with the rate comparison using the requested format.
- Present recommendations as needed to County decision makers.
- Assist in review of new contract.
- Maintain records of services performed and financial transactions.
- Meet, as needed, with representatives of Covered Entity to discuss results, problems and recommendations.

- Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
- Respond to any Covered Entity inquiry or questions promptly.
- Provide reasonable access to Covered Entity for requested information in order for Covered Entity to perform appropriate and periodic audits.
- Maintain responsibility for obtaining missing or incomplete insurance information.
- Maintain records in an electronic format that is readily accessible by Covered Entity's personnel and that meets federal and state requirements for maintaining patient medical records.

During Option, if exercised

- Assist in preparation of plan Summary of Benefits and Coverage and summary plan descriptions.
- Assist in eligibility, electronic upload set up, testing and auditing.
- Assist in employee/retiree training, and preparation of communication materials.
- Assist in review of pharmacy set up, including formulary, if any, and quantity limits and pre-authorizations.
- Assist in setting up standard and custom reports.
- Assist in review of plan set up with TPA.
- Assist with initial auditing of claims processing, for 30-60 days to ensure correct system set up.
- Assist in training TPA customer service on County plan's and processes.
- Maintain records of services performed and financial transactions.
- Meet, as needed, with representatives of Covered Entity to discuss results, problems and recommendations.
- Provide reasonably necessary training periodically, as requested by Covered Entity, to Covered Entity's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

- **Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.**
- **Respond to any Covered Entity inquiry or questions promptly.**
- **Provide reasonable access to Covered Entity for requested information in order for Covered Entity to perform appropriate and periodic audits.**
- **Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the services provided.**
- **Maintain responsibility for obtaining missing or incomplete insurance information.**
- **Maintain records in an electronic format that is readily accessible by Covered Entity's personnel and that meets federal and state requirements for maintaining patient medical records.**



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING NEW ELECTION SERVICE AGREEMENT TO CONDUCT ELECTIONS FOR TRAVIS COUNTY ENTITIES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: ELECTION SERVICES AGREEMENT FOR AUSTIN INDEPENDENT SCHOOL DISTRICT

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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

Attachment 1
ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND AUSITN INDEPENDENT SCHOOL DISTRICT

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code (“Code”) and Chapter 791 of the Texas Government Code, Travis County and Austin Independent School District (“Participating Entity”) enter into this agreement for the Travis County Clerk, as the County’s Election Officer, to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement, except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this agreement, the term “Election Officer” refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
- (E) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (F) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s direct electronic recording equipment or any other voting equipment in use at the time of the election (hereinafter referred to as DRE).
- (G) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (H) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (I) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections, if applicable. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section III, (C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity such as receipt of candidate applications:
 - (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by

the governing authority of the Participating Entity necessary to the conduct of an election. This includes required newspaper notices unless the Election Officer has agreed in writing, along with the costs to be assessed, to provide this service on behalf of the Participating Entity;

- (2) preparing the federal Voting Rights Act election preclearance submissions to the U.S. Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, and any other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) The Director of Student Services/Records (the "AISD Election Administrator") will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. A AISD Election Administrator will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. AISD Election Administrator

will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees, if authorized, will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VI. of this agreement.
- (B) At the time a Participating Entity executes this Agreement, its representative must tender \$100 towards the costs associated with administering the election including, but not limited to, polling place searches and preparation for poll worker training. If the election is ultimately held by the Election Officer, the \$100 fee will be applied towards the Participating Entity's total costs due to the Election Officer. Not later than the 45th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer.

- (C) In case of a cancellation of an election by the Participating Entity, the Participating Entity shall notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. If the Participating Entity cancels its election, the \$100 fee will not be refunded.
- (D) Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under V. (B) can be provided via e-mail to the County at elections@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by AISD Election Administrator. No further costs (except for the \$100 fee) will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining balance due. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in V. (C).
- (E) The Election Officer will charge a fee for election services, as described in Section V, equal to 10% of the total costs of each election, excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VI. In the event of a joint election, the election costs will be divided on a pro rata basis among all entities involved in the election in the following manner referred to hereafter as the "pro rata methodology": the number of precincts each participating entity has involved in an election will be added together. The proportional cost of each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost of each participating entity. Additionally, the Participating Entity acknowledges and understands that if any other Participating Entity should cancel its election, each remaining Participating Entity's pro rata cost will result in a proportionate cost increase.
- (F) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 90th day after the runoff election. The total amount due according to these invoices shall be offset by payments made for costs made in accordance with Subsection (B) of this section and offset by any payments made otherwise. The County shall prepare the invoice to include the total payment due from the Participating Entity for any portion of the Participating Entity's costs.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon

reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure to timely pay invoice in full may impact Election Officer's participation in future elections with Participating Entity.

VI. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding its own election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after such an election, the Participating Entity will be responsible for payment of equipment usage.
- (D) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (E) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section V. (D).
- (F) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VII. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, training staff for each location, and providing Travis County law enforcement to secure the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

- (B) Any Participating Entity requesting additional, early voting sites shall be responsible for the additional daily cost of \$1,560 per location, with said costs to be included in the overall election costs for that Participating Entity.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

- (B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Austin Independent School District

AISD Election Administrator
 1111 West 6th Street, 200-A
 Austin, Texas 78703

TRAVIS COUNTY
 Honorable Dana DeBeauvoir, Travis County Clerk
 1000 Guadalupe Street, Room 222
 Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
 314 West 11th Street, Suite 300
 Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County 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 result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersede all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality.

Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Austin Independent School District
AISD Election Administrator
1111 West 6th Street, 200-A
Austin, Texas 78703

(N) Effective Date

This agreement is effective upon execution by both parties and expires on September 1, 2016.

(O) Renewal Terms

This Agreement may be extended by written agreement of both parties for up to two (2) additional one (1) year periods (each a "Renewal Term") and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Agreement.

(P) Termination


Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(Q) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 27 day of August, 2013.

AUSTIN INDEPENDENT SCHOOL DISTRICT

BY:



Vincent M. Torres
President, Board of Trustees

Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Austin Independent School District
AISD Election Administrator
1111 West 6th Street, 200-A
Austin, Texas 78703

(N) Effective Date

This agreement is effective upon execution by both parties and expires on September 1, 2016.

(O) Renewal Terms

This Agreement may be extended by written agreement of both parties for up to two (2) additional one (1) year periods (each a "Renewal Term") and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Agreement.

(P) Termination

Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(Q) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 27 day of August, 2013.

AUSTIN INDEPENDENT SCHOOL DISTRICT


BY:



Vincent M. Torres
President, Board of Trustees

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: 

Dana DeBeauvoir
County Clerk



Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Lesly Mallett (Tony Martinez Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Clifford W. & Maria Babnew (Christine Frinsco Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Lic Agustin Prieto (Audomaro E. Sandoval, Jr. Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 9/3/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing from the County Attorney in Leander ISD, et al v. David A. Sosby (NNA Financial Services Co., LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LICENSE AGREEMENT WITH THE REPUBLIC OF TEXAS BIKER RALLY, INC., FOR AN EVENT AT THE TRAVIS COUNTY EXPOSITION CENTER. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON CONTRACT NO. PS090042RV FOR BROKERAGE SERVICES. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 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 August 20 and 27, 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, August 20, 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 August 20, 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	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 812 and 813 of Apache Shores, Section 3 in Precinct Three. (Commissioner Daugherty) (Action Item #5)

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

2. Receive comments regarding on a plat for recording: Hidden Mesa Subdivision resubdivision of lot 42 (resubdivision final plat –three lots – Mesa Oaks – City of Leander ETJ) 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, Todd, Daugherty, 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: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

3. Receive comments regarding the Travis County Clerk's annual written plans for the 0108 Records Management Preservation Fund and 0129 County Clerk's Records Archival Fund. (Action Item #27)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: No speakers addressed the Court during this Public Hearing.

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
Olie Pope, Director, Veterans' Services, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

Clerk's: Mr. Pope noted that the phone number for the new Austin Veterans Administration Outpatient Clinic is 512-823-4000.

Special Items

4. 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 in place.

Transportation and Natural Resources Dept. Items

5. Consider and take appropriate action on 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 812 and 813 of Apache Shores, Section 3 in Precinct Three. (Commissioner Daugherty)

RESULT: **ADDED TO CONSENT**

Robert Spillar, Director of Transportation, City of Austin

RESULT: DISCUSSED

Next: 9/3/2013 9:00 AM

Justice and Public Safety Items

10. Consider and take appropriate action on the Fiscal Year 2014 interlocal agreement with the City of Austin for Central Booking and related services.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Darren Long, Major, Travis County Sheriff's Office (TCSO)
Jim Connolly, Assistant County Attorney

MOTION: Approve the proposed Central Booking interlocal agreement with the City of Austin.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

12. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- a. Contract amendment to a Comprehensive Energy Assistance Grant with the Texas Department of Housing and Community Affairs to change budget categories;
- b. Contract amendment to a Comprehensive Energy Assistance Grant with the Texas Department of Housing and Community Affairs to increase the grant award by \$261,110; and
- c. Annual contract with the OneStar Foundation to continue the Americorps Program in Health and Human Services and Veterans Service.

RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on proposed routine personnel amendments.

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 \$1,350,843.12 for the period of August 2 to August 8, 2013.

RESULT: ADDED TO CONSENT

15. Receive updated budget agenda worksheet for Fiscal Year 2014 Budget Mark-Up.

Members of the Court heard from:

Jessica Rio, Budget Manager, Planning and Budget Office (PBO)

RESULT: DISCUSSED

16. Consider and take appropriate action on draft newspaper advertisements for the following:

- a. Notice of public hearings on tax increase to be held on September 17 and 20, 2013;
- b. Notice of vote on tax rate on September 24, 2013; and
- c. Notice of public hearing on the proposed Travis County budget for Fiscal Year 2014 to be held on September 24, 2013.

Members of the Court heard from:

Leslie Browder, County Executive, PBO

Jessica Rio, Budget Manager, PBO

Barbara Wilson, Assistant County Attorney

MOTION: Approve the recommended dates as revised.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

17. Consider and take appropriate action on Star Flight fees for Fiscal Year 2014 to take effect on October 1, 2013.

Members of the Court heard from:

Danny Hobby, County Executive, Emergency Services

MOTION: Approve the recommended fee increase.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

18. Consider and take appropriate action regarding fiscal year security funding, including:

- a. Acceptance of the Kroll Report;
- b. Whether to use a Security Director or Manager;
- c. Departmental assignment for the Security Director or Manager;
- d. The type of security personnel to utilize at the Airport Boulevard Building;
- e. Whether to implement an itemized list of category a recommendations from the Kroll Report; and
- f. Allocation of the budgeted funds in the Security Reserve to applicable departments. (This item may be taken into Executive Session under the Security exception)

Judge Biscoe announced that Item 18 would be considered in Executive Session pursuant to

Gov't. Code Ann. 551.076, Security.

- MOTION:**
- On Item 18.a: Accept the Kroll report
 - On Item 18.b: Use a Security Director
 - On Item 18.c: Assign the Security Director to the Facilities Management Department (FMD)
 - On Item 18.d: Continue to use the current personnel at the Airport Blvd. location – a combination of security from FMD and the Constable's office
 - On Item 18.e: Implement the Category A recommendations from the Kroll report in their entirety
 - On Item 18.f: The Planning and Budget Office (PBO) shall take the necessary steps to allocate the funds available in the Security Reserve to the appropriate departments, in the amount of \$1,331,621.00.

Clerk's Note: Commissioner Daugherty requested that Item 18.d be pulled for a separate vote.

A Restatement of the Previous Motion was made by Judge Biscoe to approve the original Motions on Items 18.a, b, c, and e.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

MOTION: In Item 18.d: Continue to use the current personnel at the Airport Blvd. location – a combination of two security officers from FMD and other personnel from the Precinct One Constable's office.

RESULT: **DEFEATED [2 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd
NAYS: Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

MOTION: Talk with the County Clerk and determine the combination of personnel that she would be willing to accept, between Travis County Sheriff/Constable personnel and private security.

MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
RESULT: **APPROVED [3 TO 1]**
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
NAYS: Samuel T. Biscoe
ABSTAIN: Ron Davis

Clerk's Note: Commissioners Daugherty and Gómez agreed to act as a subcommittee of the Commissioners Court to work with the department heads and other stakeholders and report back to the Commissioners Court with recommendations.

19. Consider and take appropriate action on request for the Travis County Commissioners Court to approve findings and resolutions related to the issuance of Newark Cultural Education Facilities Finance Corporation Revenue Bonds for the benefit of the Girls School of Austin.

RESULT: **ADDED TO CONSENT**

Purchasing Office Items

20. Approve Modification No. 3 to Contract No. PS100259RV, Sentinel Lavaca Corporation, for property management services for 700 Lavaca.

RESULT: ADDED TO CONSENT

21. Reject sole bid received for IFB No. B1305-010-JE, Travis County Jail Extended Life Project – Phase II.

RESULT: ADDED TO CONSENT

22. 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

23. Approve Modification No. 2 to Contract No. 4400000861, Family Eldercare, for guardianship services.

RESULT: ADDED TO CONSENT

24. Approve contract award for residential plumbing services, IFB No. 1306-015-NB, to the following low bidders:

- a. GG's Construction, LLC, d/b/a GG's heating and Air – primary; and
- b. 5-F Mechanical Group, Inc. – secondary.

RESULT: ADDED TO CONSENT

25. Approve Modification No. 28 to Contract No. 4400000562 (H.T.E. Contract No. MA960322), Easy Access, Inc. for Tax Office computer system.

RESULT: ADDED TO CONSENT

26. Approve contract award for administration services for Flexible Spending Accounts (FSA) and Qualified Transportation Benefits (QTB), RFP No. 1305-002-CW, to the highest ranked proposer, Total Administration Services Corporation d/b/a TASC.

Members of the Court heard from:

Bonnie Floyd, Assistant Purchasing Agent, Purchasing Office

John Rabb, Benefits Manager, Human Resources and Management Department (HRMD)

MOTION: Approve Item 26.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Other Items

27. Consider and take appropriate action regarding the Travis County Clerk's annual written plans for the 0108 Records Management Preservation Fund and 0129 County Clerk's Records

Archival Fund.

RESULT: ADDED TO CONSENT

28. Approve reclassification of Position #30000982 in the County Clerk's Office to the new job title of "Court Services Director."

Members of the Court heard from:

Todd Osburn, Compensation Manager, HRMD

MOTION: Approve Item 28.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

29. Consider and take appropriate action regarding contract with Clean Air Force.

RESULT: POSTPONED

Reset for: 8/27/2013

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 concerning the settlement offer regarding payment for Star Flight services rendered to James Dear.

*Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*¹

RESULT: DISCUSSED

31. Consider and take appropriate action on an offer to sell approximately 63 acres of land located north of FM 969, between Taylor Lane and State Highway 130, for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program in Precinct One.^{1 and 2}

Judge Biscoe announced that Item 31 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: Counter the offer of \$637,000.00 with a counter-offer of \$590,000.00 for the tract.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

32. Receive briefing from the County Attorney and take appropriate action regarding condemnation of parcels 4, 4TEA, and 4TEB from Madison City Homes, LLC, as part of the Frate Barker Road, 2011 CIP Roadway Improvement Project located in Precinct Three. ¹ (Commissioner Daugherty)

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize condemnation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

33. Receive briefing from the County Attorney and take appropriate action regarding violations of the Texas Water Code at Travis County Appraisal District Property ID# 777155 on Hamilton Pool Road, Austin, Texas 78738. ¹

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 8/27/2013**

34. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to John Croy. ¹

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Accept the Medicare payment already made to Travis County on behalf of Mr. Croy
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 5, 6, 11, 12.a–c, 13, 14, 19, 20, 21, 22, 23, 24.a–b, 25, 27, and A2.
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, September 10, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate all five foot wide public utility easements located along the common lot lines of lots 181 through 186 of Paradise Manor, Section Four in Precinct Three. (Commissioner Daugherty)

Added Items

- A1. Consider and take appropriate action on security issues at the Heman Marion Sweatt Travis County Courthouse. (Commissioner Todd) **(This item may be taken into Executive Session under the Security exception)**

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.076, Security.

MOTION: Approve the earmark of \$50,000.00 out of the Security Reserve to hire a security expert to conduct the necessary assessment requested by stakeholders in the Heman Marion Sweatt Travis County Courthouse.

RESULT: **APPROVED [4 TO 1]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

NAYS: Gerald Daugherty

- A2. Ratify order exempting purchase of disinfection services of waterlines at the Del Valle Travis County Correctional Complex from Chlor-Serv, Inc. from the competitive procurement process pursuant to Section 262.024(A)(2) of the County Purchasing Act.

RESULT: **ADDED TO CONSENT**

- A3. Consider and take appropriate action on strategy to evaluate and fund requests received from area social service agencies.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

- MOTION:**
- Take the \$1M in the Preliminary Budget designated for Austin/Travis County Integral Care/1115 Waiver Initiative and use it to fund some of the requests. Integral Care still has \$1M of ongoing money budgeted in FY 2013.
 - Issue a Request for Proposal (RFP) covering various categories of service in early fall, 2013, with a December 31, 2013 deadline, and select agencies and complete the contracts by April 1, 2014.
 - Issue contracts for the 6-month period, April 1-September 30, 2014.
 - Fund the contracts at a \$2M level, which will require an additional \$1M during the 2015 budget process because the \$1 million of ongoing money from 2014 will still be available for the 2015 Preliminary Budget.

RESULT: **APPROVED [4 TO 0]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty

ABSTAIN: Margaret J. Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, August 27, 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 August 27, 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:
Shannon Steele, Benefits Administrator, Human Resources Management Department (HRMD)
Crae Pease, Travis County resident
Carlos León, Travis County resident
Bill Oakey, Travis County resident
Dr. John Kim, 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

MOTION: Approve a burn ban for 30 days.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Resolutions and Proclamations

2. Approve Resolution recognizing Lester Lee Lehman on his retirement from Travis County Transportation and Natural Resources, Road and Bridge Division.

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Don Ward, Assistant Public Works Director, TNR
Lester Lee Lehman, Road and Bridge Division, TNR

MOTION: Approve the Resolution in Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

3. Approve Resolution recognizing Valerie Sneed on her retirement from Travis County Health and Human Services and Veterans Service Department after her many years of service to Travis County.

Members of the Court heard from:

Jim Lehrman, Director, Children Services, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Valerie Sneed, Case Worker, TCHHS&VS
Jane Prince-MacLean, Administrator, Oak Hill Rural Community Center

MOTION: Approve the Resolution in Item 3.
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

Transportation and Natural Resources Dept. Items

4. Consider and take appropriate action on a plat for recording: Bauer Subdivision final plat (short form final plat – one total lot – 3.0 acres – Ballerstedt Road – no ETJ) in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on the Revised Preliminary Plan Number 2 of Star Ranch Phase 2 [35 total lots (27 single family lots and eight commercial lots – 22.09 acres – City of Hutto ETJ)] in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on The Park at Blackhawk III preliminary plan [79 total lots (74 single family lots and five open space lots – 29.32 acres – City of Pflugerville ETJ)] in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action on The Park at Blackhawk VII preliminary plan [184 total lots (177 single family lots and seven open space lots – 47.98 acres – City of Pflugerville ETJ)] in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

8. 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 extension of Howard Lane between Cameron Road and State Highway 130 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on offer from the Texas Department of Transportation to participate in Federal Off-System Bridge Program Project:

- a. For Bridge #217 at Old Gregg Lane at Harris Branch in Precinct Two; and
- b. Whether to perform County match of replacement of low water crossing on Big Sandy Drive in Precinct Three.

Members of the Court heard from:

Steve Manilla, County Executive, TNR

MOTION: Approve Item 9.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Bruce Todd, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

10. Consider and take appropriate action on the following requests:

- a. A proposed water meter easement for provision of service by Manville Water Supply Corporation to planned recreational facilities within Northeast Metro Park; and
- b. A proposed electric distribution utility easement for provision of service by the City of Austin to planned recreational facilities within Northeast Metro Park in Precinct Two. (Commissioner Todd)

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action on the following requests:

- a. A final plat for recording Vistancia Section One (final plat: 22 residential lots, one commercial lot, one open space lot and 2,408 linear feet of public streets on 32.772 acres on Hamilton Pool Road); and
- b. A Travis County construction agreement in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the following requests:

- a. A final plat for recording Vistancia Section Two (final plat: 20 residential lots and 1,293 linear feet of public streets on 22.812 acres on Stratus Drive); and
- b. A Travis County construction agreement in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on the following requests:
 - a. A final plat for recording Vistancia Section Three (final plat 8 residential lots and 1,075 linear feet of public street on 9.965 acres on Stratus Drive); and
 - b. A Travis County construction agreement in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on a request to use an alternative fiscal agreement for Sweetwater Ranch Section One, Village I in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

15. Consider and take appropriate action on a cash security agreement with JKirsten Homes, Inc. for sidewalk fiscal for Overlook Estates Phase 1 lot 11 block 1 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

16. 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 2 lot 2 block 9 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

17. 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 lot 24 block c in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

18. 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 lot 42 block a in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on the satisfactory completion of construction of the joint use access easement in the Berdoll Commercial Subdivision – a subdivision in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on a possession and use agreement between Gypsum Management and Supply, Inc. owner and Travis County regarding parcel 17 of the Frate Barker Road Improvement Project. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

21. Consider and take appropriate action regarding form contract called "STRAC Fire RMS" (Record Management System) Project interlocal cooperation agreement between Travis County and Emergency Services District No. X.

Clerk's Note: Items 21 and 40 were called for concurrent discussion.

Members of the Court heard from:

Danny Hobby, County Executive, Emergency Services

MOTION: Approve Item 21.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

22. Consider and take appropriate action on the Techshare Court Project – purchase of the AMCAD enterprise software license under the Conference of Urban Counties Techshare Program.

RESULT: POSTPONED **Reset for: 9/3/2013**

Health and Human Services Dept. Items

23. Consider and take appropriate action to approve a revenue contract with Cedars International Academy for after-school enrichment services provided by Travis County through the Texas A&M Agrilife Extension Services for the 2013-2014 school year.

RESULT: ADDED TO CONSENT

24. Consider and take appropriate action to approve a revenue contract with Del Valle Independent School District for after-school enrichment services provided by Travis County through the Texas A&M Agrilife Extension Services for the 2013-2014 school year.

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on request to approve the joint resolution between Austin Independent School District, City of Austin and Travis County for the creation of the Austin/Travis County Mentoring Advisory Council and funding.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

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

RESULT: ADDED TO CONSENT

27. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- a. Annual contract with Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program within Juvenile Probation;
- b. Annual contract with the Texas Department of Agriculture to continue the National School Lunch/Breakfast and USDA School Commodity Programs in the Juvenile Probation Department;

- c. Annual contract with the Office of Attorney General to continue the Victim Coordinator and Liaison Grant Program in the District Attorney's Office;
- d. Permission to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office until a contract can be fully executed;
- e. Permission to continue the Other Victim Assistance Grant Program in the County Attorney's Office until a contract can be fully executed;
- f. Permission to continue the Travis County Family Drug Treatment Court in the civil courts until a contract can be fully executed;
- g. Permission to continue the Travis County Veterans' Court Program in the criminal courts until a contract can be fully executed;
- h. Permission to continue the Child Abuse Victim Services Personnel Program in the Sheriff's Office until a contract can be fully executed;
- i. Permission to continue the Drug Diversion Court Program in Pretrial Services Department until a contract can be fully executed;
- j. Permission to continue the Juvenile Accountability Block Grant Local Assessment Center Program in the Juvenile Probation Department until a contract can be fully executed;
- k. Permission to continue the Trauma Informed Assessment and Response Program in the Juvenile Probation Department until a contract can be fully executed;
- l. Permission to continue the Austin/Travis County integral Care Community Partners for Children Coordinator in the Juvenile Probation Department until a contract can be fully executed; and
- m. Permission to continue the Texas Juvenile Justice Department Grants in Juvenile Probation until the forthcoming agreements are fully executed.

RESULT: ADDED TO CONSENT

28. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

29. 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 \$700,311.64 for the period of August 9 to August 15, 2013.

RESULT: ADDED TO CONSENT

30. Discuss and approve holidays effective October 1, 2013 through December 31, 2014 in accordance with the Travis County Policies, Procedures and Regulations Manual, Sections 10.043 Holidays and 10.044 Personal Holidays.

RESULT: ADDED TO CONSENT

31. Consider and take appropriate action on proposed Fiscal Year 2014 indirect cost rates.

RESULT: ADDED TO CONSENT

32. Receive an update and take appropriate action on estimated funding sources, major expenditure projections and related budget issues for Fiscal Year 2014 in preparation for the Budget Mark-Up process.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
Nicki Riley, Travis County Auditor
Jessica Rio, Budget Manager, PBO
Diana Ramirez, Senior Budget Analyst, PBO
Travis Gatlin, Assistant Budget Manager, PBO
Barbara Wilson, Assistant County Attorney
Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD)

RESULT: DISCUSSED

33. Consider and take appropriate action on District Clerk fees for Fiscal Year 2014.

RESULT: ADDED TO CONSENT

34. Consider and take appropriate action regarding the fifth amendment to the lease with Mitchell and Colmenero, LLP at 700 Lavaca.

RESULT: ADDED TO CONSENT

35. Consider and take appropriate action on the following items regarding stop loss insurance for the Travis County Benefit Plan:

- a. Renewal rates for the stop loss insurance premium; and
- b. Increasing the stop loss individual specific deductible from \$250,000 to \$275,000.

RESULT: ADDED TO CONSENT

Purchasing Office Items

36. Approve Modification No. 1, Interlocal Agreement No. 4500000100, Texas Department of Assistive and Rehabilitative Services, for interpreter service.

RESULT: ADDED TO CONSENT

37. Approve Modification No. 8 to Contract No. 4400000722 (HTE Contract No. PS090095RE), Meals on Wheels and More Inc., for the Congregate Meals Program.

RESULT: ADDED TO CONSENT

38. Approve contract award for 10' x 6' precast concrete box culvert, IFB No. 1305-013-CW, to the sole bidder, Hanson Pipe and Precast LLC.

RESULT: ADDED TO CONSENT

39. Approve sole source exemption for individual components, software, hardware and support services related to Hart Intercivic's Hart Voting System.

RESULT: ADDED TO CONSENT

40. Approve Interlocal Agreement No. 4400001589, Southwest Texas Regional Advisory Council ("STRAC"), for the Fire RMS project for Travis County Emergency Services/Star Flight.

Clerk's Note: Items 40 and 21 were called for concurrent discussion.

Members of the Court heard from:

Danny Hobby, County Executive, Emergency Services

MOTION: Approve Item 40.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Ron Davis
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Other Items

41. Consider and take appropriate action regarding contract with Clean Air Force.

Members of the Court heard from:

Julie Joe, Assistant County Attorney
Tom Weber, Environmental Program Manager, TNR

MOTION: Approve the contract in Item 41.
MOVER: Samuel T. Biscoe, Judge

Clerk's Note: The Motion died for lack of a Second.

42. Consider and take appropriate action to approve Contract 696-PD-14-15-I063 between the Texas Department of Criminal Justice and Travis County for the provision of housing of releasees for the 2013 – 2015 contract term.

RESULT: **ADDED TO CONSENT**

43. Approve purchase of lifesaving medals beyond the \$50.00 maximum allowed per person by the budgetary rules of Travis County.

Members of the Court heard from:

Adan Ballasteros, Constable, Precinct 2
Bryon Curtis, Office Manager Sr., Constable Precinct 2 office

MOTION: Approve Item 43.
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

44. Consider and take appropriate action regarding new election service agreement for Travis County to conduct elections for:

- a. City of Austin; and

RESULT: **ADDED TO CONSENT**

- b. All other entities.

RESULT: POSTPONED

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

- 45. Receive briefing from the County Attorney and take appropriate action regarding violations of the Texas Water Code at Travis County Appraisal District Property ID# 777155 on Hamilton Pool Road, Austin, Texas 78738. ¹

Judge Biscoe announced that Item 45 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

- 46. Receive briefing from County Attorney and take appropriate action on settlement offer in Tomas Rodriguez v. Travis County and/or authorize the appointment of a Commissioners Court representative for mediation. ¹

Judge Biscoe announced that Item 46 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: That we participate in the mediation and appoint Bill Patterson, Travis County Risk Manager, HRMD, as the County representative.

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

- 47. Consider and take appropriate action on an offer to sell approximately 21 acres of land located north of U.S. Highway 290 East – between Cameron Road and State Highway 130 for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program in Precinct One. (Commissioner Davis)

Judge Biscoe announced that Item 47 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: Counter the offer of \$20,000.00 per acre with a counter-offer of \$13,500.00 per acre.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Bruce Todd, 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 4, 5, 6, 7, 8, 10.a-b, 11.a-b, 12.a-b, 13.a-b, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27.a-m, 28, 29, 30, 31, 33, 34, 35.a-b, 36, 37, 38, 39, 42, and 44.a.

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 the Commissioners Court minutes for the Voting Sessions of July 23 and 30, August 6 and 13, and the Special Voting Sessions of August 9 and 12, 2013.
- C4. Approve setting a public hearing on Tuesday, September 24, 2013 to receive comments regarding the total cancellation of Bluff Springs Estates in Precinct 4. (Commissioner Gómez)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Diana Ramirez, (512)854-9694

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

A handwritten signature in black ink, appearing to be "JFB", is written to the right of the text for Leslie Browder.

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Set public hearings on the proposed property tax rate for Fiscal Year 2014 on Tuesday, September 17, 2013, at 9 am and Friday, September 20, 2013, at 9 am in the Commissioners Courtroom at 700 Lavaca Street.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memorandum.

STAFF RECOMMENDATIONS:

See attached memorandum.

ISSUES AND OPPORTUNITIES:

See attached memorandum.

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached memorandum.

REQUIRED AUTHORIZATIONS:

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

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

County Attorney's Office (512)854-9513

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.



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

MEMORANDUM

TO: Commissioners Court

FROM: Leslie Browder, County Executive, Planning and Budget *LB*
Jessica Rio, Budget Director *JR*

DATE: August 15, 2013

SUBJECT: Required Tax Rate Process and Review of Draft Public Notices

Truth-in-Taxation Requirements State law requires that local taxing jurisdictions make taxpayers aware of tax rate proposals. The Texas Constitution sets out the general requirements for truth-in-taxation and the Tax Code provides the specific requirements. A taxing unit must publish its effective and rollback tax rates before adopting an actual tax rate. Currently, the Travis County Tax Assessor-Collector coordinates publication of this advertisement for all local taxing entities. The advertisement ran in the Austin American Statesman on August 17th. A taxing unit must also publish special notices and hold two public hearings before adopting a tax rate that exceeds the lower of the rollback rate or the effective rate.

Tax Rate in Preliminary Budget The Commissioners Court provided policy direction in February 2013 that the tax rate used to develop the Fiscal Year 2014 Preliminary Budget be “at or near” the effective tax rate. The Court provided further policy guidance that a tax rate within 3% of the effective tax rate is considered “near” for purposes of developing the Preliminary Budget. The underlying rationale that drives this policy is based on the premise that modest growth in the tax rate over time is the best approach to respond to the increasing cost of delivering services. Revenue realized from the effective tax rate is often not sufficient to keep pace with rising costs. Consistent with this policy direction, the Preliminary Budget was submitted to the Commissioners Court on July 22nd, and reflected a tax rate of 49.46 cents per \$100 of taxable value. The tax rate was based on estimates provided by the Travis Central Appraisal District of what the tax roll was expected to be when certified. The Chief Appraiser has since certified the 2013 appraised values and while the 2013 total value has changed slightly, it did not result in a different effective tax rate or proposed tax rate.

Setting the Proposed Tax Rate, Public Notices and Public Hearings The vote to set the proposed tax rate that the Commissioners Court will be asked to consider during the budget mark-up process must occur by noon on Thursday, September 5th, which is the second day of the budget mark-up process. After proposing a tax rate increase and scheduling two public hearings, the governing body must notify the public of the dates, times and places for these hearings, and provide information about the proposed tax rate at least seven days before the public hearings. Public hearings on the proposed tax rate are planned for 9 am on Tuesday, September 17th and 9 am on Friday, September 20th. In addition, Travis County will hold a public hearing on the proposed Fiscal Year 2014 budget on September 24th.

Estimated Annual Tax Bill Impact The following table depicts the impact on the annual tax bill in Fiscal Year 2013 and 2014 for a Travis County resident owning an average-valued or a median-valued home. The taxable values shown in the table reflect the 20% homestead exemption that we provide to our qualifying residents. While we are required to show the average taxable homestead value of \$222,431 and average tax bill of \$1,100 in our public notices, we have included information on median homestead values for your review.

	FY 2013	FY 2014	Difference
Average Appraised Value of All Homesteads	\$270,774	\$282,909	\$12,135
Taxable Value of Average Homestead	\$214,567	\$222,431	\$7,864
Tax Rate	50.01 cents	49.46 cents	- 0.55 cents
Tax Bill on Average Value of All Homesteads	\$1,073.05	\$1,100.14	\$27.09
Median Appraised Value of All Homesteads	\$200,794	\$209,509	\$8,715
Taxable Value of Median Homestead	\$159,756	\$165,642	\$5,886
Tax Rate	50.01 cents	49.46 cents	- 0.55 cents
Tax Bill on Median Value of All Homesteads	\$798.93	819.27	\$20.34

The average taxable homestead value will increase from \$214,567 in 2013 to \$222,431 in Fiscal Year 2014 based on information from the Travis Central Appraisal District. Applying the proposed tax rate, which is no more than 3% above the effective tax rate, the average of all Travis County homesteads will see a modest increase in the annual County tax bill of approximately \$27, which is an increase of about \$2 per month. These figures reflect the taxable value required by law for the public notices. The increase in the annual tax bill on the median taxable value is approximately \$20, or about \$1.70 per month.

Other Taxing Jurisdictions At this time, other taxing jurisdictions in Travis County have provided preliminary estimates of tax rates for Fiscal Year 2014.

	Current Tax Rate	2014 Proposed Tax Rate	Difference
Austin Independent School District	\$1.242	\$1.242	-0-
Austin Community College	9.51 cents	9.49 cents	- 0.02 cents
Central Health	7.89 cents	12.90 cents	5.00 cents
City of Austin	50.29 cents	51.14 cents	0.85 cents
Travis County	50.01 cents	49.46 cents	- 0.55 cents

The City of Austin approved a maximum proposed tax rate of 51.14 cents per \$100 of taxable value on August 14th for consideration by the City Council during upcoming budget deliberations, consistent with the City Manager's budget proposal delivered on August 1st. This is slightly below the calculated rollback rate of 51.32 cents.



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: September 3, 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 Session of August 27, 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 Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 27, 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 August 27, 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: Approve the claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

2. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) minutes for the Voting Sessions of July 30 and August 6, 2013.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
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 Bee Cave Road District No. 1

Meeting Date: August 27, 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 Session of August 27, 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, August 27, 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 August 27, 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: Approve the claims in Item 1.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Gerald Daugherty

2. Approve the Bee Cave Road District No. 1 (Galleria) minutes for the Voting Sessions of June 25 and August 6 and 13, 2013.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
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 Health Facilities Development Corporation**

Meeting Date: September 3, 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 to approve an invoice totaling \$1,000.00 for group exercise classes provided by the Wellness 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.



RECEIVED

13 AUG 21 PM 3:51

Human Resources Management Department TRAVIS COUNTY BUDGET OFFICE

August 21, 2013

TO: Andrea Shields, Corporations Administrator

FROM: John Rabb, HR Manager II

A handwritten signature in black ink, appearing to read "John Rabb".

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 20 days, 40 sessions Boot Camp program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Lee McCormick \$ 1000.00 (40 sessions @\$25)

Please let me know if you need additional information.



DYNAMIC SPEED
 "Hard Work Pays- Off"

14400A Charles Dickens Dr.
 Pflugerville, Tx 78660
 512.748.8470
 512.669.9938

INVOICE

TO:
 Travis County Human Resource
 1010 Lavaca St.
 Austin, TX
 512.854.9239

HOURS	DESCRIPTION	UNIT PRICE	TOTAL
20	40 sessions Strength & Conditioning Training (30 min. sessions) Cpt 97545 (June 24 th August 21 st 2013)	40 units @\$25	\$1,000.00

SUBTOTAL	
SALES TAX	0.0
SHIPPING AND HANDLING	0.0
OTHER	
TOTAL	\$1,000.00

- Copies of invoice will be updated monthly.
- Unit price can be adjusted in accordance with the number of employees, entering the program.
- Please notify me immediately if employee number changes and more units are needed.
- Send all correspondence to:
 Lee Vesta McCormick
 14400A Charles Dickens Dr.
 Pflugerville, Tx 78660
 512.748.8470
 512.669.9938

Lee V. McCormick
 Authorized by Lee Vesta McCormick
 8/21/2013