



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number:

Tina Morton (512) 854-9702

Elected/Appointed Official/Dept. Head:

Bruce Elfant, Tax Assessor/Collector

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Travis County announces new voter ID mobilization efforts. Travis County elections and voter registration divisions have collaborated with the City of Austin, Texas Department of Public Safety, Texas Secretary of State, Travis County Volunteer Deputy Registrars and numerous community groups to provide information about photo identification, including a new website and mobile Election Identification Card locations that will be available in early October.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

November is the first election that photo identification will be in effect. The mobile efforts will bring resources to various areas over a four-day time span.

STAFF RECOMMENDATIONS:

Help spread the word that voters must check their identification to make sure they're ready to vote.

ISSUES AND OPPORTUNITIES:

A new website, KeepCalmVoteOn.com will serve voters in all areas regarding the new photo ID requirements.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact to the county at this time.

REQUIRED AUTHORIZATIONS:

Commissioner's Court approval



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Glynne Steele / Tanya Acevedo, 854-8685

Elected/Appointed Official/Dept. Head:

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON PROCLAMATION
RECOGNIZING MICKY DAVIS UPON HIS RETIREMENT AFTER 13
YEARS OF DEDICATED SERVICE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See
attached proclamation

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49555

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION TO THE TEXAS DEPARTMENT OF AGRICULTURE IN SUPPORT OF A GRANT FOR MEALS ON WHEELS AND MORE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This resolution is part of the grant application Meals On Wheels and More sends each year to the Texas Department of Agriculture. The Texas Department of Agriculture has a pot of money that they distribute to home-delivered meal programs that get reimbursed from their respective counties for delivering meals to homebound citizens (Texans Feeding Texans: Home-Delivered Meal Grant Program). For Meals On Wheels and More, the grant from TDA is a huge part of their meal-delivery program. To apply for funding, TDA requires that they receive a resolution from Travis County.

The amount Meals On Wheels and More received from the County was \$167,376.

Dan Pruett from Meals On Wheels and More will be attending the meeting to receive the resolution.

STAFF RECOMMENDATIONS:

Recommend approval.

Resolution



RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF TRAVIS, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO **MEALS ON WHEELS AND MORE**, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the "Program");

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, do hereby certify that Travis County has made a grant to the Organization in the amount of \$167,376, to be used between the 1st day of January, 2013 and the 31st day of December, 2013; that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability; and that Travis County has approved the Organization's accounting system or fiscal agent.

BE IT FURTHER RESOLVED that the Travis County Commissioners Court urges the Texas Department of Agriculture to provide the requested grant funding to Meals on Wheels and More.

Signed and entered this 1st day of October, 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: October 1, 2013

Prepared By/Phone Number: Zainab Bank, TCSO Community Outreach Unit,
512-854-3248

Elected/Appointed Official/Dept. Head:
Greg Hamilton, Sheriff

A handwritten signature in black ink, appearing to be "GH", is written over the name "Greg Hamilton, Sheriff".

Commissioners Court Sponsor:
Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and approve a proclamation for the 30th Annual National Night Out event on October 1, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

National Night Out is a nationwide crime prevention program which promotes cooperation between law enforcement and the community to address crime and drug prevention efforts.

STAFF RECOMMENDATIONS:

The continued support of the National Night Out Program.

ISSUES AND OPPORTUNITIES:

For citizens to come out on October 1, leave their porch lights on and get to know their neighbors. It is an opportunity to show criminals that neighborhoods are organized and fighting back and that your neighborhood is a safe place to live.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Greg Hamilton, Sheriff

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

PROCLAMATION

WHEREAS, The National Association of Town Watch is sponsoring a unique, nationwide crime and drug prevention program on October 1, 2013 called "National Night Out";

WHEREAS, National Night Out is designed to: (1) heighten crime awareness; (2) generate support for, and participation in, local anti-crime programs; (3) strengthen neighborhood spirit and police-community partnerships; and (4) send a message to criminals that neighborhoods are organized and fighting back;

WHEREAS, The 30th Annual National Night Out provides Travis County a unique opportunity to join forces with thousands of other communities around the world in promoting cooperative police and community crime and drug prevention efforts;

WHEREAS, The Travis County Sheriff's Office plays a vital role in establishing joint crime and drug prevention efforts in Travis County and is supporting National Night Out 2013 locally;

WHEREAS, The Travis County Sheriff's Office encourages all citizens to become aware of the importance of crime prevention programs and the impact their individual and collective participation can have on reducing crime and drug abuse in Travis County; and

WHEREAS, Police-community partnerships and neighborhood safety and awareness cooperation are important themes of the National Night Out program.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, ENCOURAGE ALL CITIZENS OF TRAVIS COUNTY TO JOIN THE SHERIFF'S OFFICE AND OTHER LOCAL LAW ENFORCEMENT AGENCIES, LOCAL BUSINESS SPONSORS AND THE NATIONAL ASSOCIATION OF TOWN WATCH IN SUPPORTING THE 30th ANNUAL NATIONAL NIGHT OUT.

Signed and entered this _____th day of October, 2013.

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



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Edith Moreida

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

Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

Approval of a Resolution for an Interlocal Agreement with Central Texas Regional Mobility Authority (CTRMA) for Planning, Design, Engineering and Construction of the road plan.

Travis County Commissioners Court

RESOLUTION

Authorize Agreements with the Central Texas Regional Mobility Authority for Funding and Construction of Roadway Improvements In Southeast Travis County.

- Whereas, Travis County has identified sources of funding needed to pay for improvements to the county roadway system to serve the residents, landowners, businesses and the traveling public in Southeast Travis County; and,
- Whereas The Central Texas Regional Mobility Authority (“Mobility Authority”) was created Pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin Code §26.01, *et seq.* (the “RMA Rules”); and,
- Whereas, The Mobility Authority has constructed, completed, operates the 183A Turnpike Project in Williamson County, the direct connects between US Highway 183 and US Highway 290 East in Travis County, and is currently constructing the Manor Expressway between US Highway 183 and just east of Parmer Lane in the right-of-way for US Highway 290 East in Travis County; and,
- Whereas, Both the Mobility Authority and Travis County are authorized to design and Construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves Travis County residents and the traveling public; and,
- Whereas, The Mobility Authority is authorized by state law to use the design-build method of construction to develop a transportation project, specifically including the design and construction of roadways in Travis County with a functional classification greater than a local road or a rural minor collector; and,
- Whereas, The Mobility Authority has successfully used the design-build construction method to develop and complete its transportation projects within an expedited time period; and,
- Whereas, Under the Interlocal Cooperation Act, Chapter 791, Government Code, the Mobility Authority and Travis County may enter into one or more agreements to cooperate in funding, designing, building, and maintaining improvements to the roadway system that serves the residents, landowners, businesses, and the traveling public in Southeast Travis County; and,

Whereas, The County Executive for Transportation and Natural Resources recommends that the Court authorize negotiation of appropriate agreements with the Mobility Authority to combine the efforts and resources of the Mobility Authority and Travis County to develop improvements to the roadway system in Southeast Travis County.

NOW THEREFORE, BE IT RESOLVED, that the County Executive for Transportation and Natural Resources and his staff are hereby authorized and directed to negotiate one or more agreements with the appropriate officials at the Mobility Authority under which the Mobility will develop and implement necessary and feasible improvements to the roadway system in Southeast Travis County and under which Travis County will provide funding and other resources as may be necessary to pay project development costs incurred by the Mobility Authority for its consultants and a design-build contractor; and,

BE IT FURTHER RESOLVED, THAT THE County Executive for Transportation and Natural Resources bring his recommendation for Court approval of any proposal agreement with the Mobility Authority to the Court for its consideration and appropriate action.

Signed this ____ day of September, 2013.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

GERALD DAUGHERTY
County Commissioner, Pct. 3

BRUCE TODD
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4

WHEREAS, I-35 is a highway of international significance connecting Mexico, the United States and Canada, stretching from Laredo, TX to Duluth, MN; and

WHEREAS, Travis County is bisected by 28.5 miles or 182 main lane miles of I-35 from the Hays County line to the Williamson County line; and

WHEREAS, the portion of I-35 in Travis County has been identified as the fourth most congested corridor in the State of Texas; and

WHEREAS, I-35 carries approximately 200,000 vehicles per day through Travis County; and

WHEREAS, Travis County and the Austin Metro Region was cited by the U.S. Census Bureau as the second fastest growing large metro area in the United States from 2010 – 2011 and is served by I-35; and

WHEREAS, this section of the I-35 corridor through Travis County is listed as the fourth worst trucking bottleneck of freight significant highways in the United States; and

WHEREAS, additional capacity is needed to sustain the growth and economic vitality of the I-35 corridor and for the benefit of the region, state and nation; and

WHEREAS, it is time to undertake a comprehensive solution to address the I-35 corridor congestion in Travis County and the Central Texas Region; and

WHEREAS, Travis County agrees the Texas Department of Transportation is the agency to best lead and coordinate the process of identifying possible improvements to the corridor with active involvement from Travis County and all regional partners; and

WHEREAS, the I-35 Corridor Advisory Committee, established by the Texas Transportation Commission, has recognized the need to address transportation challenges in the I-35 corridor and the value of using a holistic approach with extensive public involvement in the development of a comprehensive plan to address these challenges.

NOW, THEREFORE, BE IT RESOLVED Travis County encourages The Mobility 35 Capital Area Program; the Texas Department of Transportation; the City of Austin; Hays, Williamson and Travis Counties; and the public to continue to work cooperatively to identify strategies to improve I-35 in this region. This ongoing effort has generated proposed concepts to improve operational efficiencies, safety and capacity in the I-35 corridor.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Travis County supports and recommends that the Texas Department of Transportation provide leadership for a multiagency team to advance these recommendations by leading future project development, environmental planning and implementation efforts for short and long term alternatives, including consideration of managed toll lanes along the I-35 corridor with other measures that will provide additional capacity and operational improvements along the general purpose lanes in the I-35 corridor through Travis County.

SIGNED AND ENTERED THE 1st DAY OF October, 2013.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Gerald Daugherty
Commissioner, Precinct 3

Bruce Todd
Commissioner, Precinct 2

Margaret J. Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By: Kurt Nielsen, District Park Manager **Phone #:** 512-854-7218

Division Director/Manager: Charles Bergh, Parks Division Director

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Tracy Limon for purposes of having exclusive use of Webberville Park to host the Annual Limon Family reunion for the weekend of October 11 - 13, 2013 in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

For the past 27 years the Limon family has celebrated their annual reunion at Travis County's Webberville Park. The reunion has always been held in mid-October, a time when normal park usage has declined.

In October of 2006, the Commissioners Court approved a rule prohibiting the display of the consumption of alcoholic beverages. Ms. Limon has requested entering into a License Agreement with Travis County to allow them exception to the rule. The Limon family has traditionally enjoyed the responsible consumption of alcoholic beverages during their annual reunion festivities. Considering the size of the Limon family reunion and its 27-year history at Webberville Park for this annual event, park staff recommends a licensing agreement be approved to allow the Limon family to have exclusive use of the park for the weekend of October 11 - 13, 2013.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

This is an opportunity to continue with this traditional use of Webberville Park for this family event. This licensing agreement will continue to allow the Limon family to host their annual reunion at Webberville Park and to responsibly consume alcoholic beverages without violating park rules.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. The Limon Family would pay the normal fees for shelter rental and would pay to have an

off duty Ranger for security purposes during the Rangers normally unscheduled hours.

ATTACHMENTS/EXHIBITS:

Licence Agreement
Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	512-854-9415
Charles Bergh	Park Division Director	TNR-Parks	512-854-9408
Tracy Limon	Event Organizer		512-627-3411

CC:

Daniel Chapman	Chief Park Ranger	TNR-Parks	512-263-9114
Robert Armistead	Park Division Manager	Parks	512-854-9831
Kurt Nielsen	District Park Manager	Parks	512-854-7218
Jorge Contreras	Park Supervisor I	Parks	512-276-9770

KS:CB:ks

4501 - Park Svs - Annual Limon Family

LICENSE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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 Tracy Limon ("Licensee"), an individual residing in Travis County, Texas.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Webberville Park (the "County Park") for the purpose of holding the "Annual Limon Family Reunion" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its family members and friends, invitees, independent contractors and agents to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, restroom and shelter facilities, and other park amenities in the licensed area, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. Closure to the general public during the Event will include all of Webberville County Park.

1.2 The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property, materials and equipment during the term of the License. Solely for the duration

of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages during the Event, an exception to the Travis County Park Rules currently in effect. Such permission shall terminate automatically upon conclusion of the License Term. **The Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park 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.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of park neighbors.

II. TERM OF LICENSE

2.1 The License is granted from 7:30 p.m. Friday, October 11, 2013 until 7:30 p.m. Sunday, October 13, 2013 (the "License Term"). The License Term expressly includes the right to camp overnight in the County Park, an exception to current Travis County Park Rules. Licensee acknowledges and agrees that such dates and times 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.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall be required to pay all County Park entry fees (if any), and all normal and customary fees charged to the public for shelter rental.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement. At a minimum, Licensee shall provide: (a) one Park Ranger (with vehicle) on-site beginning at midnight on Friday, October 11, 2013 until 8:00 a.m. on Saturday, October 12, 2013; and (b) one Park Ranger (with vehicle) on-site beginning at midnight on Saturday, October 12, 2013 until 8:00 a.m. on Sunday, October 13, 2013.

3.3 With respect to any additional 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).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin, Texas Alcoholic Beverage Commission, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives, if TNR representatives, in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event. Licensee shall be responsible for contacting Kurt Nielsen, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Except as provided herein, Licensee and its agents shall at all times follow the Travis County Parks Rules, including the prohibition against glass containers and fireworks. TNR staff shall provide a copy of all Travis County Park Rules to

Licensee prior to commencement of the activities licensed hereunder. **Also the Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee, at its sole cost and expense, shall repair or replace any damage to the County Park caused by Licensee or any person entering the County Park in connection with the Event.

VII. INDEMNIFICATION

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

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. 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.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Tracy Limon
1900 Wheless Ln
Austin, Texas 78723
512-627-3411

If to County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

And: Steven Manilla
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 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 someone appointed by the Court having 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.

XIV. ENTIRETY OF AGREEMENT

14.1 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, representations or agreements either oral or written.

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

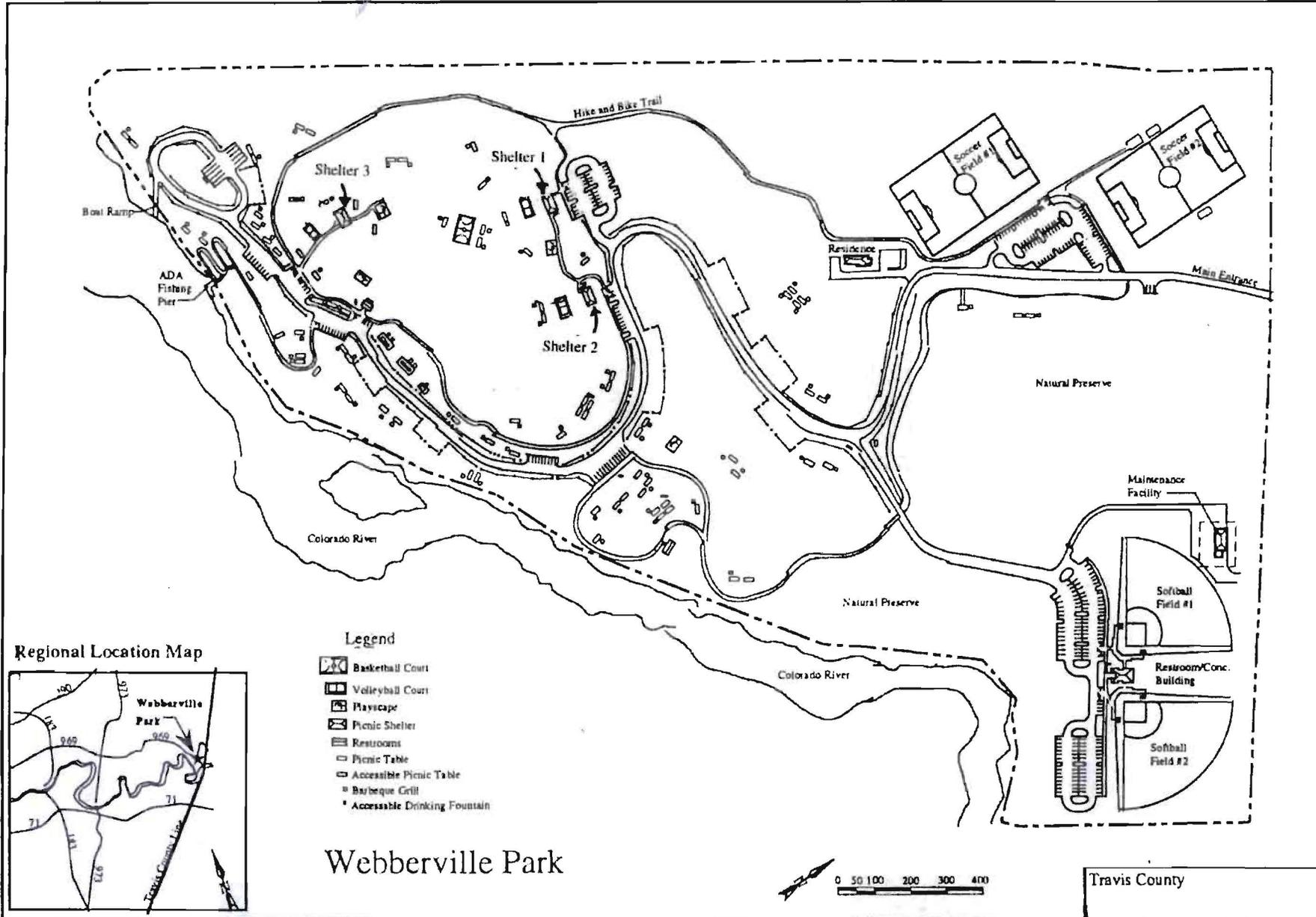
Date: _____

LICENSEE:

By: Tracy Limon
Tracy Limon

Date: 9/16/13

EXHIBIT A
Licensed Areas in Webberville Park
(attached map)



Webberville Park

Travis County

For more information about this or any other Travis County Park, please call 473-9437

September 13, 2013

Re: Limon Family Reunion

Dear Mr. Kurt Nielsen:

My name is Tracy Limon, and I am the Coordinator of the Limon Family Reunion. For the past twenty seven years, the Limon Family has celebrated their Annual Reunion at Webberville Park in Precinct 1, Travis County. As individuals, we've been patronizing this park since it first opened. The natural beauty of this park, and the location, keep us coming back. We want this park to be the home of our future reunions, for many years.

Due to the size of our family, we reserve all three Pavilions for our reunion and are usually the only people out there. We are familiar with the ordinance pertaining to alcoholic beverages in the park. We are requesting to be allowed to comply with the same contract we signed the last three years. We will be at the park Friday afternoon, October 11th, to set up. The Reunion is Saturday October 12th, through Sunday October 13th, 5pm.

I can meet with you, or any Park Employee you desire, to go over any information needed. I can be reached at 512-627-3411. Please email me the contract and I will get it signed and returned to you. My email is tracy_l@yahoo.com.

Thank you,

Tracy Limon



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By: Chiddi N'Jie, Engineer Senior **Phone #:** 512-854-7585

Division Director/Manager: Steve Sun, P.E., Assistant Public Works Director

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

Sponsoring Court Member: Commissioner Davis, Precinct One

Commissioner Margaret J. Gomez, Precinct Four

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Four:

- A) Approval of a proposed Amendment to an Inter-local Agreement between Travis County and the City of Austin for a joint funding of the extension of Tuscany Way south from U.S. 290 East to Springdale Road in Precinct One; and
- B) Approval of a proposed Amendment to an Inter-local Agreement between Travis County and the City of Austin for a joint funding of the extension of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road/McKinney Falls Parkway in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Amendments to two separate Inter-local Agreements between Travis County and the City of Austin are being considered under this agenda item:

1. First Amendment to The Tuscany Way South Extension Project Inter-local Agreement Between the City of Austin And Travis County.
2. First Amendment to The Slaughter Lane Extension Project Inter-local Agreement Between the City of Austin And Travis County.

Each project is discussed separately below:

1. Tuscany Way South Extension:

Both the county and the city desire to develop and construct a section of Tuscany Way South from U.S. 290 to Springdale Road as a four lane divided major arterial as part of the arterial road network in this segment of the county. Tuscany Way South is currently a dead end street, and this extension to Springdale Road will provide a highly needed north-south connectivity away from the residential neighborhoods north of U.S. 290 East.

This will complete the connection of Ferguson Lane to Tuscany Way to Springdale Road. The Ferguson - Tuscany connection was conceived to provide a viable truck route to U.S. 290 E from Ferguson Lane without traveling through the residential neighborhoods north of U.S. 290, abutting Springdale Road.

This amendment is to accommodate the city's desire to increase its financial contribution to the project by \$505,917, bringing the city's contribution to this project to a total of \$2,005,917.

2. Slaughter Lane Extension

The county and the city desire to develop and construct a section of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road (extension of McKinney Falls Parkway) as an initial two lane arterial with an additional two lanes as development occurs.

This project forms a connecting link in the future transportation infrastructure of the city and will provide for inter-connectivity to major roadways. It is listed in the Capital Area Metropolitan Planning Organization (CAMPO) 2035 Mobility Plan as a future arterial.

This amendment is to accommodate the city's desire to increase its financial contribution to the project by \$300,000, bringing the city's contribution to this project to a total of \$1,800,000.

STAFF RECOMMENDATIONS:

Staff recommends approval of both amendments.

ISSUES AND OPPORTUNITIES:

No other clause in the Inter-local Agreements are affected.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approval of these amendments will result in an increase of each of the respective project's budgets. This increase is all coming from the city through this Inter-local Amendment.

EXHIBITS/ATTACHMENTS:

Attachment "A" : Tuscany Way Extension

1. Project Location Map
2. Executed Tuscany Way South Inter-local Cooperation Agreement
3. First Amendment to the Tuscany Way South Inter-local Cooperation Agreement between the City of Austin and Travis County

Attachment "B": Slaughter Lane Extension

1. Project Location Map
2. Executed Slaughter Lane Extension Inter-local Cooperation Agreement
3. First Amendment to the Slaughter Lane Extension Inter-local Cooperation Agreement between the City of Austin and Travis County

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
			854-9455

CC:

Chris Gilmore	Assist County Attorney	Tawana Gardner	TNR
Cyd Grimes	Purchasing Agent	Charlie Watts	TNR
Hannah York	Auditors Office	Steve Sun	TNR
Donna Williams-Jones	TNR	Chiddi N'Jie	TNR

: :
3101 - Public Works/CIP-

VS 11-22-11 Item 19.A 19A

FILED FOR RECORD

2013 NOV 30 AM 4:47

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

**TUSCANY WAY SOUTH
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY**

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

WHEREAS, the County and the City desire to develop and construct a section of Tuscany Way South from US 290 to Springdale Road as a 4-lane divided major arterial (the "Project"); and

WHEREAS, the Project is located within the Full Purpose Annexation Area, Limited Purpose Annexation Area, and 2 Mile Extraterritorial Jurisdiction of the City; and

WHEREAS, the Project forms a connecting link in the future transportation infrastructure of the City and will provide for interconnectivity between US 290 and US 183; and

WHEREAS, the Project, which is generally described and depicted in attached Exhibit "A", may be developed in multiple phases; and

WHEREAS, the Parties will provide for the right-of-way acquisition, design, and construction of the Project; and

WHEREAS, the County intends to participate in the City of Austin's Regional Stormwater Management Program and pay a fee in lieu of providing an onsite stormwater management facility; and

WHEREAS, premises considered, the City desires to participate in the cost of the development and construction of the Project; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.
 - (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
 - (b) The County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") will act on behalf of

the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County Executive will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (d) If a disagreement between City and County arises regarding right-of-way acquisition, engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County Executive for resolution.
- (e) As provided in the Interlocal Cooperation Act, the Parties may select the law that applies to their agreement.

2. Project Development.

(a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) acceptance of the completed work.

(b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City

requirements, unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with any applicable Texas Accessibility Standards.

(c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects during the term of the design and construction, and the County will have the County and the City named as an additional insured with respect to such general liability and automobile liability coverage. The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project. Notwithstanding the City's right of review, the City's failure to comment on an error or omission in the documents does not waive the requirement to meet the appropriate, relevant, and applicable City requirements.

(d) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits, provided that any "fees in lieu of" compliance with City Standards will be required for the Project. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects. The City shall coordinate the City's review of any permit application.

(e) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.

(f) As applicable, the County shall require the design engineer or contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsive and responsible bidder and the amount of the bid, the City will provide its

funding to the County as indicated in Section 8, and the County will be responsible for any and all other funding for the Project.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:
- (a) four (4) hard copy sets to the City's Planning and Development Review Department and an appropriate number of sets to the City's other departments, as reasonably requested, and one (1) electronic copy of the plans and specifications for the construction of the Project at the thirty percent (30%), sixty percent (60%), and one hundred percent (100%) design complete stages for the City's review and approval;
 - (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
 - (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
 - (d) written copy of all contracts and billings and evidence of payment affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned businesses policy, and such billings will include a monthly progress report with a schedule update and status of all tasks, and construction progress photographs;
 - (e) documentation and reasonably sufficient notice, not to be less than ten (10) working days of the submittal for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (f) a copy of executed change orders related to the portions of the Project that are located within the City's full purpose corporate limits or that would conflict with any applicable provisions of Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City requirements, unless otherwise agreed by the Parties;
 - (g) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager; and

(h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project located outside of the full purpose limits of the City and furnish the City a copy of the record drawings of the Project for the City's records and the City will specify the format for the delivery of the working drawings.

5. Management Duties of the City. The City hereby covenants and agrees to:

(a) review the submitted plans and specifications at the thirty percent (30%) and sixty percent (60%) design complete stages and review and approve the plans and specifications at the one hundred percent (100%) design complete stage by providing any initial comments within fourteen (14) working days of submittal, review and approve the County's satisfactory responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;

(b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;

(c) review any change order proposal for any portion of the Project located within the City's full purpose corporate limits and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition;

(d) respond to requests for information within five (5) working days of receipt;

(e) respond to requests to review and approve shop drawings within ten (10) working days of receipt;

(f) at the option and expense]of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County. The City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor. The City's inspection and testing for acceptance of the portion of the Project located within the City for perpetual maintenance will be performed within specific times reasonably agreed upon with the County. The City agrees to pay any delay damages caused solely by its independent

testing and inspection, which actually cause delays to the critical path of the Contractor's approved and accepted work schedule and which are performed more than three days after the stipulated times. The City will not be responsible for delay claims caused solely by the County on the portion of the Work that lies within the City's full purpose jurisdiction or for any delay on work outside the City's full purpose jurisdiction.

- (g) coordinate with the City and County Project Managers, as reasonable and necessary;
 - (h) Immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
 - (i) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the City a copy of the construction contractor's application for payment from the County;
 - (j) attend meetings at the request of the County's Project Manager; and
 - (k) upon satisfactory completion of construction and any applicable warranty or construction performance period and after the County's acceptance of the Project, the City will accept the portion of the Project that is located within the City.
6. **Bond and Guarantee.** All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County and the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project. The City and County will be named as co-obligees on the bonds.
7. **Liability.** To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced general liability and automobile liability insurance policies and a waiver of subrogation will be provided on the general liability, auto liability and worker's compensation coverages.
8. **Financial Obligations.**

- (a) Within 30 days after the effective date of this Agreement, the City will pay the County \$1,500,000 as the City's not to be exceeded financial contribution to the Project, and this payment will be deposited into an escrow account with the County. The amount of the City's contribution will not be exceeded without the further approval of the City Council.
- (b) The County will pay for the remaining costs for development and construction of the Project with current funds available to the County.
- (c) Before issuing to the construction contractor a change order that relates to the portion of the Project located within the City's full purpose corporate limits or that would constitute a change under any applicable Title 30 Standards, the County shall obtain the written approval of the City for the change order.
- (d) The City agrees to pay all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order, which has been approved by the City, within ninety (90) days of the date of submittal by the County. The City is not responsible for all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other costs resulting from the County's performance as project manager that are not directly related to the City's actions.
- (e) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above in Section 8(d) and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (f) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within sixty (60) calendar days after the completion of the Project. The County shall provide the disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial

advisors or other professionals who provide arbitrage rebate calculations to the City.

- (g) The County Treasurer shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications. City funds will be expended on a pro rata basis with the County funds based upon percentage of work completed. Total City funds will not exceed a percentage of the total project cost based upon the percentage of roadway located within the City's full purpose jurisdiction.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus, Director
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH A COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P.O. Box 1748
Austin, Texas 78701

WITH A COPY TO:

David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 291.40

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the Parties.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

- (h) Current Funds. The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- (i) Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (j) Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- (k) Application of Law. This Agreement is governed by the laws of the State of Texas.

TRAVIS COUNTY, TEXAS

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

Date: 11-20-11

CITY OF AUSTIN, TEXAS

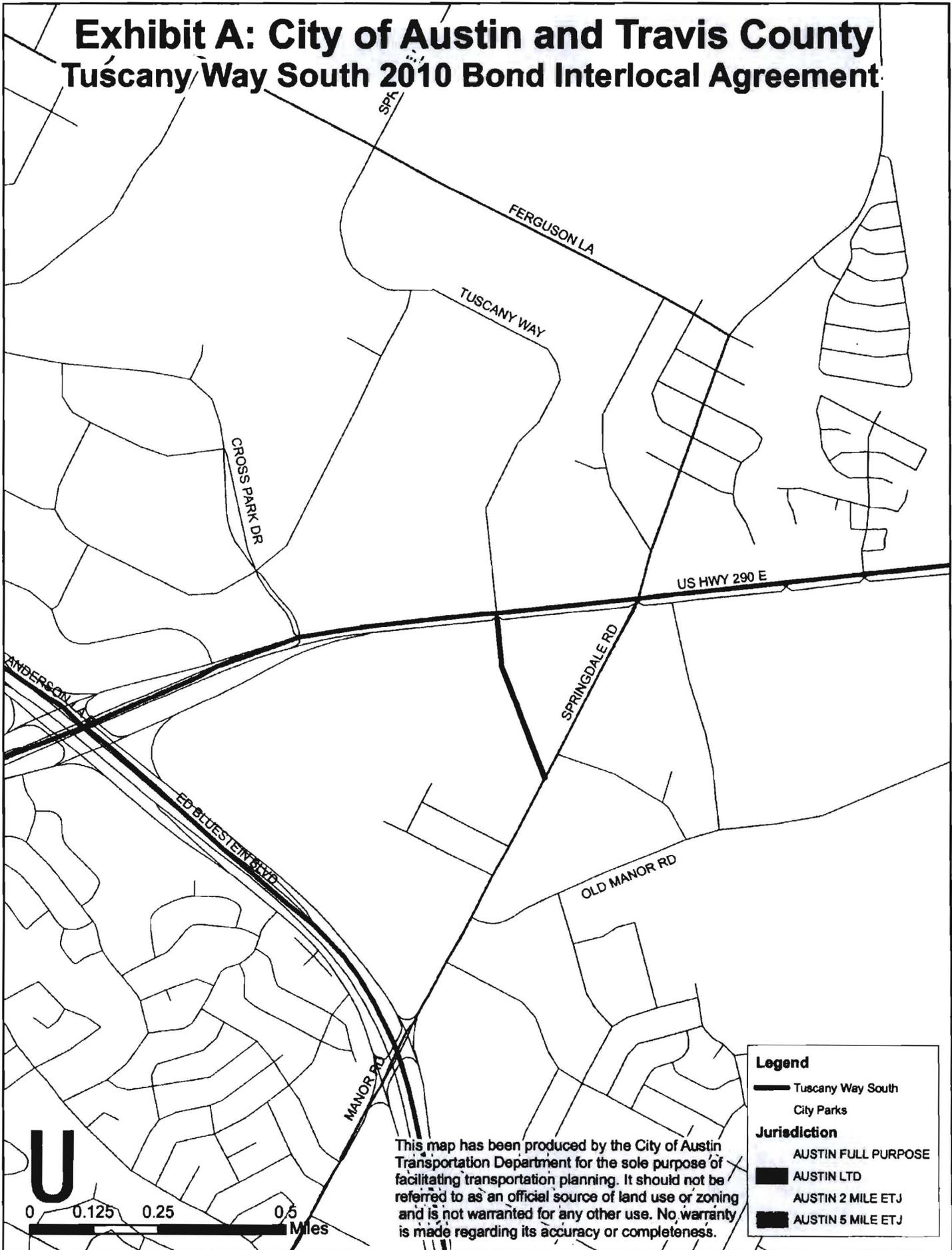
By: Robert D. Gudder, Assistant City Manager

Date: 11/21/11

Approved as to Form:

Andrew R. Bunn
Assistant City Attorney

Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



Legend

- Tuscany Way South
- City Parks

Jurisdiction

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ

This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.

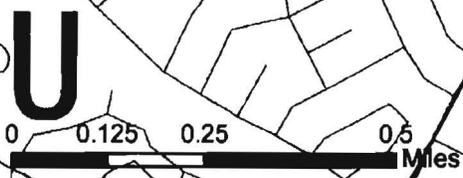
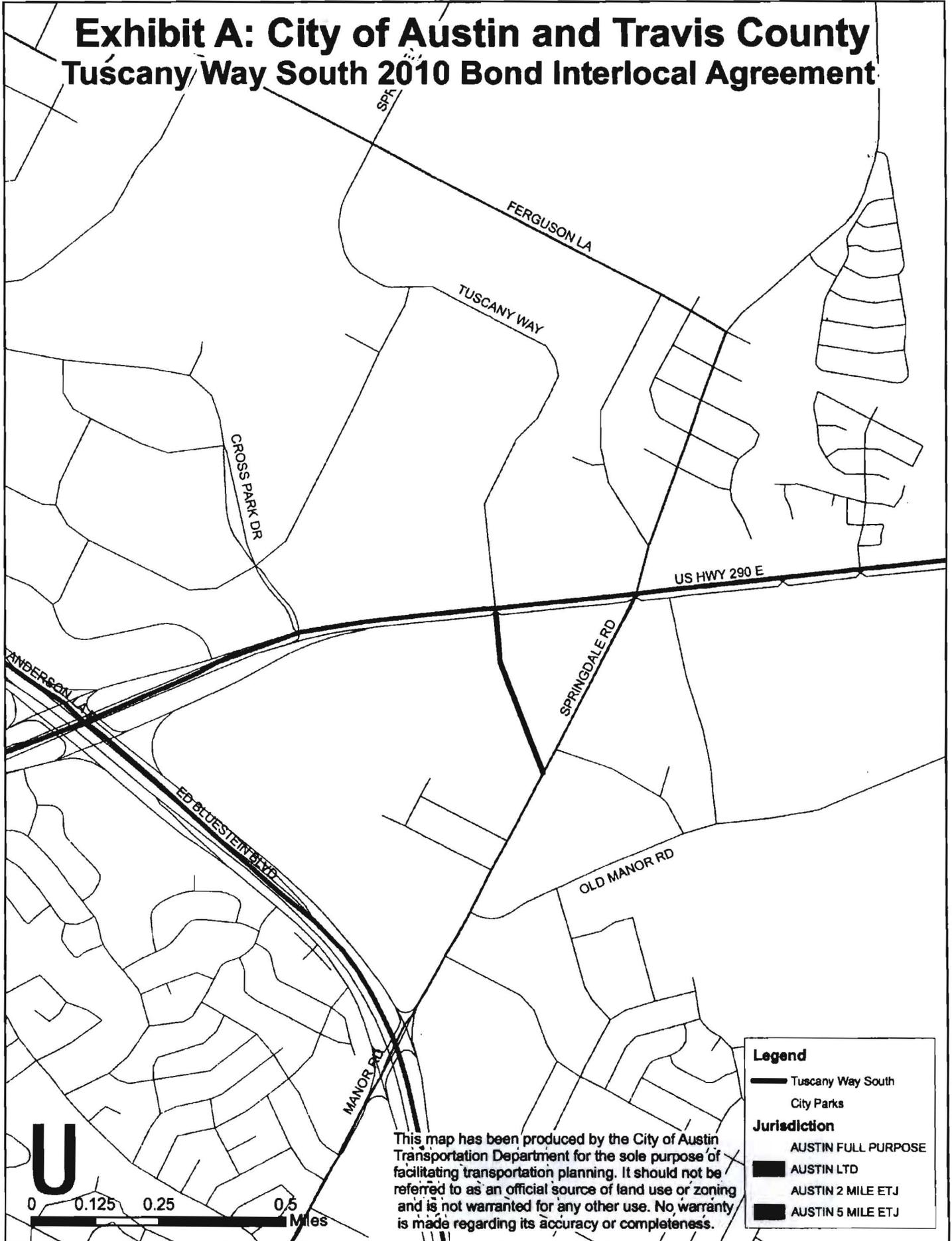
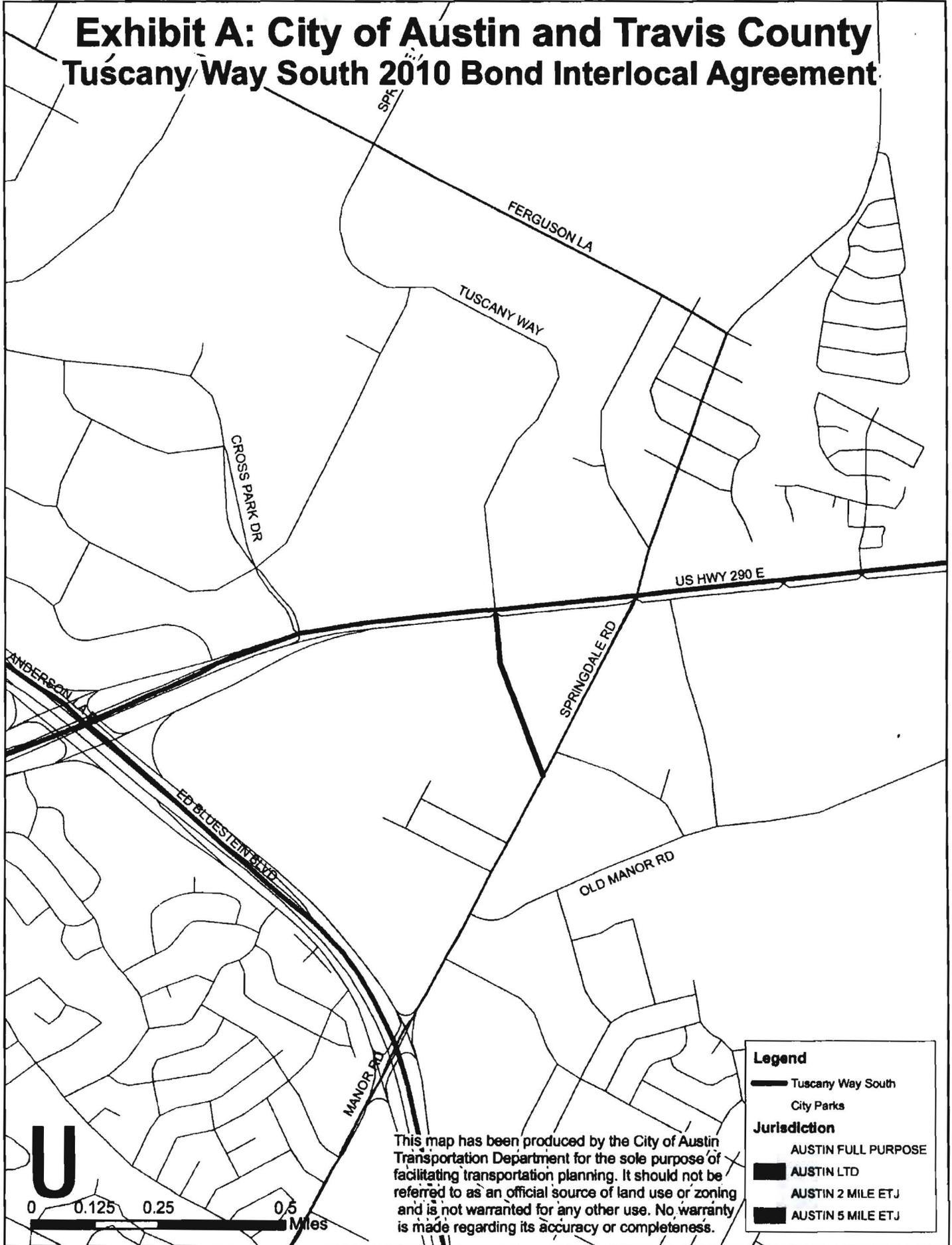


Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.

Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



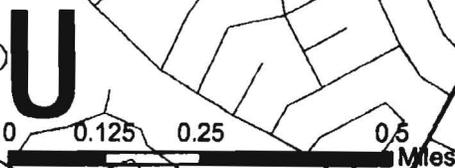
This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.

Legend

- Tuscany Way South
- City Parks

Jurisdiction

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ



**FIRST AMENDMENT TO THE SLAUGHTER LANE EXTENSION
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**

THIS First Amendment to the Slaughter Lane Extension Interlocal Cooperation Agreement between the City of Austin and Travis County (“Amendment”) is made and entered into by and between the City of Austin, Texas, (“City”) and Travis County, Texas (“County”), hereinafter collectively referred to as the “Parties,” upon the premises and for the consideration stated herein.

RECITALS

1. On November 22, 2011, the City and County entered into that certain Slaughter Lane Extension Interlocal Cooperation Agreement (the “Interlocal”);
2. Under the Interlocal, the Parties intend to develop and construct a section of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road/McKinney Falls Parkway as an initial 2-lane arterial with an additional 2 lanes as development occurs (referred to in the Interlocal as the “Project”); and
3. The City now desires to increase its financial contribution to the Project by \$300,000; and
4. The Parties intend to conform this Amendment in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. The City agrees to increase its financial contribution to the Project by \$300,000. Within 30 days after the effective date of this Amendment, the City will pay the County \$300,000 as the City’s additional financial contribution to the Project for right of way and construction, and this payment will be deposited into an escrow account with the County.
2. Paragraph 8(a) of the Interlocal is deleted and replaced with the following:

Within 30 days after the effective date of this Agreement, the City will pay the County \$1,800,000 as the City’s not to be exceeded financial contribution to the Project for right of way and construction, and this payment will be deposited into an escrow account with the County.
3. Paragraph 9(b) of the Interlocal is deleted and replaced with the following:
 - (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Scott Lazarus, Director
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gordon Bowman (or successor)
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

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

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn: File No. 291.41

4. The Interlocal is amended only as set forth herein. In all other respects, the Interlocal is hereby ratified, approved, and confirmed.

5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

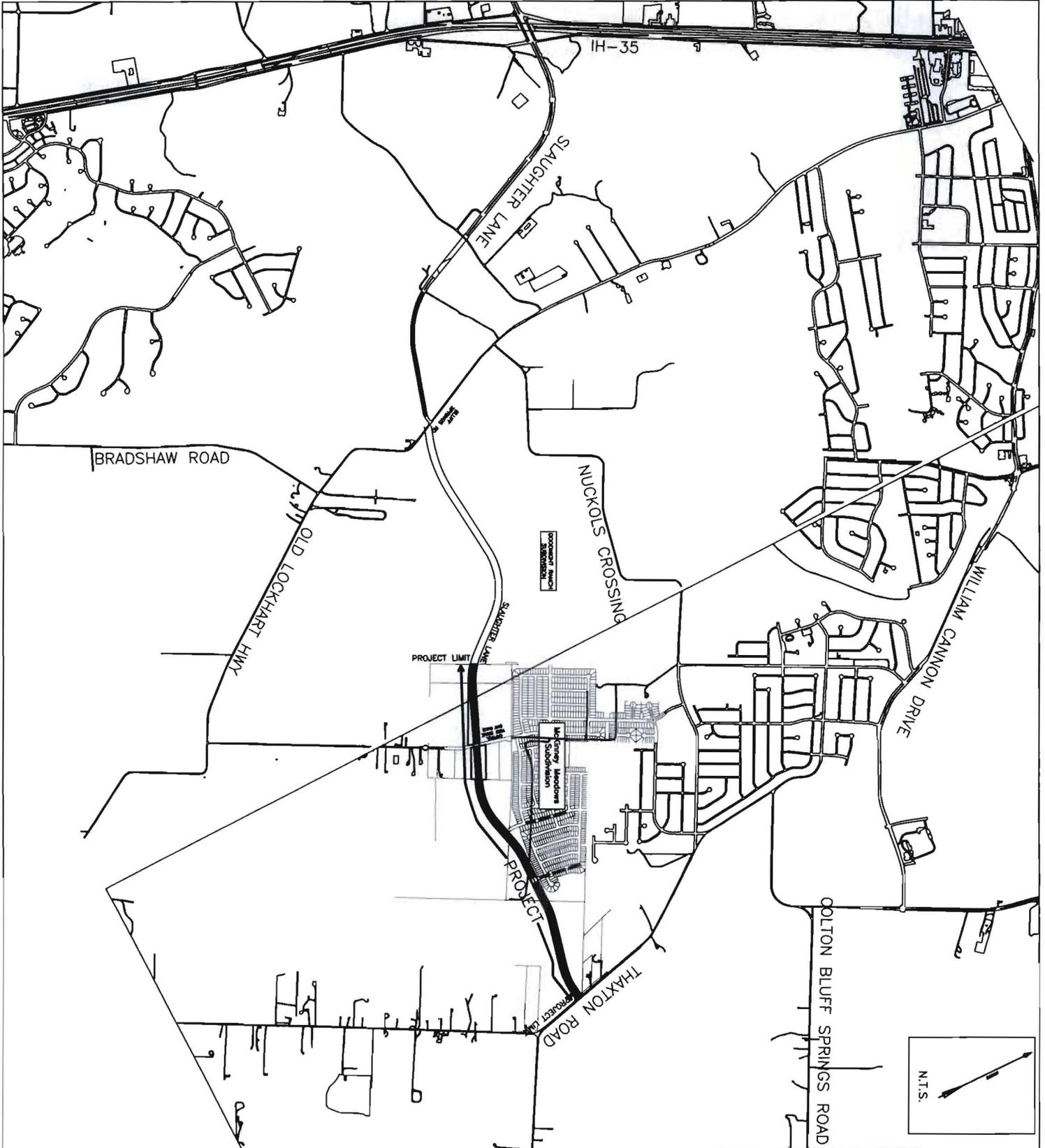
Date: _____

CITY OF AUSTIN, TEXAS

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

Approved as to Form:

Assistant City Attorney



**SLAUGHTER LANE IMPROVEMENTS
LOCATION MAP**

HANRAHAN • PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 (TX. PE FIRM REG. #418)
 8333 Cross Park Drive
 AUSTIN, TEXAS 78754
 OFFICE: 512.459.4734 FAX: 512.459.4752
 info@hp-eng.com

HPE

File: Projects/Slaughter Lane Improvements/Dwg/Exhibits/LOCATION MAP		
Job No. 145-01	Snapshot MAP	
Scale (Hor.): 1"=1000'	Scale (Vert.): 1"=1000'	
Date: 11/13/11	Checked By: LMH	Drawn By: HD

**SHEET
01 of 01**

VS 11-22-11

Item 19.B 19B

FILED FOR RECORD

**SLAUGHTER LANE EXTENSION
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY**

2011 NOV 30 AM 4:47

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

WHEREAS, the County and the City desire to develop and construct a section of Slaughter Lane from the eastern boundary of the Goodnight Ranch Subdivision to Thaxton Road/McKinney Falls Parkway as an initial 2-lane arterial with an additional 2 lanes as development occurs (the "Project"); and

WHEREAS, the Project is located within the Full Purpose Annexation Area, Limited Purpose Annexation Area, and 2 Mile Extraterritorial Jurisdiction of the City; and

WHEREAS, the Project forms a connecting link in the future transportation infrastructure of the City and will provide for interconnectivity to State Highway 130; and

WHEREAS, the Project, which is generally described and depicted in attached Exhibit "A", may be developed in multiple phases; and

WHEREAS, the Parties will provide for the right-of-way acquisition, design, and construction of the Project; and

WHEREAS, premises considered, the City desires to participate in the cost of the development and construction of the Project; and

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

NOW, THEREFORE, the Parties agree as follows;

1. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions

with respect to the Project. The County Executive will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (d) If a disagreement between City and County arises regarding right-of-way acquisition, engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County Executive for resolution.
- (e) As provided in the Interlocal Cooperation Act, the Parties may select the law that applies to their agreement.

2. Project Development.

- (a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) acceptance of the completed work.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City requirements, unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with any applicable Texas Accessibility Standards.

(c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects during the term of the design and construction, and the County will have the County and the City named as an additional insured with respect to such general liability and automobile liability coverage. The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project. Notwithstanding the City's right of review, the City's failure to comment on an error or omission in the documents does not waive the requirement to meet the appropriate, relevant, and applicable City requirements.

(d) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits, provided that any "fees in lieu of" compliance with City Standards will be required for the Project. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects. The City shall coordinate the City's review of any permit application.

(e) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.

(f) As applicable, the County shall require the design engineer or contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsive and responsible bidder and the amount of the bid, the City will provide its funding to the County as indicated in Section 8, and the County will be responsible for any and all other funding for the Project.

4. **Additional Management Duties of the County.** The County hereby covenants and agrees to provide to the City:
- (a) four (4) hard copy sets to the City's Planning and Development Review Department and an appropriate number of sets to the City's other departments, as reasonably requested, and one (1) electronic copy of the plans and specifications for the construction of the Project at the thirty percent (30%), sixty percent (60%), and one hundred percent (100%) design complete stages for the City's review and approval;
 - (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
 - (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
 - (d) written copy of all contracts and billings and evidence of payment affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned businesses policy, and such billings will include a monthly progress report with a schedule update and status of all tasks, and construction progress photographs;
 - (e) documentation and reasonably sufficient notice, not to be less than ten (10) working days of the submittal for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned business policy;
 - (f) a copy of executed change orders related to the portions of the Project that are located within the City's full purpose corporate limits or that would conflict with any applicable provisions of Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations) or, as applicable, Title 25 for the portion of the Project located within the full purpose City limits, including the City's Heritage Tree requirements, and all other appropriate, relevant, and applicable, City requirements, unless otherwise agreed by the Parties;
 - (g) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager; and
 - (h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project located outside of the full purpose limits of the

City and furnish the City a copy of the record drawings of the Project for the City's records and the City will specify the format for the delivery of the working drawings.

5. **Management Duties of the City.** The City hereby covenants and agrees to:

- (a) review the submitted plans and specifications at the thirty percent (30%) and sixty percent (60%) design complete stages and review and approve the plans and specifications at the one hundred percent (100%) design complete stage by providing any initial comments within fourteen (14) working days of submittal, review and approve the County's satisfactory responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
- (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (c) review any change order proposal for any portion of the Project located within the City's full purpose corporate limits and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition;
- (d) respond to requests for information within five (5) working days of receipt;
- (e) respond to requests to review and approve shop drawings within ten (10) working days of receipt;
- (f) at the option and expense of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County. The City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor. The City's inspection and testing for acceptance of the portion of the Project located within the City for perpetual maintenance will be performed within specific times reasonably agreed upon with the County. The City agrees to pay any delay damages caused solely by its independent testing and inspection, which actually cause delays to the critical path of the Contractor's approved and accepted work schedule and which are performed more than three days after the stipulated times. The

City will not be responsible for delay claims caused solely by the County on the portion of the Work that lies within the City's full purpose jurisdiction or for any delay on work outside the City's full purpose jurisdiction.

- (g) coordinate with the City and County Project Managers, as reasonable and necessary;
- (h) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
- (i) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the City a copy of the construction contractor's application for payment from the County;
- (j) attend meetings at the request of the County's Project Manager; and
- (k) upon satisfactory completion of construction and any applicable warranty or construction performance period and after the County's acceptance of the Project, the City will accept the portion of the Project that is located within the City.

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

7. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced general liability and automobile liability insurance policies and a waiver of subrogation will be provided on the general liability, auto liability and worker's compensation coverages.

8. Financial Obligations.

- (a) Within 30 days after the effective date of this Agreement, the City will pay the County \$1,500,000 as the City's not to be exceeded financial contribution to the Project, and this payment will be deposited into an escrow account with the County. The amount of the City's contribution will not be exceeded without the further approval of the City Council.
- (b) The County will pay for the remaining costs for development and construction of the Project with current funds available to the County.
- (c) Before issuing to the construction contractor a change order that relates to the portion of the Project located within the City's full purpose corporate limits or that would constitute a change under any applicable Title 30 Standards, the County shall obtain the written approval of the City for the change order.
- (d) The City agrees to pay all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order, which has been approved by the City, within ninety (90) days of the date of submittal by the County. The City is not responsible for all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other costs resulting from the County's performance as project manager that are not directly related to the City's actions.
- (e) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above in Section 8(d) and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (f) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within sixty (60) calendar days after the completion of the Project. The County shall provide the disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial

advisors or other professionals who provide arbitrage rebate calculations to the City.

- (g) The County Treasurer shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications. City funds will be expended on a pro rata basis with the County funds based upon percentage of work completed. Total City funds will not exceed a percentage of the total project cost based upon the percentage of roadway located within the City's full purpose jurisdiction.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus, Director
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH A COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P.O. Box 1748
Austin, Texas 78701

WITH A COPY TO:

David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 291.41

- (c) **Number and Gender Defined.** As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) **Entire Agreement.** This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) **Effective Date.** This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the Parties.
- (f) **Other Instruments.** The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) **Invalid Provision.** Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

- (h) Current Funds. The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- (i) Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (j) Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- (k) Application of Law. This Agreement is governed by the laws of the State of Texas.

TRAVIS COUNTY, TEXAS

By: Samuel T. Blscoe
Samuel T. Blscoe, County Judge

Date: 11-22-11

CITY OF AUSTIN, TEXAS

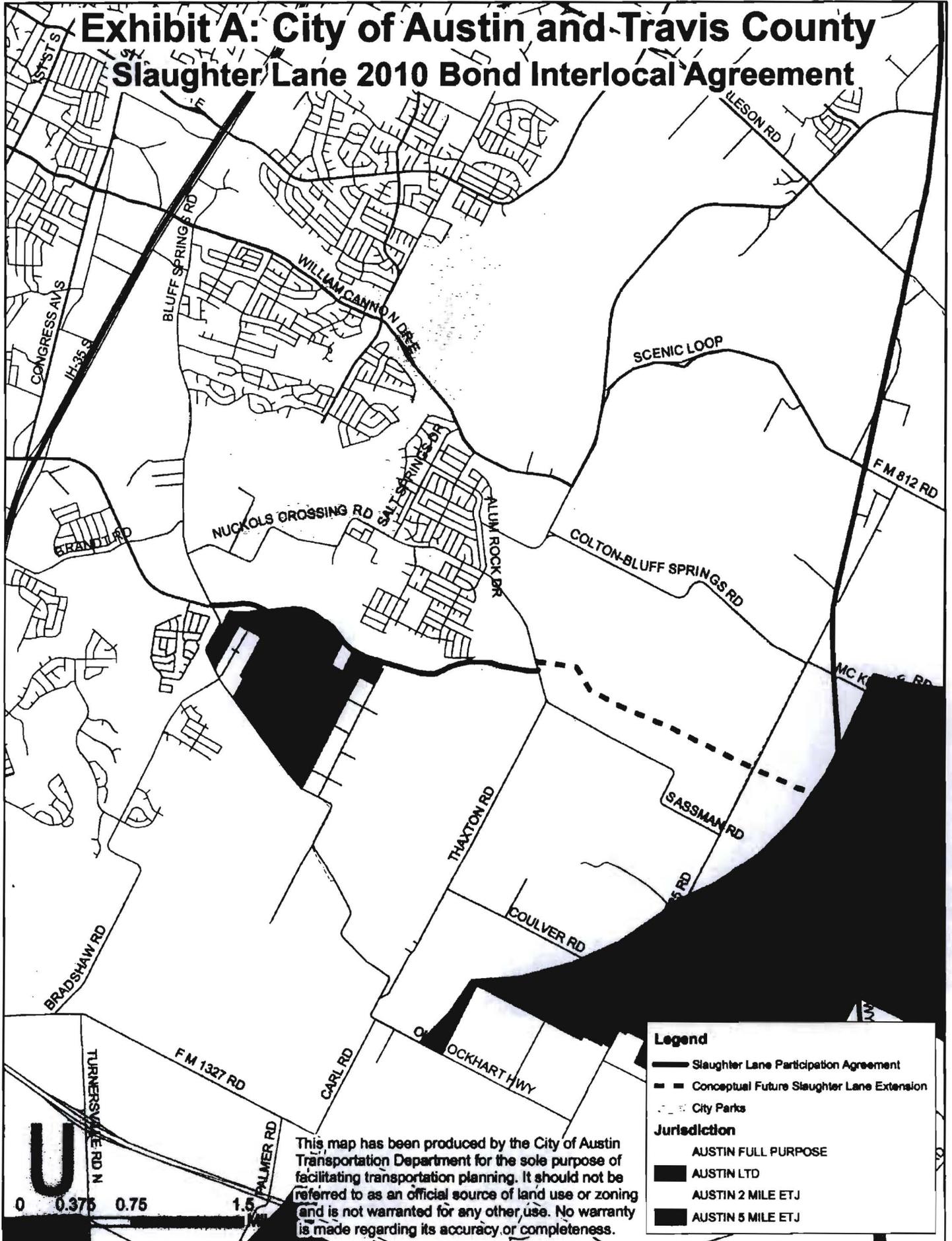
By: Robert D. Gooch
Robert D. Gooch, Assistant City Manager

Date: 11/21/11

Approved as to Form:

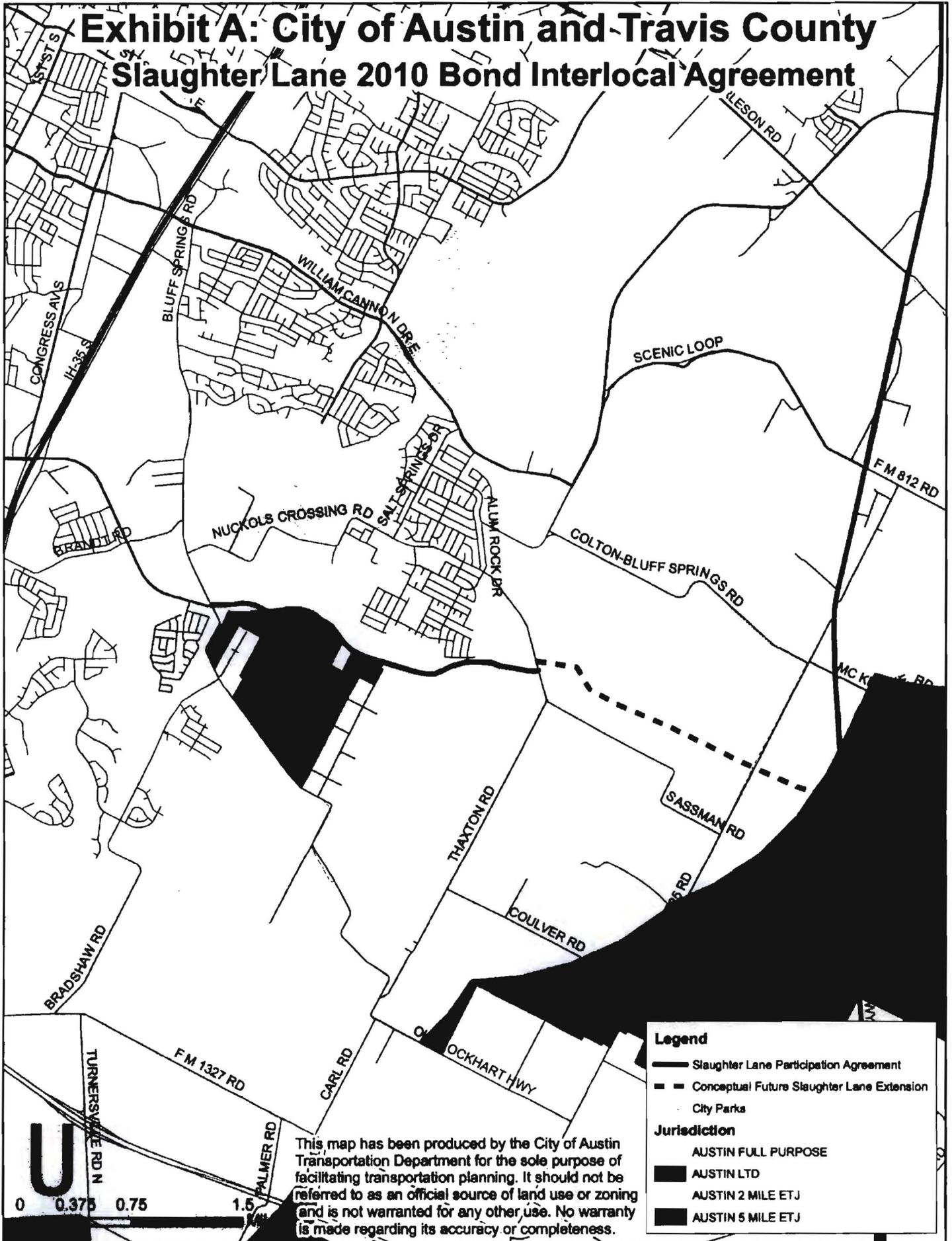
Assistant City Attorney

Exhibit A: City of Austin and Travis County Slaughter Lane 2010 Bond Interlocal Agreement



This map has been produced by the City of Austin Transportation Department for the sole purpose of facilitating transportation planning. It should not be referred to as an official source of land use or zoning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.

Exhibit A: City of Austin and Travis County Slaughter Lane 2010 Bond Interlocal Agreement

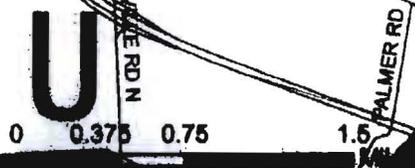


Legend

- Slaughter Lane Participation Agreement
- Conceptual Future Slaughter Lane Extension
- City Parks

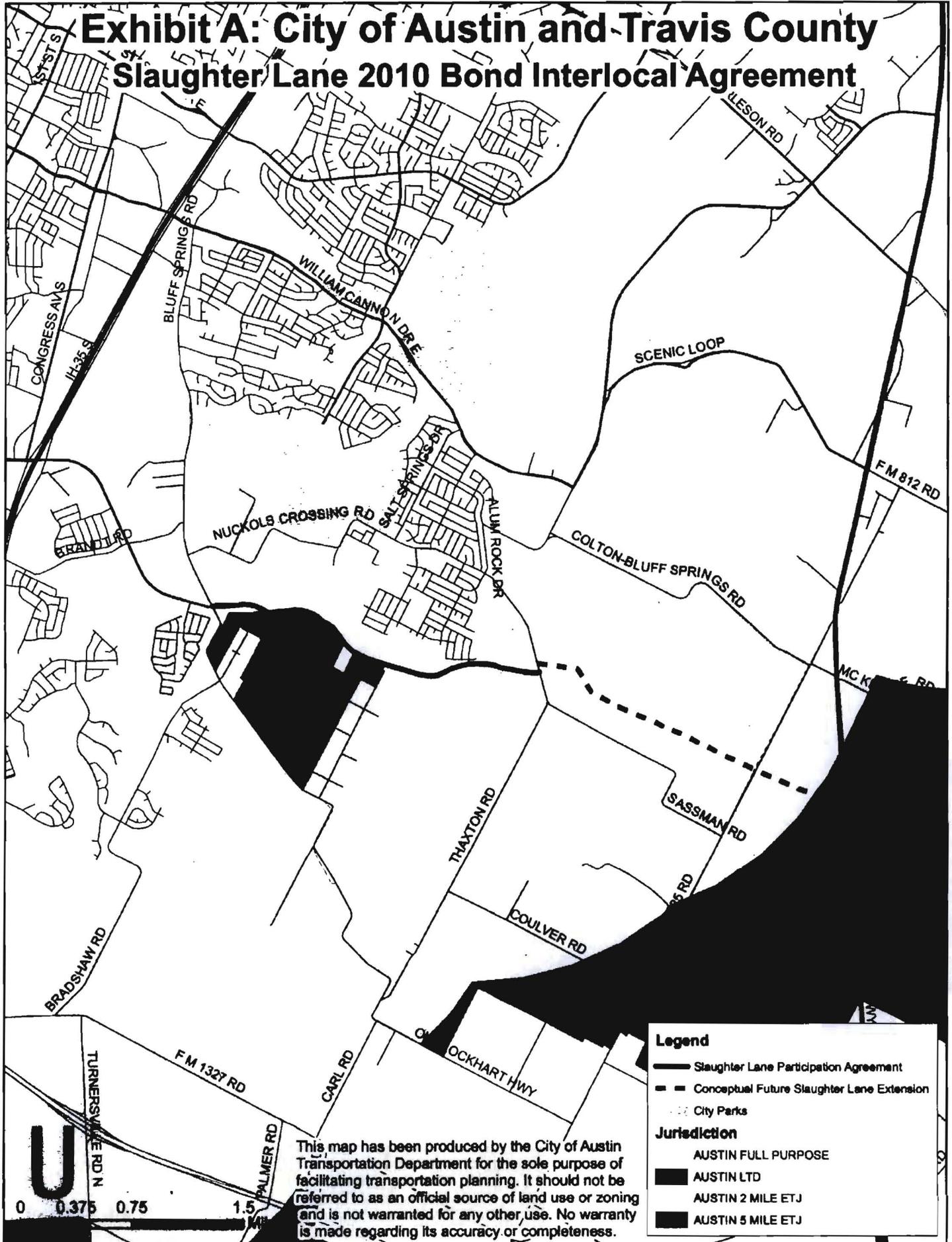
Jurisdiction

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ



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Exhibit A: City of Austin and Travis County Slaughter Lane 2010 Bond Interlocal Agreement



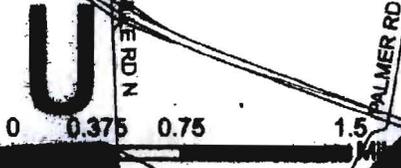
Legend

- Slaughter Lane Participation Agreement
- - - Conceptual Future Slaughter Lane Extension
- City Parks

Jurisdiction

- AUSTIN FULL PURPOSE
- AUSTIN LTD
- AUSTIN 2 MILE ETJ
- AUSTIN 5 MILE ETJ

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**FIRST AMENDMENT TO THE TUSCANY WAY SOUTH
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**

THIS First Amendment to the Tuscany Way South Interlocal Cooperation Agreement between the City of Austin and Travis County (“Amendment”) is made and entered into by and between the City of Austin, Texas, (“City”) and Travis County, Texas (“County”), hereinafter collectively referred to as the “Parties,” upon the premises and for the consideration stated herein.

RECITALS

1. On November 22, 2011, the City and County entered into that certain Tuscany Way South Interlocal Cooperation Agreement (the “Interlocal”);
2. Under the Interlocal, the Parties intend to develop and construct the extension of Tuscany Way South as a four lane divided major arterial from US 290 East to Springdale Road (referred to in the Interlocal as the “Project”); and
3. The City now desires to increase its financial contribution to the Project by \$505,917;
4. The Parties intend to conform this Amendment in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. The City agrees to increase its financial contribution to the Project by \$505,917. Within 30 days after the effective date of this Amendment, the City will pay the County \$505,917 as the City’s additional financial contribution to the Project for purchase and construction of right of way, and this payment will be deposited into an escrow account with the County.
2. Paragraph 8(a) of the Interlocal is deleted and replaced with the following:

Within 30 days after the effective date of this Agreement, the City will pay the County \$2,005,917 as the City’s not to be exceeded financial contribution to the Project for purchase and construction of right of way, and this payment will be deposited into an escrow account with the County.
3. Paragraph 9(b) of the Interlocal is deleted and replaced with the following:
 - (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Scott Lazarus, Director
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gordon Bowman (or successor)
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

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

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn: File No. 291.40

4. The Interlocal is amended only as set forth herein. In all other respects, the Interlocal is hereby ratified, approved, and confirmed.

5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

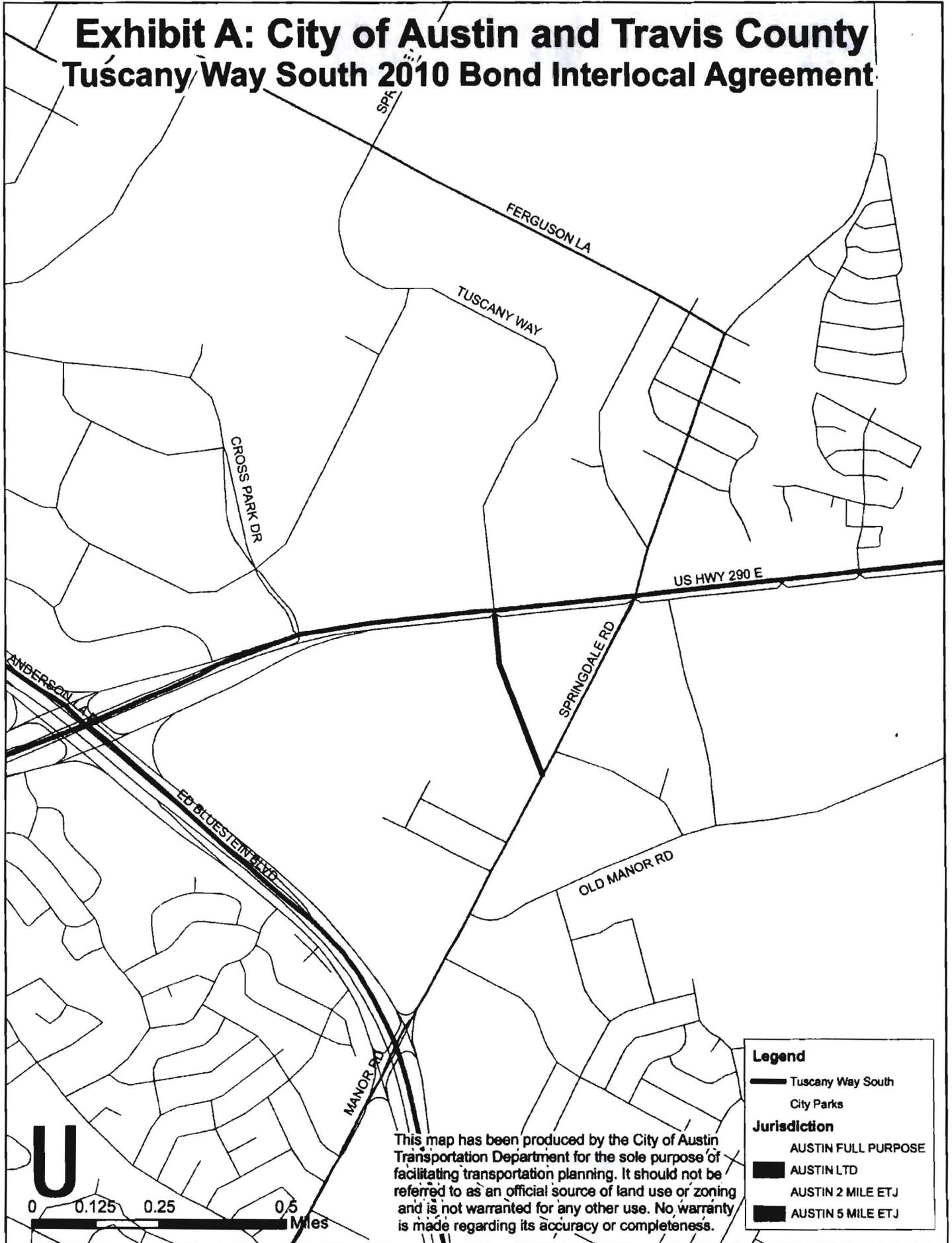
CITY OF AUSTIN, TEXAS

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

Approved as to Form:

Assistant City Attorney

Exhibit A: City of Austin and Travis County Tuscany Way South 2010 Bond Interlocal Agreement



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Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By: Steve Sun, P.E. **Phone #:** (512) 854-4660

Division Director/Manager: Steve Sun, P.E., Assistant PW Director

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to use available Precinct Three Bond Savings to provide additional funds needed for the construction contract award for Bee Creek Road Improvements project in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Bee Creek Road is a Capital Improvements Project approved by voters in the 2011 bond referendum. This project will improve Bee Creek Road from Hwy 71 to its intersection with Highland Blvd. The total length is about 1 mile. The existing Bee Creek Road is a narrow and winding two-lane road with no shoulder or curb & gutter. The area terrain is rough and hilly. Steep cut to the hill, fill to the ravine, and retaining walls are required to meet roadway design geometry requirements. Since the opening of the Highland Blvd in City of Lakeway, traffic on Bee Creek Road is ever increasing. This project will improve Bee Creek Road from a two-lane road to a four-lane divided arterial with bike lanes and sidewalks on both sides of the road.

Bids for construction of Bee Creek Road were received on September 12, 2013. Four bids were received. The lowest and responsive bid received from Chasco in the amount of \$9,093,996.70 is about 7.8% higher than the Engineer's estimate of \$8,430,581.55. Current available budget from approved 2011 bond funds is \$8,885,244 (including \$144,705 to be received from Lake Travis ISD for cost share of traffic signals at the new middle school). Additional \$208,752.70 is needed to award the construction contract. TNR requests a total of \$600,000 be allocated to this project to cover the construction contract amount and to allow for construction contingency. County Attorney's Office, County Auditor's Office and Planning and Budget Office have reviewed this funds allocation.

STAFF RECOMMENDATIONS:

Staff recommends approval of using Precinct Three Bond Savings to provide additional funds needed to award the construction contract and to allow for construction contingency.

ISSUES AND OPPORTUNITIES:

Four bids were received for this project. The apparent low bidder, Smith Contracting, requested their bid to be withdrawn due to a mistake on the bid. The second low bidder Chasco becomes the lowest and responsive bidder. Although Chasco's bid is about 7.8% higher than the Engineer's estimate, TNR recommends not to rebid the project. From recent bids received, a trend of higher bids is observed. From past experience, rebidding the projects typically resulted in higher bids. A new Lake Travis ISD middle school located along Bee Creek Road is scheduled to open in August 2014. Rebidding the project will cause delay in meeting the schedule to have 2 lanes of road completed before the school opening.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$600,000 Precinct Three bond savings are to be allocated from the following source of funding to the Bee Creek Road proejct:

ATTACHMENTS/EXHIBITS:

- Bid Tabulation
- Funds Reservation Documents

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
John Hille	Asst County Attorney		
Nicki Riley	County Auditor		
Leslie Browder	County Exective - PBO		
Cyd Grimes	Purchasing Agent		

CC:

Steve Sun	Assistant PW Director	TNR	
Donna Williams-Jones, Isabelle Lopez, Tawana Gardner		TNR Financial Services	
Tony Valdez	Project Manager	TNR	

: :
0101 - Administrative -



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Pete Baldwin/512-974-0472

Elected/Appointed Official/Dept. Head: Danny Hobby/Executive Manager, Emergency Services

Commissioners Court Sponsor: Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Texas Homeland Security State Administrative Agency Inventory Certification Form

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has been the recipient of State Homeland Security Grants for a number of years. One of the requirements for accepting the funds is that an approved inventory system is in place and the purchased equipment is tagged. An inventory must be conducted on an annual basis of all homeland security equipment. The Inventory Certification form acknowledges that Travis County is in compliance with the Federal and State requirements for equipment purchased with Homeland Security Funds. The Office of Emergency Management uses the approved Travis County asset inventory system and annual verifies the location and condition of the equipment.

STAFF RECOMMENDATIONS: The Office of Emergency Management recommends approval of the Inventory Certification form.

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Danny Hobby, Executive Manger Emergency Services
Jim Connolly, County Attorney

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.

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction: Travis County		Date: October 1, 2013
Initials		Certification
I. Controlled and Capital Assets Acknowledgement		
Please initial to certify to each of the following statements		
	To Certify Initial Here: <input type="text"/>	<p>1. My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf</p>
II. Tagging of Grant Funded Assets		
	To Certify Initial Here: <input type="text"/>	<p>1. My Jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA information Bulletin No. 12-004 including the Name of the Jurisdiction and a unique Identifying Number.</p>
III. Equipment Inventory Requirements		
	To Certify Initial Here: <input type="text"/>	<p>1. My Jurisdiction Maintains a Physical Inventory of Homeland Security grant funded assets and captures the following categories of information for all equipment in accordance with THSSAA information bulletin 12-004.</p> <ul style="list-style-type: none"> A. A description of the asset B. A serial number or other identification number C. The source of the asset D. Who holds the title E. The Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. The location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number <p>(Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS)</p>

IV. PHYSICAL INVENTORY RECONCILIATION	
<p>To Certify Initial Here:</p> <div style="background-color: #cccccc; width: 50px; height: 15px; margin-left: 20px;"></div>	<p>1. My Jurisdiction has completed a Full Physical Inventory and Reconciliation of assets within the last 24 months in accordance with regulations.</p> <p>2. My last physical inventory was conducted: <u> 09 </u> / <u> 01 </u> /2013</p>
<p>All four components must be certified to be fully compliant</p>	
V. AUTHORIZED SIGNATURE(S)	
Print Name of Jurisdiction/Organization	Travis County
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	Samuel T. Biscoe
Title (Judge, Mayor, ED, City Manager, CFO)	County Judge
Signature	
Date	

This form is located at:

http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Please return completed documents by August 1 to THSSAA monitoring at:

Fax-512-206-3137 or SAAMonitoring@dps.texas.gov



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Pete Baldwin; 512-974-0472

Elected/Appointed Official/Dept. Head: Danny Hobby, Executive Manager, Emergency Services

Commissioners Court Sponsor: Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on a Memorandum of Understanding with the Texas Forest Service relating to participation of Shantelle Dunn in the State-wide Regional Incident Management Team.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Capital Area Incident Management Team (CAIMT) is comprised of representatives from emergency management, fire, ems, health, public works and various not-profit support agencies. Members have received specific training with regard to carrying out the functions of Incident Command System positions. These personnel can then be requested to deploy to specific disasters in order to assist the local jurisdiction in dealing with the incident. These deployments are generated by the Texas Forest Service (TFS) in response to local jurisdictions request for assistance. The CAIMT can provide assistance in the areas such as planning, logistics, public information, finance and communications. If approved, Ms. Dunn would clear any deployment request with the Emergency Management Coordinator before accepting the task. A copy of the Memorandum of Understanding is attached.

STAFF RECOMMENDATIONS: The Office Of Emergency Management recommends approval of the Memorandum of Understanding.

ISSUES AND OPPORTUNITIES: If approved, the potential experience gained and the assistance provided can be applied back in Travis County to further our efforts to improve our response and recovery procedures.

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.

FISCAL IMPACT AND SOURCE OF FUNDING: Once a CAIMT member agrees to a request and is deployed, the member continues to be paid by Travis County at the regular rate. At the end of the deployment, paperwork is filed with the TFS for reimbursement to Travis County. Because Ms. Dunn is an exempt employee, she would be reimbursed for no more than eight hours per day or forty hours per week. It has been noted by the Travis County Sheriff's Office in some of their previous agenda items regarding the MOU with TFS that some of the reimbursement rates by the State are higher and some are lower than the County's rate but overall they are acceptable to cover the Travis County's costs.

REQUIRED AUTHORIZATIONS:

Jim Connolly, County Attorney

Jessie Marrs, County Auditor

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.

Memorandum of Understanding
Between
The Texas A&M Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 25th day of July, 2013 by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (TFS) and Regional Incident Management Team (RIMT) Member Shantelle N. Dunn and the Participating Agency/Employer Travis County Office of Emergency Management.

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this MOU also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

- A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.
- B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.
- C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.
- D. Director: The Director of TFS.

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Single Resource: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by a governmental agency or jurisdiction and enters into an MOU with TFS.
- G. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- H. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- I. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- J. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- K. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. **RESPONSIBILITIES**

- A. TFS shall:
 - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
 - 2. Provide administrative, financial and personnel management related to the RIMT and this MOU.
 - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
 - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.
7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
8. Maintain a primary contact list for all RIMT Members.
9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.
2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.
3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. If the Member is a Single Resource, the Member must submit to a background check consistent with Texas A&M System policies. Individuals who refuse to submit to a background check will be denied participation in the RIMT program.
4. Maintain support of Employer for participation in RIMT activities.
5. Keep Employer advised of RIMT activities that may require time off from work.
6. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
7. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

8. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
9. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.
2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.
2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.
3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.
4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.
3. TFS may remove the RIMT Member from the RIMT at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.
7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).
2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.
4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.
5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for

proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).
2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.
3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
4. All financial commitments herein are made subject to availability of funds from the State.

F. Employment Status

1. The RIMT Member shall remain an employee of Employer and not of TFS at all times.
2. TFS has no obligation to make any payments to or on behalf of the RIMT Member except as expressly stated in this MOU. TFS will not withhold any amount that would normally be withheld from an employee's pay and the RIMT Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical

assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this MOU shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Boo Walker
Training Coordinator
200 Technology Way, Suite 1162
College Station, Texas 77845
936-544-0348
bwalker@tfs.tamu.edu

Employer
Travis County Office of Emergency
Management
Pete Baldwin
P.O. Box 1748, Austin, Texas 78767
(512) 854-9367
pete.baldwin@co.travis.tx.us

Member
Shantelle N. Dunn
5010 Old Manor Rd, Austin, TX 78723
(512) 968-7653
shantelle.dunn@co.travis.tx.us

XI. GENERAL PROVISIONS

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Acceptance of funds under this MOU constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. RIMT Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to RIMT Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that RIMT Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or

application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

- E. To the extent applicable, RIMT Member and Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by RIMT Member or Employer that cannot be resolved in the ordinary course of business. RIMT Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS’s designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

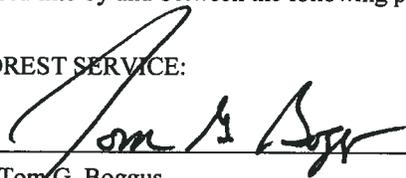
This MOU along with the following Attachments reflects the entire agreement between the parties:

- Attachment A, RIMT Code of Conduct
- Attachment B, RIMT Standard Pay Policy
- Attachment C, RIMT Pay Schedule by Position
- Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

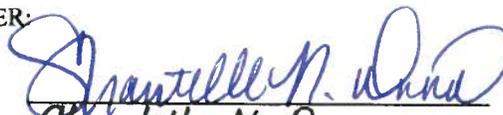
TEXAS A&M FOREST SERVICE:

Signature: 
 Name: Tom G. Boggus
 Title: Director
 Date: 8-12-13

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
 Name: _____
 Title: _____
 Date: _____

RIMT MEMBER:

Signature: 
 Name: Shantelle N. Dunn
 Date: 8/28/2013

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

- A. The Texas A&M Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.
- B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

- A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C
RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL()	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

**MOST CURRENT REVISION OF THE
RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM**



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

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

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL CONTRACT BETWEEN TRAVIS COUNTY AND CAPITAL AREA COUNCIL OF GOVERNMENTS ("CAPCOG") FOR USE OF REVENUE RETURNED UNDER COMMISSION ON STATE EMERGENCY COMMUNICATIONS ("CSEC") RULE 251.3.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under 251.3 of the Texas Health and Safety Code, CAPCOG returns unused 9-1-1 revenue to Travis County to help purchase 9-1-1 related services and equipment. These funds come to the County every two years. In previous funding cycles, the funds have been used to construct the Combined Transportation, Emergency, and Communications ("CTECC") 9-1-1 Backup Center, and to support 9-1-1 call-taking systems at CTECC.

This request is to allow for the disbursement of \$447,834.00 from CAPCOG to Travis County to be used for the purpose of funding eligible 9-1-1 system operation and network expenditures in compliance with CSEC Rule 251.3.

STAFF RECOMMENDATIONS:

Emergency Services management staff support the approval of the interlocal contract (see attached).

ISSUES AND OPPORTUNITIES:

This request is important for the timely replacement and maintenance of equipment at our Combined Transportation Emergency and Communications Center ("CTECC") and related operations within Travis

County. Rule 251.3 was developed for the purpose of assisting with operational expenditures at CTECC and for our public safety agencies. To have this revenue stream has proven to save our general fund dollars over the years we have received it.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact since we will be receiving the funds from CAPCOG.

REQUIRED AUTHORIZATIONS:

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

Kapp Schwebke, Auditor's Office

Bill Derryberry, PBO

Marvin Brice, Purchasing Office

Christine Lego, Emergency Services

Toby Fariss, Emergency Services



EMERGENCY SERVICES

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

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

*Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Director*

MEMORANDUM

To: Travis County Commissioners Court
From: Danny Hobby, County Executive, Emergency Services
Date: September 23, 2013
Subject: Use of Revenue Returned Under Rule 251.3

This request is for Travis County Commissioners Court to consider and take appropriate action on approving a Contract (see attached) with the Capital Area Council of Governments ("CAPCOG") for the use of returned 9-1-1 revenue under the Commission on State Emergency Communications ("CSEC") Rule 251.3, allowing for the disbursement of \$447,834.00 from CAPCOG.

Travis County will use the funds for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with rule 251.3. These expenditures are associated with the design of a 9-1-1 system and/or the purchase and maintenance of equipment and personnel necessary to establish and operate answering points and related operations within Travis County. A portion of the funds may be allocated to other entities within Travis County that have qualifying expenditures.

Thank you for your consideration in this matter.

**INTERLOCAL CONTRACT FOR
USE OF REVENUE RETURNED UNDER RULE 251.3**

This Interlocal Contract is entered into by the following parties:

Travis County, Texas ("County") and the Capital Area Council of Governments ("CAPCOG")

RECITALS

CAPCOG is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

Travis County is a political subdivision of the State of Texas.

CAPCOG and County are authorized to enter into this contract in all respects by Texas Government Code, Chapter 791.

AGREEMENT

Payment of Funds. CAPCOG shall pay County \$447,834.00 originally from the Fiscal Year 2011 funding and rolled over each year since then in compliance with the CSEC Rule for the Largest County.

Use of Funds. County shall use these funds for the sole purpose of funding eligible 9-1-1 system operation and network expenditures in compliance with CSEC rule 251.3.

Current Revenue. CAPCOG shall pay for its obligations under this Interlocal contract from current revenue funds.

GENERAL PROVISIONS

Limit on Agents. No agent, official, employee, or representative of County has the authority to amend or assign this Contract or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of CAPCOG has the authority to amend or assign this Contract or waive violations of it unless expressly granted this specific authority by the CAPCOG Board.

Compliance with Laws. County and CAPCOG shall comply with all applicable laws, rules and regulations in the performance of this contract.

Entire Agreement. This contract supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each

party to this contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied in this contract and that any agreements, statements, or promises not contained in this contract are not valid or binding.

Non-Waiver. Any act of forbearance by either party to enforce any provision of this contract must not be construed as a modification of this contract or as a waiver of any breach or default of the other party, which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this contract must not be construed as a waiver of that right or privilege. In this contract, County and CAPCOG do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

Reservation of Rights and Remedies. All rights of both parties under this contract are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this contract. Any right or remedy stated in this contract must not preclude the exercise of any other right or remedy under this contract, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this contract, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice & Remedies Code - Section 154.073. 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 Texas Civil Practice & Remedies Code - Section 154.073, unless both parties agree, in writing, to waive the confidentiality.

Termination for Breach. The failure of either party to comply with the terms and conditions of this contract is a breach of this contract. Either party may terminate this contract if it is found that the other party has breached this contract. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 30 days to correct the breaches or explain why the actions do not breach this contract to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 30 days results in automatic termination of this contract at the end of the 30-day period unless the parties agree in writing to extend the time to cure the breaches.

Written Notice. All notices sent pursuant to this contract shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

County Address. Notice sent pursuant to this contract shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Executive
Emergency Services
5501 Airport Boulevard
Austin, Texas 78757

If mailed to:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

CAPCOG Address. Notices sent pursuant to this contract shall be delivered or sent to CAPCOG at the following address:

If hand delivered to:

Executive Director
Capital Area Council of Governments
6800 Burleson Road Building 310 Suite165
Austin, Texas 78744

If mailed to:

Executive Director
Capital Area Council of Governments
6800 Burleson Rd. Bldg 310, Ste 165
Austin, Texas 78744

Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Change of Address. Either party may change its address for notice under this contract by providing a notice of the change to all parties in compliance with this Written Notice to the address of the party receiving notice state in this contract.

Third Party Rights Not Created This contract is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor CAPCOG is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

Texas Law to Apply. This contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

Severability of Provisions. In case any one or more of the provisions in this contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this contract and this contract shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or CAPCOG has declared a holiday for its employees, these days shall be omitted from the computation.

Gender and Number. Words of gender used in this contract shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this contract requires otherwise.

Headings. The headings at the beginning of the various provisions of this contract have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

CAPCOG Signors. The person signing this contract on behalf of CAPCOG, or representing herself as signing this contract on behalf of CAPCOG, does hereby warrant and guarantee that she has been duly authorized by CAPCOG to sign this contract on behalf of CAPCOG and to bind CAPCOG validly and legally to all terms, performances, and provisions in this contract.

County Signors. The person signing this contract on behalf of County, or representing himself as signing this contract on behalf of County, does hereby warrant and guarantee that he has been duly authorized by County to sign this contract on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this contract.

Duplicate Originals. This document is executed in duplicate originals.

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: _____

Betty Voights
Executive Director

Date: _____

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

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

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL CONTRACT BETWEEN TRAVIS COUNTY AND CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT ("CAECD") FOR USE OF REVENUE RETURNED UNDER COMMISSION ON STATE EMERGENCY COMMUNICATIONS RULE 251.3.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under 251.3 of the Texas Health and Safety Code, Capital Area Council of Governments ("CAPCOG") returns unused 9-1-1 revenue to Travis County to help purchase 9-1-1 related services and equipment. These funds come to the County every two years. In previous funding cycles, the funds have been used to construct the Combined Transportation, Emergency, and Communications ("CTECC") 9-1-1 Backup Center, and to support 9-1-1 call-taking systems at CTECC.

This request is to allow for the disbursement of \$42,000.00 from Travis County to CAECD to be used for the purpose of funding eligible 9-1-1 system operation and network expenditures in compliance with CSEC Rule 251.3.

CAECD will use \$32,000.00 of these funds for the sole purpose of covering eligible 9-1-1 costs of the Lakeway Police Department Public Safety Answering Point, which will be due to CAECD for Fiscal Year 2014.

CAECD will use \$10,000.00 of these funds for the sole purpose of covering eligible 9-1-1 costs of the Lago Vista Police Department Public Safety Answering Point, which will be due to CAECD for Fiscal Year 2014.

STAFF RECOMMENDATIONS:

Emergency Services management staff support the approval of the interlocal contract (see attached).

ISSUES AND OPPORTUNITIES:

This request is important for the timely replacement and maintenance of 9-1-1 equipment at our Lakeway and Lago Vista Police Department Public Safety Answering Points. Rule 251.3 was developed for the purpose of assisting with operational expenditures for our public safety agencies within Travis County. To have this revenue stream has proven to save our general fund dollars over the years we have received it.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact since we received the funds from CAPCOG.

REQUIRED AUTHORIZATIONS:

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

Kapp Schwebke, Auditor's Office

Bill Derryberry, PBO

Marvin Brice, Purchasing Office

Christine Lego, Emergency Services

Toby Fariss, Emergency Services



EMERGENCY SERVICES

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

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

*Medical Examiner
Dr. David Dolinak*

MEMORANDUM

To: Travis County Commissioners Court
From: Danny Hobby, County Executive, Emergency Services
Date: September 23, 2013
Subject: Use of Revenue Returned Under Rule 251.3

*STAR Flight
Casey Ping, Program Director*

This request is for Travis County Commissioners Court to consider and take appropriate action on approving a Contract (see attached) with the Capital Area Emergency Communications District ("CAECD") for the use of returned 9-1-1 revenue under the Commission on State Emergency Communications ("CSEC") Rule 251.3. This Contract will allow for the disbursement of \$42,000.00 from Travis County to CAECD.

CAECD will use \$32,000.00 of these funds for the sole purpose of covering eligible 9-1-1 costs of the Lakeway Police Department Public Safety Answering Point, which will be due to CAECD for Fiscal Year 2014.

CAECD will use \$10,000.00 of these funds for the sole purpose of covering eligible 9-1-1 costs of the Lago Vista Police Department Public Safety Answering Point, which will be due to CAECD for Fiscal Year 2014.

Thank you for your consideration in this matter.

**INTERLOCAL CONTRACT FOR
USE OF REVENUE RETURNED UNDER RULE 251.3**

This Interlocal Contract is entered into by the following parties:

Travis County, Texas ("County") and the Capital Area Emergency Communications District ("CAECD")

RECITALS

The Capital Area Emergency Communications District is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Local Government Code, as amended..

Travis County is a political subdivision of the State of Texas.

CAECD and County are authorized to enter into this contract in all respects by Texas Government Code, Chapter 791.

AGREEMENT

Payment of Funds. In County Fiscal Year 2014, County shall pay CAECD \$42,000.00 within 30 days after execution of this contract by both parties.

Current Revenue. County shall pay for its obligations under this Interlocal contract from current revenue funds.

Use of Funds for Lakeway. CAECD shall use \$32,000.00 of these funds for the sole purpose of covering the eligible 9-1-1 costs of the Lakeway Police Department Public Safety Answering Point, which will be due to CAECD for Fiscal Years 2014.

Use of Funds for Lago Vista. CAECD shall use \$10,000.00 of these funds for the sole purpose of covering the eligible 9-1-1 costs of the Lago Vista Police Department Public Safety Answering Point, which will be due to CAECD for Fiscal Years 2014.

Current Revenue. CAECD shall pay for its obligations under this Interlocal contract from current revenue funds.

CAECD Retention of Records. CAECD shall maintain all records and documentation for the use of funds for Fiscal Years 2014 to be funded under this contract in a readily available state and location for three (3) years after the fiscal year for which CAECD received funds.

County Access to Records. CAECD shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to

use of funds for Fiscal Years 2014 to be funded under this contract, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by CAECD.

County Audit of Records. County has the right to conduct a financial audit of CAECD's performance of this contract. CAECD agrees to permit County, or its authorized representatives, to audit CAECD's records that relate to this contract and to obtain any document, materials or information necessary to facilitate this audit.

GENERAL PROVISIONS

Limit on Agents. No agent, official, employee, or representative of County has the authority to amend or assign this Contract or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of CAECD has the authority to amend or assign this Contract or waive violations of it unless expressly granted this specific authority by the CAECD Board of Managers.

Compliance with Laws. County and CAECD shall comply with all applicable laws, rules and regulations in the performance of this contract.

Entire Agreement. This contract supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this contract acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied in this contract and that any agreements, statements or promises not contained in this contract are not valid or binding.

Non-Waiver. Any act of forbearance by either party to enforce any provision of this contract must not be construed as a modification of this contract or as a waiver of any breach or default of the other party, which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this contract must not be construed as a waiver of that right or privilege. In this contract, County and CAECD do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

Reservation of Rights and Remedies. All rights of both parties under this contract are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this contract. Any right or remedy stated in this contract must not preclude the exercise of any other right or remedy under this contract, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this contract, the parties agree to use the Dispute Resolution Center of Austin,

Texas, as the provider of mediators for mediation as described in the Texas Civil Practice & Remedies Code - Section 154.073. 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 Texas Civil Practice & Remedies Code - Section 154.073, unless both parties agree, in writing, to waive the confidentiality.

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Written Notice. All notices sent pursuant to this contract shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

County Address. Notice sent pursuant to this contract shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Executive
Emergency Services
5501 Airport Boulevard
Austin, Texas 78757

If mailed to:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

CAECD Address. Notices sent pursuant to this contract shall be delivered or sent to CAECD at the following address:

If hand delivered to:

Executive Director
Capital Area Emergency
Communications District
6800 Burlinson Road Building 310 Suite165
Austin, Texas 78744

If mailed to:

Executive Director
Capital Area Emergency
Communications District
6800 Burlinson Rd. Bldg 310, Ste 165
Austin, Texas 78744

Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Change of Address. Either party may change its address for notice under this contract by providing a notice of the change to all parties in compliance with this Written Notice to the address of the party receiving notice state in this contract.

Third Party Rights Not Created This contract is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor CAECD is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

Texas Law to Apply. This contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

Severability of Provisions. In case any one or more of the provisions in this contract is for any reason held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this contract and this contract shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or CAECD has declared a holiday for its employees, these days shall be omitted from the computation.

Gender and Number. Words of gender used in this contract shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this contract requires otherwise.

Headings. The headings at the beginning of the various provisions of this contract have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

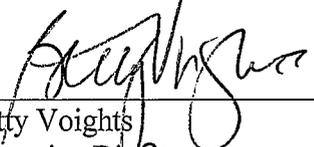
CAECD Signors. The person signing this contract on behalf of CAECD, or representing herself as signing this contract on behalf of CAECD, does hereby warrant and guarantee that she has been duly authorized by CAECD to sign this contract on behalf of CAECD and to bind CAECD validly and legally to all terms, performances and provisions in this contract.

County Signors. The person signing this contract on behalf of County, or representing himself as signing this contract on behalf of County, does hereby warrant and guarantee that he has been duly authorized by County to sign this contract on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this contract.

Duplicate Originals. This document is executed in duplicate originals.

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

By: _____


Betty Voights
Executive Director

Date: 9-13-13

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 10/01/2013, 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 Governor, Criminal Justice Division for the Travis County Veterans' Court program in the Criminal Courts;
- B. Amendment to the Interlocal with the City of Austin that will extend the term of the 2010 Justice Assistance Grant that is used by the Travis County Sheriff's Office for law enforcement projects;
- C. Annual contract with the Department of Health and Human Services-Substance Abuse and Mental Health Services Administration for the Travis County Adult Probation DWI Court;
- D. Annual contract with the Office of the Governor Criminal Justice Division for the Travis County Adult Probation DWI Court; and
- E. Annual contract with the Office of the Governor, Criminal Justice Division for the Drug Diversion Court program in Pretrial Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A,C,D, & E are continuations of existing programs. These programs currently have "Permissions to Continue" associated with them, so approval will allow these expenses to be reimbursed.

Item B is a proposal to extend a current grant until 03/31/14.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no matching funds associated with these requests.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2014

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	124 Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	R	MC	6
B	137 2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	R	MC	15
C	139 Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	R	MC	24
D	139 Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	R	MC	32
E	142 Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	R	MC	41

Contracts

* Amended from original.

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

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

**FY 2014 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, 2013, and the notification of award has not yet been received.

Created 09-26-13 @ 4:35 pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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	*Amended from original agreement.		\$0	\$0	\$0	\$0	\$0	-	
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**FY 2014 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, 2013.

Created 09-26-13 @ 4:35 pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
			\$0	\$0	\$0	\$0	\$0	0.00	

*Amended from original agreement.

FY 2014 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				
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
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
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	No

FY 2014 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				
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	No
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	No
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	No
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	No
Totals			\$697,813	\$7,300	\$705,113	122.17			



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 Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9244	

Grant Title:	Travis County Veterans' Court		
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 Governor, Criminal Justice 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:	\$ 159,402	\$ 0	\$ 0	\$ 0	\$ 159,402
Operating:	\$ 22,872	\$ 0	\$ 0	\$ 0	\$ 22,872
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,645	\$ 0	\$ 0	\$ 0	\$ 3,645
Totals:	\$ 185,919	\$ 0	\$ 0	\$ 0	\$ 185,919
FTEs:	2.00	0.00	0.00	0.00	2.00

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"/>	RP	
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.	# of veterans assessed for eligibility for court	34	41	70	70
2.	# of veterans served in the program	25	62	88	90
3.					
+ - Measures for the Grant					
1.	Provide linkage to appropriate treatment for identified veterans	34	41	70	70
Outcome Impact Description					
2.	At least 40 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	25	62	88	90
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

This request is to accept an award from the Office of the Governor to continue funding for the Veterans Court program in the Criminal Courts. This grant has been awarded for the past several years and requires no county match. 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?

It is the goal of the Travis County Veterans Court to link misdemeanor and felony veteran defendants to the VA for assessment and treatment services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. A large number of the Court's participants will need substance abuse intervention which is an integral part of the Veterans Court Program.

A Veterans Court Implementation Grant was first received from the Office of the Governor, Criminal Justice Division (OOG/CJD) in April 2010 (partial-year FY10). The Governor's Office continued funding the Veterans Court Program in FY11, FY12 and FY13. A continuation grant application was submitted for FY14.

The Travis County Veterans Court Program has been notified of the award for \$185,919 by the Office of the Governor, Criminal Justice Division to fund the Veterans Court Program for FY14. It should be noted that an application was also submitted to the Texas Veterans Commission to fund a portion of the Veterans Court services during the period between July 1, 2013 - June 30, 2014. However, the request was not funded.

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

There are no long term County funding requirements for this grant.

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.

There is no County match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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, this program will discontinue without grant funding. We will seek additional funding from other sources.

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

This is not a new program. However, the decision to start the Veterans Court stemmed from the Veterans Intervention Jail Survey report which was published in 2009. The report indicated that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail.

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 court docket will be an additional docket scheduled in County Court at Law #4 bi-weekly. Although there are specialty dockets for defendants with mental health or substance abuse issues, the unique treatment needs of this target population has not been previously addressed.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 13, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
509 W. 11th Street, Room 2.700
Austin, Texas 78701-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice)/(512)475-2440 (FAX) Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DC-14-A10-23397-05 **CFDA or State ID:** 00.303
Program Fund: DC-Drug Court Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Veteran's Court
Grant Period: 09/01/2013 - 08/31/2014
Liquidation Date: 11/29/2014
Date Awarded: September 13, 2013
CJD Grant Manager: Anissa Johnson

CJD Award Amount: \$185,919.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$185,919.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

- 1 Other Condition of Funding. During FY 2014 CJD will allow your agency to use the Addition Method to add generated program income to the OOG budget in an amount up to \$47,100.00, resulting in an overall increase in the approved budget. Once this amount has been reached further collected generated program income must be applied using the Deduction Method, which will begin to reduce the OOG award amount. All generated program income must be reported to CJD through a formal grant adjustment to secure CJD approval prior to use of the program income.
- 2 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.
- 3 Other Condition of Funding. Pursuant to SB 462 relating to specialty court programs in Texas that was passed during the Regular 83rd Legislative Session, please upload a completed Specialty Court Registration Form, which will serve as written notice of your program and a copy of the original resolution or other official declaration that established your program. The Registration Form is available on the eGrants Updates page under Forms.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 13, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Travis County Resolution FY14 Veterans Court Grant

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Veteran's Court be operated during FY14; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves acceptance of the grant award for the Veteran's Court from the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 2339705



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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	37 - Travis County Sheriff's Office	
Contact Person/Title:	Michael G Hemby - Planning Manager	
Phone Number:	(512) 854-4924	

Grant Title:	2010 Byrne Justice Assistance Grant		
Grant Period:	From: <input type="text" value="10/1/2009"/>	To: <input type="text" value="03/31/2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	City of Austin		
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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	US Dept. of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 114,285	\$ 0	\$ 0	\$ 0	\$ 114,285
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 114,285	\$ 0	\$ 0	\$ 0	\$ 114,285
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"/>	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 Citations Written				50,000
2.					
3.					
+ - Measures for the Grant					
1.	Increase in citations				10%
Outcome Impact Description					
2.	Increase public safety				
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of an amendment to the Interlocal with the City of Austin to extend the 2010 Byrne Justice Assistance Grant through March 31, 2014.

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?

This proposal is to replace aging e-citation handheld ticket writers with tablet-type computers that will also allow for deputies to access the county and state systems without having two devices. The units will also replace the vehicle-mounted mobile data computers in the vehicles and allow for the deputies to complete crash reports that are required by the state for traffic accident reporting. This proposal will be to place twelve units in the HEAT (Highway Enforcement and Traffic) unit.

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

This is a replacement program and would not require additional funding requirements for the county.

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.

There is no county match required.

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

The grant does not have an indirect cost allocation.

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.

This program will continue upon discontinuance of the grant and serves to assist in replacing aging capital assets without impacting local resources. This is a one-time equipment purchase and used existing ongoing funding that is already in place for operating expenditures.

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

This is not a new program but a consolidation of systems and resources already in place.

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.

Our goal is to provide consolidated devices for the traffic unit and thus allow for increased productive time. Deputies currently must use several different devices to perform their jobs and this proposal would consolidate those into one unit.



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

September 9, 2013

MEMORANDUM

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

FROM: Julie Cullen, Planner *JC*

SUBJECT: FY 2010 Byrne Grant Extension Request

Attached is a grant adjustment notice for the FY 2010 Byrne Justice Assistance Grant (2010 JAG). The City of Austin as grant recipient received acceptance of the attached grant adjustment notice extending the grant closing date from September 30, 2013, to March 31, 2014.

The grant was accepted by Commissioners Court on November 23, 2010 (Item 19F), in the amount of \$114,285.00, and was intended for the purchase of tablet computers for use by the Travis County Sheriff's Office (TCSO) highway enforcement unit. As a part of an interlocal agreement with City of Austin, who is the grant recipient, the goal of this project is to combine the current handheld ticket writing technology with the officer's mobile data computer into a single tablet-style unit. This will provide opportunity for enhanced officer productivity while also reducing service and maintenance requirements from the IT staff of TCSO and the County.

On behalf of the Sheriff's Office, I am requesting your acceptance of the extension of the grant closing. If you have any questions or need further assistance regarding the FY 2010 Byrne Grant, please do not hesitate contacting me at (512) 854-4669.

Thank you in advance for your attention to this matter.

cc: Travis Gatlin, PBO
James Connolly, County Attorney's Office
Matt Naper, County Auditor's Office
Michael Hemby, Travis County Sheriff's Office



Safety, Integrity, Tradition of Service



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

September 9, 2013

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
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cc: Travis Gatlin, PBO
James Connolly, County Attorney's Office
Matt Naper, County Auditor's Office
Michael Hemby, Travis County Sheriff's Office



Safety, Integrity, Tradition of Service



US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information			
Grantee Name:	City of Austin	Project Period:	10/01/2009 - 03/31/2014
Grantee Address:	P.O. Box 1088 Austin, 78767	Program Office:	BJA
Grantee DUNS Number:	06-643-2683	Grant Manager:	Carrie Booth
Grantee EIN:	74-6000090	Application Number(s):	2010-H8725-TX-DJ
Vendor #:	746000090	Award Number:	2010-DJ-BX-1045
Project Title:	City of Austin and Travis County 2010 JAG	Award Amount:	\$457,140.00
		GAN Number:	003
		Date:	08/28/2013

Change Project Period			
Current Grant Period:	Month: 47 Day: 29	New Grant Period:	Month: 53 Day: 30
Project Start Date:	10/01/2009	*New Project Start Date:	10/01/2009
Project End Date:	09/30/2013	*New Project End Date:	03/31/2014

***Required Justification for Change Project Period:**

The City requests the attached project period extension. Thank you for considering this request.

Attachments:

Filename:	User:	Timestamp:
COA Project Period Ext GAN August 2013.pdf	ap4746	08/21/2013 2:57 PM

Print

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	08/28/2013 12:03 PM
Submitted	PO - Grant Manager	ap4746	08/21/2013 2:57 PM
Draft	EXTERNAL - External User	ap4746	08/21/2013 2:57 PM

GMS APPLICATION NUMBER: 2010-H8725-TX-DJ

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL AGREEMENT
AMENDMENT #1
BETWEEN THE CITY OF AUSTIN AND COUNTY OF TRAVIS

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Funds

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, CITY of AUSTIN, acting as the fiscal agent for the grant, agrees to provide the COUNTY \$114,285 from the 2010 Justice Assistance Grant (JAG) award; and

NOW THEREFORE, the COUNTY and the CITY of AUSTIN agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$114,285 of 2010 Non-Recovery JAG funds.

GMS APPLICATION NUMBER 2010-H8725-TX-DJ

Section 2.

COUNTY agrees to use \$114,285 for the JAG Program, during the grant period that ends on March 31, 2014.

Section 3.

As joint applicants for JAG funding, the COUNTY agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the CITY of AUSTIN to meet federal reporting requirements. Upon receipt of an invoice, the CITY of AUSTIN will reimburse the COUNTY for JAG project expenses in an amount not to exceed \$114,285.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY of AUSTIN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to the Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

GMS APPLICATION NUMBER 2010-H8725-TX-DJ

CITY of AUSTIN

COUNTY of TRAVIS

City Manager, Marc Ott

County Judge, Samuel Biscoe

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:	139/Travis County Adult Probation	
Contact Person/Title:	Lila Oshatz, Division Director Programs and Services	
Phone Number:	512-854-7602	

Grant Title:	Travis County Adult Probation DWI Court		
Grant Period:	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Health and Human Services-Substance Abuse and Mental Health Services Administration (SAMHSA)		
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:	\$ 78,613	\$ 0	\$ 0	\$ 0	\$ 78,613
Operating:	\$ 20,671	\$ 0	\$ 0	\$ 0	\$ 20,671
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 1,986	\$ 0	\$ 0	\$ 0	\$ 1,986
Totals:	\$ 101,270	\$ 0	\$ 0	\$ 0	\$ 101,270
FTEs:	1.30	0.00	0.00	0.00	1.30

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"/>	MG	
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.	Maintain a DWI Court completion rate of 70% or higher	NA	70%	70%	70%
2.					
3.					
+ - Measures for the Grant					
1.	Number of new enrollments	40	43	57	0
Outcome Impact Description		Recidivism Reduction			
2.	Number of Successful completions	NA	30	40	40
Outcome Impact Description		It takes participants a minimum of 12 months to complete the treatment program. The program enrolled its first participants during FY 2011; the first group of participants graduated in FY 2012 on January 31, 2012. No new enrollments are anticipated in FY 2014, as FY 2014 is the final year of SAMHSA funding. SAMHSA funds for FY 2014 are to complete the service delivery protocol for the clients enrolled in previous fiscal years.			
3.					
Outcome Impact Description					

PBO Recommendation:

PBO recommends approval of the \$101,270 for the fourth year of this SAMHSA continuation grant for the CSCD DWI Court.

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 mission of the TCAP DWI Court is to "enhance community supervision and improve lives by facilitating rehabilitation through a collaborative process, which includes treatment, supervision and judicial involvement. We foster recovery by providing support, compassion and accountability." This mission is accomplished through collaborative partnerships. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals are as follows:

1. Participants will receive timely substance use treatment to address identified substance use needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change.
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

This is continuation funding to continue to support DWI Court operations.

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

The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years. We will explore other sustainability options as well.

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.

No match requirement

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 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.

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

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

This is continuation funding from grant initiated in FY 2011.

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 DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.



Notice of Award

Issue Date: 08/30/2013

Adult Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Grant Number: 5H79TI023060-03 REVISED

Program Director:
Lila Oshatz

Project Title: Travis County Adult Probation DWI Court

Grantee Address	Business Address
COUNTY OF TRAVIS Lila Oshatz Director of Social Services 411 W. 13th Street, Suite 600 Austin, TX 78701	Travis County Adult Probation Director 411 West 13th Street, Suite 600 Austin, TX 78701

Budget Period: 09/30/2012 – 09/29/2014

Project Period: 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Authorized under Section 509 of the PHS Act, as amended, and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79TI023060-03 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$142,036
Fringe Benefits	\$52,648
Personnel Costs (Subtotal)	\$194,684
Supplies	\$1,152
Consortium/Contractual Cost	\$4,230
Travel Costs	\$29,836
Direct Cost	\$229,902
Indirect Cost	\$5,055
Approved Budget	\$234,957
Federal Share	\$234,957
Less Unobligated Balance	\$28,442
Cumulative Prior Awards for this Budget Period	\$206,515
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$206,515

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1450588607A1
Document Number: 10TI23060A
Fiscal Year: 2012

IC	CAN	Amount
TI	C96T511	\$206,515

TI Administrative Data:

PCC: ADRUG-CR / **OC:** 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI023060-03 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI023060-03 REVISED

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 5H79TI023060-03 REVISED

REMARKS:

This award is revised to extend the budget and project period end dates from September 29, 2013 to September 29, 2014 per your original request dated July 30, 2013.

This award approves the carryover of an unobligated balance in the amount of \$28,442 from 02 year funds into the No-cost extension period funds which was originally submitted on July 30, 2013. If the final resolution of the audit covering the above stated budget period(s) determines that the unobligated balance of funds is incorrect, SAMHSA will not make additional funds available to cover any shortfall.

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

CONTACTS:

George Samayoa, Program Official

Phone: (240) 276-1622 **Email:** george.samayoa@samhsa.hhs.gov **Fax:** (240) 276-2970

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 **Email:** helen.zhou@samhsa.hhs.gov **Fax:** (240) 276-2410

RE: Clarification re: No-Cost Extension for Grant 5 H79 TI023060-03

Zhou, Helen (SAMHSA/OFR) [Helen.Zhou@SAMHSA.hhs.gov]

Sent: Thursday, September 05, 2013 3:38 PM

To: Lila Oshatz; Samayoa, George (SAMHSA/CSAT) [George.Samayoa@samhsa.hhs.gov]

Lila,

yes. you can use the estimated unobligated balance of year 3 funds in the amount of \$72,828 to support the no-cost extension and incorporate the carryover of an unobligated balance in the amount of \$28,442 from the year 2 FFR into the No-cost extension period

please let me know if you have more questions.

Thanks,

LCDR Helen Zhou
Commissioned Officer, USPHS
Grants Management Specialist
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1082
Rockville, MD 20857 (USPS) and 20850 (UPS, FedEx, DHL, etc.)
Tel: 240-276-2482
Fax: 240-276-1430
Email: Helen.Zhou@SAMHSA.hhs.gov

From: Lila Oshatz [mailto:Lila.Oshatz@co.travis.tx.us]

Sent: Thursday, September 05, 2013 10:08 AM

To: Zhou, Helen (SAMHSA/OFR); Samayoa, George (SAMHSA/CSAT)

Subject: Clarification re: No-Cost Extension for Grant 5 H79 TI023060-03

Good morning,

Our Department received the attached Notice of Award for the Travis County Adult Probation DWI Court (Grant Number 5H79TI023060). We noticed that page 3 of the Notice of Award indicates that "this award approves the carryover of an unobligated balance in the amount of \$28,442 from 02 year funds into the No-cost extension period funds which was originally submitted on July 30, 2013."

Our no-extension request was to carryover a total of \$101,270 into year 4. Attached is the budget we included with the no-cost extension submission (pages 5 -8 of the attached document). It was completed using the sample budget template that was provided. In the budget, we included the current estimated unspent funds proposed to support the no-cost extension (\$72,828) and the unobligated carryover funds proposed to support the no-cost extension (\$28,442) and included total costs of \$101,270 for the extension period. It was our understanding that the total costs column is where we were to reflect the requested amount for the no-cost extension period. Can you confirm if our Department will be permitted to carryover the \$101,270 into the no-cost extension period?

Thank you so much for your assistance.

Lila Oshatz, LMSW-AP, M.Ed.
Probation Division Director, Programs and Services
Travis County Adult Probation
P.O. Box 2245
Austin, TX 78768-2245

Phone: 512-854-7602

Fax: 512-854-4606

Email: Lila.Oshatz@co.travis.tx.us



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:	139/Travis County Adult Probation	
Contact Person/Title:	Lila Oshatz, Division Director Programs and Services	
Phone Number:	512-854-7602	

Grant Title:	Travis County Adult Probation DWI Court		
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:	Texas Office of the Governor- Criminal Justice 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:	\$ 210,074	\$ 0	\$ 0	\$ 0	\$ 210,074
Operating:	\$ 13,906	\$ 0	\$ 0	\$ 0	\$ 13,906
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 4,480	\$ 0	\$ 0	\$ 0	\$ 4,480
Totals:	\$ 228,460	\$ 0	\$ 0	\$ 0	\$ 228,460
FTEs:	4.00	0.00	0.00	0.00	4.00

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"/>	MG	
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.	Maintain a DWI Court completion rate of 70% or higher	75%	70%	70%	70%
2.					
3.					
+ - Measures for the Grant					
1.	Number of new enrollments	59	56	50	50
Outcome Impact Description		Recidivism Reduction			
2.	Number of Successful completions	45	33	43	43
Outcome Impact Description		As program is 12 months in duration, clients typically start treatment in one fiscal year and complete in another. Therefore, successful completions are often comprised of participants who started in the previous fiscal year.			
3.					
Outcome Impact Description					

PBO Recommendation:

PBO concurs with acceptance of the fourth year of this continuation grant for Travis County Adult Probation DWI Court Program.

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 mission of the TCAP DWI Court is to "enhance community supervision and improve lives by facilitating rehabilitation through a collaborative process, which includes treatment, supervision and judicial involvement. We foster recovery by providing support, compassion and accountability." This mission is accomplished through collaborative partnerships. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals are as follows:

1. Participants will receive timely substance use treatment to address identified substance use needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change .
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

This is continuation funding to continue to support DWI Court operations.

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

The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years. We will explore other sustainability options as well.

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.

No match requirement

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 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.

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

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

This is a continued program initiated in FY 2009.

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.

Pursuant to the Texas Health and Safety Code 469.006, counties with populations over 200,000 must implement and apply for state funds to implement a DWI/Drug Court. This request is to meet the mandated requirements of the law as well as to meet an identified community need.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 13, 2013

Ms. Rosie Ramon-Duran
Interim Director
PREVIEW - Travis County - PREVIEW -
411 W. 13th Street, Suite 600
Austin, Texas 78701-1850

Dear Ms. Ramon-Duran:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DC-14-A10-20672-06 **CFDA or State ID:** 00.303
Program Fund: DC-Drug Court Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Travis County Adult Probation DWI Court
Grant Period: 09/01/2013 - 08/31/2014
Liquidation Date: 11/29/2014
Date Awarded: September 13, 2013
CJD Grant Manager: Anissa Johnson

CJD Award Amount: \$228,459.60
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$228,459.60

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

- 1 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.
- 2 Other Condition of Funding. Pursuant to SB 462 relating to specialty court programs in Texas that was passed during the Regular 83rd Legislative Session, please upload a completed Specialty Court Registration Form, which will serve as written notice of your program and a copy of the original resolution or other official declaration that established your program. The Registration Form is available on the eGrants Updates page under Forms.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 13, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

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- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

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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:	Pretrial Services-Drug Court	
Contact Person/Title:	Rosie Ramon-Duran	
Phone Number:	854-7601	

Grant Title:	Drug Diversion Court		
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 Governor Criminal Justice 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:	\$ 62,248	\$ 0	\$ 0	\$ 0	\$ 62,248
Operating:	\$ 67,737	\$ 0	\$ 0	\$ 0	\$ 67,737
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 2,600	\$ 0	\$ 0	\$ 0	\$ 2,600
Totals:	\$ 132,585	\$ 0	\$ 0	\$ 0	\$ 132,585
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"/>	RP	
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.	# of people assessed for eligibility to participate in the program.	60	400	400	250
2.	# of new enrollments in the program.	53	200	200	84
3.	# of participants that have graduated from the program.	25	35	80	83
4.	# of participants employed or enrolled in school at time of drug court graduation (part time or full time).	----	----	----	79
5.	# of participants that earn a GED, high school diploma, or vocational training credential while in the program.	----	----	----	3
6.	# of participants in the program. ("Participants" should include the # in the program at the beginning of the reporting period plus the # of enrollments - example: total number served.)	----	----	----	203
+ - Measures for the Grant					
1.	Provide intensive case management for African American participants	45	35	35	35
Outcome Impact Description		On a monthly basis, at least 35 African American participants will receive treatment and counseling services while prosecution is deferred for their drug charge.			
2.	Provide intensive case management for dually diagnosed participants	21	20	20	20
Outcome Impact Description		On a monthly basis at least 20 dually diagnosed participants will receive treatment and counseling services while prosecution is deferred for their drug charge.			
3.					
Outcome Impact Description					

PBO Recommendation:

PBO recommends approval of this continuation grant for the Pretrial Services Drug Court.

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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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.

A County match is not required.

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

Yes, this grant allows 2% indirect cost reimbursement.

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.

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court program is not a new program. We are seeking to enhance services for the two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations in need of drug treatment services. A specialized population of up to 35 African American offenders will continue to receive intensive case management and treatment coordination services through the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 20 dually diagnosed individuals will continue to receive intensive case management services from Austin Travis County Integral Care (MHMR).



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 13, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
Post Office Box 2245
Austin, Texas 78768-2245

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DC-14-A10-16043-13 **CFDA or State ID:** 00.303
Program Fund: DC-Drug Court Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Diversion Court
Grant Period: 09/01/2013 - 08/31/2014
Liquidation Date: 11/29/2014
Date Awarded: September 13, 2013
CJD Grant Manager: Anissa Johnson

CJD Award Amount: \$132,584.70
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$132,584.70

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

- 1 Other Condition of Funding. During FY 2014 CJD will allow your agency to use the Addition Method to add generated program income to the OOG budget in an amount up to \$23,300.00, resulting in an overall increase in the approved budget. Once this amount has been reached further collected generated program income must be applied using the Deduction Method, which will begin to reduce the OOG award amount. All generated program income must be reported to CJD through a formal grant adjustment to secure CJD approval prior to use of the program income.
- 2 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.
- 3 Other Condition of Funding. Pursuant to SB 462 relating to specialty court programs in Texas that was passed during the Regular 83rd Legislative Session, please upload a completed Specialty Court Registration Form, which will serve as written notice of your program and a copy of the original resolution or other official declaration that established your program. The Registration Form is available on the eGrants Updates page under Forms.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 13, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

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Travis County Commissioners Court Agenda Request

Meeting Date: 10/1/13

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments; and
- B. Non-routine salary adjustment from District Clerk'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 – 8.

B. Non-Routine Personnel Action – Pages 9 - 12.

District Clerk's Office requests approval for a salary adjustment 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.



09-26-13 @ 4:35 pm

HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

October 1, 2013

ITEM # :

DATE: September 20, 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 – 8.

B. Non-Routine Personnel Actions – Pages 9 - 12.

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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

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	09/16/2013	N/A	N/A	2000 - County Auditor	30000036 / Aud BI Dev Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$75,000.00
New Hire	New Hire	09/09/2013	N/A	N/A	3150 - County Clerk	30005655 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87
New Hire	New Hire	09/09/2013	N/A	N/A	3150 - County Clerk	30006487 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	09/03/2013	N/A	N/A	3150 - County Clerk	30000992 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,996.80
New Hire	New Hire	09/05/2013	N/A	N/A	3415 - Justice of the Peace Pct 4	30051451 / Court Clerk I / 2 - Temporary / 06 - Hourly - No Bnf / GRD13 / 00 / \$14.54
New Hire	New Hire	09/16/2013	N/A	N/A	3460 - Constable Pct 3	30001792 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	09/23/2013	N/A	N/A	3500 - Sheriff	30002077 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,883.20
New Hire	New Hire	09/16/2013	N/A	N/A	3650 - Juvenile Probation	30004469 / Housekeeper / 1 - Regular / 02 - Full Time Non-Exempt / GRD07 / 00 / \$22,880.00

2

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
New Hire	New Hire	09/16/2013	N/A	N/A	3650 - Juvenile Probation	30004373 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,052.80
New Hire	New Hire	09/16/2013	N/A	N/A	3650 - Juvenile Probation	30004341 / Juvenile Rsdnt Treatment / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
Mobility	Career Ladder	09/01/2013	3100 - County Attorney	30000745 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$59,466.58	3600 - Pretrial Services	30000745 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87
Mobility	Career Ladder	09/19/2013	3500 - Sheriff	30002232 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002232 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	09/19/2013	3500 - Sheriff	30002287 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002287 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	09/19/2013	3500 - Sheriff	30002497 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002497 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	09/18/2013	3500 - Sheriff	30002184 / Corrections Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 02 / \$53,347.84	3500 - Sheriff	30002184 / Corrections Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 02 / \$57,305.87
Mobility	Career Ladder	09/06/2013	3500 - Sheriff	30002184 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002184 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26

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	08/27/2013	3500 - Sheriff	30003193 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / \$54,414.67	3500 - Sheriff	30003193 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 03 / \$58,681.38
Mobility	Career Ladder	09/16/2013	3650 - Juvenile Probation	30004376 / Juvenile Rsdnt Treatment Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$33,734.48	3650 - Juvenile Probation	30004376 / Juvenile Rsdnt Treatment Officer III / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$35,421.20
Mobility	Career Ladder	09/16/2013	3600 - Pretrial Services	30003922 / Pretrial Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,085.73	3600 - Pretrial Services	30003922 / Pretrial Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$46,101.73
Mobility	Career Ladder	09/16/2013	3600 - Pretrial Services	30003923 / Pretrial Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,085.95	3600 - Pretrial Services	30003923 / Pretrial Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$46,101.97
Mobility	Full-Time to Part-Time	09/16/2013	1850 - Health and Human Sv and Vet Sv	30005400 / Planner Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$60,245.95	1850 - Health and Human Sv and Vet Sv	30005400 / Planner Sr / 1 - Regular / 03 - Part Time Exempt / GRD21 / 00 / \$30,122.98
Mobility	Promotion	09/19/2013	1450 - Facilities Management	30000458 / Custodian / 1 - Regular / 02 - Full Time Non- Exempt / GRD07 / 00 / \$22,880.00	1450 - Facilities Management	30000499 / Custodian Lead / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$24,024.00
Mobility	Promotion	09/19/2013	1450 - Facilities Management	30000607 / Building Maintenance Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD11 / 00 / \$31,956.08	1450 - Facilities Management	30000605 / Building Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$33,553.88

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Current Position / Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	New Position / Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	09/19/2013	1450 - Facilities Management	3000592 / Building Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$30,570.59	1450 - Facilities Management	3000583 / Building Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,099.12
Mobility	Promotion	09/16/2013	1500 - Medical Examiner	30003443 / ME Investigator I / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$48,703.62	1500 - Medical Examiner	30003446 / ME Investigator II / 1 - Regular / 02 - Full Time Non-Exempt / GRD20 / 00 / \$51,438.40
Mobility	Promotion	09/16/2013	1500 - Medical Examiner	30003450 / ME Investigator I / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$44,067.30	1500 - Medical Examiner	30003445 / ME Investigator II / 1 - Regular / 02 - Full Time Non-Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	09/16/2013	1700 - Transportation and Nat Rsrc	30004862 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$28,102.05	1700 - Transportation and Nat Rsrc	30004902 / Park Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$29,598.40
Mobility	Promotion	09/01/2013	3100 - County Attorney	30000912 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60	3100 - County Attorney	30000778 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,750.40
Mobility	Voluntary Reassignment (Error correction from PA 1/29/13. Correcting job.)	09/16/2013	1500 - Medical Examiner	30003446 / ME Investigator II / 1 - Regular / 02 - Full Time Non-Exempt / GRD20 / 00 / \$52,977.60	1500 - Medical Examiner	30003443 / ME Investigator I / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$52,977.60
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001174 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,901.62	3200 - District Clerk	GRD16 / 00 / \$41,634.62

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	09/16/2013	3200 - District Clerk	30001095 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,251.07	3200 - District Clerk	GRD15 / 00 / \$37,338.60
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001127 / Financial Analyst Sr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$56,947.28	3200 - District Clerk	GRD20 / 00 / \$58,940.43
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001070 / County/District Clerk Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$77,673.96	3200 - District Clerk	GRD26 / 00 / \$80,004.18
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001173 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$46,634.13	3200 - District Clerk	GRD16 / 00 / \$48,367.13
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001066 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$47,837.30	3200 - District Clerk	GRD19 / 00 / \$49,272.42
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001171 / Business Consultant I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$79,156.53	3200 - District Clerk	GRD27 / 00 / \$81,531.23
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001170 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,148.52	3200 - District Clerk	GRD13 / 00 / \$34,176.52
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001133 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$52,255.33	3200 - District Clerk	GRD18 / 00 / \$54,239.33

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	09/16/2013	3200 - District Clerk	30005863 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$76,176.78	3200 - District Clerk	GRD26 / 00 / \$77,700.32
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001134 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00	3200 - District Clerk	GRD16 / 00 / \$38,074.50
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001091 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,686.69	3200 - District Clerk	GRD13 / 00 / \$34,697.29
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001077 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,338.93	3200 - District Clerk	GRD15 / 00 / \$38,155.88
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30001177 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$77,315.06	3200 - District Clerk	GRD26 / 00 / \$79,634.51
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30050199 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,475.20	3200 - District Clerk	GRD16 / 00 / \$43,208.20
Salary Change	Salary/Hourly Rate Change	09/16/2013	3200 - District Clerk	30050197 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$72,861.57	3200 - District Clerk	GRD26 / 00 / \$76,504.65

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AD HOC CLASSIFICATION CHANGES							
Personnel Area	Position #	Current			HRMD Recommends		
		Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
Pretrial Services	30005938	Counselor Sr / 20000187	NE	17	Chemical Dependency Counselor / 20000190	NE	16
Pretrial Services	30005950	Counselor Sr / 20000187	NE	17	Chemical Dependency Counselor / 20000190	NE	16
Pretrial Services	30005941	Counselor Sr / 20000187	NE	17	Counselor / 20000186	NE	16
Sheriff	30002054	Records Analyst Supv / 20000367	E	20	Business Consultant II / 20000440	E	28
Departments request in order to meet departmental needs. PBO has confirmed funding available.							

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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: September 20, 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 Office *LB*

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

SUBJECT: District Clerk Non-Routine Salary Action Position #30001125

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

District Clerk Request:

The District Clerk's Office requests approval to pay one Accountant Associate (PG 14) at a rate of \$45,722.27. The rate would result in an annual increase in pay of \$5,199.50. This translates to 12.83%. The action would apply to the following position:

From

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>From</u>	<u>To</u>
30001125	Accountant Associate	14	\$40,522.77	\$45,722.27

Policy

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

Issue

The proposed salary increase places the employee greater than 10% above the midpoint of the pay grade. By policy, this makes the proposed salary action non-routine.

NON-ROUTINE SALARY CHANGE ACTION				
Dept. (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Dept. (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
3200 – District Clerk	30001125 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$40,522.77	3200 – District Clerk	GRD14 / 00 / \$45,722.27	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

Recommendation

HRMD recommends approval of the proposed salary. The proposed salary is within the pay grade and the proposed increase is consistent with the intent of the stated policy. The employee is scheduled to take on significantly increased duties in FY 2014. The action is scheduled to be effective October 1, 2013.



Amalia Rodriguez-Mendoza

District Clerk, Travis County

Travis County Courthouse Complex

P. O. Box 1748

Austin, Texas 78767

Memorandum

September 19, 2013

To Whom It May Concern:

The District Clerk's Office request's salary adjustment (increase) for the following employee (below) effective September 19, 2013. Employee position will be reclassified to Accountant (Grade 17) in FY14 budget (October 1, 2013) due to a change in duties.

<u>Employee Name:</u>	<u>Annual Increase:</u>	<u>New Annual Salary:</u>
Position 30001125	\$5,199.50	\$45,722.27

If there are any questions please do not hesitate to call me @ 46933.

Sincerely,

Robert Chappell
Financial Manager
Travis County District Clerk

2013 SEP 19 PM 3:58
PERSONNEL

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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



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

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

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

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 \$1,538,264.19 for the period of September 13 to September 19, 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 \$1,538,264.19.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,538,264.19

Fiscal Year End Note: The Auditor will process budget and expenditure entries in October as necessary to account for the last week of health claims reported by UHC, actuarial adjustments to health claims incurred but not reported liabilities, and for stop loss reimbursements earned but not received by fiscal year end. HRMD is aware of at least \$600,000 in stop loss reimbursements to be received soon. The fund's allocated reserve budget is \$18,562,124.

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: October 1, 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: September 13, 2013 to September 19, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,538,264.19

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 \$1,538,264.19.

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
SEPTEMBER 13, 2013 TO SEPTEMBER 19, 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: October 1, 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: September 13, 2013
 TO: September 19, 2013

REIMBURSEMENT REQUESTED: \$ 1,538,264.19

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,675,165.58
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Sep 24, 2013	\$ (1,136,571.14)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,538,264.19
TRANSFER OF FUNDS REQUESTED:	\$ 1,538,264.19

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

All claims over \$25,000 (7 this week totaling \$803,593.72) 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.

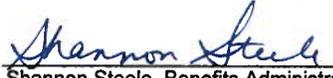
Fifteen percent (15%) of all claims under \$25,000 (\$116,609.48) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$1,790,598.40.

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

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

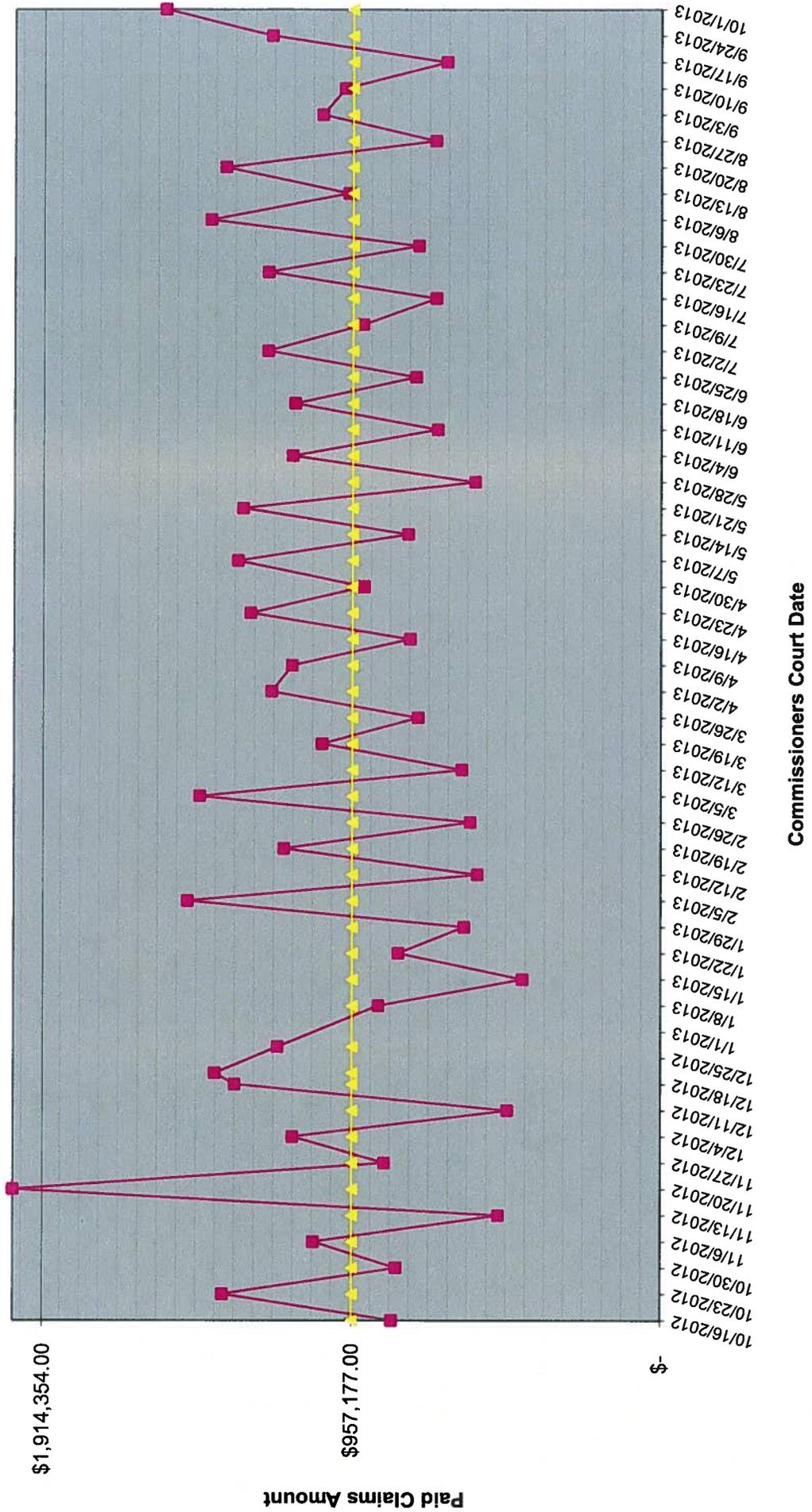

 John Rabb, Benefits Manager _____ Date 9/23/13


 Shannon Steele, Benefits Administrator _____ Date 9/23/2013


 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



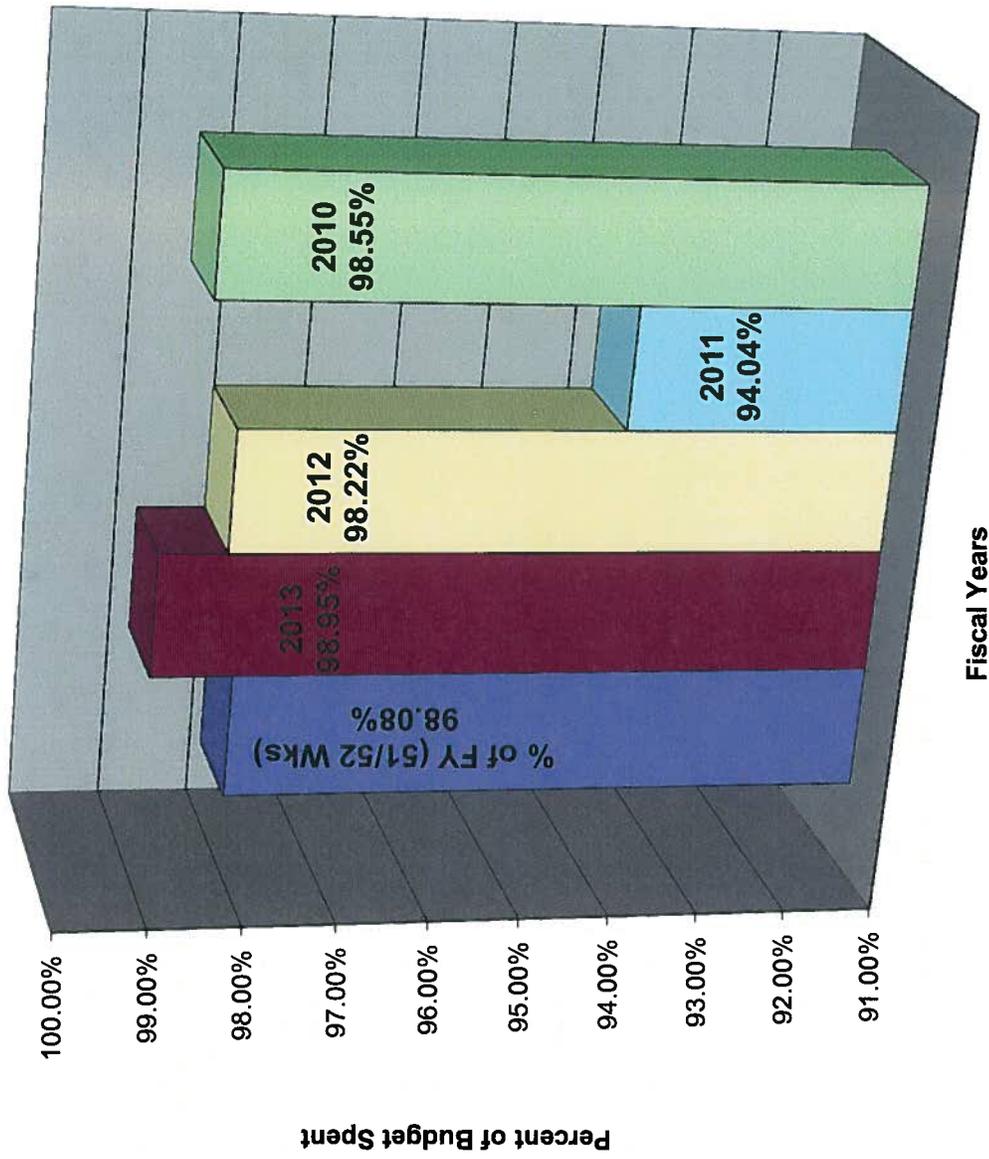
**Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

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	73.77%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	75.17%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	77.62%	77.11%
42	7/12/2013	7/18/2013	7/30/2013	\$ 753,137.07	\$ 957,177.23	3	\$ 150,618.25	79.14%	78.80%
43	7/19/2013	7/25/2013	8/6/2013	\$ 1,396,563.87	\$ 957,177.23	2	\$ 152,912.69	81.94%	80.77%
44	7/26/2013	8/1/2013	8/13/2013	\$ 970,250.15	\$ 957,177.23	6	\$ 272,294.91	83.89%	82.04%
45	8/2/2013	8/8/2013	8/20/2013	\$ 1,350,843.12	\$ 957,177.23	4	\$ 237,352.49	86.60%	85.14%
46	8/9/2013	8/15/2013	8/27/2013	\$ 700,311.64	\$ 957,177.23	1	\$ 26,622.00	88.01%	86.73%
47	8/16/2013	8/22/2013	9/3/2013	\$ 1,051,311.47	\$ 957,177.23	1	\$ 42,947.50	90.12%	88.50%
48	8/23/2013	8/29/2013	9/10/2013	\$ 981,591.15	\$ 957,177.23	3	\$ 253,271.00	92.10%	90.58%
49	8/30/2013	9/5/2013	9/17/2013	\$ 665,714.91	\$ 957,177.23	1	\$ 63,577.83	93.43%	91.93%
50	9/6/2013	9/12/2013	9/24/2013	\$ 1,208,039.76	\$ 957,177.23	1	\$ 48,425.97	95.86%	94.75%
51	9/13/2013	9/19/2013	10/1/2013	\$ 1,538,264.19	\$ 957,177.23	7	\$ 803,593.72	98.95%	98.22%
52									

Claims (net) & Budget to Date	\$ 49,251,022.11	\$ 48,816,038.77	stop loss \$ (1,790,598.40)
Gross Paid Claims over (under) Original Budget		\$ 434,983.34	

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 51



Norman Mcree

From: SIFS FAX@UHC.COM
Sent: Friday, September 20, 2013 12:46 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: 2013-09-20 **REQUEST AMOUNT:** \$2,675,165.58

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: 2013-09-19 \$58,128.48
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$2,609,912.52

+ CURRENT DAY NET CHARGE: \$65,253.06
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

 REQUEST AMOUNT: \$2,675,165.58

ACTIVITY FOR WORK DAY: 2013-09-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$84,853.68	\$00.00	\$84,853.68
TOTAL:	\$84,853.68	\$00.00	\$84,853.68

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_09_19

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$	0.01	QG	11831397	AA	6	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	1	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	8	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	1	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	8	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	1	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	1	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AH	6	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AE	6	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AE	6	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AE	9	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	0.01	QG	11831397	AE	6	9/16/2013	100	9/18/2013	9/19/2013
701254	632	\$	(29.25)	QG	92324021	AH	6	9/12/2013	50	9/18/2013	9/19/2013
701254	632	\$	(29.99)	PH	64568747	AA	3	9/13/2013	50	9/19/2013	9/19/2013
701254	632	\$	(30.00)	QG	21713456	AA	8	9/13/2013	50	9/19/2013	9/19/2013
701254	632	\$	(42.79)	PH	65656396	AH	6	4/1/2013	50	9/17/2013	9/19/2013
701254	632	\$	(42.79)	PH	65656396	AE	6	4/1/2013	50	9/17/2013	9/19/2013
701254	632	\$	(63.85)	QG	21669653	AH	6	6/28/2013	50	9/16/2013	9/19/2013
701254	632	\$	(99.96)	QG	11351104	AE	16	9/13/2013	50	9/19/2013	9/19/2013

1,538,264.19

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

For the payment week ending: 09/19/2013

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 09/19/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 80,095.15
	RR	1110068956	516110	\$ 15,094.92
			Total CEPO	\$ 95,190.07
EPO	EE	1110068956	516030	\$ 119,674.57
	RR	1110068956	516130	\$ 12,948.70
			Total EPO	\$ 132,623.27
PPO	EE	1110068956	516020	\$ 1,283,384.74
	RR	1110068956	516120	\$ 27,066.11
			Total PPO	\$ 1,310,450.85
			Grand Total	\$ 1,538,264.19



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Richard Villareal/512-854-4881, Marvin Brice, CPPB/512-854-9765, Purchasing

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on request to issue Request for Qualifications (RFQ) No. Q1309-004-RV, for CMAR (Construction Manager at Risk) Services for the new 416 West 11th Street Office Building and Parking Structure.

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

The Court elected to use the Construction Manager at Risk (CMAR) construction deliver method for the design and construction of the 416 West 11th Street Office Building and Parking Structure. The first step in the process was to hire an Architectural/Engineering (A/E) firm to complete the design. RFQ No. Q1306-014-RV closed on August 14, 2013 to hire an A/E firm to design the project.

The Evaluation Committee unanimously ranked Page Southerland Page (PSP) as the highest-ranked firm to be the Architect-of-Record for the Project. An agenda request to allow staff to commence negotiations with PSP was submitted to the Court for approval during the September 17, 2013 voting session. Facilities Management Department (FMD) will act as the County Project Manager to coordinate work among the PSP disciplines and others to ensure that complete system designs are provided.

The next step is to issue a Request for Qualifications (RFQ) to review the qualifications of Construction Management firms. Respondents to the RFQ will then be shortlisted to approximately three to five firms from which to solicit pricing via a Request for Proposal (RFP). At this stage we are ready to issue the RFQ. FMD and Purchasing are requesting the Court authorize issuance of the RFQ to begin the procurement process to hire a CMAR. The RFQ is attached for the Court's review and approval.

REQUIRED ACTION:

Approved _____

Disapproved _____

Samuel T. Biscoe
County Judge

Date



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: 416-01-13X-3N

File: 703

TO: Cyd Grimes, CPM, Purchasing Agent

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

DATE: September 9, 2013

SUBJECT: 416 W. 11th St. Office Building and Parking Structure
Construction Manager at Risk (CMAR) Procurement
Request to Issue RFQ #Q1309-004-RV for CMAR

A handwritten signature in blue ink that reads "Roger A. El Khoury".

The Facilities Management Department (FMD) and the County Attorney's Office have reviewed and approved the RFQ for the requested CMAR services for the new 416 W. 11th St. Office Building and Parking Structure. FMD requests Purchasing Office assistance with obtaining Commissioners Court approval for issuance of the RFQ for the subject project. The RFQ can be issued immediately upon Court approval.

The FY2014 project funds, including the CMAR Pre-Construction Services fee, will be requested as a Reimbursement Resolution in October prior to requesting Commissioner Court approval of the CMAR contract award. Award of the CMAR contract is anticipated to occur in December 2013.

When we were last in Court on July 17, 2013 to receive approval for issuance of the A/E's RFQ, we told the Court that we would be back in mid-September with the CMAR procurement documents. Therefore, we would appreciate your assistance with posting this item for Court approval at the September 17, 2013 Voting Session. If you have any questions or need additional information, please call me at extension 44579.

COPY:

Leslie Browder, County Executive, PBO
Marvin Brice, CPPB, Assistant Purchasing Agent
Tenley Aldredge, Assistant County Attorney
Ken Gaede, AIA, Senior Project Manager

RECEIVED
TRAVIS COUNTY
2013 SEP 17 AM 11:30
PURCHASING
OFFICE



TRAVIS COUNTY PURCHASING OFFICE

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

700 Lavaca Street • Suite 800 • Austin, Texas 78701 • (512) 854-9700 • Fax (512) 854-9185

September 18, 2013

You are invited to submit your Qualifications Statements in accordance with the instructions in this Request for Qualifications (RFQ) #Q1309-004-RV, **Construction Manager at Risk for the New 416 W. 11th Street Office Building and Parking Structure**. An original Qualifications Statement and five (5) copies must be submitted to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas no later than **2:00 p.m., October 9, 2013**.

There is no expressed or implied obligation for Travis County to reimburse respondents for preparing Qualifications Statements in response to this request and Travis County will not reimburse such expenses.

For any information related to this RFQ, the Respondent may contact only Richard Villareal, Purchasing Agent Assistant IV, at the number below; or Marvin Brice, Assistant Purchasing Agent. **Potential respondents are requested to NOT direct any inquires regarding this RFQ to members of the Travis County Commissioners Court. Failure to comply with this request may result in disqualification from the procurement process for this project.**

Qualifications Statements must be submitted to the Travis County Purchasing Agent in a sealed envelope addressed to:

**CYD V. GRIMES, C.P.M., CPPO
TRAVIS COUNTY PURCHASING AGENT
700 LAVACA, SUITE 800
AUSTIN, TEXAS 78701**

and the envelope in which the Qualifications Statements are enclosed is to be marked:

**REQUEST FOR QUALIFICATIONS
Construction Manager at Risk for the New 416 W. 11th Street Office Building and Parking Structure,
Austin, Texas
RFQ # Q1309-004-RV
DO NOT OPEN IN MAILROOM**

Further information may be obtained by calling Richard Villareal, Purchasing Office at (512) 854-4881.

Sincerely,

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

REQUEST FOR QUALIFICATIONS

Construction Manager at Risk for the New 416 West 11th Street Office Building
and Parking Structure, Austin, Texas

SECTION 1 – GENERAL INFORMATION

1. **GENERAL INFORMATION:** The issuance of this RFQ is the first (Step 1) in a three-step process for selecting a Construction Manager at Risk Firm (“CM”). Travis County (“Owner”) is soliciting statements of qualifications (“Qualifications” or “Qualifications Statements”) for selection of a CM for the new 416 West 11th Street Office Building and Parking Structure(the “Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ) and in compliance with Texas Government Code Chapter 2269. This RFQ provides the information necessary to prepare and submit Qualifications Statements for consideration and ranking by the Owner. The point system to be used in the ranking is listed with each Criterion in Section 2 of this RFQ. The Owner may select the most qualified respondent(s) to participate in an interview (Step 2) and to respond to a separate Request for Proposal (Step 3). The Owner will make this selection based upon relevant experience and the “best value” for the Owner.

It is the policy of the Owner that Historically Underutilized Businesses (HUBs) will have the maximum opportunity to participate in the performance of County contracts and subcontracts. At the appropriate time the selected CM will be strongly encouraged to initiate a “Good Faith Effort” to provide subcontracting opportunities to Certified HUBs. To be considered a Certified HUB, the subcontractor must have officially been certified as a HUB, Minority / Women’s Business Enterprise (M/WBE) or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the subcontract is signed.

The estimated budget for the Project construction is \$29,300,000, including General Conditions, CM Fee, Cost of the Work, and all related equipment.

Scope of Services:

- Office building – 130,000 GSF, seven (7) stories, consisting of:
 1. Large shared conference room (Building Amenity) – 900 NSF.
 2. Ground-floor retail suite – area to be determined during schematic design.
 3. District Attorney Suite(s) – 81,500 NOSF total office suites with staff and support space organized according to operational units, including private offices, open offices, conference and other types of meeting and team work rooms, media room, copy/print rooms, law library, file rooms, storage rooms for evidence, supplies, and equipment, server room, reception and waiting areas and staff break rooms.
 4. Grand Jury Suites – 3,500 NOSF total, organized into two suites which will accommodate four Grand Juries, including Grand Jury rooms, conference rooms, reception, coffee bar and restroom; with separation from District Attorney suites.
 5. Primary circulation, vertical circulation and building services spaces.
- Parking structure – underground, 140 spaces, 70,000 GSF.
- Underground pedestrian tunnel connecting the new building with existing criminal court-related buildings across West 11th Street

Schedule:

The selected CM will participate in the Design Phase of the Project beginning in December of 2013. Construction will begin in August 2014. Substantial completion will be achieved no later than February 15, 2016.

Project Description:

In November, 2011, Travis County purchased the 0.5 acre property located at 416 W. 11th Street, at the northwest corner of San Antonio and 11th Streets in downtown Austin, Texas. The Project is the development of this site as a seven-story, 130,000 GSF office building with a three-level, underground, 70,000 GSF 140-space parking structure for a combined total Project area of 200,000 GSF. The Project is intended to serve the space needs through 2035 of the District Attorney's Office and two associated Grand Jury suites, along with appropriate building amenity spaces, including ground floor retail space which could be a food service. The building structure and envelope will be designed for an extended life of 75 years. In accordance with the Travis County "Green Building Policy", this Project must seek LEED Silver certification at a minimum. The Project must be sensitive to the historic urban neighborhood. The Project should be a recognizable component of the multi-building County justice campus, which is anchored by the historic Heman Marion Sweatt Travis County Courthouse across the street. The site improvements must incorporate streetscape elements that are compatible and coordinated with the City of Austin "Great Streets" planning for 11th and San Antonio Streets. The Project scope also includes a secure staff access tunnel to connect this building with the Criminal Justice Center across 11th Street.

2. CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum. The deadline for questions is 5:00 PM CST on September 30th.
3. DEADLINE AND LOCATION: The Owner will receive Qualifications packages at the address listed above by mail or hand delivery until October 16th at 2:00 PM.
 - 3.1. Submit five (5) identical copies of the Qualifications.
 - 3.2. Qualifications received after the deadline will be returned to the respondent unopened.
 - 3.3. The Owner will not acknowledge or receive Qualifications that are delivered by telephone or facsimile (fax).
 - 3.4. Qualifications materials must be enclosed in a sealed envelope or box.
4. EVALUATION OF QUALIFICATIONS STATEMENTS: All properly submitted Qualifications Statements will be reviewed and evaluated by the Owner. Applicable Texas procurement laws prohibit respondents from including in their Qualifications Statements any information regarding respondent's fees, pricing, or other compensation at this time. The Owner will summarily reject Qualifications Statements that include any such pricing information. Such information will be solicited from firm(s) qualified by the Owner to participate in Step 2 of the selection process. By submitting its Qualifications Statements in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner. Further, the Owner may elect to reject all Qualifications Statements and/or elect not to select any CM Firm.
5. NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

SECTION 2 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents must carefully read the information contained in the following weighted criteria and submit a complete Statement of Qualifications to all questions in Section 2, formatted as directed in Section 3. Incomplete Qualifications Statements will be considered non-responsive and subject to rejection.

1. CRITERION ONE: Respondent's Statement of Qualifications and availability to undertake the Project

1.1. (10 points) Provide a statement of interest for the Project, including:

- A narrative describing the respondent's unique qualifications and experience as they pertain to this particular Project.
- A statement of the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project and complete the assignment on or ahead of the stated schedule.

2. CRITERION TWO: Respondent's ability to provide Construction Management services

2.1. (20 Points) Provide the following information:

- Legal name of the company as registered with the Texas Secretary of State
- Address of the office that will be providing services
- Number of years in business and number of years at this location
- Type of operation (Individual, Partnership, Corporation, Joint Venture, etc.)
- Current Worker's Compensation Safety Experience Modifier
- Current bonding capacity
- A detailed listing of all past or pending litigation / claims filed by or against your firm versus any Owner.
- A detailed listing of all past or pending litigation / claims filed by or against your firm versus any subcontractor/supplier.
- A summary of any and all related bankruptcies

2.2. (20 Points) Identify the CM services that your firm provides and give examples of successes specifically related to control of time, cost and quality. Please address your philosophy on CM contingency usage, savings split with Owner, etc.

3. CRITERION THREE: Qualifications of CM team

3.1. (25 Points) Provide resumes of key CM team members who will be directly involved in the Project.

4. CRITERION FOUR: Respondent's performance on past representative CM projects

4.1. (25 Points) List a maximum of five (5) projects for which you have provided, or are providing, services that are most related to this Project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description of work performed
- Color images (photographic or machine reproductions)
- Initial budget and final Construction Cost, including Change Orders
- Initially Scheduled completion date and final completion date, including Change Orders
- Type of construction (new construction or renovation / restoration)
- Description of services respondent provided for the project during Preconstruction
- The Owner's name and representative, including telephone number
- The Architect's name and representative, including telephone number
- Name of your project manager & superintendent
- Length of business relationship with the Owner

References shall be considered relevant based on specific project participation and experience with the respondent. The Owner may contact references during any part of this process.

SECTION 3 – FORMAT FOR STATEMENT OF QUALIFICATIONS

1. GENERAL INSTRUCTIONS

- 1.1. Qualifications Statements must be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this Project. Emphasis will be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the particular needs of this Project.
- 1.2. Qualifications Statements must be a MAXIMUM OF 25 PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages.
- 1.3. Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications Statements will be considered non-responsive and subject to rejection.
- 1.4. Qualifications Statements and any other information submitted by respondents in response to this RFQ will become the property of the Owner.
- 1.5. Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications Statements.

2. PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 2.1. Qualifications Statements must be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. Do not submit metal ring binders.
- 2.2. Include a "Table of Contents" and give page numbers for each part of the Qualifications Statement.

SECTION 4 – OTHER CONDITIONS

1. EQUAL OPPORTUNITY IN EMPLOYMENT. The respondent agrees, during the performance of the services under the Professional Services Agreement resulting from this CM procurement process (the “Agreement”), to comply with the equal opportunity in employment provisions cited in **Attachment 1** to this RFQ, which will be made a part of the Agreement for all purposes.
2. FORFEITURE OF AGREEMENT. The respondent will forfeit all benefits of the Agreement and the County will retain all performance by the respondent and recover all consideration, or the value of all consideration, paid to the respondent pursuant to the Agreement if:
 - (i) The respondent 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) The respondent 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.
 - (i) “Was doing business” and “had done business” mean: paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - (ii) 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;
 - (iii) **but does not include:**
 - (a) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - (b) 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 Respondent in the ordinary course of its business; and
 - (c) a transaction for a financial service or insurance coverage made on behalf of Respondent if Respondent 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.

“Key Contracting Person” means any person or business listed in **Exhibit 2-A** to the Ethics Affidavit attached to this RFQ as **Attachment 2**, which will be made a part of the Agreement for all purposes.

3. COMPLIANCE WITH LAWS. Respondent must comply with all applicable rules and regulations of federal, state, and local governing entities.
4. STATEMENT INFORMATION AFFIDAVIT. Respondent must provide a notarized Statement

Information Affidavit (Attachment 3) stating that all information provided in the Qualifications Statement and in any discussions with the Commissioners Court and/or staff is true and accurate to the knowledge of respondent).

5. EXEMPT SERVICES. Pursuant to Local Government Code Section 262.024(a)(4), the services contemplated by this Request for Qualifications are exempt from the bidding requirements of the County Purchasing Act as they are professional services.
6. CONFLICT OF INTEREST QUESTIONNAIRE. If required by Chapter 176, Texas Local Government Code, Respondent must complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Respondent must update this Questionnaire by September 1 of each year for the duration of the Professional Services Agreement as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, Respondent must submit an updated Questionnaire. Respondent should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.
7. CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$25,000. By submitting a statement in response to this solicitation, the respondent certifies that at the time of submission, he/she is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of Statement submission and time of award, the respondent must notify the Travis County Purchasing Agent. Failure to do so may result in terminating the Agreement for default.

Draft

ATTACHMENT 1
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The respondent will 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 shall 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. The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The respondent will 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 the respondent's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The respondent will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will 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 the respondent's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the respondent 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. The respondent will include the provisions of paragraph (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 by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The respondent will 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 the respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County or Federal Agency the respondent may request the County and United States to enter into such litigation to protect the interest of the United States.

ATTACHMENT 2

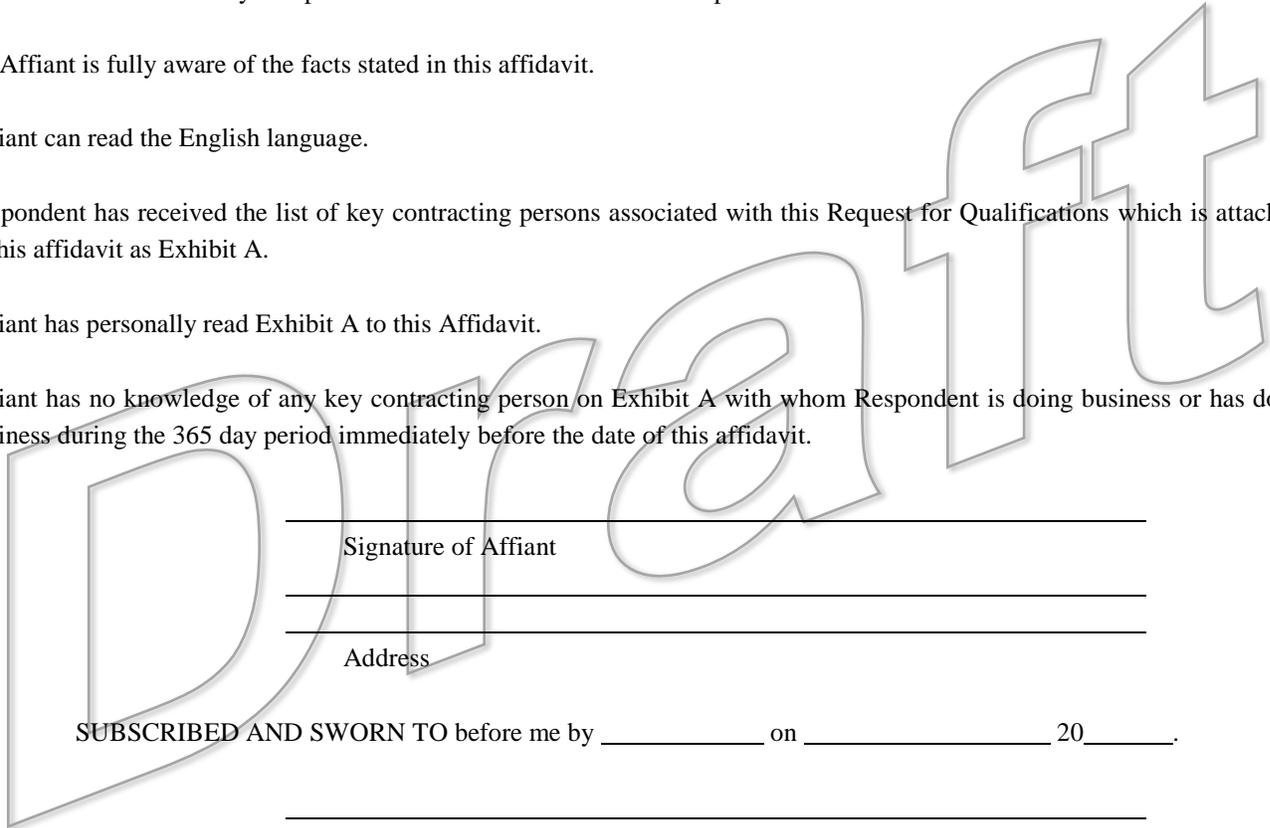
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Respondent: _____
County of Respondent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Respondent to make this affidavit for Respondent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Respondent has received the list of key contracting persons associated with this Request for Qualifications which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Respondent is doing business or has done business during the 365 day period immediately before the date of this affidavit.



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 2-A
LIST OF KEY CONTRACTING PERSONS
September 10, 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	MHMR
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	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, Budget & Planning	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, Criminal Justice Planning	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, Civil Division	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	Elizabeth Winn	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

Purchasing Agent Assistant IV C.W. 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, CPPB, CPPO
 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 Cedar*
 Purchasing Agent Assistant III Ruena Victorino*
 Purchasing Agent Assistant III L. Wade Laursen
 Purchasing Agent Assistant II..... Sam Francis
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	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
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14

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

ATTACHMENT 3

STATEMENT INFORMATION AFFIDAVIT

STATE OF TEXAS ⤵

⤵

COUNTY OF TRAVIS ⤵

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared _____, the undersigned, personally known to me, who after having been by me first duly sworn, upon oath, according to law, deposed and said: That, my name is _____ and I am a resident of _____ County Texas. I am over 18 years of age, of sound mind and capable of making this affidavit.

The representations herein contained are made by the Affiant with the express understanding and intent that they will be relied upon by Travis County, Texas in considering the Qualifications Statements for design of the Project. I am the _____ of _____, the firm which has submitted the attached Statement and as such I am a representative of the firm authorized to bind the firm and to make this affidavit. All of the information contained in the Statement is true and accurate. I understand that if the statements made are not true and accurate to the knowledge of any member or employee of said firm that the County shall retain all performance by the firm pursuant to any subsequently awarded contract and will recover all consideration or the value of all consideration paid under such a contract.

Signature of Firm's Representative

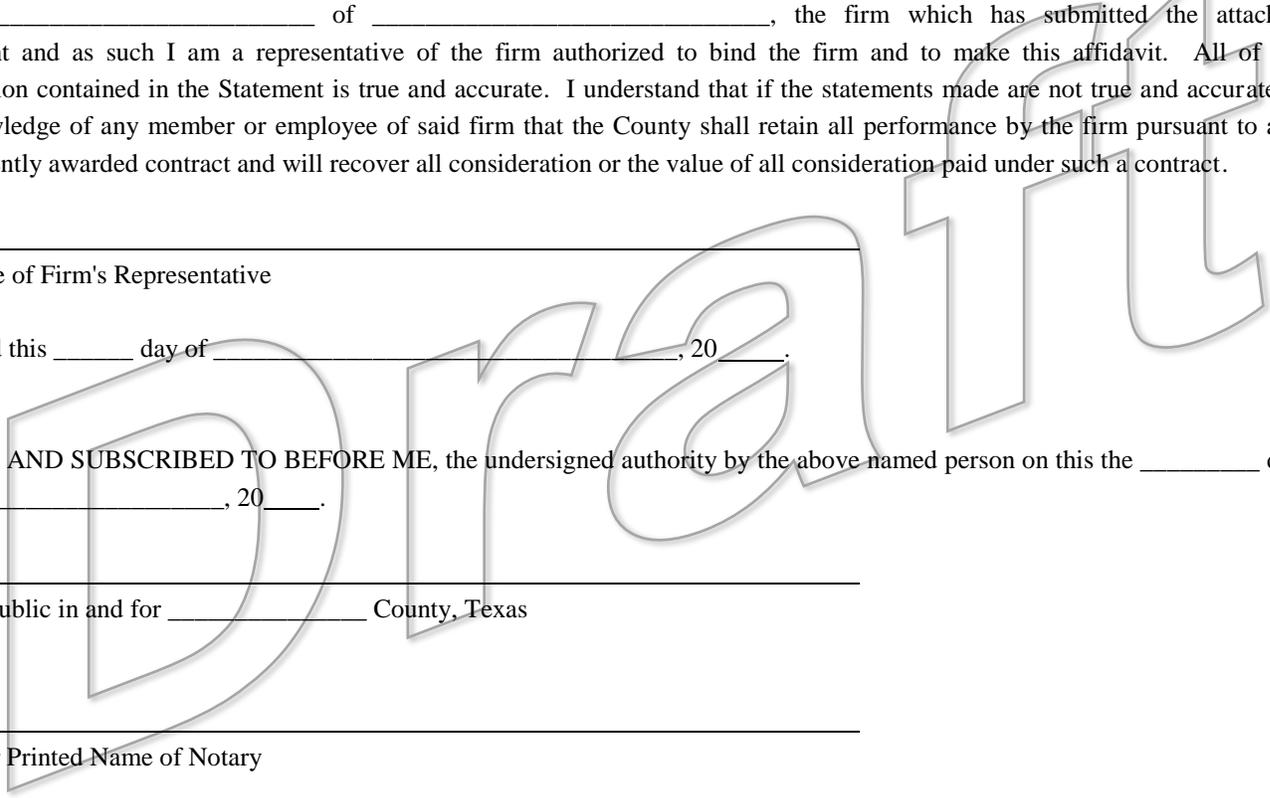
Executed this _____ day of _____, 20_____.

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority by the above named person on this the _____ day of _____, 20_____.

Notary Public in and for _____ County, Texas

Typed or Printed Name of Notary

My Commission Expires: _____





Travis County Commissioners Court Agenda Request

Meeting Date: September 24, 2013

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

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for the Executive Office Building (EOB) Heating, Ventilation and Air Conditioning (HVAC) Upgrades, IFB No. 1306-028-JT, to the low bidder, Kiewit Building Group.

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

This contract requires the Contractor to provide the labor, equipment, materials and supervision necessary for an interior remodel project including upgrades to the HVAC system of the entire existing EOB, limited demolition and asbestos abatement, new fire sprinkler and alarm systems, upgrades to the parking garage and exterior lighting and limited modifications to doors and egress pathways.

IFB No. 1306-028-JT was issued on July 31, 2013, to solicit bids for the project referenced above. After a total of seventy-seven (77) vendors were solicited, two (2) bids were received electronically in response to the solicitation when subject IFB opened on August 28, 2013, at 3:00 p.m. The apparent low bidder is Kiewit Building Group with a Base Bid of \$3,200,000.00.

Facilities Management recommends, with Purchasing's concurrence, that a contract be awarded to the Kiewit Building Group in the amount of \$3,200,000.00. FMD has determined that the price is fair and reasonable.

- **Contract-Related Information:**

Award Amount: \$3,200,000.00

Contract Type: Construction

Contract Period: 240 Calendar Days after NTP issuance

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.

➤ **Solicitation-Related Information:**

Solicitations Sent: 77

Responses Received: 2

HUB Information: 0

% HUB Subcontractor: 54.6%

➤ **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:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000627

Cost Center-G/L no'(s): 1140110000-522020

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: EOB-24-09C-4R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: September 12, 2013
SUBJECT: Executive Office Building HVAC Upgrades
IFB No. B1306-028-JT

A handwritten signature in blue ink that reads "Roger El Khoury".

Facilities Management Department (FMD) recommends award of the EOB HVAC Upgrades base bid in the amount of \$3,200,000.00 to the low bidder, Kiewit Building Group. Two contractors bid on the subject project. The bid was opened on August 28, 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 1140110000-522020. Funds Reservation Document (FRD) 300000627 is in place for \$3,200,000.00. 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 September 24, 2013. If approved, please issue a fully executed contract to Kiewit Building Group. 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 
Jorge Talavera, CPPB, Purchasing Agent Assistant IV, TCPO

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

BID NO.: B1306-028-JT **BID DATE:** August 28, 2013 **BIDS SOLICITED:** 77

DESCRIPTION: FOB HVAC Upgrades **OPEN TIME:** 3:00 P.m. CST **BIDS RECEIVED:** 2

DEPARTMENT: Travis County Facilities Management Department **BIDS EXPIRE:** November 26, 2013 **HUBS SOLICITED:** 13

CONTACT/NO.: Richard Avery 512-854-4780 **HUBS RECEIVED:** 0

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Kiewit Building Group	\$3,200,000.00	X	X	X	X	X	No	54.6%
2	R.E.C. Industries, Inc.	\$4,097,000.00	X	X	X	X	X	No	4.0%
3									

Reviewed and Acknowledged By:

SIGNATURE	DATE
	<u>8/21/13</u>
PRINT NAME	
<u>JOBEE TALAVERA</u>	

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001633; IFB NO. B1306-028-JT

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

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Executive Office Building (EOB) HVAC Upgrades** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **EOB HVAC Upgrades, IFB No. B1306-028-JT**; and

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

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

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **EOB HVAC Upgrades, IFB No. B1306-028-JT**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **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 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 **\$850 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 \$3,200,000.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$ 2,834,100.00 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) \$365,900.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

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

TRAVIS COUNTY, TEXAS

KIEWIT BUILDING GROUP

By: _____
Samuel T. Biscoe
Travis County Judge

By: Jason L. Beltrac
Name: JASON L. BELTRAC

Date: _____

Title: SVP

Date: 09.12.2013

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Authorize Purchasing Agent to commence negotiations with the highest-ranked firm, CGL Management Group LLC, in reference to Request for Qualifications (RFQ) No. Q1304-002-AG, Adult Correctional System Needs Analysis and Master Plan Update.

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

On July 9, 2013, the Court authorized issuance of RFQ No. Q1304-002-AG to seek qualification statements from firms to conduct Adult Correctional System Needs Analysis and Master Plan Update services. Phase one of the services to be contracted is to review and analyze our current booking and jail operations, staffing, health care inmate services, program delivery, classification and bed utilization.

The results of this analysis will determine the need for additional and or replacement beds by bed type in the adult correctional system. This analysis will identify cost, staffing and time impacted on the system of inmate transport to and from court proceedings and ways to mitigate the need for transports other than the use of video.

- Subject RFQ was issued electronically to over 7,800 businesses nationwide, with approximately 77 businesses viewing the RFQ before it closed on August 14, 2013. Five (5) responses were received in response to the solicitation. The Evaluation Committee, supervised by the Purchasing Office, and comprised of representatives from Criminal Justice Planning, Facilities Management Department, Criminal Courts, Sheriff's Office and Planning and Budget Office, reviewed and scored the qualification statements based on the established evaluation criteria. The committee then met on September 6, 2013, to short-list the top

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.

three firms resulting from the review and scoring of the qualification statements.

- The Evaluation Committee conducted oral interviews with the three (3) short listed firms on September 13, 2013. The short-listed firms were; Duran-Hollis Rupe Architects, Inc. & Jay Farbstein & Associates, Inc.; CGL Management Group LLC; and MGT of America Inc. After the interviews, the Evaluation Committee met to discuss the oral presentations and determine the final scores based upon the established oral presentation criteria. After deliberation, and final scoring, the Evaluation Committee established a final ranking, selecting CGL Management Group LLC as the highest-ranked firm. Scoring matrixes are attached for the Court's review.
- The Purchasing Agent requests authorization to begin formal negotiations with CGL Management Group LLC, including price, to finalize a contract for the Court's approval. Should negotiations be unsuccessful, the Purchasing Agent request authorization to then commence negotiations with the next highest ranked firm.
- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 300000721
 - Comments:

REQUIRED ACTION

_____ Approved _____ Disapproved

Samuel T. Biscoe
County Judge

Date

RFQ 1304-002-AG: Adult Correctional System Needs Analysis and Master Plan Update

STATEMENT OF QUALIFICATIONS (SOQ) AND TECHNICAL PLAN EVALUATION MATRIX

NAME OF FIRMS:	C N A			HDR			MGT			DHR			CGL		
	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
1. CRITERION ONE: Experience of Staff															
Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.															
Managerial Staff: years and relevance of experience	10%	5	0.50	10%	4	0.40	10%	4	0.40	10%	4	0.40	10%	5	0.50
Jail- and Court-specific staff: years and relevance of experience	20%	5	1.00	20%	3	0.60	20%	4	0.80	20%	4	0.80	20%	4	0.80
Other technical staff: years and relevance of experience	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	4	0.40
2. CRITERION TWO: Prime Firm's Comparable Project Experience															
The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	4	0.40	10%	3	0.30	10%	4	0.40	10%	4	0.40	10%	5	0.50
3. CRITERION THREE: Sub-Consultant's Comparable Project Experience															
Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	5	0.50	10%	3	0.30	10%	4	0.40	10%	4	0.40	10%	4	0.40
4. CRITERION FOUR: Written Technical Plan															
The Technical Plan will be evaluated in four (4) categories, each weighted with the percentage indicated. All four categories add up to 40%.															
Project Knowledge	10%	5	0.50	10%	3	0.30	10%	4	0.40	10%	4	0.40	10%	5	0.50
Completeness	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	3	0.30	10%	5	0.50
Clarity	10%	5	0.50	10%	3	0.30	10%	4	0.40	10%	3	0.30	10%	3	0.30
Cohesiveness	10%	5	0.50	10%	3	0.30	10%	5	0.50	10%	3	0.30	10%	5	0.50
TOTAL SCORE	100%	44	4.90	100%	30	3.30	100%	39	4.30	100%	34	3.80	100%	40	4.40
EVALUATOR #1	cip														

NAME OF FIRMS:	C N A			HDR			MGT			DHR			CGL		
	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
1. CRITERION ONE: Experience of Staff															
Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.															
Managerial Staff: years and relevance of experience	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50
Jail- and Court-specific staff: years and relevance of experience	20%	5	1.00	20%	5	1.00	20%	5	1.00	20%	5	1.00	20%	5	1.00
Other technical staff: years and relevance of experience	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50
2. CRITERION TWO: Prime Firm's Comparable Project Experience															
The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	5	0.50	10%	3	0.30	10%	5	0.50	10%	4	0.40	10%	5	0.50
3. CRITERION THREE: Sub-Consultant's Comparable Project Experience															
Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	5	0.50
4. CRITERION FOUR: Written Technical Plan															
The Technical Plan will be evaluated in four (4) categories, each weighted with the percentage indicated. All four categories add up to 40%.															
Project Knowledge	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	5	0.50
Completeness	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	4	0.40
Clarity	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	4	0.40
Cohesiveness	10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	5	0.50
TOTAL SCORE	100%	45	5.00	100%	38	4.30	100%	45	5.00	100%	44	4.90	100%	43	4.80
EVALUATOR #2	fmd														

Created 09-26-13 @ 435 pm																
NAME OF FIRMS:		C N A			HDR			MGT			DHR			CGL		
Criteria		Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
1. CRITERION ONE: Experience of Staff																
Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.																
Managerial Staff: years and relevance of experience		10%	4	0.40	10%	2.5	0.25	10%	5	0.50	10%	4	0.40	10%	4.5	0.45
Jail- and Court-specific staff: years and relevance of experience		20%	4	0.80	20%	2	0.40	20%	4	0.80	20%	4.5	0.90	20%	5	1.00
Other technical staff: years and relevance of experience		10%	3	0.30	10%	3	0.30	10%	4	0.40	10%	4.5	0.45	10%	4.5	0.45
2. CRITERION TWO: Prime Firm's Comparable Project Experience																
The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.		10%	3.5	0.35	10%	2.5	0.25	10%	4.5	0.45	10%	3.5	0.35	10%	5	0.50
3. CRITERION THREE: Sub-Consultant's Comparable Project Experience																
Demonstrated experience of the firm in providing similar consulting services on comparable projects.		10%	3.5	0.35	10%	3	0.30	10%	4	0.40	10%	5	0.50	10%	3.5	0.35
4. CRITERION FOUR: Written Technical Plan																
The Technical Plan will be evaluated in four (4) categories, each weighted with the percentage indicated. All four categories add up to 40%.																
Project Knowledge		10%	3	0.30	10%	2	0.20	10%	4	0.40	10%	5	0.50	10%	5	0.50
Completeness		10%	3	0.30	10%	2	0.20	10%	4.5	0.45	10%	4	0.40	10%	4.5	0.45
Clarity		10%	4	0.40	10%	2	0.20	10%	4.5	0.45	10%	5	0.50	10%	4	0.40
Cohesiveness		10%	3	0.30	10%	2	0.20	10%	4	0.40	10%	4.5	0.45	10%	4	0.40
TOTAL SCORE		100%		3.50	100%		2.30	100%		4.25	100%		4.45	100%		4.50
EVALUATOR #3																

Created 09-26-13 @ 435 pm																
NAME OF FIRMS:		C N A			HDR			MGT			DHR			CGL		
Criteria		Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
1. CRITERION ONE: Experience of Staff																
Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.																
Managerial Staff: years and relevance of experience		10%	3	0.30	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50
Jail- and Court-specific staff: years and relevance of experience		20%	3	0.60	20%	5	1.00	20%	4	0.80	20%	5	1.00	20%	4	0.80
Other technical staff: years and relevance of experience		10%	2	0.20	10%	4	0.40	10%	4	0.40	10%	5	0.50	10%	4	0.40
2. CRITERION TWO: Prime Firm's Comparable Project Experience																
The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.		10%	3	0.30	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50
3. CRITERION THREE: Sub-Consultant's Comparable Project Experience																
Demonstrated experience of the firm in providing similar consulting services on comparable projects.		10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50
4. CRITERION FOUR: Written Technical Plan																
The Technical Plan will be evaluated in four (4) categories, each weighted with the percentage indicated. All four categories add up to 40%.																
Project Knowledge		10%	3	0.30	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	3	0.30
Completeness		10%	3	0.30	10%	3	0.30	10%	3	0.30	10%	5	0.50	10%	5	0.50
Clarity		10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	4	0.40	10%	4	0.40
Cohesiveness		10%	1	0.10	10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	5	0.50
TOTAL SCORE		100%	27	3.00	100%	41	4.60	100%	41	4.50	100%	44	4.90	100%	40	4.40
EVALUATOR #4																

Created 09-26-13 @ 435 pm		NAME OF FIRMS:			C N A			HDR			MGT			DHR			CGL		
Criteria		Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score			
1. CRITERION ONE: Experience of Staff																			
Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.																			
Managerial Staff: years and relevance of experience		10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50			
Jail- and Court-specific staff: years and relevance of experience		20%	5	1.00	20%	5	1.00	20%	5	1.00	20%	5	1.00	20%	5	1.00			
Other technical staff: years and relevance of experience		10%	4	0.40	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50			
2. CRITERION TWO: Prime Firm's Comparable Project Experience																			
The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.		10%	3.5	0.35	10%	4	0.40	10%	5	0.50	10%	4	0.40	10%	4	0.40			
3. CRITERION THREE: Sub-Consultant's Comparable Project Experience																			
Demonstrated experience of the firm in providing similar consulting services on comparable projects.		10%	3.5	0.35	10%	3	0.30	10%	5	0.50	10%	5	0.50	10%	5	0.50			
4. CRITERION FOUR: Written Technical Plan																			
The Technical Plan will be evaluated in four (4) categories, each weighted with the percentage indicated. All four categories add up to 40%.																			
Project Knowledge		10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50	10%	5	0.50			
Completeness		10%	5	0.50	10%	4	0.40	10%	5	0.50	10%	4	0.40	10%	5	0.50			
Clarity		10%	4	0.40	10%	4	0.40	10%	4	0.40	10%	4	0.40	10%	5	0.50			
Cohesiveness		10%	4	0.40	10%	4	0.40	10%	4	0.40	10%	4	0.40	10%	5	0.50			
TOTAL SCORE		100%	38	4.30	100%	39	4.40	100%	43	4.80	100%	41	4.60	100%	44	4.90			
EVALUATOR #5																			

SELECTED FIRMS:		C N A			HDR			MGT			DHR			CGL		
Criteria		Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
1. CRITERION ONE: Experience of Staff																
Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.																
Managerial Staff: years and relevance of experience		10%	4.2	0.42	10%	4.3	0.43	10%	4.8	0.48	10%	4.6	0.46	10%	4.9	0.49
Jail- and Court-specific staff: years and relevance of experience		20%	4.4	0.88	20%	4.0	0.80	20%	4.4	0.88	20%	4.7	0.94	20%	4.6	0.92
Other technical staff: years and relevance of experience		10%	3.8	0.38	10%	4.2	0.42	10%	4.6	0.46	10%	4.9	0.49	10%	4.5	0.45
2. CRITERION TWO: Prime Firm's Comparable Project Experience																
The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.		10%	3.8	0.38	10%	3.5	0.35	10%	4.7	0.47	10%	4.1	0.41	10%	4.8	0.48
3. CRITERION THREE: Sub-Consultant's Comparable Project Experience																
Demonstrated experience of the firm in providing similar consulting services on comparable projects.		10%	4.4	0.44	10%	3.6	0.36	10%	4.6	0.46	10%	4.8	0.48	10%	4.5	0.45
4. CRITERION FOUR: Written Technical Plan																
The Technical Plan will be evaluated in four (4) categories, each weighted with the percentage indicated. All four categories add up to 40%.																
Project Knowledge		10%	4.2	0.42	10%	3.8	0.38	10%	4.6	0.46	10%	4.8	0.48	10%	4.6	0.46
Completeness		10%	4.2	0.42	10%	3.4	0.34	10%	4.5	0.45	10%	4.2	0.42	10%	4.7	0.47
Clarity		10%	4.4	0.44	10%	3.6	0.36	10%	4.5	0.45	10%	4.2	0.42	10%	4.0	0.40
Cohesiveness		10%	3.6	0.36	10%	3.4	0.34	10%	4.6	0.46	10%	4.3	0.43	10%	4.8	0.48
TOTAL SCORE AVERAGE		100%		4.14	100%		3.78	100%		4.57	100%		4.53	100%		4.60
Evaluation Instructions: Each factor above is worth up to 5 points. Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:																
5 - Excellent																
4 - Significant Above Acceptable																
3 - Slightly Above Acceptable																
2 - Acceptable																
1 - Minimally Acceptable																
e.g. 30% x 4 = 1.2																
EVALUATION COMMITTEE - SHORT-LIST SELECTION																

Evaluation Matrix for RFQ No. Q1304-002-AG, Adult Correctional System Needs Analysis and Master Plan Update									
ORAL PRESENTATION MATRIX -FINAL SCORES									
Firm Name:	DHR			MGT			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	25%	4	1.00	25%	5	1.25	25%	5	1.25
Completeness of answers	25%	3	0.75	25%	4	1.00	25%	4	1.00
Clarity of responses	25%	2	0.50	25%	3	0.75	25%	5	1.25
Cohesiveness of presentation	25%	1	0.25	25%	4	1.00	25%	5	1.25
TOTAL SCORE	100%		2.50	100%		4.00	100%		4.75
EVALUATOR #1									
Firm Name:	DHR			MGT			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	25%	5	1.25	25%	4	1.00	25%	5	1.25
Completeness of answers	25%	1	0.25	25%	4	1.00	25%	4	1.00
Clarity of responses	25%	1	0.25	25%	2	0.50	25%	5	1.25
Cohesiveness of presentation	25%	1	0.25	25%	3	0.75	25%	5	1.25
TOTAL SCORE	100%		2.00	100%		3.25	100%		4.75
EVALUATOR #2									
Firm Name:	DHR			MGT			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	25%	4	1.00	25%	3	0.75	25%	4	1.00
Completeness of answers	25%	1	0.25	25%	3	0.75	25%	4	1.00
Clarity of responses	25%	1	0.25	25%	1	0.25	25%	4	1.00
Cohesiveness of presentation	25%	1	0.25	25%	2	0.50	25%	4	1.00
TOTAL SCORE	100%		1.75	100%		2.25	100%		4.00
EVALUATOR #3									
Firm Name:	DHR			MGT			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	25%	5	1.25	25%	3	0.75	25%	5	1.25
Completeness of answers	25%	1	0.25	25%	4	1.00	25%	4	1.00
Clarity of responses	25%	1	0.25	25%	1	0.25	25%	5	1.25
Cohesiveness of presentation	25%	1	0.25	25%	2	0.50	25%	5	1.25
TOTAL SCORE	100%		2.00	100%		2.50	100%		4.75
EVALUATOR #4									
Firm Name:	DHR			MGT			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	25%	5	1.25	25%	4	1.00	25%	4	1.00
Completeness of answers	25%	1	0.25	25%	4	1.00	25%	4	1.00
Clarity of responses	25%	2	0.50	25%	2	0.50	25%	5	1.25
Cohesiveness of presentation	25%	1	0.25	25%	3	0.75	25%	5	1.25
TOTAL SCORE	100%		2.25	100%		3.25	100%		4.50
EVALUATOR #5									
Firm Name:	DHR			MGT			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	25%	4.6	1.15	25%	3.8	0.95	25%	4.6	1.15
Completeness of answers	25%	1.4	0.35	25%	3.8	0.95	25%	4.0	1.00
Clarity of responses	25%	1.4	0.35	25%	1.8	0.45	25%	4.8	1.20
Cohesiveness of presentation	25%	1.0	0.25	25%	2.8	0.70	25%	4.8	1.20
TOTAL SCORE AVERAGE	100%		2.10	100%		3.05	100%		4.55
Evaluation Instructions: Each factor above is worth up to 5 points. Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the 5 - Excellent 4 - Significant Above Acceptable 3 - Slightly Above Acceptable 2 - Acceptable 1 - Minimally Acceptable e.g. 30% x 4 = 1.2									
EVALUATION COMMITTEE SELECTION							SELECTION		



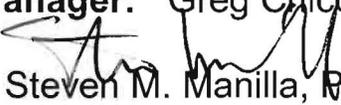
Travis County Commissioners Court Agenda Request

October 1

Meeting Date: ~~September 24, 2013~~ **Executive Session**

Prepared By: Greg Chico **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico, Real Estate Manager

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on the potential disposition of 0.514 acres (22,380 square feet) of undeveloped land owned by Travis County as excess, unused right-of-way south of Thaxton Road and west of McKinney Falls Parkway in Precinct Four.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Charles Bergh	Parks Director	TNR	(512) 854-9408
Robert Armistead	Parks Manager	TNR	(512) 854-9383

Greg Chico	Real Estate Manager	TNR	(512) 854-4659
Donna Williams-Jones	Financial Services	TNR	(512) 854-9383

SM:GC:gc

3105 - Public Works/ROW- Excess ROW sale; agenda254



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013 **Executive Session**

Prepared By: Greg Chico, Real Estate Division Director **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico, Real Estate Division Director

Carol B. Joplson

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 counter-offer for the sale of approximately 55 acres of undeveloped land located south of U.S. 290 East -- between State Highway 130 and FM 973 in Precinct One -- for inclusion in the Eastern Creeks Open Space project as part of the 2011 Bond program in Precinct One.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Charles Bergh	Parks Division Director	TNR	(512) 854-9408
Chris Gilmore	County Attorney	TNR	(512) 854-9474
Robert Armistead	Parks Division Manager	TNR	(512) 854-9383
Greg Chico	Real Estate Division Director	TNR	(512) 854-4659
Donna Williams-Jones	Financial Analyst Senior	TNR	(512) 854-9383 (512) 854-9455

SM:GC:gc

3105 - Public Works/ROW- Eastern Creeks Open Space; 2011 Bond; agenda255



Travis County Commissioners Court Agenda Request

October 1

Meeting Date: ~~September 24~~, 2013 **Executive Session**

Prepared By: Greg Chico **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico, Real Estate Manager

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 settlement proposal dated July 16, 2013 concerning the sale of parcels #1 and #2 (comprising a total of approximately 12 acres of land) needed as right-of-way for construction of the planned Gilbert Way extension south of FM 969, a 2011 Bond roadway improvement project in Precinct One.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Steve Sun, P.E.	CIP Manager	TNR	(512) 854-9383
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Miguel Villarreal, P.E.	Project Manager	TNR	(512) 854-9383
Dee Heap	Real Estate Rep.	TNR	(512) 854-7647
Donna Williams-Jones	Financial Services	TNR	(512) 854-9383

SM:GC:gc

3105 - Public Works/ROW- Gilbert Way roadway extension; 2011 Bond; agenda252



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013 Executive Session

Prepared By: Greg Chico, Real Estate Division Director **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico, Real Estate Division Director

Carol B. Josephson

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action - to include providing staff direction - on the potential disposition of approximately 6.3 acres of primarily undeveloped land owned by Travis County and located west of R.M. 620 South, along U.S. Highway 71 West in Precinct Three.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Greg Chico	Real Estate Division Director	TNR	(512) 854-4659
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Mike Martino	Right-of-Way Agent	TNR	(512) 854-7646
Donna Williams-Jones	Financial Analyst Senior	TNR	(512) 854-9383
Chris Gilmore	Asst. County Attorney	TCAO	(512) 854-9455

SM:GC:gc

3105 - Public Works/ROW- Property sale; agenda256



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Sara Boltin, 854-9840

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and authorize County Attorney to accept, reject or counter settlement offer and/or take appropriate action in *Tomas Rodriguez v. Travis County*; and/or take appropriate action, (Executive Session also, pursuant to TEX. GOVT. CODE ANN., Sections 551.071(1)(A) and 551.071(1)(B)).

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:

Anthony J. Nelson, County Attorney, 854-4801

Andrew M. Williams, County Attorney, 854-9472

Sheriff Greg Hamilton, TCSO, 854-9770

William Paterson, Risk Management, 854-9650



Travis County Commissioners Court Agenda Request

Meeting Date: 10/1/2013

Prepared By/Phone Number: Tom Nuckols (4-9262)

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

Commissioners Court Sponsor: Daugherty

AGENDA LANGUAGE: Consult With County Attorney Regarding Legal Status of Right of Way at the Intersection of Spicewood Springs Rd. and Yucca Mountain Dr. (Executive Session under Gov't. Code Ann. §551.071, Consultation with Attorney.)

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: October 1, 2013

Prepared By/Phone Number: Bernadette Gutilla 512-854-9131

Elected/Appointed Official/Dept. Head: Nicki Riley, County Auditor

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve order to direct depositing of salary fund monies into the general fund of Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Commissioner's Court is authorized to direct that all money that would otherwise be deposited in a salary fund to be deposited in the salary fund of the County by Local Government Code section 154.007.

See attached memo from Barbara Wilson, Assistant County Attorney

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Attorney's Office	Barbara Wilson

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.

AGENDA REQUEST

Date to be considered: 10/01/13

Requested Text: APPROVE ORDER TO DIRECT DEPOSITING SALARY FUND
MONIES INTO THE GENERAL FUND OF TRAVIS COUNTY

**AN ORDER TO
DIRECT DEPOSITING SALARY FUND MONIES
INTO THE GENERAL FUND OF TRAVIS COUNTY**

RECITALS

The creation of a salary fund for each district, county and precinct officer is required by Local Government Code section 154.042.

The Commissioners Court is authorized to direct that all money that would otherwise be deposited in a salary fund is deposited in the general fund of the county by Local Government Code section 154.007.

ORDER

The Commissioners Court of Travis County, Texas hereby orders that all fees, commissions, and other compensation collected by all district, county and precinct officers in Travis County and all other money that would be deposited in these officers' salary funds be deposited in the general fund of Travis County during the fiscal year commencing October 1, 2013 and ending September 30, 2014.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

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) 864-9813
FAX: (512) 864-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

JAMES M. CONNOLLY

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

September 5, 2013

Commissioners Court
P. O. Box 1478
Austin, Texas 78767

Re: Use of General Fund instead of Salary Fund

Dear Judge and Commissioners:

The Local Government Code establishes a general rule that salary funds must be set up for each elected officials and that the payroll and expenses of their offices be paid from this fund. If the commissioners court adopts an order directing that all money that would otherwise be deposited in these salary funds be deposited in the general fund, then it is not necessary to establish these funds. This order must be approved at the first regular meeting in the first month of the fiscal year. A similar order has been approved annually for the past several years. Accounting for these funds in the general fund is simpler than accounting for them in separate funds.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Wilson".

Barbara Wilson
Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 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 Session of September 10, 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, September 10, 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 September 10, 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 all five foot wide public utility easements located along the common lot lines of lots 181 through 187 of Paradise Manor, Section Four 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, 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 Fiscal Year 2014 Travis County District Clerk's Records Management Plan. (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

Members of the Court heard from:
Michelle Brinkman, Chief Deputy, District Clerk's Office
Dr. John Kim, Travis County resident
Gus Peña, Travis County resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Dr. John Kim, Travis County resident
Gus Peña, Travis County resident

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshall

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains in place.

RESULT: **DISCUSSED**

Resolutions and Proclamations

4. Approve Proclamation for the Inaugural Vision Summit: Looking Toward the Future of Reentry in Austin, Texas from September 10 through 13, 2013.

Members of the Court heard from:
Daniel Smith, Counseling and Education Services Manager, Travis County Sheriff's Office (TCSO)

MOTION: Approve the Proclamation in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Transportation and Natural Resources Dept. Items

5. Consider and take appropriate action on a plat for recording: Mondragon and Roman subdivision – short form plat – two single family lots 2.58 acres – Johnson Trail – City of Manor ETJ in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on 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 187 of Paradise Manor, Section Four in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action regarding the satisfactory completion of construction of the private streets within the Sweetwater Section One, Village G-1 subdivision in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action regarding the satisfactory completion of construction of the private streets within the Sweetwater Section One, Village G-2 subdivision in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on a request to use an alternative fiscal agreement for Sweetwater Ranch Section 2, Village Z, Phase 1 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action regarding a license agreement with Preservation Austin for a fundraising event on the historic Moore's Crossing Bridge at Richard Moya Park on September 29, 2013 in Precinct Four. (Commissioner Gomez)

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

11. 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.

Members of the Court heard from:

- Roger Jefferies, County Executive, Justice and Public Safety (JPS)
- Charles Gray, TechShare Program Director for Texas Conference of Urban Counties (CUC)
- Travis Gatlin, Assistant Budget Manager, Planning and Budget Office (PBO)
- Jessica Rio, Budget Director, PBO

MOTION: Approve Item 11.

Clerk's Note: Commissioner Todd noted that his Motion was contingent upon Dallas and Tarrant Counties signing on.

RESULT: APPROVED [4 TO 1]

MOVER: Bruce Todd, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

NAYS: Gerald Daugherty

Health and Human Services Dept. Items

12. Consider and take appropriate action to approve the transfer of funds from the Fiscal Year 2013 General Fund Home Repair Program to Allocated Reserve and to allocate those funds to the Fiscal Year 2014 General Fund Home Repair Program.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

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

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

Victoria Ramirez, Budget Analyst, PBO

MOTION: Approve Item 13.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

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

- a. Annual application to the Corporation for National and Community Service for the Coming of Age Grant Program in Health and Human Services and Veterans Service Department;
- b. Annual contract with the National Highway Traffic Safety Administration for an Underage Drinking Prevention Program in the County Attorney's Office; and
- c. Permission to continue the Adult Probation Driving While Intoxicated Court Grant Program in Community Supervision and Corrections Department until a contract can be fully executed.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments; and
- b. Non-routine salary adjustments from constable Precinct Five for a variance Travis County Code Section 10.03002, Salary Adjustment Greater Than 10% Above Midpoint.

RESULT: ADDED TO CONSENT

16. 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 \$981,591.15 for the period of August 23 to August 29, 2013.

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on proposed Fiscal Year 2014 Budget Rules and proposed change to Travis County Code Section 10.061 regarding travel.

Members of the Court heard from:

- Diana Ramirez, Senior Budget Analyst, PBO
- Jessica Rio, Budget Director, PBO
- Barbara Wilson, Assistant County Attorney
- Daniel Bradford, Assistant County Attorney
- Donna Scarbrough, Financial Analyst VI, Travis County Auditor's Office

RESULT: DISCUSSED **Reset for: 9/17/2013**

18. Consider and take appropriate action regarding the costs and engineering and architectural features of certain recently constructed civil and/or family courthouses.

Members of the Court heard from:

- Belinda Powell, Capital Planning Coordinator, PBO
- Roger El Khoury, Director, Facilities Management Department (FMD)
- Bill Oakey, Travis County resident

Clerk's Note: Judge Biscoe circulated a memo requesting staff to ascertain certain information regarding recently built courthouses in other jurisdictions.

MOTION: Approve the information listed in Judge Biscoe's backup memo plus five additional points:

- o Delivery method;
- o Soft costs and hard costs;
- o Any cost reduction measures;
- o Strive to achieve a national model of cost effectiveness and efficiency and;
- o Whether Furniture, Fixtures and Equipment (FF&E) are included in the total cost.

RESULT: APPROVED [UNANIMOUS]
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

19. Consider and take appropriate action on request to approve the third renewal term of the lease between Buttross Properties and Travis County for space located at 8011-A Cameron Road in Austin, Texas.

RESULT: ADDED TO CONSENT

Purchasing Office Items

20. Approve contract award for the East Command-Collier Building structural foundation repair, IFB No. 1305-006-JT, to the low bidder, HCS, Inc.

RESULT: ADDED TO CONSENT

21. Approve twelve-month extension (Modification No. 6) to Contract No. 4400000168 (H.T.E. Contract No. 11t00204OJ), Falcon Insurance Agency, Inc., for aviation insurance coverage.

RESULT: ADDED TO CONSENT

22. Approve twelve-month extension (Modification No. 4) to Contract No. 4400001092 (H.T.E. Contract No. 10T00123OJ), Union Security Insurance Company, for dental services.

RESULT: ADDED TO CONSENT

23. Approve twelve-month extension (Modification No. 7) to Contract No. 4400001100 (H.T.E. Contract No. 06T00061OJ), Life Insurance Co. of North America, for supplemental employee life and AD&D coverage; dependent life coverage; employee spouse life coverage; retiree and retiree spouse life coverage; stand-alone accidental death and dismemberment coverage; short term disability and long term disability coverage for Travis County employees, retirees, and dependents.

RESULT: ADDED TO CONSENT

24. Approve twelve-month extension (Modification No. 12) to Contract No. 4400000007 (H.T.E. Contract No. 02T00038OJ), Unum Life Insurance Company, for basic life and accidental death and dismemberment insurance.

RESULT: ADDED TO CONSENT

25. Approve twelve-month extension (Modification No. 2) to Contract No. 4400000211 (H.T.E. Contract No. 12t00054ec), Sun Life Assurance Company of Canada, for stop loss insurance coverage.

RESULT: ADDED TO CONSENT

26. Approve the following twelve-month extensions to Contract No. 4400001215 (H.T.E. Contract No. 02t00005oj), United Healthcare Services, Inc., for Travis County employees, retirees and their dependents:

- a. Modification No. 18 for Administrative Services Agreement;
- b. Modification No. 13 for Cobra Administrative Services Agreement; and
- c. Modification No. 13 for Customer Reporting System Internet Access Agreement.

RESULT: ADDED TO CONSENT

Other Items

27. Consider and take appropriate action on the Fiscal Year 2014 District Clerk's Records Management Plan.

RESULT: ADDED TO CONSENT

28. Consider and take appropriate action on the following regarding the Travis County Healthcare District d/b/a Central Health:

- a. The proposed Fiscal Year 2014 budget; and
- b. The proposed Fiscal Year 2014 tax rate.

Members of the Court heard from:

Trish Young Brown, President and Chief Executive Officer, Central Health
John Hille, Assistant County Attorney

Christie Garbe, Chief Communications and Planning Officer, Central Health
Jeff Knodel, Chief Financial Officer, Central Health

RESULT: DISCUSSED

29. Consider and take appropriate action on a request from the Travis County Sheriff to approve a memorandum of understanding between the State of Texas' Office of Violent Sex Offender Management and Travis County for the housing of releasees for the 2013 through 2015 contract term.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

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

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

30. Consider and take appropriate action on request to provide funds for special prosecutors in cases against Travis County District Attorney and Texas Governor as requested by judge assigned the cases.¹

Members of the Court heard from:

Dr. John Kim, Travis County resident

MOTION: Authorize the County Judge to work with the Travis County Attorney's Office to draft an appropriate letter to the two judges in question who have appointed special prosecutors, regarding compensation for court-appointed lawyers. The intention would be for the County Judge to bring back a draft to the Commissioners Court for review and follow-up action.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

31. Consider and take appropriate action on whether to authorize the County Attorney to file a brief of amici curiae, in relation to appeal from the 133rd District Court, Harris County in Zachry Construction Corporation V. Port of Houston Authority of Harris County, Texas; No. 12-0772.¹

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 5, 6, 7, 8, 9, 10, 12, 14.a–c, 15.a–b, 16, 19, 20, 21, 22, 23, 24, 25, 26.a–c, 27, and 29.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Receive Revenue and Expenditure Reports, and other statutorily required reports for the month of July, 2013 from the County Auditor's Office.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 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 Public Hearing/Voting Session of September 20, 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 Friday, September 20, 2013 Public Hearing/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

Public Hearing/Voting Session called to order on September 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

Agenda Items

1. Receive comments regarding the Travis County tax rate for the Fiscal Year 2014 County budget.

Clerk's Note: The Court approved without objection opening the Public Hearing.

RESULT: DISCUSSED

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By: Paul Scoggins, Engineer Specialist **Phone #:** (512) 854-7619

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, October 22, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate a five foot wide public utility easement (PUE) located along the south side lot line of Lot 137 Apache Shores, First Installment. The easement is dedicated per plat note. The subject lot fronts on Brass Buttons Trail, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner of the property would like to build a garage on the existing slab, which encroaches in the subject easement. Vacating the easement will allow him to move forward with his plans and remedy the encroachment issue.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

CC:

Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Apache Shores, First Installment

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owners request the vacation of a five foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment as recorded at Volume 43, Page 29 of the Real Property Records of Travis County, Texas;

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

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on October 22, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment, as shown and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



EXHIBIT

PARTIAL RELEASE OF EASEMENTS

FIELD NOTES FOR OF A PORTION OF EASEMENTS THAT HAVE A TOTAL WIDTH OF TEN FEET, BEING FIVE FEET WIDE ON EACH SIDE OF THE DIVIDING LINE OF LOTS 137 AND 138, OF APACHE SHORES FIRST INSTALLMENT, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 43 PAGE 29, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 137 BEING CONVEYED TO RONALD C. ROCHE BY DEED OF RECORD UNDER DOCUMENT NUMBER 201200924 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 138 BEING QUIT CLAIMED TO CATHERINE RENEE NORTHUP BY DEED OF RECORD IN VOLUME 12580 PAGE 647, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENTS ARE DEDICATED BY STATEMENT ON THE PLAT OF APACHE SHORES FIRST INSTALLMENT AND DEDICATED IN THE DECLARATION OF COVENANTS RECORDED IN VOLUME 3554 PAGE 200, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE EASEMENTS AS DEDICATED ON THE PLAT, ARE DESCRIBED AS "FIVE FEET WIDE UTILITY EASEMENTS RETAINED ALONG THE SIDES OF EACH LOT", THE EASEMENTS AS DEDICATED IN THE DECLARATION OF COVENANTS ARE DESCRIBED AS "FIVE FEET WIDE UTILITIES AND DRAINAGE EASEMENTS ALONG THE SIDE LINE OF EACH AND EVERY LOT", THE PERIMETER OF THE PART OF THE ABOVE SAID EASEMENTS THAT IS TO BE RELEASED IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" diameter iron rod with a plastic cap stamped Tri-Tech set at the Southeast corner of the above said Lot 137, same being the Northeast corner of the above said Lot 138, said iron rod is in the West margin of Brass Buttons Trail, same being the East line of a ten feet wide utility easement which is dedicated by a statement on the subdivision plat of Apache Shores, First Installment, said iron rod is also in the East line of the a 10 feet wide drainage and utility easement located along the front lines of each lot as reserved in the above said Declaration of Covenants;

THENCE N88°28' W, along the common dividing line of said Lot 137 and Lot 138, for a distance of 10.00 feet to a point in the East line of the herein described easement area to be released, said East line is also the West line of the above said 10.00 feet wide drainage and utilities easements;

THENCE S01°32'W, entering Lot 137 along the East line of the herein described portion of the easements to be released, same being the West line of the above said 10.00 feet wide drainage and utilities easements along the front lines of each lot, for a distance of 5.00 feet to the Southeast corner and the **PLACE OF BEGINNING** hereof;

THENCE N88°28'W, over and across a portion of said Lot 137, along the South line of the herein described easements to be released, for a distance of 111.50 feet to the Southwest corner hereof,

THENCE N01°32'E, along the West line of the herein described easement to be released, same being the East line of a six feet wide drainage and utility easement along the rear lines of all lots as reserved in said Declaration of Covenants, passing at 5.00 feet the dividing line of said Lot 137 and Lot 138, and continuing for a total distance of 10.00 feet to the Northwest corner hereof;

THENCE S88°28'E, along the North line of the easements to be released, over and across a portion of Lot 138, for a distance of 111.50 feet to the Northeast corner hereof, said Northeast corner lies in the West line of the above said 10.00 feet wide drainage and utilities easements retained along the front lines of each lot;

THENCE S01°32'W, along the East line of the herein described portion of the easements to be released, same being the West line of the above said "10.00 feet wide easements retained along the front lines of each lot", passing the dividing line of said Lots 138 and 137, at 5.00 feet and continuing for a total distance of 10.00 feet returning to the **PLACE OF BEGINNING** and containing 1,115 square feet of land, more or less.

SEE ACCOMPANYING ILLUSTRATION



David Bell
Registered Professional Land Surveyor No. 3994
JOB # AUS344-07

8-16-13

Date

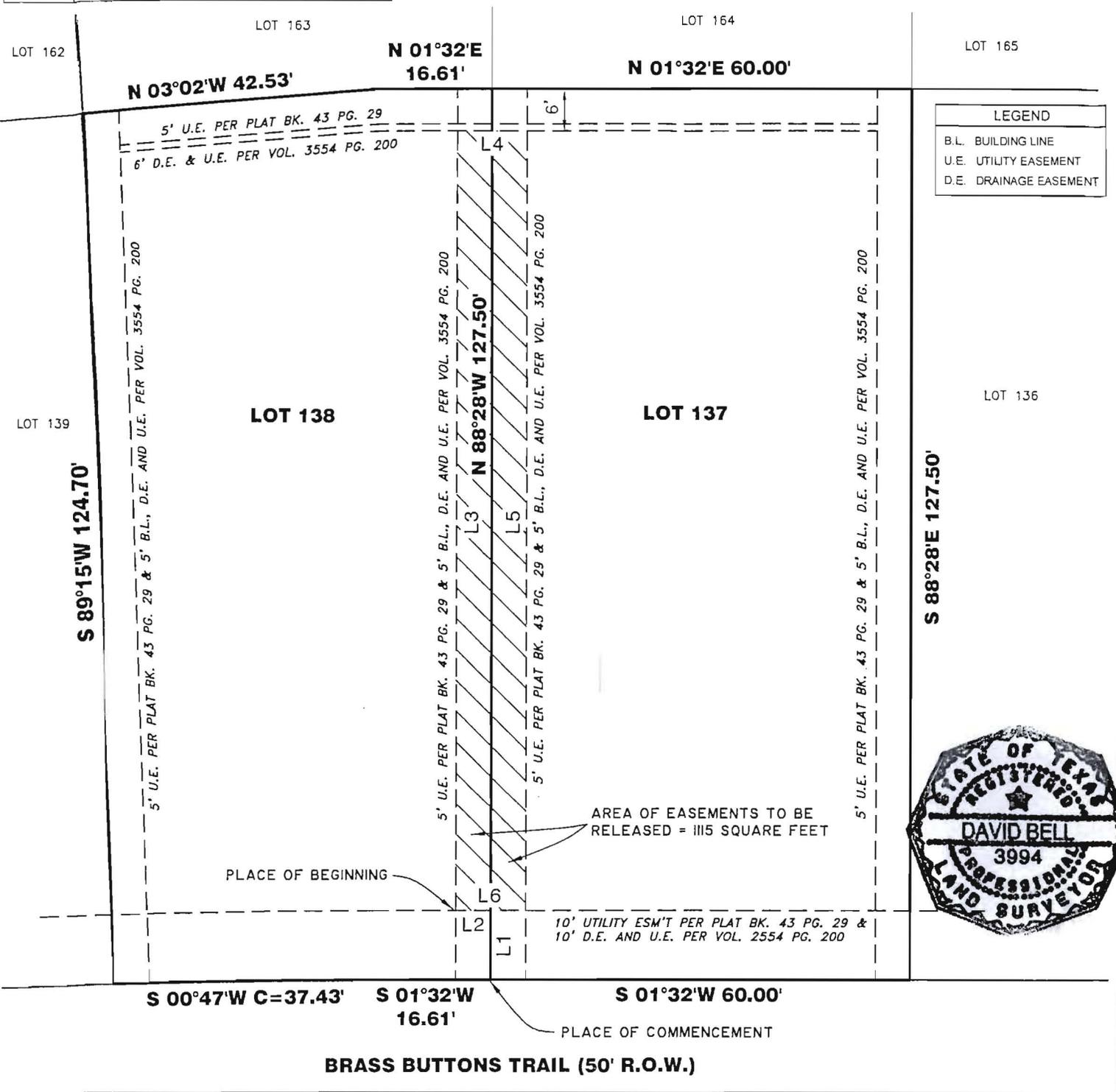


SKETCH TO ACCOMPANY
METES AND BOUNDS

SCALE 1"=20'



Course	Bearing	Distance
L1	N 88°28' W	10.00'
L2	S 01°32' W	5.00'
L3	N 88°28' W	111.50'
L4	N 01°32' E	10.00'
L5	S 88°28' E	111.50'
L6	S 01°32' W	10.00'



COPYRIGHT 2013 TRI-TECH SURVEYING COMPANY, L.P.

Use of this survey for any other purpose or other parties shall be at their risk and undersigned is not responsible to others for any loss resulting therefrom.

Dated this the 16th day of August, 2013

Job No AUS-344-07

TRI-TECH SURVEYING COMPANY, L.P.

Formerly Point-Line Services, Inc.
Formerly D. Seelig Land Surveyors, PC
Formerly Brandt Surveying, PC

WWW.SURVEYINGCOMPANY.COM

3802 Manchaca Road
Austin, Texas 78704

Phone: (512) 440-0222
Fax: (512) 440-0224
Phone: (512) 339-0808

DAVID BELL, R.P.L.S. 3994

Ronald C. Roche, P.E.



3108 Brass Buttons Trails
Austin, Texas 78734
(713) 775-4715
rrocherr@yahoo.com

8/28/2013

Paul Scoggins
Travis County
Transportation and Natural Resources
700 Lavaca Street
PO Box 1748
Austin, Tx. 78767

Re: Vacating Public Utility Easement for Lot 137

Mr. Scoggins:

I am requesting to Vacate the five (5) foot Public Utility Easement on the South side for Lot 137 in order to build a garage on the slab that has been there for over twenty five (25) years undeveloped. The slab is 3-1/2 inches off of the property line of the south end of Lot 137.

I have received releases from the other utility companies and now need one from Travis County. Please review all of the supporting documents in order to obtain your release.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Roche".

Ronald C. Roche, P.E.
E-mail: rrocherr@yahoo.com



PA ✓ 1105
Bank of Amer.

Reviewed by: OK
[Signature]



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

UTILITY EASEMENT RELEASE APPLICATION

Date: 7-10-09

A release of the following utility easement(s) is hereby requested.
(\$25.00 fee is required)

Property Address: 3110 Brass Buttons Trail
Legal Description: Apache Shores First Installment
Lot 137

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Catherine R. Roche
Address: 3108 Brass Buttons Trl.
Austin, TX. 78734

Reason for Request: would like to finish building
the garage (slab was there when I purchased
the property)

Water District 17 DOES NOT have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 DOES have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

[Signature]

Signature _____ Date _____

Deborah S. Gernes _____

Printed Name

General Manager _____

Title

Please return this completed form to:

Catherine Roche

Name

Phone: 512-797-7767

3108 Brass Buttons Trl.

Address

Fax: _____

Austin, TX. 78734

City/State/Zip





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GEBELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-0993
FAX (512) 854-4887

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3110 Brass Buttons Trail (address) and/or Apache shores First Installment Lot 137 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Request approved only between the 5' Public Utility Easement along the rear and the 10' Public Utility Easement along Brass Buttons Trail.

Judith E. Fowler
Signature
JUDITH E. FOWLER
Printed Name
PROCESS MANAGER
Title
AUSTIN ENERGY
Utility Company or District
9/12/07
Date

Please return this completed form to:

Cathie Roche (2649469)
Name
3108 Brass Buttons Trail
Address
Austin, Texas 78734
City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

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

Lot 137, Apache Shores, First Installment, Deed of record in Volume 12580, Page 647, Property Records of Travis County, Texas

Said land of GRANTEES being subject to:

Public utility easement recorded in Volume 43, Page 29, Plat Records of Travis County, Texas,

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

The 5 foot PUE on the South property line of said Lot 137, described above, adjacent to the common property line of Lot 138, of said Subdivision,

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 10th day of JULY, 2009.

SOUTHWESTERN BELL TELEPHONE COMPANY

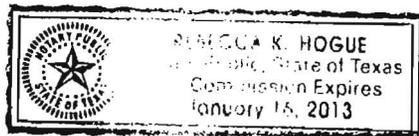
Name : STEVE FOUGERON

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

Given under my hand and seal of office this the 10th day of JULY, 2009.



Notary Public in and for the State of TEXAS
My Commission Expires JAN. 15, 2013

NPS 512 206 3910
Nancy LeMieux

512-266-3910

p.3



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH R. GEBELMAN, EXECUTIVE MANAGER

411 West 13th Street
Empulsio Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 684-6000
FAX (512) 684-4887

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3110 Brass Buttons Trail (address) and/or Apache shares First installment Lot 137 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

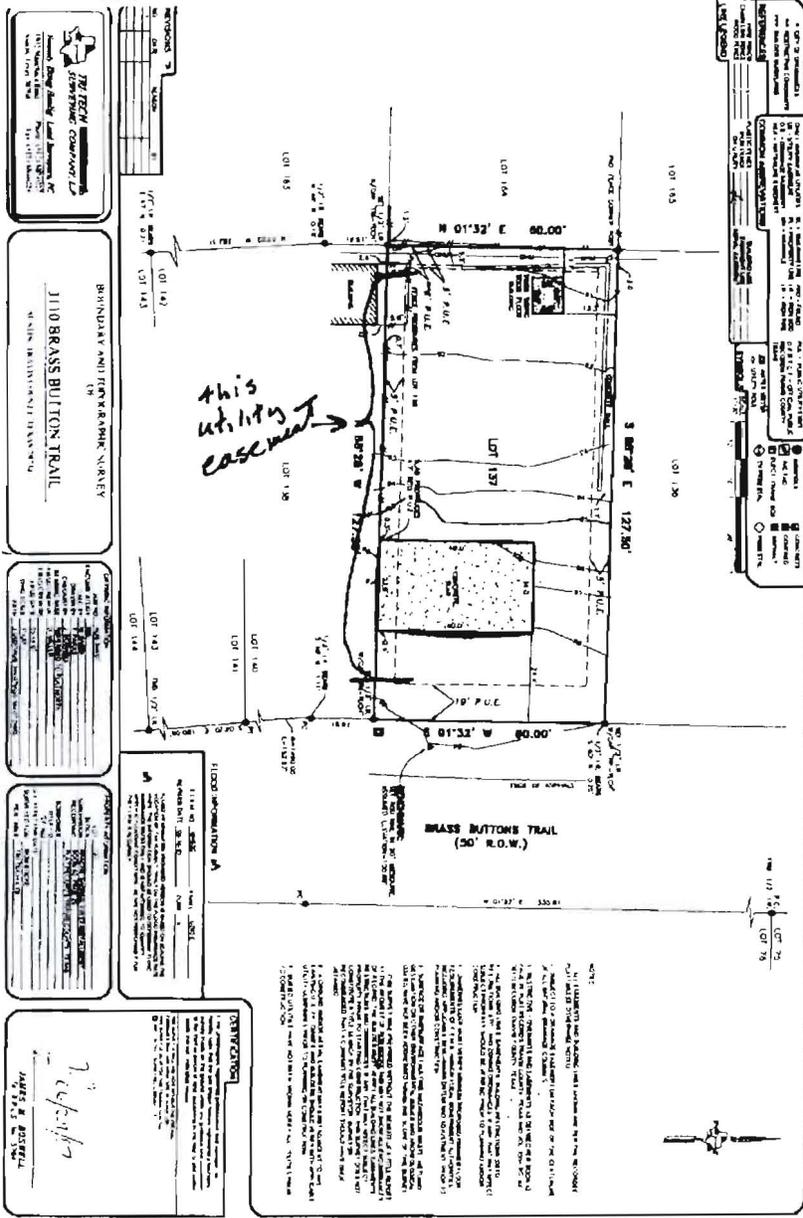
We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature
Laurie Schumpert
Printed Name
Designer
Title
Time Warner Cable - Austin
Utility Company or District
September 4, 2007
Date

Please return this completed form to:

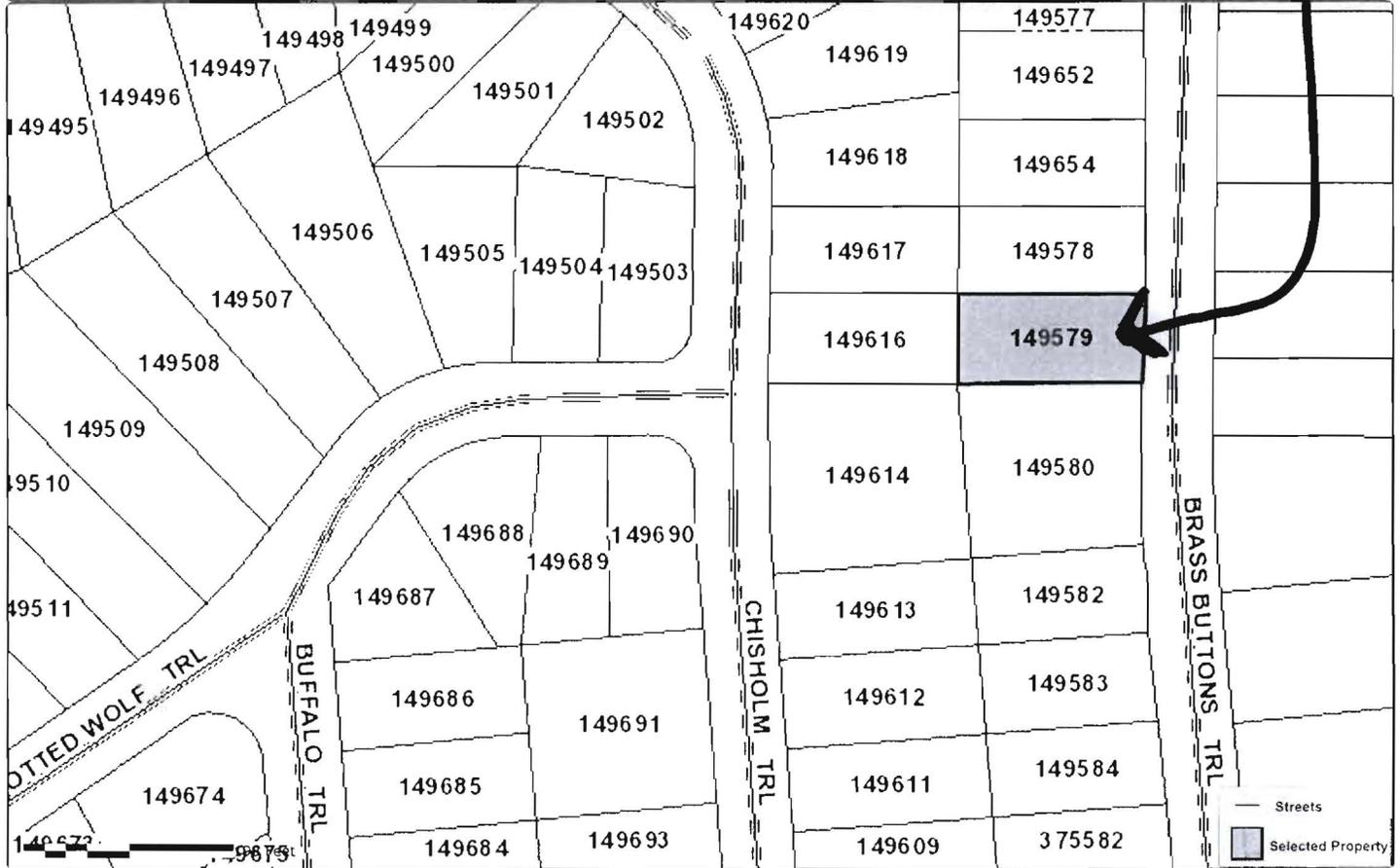
Cathie Roche
Name
3108 Brass Buttons Trail
Address
Austin, Texas 78734
City/State/Zip



3110 Brass Buttons Trail

Lot 137

Travis CAD - Map of Property ID 149579 for Year 2013



Property Details

Account

Property ID: 149579
 Geo ID: 0147550318
 Type: Real
 Legal Description: LOT 137 APACHE SHORES FIRST INSTALLMENT

Location

Situs Address: 3110 BRASS BUTTONS TRL TX
 Neighborhood: APACHE SHORESS(Obsolete-MERGED INTO R4120)
 Mapsco: 490R
 Jurisdictions: 0A, 03, 07, 2J, 52

Owner

Owner Name: ROCHE RONALD C
 Mailing Address: , 3108 BRASS BUTTONS TRL, , AUSTIN, TX 78734-2406

Property

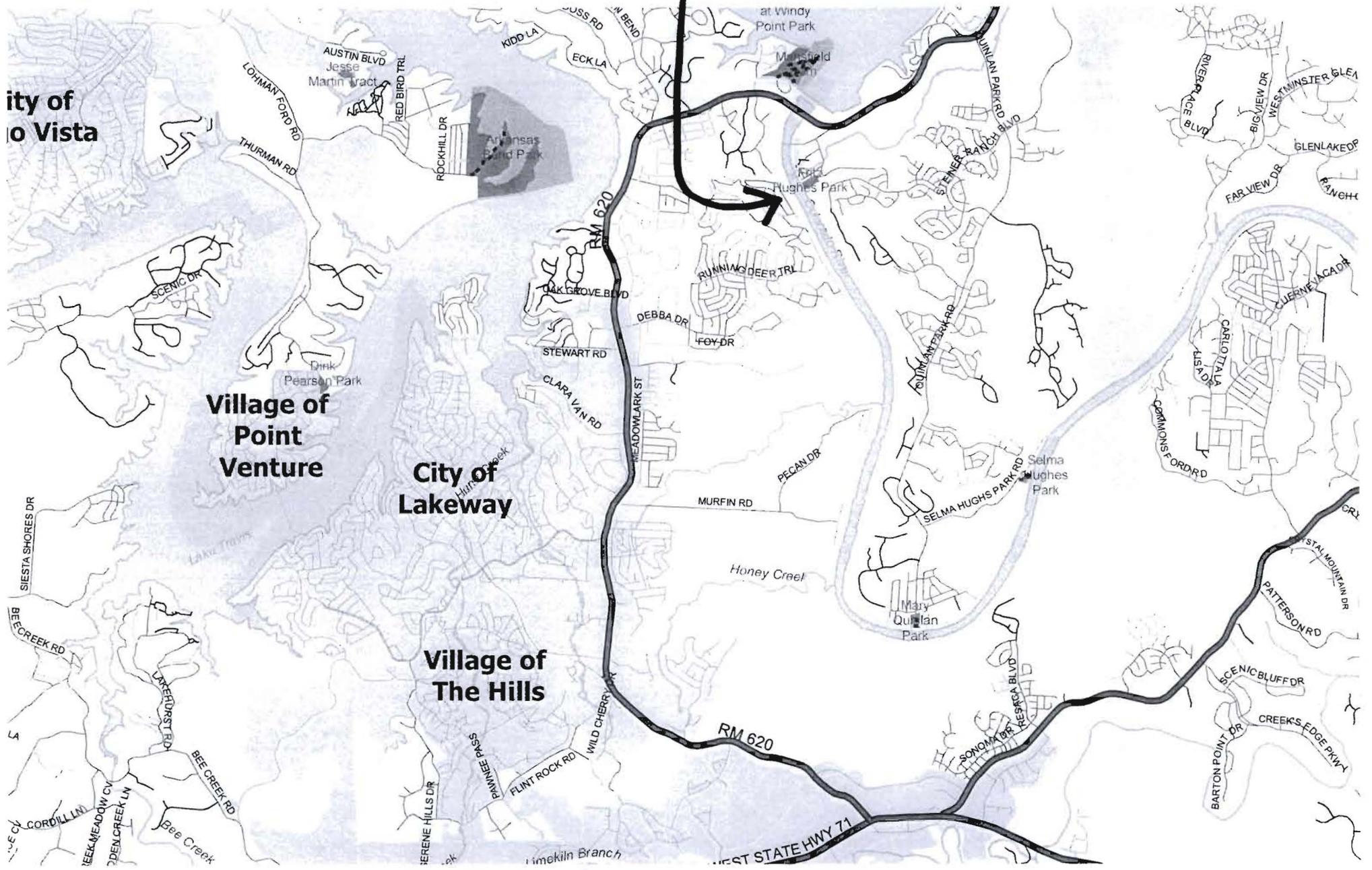
Appraised Value: \$28,506.00

<http://propaccess.traviscad.org/Map/View/Map/1/149579/2013>

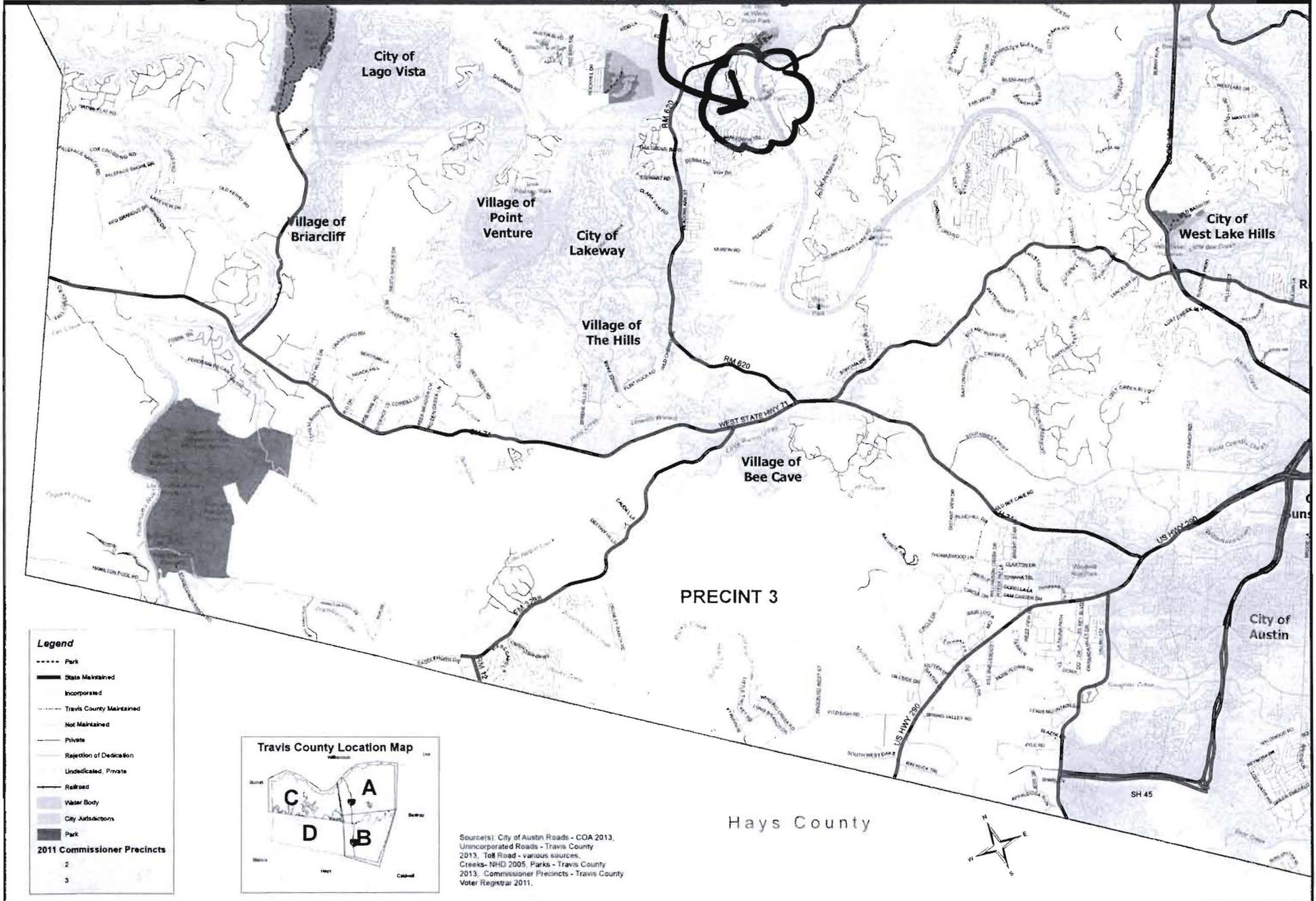
powered by
PropertyACCESS
www.trueautomation.com

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Site Area



Site Area



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D



Map Prepared by Travis County, Dept. of Transportation & Natural Resources. Date: 5/21/2013



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By: David Greear, Engineer Senior **Phone #:** (512) 854-7650

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works
Director of Road and Bridge Maintenance

A handwritten signature in blue ink, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, October 15, 2013 to receive comments regarding contraflow operations on Moore Road from Burkland Farms Road to SH 130 with regards to post event traffic operations of the Formula One Grand Prix November 15-17, 2013 in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Circuit of the Americas (CoTA) has submitted a transportation plan for the 2013 Formula One Grand Prix that summarizes their approach for getting 120,000 spectators to and from the race. The plan includes different modes and routes of transportation including the use of contraflow operations on Moore Road. Post event on November 15th, 16th, and 17th, CoTA plans to utilize both lanes on Moore Road and send all traffic westbound from Burkland Farms Road to SH 130 from 12:00pm to 7:00pm. All traffic control setup and traffic control officers will be the responsibility of CoTA. See attached traffic control plans in the back-up materials.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of contraflow operations.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

All costs for developing and implementing the Transportation Plan are borne by CoTA.

ATTACHMENTS/EXHIBITS:

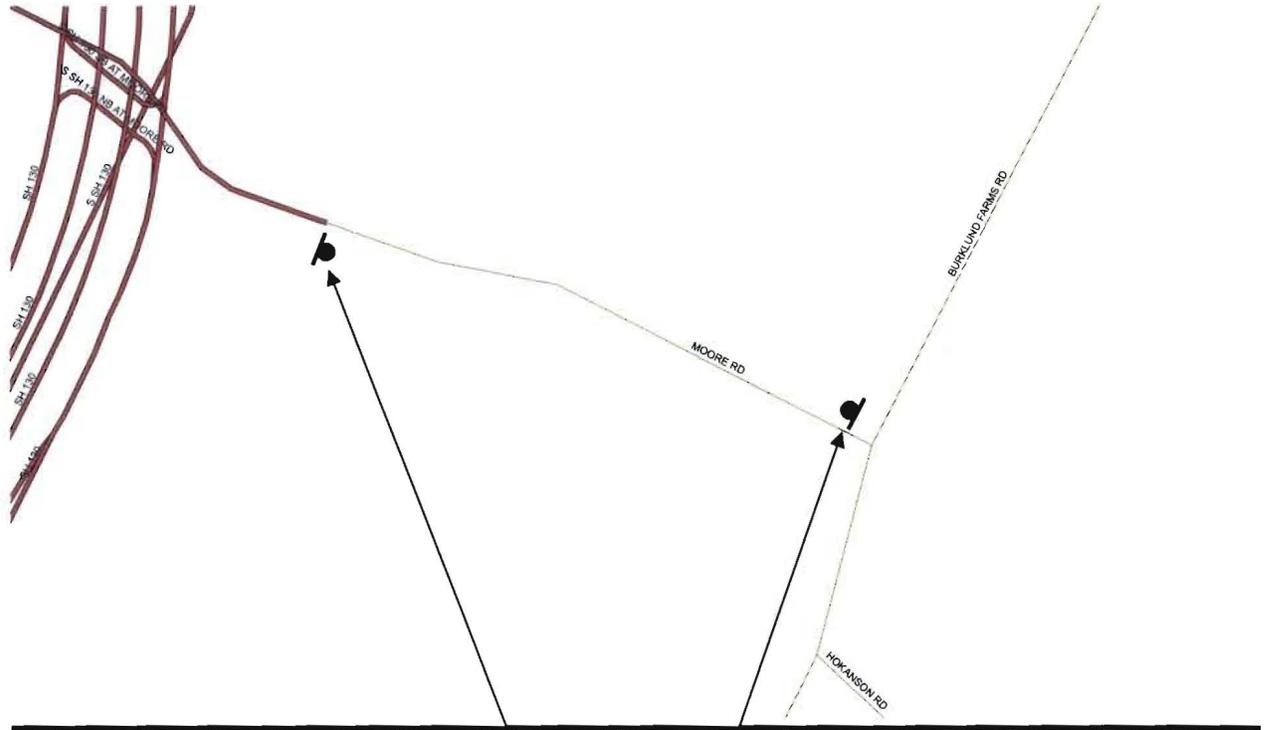
Transportation Plan
Affidavit of Posting

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

CC:

ESD #11 512-243-3477	TCSO Dispatch 512-974-0845	Stephanie Jensen COA Public Safety GIS, (512-974-6446)	
Michael Hemby TCSO Planning			

: :
0101 - Administrative -



NOTICE OF PUBLIC HEARING

OCTOBER 15, 2013 AT 9:00 AM.

CONCERNING CONTRA-FLOW OPERATIONS
ON MOORE ROAD FOR THE
FORMULA ONE GRAND PRIX
NOVEMBER 15-17, 2013

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN, TX

FOR ADDITIONAL INFORMATION CALL 512-854-7650

Public Notice sign posted on Westbound Moore Road just west of SH130.

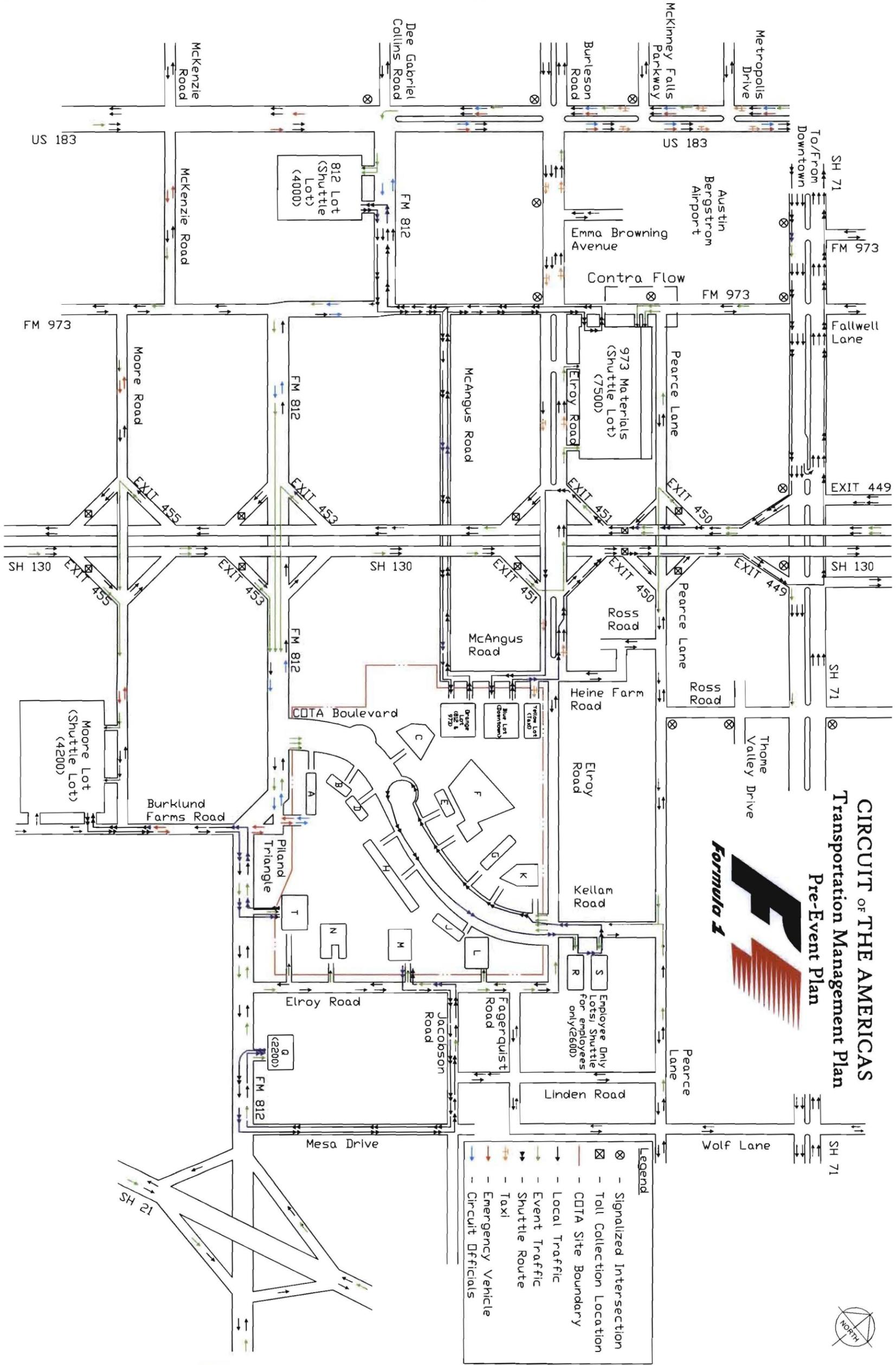


Public Notice sign posted on Eastbound Moore Road just east of Burkland Farms Road.



DRAFT 9.19.2013

Plotted By Araque, Santiago Sheet Set Kha Layout Pre_1 September 19, 2013 09:46:25am K:\AUS_TPT\069229101 - CoTA\F1\2013\CADD\Sheets\Sheets_Used\Conceptual_TMP_4_5.dwg
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CIRCUIT OF THE AMERICAS
Transportation Management Plan
 Pre-Event Plan



Legend

- ⊗ - Signalized Intersection
- ⊗ - Toll Collection Location
- ⊗ - CoTA Site Boundary
- - Local Traffic
- - Event Traffic
- - Shuttle Route
- - Taxi
- - Emergency Vehicle
- - Circuit Officials

PRE-EVENT
TRAFFIC CONTROL PLAN
 PREPARED FOR

 AUSTIN TEXAS

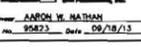
SHEET NUMBER
4

PRE-EVENT
SCHEMATIC



KHA PROJECT
 069229101
 DATE
 SEPT. 2013
 SCALE AS SHOWN
 DESIGNED BY AWN
 DRAWN BY SAA
 CHECKED BY KHA

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.

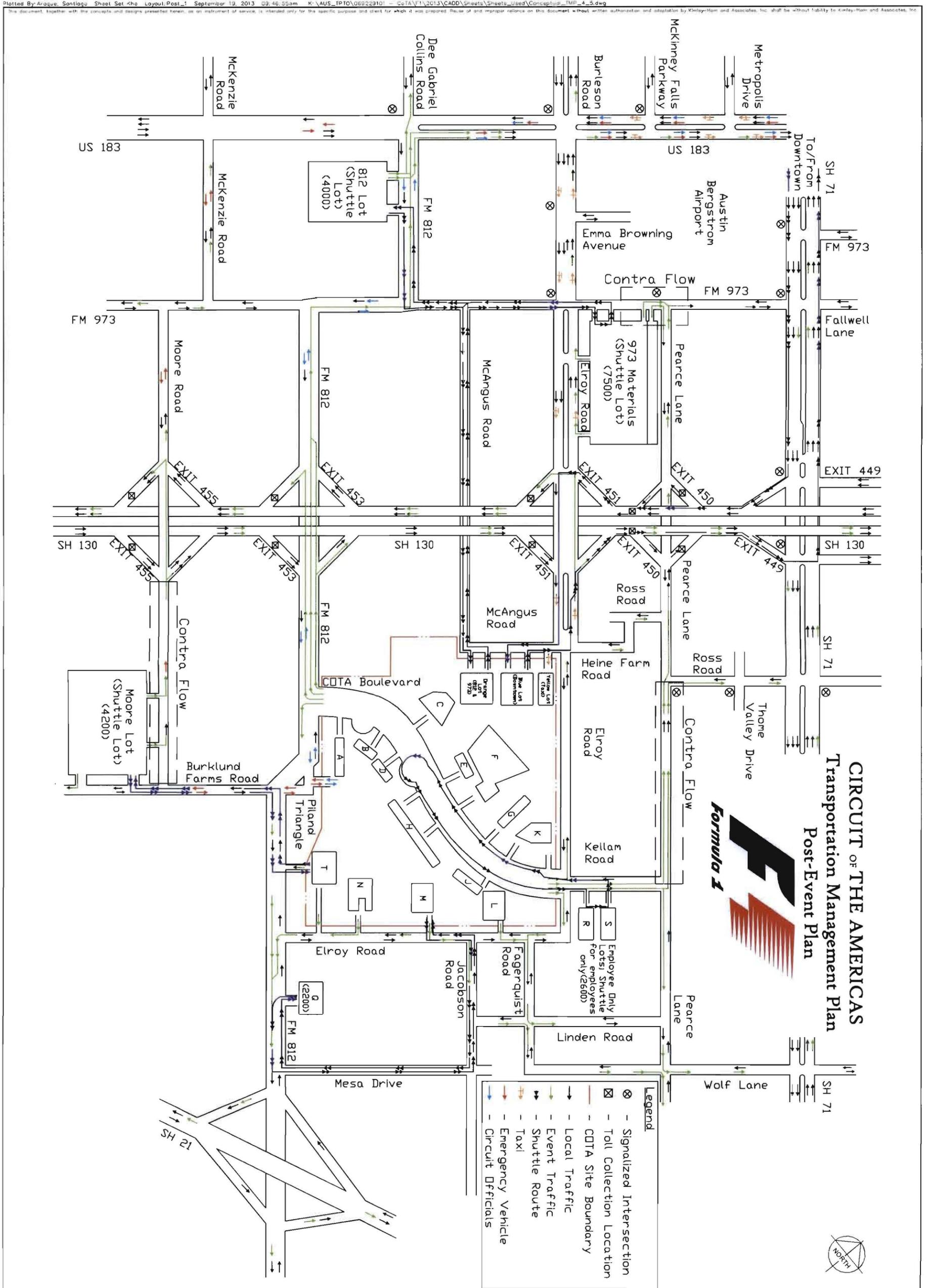

 ANTHON W. NATHAN
 P.E. No. 95623 Date 09/19/13

 **Kimley-Horn and Associates, Inc.**

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 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928

No.	REVISIONS	DATE	BY

DRAFT 9.19.2013



CIRCUIT OF THE AMERICAS
Transportation Management Plan
Post-Event Plan



- Legend**
- ⊗ - Signalized Intersection
 - ⊠ - Toll Collection Location
 - - - COTA Site Boundary
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 - - Event Traffic
 - - Shuttle Route
 - - Taxi
 - - Emergency Vehicle
 - - Circuit Officials



<p>POST-EVENT TRAFFIC CONTROL PLAN PREPARED FOR AUSTIN TEXAS</p>	<p>POST-EVENT SCHEMATIC </p>	<p>KHA PROJECT 069229101 DATE SEPT. 2013 SCALE AS SHOWN DESIGNED BY AWN DRAWN BY SAA CHECKED BY KHA</p>	<p>PRELIMINARY FOR REVIEW ONLY Not for construction purposes Engineer: AARON M. NATHAN P.E. No. 05823 Date: 09/18/13</p>	<p> Kimley-Horn and Associates, Inc. © 2012 KIMLEY-HORN AND ASSOCIATES, INC. 12750 MERIT DRIVE, SUITE 1000, DALLAS, TX 75251 PHONE: 972-770-1300 FAX: 972-239-3820 WWW.KIMLEY-HORN.COM TX F-828</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 60%;">REVISIONS</th> <th style="width: 15%;">DATE</th> <th style="width: 20%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	REVISIONS	DATE	BY												
No.	REVISIONS	DATE	BY																		



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By: David Greear, Engineer Senior **Phone #:** (512) 854-7650

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works
Director of Road and Bridge Maintenance

Carol B. [Signature]

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, October 15, 2013 to receive comments regarding contraflow operations on Pearce Lane from Ross Road to Kellam Road with regards to post event traffic operations of the Formula One Grand Prix November 15-17, 2013 in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Circuit of the Americas (CoTA) has submitted a transportation plan for the 2013 Formula One Grand Prix that summarizes their approach for getting 120,000 spectators to and from the race. The plan includes different modes and routes of transportation including the use of contraflow operations on Pearce Lane. Post event on November 15th, 16th, and 17th, CoTA plans to utilize both lanes on Pearce Lane and send all traffic westbound from Kellam Road to Ross Road from 12:00pm to 7:00pm. All traffic control set-up and traffic control officers will be the responsibility of CoTA. See attached traffic control plans in the back-up materials.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of contraflow operations.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

All costs for developing and implementing the Transportation Plan are borne by CoTA.

ATTACHMENTS/EXHIBITS:

Transportation Plan
Affidavit of Posting

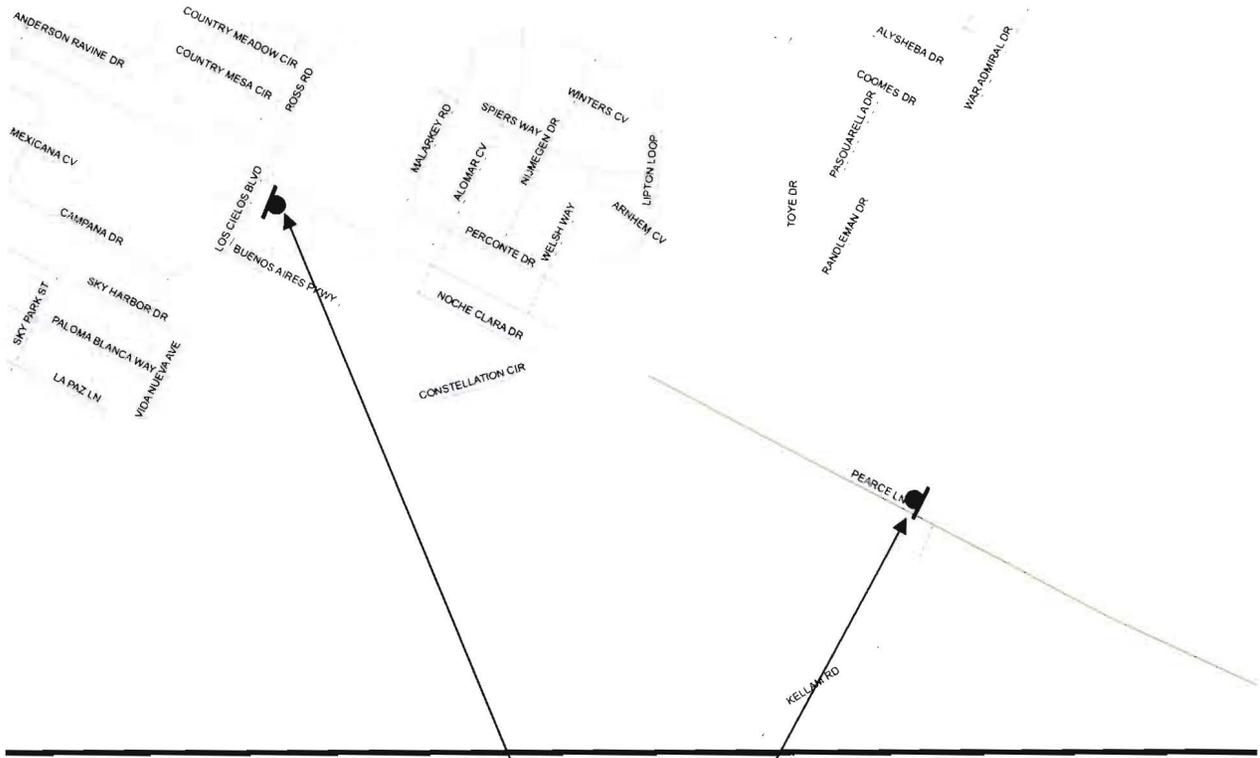
REQUIRED AUTHORIZATIONS:

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

CC:

ESD #11 512-243-3477	TCSO Dispatch 512-974-0845	Stephanie Jensen COA Public Safety GIS, (512-974-6446)	
Michael Hemby TCSO Planning			

: :
0101 - Administrative -



NOTICE OF PUBLIC HEARING

OCTOBER 15, 2013 AT 9:00 AM.

CONCERNING CONTRA-FLOW OPERATIONS
ON PEARCE LANE FOR THE
FORMULA ONE GRAND PRIX
NOVEMBER 15-17, 2013

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN, TX

FOR ADDITIONAL INFORMATION CALL 512-854-7650

Public Notice sign posted on Westbound Pearce Lane just west of Kellam Road.



Public Notice sign posted on Eastbound Pearce Lane just east of Ross Road.





TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., County Executive
700 Lavaca Street
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

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

Public notices of Public Hearing for Contra-Flow Operations were posted on

September 18, 2013 at TWO locations on PEARCE LANE,

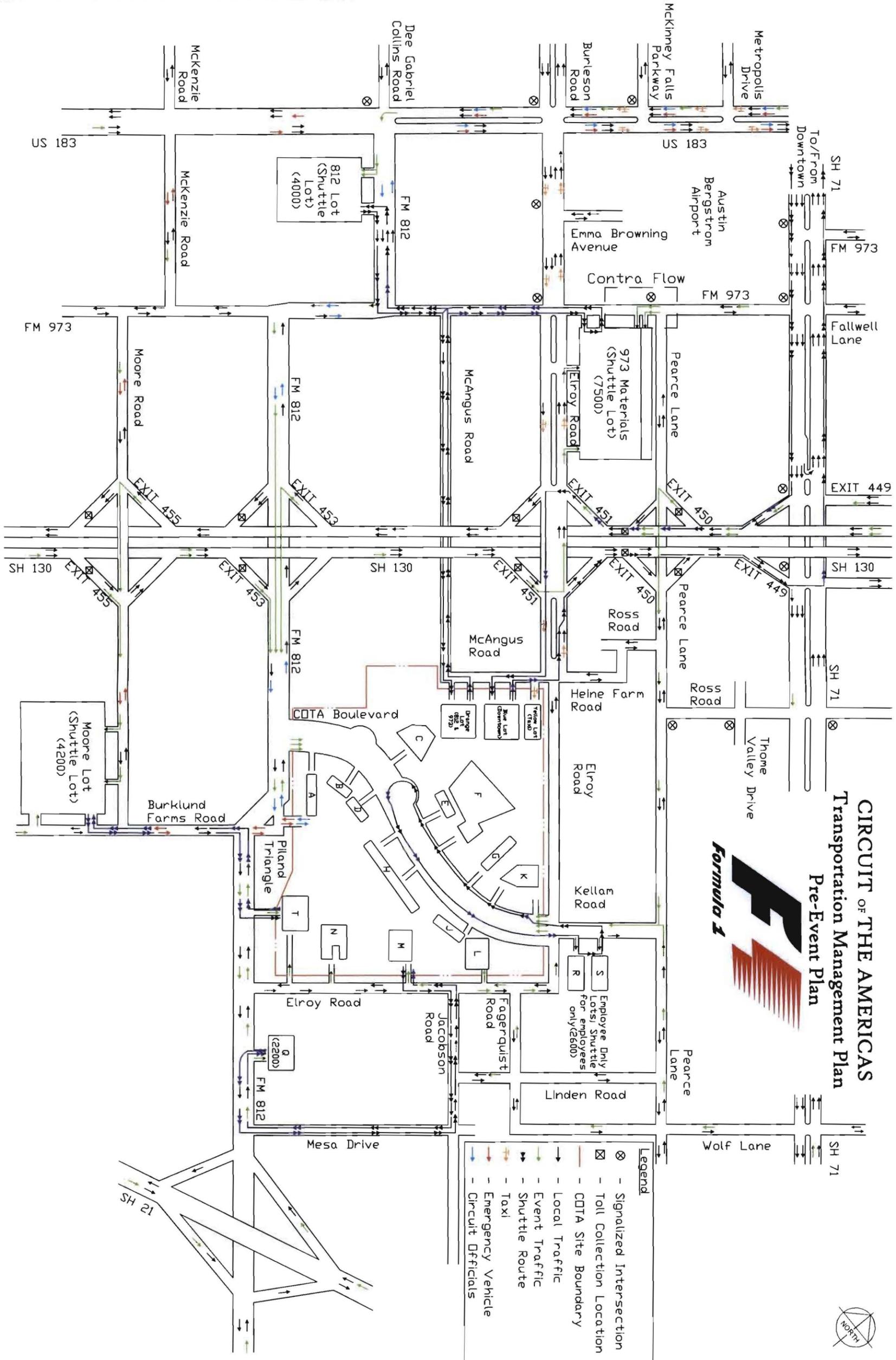
this location being as near as practical to the area being affected.

CERTIFIED THIS THE 18 DAY OF September 2013.
(date) (month)

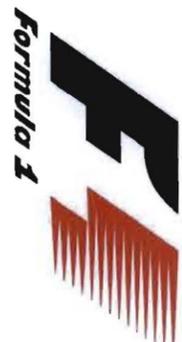
SIGNATURE: Jaime Garcia
NAME (print): Jaime Garcia
TITLE: TNR/R&B Supervisor

DRAFT 9.19.2013

Plotted By: Aracelis Santiago Sheet Set: Kho Layout: Pre_1 September 19, 2013 09:46:25am K:\AUS_TPTD\069229101 - CoTA\FI\2013\CADD\Sheets\Sheets_Used\Conceptual_TMP_4_5.dwg
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CIRCUIT OF THE AMERICAS
Transportation Management Plan
Pre-Event Plan



- Legend**
- ⊗ - Signalized Intersection
 - ⊠ - Toll Collection Location
 - - - COTA Site Boundary
 - - Local Traffic
 - - Event Traffic
 - - Shuttle Route
 - - Taxi
 - - Emergency Vehicle
 - - Circuit Officials

PRE-EVENT TRAFFIC CONTROL PLAN
 PREPARED FOR

 AUSTIN TEXAS

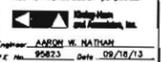
SHEET NUMBER
4

PRE-EVENT SCHEMATIC



KHA PROJECT 069229101
 DATE SEPT. 2013
 SCALE AS SHOWN
 DESIGNED BY AWN
 DRAWN BY SAA
 CHECKED BY KHA

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.



Prepared by: ARACELIS SANTIAGO
 Date: 09/18/13
 Project No.: 069229101

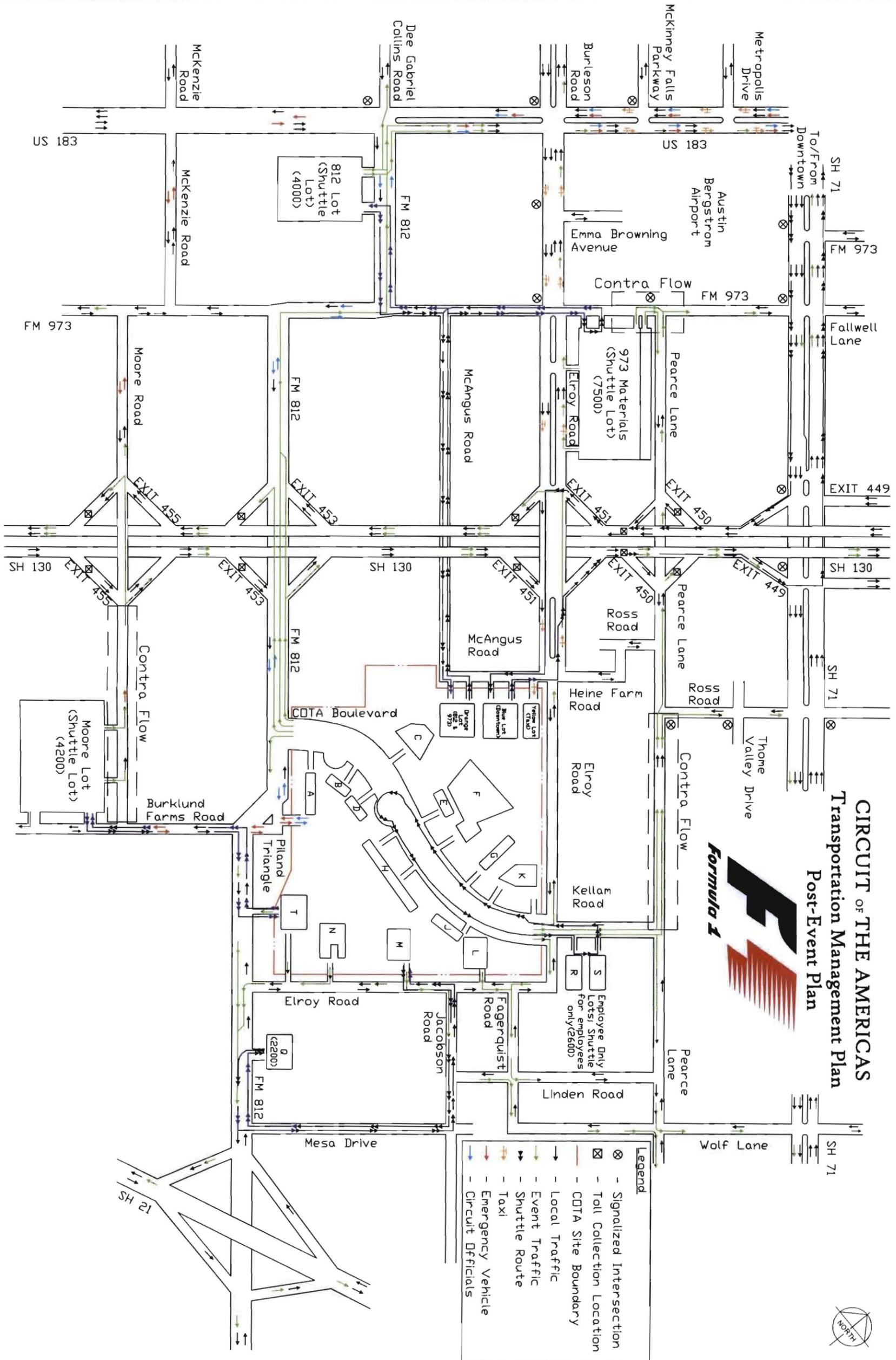
Kimley-Horn and Associates, Inc.

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 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928

No.	REVISIONS	DATE	BY

DRAFT 9.19.2013

Plotted By: Araque, Santiago Sheet Set: Kha Layout Post 1 September 19, 2013 09:46:55am K:\AUS_TPT0\069229101 - COTA\F1\2013\CADD\Sheets\Sheets_Used\Conceptual_TMP_4_5.dwg
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CIRCUIT OF THE AMERICAS
Transportation Management Plan
Post-Event Plan



- Legend**
- ⊗ - Signalized Intersection
 - ⊗ - Tail Collection Location
 - ⊗ - COTA Site Boundary
 - - Local Traffic
 - - Event Traffic
 - - Shuttle Route
 - - Taxi
 - - Emergency Vehicle
 - - Circuit Officials

POST-EVENT TRAFFIC CONTROL PLAN
 PREPARED FOR
CIRCUIT OF THE AMERICAS
 AUSTIN TEXAS

POST-EVENT SCHEMATIC

KHA PROJECT 069229101
 DATE SEPT. 2013
 SCALE AS SHOWN
 DESIGNED BY AWN
 DRAWN BY SAA
 CHECKED BY KHA

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 WWW.KIMLEY-HORN.COM TX F-928

No.	REVISIONS	DATE	BY



Travis County Commissioners Court Agenda Request

Meeting Date: 10/1/2013

Prepared By/Phone Number: BRYON CURTIS, Office Manager Pct.2
EXT:46372

Elected/Appointed Official/Dept. Head:
ADAN BALLSTEROS, Constable Pct.2 EXT:44510

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Receive FY13 State Forfeited Property Account Budget from Travis County Constable Pct.2 in accordance with Article 59.06(d) of The Texas Code of Criminal Procedures.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

County Constable Pct.2 is submitting its FY13 State Forfeited Property Account Budget in accordance with a statutory requirement. No Commissioner's Court Action is required.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: NONE.

REQUIRED AUTHORIZATIONS: Submission of the budget to the Court is required per Article 59.06(d) of The Texas Code of Criminal Procedures.

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.



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418

Phone: (512) 854-9697 Fax : (512) 854-9196



Memorandum

TO: Travis County Judge and Commissioners

FROM: Bryon Curtis, Office Mgr. Constable Pct.2

DATE:09/25/2013

SUBJECT: FY2013 State Forfeited Property Account Budget

Attached is the FY2013 budget for the Travis County Constable's Office Pct. 2 State Forfeited property account. This budget is being submitted in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedure.

Cc: Adan Ballesteros, Constable
George Morales, Chief Deputy
David Jungerman, Auditors Office
Jim Connolly, County Atty. Office

**Travis County Constables Office Pct. 2
State Forfeiture Account Budget for FY13**

Expenditure Category	<u>Proposed Budget</u>
Law Enforcement Equipment And Supplies (To Include Capital Equipment)	\$1,778.36
Total	<u>\$1,778.36</u>



**Travis County Commissioners Court Agenda Request
Travis County Health Facilities Development Corporation**

Meeting Date: October 1, 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 \$540.00 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.



Printed 09-26-13 @ 4:35 pm

HRMID

Human Resources Management Department

700 Lavaca Street Ste. 420



P.O. Box 1748



Austin, Texas 78767



(512) 854-9165 / FAX (512) 854-6677

September 6, 2013

TO: Andrea Shields, Corporations Administrator

FROM: John Rabb, HR Manager II

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 9 days, 18 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:

Elizabeth Sherman \$ 540.00 (18 sessions @\$30)

Please let me know if you need additional information.

