



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, July 22, 2014

**Prepared By/Phone Number:** Madison A. Gessner (4-9333)

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

### **AGENDA LANGUAGE:**

Update the Court on the success of the July Food Drive to benefit the Emergency Food Pantry at Palm Square

**BACKGROUND/SUMMARY OF REQUEST:** Commissioner's Court staff driven initiative to collect nonperishable food goods to benefit the Palm Square Food Pantry and help engage the Travis County employees of the 700 Lavaca Building in a drive to help those in need within Travis County.

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**ATTACHMENTS/EXHIBITS:** Flyer for the Drive

**REQUIRED AUTHORIZATIONS:** N/A

# *Have a Care, Give a Can*

Please Join the Commissioner's Court Staff  
for **the month of July** in a nonperishable  
food drive to benefit the Travis County  
Food Pantry at Palm Square.



## ***Good Things to Donate:***

- Canned Meats
- Peanut Butter
- Canned Vegetables
- Canned Fruits
- Canned Milk
- Beans
- Pasta
- Other packaged nonperishable goods

## **DROP OFF:**

**BREAK ROOM ON THE 2'ND FLOOR-**

**FACILITIES HAS KINDLY PROVIDED A CONTAINER FOR THE GOODS.**

## **QUESTIONS?**

Contact Madison Gessner in Commissioner Daugherty's Office (512) 854-9333 or [Madison.gessner@co.travis.tx.us](mailto:Madison.gessner@co.travis.tx.us)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By:** Dan Chapman **Phone #:** 512-263-9114

**Division Director/Manager:** Charles Bergh, Parks Division Director

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action regarding approval of **Agricultural Leases on Parks/Open Space tracts** in Precincts One

### BACKGROUND/SUMMARY OF REQUEST:

In April 2013, Court approved two Agricultural Leases for tracts that the county had acquired for the proposed Gilleland Creek Greenway trail. Both relationships have proven to be beneficial for both the county and the lessees. Now, three additional potential lease tracts have become available for lease purposes:

- Holley tract (Fritsch Lease Agreement Exhibit A: 67 acres on Decker Lake Road)
- Hubbard tract (Wenzel Lease Agreement Exhibit A: 88 acres on Gregg Manor) Road
- Killingsworth Tract (Wenzel Lease Agreement Exhibit B: 20 acres on Cameron Road)

Similar to the two tracts that were the subject of the 2013 approval, these three tracts have been used historically for agricultural purposes up until county acquisition. The Hubbard tract conveyed to the county with an Agricultural Lease (between the former property owner and Amos Wenzel) in place that has since expired; however, the son of the historic lessee is interested in continuing the relationship with the county. The family has adjoining property and had grazed cattle on the Hubbard tract for at least 25 years. The Wenzel family has also raised hay and grazed cattle on a portion of the Killingsworth tract for over 30 years. They too, had a lease with the former owner of the tract.

The Holley tract has been mowed for hay by Charles Fritsch for at least 10 years. Mr. Fritsch owns land just across the road from the tract had a "gentleman's agreement" with the former property owner. Mr. Fritsch wishes to continue a similar mowing relationship with the county.

### STAFF RECOMMENDATIONS:

Staff recommends approval of the two Agricultural Leases.

## **ISSUES AND OPPORTUNITIES:**

The potential lessees have been using the tracts for years. Upon inspection of the tracts subsequent to county purchase, staff determined that the use has been beneficial, and has resulted in improved land management. Several advantages exist from having lessees: (1) continuing beneficial land management practices, which frees up county staff time and responsibilities; (2) lessee maintenance of fences and facilities, (3) lessee regular visits to the tracts which will provide for increased security; and (4) a continuing relationship with historic users who are supportive of the county's plans for the tracts. Regular grazing and mowing (Mr. Fritsch uses the hay solely to feed his personal livestock) will also help mitigate wildland fire danger through a reduction in fuel loads.

In discussions regarding the 2013 leases, Court questioned why the leases were not subjected to a public bid process. The County Attorney's Office did some research and determined that since the leases are revenue-generating, they do not have to go out for bid; citing Texas Local Government Code 320.001 and 320.004. As stated above, Travis County Park staff feel that continuing the relationship with the historic users is beneficial to the potential lessees and to the county.

Court, in 2013, also requested information regarding how Park staff arrived at the cost per acre lease amount (\$8/acre/year). Park staff spoke with numerous sources, including the AgriLife Extension Service, the Farm Service Agency and Travis County Sheriff's Office Estray Units, all who have knowledge of relevant pricing all over the county. The sources stated that farm/ranch land in eastern Travis County typically leases for \$6.00 - \$30.00/acre, depending on the quality of the soil, quality and type of forage, type of grass for mowing/harvesting and the terms of the lease (most importantly, if the lessee maintains fencing when grazing livestock, which is a requirement under county leases). It was determined that these tracts are not of the highest quality and decided that \$8.00/acre was a reasonable amount.

Mr. Fritsch will be working all 67 acres of the Holley tract.

Mr. Wenzel will be working all 88 acres of the Hubbard tract and 20 acres of the Killingsworth tract.

Both potential lessees have signed the Lease Agreement prepared and approved by Parks, the County Attorney's Office, and Risk Management.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The lessees will pay rent in accordance with their respective lease agreements. Total yearly income from the two tracts is \$1400.00 (Holley = \$536, Hubbard = \$704, and Killingsworth = \$160). First year's rent will be prorated from date of Court approval.

**ATTACHMENTS/EXHIBITS:**

Charles Fritsch Lease Agreement  
Holley Lease Agreement Exhibit A  
Darrell Wenzel Lease Agreement  
Hubbard Lease Agreement Exhibit A

**REQUIRED AUTHORIZATIONS:**

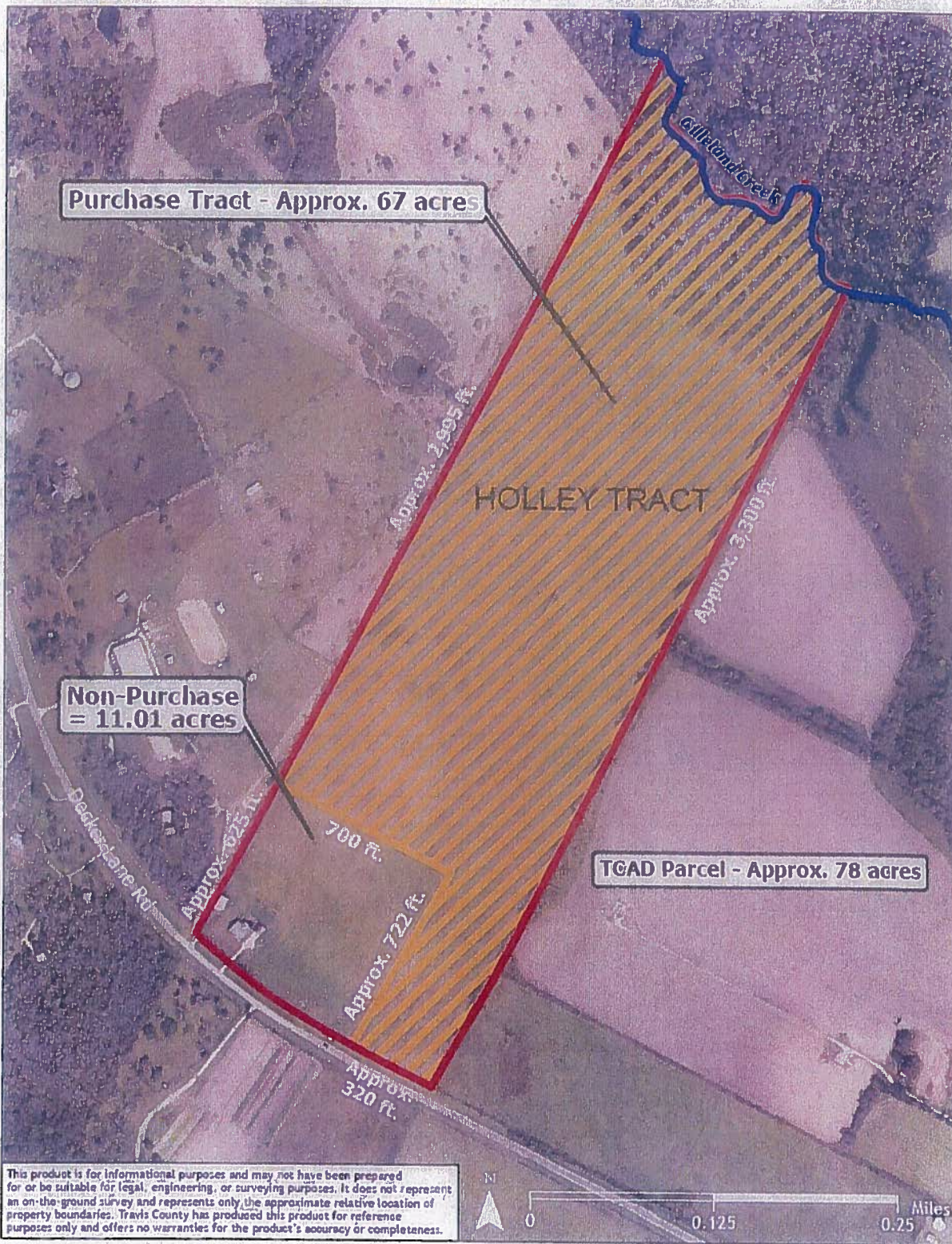
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steve Manilla	County Executive	TNR	(512) 854-9429
Christopher Gilmore	Assistant County Attorney	County Attorney's Office	(512) 854-9455
William Paterson	Risk Manager	HRMD/Risk Management	(512) 854-9650
Charles Bergh	Parks Director	TNR	(512) 854-9408
Robert Armistead	Parks Division Manager	TNR	(512) 854-9831

**CC:**

Tim Speyrer	East District Parks Manager	TNR	(512) 854-7218
Dan Chapman	Chief Park Ranger	TNR	(512) 263-9114

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**0701 - Parks Planning -**

# Fritsch Lease Agreement Exhibit A





**LEGEND**

- FROM THIS AND ALL OTHER PLATS THE BOUNDARIES OF SAID TRACTS SHALL BE DETERMINED
- △ REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS



JOHN BURLINSON SURVEY NO. 33

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE	BEARING
1	N 10° 25' 20" E	3504.49 FT	
2	N 28° 05' 09" E	2504.51 FT	
3	N 28° 05' 09" E	2470.29 FT	
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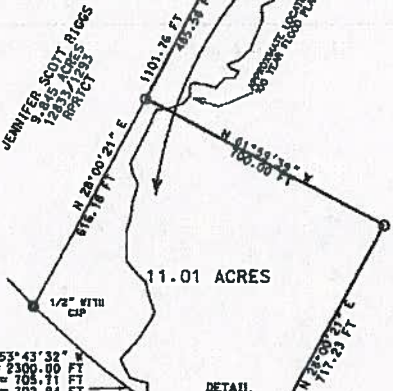
JENNIFER SCOTT RIGGS  
137.722 ACRES  
2003117240  
OPRTCT

CLUB DEAL 120 WHISPER VALLEY,  
LIMITED PARTNERSHIP  
150.533 ACRES  
2006152076  
OPRTCT

66.07 ACRES

JACK M. HOLLEY  
78.86 ACRES  
12723/0301  
RPRTCT

HORNSBY LAND PARTNERS, L.P.  
213.508 ACRES  
2003129632  
OPRTCT



CH = N 53° 43' 32" W  
R = 2390.00 FT  
L = 705.11 FT  
CL = 702.94 FT

DECKER LAKE ROAD  
(100' R.O.W.)

MANVILLE WATER SUPPLY CORPORATION  
22.410 ACRES  
2003198467  
OPRTCT

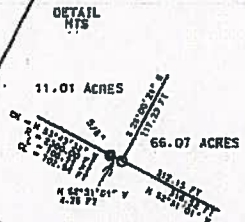
P.O.B. TAYLOR

**NOTICE**  
COORDINATES SHOWN AND BEARING DATA ARE BASED ON THE 1983 NATIONAL PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.  
A FIELDNOTE DESCRIPTION ACCOMPANIES THIS PLAT.

BASED ON INFORMATION PROVIDED BY THE RECORDS TITLE COMPANY, L.P., 11111 W. 14TH ST., SUITE 100, FORT WORTH, TEXAS 76134, THE CITY OF AUSTIN, TEXAS HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT THE CITY OF AUSTIN, TEXAS DOES AFFECT THIS TRACT.

FLOOD PLAIN NOTE FOR INFORMATION PURPOSES ONLY: THIS FLOOD PLAIN MAP IS BASED ON THE ACTUAL LOCATION OF THE FLOOD PLAIN. A PORTION OF THIS TRACT IS WITHIN A 50 YEAR SPECIAL FLOOD HAZARD AREA AS DETERMINED BY AN EVALUATION OF THE FEMA FLOOD INSURANCE RATE MAP NUMBER 13150C0101A AND 13150C0101B, FOR TRAVIS COUNTY, TEXAS, REVISED DATE: SEPTEMBER 26, 2000.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAPS.

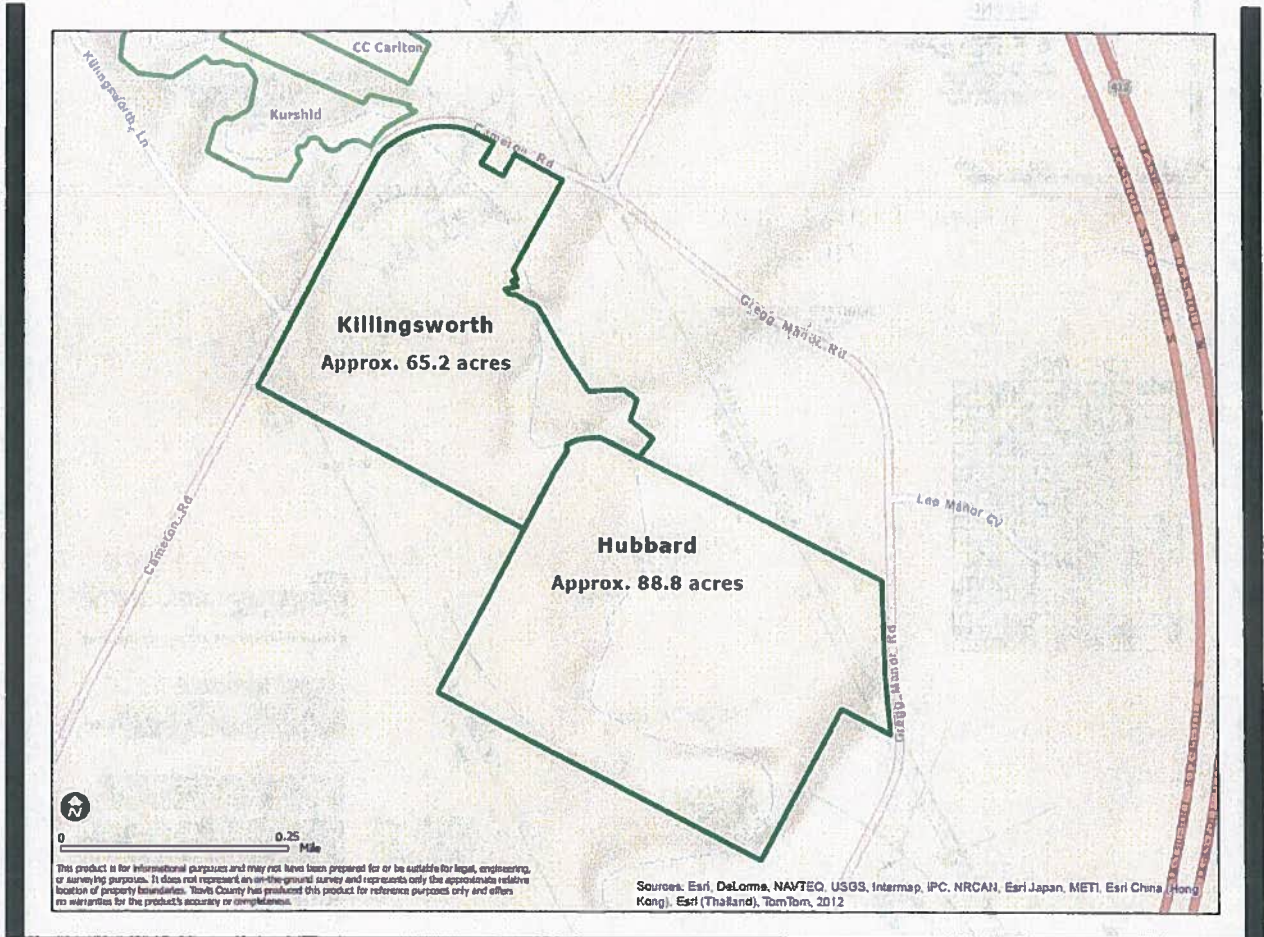


FILED IN THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ON 06/25/14 AT 10:00 AM. PAGE 4 OF 4



SKETCH TO ACCOMPANY FIELD NOTES OF A LAND TITLE SURVEY OF A 66.07 ACRE TRACT, SITUATED IN THE JOHN BURLINSON SURVEY NUMBER 33.

# Wenzel Agricultural Lease Exhibit A





Lessee will be raising hay on the 20 acre smooth gray area of the Killingsworth tract.

Lessee will be grazing all 88 acres of the Hubbard tract.



REPRODUCED FROM THE RECORDS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA. THIS DOCUMENT IS A COPY OF THE ORIGINAL FILED IN THE PUBLIC RECORDS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA. THE ORIGINAL DOCUMENT IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA. THIS DOCUMENT IS A COPY OF THE ORIGINAL FILED IN THE PUBLIC RECORDS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA.

1. The term of this lease shall be for a period of five (5) years, commencing on the first day of January, 2008, and terminating on the first day of January, 2013. The term of this lease shall be extended for an additional five (5) years, commencing on the first day of January, 2013, and terminating on the first day of January, 2018, unless terminated earlier in accordance with the terms of this lease.

2. The rent for the lease shall be \$800 per acre per year, payable in advance on the first day of each year. The total rent for the lease shall be \$7,040 per year, payable in advance on the first day of each year.

3. The lessee shall be responsible for all taxes and assessments levied on the property during the term of this lease. The lessor shall be responsible for all taxes and assessments levied on the property during the term of this lease.

## AGRICULTURAL LEASE

This Agricultural Lease (the "Lease") is made and entered into on the below-indicated date by and between Travis County, a political subdivision of the State of Texas (hereinafter referred to as "Landlord"), and Charles Fritsch (hereinafter referred to as "Tenant").

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the SURFACE ONLY of certain real estate located in Travis County, Texas, the legal description of which is attached hereto as Exhibit "A," being hereinafter referred to as the "Leased Premises."

Tenant represents that Tenant or Tenant's representative has fully inspected the Leased Premises, and Tenant accepts the same in the presently existing condition of the Leased Premises. LANDLORD MAKES NO WARRANTY, AND EXPRESSLY DISAFFIRMS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY REGARDING: (I) ADEQUACY OR USEFULNESS OF ANY IMPROVEMENTS, (II) THE HABITABILITY OF ANY IMPROVEMENTS, (III) THE AVAILABILITY, CONTENT, OR ADEQUACY OF SURFACE OR SUB-SURFACE WATER, (IV) THE CONDITION OR SUITABILITY OF THE FORAGE, GRASSES, SOIL, SUBSOIL, OR LEASED PREMISES GENERALLY, OR (V) THE FITNESS OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE. Tenant recognizes that some or all of the Leased Premises may be subject to flooding. Tenant agrees to immediately locate all underground gas, electric, and other utility lines and to provide such information to Tenant's employees, licensees, invitees, and contractors.

Landlord reserves the right to remove from this lease, without the permission of Tenant, such amount of the Leased Premises as Landlord may determine necessary for purposes other than grazing, and in which event, this Lease shall be cancelled as to the area so designated by Landlord in writing to Tenant, and rent shall be prorated on the basis of the amount of acreage so taken for said purpose or purposes.

2. **Term.** The term of this Lease ("the Terms") shall be from the date Commissioners Court approves the Lease (the "Commencement Date") until January 31, 2017 (the "Termination Date"), unless terminated earlier in accordance with the terms of this Lease.

3. **Rent.** The Rent for the Leases Premises shall be \$8.00 per acre per year ( 67 acres X \$8.00/acre = \$ 536.00 Total Rent) with the first year payable in advance prior to

the Commencement Date and subsequent years payable in advance on each anniversary of the Commencement Date. Any Rent not paid on or before the due date shall bear interest at 5% from the due date until paid. The first year's payment shall be prorated, with the amount payable calculated from the term commencing from the date Commissioners Court approves the Lease and ending on January 31, 2017. Payment shall be remitted to:

Travis County - TNR  
Attn: Zoe Blair  
PO Box 1748  
Austin, TX 78767

4. **Use.** The Tenant shall use the Leased Premises for grazing purposes, dry land hay farming, and uses reasonably incident thereto.

Tenant shall not graze more livestock than recommended by the Travis County AgriLife Extension Service.

5. **No Water Use.** The Tenant shall have no use of the water resources on the Leased Premises.

6. **Advances for Production Costs.** Landlord shall have no obligation to advance, pay, or lend to Tenant any production costs.

7. **Ranch Labor.** Tenant shall pay for all ranch labor or services used on the Leased Premises. All ranch labor shall be the employees of the Tenant and shall at all times be under the supervision and control of Tenant in the details of their work. Tenant shall pay the employer's share of all federal, social security, and all federal and state unemployment compensation taxes. Tenant shall pay all federal and state taxes of whatever sort, including gross receipt taxes, franchise taxes, and all other taxes applicable to Tenant's activities, facilities, employees, and materials used upon the Leased Premises.

8. **Tenant Obligations.** Without otherwise limiting the Tenant's obligations in this Lease, the Tenant shall:

- (a) graze the Leased Premises in a workmanlike manner in accordance with the standards of good agricultural husbandry.
- (b) pay all costs of production and other related expenses on the Leased Premises whether ordinary or extraordinary, direct or indirect. All materials and services provided shall be (1) of first quality, (2) of the type used in operating first class grazing operations in the area, and (3) furnished or provided at such times, in such quantities and in such manner as good agricultural practices dictate;
- (c) pay when due any water, water, sewer, gas, electricity, telephone, or

other utility expenses incurred in connection with the Tenant's use of the Leased Premises, and, upon request, the Tenant will provide the Landlord with copies of any utility bills;

- (d) prevent noxious weeds (as determined by Landlord) from going to seed on the Leased Premises, destroy such weeds and otherwise comply with Governmental Requirements;
- (e) keep the Leased Premises neat and orderly and free from trash or debris, prevent all unnecessary waste, or loss, or damage to the Leased Premises, to the improvements thereon, and to any equipment or other property of Landlord, and repair or pay for the repair of all damage to the Leased Premises or the improvements, equipment, or other property of Landlord other than that resulting from natural wear and tear or that for which Landlord has assumed the risk of loss or repair under this Lease relating to Major Repairs;
- (f) enforce security on the Leased Premises by evicting any trespasser not having a business purpose or carrying written permission from Landlord;
- (g) maintain all fences and gates on the Leased Premises;
- (h) assume all risk of loss to all agricultural equipment, and machinery, and all other personal property of Tenant, Tenant's employees, agents, or invitees. Landlord shall have no obligation to repair or restore any of said property;
- (i) undertake no activity, act, or omission upon the Leased Premises as shall endanger, effect, or terminate part or all of any agricultural exemption on the Leased Premises for the purposes of *ad valorem* taxation;
- (j) pay all taxes on the livestock grazed or raised on the Leased Premises and on Tenant's personal property located on the Leased Premises; and
- (k) keep the Landlord apprised of all unusual activity on the Leased Premises including accidents, spills, vandalism, theft, or casualty damage.

9. **Alterations**. Tenant shall not make, erect, or install nor permit to be made, erected, or installed, any alterations, additions, or improvements to the Leased Premises whether of the character of a Building Improvement or a Land Improvement, or incur any expense for such purposes, without the prior written consent of Landlord. If such consent is given, such additions, alterations, and/or improvements shall meet the standards and requirements of Landlord, of any applicable governmental unit and of power and insurance companies. Tenant shall, after notice to Landlord and compliance with this Lease, make all additions, improvements, alterations, and repairs on the Leased Premises and on and to the improvements and equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of any person, firm, or corporation (public or private). Upon completion of any work for or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractor's statements and supporting

lien waivers) evidencing payment in full for such work.

10. **Preconditions.** Before Tenant commences any repair, replacement, restoration, rebuilding, maintenance, or alterations permitted or required under this Lease, Tenant shall obtain the prior written approval of Landlord and Landlord may require Tenant to submit to Landlord any and all plans and specifications for approval, as well as estimates of the cost of the proposed work, satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering Landlord, builder's risk insurance, and worker's compensation insurance, a performance and payment bond satisfactory in form and substance to Landlord and such other security as Landlord may require to insure the completion of all work free and clear of liens.

11. **Encumbering Title.** Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

12. **Signs.** The Landlord shall be entitled to maintain upon the Leased Premises such signs as the Landlord shall deem necessary and appropriate. The Tenant shall not place any signage upon the Leased Premises except upon prior approval by the Landlord. The Tenant shall be responsible for maintaining in a neat and orderly appearance any signage erected upon the Leased Premises by the Tenant.

13. **Security of Leased Premises.** Tenant will keep all perimeter gates to the Leased Premises closed and locked. Ingress and egress from the Leased Premises shall be at those places designated by the Landlord. Tenant shall not change the Landlord's lock system without permission of the Landlord.

14. **Liens and Indemnification.** Tenant shall not permit the Leased Premises to become the subject of any mechanic's, laborer's, or materialman's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the discretion or sufferance of Tenant. Tenant shall have no authority to place any lien on the Leased Premises, and any attempt to do so will be void and of no effect.

IN THE EVENT THE LEASED PREMISES BECOMES THE SUBJECT OF ANY SUCH LIEN, TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ALL COSTS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY'S FEES) WITH RESPECT THERETO. Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Tenant shall give the Landlord such security as Landlord may deem satisfactory to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the validity of the lien or claim for lien, Tenant shall immediately pay any judgment

rendered, with proper costs and charges, and shall immediately have the lien released and any judgment satisfied.

If Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Landlord may, at its election (but shall not be required to do so), remove or discharge such lien or claim for lien (with the right, in its sole discretion, to settle or compromise the same), and any amounts advanced by Landlord for such purposes shall constitute additional rental due from Tenant to Landlord immediately after any such payment, with interest (except as to said attorneys' fees) at the highest lawful rate, from the date of the advance to the date of repayment by Tenant to Landlord.

15. **Environmental.**

(a) **Limitations on the Use and Handling of Hazardous Materials.** Save in accordance with normal and usual agricultural practices, the Tenant shall not use, and shall not permit any servant, contractor, licensee, employee, agent, or invitee to use any portion of the Leased Premises for the placement, storage, manufacture, disposal, application, or handling of any "Hazardous Materials" (as herein defined). With respect to Hazardous Materials, Tenant shall store, manage, handle, and provide safeguards for the Leased Premises and all persons coming to the Leased Premises in accordance with all rules, regulations, orders, guidelines, and other instructions or directives of the State of Texas, the United States of America, and any political subdivision of either of such governmental entities, or any other governmental entity having authority to regulate such Hazardous Materials. Tenant shall not apply, store, use, transport, handle, or spray any pesticide, preadicide, rodenticide, herbicide, fertilizer, or other agricultural chemical (hereinafter collectively "Agricultural Chemicals") upon the Leased Premises save in accordance with:

- (1) All requirements of the TEX. AGRIC. CODE, TEX. WATER CODE, and TEX. NATURAL RES. CODE, and all regulations adopted thereunder;
- (2) All labeling restrictions on any such Agricultural Chemical;
- (3) All statutory or regulatory requirements administered or promulgated by the Environmental Protection Agency, Texas Department of Agriculture, U. S. Department of Agriculture, Texas Natural Resources Conservation Commission, Office of the Texas State Chemist, and the Texas Feed and Fertilizer Control Service;
- (4) All requirements of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136, *et seq.* "FIFRA") and all regulations adopted thereunder; and

(5) The standards of good agricultural husbandry.

All Agricultural Chemicals brought upon the Leased Premises shall be purchased or acquired from a licensed distributor of such product and shall be applied only by a person duly licensed and bonded for the application of such product. Any applicator of Agricultural Chemicals on the Leased Premises shall keep all required records relating to such application and these shall be made available to the Landlord upon request. No Agricultural Chemicals shall be incinerated, disposed of, or spilled upon the Leased Premises. Tenant shall be responsible for all cleanup procedures necessitated by the disposal or spill of any such product including the removal of any contaminated soil, vegetation, or water. Upon expiration of this Lease, Tenant shall be responsible for removing from the Leased Premises in a safe and prompt manner all Agricultural Chemicals remaining on the Leased Premises and any containers thereof. In the event of any accident or spill involving Agricultural Chemicals, the Tenant shall immediately notify the Landlord in writing of the details of such accident or spill inclusive of the identity of the product, volume of the spill, and exact location of the spill or accident. Upon reasonable request of the Landlord, the Tenant shall provide the Landlord with copies of all hazardous waste manifests and all inventory and application records maintained by the Tenant which are required by law or are customary agricultural practice for the use of such products.

(b) **Discovery and Removal of Hazardous Materials.** In the event that the Tenant or the Landlord discovers any Hazardous Materials in or on the Leased Premises which are not being properly used, applied, stored, maintained, or contained in accordance with all applicable laws, rules, and regulations, Tenant shall immediately undertake such removal and remediation work as necessary to correct any such violation. Tenant represents and warrants that the Tenant or its agents will competently perform and supervise any removal or remediation work that is determined to be necessary under the terms hereof. Tenant shall proceed with reasonable diligence to effect the removal, abatement, or remediation of any such Hazardous Materials in or on the Leased Premises.

(c) **Costs.** Tenant shall be responsible for the costs of any removal, abatement, or remediation of any Hazardous Materials placed, stored, manufactured, disposed of, or handled by the Tenant or the Tenant's agents, contractors, or licensees, or invitees, in or on the Leased Premises and for the cost of any removal, abatement, or remediation of any Hazardous Materials which might be disturbed or released as a result of any work performed on the Leased Premises by the Tenant. Such costs shall include, without limitation, the cost of any consultant retained by the Landlord in connection with such work.

(d) **INDEMNITY.** TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD AND ITS AGENTS, SUCCESSORS, AND ASSIGNS FROM

AND AGAINST ANY LOSS, COSTS, LIABILITY, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ARISING OUT OF THE PLACEMENT, APPLICATION, STORAGE, MANUFACTURE, DISPOSAL, HANDLING, REMOVAL, SPILL, DISPOSAL, ABATEMENT, OR REMEDIATION OF ANY HAZARDOUS MATERIALS BY TENANT, OR ANY REMOVAL, ABATEMENT, OR REMEDIATION OF HAZARDOUS MATERIALS REQUIRED HEREUNDER TO BE PERFORMED OR PAID FOR BY TENANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

(e) **Definition of Hazardous Materials.** The term "Hazardous Materials" as defined herein shall mean:

- (1) any substance the presence of which requires special handling, investigation, notification, or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law;
- (2) any substance which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant," or "contaminant" under any federal, state, or local statute, regulation, rule, or ordinance or amendments thereto;
- (3) any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous under any regulations by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Texas, or any political subdivision thereof;
- (4) any substance the presence of which on the Leased Premises causes or threatens to cause an erosion, contamination, drainage, or nuisance problem on the Leased Premises or any adjacent properties, public roads, or rights-of-way, or poses or threatens to pose a hazard to the health or safety of persons, livestock, or vegetation in or about the Leased Premises or adjacent properties;
- (5) any substance which contains gasoline, diesel fuel, or other petroleum hydrocarbons; and
- (6) any substance which contains polychlorinated biphenyls, asbestos, or urea formaldehyde foam insulation.

16. **Tenant Not to Misuse.** Tenant shall not allow the Leased Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Tenant will not permit the Leased Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Leased Premises or increase the fire hazard of the Leased Premises. Tenant shall pay to



Landlord as additional rent immediately upon receipt of a bill by Landlord, any increase in Landlord's insurance premiums due to the acts of Tenant or Tenant's agents, employees, invitees, assignees, or sublessees.

17. **Assignment and Subletting.** Tenant shall not assign, mortgage, or encumber this Lease, nor sublet, nor suffer or permit the Leased Premises or any part thereof to be used by other persons without the prior written consent of Landlord. Any attempted or purported assignment, subletting, or conveyance shall be void and of no force or effect. If the Landlord does consent, Landlord's consent to any subletting or assignment shall not be consent to any other subletting or assignment by the Tenant. Landlord may, as a condition to consent require a guaranty from a creditworthy party or other security for the performance of the assignee's obligations under this Lease. The making of any assignment or subletting, in whole or in part, shall not relieve Tenant from Tenant's obligations hereunder without the written consent of the Landlord.

If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of the Tenant or of Tenant's estate within the meaning of the Bankruptcy Code. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment.

The Landlord may assign, convey, or otherwise transfer its right, title, and interest hereunder or in the Leased Premises, or any portion thereof, without the consent of the Tenant.

18. **GENERAL LIABILITY AND INDEMNIFICATION.** TENANT ASSUMES ALL RISKS AND RESPONSIBILITIES FOR ACCIDENTS, INJURIES, OR DEATH RESULTING FROM SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY OCCURRING IN, ON, OR ABOUT THE LEASED PREMISES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND LANDLORD'S EMPLOYEES, AGENTS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM, OR IN CONNECTION WITH, THE CONDITION, USE, OR CONTROL OF THE LEASED PREMISES, INCLUDING THE IMPROVEMENTS AND EQUIPMENT THEREON, DURING THE TERM OF THIS LEASE. TENANT SHALL BE LIABLE TO LANDLORD FOR ANY DAMAGES TO THE LEASED PREMISES, INCLUDING THE IMPROVEMENTS AND EQUIPMENT THEREON, AND FOR ANY ACT DONE BY TENANT OR ANY EMPLOYEE, AGENT, INVITEE, LICENSEE, OR CONTRACTOR OF TENANT.

TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD FROM ALL COSTS, LOSSES, LIABILITIES, CLAIMS, PENALTIES, OR EXPENSES (INCLUDING ATTORNEYS' FEES) IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST LANDLORD BY REASON OF: (I) ANY FAILURE ON THE PART

OF TENANT TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS LEASE; (II) ANY ENFORCEMENT OR REMEDIAL ACTION TAKEN BY LANDLORD IN THE EVENT OF A FAILURE TO PERFORM OR COMPLY WITH THE TERMS OF THIS LEASE; OR (III) ANY LITIGATION, NEGOTIATION, OR TRANSACTION IN WHICH LANDLORD BECOMES INVOLVED OR CONCERNED (WITHOUT LANDLORD'S FAULT) RESPECTING THIS LEASE, THE LEASED PREMISES, OR THE USE, MANAGEMENT, CONTROL, OR OCCUPANCY OF THE LEASED PREMISES BY TENANT, INCLUDING CLAIMS ARISING OUT OF ANY NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACT OF THE TENANT OR THE TENANT'S AGENTS, INVITEES, LICENSEES, OR CONTRACTORS. LANDLORD'S RIGHT OF INDEMNIFICATION FROM TENANT SHALL NOT BE LIMITED BY THE AMOUNT OF INSURANCE MAINTAINED BY THE TENANT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIM ARISING BEFORE SUCH TERMINATION.

19. **Insurance.** During the entire Term of this Lease, Tenant shall procure and maintain, at its own expense, public liability and property damage insurance, insuring Landlord and Tenant with provisions and coverages acceptable to Landlord, and with such increases in limits as Landlord may from time to time request. Initially, Tenant shall provide for coverage including ranch liability coverage for personal injury to or death of any one person of not less than \$\_\_\_\_\_ for personal injury to or death of more than one person of not less than \$\_\_\_\_\_, and coverage for property damage liability of not less than \$250,000. The aforesaid insurance shall be obtained from a company satisfactory to Landlord and licensed to do business in the State of Texas. Such insurance policy or policies shall name Landlord as an additional insured and provide for at least 10 days' written notice to Landlord prior to cancellation, termination, modification, or change of any policy. The original insurance policy (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord on or before the commencement date of this Lease. All insurance policies insuring personal property owned by Tenant shall contain a provision waiving all rights of subrogation against Landlord.

20. **Default Remedies.** Tenant agrees that any one or more of the following events shall be considered Events of Default under this Lease:

- (a) Tenant's filing or admission to the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Bankruptcy Code as now or hereafter amended, or under the laws of any state, or Tenant's institution of any proceedings or consenting to the institution of any proceedings for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension;
- (b) Tenant making any assignment for the benefit of creditors or Tenant applying for or consenting to the appointment of a receiver for Tenant or

any of the property of Tenant;

- (c) the levying upon or attachment of Tenant's interest in the Leased Premises;
- (d) the making or issuance of a decree or order appointing a receiver of the property of Tenant, which decree or order shall not have been vacated or set aside within thirty (30) days from the date of entry or granting thereof;
- (e) Tenant's abandonment of the Leased Premises during the Term hereof;
- (f) the default in any payment of Rent or in any other payment required to be made by Tenant hereunder when due;
- (g) Tenant's failure to contest the validity of any lien or claimed lien which purports to have priority over the security interest or Landlord's lien held by Landlord, or failure to prosecute such contest with diligence or failure to have the same released or subordinated to the security interest of Landlord; or
- (h) Tenant's default in keeping, observing, or performing any of the other covenants or agreements herein contained to be kept, observed, and performed by Tenant.

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its election, accelerate any and all payments due under this Lease and/or terminate this Lease upon written notice to Tenant. Upon termination of this Lease, Tenant shall surrender possession of and vacate the Leased Premises immediately and shall deliver possession thereof to Landlord, and Tenant hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant, to enter into and upon the Leased Premises in such event with or without process of law and to repossess the Leased Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. Upon termination of this Lease by Landlord, Tenant shall have no right to return to the Leased Premises nor to harvest the crops remaining, if any, without the prior written consent of the Landlord. Landlord reserves the right to supervise any harvest by Tenant which Landlord may allow and to impose upon Tenant any terms and conditions Landlord deems appropriate.

Tenant shall be liable for and hereby agrees to pay any and all losses, liabilities, costs, and expenses, including attorneys' fees, which Landlord incurs in connection with any of the aforesaid defaults and the enforcement of Landlord's rights and remedies under this Lease as a result of such default.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be deemed to exclude or suspend any other remedy, but the same shall be cumulative and

shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

No delay or omission of Landlord to exercise any right or power arising from any Events of Default shall impair any such right or power or be construed to be a waiver of any such Events of Default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach, nor as a waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other charges hereunder after the termination by Landlord of this Lease shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

21. **Surrender.** Upon the expiration or termination of this Lease, whether by forfeiture, lapse of time, or otherwise, Tenant will surrender and deliver the Leased Premises to Landlord in as good condition and repair as at the time Tenant takes possession of same, reasonable wear and tear excepted. All additions, repairs, and replacements and all improvements in or upon the Leased Premises placed affixed or installed there by Tenant, shall become Landlord's property and shall remain upon the Leased Premises upon such expiration or termination of this Lease, by lapse of time or otherwise, without compensation, allowance, or credit to Tenant.

Upon the expiration or termination of this Lease, by lapse of time or otherwise, Tenant shall remove the Tenant's personal property from the Leased Premises, provided however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removal. If Tenant does not remove Tenant's personal property from the Leased Premises prior to the normal expiration or earlier termination of this Lease, Landlord may, at its option, remove the same and deliver same to any other place of business of Tenant or warehouse the same, and Tenant shall pay to Landlord on demand the cost of such removal (including the repair or any injury or damage to the Leased Premises resulting from such removal, delivery and warehousing), or Landlord may treat such property as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

22. **Holdover.** If the Tenant shall remain in possession of the Leased Premises after the expiration or other termination of this Lease term, then the Tenant will be deemed to be occupying the Leased Premises as a tenant at sufferance of the Landlord subject to all terms and conditions of this Lease except that the rent payable during any holdover period will be equal to 150% of the rent applicable during any like period during the Lease Term.

23. **Landlord's Right to Entry During Term of Lease.** Landlord reserves for

Landlord, Landlord's agents or employees, the right to enter upon the Leased Premises at any time without notice for the purposes of inspecting the same, for working or making repairs or improvements thereon, for developing mineral resources as provided in Paragraph 24 below, for conducting clearing operations, for evaluating Tenant's performance hereunder, and for performing all other operations on the Leased Premises that Landlord deems necessary. This right of entry is separate and apart from Landlord's right of entry upon the occurrence of an Event of Default. Any such entry shall not constitute an eviction or authorize a reduction in rent. During the 120 days prior to the expiration of the Lease Term, Tenant will permit the Landlord to exhibit the Leased Premises to prospective tenants and to place notices on the Leased Premises advertising the Leased Premises "For Lease".

24. **Mineral Rights**. Nothing in this Lease shall confer upon Tenant any right to minerals underlying the Leased Premises, but same are hereby reserved by Landlord together with the full right to enter upon the Leased Premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over the Leased Premises with vehicles and to lay down and work any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose.

25. **Eminent Domain**. In the event that all or a part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain or, in lieu thereof, all or a part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation, and such taking, condemnation, or sale renders the Leased Premises unsuitable for agricultural purposes, this Lease shall terminate as to the part of the Leased Premises so taken, condemned, or sold on the date possession is transferred to the condemning authority. All Rent for such part shall be paid up to the date of transfer of possession of the condemning authority, and all compensation awarded or paid for the taking or sale in lieu thereof shall belong to and be the sole property of Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term; provided, however, that Tenant shall be entitled to any award expressly made to Tenant for damages to Tenant's personal property, if any.

26. **Estoppel Certificates**. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord, in form reasonably satisfactory to Landlord a written statement certifying (if true) that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be required by Landlord.

27. **Landlord's Right to Cure**. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so

elects, all costs and expenses paid by Landlord in curing such default, including without limitation, reasonable attorneys' fees, shall be so much additional rent due immediately after any such payment, together with interest (except in the case of said attorneys' fees) at the highest lawful rate, from the date of the advance to the date of repayment by Tenant to Landlord.

28. **Complete Agreement; Amendments.** THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE LAND AND THE TENANT. NO PRIOR WRITTEN OR PRIOR OR CONTEMPORANEOUS ORAL PROMISES OR REPRESENTATIONS WILL BE BINDING. None of the covenants, terms, or conditions of this Lease shall in any manner be altered, waived, modified, changed, or abandoned except by a written instrument duly signed and acknowledged by the Parties hereto.

29. **Brokerage.** Tenant warrants that Tenant has had no dealings with any broker or agent in connection with this Lease. Tenant covenants to pay, hold harmless, and indemnify Landlord from and against any and all cost, expense, or liability, any compensation, commissions, and charges claimed by any broker or other agent with respect to this Lease or the negotiation thereof.

30. **Quiet Enjoyment.** Landlord warrants that Landlord has good title to the Leased Premises subject to matters of record and visible easements, roadways, and transmission lines and subject to all existing and future easements, oil, gas, and mineral reservations and leases covering all or any part of the Leased Premises. Landlord reserves the right to any and all monies and other considerations paid or to be paid under and by virtue of the execution of any pipeline, road, railroad, utility, or other easement and any existing oil, gas, and mineral leases upon the above-described lands for the purpose of making geophysical tests, exploring and drilling for oil, gas, and other minerals and the removal of same if found. Subject to the aforesaid, Landlord represents and warrants that so long as Tenant is not in default of this Lease, Tenant may peaceably and quietly have, hold, and enjoy the Leased Premises with all rights and privileges herein provided.

31. **No Implied Waiver.** No acceptance of any sum paid by the Tenant, nor failure by the Landlord to complain of any action, inaction, or Event of Default of Tenant will constitute a waiver by Landlord or any of Landlord's rights or remedies under this Lease or under law. Landlord's waiver of any right or Event of Default shall not constitute a waiver of any other right of Landlord for either a subsequent default of the same obligation or for any other default.

32. **Records.** Tenant agrees to keep and maintain accurate records and grant Landlord access thereto, relating to livestock grazed upon the Leased Premises.

33. **No Partnership Created.** This Lease shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership, or other business association between Landlord and Tenant, it being understood and agreed that no provisions contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship other than that of Landlord and Tenant.

The Tenant operates an independent business. Nothing herein shall be

construed as reserving or granting to Landlord the right to exercise any control over the Tenant's business or the manner in which it is conducted subject only to Tenant's obligations to perform the terms and conditions of this Lease.

34. **Successors.** The terms, covenants, and conditions hereof shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors, or assigns, of the Parties (without altering the terms of Paragraph 22 hereof regarding assignment or subletting).

35. **Notice.** Any notice required under this Lease shall be in writing and sent by personal delivery, expedited delivery service (with proof of delivery), or certified mail, return receipt requested, to the following address:

Landlord: Steve Manilla, County Executive (or Successor)  
P.O. Box 1748  
Austin, TX 78767

Christopher Gilmore, Assistant County Attorney  
P.O. Box 1748  
Austin, TX 78767

Charles Bergh, Parks Director  
P.O. Box 1748  
Austin, TX 78767

or at any such other address as Landlord shall have last designated by notice in writing to Tenant.

Tenant: Charles Fritsch  
8901 Sam Carter Drive  
Austin, TX 78736

or at any such other address as Tenant shall have last designated by notice in writing to Tenant.

36. **Not Recorded.** This Lease shall not be recorded by Tenant.

37. **Time of the Essence.** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

38. **Taxes.** Tenant shall pay and discharge when due, as additional rent, all income and other taxes and charges imposed on the conduct of its business on the Leased Premises.

39. **Captions.** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

40. **Severability.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

41. **Applicable Law.** This Lease shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas. The obligations of the Parties are performable and have for any legal action shall lie in Travis County, Texas.

42. **Number, Gender.** The words "Landlord" and "Tenant" wherever used in this Lease shall be construed to mean Landlords or Tenants in all cases in which there is more than one Landlord or Tenant, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Landlord or Tenant in this Lease, and the necessary grammatical changes shall be assumed in each case as though fully expressed. In the event Tenant means more than one person or entity, all persons and entities to which that term applies shall be jointly and severally liable for the obligation of Tenant hereunder.

43. **Firearms, Fireworks, Hunting and Fishing.** Landlord reserves all hunting and fishing rights and privileges, provided exercise of such rights will not unreasonably interfere with Tenant's farming activity. Neither Tenant nor any third party may exercise hunting or fishing rights without the express written consent of Landlord. Tenant is prohibited from discharging firearms on the Leased Premises, except for purposes of feral animal control. Prior to the commencement of each and any feral animal control activity, Tenant must secure approval from the Chief Park Ranger. Tenant is prohibited from the use of fireworks on the Lease Premises.

44. **No Third-Party Beneficiary.** This Lease shall not be construed so as to confer any benefit on any party not a Party to this Lease nor shall this Lease provide any rights to such third parties to enforce its provisions, terms, or conditions.

45. **Risks.** Tenant is fully aware that this Lease and the agricultural enterprise contemplated by the Tenant upon the Leased Premises involves the high degree of risk inherent in any agricultural enterprise. Risk factors include accidents, predators, pestilence, theft, fluctuations in consumer demand, strikes, transportation difficulties, weather, drought, floods, disease, governmental quarantines, restrictions on sale, change in economic programs, unfavorable market forces, credit problems with purchases of agricultural products or with providers of goods and services necessary to Tenant's operations, and many other factors which may seriously affect the final profit or loss experienced by the Tenant. Tenant is aware that because of the many risk factors inherent, that neither Party can warrant or guarantee that profits will result to Tenant from agricultural enterprises conducted on the Leased Premises or that proceeds



generated by such agricultural enterprises will be sufficient to repay the sums due from Tenant hereunder or otherwise incurred by the Tenant. The Tenant has entered into this Lease of Tenant's own free will and accord without reliance on any representative or warranties of any kind or character not expressly set forth herein.

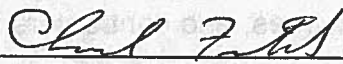
46. **Tax Consequences.** No representation or warranty is made by Landlord of the tax consequences which may inure to the Tenant in connection with this Lease. Moreover, no assurances have been made that the existing tax laws and regulations will not be amended or modified in the future denying any tax consequences or benefits anticipated by the Tenant.

47. **Chapter 320.** By approving this Lease, the Travis County Commissioners Court orders that Chapter 320 of the Texas Local Government Code applies to the park (Leased Premises).

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Landlord:  
Travis County, a political subdivision of the State of Texas

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

Tenant:  
  
Charles Fritsch

Attachments: Exhibit A

AGRICULTURAL LEASE

This Agricultural Lease (the "Lease") is made and entered into on the below-indicated date by and between Travis County, a political subdivision of the State of Texas (hereinafter referred to as "Landlord"), and Darrell Wenzel (hereinafter referred to as "Tenant").

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the SURFACE ONLY of certain real estate located in Travis County, Texas, the legal description of which is attached hereto as Exhibit "A," being hereinafter referred to as the "Leased Premises."

Tenant represents that Tenant or Tenant's representative has fully inspected the Leased Premises, and Tenant accepts the same in the presently existing condition of the Leased Premises. LANDLORD MAKES NO WARRANTY, AND EXPRESSLY DISAFFIRMS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY REGARDING: (1) ADEQUACY OR USEFULNESS OF ANY IMPROVEMENTS, (II) THE HABITABILITY OF ANY IMPROVEMENTS, (III) THE AVAILABILITY, CONTENT, OR ADEQUACY OF SURFACE OR SUB-SURFACE WATER, (IV) THE CONDITION OR SUITABILITY OF THE FORAGE, GRASSES, SOIL, SUBSOIL, OR LEASED PREMISES GENERALLY, OR (V) THE FITNESS OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE. Tenant recognizes that some or all of the Leased Premises may be subject to flooding. Tenant agrees to immediately locate all underground gas, electric, and other utility lines and to provide such information to Tenant's employees, licenses, invitees, and contractors.

Landlord reserves the right to remove from this lease, without the permission of Tenant, such amount of the Leased Premises as Landlord may determine necessary for purposes other than grazing, and in which event, this Lease shall be cancelled as to the area so designated by Landlord in writing to Tenant, and rent shall be prorated on the basis of the amount of acreage so taken for said purpose or purposes.

2. **Term.** The term of this Lease ("the Terms") shall be from the date Commissioners Court approves the Lease (the "Commencement Date") until January 31, 2017 (the "Termination Date"), unless terminated earlier in accordance with the terms of this Lease.

3. **Rent.** The Rent for the Leases Premises shall be \$8.00 per acre per year

(Hubbard Tract: 88 acres X \$8.00/acre = \$ 704.00 Total Tract Rent; Killingsworth Tract: 20 acres X \$8.00/acre = \$160.00 Total Tract Rent. **Total Yearly Rent = \$864.00.**) with the first year payable in advance prior to the Commencement Date and subsequent years payable in advance on each anniversary of the Commencement Date. Any Rent not paid on or before the due date shall bear interest at 5% from the due date until paid. The first year's payment shall be prorated, with the amount payable calculated from the term commencing from the date Commissioners Court approves the Lease and ending on January 31, 2017. Payment shall be remitted to:

Travis County - TNR  
Attn: Zoe Blair  
PO Box 1748  
Austin, TX 78767

4. **Use.** The Tenant shall use the Leased Premises for grazing purposes, dry land hay farming, and uses reasonably incident thereto.

Tenant shall not graze more livestock than recommended by the Travis County AgriLife Extension Service.

5. **No Water Use.** The Tenant shall have no use of the water resources on the Leased Premises.

6. **Advances for Production Costs.** Landlord shall have no obligation to advance, pay, or lend to Tenant any production costs.

7. **Ranch Labor.** Tenant shall pay for all ranch labor or services used on the Leased Premises. All ranch labor shall be the employees of the Tenant and shall at all times be under the supervision and control of Tenant in the details of their work. Tenant shall pay the employer's share of all federal, social security, and all federal and state unemployment compensation taxes. Tenant shall pay all federal and state taxes of whatever sort, including gross receipt taxes, franchise taxes, and all other taxes applicable to Tenant's activities, facilities, employees, and materials used upon the Leased Premises.

8. **Tenant Obligations.** Without otherwise limiting the Tenant's obligations in this Lease, the Tenant shall:

- (a) graze the Leased Premises in a workmanlike manner in accordance with the standards of good agricultural husbandry.
- (b) pay all costs of production and other related expenses on the Leased Premises whether ordinary or extraordinary, direct or indirect. All materials and services provided shall be (1) of first quality, (2) of the type used in operating first class grazing operations in the area, and (3) furnished or provided at such times, in such quantities and in such manner as good

agricultural practices dictate;

- (c) pay when due any water, water, sewer, gas, electricity, telephone, or other utility expenses incurred in connection with the Tenant's use of the Leased Premises, and, upon request, the Tenant will provide the Landlord with copies of any utility bills;
- (d) prevent noxious weeds (as determined by Landlord) from going to seed on the Leased Premises, destroy such weeds and otherwise comply with Governmental Requirements;
- (e) keep the Leased Premises neat and orderly and free from trash or debris, prevent all unnecessary waste, or loss, or damage to the Leased Premises, to the improvements thereon, and to any equipment or other property of Landlord, and repair or pay for the repair of all damage to the Leased Premises or the improvements, equipment, or other property of Landlord other than that resulting from natural wear and tear or that for which Landlord has assumed the risk of loss or repair under this Lease relating to Major Repairs;
- (f) enforce security on the Leased Premises by evicting any trespasser not having a business purpose or carrying written permission from Landlord;
- (g) maintain all fences and gates on the Leased Premises;
- (h) assume all risk of loss to all agricultural equipment, and machinery, and all other personal property of Tenant, Tenant's employees, agents, or invitees. Landlord shall have no obligation to repair or restore any of said property;
- (i) undertake no activity, act, or omission upon the Leased Premises as shall endanger, effect, or terminate part or all of any agricultural exemption on the Leased Premises for the purposes of *ad valorem* taxation;
- (j) pay all taxes on the livestock grazed or raised on the Leased Premises and on Tenant's personal property located on the Leased Premises; and
- (k) keep the Landlord apprised of all unusual activity on the Leased Premises including accidents, spills, vandalism, theft, or casualty damage.

9. **Alterations.** Tenant shall not make, erect, or install nor permit to be made, erected, or installed, any alterations, additions, or improvements to the Leased Premises whether of the character of a Building Improvement or a Land Improvement, or incur any expense for such purposes, without the prior written consent of Landlord. If such consent is given, such additions, alterations, and/or improvements shall meet the standards and requirements of Landlord, of any applicable governmental unit and of power and insurance companies. Tenant shall, after notice to Landlord and compliance with this Lease, make all additions, improvements, alterations, and repairs on the Leased Premises and on and to the improvements and equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of

any person, firm, or corporation (public or private). Upon completion of any work for or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work.

10. **Preconditions.** Before Tenant commences any repair, replacement, restoration, rebuilding, maintenance, or alterations permitted or required under this Lease, Tenant shall obtain the prior written approval of Landlord and Landlord may require Tenant to submit to Landlord any and all plans and specifications for approval, as well as estimates of the cost of the proposed work, satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering Landlord, builder's risk insurance, and worker's compensation insurance, a performance and payment bond satisfactory in form and substance to Landlord and such other security as Landlord may require to insure the completion of all work free and clear of liens.

11. **Encumbering Title.** Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

12. **Signs.** The Landlord shall be entitled to maintain upon the Leased Premises such signs as the Landlord shall deem necessary and appropriate. The Tenant shall not place any signage upon the Leased Premises except upon prior approval by the Landlord. The Tenant shall be responsible for maintaining in a neat and orderly appearance any signage erected upon the Leased Premises by the Tenant.

13. **Security of Leased Premises.** Tenant will keep all perimeter gates to the Leased Premises closed and locked. Ingress and egress from the Leased Premises shall be at those places designated by the Landlord. Tenant shall not change the Landlord's lock system without permission of the Landlord.

14. **Liens and Indemnification.** Tenant shall not permit the Leased Premises to become the subject of any mechanic's, laborer's, or materialman's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the discretion or sufferance of Tenant. Tenant shall have no authority to place any lien on the Leased Premises, and any attempt to do so will be void and of no effect.

IN THE EVENT THE LEASED PREMISES BECOMES THE SUBJECT OF ANY SUCH LIEN, TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ALL COSTS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY'S FEES) WITH RESPECT THERETO. Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Tenant shall give the Landlord such security as Landlord may deem satisfactory to insure payment

thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the validity of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with proper costs and charges, and shall immediately have the lien released and any judgment satisfied.

If Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Landlord may, at its election (but shall not be required to do so), remove or discharge such lien or claim for lien (with the right, in its sole discretion, to settle or compromise the same), and any amounts advanced by Landlord for such purposes shall constitute additional rental due from Tenant to Landlord immediately after any such payment, with interest (except as to said attorneys' fees) at the highest lawful rate, from the date of the advance to the date of repayment by Tenant to Landlord.

15. **Environmental.**

- (a) **Limitations on the Use and Handling of Hazardous Materials.** Save in accordance with normal and usual agricultural practices, the Tenant shall not use, and shall not permit any servant, contractor, licensee, employee, agent, or invitee to use any portion of the Leased Premises for the placement, storage, manufacture, disposal, application, or handling of any "Hazardous Materials" (as herein defined). With respect to Hazardous Materials, Tenant shall store, manage, handle, and provide safeguards for the Leased Premises and all persons coming to the Leased Premises in accordance with all rules, regulations, orders, guidelines, and other instructions or directives of the State of Texas, the United States of America, and any political subdivision of either of such governmental entities, or any other governmental entity having authority to regulate such Hazardous Materials. Tenant shall not apply, store, use, transport, handle, or spray any pesticide, preadicide, rodenticide, herbicide, fertilizer, or other agricultural chemical (hereinafter collectively "Agricultural Chemicals") upon the Leased Premises save in accordance with:
- (1) All requirements of the TEX. AGRIC. CODE, TEX. WATER CODE, and TEX. NATURAL RES. CODE, and all regulations adopted thereunder;
  - (2) All labeling restrictions on any such Agricultural Chemical;
  - (3) All statutory or regulatory requirements administered or promulgated by the Environmental Protection Agency, Texas Department of Agriculture, U. S. Department of Agriculture, Texas Natural Resources Conservation Commission, Office of the Texas State Chemist, and the Texas Feed and Fertilizer Control Service;

(4) All requirements of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136, *et seq.* "FIFRA") and all regulations adopted thereunder; and

(5) The standards of good agricultural husbandry.

All Agricultural Chemicals brought upon the Leased Premises shall be purchased or acquired from a licensed distributor of such product and shall be applied only by a person duly licensed and bonded for the application of such product. Any applicator of Agricultural Chemicals on the Leased Premises shall keep all required records relating to such application and these shall be made available to the Landlord upon request. No Agricultural Chemicals shall be incinerated, disposed of, or spilled upon the Leased Premises. Tenant shall be responsible for all cleanup procedures necessitated by the disposal or spill of any such product including the removal of any contaminated soil, vegetation, or water. Upon expiration of this Lease, Tenant shall be responsible for removing from the Leased Premises in a safe and prompt manner all Agricultural Chemicals remaining on the Leased Premises and any containers thereof. In the event of any accident or spill involving Agricultural Chemicals, the Tenant shall immediately notify the Landlord in writing of the details of such accident or spill inclusive of the identity of the product, volume of the spill, and exact location of the spill or accident. Upon reasonable request of the Landlord, the Tenant shall provide the Landlord with copies of all hazardous waste manifests and all inventory and application records maintained by the Tenant which are required by law or are customary agricultural practice for the use of such products.

(b) **Discovery and Removal of Hazardous Materials.** In the event that the Tenant or the Landlord discovers any Hazardous Materials in or on the Leased Premises which are not being properly used, applied, stored, maintained, or contained in accordance with all applicable laws, rules, and regulations, Tenant shall immediately undertake such removal and remediation work as necessary to correct any such violation. Tenant represents and warrants that the Tenant or its agents will competently perform and supervise any removal or remediation work that is determined to be necessary under the terms hereof. Tenant shall proceed with reasonable diligence to effect the removal, abatement, or remediation of any such Hazardous Materials in or on the Leased Premises.

(c) **Costs.** Tenant shall be responsible for the costs of any removal, abatement, or remediation of any Hazardous Materials placed, stored, manufactured, disposed of, or handled by the Tenant or the Tenant's agents, contractors, or licensees, or invitees, in or on the Leased Premises and for the cost of any removal, abatement, or remediation of any Hazardous Materials which might be disturbed or released as a result of any work performed on the Leased Premises by the Tenant. Such costs shall include, without limitation, the cost of any consultant retained by the

Landlord in connection with such work.

(d) **INDEMNITY.** TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD AND ITS AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY LOSS, COSTS, LIABILITY, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ARISING OUT OF THE PLACEMENT, APPLICATION, STORAGE, MANUFACTURE, DISPOSAL, HANDLING, REMOVAL, SPILL, DISPOSAL, ABATEMENT, OR REMEDIATION OF ANY HAZARDOUS MATERIALS BY TENANT, OR ANY REMOVAL, ABATEMENT, OR REMEDIATION OF HAZARDOUS MATERIALS REQUIRED HEREUNDER TO BE PERFORMED OR PAID FOR BY TENANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

(e) **Definition of Hazardous Materials.** The term "Hazardous Materials" as defined herein shall mean:

- (1) any substance the presence of which requires special handling, investigation, notification, or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law;
- (2) any substance which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant," or "contaminant" under any federal, state, or local statute, regulation, rule, or ordinance or amendments thereto;
- (3) any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous under any regulations by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Texas, or any political subdivision thereof;
- (4) any substance the presence of which on the Leased Premises causes or threatens to cause an erosion, contamination, drainage, or nuisance problem on the Leased Premises or any adjacent properties, public roads, or rights-of-way, or poses or threatens to pose a hazard to the health or safety of persons, livestock, or vegetation in or about the Leased Premises or adjacent properties;
- (5) any substance which contains gasoline, diesel fuel, or other petroleum hydrocarbons; and
- (6) any substance which contains polychlorinated biphenyls, asbestos, or urea formaldehyde foam insulation.

16. **Tenant Not to Misuse.** Tenant shall not allow the Leased Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose



other than that herein specified. Tenant will not permit the Leased Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Leased Premises or increase the fire hazard of the Leased Premises. Tenant shall pay to Landlord as additional rent immediately upon receipt of a bill by Landlord, any increase in Landlord's insurance premiums due to the acts of Tenant or Tenant's agents, employees, invitees, assignees, or sublessees.

17. **Assignment and Subletting.** Tenant shall not assign, mortgage, or encumber this Lease, nor sublet, nor suffer or permit the Leased Premises or any part thereof to be used by other persons without the prior written consent of Landlord. Any attempted or purported assignment, subletting, or conveyance shall be void and of no force or effect. If the Landlord does consent, Landlord's consent to any subletting or assignment shall not be consent to any other subletting or assignment by the Tenant. Landlord may, as a condition to consent require a guaranty from a creditworthy party or other security for the performance of the assignee's obligations under this Lease. The making of any assignment or subletting, in whole or in part, shall not relieve Tenant from Tenant's obligations hereunder without the written consent of the Landlord.

If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of the Tenant or of Tenant's estate within the meaning of the Bankruptcy Code. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment.

The Landlord may assign, convey, or otherwise transfer its right, title, and interest hereunder or in the Leased Premises, or any portion thereof, without the consent of the Tenant.

18. **GENERAL LIABILITY AND INDEMNIFICATION.** TENANT ASSUMES ALL RISKS AND RESPONSIBILITIES FOR ACCIDENTS, INJURIES, OR DEATH RESULTING FROM SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY OCCURRING IN, ON, OR ABOUT THE LEASED PREMISES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND LANDLORD'S EMPLOYEES, AGENTS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM, OR IN CONNECTION WITH, THE CONDITION, USE, OR CONTROL OF THE LEASED PREMISES, INCLUDING THE IMPROVEMENTS AND EQUIPMENT THEREON, DURING THE TERM OF THIS LEASE. TENANT SHALL BE LIABLE TO LANDLORD FOR ANY DAMAGES TO THE LEASED PREMISES, INCLUDING THE IMPROVEMENTS AND EQUIPMENT THEREON, AND FOR ANY ACT DONE BY TENANT OR ANY EMPLOYEE, AGENT, INVITEE, LICENSEE, OR CONTRACTOR OF TENANT.

TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD

FROM ALL COSTS, LOSSES, LIABILITIES, CLAIMS, PENALTIES, OR EXPENSES (INCLUDING ATTORNEYS' FEES) IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST LANDLORD BY REASON OF: (I) ANY FAILURE ON THE PART OF TENANT TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS LEASE; (II) ANY ENFORCEMENT OR REMEDIAL ACTION TAKEN BY LANDLORD IN THE EVENT OF A FAILURE TO PERFORM OR COMPLY WITH THE TERMS OF THIS LEASE; OR (III) ANY LITIGATION, NEGOTIATION, OR TRANSACTION IN WHICH LANDLORD BECOMES INVOLVED OR CONCERNED (WITHOUT LANDLORD'S FAULT) RESPECTING THIS LEASE, THE LEASED PREMISES, OR THE USE, MANAGEMENT, CONTROL, OR OCCUPANCY OF THE LEASED PREMISES BY TENANT, INCLUDING CLAIMS ARISING OUT OF ANY NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACT OF THE TENANT OR THE TENANT'S AGENTS, INVITEES, LICENSEES, OR CONTRACTORS. LANDLORD'S RIGHT OF INDEMNIFICATION FROM TENANT SHALL NOT BE LIMITED BY THE AMOUNT OF INSURANCE MAINTAINED BY THE TENANT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIM ARISING BEFORE SUCH TERMINATION.

19. **Insurance.** During the entire Term of this Lease, Tenant shall procure and maintain, at its own expense, public liability and property damage insurance, insuring Landlord and Tenant with provisions and coverages acceptable to Landlord, and with such increases in limits as Landlord may from time to time request. Initially, Tenant shall provide for coverage including ranch liability coverage for personal injury to or death of any one person of not less than \$ 1,000,000.00 for personal injury to or death of more than one person of not less than \$1,000,000.00, and coverage for property damage liability of not less than \$250,000. The aforesaid insurance shall be obtained from a company satisfactory to Landlord and licensed to do business in the State of Texas. Such insurance policy or policies shall name Landlord as an additional insured and provide for at least 10 days' written notice to Landlord prior to cancellation, termination, modification, or change of any policy. The original insurance policy (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord on or before the commencement date of this Lease. All insurance policies insuring personal property owned by Tenant shall contain a provision waiving all rights of subrogation against Landlord.

20. **Default Remedies.** Tenant agrees that any one or more of the following events shall be considered Events of Default under this Lease:

- (a) Tenant's filing or admission to the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Bankruptcy Code as now or hereafter amended, or under the laws of any state, or Tenant's institution of any proceedings or consenting to the institution of any proceedings for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension;

- (b) Tenant making any assignment for the benefit of creditors or Tenant applying for or consenting to the appointment of a receiver for Tenant or any of the property of Tenant;
- (c) the levying upon or attachment of Tenant's interest in the Leased Premises;
- (d) the making or issuance of a decree or order appointing a receiver of the property of Tenant, which decree or order shall not have been vacated or set aside within thirty (30) days from the date of entry or granting thereof;
- (e) Tenant's abandonment of the Leased Premises during the Term hereof;
- (f) the default in any payment of Rent or in any other payment required to be made by Tenant hereunder when due;
- (g) Tenant's failure to contest the validity of any lien or claimed lien which purports to have priority over the security interest or Landlord's lien held by Landlord, or failure to prosecute such contest with diligence or failure to have the same released or subordinated to the security interest of Landlord; or
- (h) Tenant's default in keeping, observing, or performing any of the other covenants or agreements herein contained to be kept, observed, and performed by Tenant.

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its election, accelerate any and all payments due under this Lease and/or terminate this Lease upon written notice to Tenant. Upon termination of this Lease, Tenant shall surrender possession of and vacate the Leased Premises immediately and shall deliver possession thereof to Landlord, and Tenant hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant, to enter into and upon the Leased Premises in such event with or without process of law and to repossess the Leased Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. Upon termination of this Lease by Landlord, Tenant shall have no right to return to the Leased Premises nor to harvest the crops remaining, if any, without the prior written consent of the Landlord. Landlord reserves the right to supervise any harvest by Tenant which Landlord may allow and to impose upon Tenant any terms and conditions Landlord deems appropriate.

Tenant shall be liable for and hereby agrees to pay any and all losses, liabilities, costs, and expenses, including attorneys' fees, which Landlord incurs in connection with any of the aforesaid defaults and the enforcement of Landlord's rights and remedies under this Lease as a result of such default.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be deemed to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

No delay or omission of Landlord to exercise any right or power arising from any Events of Default shall impair any such right or power or be construed to be a waiver of any such Events of Default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach, nor as a waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other charges hereunder after the termination by Landlord of this Lease shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

21. **Surrender.** Upon the expiration or termination of this Lease, whether by forfeiture, lapse of time, or otherwise, Tenant will surrender and deliver the Leased Premises to Landlord in as good condition and repair as at the time Tenant takes possession of same, reasonable wear and tear excepted. All additions, repairs, and replacements and all improvements in or upon the Leased Premises placed affixed or installed there by Tenant, shall become Landlord's property and shall remain upon the Leased Premises upon such expiration or termination of this Lease, by lapse of time or otherwise, without compensation, allowance, or credit to Tenant.

Upon the expiration or termination of this Lease, by lapse of time or otherwise, Tenant shall remove the Tenant's personal property from the Leased Premises, provided however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removal. If Tenant does not remove Tenant's personal property from the Leased Premises prior to the normal expiration or earlier termination of this Lease, Landlord may, at its option, remove the same and deliver same to any other place of business of Tenant or warehouse the same, and Tenant shall pay to Landlord on demand the cost of such removal (including the repair or any injury or damage to the Leased Premises resulting from such removal, delivery and warehousing), or Landlord may treat such property as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

22. **Holdover.** If the Tenant shall remain in possession of the Leased Premises after the expiration or other termination of this Lease term, then the Tenant will be deemed to be occupying the Leased Premises as a tenant at sufferance of the Landlord subject to all terms and conditions of this Lease except that the rent payable during any holdover period will be equal to 150% of the rent applicable during any like period during the Lease Term.

23. **Landlord's Right to Entry During Term of Lease.** Landlord reserves for Landlord, Landlord's agents or employees, the right to enter upon the Leased Premises at any time without notice for the purposes of inspecting the same, for working or making repairs or improvements thereon, for developing mineral resources as provided in Paragraph 24 below, for conducting clearing operations, for evaluating Tenant's performance hereunder, and for performing all other operations on the Leased Premises that Landlord deems necessary. This right of entry is separate and apart from Landlord's right of entry upon the occurrence of an Event of Default. Any such entry shall not constitute an eviction or authorize a reduction in rent. During the 120 days prior to the expiration of the Lease Term, Tenant will permit the Landlord to exhibit the Leased Premises to prospective tenants and to place notices on the Leased Premises advertising the Leased Premises "For Lease".

24. **Mineral Rights.** Nothing in this Lease shall confer upon Tenant any right to minerals underlying the Leased Premises, but same are hereby reserved by Landlord together with the full right to enter upon the Leased Premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over the Leased Premises with vehicles and to lay down and work any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose.

25. **Eminent Domain.** In the event that all or a part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain or, in lieu thereof, all or a part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation, and such taking, condemnation, or sale renders the Leased Premises unsuitable for agricultural purposes, this Lease shall terminate as to the part of the Leased Premises so taken, condemned, or sold on the date possession is transferred to the condemning authority. All Rent for such part shall be paid up to the date of transfer of possession of the condemning authority, and all compensation awarded or paid for the taking or sale in lieu thereof shall belong to and be the sole property of Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term; provided, however, that Tenant shall be entitled to any award expressly made to Tenant for damages to Tenant's personal property, if any.

26. **Estoppel Certificates.** Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord, in form reasonably satisfactory to Landlord a written statement certifying (if true) that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be required by Landlord.

27. **Landlord's Right to Cure.** Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to

obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation, reasonable attorneys' fees, shall be so much additional rent due immediately after any such payment, together with interest (except in the case of said attorneys' fees) at the highest lawful rate, from the date of the advance to the date of repayment by Tenant to Landlord.

28. **Complete Agreement; Amendments.** THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE LAND AND THE TENANT. NO PRIOR WRITTEN OR PRIOR OR CONTEMPORANEOUS ORAL PROMISES OR REPRESENTATIONS WILL BE BINDING. None of the covenants, terms, or conditions of this Lease shall in any manner be altered, waived, modified, changed, or abandoned except by a written instrument duly signed and acknowledged by the Parties hereto.

29. **Brokerage.** Tenant warrants that Tenant has had no dealings with any broker or agent in connection with this Lease. Tenant covenants to pay, hold harmless, and indemnify Landlord from and against any and all cost, expense, or liability, any compensation, commissions, and charges claimed by any broker or other agent with respect to this Lease or the negotiation thereof.

30. **Quiet Enjoyment.** Landlord warrants that Landlord has good title to the Leased Premises subject to matters of record and visible easements, roadways, and transmission lines and subject to all existing and future easements, oil, gas, and mineral reservations and leases covering all or any part of the Leased Premises. Landlord reserves the right to any and all monies and other considerations paid or to be paid under and by virtue of the execution of any pipeline, road, railroad, utility, or other easement and any existing oil, gas, and mineral leases upon the above-described lands for the purpose of making geophysical tests, exploring and drilling for oil, gas, and other minerals and the removal of same if found. Subject to the aforesaid, Landlord represents and warrants that so long as Tenant is not in default of this Lease, Tenant may peaceably and quietly have, hold, and enjoy the Leased Premises with all rights and privileges herein provided.

31. **No Implied Waiver.** No acceptance of any sum paid by the Tenant, nor failure by the Landlord to complain of any action, inaction, or Event of Default of Tenant will constitute a waiver by Landlord or any of Landlord's rights or remedies under this Lease or under law. Landlord's waiver of any right or Event of Default shall not constitute a waiver of any other right of Landlord for either a subsequent default of the same obligation or for any other default.

32. **Records.** Tenant agrees to keep and maintain accurate records and grant Landlord access thereto, relating to livestock grazed upon the Leased Premises.

33. **No Partnership Created.** This Lease shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership, or other business association between Landlord and Tenant, it being understood and agreed that no provisions contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship other than that of Landlord and Tenant.

The Tenant operates an independent business. Nothing herein shall be construed as reserving or granting to Landlord the right to exercise any control over the Tenant's business or the manner in which it is conducted subject only to Tenant's obligations to perform the terms and conditions of this Lease.

34. **Successors.** The terms, covenants, and conditions hereof shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors, or assigns, of the Parties (without altering the terms of Paragraph 22 hereof regarding assignment or subletting).

35. **Notice.** Any notice required under this Lease shall be in writing and sent by personal delivery, expedited delivery service (with proof of delivery), or certified mail, return receipt requested, to the following address:

Landlord: Steve Manilla, County Executive (or Successor)  
P.O. Box 1748  
Austin, TX 78767

Christopher Gilmore, Assistant County Attorney  
P.O. Box 1748  
Austin, TX 78767

Charles Bergh, Parks Director  
P.O. Box 1748  
Austin, TX 78767

or at any such other address as Landlord shall have last designated by notice in writing to Tenant.

Tenant: Darrell Wenzel  
13315 Klaus Lane  
Elgin, TX 78621

or at any such other address as Tenant shall have last designated by notice in writing to Tenant.

36. **Not Recorded.** This Lease shall not be recorded by Tenant.

37. **Time of the Essence.** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

38. **Taxes.** Tenant shall pay and discharge when due, as additional rent, all income and other taxes and charges imposed on the conduct of its business on the Leased Premises.

39. **Captions.** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

40. **Severability.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

41. **Applicable Law.** This Lease shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas. The obligations of the Parties are performable and have for any legal action shall lie in Travis County, Texas.

42. **Number, Gender.** The words "Landlord" and "Tenant" wherever used in this Lease shall be construed to mean Landlords or Tenants in all cases in which there is more than one Landlord or Tenant, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Landlord or Tenant in this Lease, and the necessary grammatical changes shall be assumed in each case as though fully expressed. In the event Tenant means more than one person or entity, all persons and entities to which that term applies shall be jointly and severally liable for the obligation of Tenant hereunder.

43. **Firearms, Fireworks, Hunting and Fishing.** Landlord reserves all hunting and fishing rights and privileges, provided exercise of such rights will not unreasonably interfere with Tenant's farming activity. Neither Tenant nor any third party may exercise hunting or fishing rights without the express written consent of Landlord. Tenant is prohibited from discharging firearms on the Leased Premises, except for purposes of feral animal control. Prior to the commencement of each and any feral animal control activity, Tenant must secure approval from the Chief Park Ranger. Tenant is prohibited from the use of fireworks on the Lease Premises.

44. **No Third-Party Beneficiary.** This Lease shall not be construed so as to confer any benefit on any party not a Party to this Lease nor shall this Lease provide any rights to such third parties to enforce its provisions, terms, or conditions.

45. **Risks.** Tenant is fully aware that this Lease and the agricultural enterprise contemplated by the Tenant upon the Leased Premises involves the high degree of risk inherent in any agricultural enterprise. Risk factors include accidents, predators, pestilence, theft, fluctuations in consumer demand, strikes, transportation difficulties, weather, drought, floods, disease, governmental quarantines, restrictions on sale, change in economic programs, unfavorable market forces, credit problems with purchases of agricultural products or with providers of goods and services necessary to Tenant's operations, and many other factors which may seriously affect the final profit or loss experienced by the Tenant. Tenant is aware that because of the many risk factors inherent, that neither Party can warrant or guarantee that profits will result to Tenant from agricultural enterprises conducted on the Leased Premises or that proceeds



generated by such agricultural enterprises will be sufficient to repay the sums due from Tenant hereunder or otherwise incurred by the Tenant. The Tenant has entered into this Lease of Tenant's own free will and accord without reliance on any representative or warranties of any kind or character not expressly set forth herein.

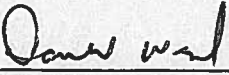
46. **Tax Consequences.** No representation or warranty is made by Landlord of the tax consequences which may inure to the Tenant in connection with this Lease. Moreover, no assurances have been made that the existing tax laws and regulations will not be amended or modified in the future denying any tax consequences or benefits anticipated by the Tenant.

47. **Chapter 320.** By approving this Lease, the Travis County Commissioners Court orders that Chapter 320 of the Texas Local Government Code applies to the park (Leased Premises).

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Landlord:  
Travis County, a political subdivision of the State of Texas

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

Tenant:  
  
\_\_\_\_\_  
Darrell Wenzel

Attachments: Exhibit A





## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By:** Mickey Roberts **Phone #:** (512) 854-4460

**Division Director/Manager:** Charles Bergh, Director, Parks Division

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

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on an Interlocal Cooperation Agreement with the Lower Colorado River Authority (LCRA) for cultural resources investigation services on lands leased to Travis County owned by the LCRA.

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

Travis County maintains long-term lease agreements with the LCRA to operate the following seven parks within the county parks system: Pace Bend, Hippie Hollow, Mansfield Dam, Arkansas Bend, Bob Wentz at Windy Point, Sandy Creek, and Cypress Creek. The Texas Historical Commission (THC) requires that no culturally or historically significant areas are at-risk of damage or disruption during park development and that proper measures are taken to protect cultural resources at these sites. LCRA is staffed to meet the regulatory standards of the Texas Historical Commission with respect to cultural resource services. The enclosed Interlocal Agreement allows Travis County to utilize cultural resources investigation services provided by LCRA staff on lands it leases from the LCRA to meet requirements set forth by the THC.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Adoption of this agreement is beneficial to both the LCRA and Travis County. LCRA is staffed to perform cultural resources investigations and desires to do so on LCRA owned land. Travis County will broaden the resources it has available to obtain THC clearance for park development projects on LCRA owned land.

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

No financial impact is associated with adoption of this agreement.

### **ATTACHMENTS/EXHIBITS:**

Interlocal Cooperation Agreement for Cultural Resource Services

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steve Manilla	County Executive	TNR	(512) 854-9429
Charles Bergh	Division Director	Parks	(512) 854-9408

**CC:**

Julie Joe	County Attorney	Co. Attorney's Office	
Charles Bergh	Division Director	Parks	
Melinda Mallia	Project Manager	NREQ	

: :  
0801 - NREQ -

**INTERLOCAL COOPERATION AGREEMENT  
FOR CULTURAL RESOURCE SERVICES**

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Travis County, a political subdivision of the State of Texas (the "County"), and the Lower Colorado River Authority, an agency of the State of Texas (the "LCRA") (collectively, the "Parties"), pursuant to the authority granted and in compliance with TEX. CONST. ART. III, Sec. 64, and the Interlocal Cooperation Act, Chapter 791, TEX. GOV'T CODE ANN.

WHEREAS, the County manages parks, preserves, and other lands that it leases from LCRA within Travis County;

WHEREAS, the County desires to have cultural resource investigations (both historical and archaeological) conducted at various parks, preserves, and other lands that it leases from LCRA;

WHEREAS, the LCRA has the professional staff to conduct cultural resource investigations for the County, and whenever it has excess capacity to assist the County, is willing to do so; and

WHEREAS, the County and the LCRA desire to enter into this Agreement to provide for such services;

NOW, THEREFORE, in consideration of the covenants and payments set forth herein, the amount and sufficiency of which are hereby acknowledged, the County and the LCRA mutually agree as follows:

**AGREEMENT**

**I. SERVICES TO BE PERFORMED BY LCRA.**

- A. The LCRA will provide the Travis County Purchasing Agent a schedule and itemized cost statement within ten working days after accepting a request from the County Executive of the Travis County Transportation and Natural Resources Department or his designee detailing cultural resource services (the "Services") to be conducted by the LCRA for the Project Area specified therein, which may include, but are not limited to, any of the following elements,:
- (i) a records search at the Texas Archeological Research Laboratory, the Texas Historical Commission, and the LCRA for previously documented cultural resources;
  - (ii) obtaining a Texas Antiquities Permit, subject to the provisions

of Paragraph C, below;

- (iii) cultural resource investigations of the Project Area as described in the work order, including 100% intensive surveys, test excavations, mitigative excavations, and the documentation and evaluation of any prehistoric and historic sites;
- (iv) all necessary laboratory analyses
- (v) a report of investigation with recommendations (the "Investigation Report") submitted to the Texas Historical Commission (THC) for review;
- (vi) any necessary interaction with the THC;
- (vii) monitoring of construction in progress at potential sites;
- (viii) consultation or extended site protection planning and/or development of cultural resource educational programs and facilities; and
- (ix) oversight of other archaeological contractors conducting cultural resource investigations for Travis County.

Each itemized cost statement prepared by LCRA shall also indicate the cost of the particular cultural resource services to be provided according to the rates set forth below.

- B. If LCRA is unable to accommodate a request by the County to perform Services in a timely manner, it will notify the County Executive of the Travis County Transportation and Natural Resources Department within ten (10) days and decline the request.
- C. Upon receipt of a schedule and cost estimate from LCRA, the Travis County Purchasing Office will prepare a work order that identifies the nature and extent of services to be provided by LCRA and the schedule for performance of the services. The Travis County Purchasing Office will also include in the work order the itemized cost statement prepared by the LCRA. The terms and conditions contained in this Agreement prevail over different or contrary terms in any purchase order.
- D. LCRA will not perform any services under this Agreement unless and until it receives a work order from the Travis County Purchasing Agent or her designated representative.
- E. The County Executive of the County's Transportation and Natural Resources Department (the "County Executive") will act on behalf of the

County with respect to the approval and execution of each work order. The County Executive may designate other representatives to transmit instructions and act on behalf of the County with respect to this Agreement.

- F. All field work and the Investigation Report shall comply with the guidelines established by the Council of Texas Archaeologists and requirements of the Antiquities Code of Texas (Texas Natural Resources Code, Chapter 191, Subchapter C, Section 191.051, Section 191.053, and Section 191.054).
- G. The LCRA's Memorandum of Understanding with the THC allows the LCRA staff archaeologists to conduct cultural resource investigations on LCRA lands and easements of 300 acres or less without applying for a permit for each investigation. As such, if all or a portion of a Project Area is owned by the LCRA, then for such part the LCRA shall (i) submit the Investigation Report in the form of an interim report to the THC and (ii) summarize the results of the investigation in the LCRA's annual report of cultural resource investigations for the calendar year in which it was conducted. The LCRA shall provide the County with three (3) copies of the interim report.

## II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence upon execution by both parties and shall remain in effect for a period of one (1) year, unless sooner terminated by either party as provided herein (the "Initial Term").
- B. This Agreement shall automatically renew upon expiration of the Initial Term for terms of one (1) year thereafter for an additional five (5) years; provided, however, either party may terminate this Agreement by giving sixty (60) days prior written notice to the other party.
- C. For work orders involving 100% intensive surveys, LCRA shall begin the investigation of a Project Area within ten (10) working days of the execution of a work order. Within thirty (30) working days of the completion of the field work, and prior to submittal to the THC, the LCRA shall submit the Investigation Report to the Natural Resources staff of the County's Transportation and Natural Resources Department for review. At such time the County shall have the right to submit any comments concerning the Investigation Report, which the LCRA may then incorporate.

The LCRA shall submit the Investigation Report to the THC within twenty (20) working days of the receipt of any such comments from the County.

- D. For work orders involving test excavations or mitigative excavations,

LCRA shall begin the investigation of a Project Area within twenty (20) days of the execution of a work order. Because the scopes-of-work of such projects are variable, and the analyses and reporting of such projects requires more time than 100% intensive surveys, schedules for submittals of Investigation Reports for test excavation and mitigative excavation projects will be detailed in the individual work order. Prior to the submittal to the THC, the LCRA shall submit the Investigation Report of the test excavation or mitigative excavation report to the Natural Resources Department for review. At such time the County shall have the right to submit any comments concerning the Investigation Report, which the LCRA shall then incorporate.

The LCRA shall submit the Investigation Report to the THC within thirty (30) working days of the receipt of any such comments from the County.

### III. COST OF SERVICES TO BE PERFORMED.

For and in consideration of the LCRA's performance of cultural resource services, the County shall pay the LCRA according to the following fee schedule:

- A. Services of LCRA professional staff at their hourly pay rates including overhead current at the time each individual work order is executed.
- B. Travel Reimbursement at the IRS approved rate/per mile.
- C. Other professional consultants for required special studies at rates to be determined in individual work orders.
- D. A 15% mark-up for each invoice submitted by LCRA to the County for cultural resource investigations to cover the costs of LCRA's administration of the contract.

### IV. PAYMENT FOR SERVICES.

- A. On or before the fifteenth day of the month following a month in which LCRA performs Services for the County, LCRA will send the County a correct and complete itemized invoice as more fully described below.

The County will make payment by check or by warrant upon satisfactory completion of the Services and submission of a correct and complete invoice to the Travis County Auditor's Office, with copies to the Travis County Purchasing Agent and the Parks Director, at the addresses listed below for orders placed by the Purchasing Agent, or as indicated on purchase orders placed by other authorized County offices and/or departments.



Travis County Auditor's Office  
P.O. Box 1748  
Austin, Texas 78767

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

Mr. Charles Bergh (or successor)  
Parks Director  
Travis County Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- (1) name, address, and telephone number of LCRA and similar information in the event payment is to be made to a different address;
  - (2) the Agreement and purchase order number;
  - (3) identification of items and services provided as outlined in the purchase order;
  - (4) quantity or quantities, applicable unit prices, total prices, and total amount, including date(s) of performance, and the amount of time, materials, and supplies, and all authorized expenses expended in performance of the Services; and
  - (5) any additional payment information which may be called for by this Agreement.
- B. For LCRA's satisfactory performance of Services, the County will pay LCRA at the address shown on its invoice the amount due within 30 days after receipt of a correct and complete invoice as defined above. Interest on delinquent accounts will be governed by Chapter 2251 of the Texas Government Code.
- C. At its option and expense, the County may conduct an audit of LCRA's time sheets and materials invoices for work performed under this Agreement to verify that the charges made are justifiable, are calculated in

accordance with generally accepted accounting principles, and are consistent with LCRA's standard accounting methods.

- D. The County's obligations are payable solely from current funds appropriated and available for the purpose of this purchase. Lack of funds will render this Agreement null and void to the extent that such funds are not appropriated and available. The County agrees that it will not request Services for which funds have not been appropriated or are not available.
- E. Payments received by the LCRA shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.
- F. Notwithstanding anything to the contrary in this Agreement, if at any time during the Agreement term the Commissioners Court of Travis County, Texas fails to provide funding for this Agreement for the following fiscal year of Travis County, Texas, the County may, upon giving the LCRA written notice of such failure to fund and termination, terminate this Agreement without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of Travis County, Texas or (b) thirty (30) days after the County notifies the LCRA in writing of such failure to fund and termination.

#### V. INDEPENDENT CONTRACTORS.

It is understood and agreed that both parties are executing this Agreement as independent contractors and, as such, are not liable for any claims or causes of action arising from the negligent acts or omissions of the other party, its officers, employees, or agents in connection with this Agreement. Nothing in this Agreement shall create any employer/employee or agency relationship between the parties to this Agreement.

#### VI. MISCELLANEOUS.

- A. Force Majeure. In the event that the performance by the County or LCRA 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:

LCRA: Dan Prikryl  
Program Manager, Cultural Resources  
Lower Colorado River Authority  
P.O. Box 220  
Austin, TX 78767-0220

AND: General Counsel  
Lower Colorado River Authority  
P.O. Box 220  
Austin, TX 78767-0220

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

AND TO: David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Attn: File No. 291. \_\_\_\_\_

- 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. 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.
- E. 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.

- F. 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.
- G. 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.
- H. Dispute Resolution. 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 a court of competent jurisdiction for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.
- I. 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.
- J. Application of Law. This Agreement is governed by the laws of the State of Texas.
- K. Third Party Rights Not Created. This Agreement is not intended to and must not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.
- L. Reservation of Rights and Remedies. All rights of both Parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a Party will not impair or prejudice any remedy or right of that Party under this Agreement. Any right or remedy stated in this Agreement does not preclude the exercise of any other right or remedy under this Agreement, the law or in equity, and any action taken in the exercise of any right or remedy must not be deemed a waiver of any other rights or remedies.
- M. Taxpayer Identification Number. Upon request, LCRA will provide the County with an Internal Revenue Form W-9 Request for its Taxpayer

Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

VII. ENTIRE AGREEMENT.

All oral and written understandings between the parties as to this Agreement have been reduced to writing and are contained in this Agreement except for the subsequent work orders which shall become part of this Agreement when executed by both parties. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

VIII. CERTIFICATIONS.

- A. The parties do hereby certify that (i) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the respective parties, (ii) the proposed arrangements serve the interest of efficient and economical administration of the state and county government, and the services, supplies or materials contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- B. The County certifies that it has the authority to contract for these services pursuant to Chapter 791, Texas Government Code.
- C. The LCRA certifies that it has the authority to contract for these services pursuant to Chapter 791, Texas Government Code.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below.

– Remainder of page has intentionally been left blank. –

**LOWER COLORADO RIVER AUTHORITY**

By: Frederick E. Crawford  
Name: FREDRICK E. CRAWFORD  
Title: MANAGER, REAL ESTATE SERVICES  
Date: 6/30/14



**TRAVIS COUNTY**

By: \_\_\_\_\_  
Name: Samuel T. Biscoe  
Title: County Judge  
Date: \_\_\_\_\_



# Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By:** Steve Manilla **Phone #:** (512) 854-9429

**Division Director/Manager:** Steve Manilla

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

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

**AGENDA LANGUAGE:** Receive briefing from Capital Metropolitan Transportation Authority regarding bus service it provides in Travis County.

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

TNR's DRAFT Land, Water, and Transportation Plan (LWTP) was discussed during the July 1, 2014 voting session. It was noted that the plan recommends providing multiple transportation choices; a provider of such choices is Capital Metro. Concerns were raised about the lack of Capital Metro's bus services in some of its existing service areas and how that deficiency affects transportation decisions. Several members of the court requested a presentation from Capital Metro to better understand its authority, policies, procedures, and limitations related to its bus service.

## **STAFF RECOMMENDATIONS:**

Assist the court as needed.

## **ISSUES AND OPPORTUNITIES:**

Commissioners are receiving requests for bus service from county residents. Their understanding is that once an area has been annexed by the City of Austin, Capital Metro must provide this service. TNR's LWTP encourages transportation choices but a basic choice such as walking will not be viable for long trips without bus service.

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

None at this time.

## **ATTACHMENTS/EXHIBITS:**

None

## **REQUIRED AUTHORIZATIONS:**

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



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

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** Christy Moffett 512-854-3460

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

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

**COMMISSIONERS COURT SPONSOR:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following items related to the 2015-2017 urban county renewal process for the Community Development Block Grant available through HUD:

- A. Update on interested municipalities joining the Urban County;
- B. Request to move forward with executing the amendment to the cooperation agreement with Village of Webberville; and
- C. Authorize submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

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

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate - income persons. Travis County became an urban entitlement community in 2006.

Every three years, HUD requires counties receiving CDBG funds to renew their entitlement status as urban counties and to consider whether to include previously non-participating communities in their CDBG program. For 2012-2014 renewal period, the Village of Webberville participated in the Urban County.

To maintain its eligibility to receive CDBG funds from HUD, Travis County must renew its qualification for the upcoming 2015-2017 period. On May



16, 2014, the Department sent a letter, additional information and the Cooperation Agreement to the 17 non –entitlement and non-participating incorporated areas of the County. Staff followed up via email or phone call on July 11<sup>th</sup> to determine if any agreements would be forthcoming. Interested municipalities must have executed a cooperation agreement by July 15, 2014.

On May 30, 2014, a letter to the Village of Webberville was sent along with a required amendment to the current Cooperation Agreement to include updates to fair housing and civil rights language and a new clause about funding. The Village of Webberville wants to continue participation in the program and is working on executing amendment before July 22, 2014. See Attachment “A” for a copy of the agreement.

Travis County must submit information to HUD regarding the urban county renewal including any correspondence with municipalities inviting participation, a legal opinion about the County’s authority to implement CDBG funds and any changes to the urban county make up no later than May 25, 2014. Please see Attachment “B” for the submission to HUD for the urban county renewal package.

**STAFF RECOMMENDATIONS:**

- A. Village of Webberville wants to remain in the urban county. No other jurisdictions are interested at this time.
- B. Staff recommends approval of the Village of Webberville’s signed amendment to the cooperation agreement.
- C. Staff recommends approval of the letter and submission of the required documentation for the urban county renewal process.

**ISSUES AND OPPORTUNITIES:**

Continuing the partnership with the Village of Webberville in the urban county allows more flexibility with projects and builds on inter-governmental relationships, infrastructure and housing planning. Eligible residents of participating municipalities can participate in the CDBG funded home repair project, expanded social work services, and the expanded fair housing and tenant’s rights counseling.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

No impacts to the general fund. The addition of the Village of Webberville will have little to no impact on the annual CDBG allocation due to the small increase in population.

**REQUIRED AUTHORIZATIONS:**

Legal.

cc:

Leroy Nellis, PBO  
Aerin Toussaint, PBO  
Jason Walker, Purchasing Office  
DeDe Bell, Auditor's Office  
Janice Cohoon, Auditor's Office  
Lee Turner, TNR

Jessica Rio, PBO  
Cyd Grimes, Purchasing Office  
Nicki Riley, Auditor's Office  
Mary Etta Gerhardt, County Attorney's Office  
Deece Eckstein, IGR

Attachment "A"  
Village of Webberville Amendment to the  
Urban County Cooperation Agreement

**AMENDMENT OF COMMUNITY BLOCK GRANT  
COOPERATIVE AGREEMENT  
BETWEEN TRAVIS COUNTY AND  
THE VILLAGE OF WEBBERVILLE**

This Amendment of Community Block Grant Cooperative Agreement ("Amendment") is entered into by the following parties: Travis County, a political subdivision of Texas ("County"), and the Village of Webberville, Texas ("City"), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as "Party" or collectively as "Parties."

**II. RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a Grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block ("CDBG") Grant Program ("CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Rules and Regulations").

County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG Allocations from Federal Fiscal Years 2015, 2016 and 2017 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

County and Village agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities under the following terms:

The Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the County and City agree to the amend the Agreement as follows:

## **1.0 GENERAL PROVISIONS**

1.1 **Authorization.** The Parties agree to amend Section 1.0, of the Agreement ("General Provisions") by adding the following:

1.5 **Authorization.** By signature of this Amendment, the governing bodies of County and City authorize the Agreement as amended.

## **2.0 JOINT RESPONSIBILITIES AND AGREEMENTS**

2.1 **Certification Compliance.** The Parties agree to amend Section 5.1 of the Agreement ("Certification Compliance") by adding the phrase "and affirmatively furthering fair housing" to the end of the provision.

2.2 **Compliance.** The Parties agree to amend Section 5.4 of the Agreement ("Compliance") by adding the language underlined as follows:

... Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; ...

2.3 **Transfer of Funds.** The Parties agree to amend Section 5.0 of the Agreement ("Joint Responsibilities and Agreements") by adding the following:

5.7 **Transfer of Funds.** The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76)

## **3.0 INCORPORATION**

3.01 County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties with respect to the subject matter hereof.

**TRAVIS COUNTY**

By:  
Samuel T. Biscoe, County Judge  
Its Duly Authorized Representative and Chief Executive Officer  
Date:

Approved as to Legal Form:

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: \_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

**VILLAGE OF WEBBERVILLE**

By: \_\_\_\_\_  
Authorized Representative and Chief Executive Officer  
Printed  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment "B"  
Urban County Renewal Submission Packet



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERANS SERVICE**

**100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115**

July 23, 2014

Elva F. Garcia  
Division Director, Community Planning and Development Division  
U.S. Department of Housing and Urban Development  
106 South St. Mary's Street, Suite 405  
San Antonio, Texas 78205

Re: Travis County Urban County Re-Qualification for Community Development Block Grant

Ms. Garcia:

In accordance with HUD regulations, every three years, urban counties receiving CDBG funds must re-affirm their urban county entitlement status. Travis County is currently renewing its urban county status for Program Years 2015-2017. In accordance with CPD Notice 14-07, the County is confirming, via this letter, its wishes to renew its urban county status. The Urban County is currently made up of the unincorporated areas of the county and the Village of Webberville. This will remain the same for the requalification period.

As part of the qualification process, Travis County notified non-entitlement cities and villages about the opportunity to participate in the Travis County CDBG program through correspondence on May 16, 2014. Village of Webberville was notified on May 30, 2014 regarding the option to continue participation with a required amendment to the Cooperation Agreement or notify the County of its interest to no longer continue.

No new municipalities chose to join even after follow up contact. The Village of Webberville wishes to continue its partnership. On July 22, 2014, the Travis County Commissioners Court voted to execute the amendment to the cooperation agreement with the Village of Webberville.



Enclosed with this letter is the following: 1) the County Attorney's Letter outlining the County's legal authority to conduct CDBG activities; 2) the fully executed amendment to the cooperation agreement with the Village of Webberville; and 3) the correspondence sent to municipalities on May 16<sup>th</sup> and May 30<sup>th</sup>.

We look forward to our continued collaboration. If you have any questions regarding this matter, please do not hesitate to contact Christy Moffett at 854-3460 or [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us).

Regards,

Sherri E. Fleming  
County Executive

Enclosures

cc: Samuel T. Biscoe, County Judge  
Christy Moffett, MSSW, CDBG Planning Manager

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

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



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

DANIEL BRADFORD

ELIZABETH H. WINN

JENNIFER KRABER

† Member of the College  
of the State Bar of Texas

July 14, 2014

Richard Lopez  
Field Office Director  
U. S. Department of Housing and Urban Development  
Community Planning and Development Division  
H. F. Garcia Federal Building  
615 E. Houston Street, Suite #347  
San Antonio, Texas 78205

RE: Urban County Qualification for Participation in  
The Community Development Block Grant Program - Travis County, Texas

Dear Mr. Lopez:

This letter relates to the authority of Travis County, Texas, to undertake essential community development and housing assistance activities in the unincorporated areas of our county in order to qualify for participation in the CDBG Program. Under the Texas Constitution and applicable law, counties must have specific statutory authorization in order to provide services and perform certain activities; without that grant of power, the county, in most instances, cannot act. Provisions which would authorize the provision of services related to community development and housing assistance include the following:

MAJOR AREAS OF AUTHORIZATION. The following outlines the primary statutory sources for of authority under which Travis County would be able to provide services and activities related to community development and housing assistance:

1. Support of Indigent Citizens. One of the major sources of authority for Travis County to provide services is found in TEXAS LOCAL GOVERNMENT CODE, Section 81.027: "Each commissioners court may provide for the support of paupers, residents of their county, who are unable to support themselves." Under this statute, the county would be able to provide a multitude of services related to community

development and housing assistance as long as the recipients met basic income requirements that would qualify them as indigent citizens of Travis County.

2. Community Planning and Development. TEXAS LOCAL GOVERNMENT CODE, Chapter 381, authorizes the county to "administer or otherwise engage in community and economic development projects" under any federal law creating community development and economic development programs. It also authorizes the county to develop and administer a program to stimulate business and commercial activity in the county for state and to encourage local economic development utilizing a variety of approaches. As one example of current county efforts in this area, Travis County has put in place an Economic Development Policy under which incentives may be provided to businesses to within Travis County and create new jobs while contributing to the County's tax base, providing job training opportunities, and providing other services directly related to community development.

3. Workforce Development. Travis County is also authorized to, and has created, a local workforce development board to plan and oversee delivery of workforce training and services. This authorization could also be used to deliver types services that would contribute to community development by providing a trained workforce, thus enhancing the business community. (Workforce and Economic Competitiveness Act, Chapter 2308, GOVERNMENT CODE, V.T.C.A.; Title 40, Social Services and Assistance, Part XX, Texas Workforce Commission, Chapter 801, Local Workforce Development Boards, Part 801.1(d); and other applicable law)

4. Housing Authority. TEXAS LOCAL GOVERNMENT CODE, Chapter 392, authorizes Travis County to establish a housing authority to deliver services related to public housing. Travis County does have such a housing authority.

5. Indigent Health Care. TEXAS HEALTH AND SAFETY CODE, Chapter 61, requires Travis County to provide specified types of indigent health care. While Travis County now has a Hospital District which provides those particular services, Travis County still provides a variety of services related to indigent health care, including mental health and substance abuse care.

OTHER AREAS OF AUTHORIZATION. Other areas in which Travis County may provide services and activities which would be directly related to community development and housing assistance include:

- public health and sanitation
- water supply, irrigation and drainage
- waste disposal
- clean air
- flood control and soil conservation
- construction and maintenance of roads and bridges
- abatement of public nuisances

- operation and maintenance of parks, playgrounds museums and recreational facilities
- fire protection, library services, emergency medical services, mental health services, substance abuse services, child welfare, home economics programs, law enforcement
- services related to eradication of insects and other pests, predatory animals and rodents

SUMMARY. While the above is not an exhaustive list of all the authority granted to Travis County, it does provide substantial evidence of the County's ability to utilize CDBG funds as required by law to contribute to the ongoing renewal of the community and to provide low-income housing to qualified citizens. These are areas to which the County already contributes much effort and resources, establishing a foundation for the efficient and successful undertaking of activities authorized under CDBG rules and regulations.

If you have any further questions regarding the County's authority in these areas, please feel free to contact me directly.

Sincerely,



Mary Etta Gerhardt  
Assistant County Attorney



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERANS SERVICE**

**100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115**

May 16, 2014

The Honorable XXXXXX  
Mayor  
City of XXXXX  
Address  
Address

Re: Travis County Urban County Re-Qualification for Community Development Block Grant

Dear Mayor:

In 2006, Travis County was identified as an Urban County Entitlement for the Community Development Block Grant (CDBG) Program through the U.S. Department of Housing and Urban Development (HUD). The County has received CDBG funding for the past eight years and has allocated those funds to assist low- and moderate-income individuals and households residing in the unincorporated areas of the County and the Village of Webberville. Thus far, projects include the planning for and the improvement of infrastructure, acquisition of land necessary for increasing affordable housing, rehabilitation of homes to improve the safe and decent housing stock, homebuyer assistance to respond to the tightening mortgage credit market, increasing access to fair housing and tenant's rights counseling, and improving access to social services.

In accordance with HUD regulations, every three years urban counties receiving CDBG funds must re-affirm their urban county entitlement status. As part of the qualification process, Travis County may invite non-entitlement cities and villages to participate in the Travis County CDBG program.

To remain eligible to receive CDBG funds, Travis County is in the process of renewing its urban county status for 2015-2017. The timeline for completion of this work is as follows:

<b>Timeline for Urban County Renewal</b>	
<b>Action Needed</b>	<b>Due Date</b>
<b>Notification to non-participating cities about the ability to join</b>	<b>May 16, 2014</b>
Notification to participating cities about renewal	May 30, 2014
Notification by participating cities if choose not to renew	June 20, 2014
<b>Execution of Cooperative Agreement by Cities/Villages</b>	<b>No later than July 15, 2014</b>
Execution of Cooperative Agreement by TCCC	July 22, 2014
Travis County submits all required documents to HUD	July 25, 2014

For those cities and villages that choose to participate with Travis County, doing so will allow low-to-moderate income residents to access the CDBG-funded owner occupied home rehabilitation program and expanded fair housing counseling and social work services. Furthermore, participating cities will be able to submit eligible infrastructure, housing and social service projects for CDBG funding consideration. Finally, participation will bar those municipalities from applying to the State for CDBG funds as well as other funding sources such as the Texas Capital Fund. For more information on the County's CDBG Program, please see the attached handout.

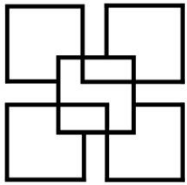
If your municipality has interest in considering participation with Travis County's Urban County Program, please execute the attached Cooperation Agreement and return to the County no later than July 15, 2014.

If you have additional questions, please do not hesitate to contact Christy Moffett, CDBG Planning Manager, at 512-854-3460 or myself at 512-854-4581.

Regards,

Sherri E. Fleming  
County Executive

cc: Christy Moffett, MSSW, CDBG Planning Manager



## Travis County's Community Development Block Grant Program Summary of Program & Urban County Participation Opportunity

[www.co.travis.tx.us/cdbg](http://www.co.travis.tx.us/cdbg)

Travis County's Community Development Block Grant (CDBG) Program has been operational since October 2006. CDBG targets low- and moderate-income areas, as defined by HUD's Area Median Income guidelines, with few exceptions. Below is a brief summary of the current program and the requirements for participation.

### CDBG PROGRAM OVERVIEW

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). It provides annual grants to cities and counties to carry out community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied and received CDBG funds for the first time and has continued to receive funding for the past eight years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

Usage of CDBG funds must meet a number of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate-income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and the Village of Webberville and to be eligible, the activities must meet one of the following HUD national objectives:

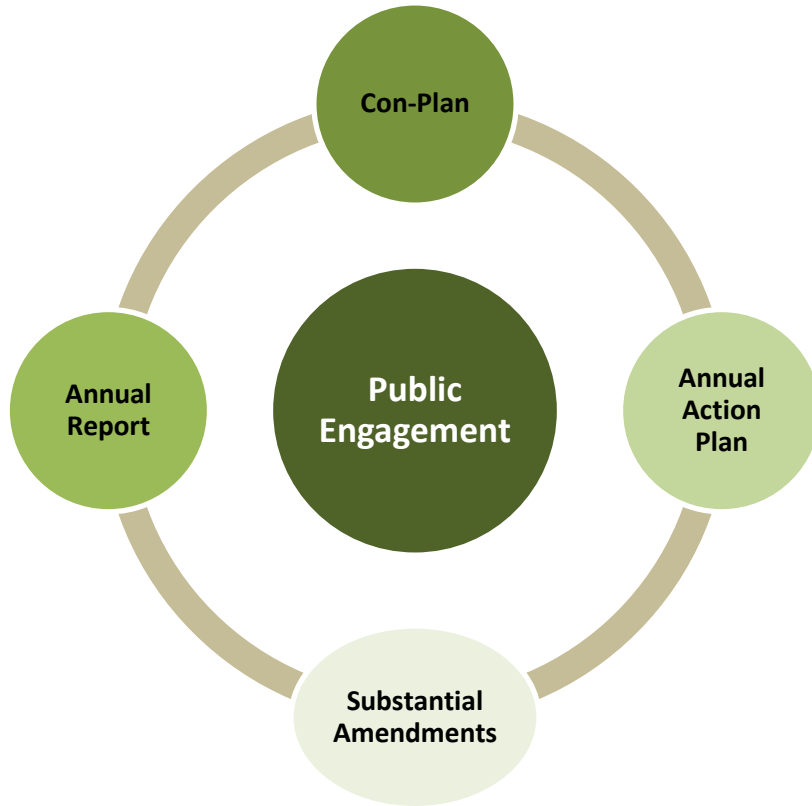
- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan, an Action Plan, and an annual evaluation. The Consolidated Plan (Con-Plan) identifies the County's community and housing needs and outlines the strategies to address those needs over a three-, five-, or six-year period. The Annual Action Plan (AP) defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. An evaluation is conducted annually to assess yearly accomplishments. The evaluation is called the Consolidated Annual Performance Report (CAPER). Changes made to the Consolidated Plan and Action

Plans require formal amendments; if substantial enough, these amendments must go through a public input process.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizens have a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

**Figure 1: CDBG Cycle**



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County to administer the CDBG grant and the single point of contact with HUD.

**COUNTY PRIORITIES FOR PROGRAM YEARS 2015-2017**

The Urban County Renewal Period extends from Program Year 2015 through Program Year 2017. At present, CDBG staff is working on the next strategic plan which covers Program Years 2014-2018. The Travis County Commissioners Court (TCCC) has approved the strategic direction for PY14-PY18. Categories ranked as high indicate areas of certain investment over the next five years, while categories ranked low indicate areas of possible investment. Below is a table that identifies the high and low priorities for the next five years.



Prioritization of Categories for the PY 2014 – 2018 Consolidated Plan	
Category	Priority
Infrastructure	High
Housing	High
Community Services	High
Populations with Specialized Needs / Services	High
Public Facilities	Low
Business & Jobs	Low

Priorities are set based on data relating to community need and the results of public participation. Since 2006, Infrastructure, Housing and Community Services (social services) have consistently been identified as high priorities. Traditionally, only high priority projects get funded, with few exceptions.

### QUESTIONS ABOUT PARTICIPATION

#### Will our municipality be guaranteed funding?

No. Projects for participating cities would go through a competitive process for consideration. That being said, low-to-moderate income residents in participating cities would be able to apply for current projects that are not neighborhood- or place-based. The Travis County Owner Occupied Home Rehabilitation program is an example of such a project. This project provides a deferred, forgivable 5-year loan for home repairs of up to \$24,999. This program is administered by Meals on Wheels and More, Inc., who is responsible for developing the scope of work, bidding the project, construction and contractor management, and close-out for each home.

#### When would our municipality be able to compete for funding?

The cycle begins with the Federal Fiscal Year 2015 and continues through 2017, which covers the period from October 1, 2015 to September 30, 2018. Applications from participating cities would be accepted in the Late Winter/Early Spring of 2015.

#### Would our municipality have to develop CDBG capacity and administration expertise?

We have not had a participating city apply for funding to date. Based on the complexity of the program, it is possible that the County would manage the project; however, that decision can be made on a case-by-case basis.

#### What is the County’s funding history with CDBG?

Overall, the funding increased annually for the first eight years.

PY 2006	\$838,659	PY 2009	\$866,432	PY 2007	\$848,248
PY 2010	\$942,749	PY 2008	\$833,133	PY 2011	\$790,119
PY 2012	\$896,341	PY 2013	\$909,925	PY 2014	\$997,664

**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**COOPERATIVE AGREEMENT BETWEEN**  
**TRAVIS COUNTY AND**

---

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County"), a political subdivision of the State of Texas, and \_\_\_\_\_, \_\_\_\_\_ ("City"), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as "Party" or collectively as "Parties."

**RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a Grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block ("CDBG") Grant Program ("CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Rules and Regulations").

County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of Grant funds made available through the Act. County has received certain funds from HUD under the Act for utilization in connection with its CDBG Program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG Allocations from Federal Fiscal Years 2015, 2016, and 2017 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities under the following terms:

## **1.0 GENERAL PROVISIONS**

**1.1 County Authority.** This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

**1.2 City/County Cooperation.** County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

**1.3 Programs.** This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

**1.4 Recitals.** The Parties agree that the information in the Recitals is true and correct and a part of this agreement.

**1.5 Authorization.** By signature of this Agreement the governing bodies of County and City authorize this Agreement.

## **2.0 TERM**

**2.1 Effective Period.** This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG and income received to the federal fiscal 2012, 2013 and 2014 year, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

**2.2 Renewal.** The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

**2.3 Notice.** County will notify City in writing of its right to make such election (to participate or not participate) on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the net qualification period. City will notify County in writing no later than the date specified in County's notification that City elects not to participate in the next three-

year Urban County Program. County will send copies of all notifications required by this Section \_\_\_ to the HUD Field Office.

**2.4 Amendment to Qualification.** Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this Agreement.

### **3.0 COUNTY RESPONSIBILITIES AND AGREEMENTS**

**3.1 Fair Housing Certification.** County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.

**3.2 Subrecipient Agreements.** Prior to disbursing any CDBG Program funds to a subrecipient, County will sign a written agreement with such subrecipient.

**3.3 Program Requirements.** County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development on the use of program income.

### **4.0 CITY RESPONSIBILITIES AND AGREEMENTS**

**4.1 City Election to Participate.** City, by executing this Agreement, gives notice of its election to participate in an Urban County Community Development Block Grant program.

#### **4.2 City Limitation.**

4.2.1 No Application. By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in County's program.

4.2.2 No Other Participation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation.; that if County does not receive a HOME formula allocation, City cannot form a HOME consortium.

4.2.3 Allocation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation.

**4.3. Income Report.** City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG Program requirements.

**4.4 City Policies.** City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

**4.5 Request for Inclusion.** City supports the application for and receipt of funding from Housing and Community Development Act of 1974, as amended by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of this Agreement.

**4.6 Final Responsibility.** City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

**4.7 Fair Housing Support.** City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

**4.8 City Plan.** City will develop a community development plan for the period of this Agreement which identifies community development and housing needs and specifies both short and long-term community development objectives.

**4.9 Subrecipient Requirements.** In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

**4.10 Good Faith Performance.** City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

**4.11 Citizen Participation.** City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

**4.12 City Records.** City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

## **5.0 JOINT RESPONSIBILITIES AND AGREEMENTS**

**5.1 Certification Compliance.** County and City shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing Community Development Act of 1874, and other applicable laws, and affirmatively furthering fair housing.

**5.2 County Requirements.** In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development on the use of program income, and that, in the event of close-out or change in status of City,

any program income that is on hand or received subsequent to the close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

**5.3 Adequacy of Performance.** The Parties agree that, Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in Section 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under Section 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

**5.4 Compliance.** County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

**5.5 Consolidated Plan.** The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

**5.6 Authorization.** By executing this Agreement, the County Commissioners Court and City Council of City authorize this Agreement and the execution of this Agreement by the appropriate official.

**5.7 Transfer of Funds.** The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76)

## **6.0 MISCELLANEOUS TERMS**

**6.1 Notice.** Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to:

For City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.2 Indemnification.** City agrees to indemnify, defend and hold harmless County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from City acts, errors or omissions and for any costs or expenses incurred by County on account of any claim therefore. City shall promptly notify County in writing of the occurrence of any such claims, actions, losses, damages and/or liability. City shall indemnify and hold harmless County against any liability, claims, losses, demands and actions incurred by County as a result of the determination by HUD or its successor that activities undertaken by City fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to City under this Agreement were improperly expended.

**6.3 Entire Agreement.** It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

**6.4 Severability.** Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

**6.5 Assignment.** Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

**6.6 Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties.

**6.7 Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. IT is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

**6.8 Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

**6.9 Conflict of Interest.** City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it,

either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

**6.10 Gratuities.** City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its 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.

**6.11 Nepotism.** City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Chief Executive Officer, Travis County  
Date: \_\_\_\_\_

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: \_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

**CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Representative and  
Chief Executive Officer  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERANS SERVICE**

**100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115**

May 30, 2014

The Honorable Hector Gonzales  
Mayor  
Village of Webberville  
19208 FM 969-B  
Webberville, TX 78653

Re: Travis County Urban County Re-Qualification for Community Development Block Grant

Dear Mayor:

In 2012, the Village of Webberville joined Travis County's Urban County. As such, this has afforded your Village the opportunity to propose projects and have your residents apply for CDBG funded services such as rehabilitation of homes to improve the safe and decent housing stock, increasing access to fair housing and tenant's rights counseling, and improving access to social services.

In accordance with HUD regulations, every three years urban counties receiving CDBG funds must re-affirm their urban county entitlement status. As part of the qualification process, Travis County may invite non-entitlement cities and villages to participate in the Travis County CDBG program as well as re-affirm a continued relationship with existing partners. As an existing partner, the cooperation agreement will automatically renew unless you indicate in writing that you no longer want to participate. That notification must be received by June 20, 2014.

Furthermore, the U. S. Department of Housing and Urban Development has required a couple of amendments to existing and new Cooperation Agreements. Enclosed is the amendment that needs to be executed by July 15, 2014.

The timeline for completion of the Urban County renewal is as follows:

### Timeline for Urban County Renewal

Action Needed	Due Date
Notification to non-participating cities about the ability to join	May 16, 2014
Notification to participating cities about renewal	May 30, 2014
Notification by participating cities if choose not to renew	June 20, 2014
Execution of Cooperative Agreement by Cities/Villages	No later than July 15, 2014
Execution of Cooperative Agreement by TCCC	July 22, 2014
Travis County submits all required documents to HUD	July 25, 2014

Thank you for participating in the Urban County for 2012-2014. We look forward to our continued partnership. If you have additional questions, please do not hesitate to contact Christy Moffett, CDBG Planning Manager, at 512-854-3460 or myself at 512-854-4581.

Regards,



for Sherri E. Fleming  
County Executive

cc: Christy Moffett, MSSW, CDBG Planning Manager

**AMENDMENT OF COMMUNITY BLOCK GRANT  
COOPERATIVE AGREEMENT  
BETWEEN TRAVIS COUNTY AND  
THE VILLAGE OF WEBBERVILLE**

This Amendment of Community Block Grant Cooperative Agreement ("Amendment") is entered into by the following parties: Travis County, a political subdivision of Texas ("County"), and the Village of Webberville, Texas ("City"), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as "Party" or collectively as "Parties."

**II. RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a Grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block ("CDBG") Grant Program ("CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Rules and Regulations").

County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG Allocations from Federal Fiscal Years 2015, 2016 and 2017 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

County and Village agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities under the following terms:

The Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the County and City agree to the amend the Agreement as follows:

## 1.0 GENERAL PROVISIONS

1.1 **Authorization.** The Parties agree to amend Section 1.0, of the Agreement ("General Provisions") by adding the following:

1.5 **Authorization.** By signature of this Amendment, the governing bodies of County and City authorize the Agreement as amended.

## 2.0 JOINT RESPONSIBILITIES AND AGREEMENTS

2.1 **Certification Compliance.** The Parties agree to amend Section 5.1 of the Agreement ("Certification Compliance") by adding the phrase "and affirmatively furthering fair housing" to the end of the provision.

2.2 **Compliance.** The Parties agree to amend Section 5.4 of the Agreement ("Compliance") by adding the language underlined as follows:

... Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; ...

2.3 **Transfer of Funds.** The Parties agree to amend Section 5.0 of the Agreement ("Joint Responsibilities and Agreements") by adding the following:

5.7 **Transfer of Funds.** The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76)

**3.0 INCORPORATION**

3.01 County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, with the changes made in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties with respect to the subject matter hereof.

**TRAVIS COUNTY**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Its Duly Authorized Representative and Chief Executive Officer  
Date: \_\_\_\_\_

Approved as to Legal Form:

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: \_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

**VILLAGE OF WEBBERVILLE**

By: \_\_\_\_\_  
Authorized Representative and Chief Executive Officer  
Printed  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



# Travis County Commissioners Court Agenda Request

**Meeting Date:**

July 22, 2014

**Prepared By/Phone Number:**

Juanita Jackson - 854-4467

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

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

## **AGENDA LANGUAGE:**

Consider and Take Appropriate Action to approve the application to continue the Financial Support Plus 1 Program with the City of Austin, Austin Energy that provides utility assistance for Travis County low-income households that are customers of Austin Energy in FY14.

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

Please see attached memo.

## **STAFF RECOMMENDATIONS:**

Staff recommends approval of this application to continue Financial Support 1 Program with City of Austin, Austin Energy.

## **ISSUES AND OPPORTUNITIES:**

Please see attached memo.

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

Please see budgetary and fiscal impact note.

## **REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Interim County Executive – Planning and Budget Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Aerin Toussaint, Budget Analyst I, Planning and Budget  
Nicki Riley, CPA, Travis County Auditor  
Kapp Schwebke, Auditors Office  
Sherri Fleming, County Executive - HHS  
Jim Lehrman, Division Director, Family Support Services  
Deborah Britton, Community Services Division Director  
Kathleen Haas, Financial Manager

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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



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

**Sherri E. Fleming  
County Executive  
(512) 854-4100  
Fax (512) 854-4115**

**Date:** July 8, 2014

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**



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

**SUBJECT:** Acceptance of 2014 – 15 City of Austin, Austin Energy Financial Support Plus 1 Program Application

**Proposed Motion:** Consider and take appropriate action to approve the application to continue the Financial Support Plus 1 Program with the City of Austin, Austin Energy that provides utility assistance for Travis County low-income households that are customers of Austin Energy in the FY15 period.

**Summary and Staff Recommendation:** Staff requests the acceptance of this application to continue the Financial Support Plus 1 Program with City of Austin, Austin Energy. The amount for current program agreement period is \$135,000. This amount is allocated quarterly. These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

**Budgetary and Fiscal Impact:** We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our agency by Austin Energy each quarter in the contract period. No matching funds are required. The current contract period is 10/01/13 through 09/30/14.

**Issues and Opportunities:** The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance.

**Background:** Travis County has participated in this program for a number of years. The department utilizes this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the last full program year (FY13), we were able to assist 226 households within Travis County using this program funding. The operation of this program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office  
Nicki Riley, C.P.A., Travis County Auditor  
Kapp Schwebke, Financial Analyst IV, Auditors Office  
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Division Director, Family Support Services





**Financial Support Plus 1 Program  
Community Partner Application Summary Form**



Date: July 8, 2014

Please check one: New Request  Renewal Request

Organization Name Travis County through Travis County Health and Human Services & Veterans Service

Alternate name/acronym N/A

Address 100 N. IH 35

City Austin

State TX

Zip Code 78701

Project Contact Person

Name Tondalier Owens

Title Social Services Program Administrator

Phone 512-854-4113

Email tondalier.owens@co.travis.tx.us

Areas affected by project (cities, counties, zip codes, etc.)

Entire area of Travis County

Employer/Taxpayer ID number (EIN/TIN) 74-6000192

Year organization established 1936

Number of paid employees 53

Number of volunteers 87

Organizational Financial Information

Organization budget for current year FY 2014: \$5,923,593

Organization expenditure total for last year FY 2013: \$4,668,851

Organization revenue total for last year \$0. This program division does not generate revenue for Travis County

With my signature I certify the following: (1) The above information is correct; (2) I am authorized by the governing board of this organization to submit this grant application; (3) this organization is in good standing with the IRS; (4) this organization does not discriminate on the basis of race, religion, sexual preference, physical circumstances or national origin.

Samuel T. Biscoe

Travis County Judge

Name (printed) of program administrator

Title

Signature of program administrator

Date



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

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

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

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

### **AGENDA LANGUAGE:**

Consider and Take Appropriate Action to Approve Revenue Control with Boys and Girls Clubs of the Austin Area and a Revenue Contract with Cedars International Academy for After School Enrichment Services Provided by Travis County Through the Texas A&M AgriLife Extension Service.

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

See attached memo and backup

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services.

### **ISSUES AND OPPORTUNITIES:**

See attached

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

See attached fiscal impact statement

### **REQUIRED AUTHORIZATIONS:**

Dolores Sandmann, Director, Texas AgriLife Travis County  
 Mary Etta Gerhardt, Assistant County Attorney  
 Leroy Nellis, Interim County Executive – Planning and Budget Office  
 Cyd Grimes, CPM, Travis County Purchasing Agent  
 Aerin Toussaint, Budget Analyst I, Planning and Budget  
 Nicki Riley, CPA, Travis County Auditor  
 Sherri Fleming, County Executive - HHS  
 Deborah Britton, Community Services Division Director  
 Kathleen Haas, Financial Manager  
 Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

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](mailto:Agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



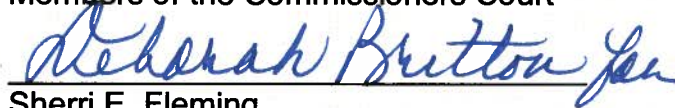
**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** July 10, 2014

**TO:** Members of the Commissioners Court

**FROM:**



Sherri E. Fleming

County Executive for Travis County Health and Human Services  
and Veterans Service

**SUBJECT:** After-school revenue contracts

**Proposed Motion:**

Consider and take appropriate action to approve a revenue contract with Boys and Girls Clubs of the Austin Area and a revenue contract with Cedars International Academy for after-school enrichment services provided by Travis County through the Texas A&M AgriLife Extension Service.

**Summary and Staff Recommendations:**

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

TCHHSVS staff recommends approving these two contracts.

**Budgetary and Fiscal Impact:**

The Boys and Girls Club revenue contract is for \$24,336 during the 2014 - 2015 school year and the Cedars International contract is for \$5,200.

**Issues and Opportunities:**

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

**Background:**

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

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service  
Nicki Riley, CPA, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**AMENDMENT OF PROFESSIONAL SERVICES CONTRACT BETWEEN  
TRAVIS COUNTY AND  
BOYS & GIRLS CLUBS OF THE AUSTIN AREA FOR  
AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

**PARTIES**

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Boys and Girls Clubs of the Austin Area ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws through the Afterschool Youth Enrichment Services provided by the Travis County 4-H Capital Project ("Contract"), the initial term of which ended July 31, 2013 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services through Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County in accordance with the terms of the Contract, thus providing services which further a public purpose.

Contractor and County desire to continue to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

Pursuant to the terms of the Contract, the agreement will be automatically renewed August 1, 2014, for an additional one-year term, continuing through July 31, 2015.

The Contract provides for changes to the agreement by the written agreement signed by both Parties, and the Parties desire to amend the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

**1.0 TERM**

1.1 **2015 Renewal Term.** The Parties agree that the Contract will automatically renew August 1, 2014, for an additional one-year term continuing through July 31, 2015 ("2015 Renewal Term").

**2.0 COMPENSATION, BILLING AND PAYMENT**

2.1 **Fee.** In order to allow Contractor to provide additional services as set forth in the Contract, the parties agree to amend Section 2.1, "Fee," to set the not-to-exceed amount for the 2015 Renewal Term as an amount not to exceed Twenty-Four Thousand, Three Hundred and Thirty-Six Dollars (\$24,336.00). Additional services will continue to be provided at a rate of \$32.00 per hour.

**3.0 OTHER PROVISIONS**

3.1 All other provisions not specifically changed herein shall remain in full force and effect.

**4.0 INCORPORATION**

4.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.


**5.0 EFFECTIVE DATE**

5.1 This Amendment is effective August 1, 2014, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**TRAVIS COUNTY**

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

**BOYS & GIRLS CLUBS  
OF THE AUSTIN AREA**

BY:   
Printed Name: Mark A. Kessler  
Title: Chief Professional Officer  
Date: 5/20/19

**AMENDMENT OF PROFESSIONAL SERVICES CONTRACT BETWEEN  
TRAVIS COUNTY AND  
CEDARS INTERNATIONAL ACADEMY FOR  
AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

**PARTIES**

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Cedars International Academy ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws through the Afterschool Youth Enrichment Services provided by the Travis County 4-H Capital Project ("Contract"), the initial term of which ended July 31, 2013 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services through Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County in accordance with the terms of the Contract, thus providing services which further a public purpose.

Contractor and County desire to continue to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

Pursuant to the terms of the Contract, the agreement will be automatically renewed August 1, 2014, for an additional one-year term, continuing through July 31, 2015.

The Contract provides for changes to the agreement by the written agreement signed by both Parties, and the Parties desire to amend the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

**1.0 TERM**

1.1 2015 Renewal Term. The Parties agree that the Contract will automatically renew August 1, 2014, for an additional one-year term continuing through July 31, 2015 ("2015 Renewal Term").

**2.0 COMPENSATION, BILLING AND PAYMENT**

2.1 **Fee.** In order to allow Contractor to provide additional services as set forth in the Contract, the parties agree to amend Section 2.1, "Fee," to set the not-to-exceed amount for the 2015 Renewal Term as an amount not to exceed Five Thousand, Two Hundred Dollars (\$5,200.00). Additional services will continue to be provided at a rate of \$32.00 per hour.

**3.0 OTHER PROVISIONS**

3.1 All other provisions not specifically changed herein shall remain in full force and effect.

**4.0 INCORPORATION**

4.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.


**5.0 EFFECTIVE DATE**

5.1 This Amendment is effective August 1, 2014, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**TRAVIS COUNTY**

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

**CEDARS INTERNATIONAL ACADEMY**

BY:  \_\_\_\_\_  
Printed Name: Sarah Daly  
Title: 21<sup>st</sup> CCLC Project Director  
Date: 6/30/2014





## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

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

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget

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

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

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

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation

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

**REQUIRED AUTHORIZATIONS:**

Leroy Nellis – Planning and Budget Office, (512)854-9106

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

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

# BUDGET AMENDMENTS AND TRANSFERS

FY 2014

7/22/2014

## NEW BUDGET

<u>BA#</u>	<u>IO/WBS</u>	<u>FUND</u>	<u>COST CENTER/ SPNSRD PGM</u>	<u>COMMITMENT</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Increase</u>	<u>Decrease</u>	<u>Pg #</u>
N1		2034	158011	511410	HHS	Utility Assistance	\$7,935.00		1
		2034	158011	410010	HHS	Grant Revenue RRB	\$7,935.00		

## AMENDMENTS

<u>BA#</u>	<u>IO/WBS</u>	<u>FUND</u>	<u>COST CENTER</u>	<u>COMMITMENT</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Increase</u>	<u>Decrease</u>	<u>Pg #</u>
A1		0001	198000	580010	Reserves	Allocated Reserves		\$40,000.00	4
		0001	137075	511620	Sheriff's Office	Other Equipment Repairs & Maintenance	\$10,000.00		
		0001	137075	511973	Sheriff's Office	Construction Services	\$30,000.00		
A2		0001	198000	580320	Reserves	STAR Flight Maintenance Reserve		\$106,450.00	8
		0001	159002	520150	EMS	Capital Outlay-Medical/Dental/Safety Eq.	\$106,450.00		
A3		0001	198000	580010	Reserves	Allocated Reserves		\$49,500.00	11
		0001	133002	511900	Cons. Pct. 3	Other Services	\$49,500.00		

## OTHER

O1						Request from Health and Human Services and Veterans Service Department to internally fund a monthly cellular phone allowance for one staff member.			13
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**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS



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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Aerin-Renee Toussaint, Budget Analyst

**DATE:** July 29, 2014

**RE:** Establishing New Budget for Revenue Received by Health and Human Services (HHS) related to Texas Gas Service – Share the Warmth

Pursuant to the FY 2014 Budget Rules, PBO submits new revenue budget adjustments for Commissioners Court approval. This budget adjustment totals \$7,935 and establishes new budget in the Texas Gas Fund.

This grant was approved by Commissioners Court on April 24<sup>th</sup>, 2012, and is automatically renewed on an annual basis. The FY 2014 reimbursements for this grant are not included in the Revenue Estimate or approved through the Grants process. Consequently, Court can expect to see similar revenue certification “new” budget adjustments for this purpose this fiscal year.

The memo from the County Auditor certifying the revenue is attached.

PBO recommends approval of this new revenue budget adjustment.

**cc:** Sherri Fleming, County Executive, HHSVS  
Leroy Nellis, Acting County Executive, PBO  
Dede Bell, Daniel Wilson, Patty Lennon, County Auditor’s Office  
Kathleen Haas, Lisa Glass, HHSVS  
Travis Gatlin, Diana Ramirez, PBO  
Jessica Rio, Budget Director, PBO

TRAVIS COUNTY  
AUDITOR'S OFFICE

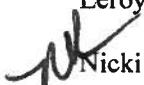
NICKI RILEY, CPA  
COUNTY AUDITOR



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

---

July 08, 2014

**TO:** Leroy Nellis, County Executive, Planning and Budget  
**FROM:**  Nicki Riley, County Auditor  
**SUBJECT:** Certification of Revenue – Texas Gas Service – Share the Warmth

I hereby certify \$7,935.00 of as additional revenue to be used by Travis County Health & Human Services for the use on the Texas Gas Service – Share the Warmth grant.

These funds were awarded by Texas Gas Service and should be used as follows:

**Local Grant # 800212**  
**Fund # 2034**  
**Sponsor # 500034**

**Internal Order # 100423**  
**Sponsor Class: 100423**  
**Amount: \$ 7,935.00**

In the past, it has been the procedure of the Commissioners' Court to increase the budget for the expenditures of these funds upon certification of revenue.

If you have any questions, please call Cynthia Sayles at 854-4233.

NR/cs

cc: Dan Wilson, Chief Asst. County Auditor, County Auditor  
Aerin Pfaffenberger, Budget Analyst, PBO  
Lisa Sindermann, Financial Analyst, Travis County Health & Human Services  
Dede Bell, Financial Manager, County Auditor  
Cynthia Sayles, County Auditor

# GM Budget - Approval Process Document used by PFAFFEA

Menu **▶** Back **Exit** Cancel **System** **Approve Document** **Reject Document** **Decide Later** **Budget Overview**

Document Number **1000002766**  Check OK

## Header Additional Information

**Process** Enter  **Currency** USD **Document Status** Preposted   
**Grant** 600212 **Document Date** 07/15/2014 **Reversal Status** Normal   
**GM Doc Type** 61 **Budget Version** 0 **Budget Status** Re Released   
**Header Description** Accept funds from Texas Gas Serv **Reason Code**

## List View Hierarchy View

Line	Class Type	Valid from Date	Valid to Date	Sponsored Program	Sponsored Class	Fund	Net Amount	Posting Date	Text
000010		04/01/2012	09/30/2014	100423	511410	2034	7,935.00	04/01/2012	
000020		04/01/2012	09/30/2014	100423	410010	2034	7,935.00	04/01/2012	

Line	FM Area	Fund	Sponsored Program	Sponsored Cla...	Grantee FY	Valid from Date	Valid to Date	Amount	Distribution Key	Commitment Item	Funds Cen...	Functional Area	Funded Program
000010	1000	2034	100423	511410	2014	10/01/2013	09/30/2014	7,935.00	1	511410	1580110001	1530	100423
000020	1000	2034	100423	410010	2014	10/01/2013	09/30/2014	7,935.00	1	410010	1580110001	1530	100423

• 15,870.00

*Alen* July 17, 2014

*W*



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

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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Alan Miller, Budget Analyst, Sr. *Am*

**DATE:** July 14, 2014

**RE:** Revenue Neutral Request to Transfer Funds from Allocated Reserve for Additional Fencing and Repairs to a Travis County Sheriff's Office (TCSO) Incinerator to be Offset by a Contribution of Funds from Abandoned Vehicle Proceeds;

The Travis County Sheriff's is allowed to auction abandoned vehicles and transfer those proceeds the General Fund to support law enforcement activities. The Sheriff has identified some fencing and repairs needed to secure evidence and equipment at the East Command Center as well as make repairs on equipment.

To fund the estimated expense of \$40,000, TCSO is proposing to deposit abandoned vehicle proceeds to the County General Fund. Due to the mid-year timing, this additional revenue cannot be certified in FY 2014 but will fall to the FY 2014 ending fund balance. To allow TCSO access to the funds to make the necessary improvements and repairs, a transfer from Allocated Reserves equivalent to the amount deposited is proposed.

The transaction is ultimately cost neutral and allows access to the funds immediately. PBO recommends approval of the proposed adjustment from the Allocated Reserve. If the transfer is approved, the Allocated Reserve will be \$5,935,402 with \$1,516,404 of pending earmarks.

cc: Jessica Rio, Travis Gatlin, PBO  
Darren Long, Mark Sawa, Paul Matthews, Maria Wedhorn, TCSO

*4*



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

July 8, 2014

### 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 Gómez, Commissioner, Precinct 4

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

**SUBJECT:** Agreement to Reimburse Travis County Reserve Fund with Excess Abandoned Vehicle Funds

The purpose of this memorandum is to notify the Travis County Commissioner's Court of a proposal between the Sheriff's Office and the Travis County Planning and Budget Office (PBO) to reimburse the Travis County reserve fund for the advancement of \$40,000 from the County's Allocated Reserve Fund (FC 1980000000 Fund 0001 CI 580010) to the Sheriff's Law Enforcement Fund (1370750001) to be split between Other Equipment & Repairs (CI 511620) and Fence Construction (CI511973) in the amounts of \$10,000 and \$30,000 respectively.

In exchange, the Sheriff's Office will reimburse the County's Allocated Reserve Fund \$40,000 from the Sheriff's Abandoned Vehicle account.

If approved, this measure will be **Revenue Neutral** to the county's overall budget.

Under the Texas Transportation Code Section 683.015 (d) that covers abandoned vehicle auction proceeds, "A municipality or county may transfer funds in excess of \$1,000 from the account to the municipality's or county's general revenue account to be used by the law enforcement agency."



Safety, Integrity, Tradition of Service

5

The Sheriff's Office intends to use the advancement of county reserve funds to purchase needed fencing to secure vehicles and other equipment. The vehicles to be secured are of an evidentiary value, and thus need to be stored in a secured area.

Second, the equipment fencing will improve the security surrounding said equipment and will ensure that highly sought-after evidence is not tampered with before it may be destroyed. In both cases, the approval of this immediate request will allow the Sheriff's Office to meet requirements expected with evidence safe-keeping practices and to better meet current industry standards.

Finally, the balance of funds will be used by TCSO to make improvements to the office's drug incinerator. The enhancements will improve overall safety and bring it into compliance with other regulatory requirements.

Please feel free to contact me at 854-9234, if you would like any additional information.

cc: Greg Hamilton, Travis County Sheriff's Office  
Major Darren Long, Travis County Sheriff's Office  
Major Mark Sawa, Travis County Sheriff's Office  
Maria Wedhorn, Travis County Sheriff's Office  
Gracie Sanders, Travis County Sheriff's Office  
Jessica Rio, Travis County Planning and Budget  
Alan Miller, Travis County Planning and Budget  
David Jungerman, Travis County Auditor's Office



# Header Information for Entry Doc Number

400006174

Doc. Number 400006174 Doc. Status Preposted FM Area 1000  
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jul 15, 2014  
 Value Type Budget Version 0 Doc. Type TRAN  
 Budget Type 1 Fiscal Year 2014 Year. Cash. Eff  
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family  
 Creation Date Jul 15, 2014 Creation Time 09:24:16  
 Resp. Person Public Law  
 Legislation

## Additional Data

Creator WEDHORM  
 Resp. Person  
 Year Cohort  
 Legislation

Header Text

TextName

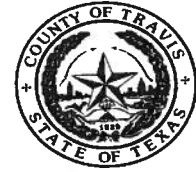
## Lines

Total Document 40 000

USD from allocated funds will be returned to fund balance.

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-40,000	Allocated Reserves for Abandon Veh. Transfer
000002	0001		1370750001	511620	1310	NOT-RELEVANT NON-FUNDED-PROGRAM	10,000	C.C Action 07/22
000003	0001		1370750001	511973	1310	NOT-RELEVANT NON-FUNDED-PROGRAM	30,000	

*AD in July 17, 2014*



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

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Alan Miller, Budget Analyst *AM*

**DATE:** July 9, 2014

**RE:** Request to Transfer Funds from STAR Flight Maintenance Reserve to Purchase a Hoist.

STAR Flight has received an opportunity to purchase a new hoist for less than the cost to overhaul of an existing hoist. A hoist overhaul is \$119,101 and the proposed cost for this new hoist is \$106,450. This additional hoist provides several advantages to the program:

- It ensures that when there is an overhaul or repair, which can take a hoist offline for 6 months waiting on the vendor, there are still two working hoists. One hoist is 10 years old and will need to be overhauled in FY 2017. During this time the department with only one hoist to respond to an air rescue need. The other exiting hoist will be overhauled in FY 2020.
- It delays the need for an overhaul of a hoist based on total hours. (Hoists must be overhauled every 10 years, regardless of use.)
- If necessary the additional hoist will allow all three helicopters to be fitted with a hoist in the case of an air rescue emergency.

PBO concurs with the departmental proposal to utilize the STAR Flight Maintenance Reserve. If approved, this transfer will reduce the funds in the Reserve to \$1,964,259. For FY 2015, PBO is recommending that \$972,000 of these funds be used for routine STAR Flight maintenance. The remainder, \$992,259 will continue in a reserve for FY 2015.

PBO recommends approval of this transfer.

cc: Jessica Rio, Budget Director  
Travis Gatlin, Assistant Budget Director  
Danny Hobby, County Executive, Emergency Management  
Casey Ping, Program Director, StarFlight  
Christine Lego, Emergency Services



Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

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

**To:** Travis County Commissioners Court  
**Through:** Danny Hobby, County Executive, Emergency Services  
**From:** Casey Ping, Program Director, **STAR Flight**  
**Date:** July 7, 2014  
**Subject:** Rescue Hoist Purchase Request

During the FY15 budget submittal process **STAR Flight** requested a spare rescue hoist. The hoist without boom and control pendant was cost at \$150,139. A new rescue hoist, boom and control pendant is cost at \$285,725. The rescue hoist has proven to significantly increase the effectiveness and efficiency of our rescue operations. **STAR Flight** currently has one rescue hoist per aircraft (excluding the firefighting aircraft, **STAR Flight 4**). Scheduled or unscheduled hoist overhaul/repair can usually take up to 6 months, which then reduces our search and rescue capabilities. As an example, in October 2013 we sent a rescue hoist to the manufacturer for a scheduled/required overhaul. The hoist was returned in March 2014. During that time we had one aircraft with reduced search and rescue capabilities. The additional hoist would increase search and rescue capabilities during times of crisis such as the recent Halloween Flood of October 31, 2014. Central Texas is known as Flash Flood Alley. Floods occur in all months of the year. Hoist repair and overhaul can occur at any time and it is not possible to schedule them during times without flooding. The additional hoist will also extend scheduled overhauls as hoist time can be spread over a larger number of units.

In June 2014 the Department was contacted by Resources Unlimited that they had access to a new, zero time, and unused rescue hoist boom and control pendant. That unit was quoted at \$106,450. This is less than the overhaul cost for the rescue hoist in 2014. Based on the significant savings that can be achieved by this purchase at this time, the benefit to maintaining this lifesaving capability for our residents, and the FY15 budget request already submitted for consideration, the Department conferred with PBO and the Purchasing Office for consideration and action steps for purchase. It was determined a bid process was the appropriate next step.

A competitive bid process for rescue hoist, boom and control pendant was conducted by the Purchasing Office. Resources Unlimited submitted a bid of \$106,450, which was the lowest bid received.

The Department recommends that the Commissioners Court approve this purchase from the Seton donation fund. A budget transfer will be requested through PBO for this purchase.

Please let us know if we can provide you any additional information regarding this request.

Casey

Cc. Alan Miller, PBO  
Bonnie Floyd, Purchasing Office  
Loren Breland, Purchasing Office

# Header Information for Entry Doc Number

400006108

Doc. Number 400006108 Doc. Status Preposted FM Area 1000  
Budget. Cate. Payment Doc. Year 2014 Doc. Date Jul 7, 2014  
Value Type Budget Version 0 Doc. Type TRAN  
Budget Type 1 Fiscal Year 2014 Year.Cash.Eff  
Process UI TRAN Process SEND Original.Applic. BWB Doc. Family  
Creator LEGOC Creation Date Jul 7, 2014 Creation Time 16:00:16  
Resp. Person Year Cohort Public Law  
Legislation

## Additional Data

## Lines

Total Document 106 450 USD from StarFlight Reserve

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncAreaGrant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580320	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-106,450	RESCUE HOIST PURCHASE
000002	0001		1590020001	520150	1510	NOT-RELEVANT NON-FUNDED-PROGRAM	106,450	July 17, 2014

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



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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Aerin-Renee Toussaint, Budget Analyst

**DATE:** July 22, 2014

**RE:** Request funds from the Allocated Reserves to fund a six-month pilot program in the Constable Three and Justice of the Peace Precinct Three Offices, using the Parking Mobility Program

The Constable, Precinct Three Office is requesting Commissioners Court approval of a transfer of \$49,500 from the Allocated Reserve to fund a six-month pilot program in the office. The funds will help establish a pilot program for disabled parking enforcement in Precinct Three, working with the Access Empowerment and its Parking Mobility program.

On June 3<sup>rd</sup>, 2014, Commissioners Court approved a motion that directed support departments to work with Access Empowerment to prepare a contract, create a pilot program, identify a source of funding, and evaluate the program after six months. The County Attorney and Purchasing Offices have completed contract negotiations with Access Empowerment, and a contract is ready to be executed for the Parking Mobility program.

The program will be housed in the Constable Three Office. This office does not have sufficient internal funds to cover the cost of the pilot program. For this reason, the Allocated Reserve is the proposed funding source.

This budget transfer corresponds with Contract #4400002131, which is also on Commissioners Court Agenda for consideration.

**cc:** The Honorable Sally Hernandez, Constable, Precinct Three  
The Honorable Susan Steeg, Justice of the Peace, Precinct Three  
Cyd Grimes, Travis County Purchasing Agent  
Leroy Nellis, Interim County Executive, Planning and Budget Office  
Jose Hernandez, Constable Three Office  
Jennifer Kraber, County Attorney's Office  
Travis Gatlin, Diana Ramirez, Planning and Budget Office  
Jessica Rio, Budget Director  
David Walch, Purchasing Office

# Header Information for Entry Doc Number

400006176

Doc. Number 400006176 Doc. Status Preposed FM Area 1000  
Budget. Cate. Payment Doc. Year 2014 Doc. Date Jul 15, 2014  
Value Type Budget Version 0 Doc. Type TRAN  
Budget Type 1 Fiscal Year 2014 Year. Cash. Eff  
Process UI TRAN Process SEND Original. Applic. BWB Doc. Family  
Creator HERNANJ1 Creation Date Jul 15, 2014 Creation Time 11:00:40  
Resp. Person Public Law  
Legislation

## Additional Data

Header Text Parking Mobility; Contr. # 4400002131

TextName

## Lines

Total Document 49,500 USD from Allocated Reserves

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120 NOT-RELEVANT	NON-FUNDED-PROGRAM	-49,500	
000002	0001		1330020001	511900	1310 NOT-RELEVANT	NON-FUNDED-PROGRAM	49,500	

~~AD-2~~ July 17, 2014

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

---

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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**From:** Aerin-Renee Pfaffenberger, Budget Analyst

**DATE:** July 22, 2014

**RE:** Cell Phone Allowance, HHSVS

The Health and Human Services and Veterans Service Department is requesting to internally fund a monthly cellular allowance for a staff member (Position 300005274) who uses their personal phone for a significant amount of work-related business.

According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda.

A total of \$110.94 is being transferred internally to fund the cell phone allowance within the department.

PBO concurs with this request.

**cc:** Sherri Fleming, County Executive, HHSVS  
Leroy Nellis, Interim County Executive for Planning and Budget  
Nicki Riley, Travis County Auditor  
Brad Bearden, Emergency & Wireless Communication Manager  
Scott Diamond, County Auditor's Office  
Travis Gatlin, Diana Ramirez, PBO  
Kathleen Haas, Caula McMarion, HHSVS  
Jessica Rio, Travis County Budget Director

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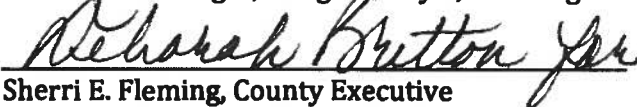


**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming, County Executive  
(512) 854-4100**

**DATE:** July 10, 2014

**TO:** Aerin Pfaffenberger, Budget Analyst, Planning and Budget Office

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

**SUBJECT:** Health and Human Services and Veterans Service Cellular Phone Allowance Request

**Proposed Motion:** Consider and take appropriate action to approve the cellular phone allowance request for Joseph Starr.

**Summary:** The employee listed above is frequently in the field and away from routine telephone communication. The use of cellular phones is pertinent to performing his job functions. The department is requesting authorization of the cell phone allowance for this employee following Chapter 39.032 of the Travis County Wireless Communications Policy. The HHSVS County Executive has approved the request form to establish the monthly cellular allowance for this employee.

**Budgetary and Fiscal Impact:** The FY'2014 funds are set aside BA# 400006099; cost centers 1580320001.

These monthly amounts are supplemental income as processed through the payroll system, included in the employee's gross income and subject to standard payroll withholding for federal taxation and retirement contributions.

**cc:** Leroy Nellis, Acting County Executive, Planning and Budget  
Brad Bearden, Emergency & Wireless Communications Manager  
Nicki Riley, Travis County Auditor  
Scott Diamond, Travis County Auditor Payroll  
Caula McMarion, HHSVS Accountant  
Kathleen Haas, HHSVS Finance Manager

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## Travis County Monthly Cellular Service Allowance REQUEST FORM

Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

*Richard Britton*  
 Official/Department Head Signature and Date

7/11/14  
 /effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, and then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 506010 (6.2%), 506050 (13.67%), 506060 (1.95 POPS positions), 506020 (1.45%), and the remaining into 511710. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
A, #2002076, Carpenter, #30005274	<input type="checkbox"/>	<input type="checkbox"/>	X
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:**

Reviewed by PBO

\_\_\_\_\_  
*Signature and date*

Approved by Commissioner's Court

\_\_\_\_\_  
 Date

Processed by Auditor's Office

\_\_\_\_\_  
*Signature and date*

**Allocated Reserve Status (580010)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Variou Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Variou Depts
(23,425.00)	Constable Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
5,352.82	Allocated Reserve	10/22/13	Liquidated Purchase Orders-Variou Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Variou Depts
(8,018.00)	FMD	11/5/13	Security Fencing Project
(19,327.00)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
3,478.13	Allocated Reserve	11/5/13	Liquidated Purchase Orders-Variou Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Variou Depts
(28,482.00)	Probate Court	11/19/13	Probate Judge's Additional Pay
23,517.75	Allocated Reserve	11/19/13	Liquidated Purchase Orders-Variou Depts
(59,065.00)	Constable Pct. 1	11/26/13	Constable Staffing @ 5501 Airport
(25,000.00)	FMD	11/26/13	Constable Staffing @ 5501 Airport
(339,552.38)	Purchasing	11/26/13	Disparity Study
18,954.85	Allocated Reserve	11/27/13	Liquidated Purchase Orders-Variou Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Variou Depts
(4,141.00)	County Judge	12/30/13	ACC Internship Program
(4,141.00)	Civil Courts	12/30/13	ACC Internship Program
(4,141.00)	Cons. Pct. 1	12/30/13	ACC Internship Program
(4,141.00)	Records Mngt.	12/30/13	ACC Internship Program
2,128.88	Allocated Reserve	1/7/14	Liquidated Purchase Orders-Variou Depts
(50,000.00)	General Administration	1/14/14	Organizational Review
33,203.06	Allocated Reserve	1/22/14	Liquidated Purchase Orders-Variou Depts
(15,000.00)	HRMD	1/28/14	ADA Program Funding
(22,100.00)	TNR	1/28/14	CAPCOG
20,293.84	Allocated Reserve	1/28/14	Liquidated Purchase Orders-Variou Depts
8,602.20	Allocated Reserve	1/29/14	Liquidated Purchase Orders-Variou Depts
(20,086.00)	Sheriff's Office	2/4/14	TCSO Deputy for County Court-at-Law #6
(38,883.16)	Probate Court	2/11/14	Family Eldercare Guardianship Contract
1,199.35	Allocated Reserve	2/11/14	Liquidated Purchase Orders-Variou Depts
(75,000.00)	County Attorney	2/18/14	MERS Case Expenses
(1,186,224.00)	TNR	2/18/14	Buyouts for Onion Creek and Other Areas
21,349.37	Allocated Reserve	3/7/14	Liquidated Purchase Orders-Variou Depts
(2,500,000.00)	TNR	3/18/14	Reimbursement Resolution for State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626
(472,000.00)	TNR	3/25/14	Repair Water Quality Control & Flood Detention Structures damaged in the October, 2013 Flood
13,395.38	Allocated Reserve	3/24/14	Liquidated Purchase Orders-Variou Depts
4,141.00	County Judge	4/1/14	Reimbursement of unused funds for ACC Internship Program
10,551.26	Allocated Reserve	4/1/14	Liquidated Purchase Orders-Variou Depts
5,621.75	Allocated Reserve	4/8/14	Liquidated Purchase Orders-Variou Depts
(25,000.00)	County Attorney	4/15/14	Legal Services

**Allocated Reserve Status (580010)**

1,048.88	Allocated Reserve	4/17/14	Liquidated Purchase Orders-Variou Depts
5,359.28	Allocated Reserve	4/28/14	Liquidated Purchase Orders-Variou Depts
(20,000.00)	TNR	4/29/14	Maha Loop Right of Way
23,220.14	Allocated Reserve	5/5/14	Liquidated Purchase Orders-Variou Depts
115,729.21	Allocated Reserve	5/13/14	Liquidated Purchase Orders-Variou Depts
19,524.42	Allocated Reserve	5/21/14	Liquidated Purchase Orders-Variou Depts
(7,500.00)	Historical Commission	5/27/14	County match Historical Comm. Grant Award
(32,071.00)	County Attorney	5/27/14	Create 2 new position in County Atty. Office.
3,899.81	Allocated Reserve	5/27/14	Liquidated Purchase Orders-Variou Depts
(60,000.00)	Criminal Courts	6/3/14	Legally mandated services
29,305.23	Allocated Reserve	6/5/14	Liquidated Purchase Orders-Variou Depts
36.08	Allocated Reserve	6/10/14	Liquidated Purchase Orders-Variou Depts
12,562.71	Allocated Reserve	6/13/14	Liquidated Purchase Orders-Variou Depts
(52,960.00)	Medical Examiner	6/24/14	Cadaver Contract
(180,019.00)	Emergency Services	6/24/14	Pilot Fire Detection Program in western Travis County
51,526.79	Allocated Reserve	6/24/14	Liquidated Purchase Orders-Variou Depts
13,501.00	Allocated Reserve	6/30/14	Liquidated Purchase Orders-Variou Depts
13,776.41	Allocated Reserve	7/2/14	Liquidated Purchase Orders-Variou Depts
23,399.58	Allocated Reserve	7/14/14	Liquidated Purchase Orders-Variou Depts
<b>5,958,802.41</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

	<b>Explanation</b>
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$8,178)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$10,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
<b>(\$1,516,404)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$4,442,398</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

**Capital Acquisition Resources Account Reserve Status (580070)**

**CAR RESERVE TRANSFERS**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
2,431,317			Beginning Balance
(135,828)	ITS	10/29/13	EOB Renovations
(12,489)	ITS	11/19/13	Computers for Automated Assessment Tools
(226,779)	ITS	12/10/13	EOB Renovations
(61,707)	ITS	2/4/14	EOB Renovations
(34,800)	Emergency Services	2/11/14	Starflight Maintenance
(65,000)	Medical Examiner	2/18/14	Replacement Headspace Auto Sampler - Gas Chromatograph
(84,000)	District Clerk	5/6/14	Scanning Equipment
(757,654)	ITS	5/13/14	Complete FY 2014 FMD Projects
(320,000)	Juvenile Probation	6/10/14	Juvenile Probation Master Plan
<b>733,060 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Reserves Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$20,200)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$884,546)	Total Possible Future Expenses (Earmarks)
(\$151,486)	<b>Remaining CAR Reserve Balance After Possible Future Expenditures</b>

**Reserve for Emergencies and Contingencies Status (580120)**

Amount	Dept Transferred Into	Date	Explanation
5,000,000.00			Beginning Balance
<b>\$5,000,000 Current Reserve Balance</b>			

**Fuel & Utilities Reserve Status (580130)**

Amount	Dept Transferred Into	Date	Explanation
300,000.00			Beginning Balance
<b>\$300,000 Current Reserve Balance</b>			

**Civil and Family Justice Center (Planning) Reserve Status (580210)**

Amount	Dept Transferred Into	Date	Explanation
5,446,000.00			Beginning Balance
(1,779,411.00)	PBO	10/22/13	Phase I & II
(2,673,810.00)	PBO	4/8/14	IR/CA Contract
(194,000.00)	PBO	6/3/14	Site Related Investigations for Due Diligence Items
<b>\$798,779 Current Reserve Balance</b>			

**Juvenile Justice Reserve Status (580260)**

Amount	Dept Transferred Into	Date	Explanation
504,726.00			Beginning Balance
<b>\$504,726 Current Reserve Balance</b>			

**Smart Building Maintenance Reserve Status (580240)**

Amount	Dept Transferred Into	Date	Explanation
297,948.00			Beginning Balance
(\$27,031)	FMD	4/15/14	Maintenance Expenditures for SMART facility
<b>\$270,917 Current Reserve Balance</b>			

**Reserve for Replacement of Integrated Justice Systems Status (580160)**

Amount	Dept Transferred Into	Date	Explanation
5,235,265.00			Beginning Balance
(\$2,315,079)	ITS	3/25/14	CUC TechShare
<b>\$2,920,186 Current Reserve Balance</b>			

**Reserve for State Funding Cuts Status (580310)**

Amount	Dept Transferred Into	Date	Explanation
250,000.00			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**STAR Flight Maintenance Reserve Status (580320)**

Amount	Dept Transferred Into	Date	Explanation
1,995,050.00			Beginning Balance
\$ (564,341)	EMS	4/15/14	Additional repairs needed
\$ 640,000	EMS	4/15/14	Seton Donation Installment
<b>\$2,070,709 Current Reserve Balance</b>			

**Reserve for 1115 Waiver Participation Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Reserve for Interlocal Agreements Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
1,950,308.00			Beginning Balance
(406,090.00)	HHSVS	12/3/13	City of Austin Public Health Services & Animal Services
<b>\$1,544,218 Current Reserve Balance</b>			

**Reserve for External Social Services Contracts Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
1,155,025.00			Beginning Balance
(322,172.00)	HHSVS	12/17/13	Collaborative Afterschool Program
(500,000.00)	HHSVS	1/21/14	Early Childhood Services
<b>\$332,853 Current Reserve Balance</b>			

**Sheriff's Office Overtime Reserve Status (580330)**

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

Amount	Dept Transferred Into	Date	Explanation
68,085,598.00			Beginning Balance
(2,500,000.00)	FMD	10/15/13	Reimbursement Resolution for 416 W. 11th Street
(16,606,000.00)	TNR	11/12/13	Reimbursement Resolution for Maha Loop Road: Pearce Lane
(5,230,741.00)	TNR	11/26/13	Reimbursement Resolution for Vehicle and Heavy Equipment
(2,480,000.00)	TNR	11/26/13	Reimbursement Resolution for New Entrance for NE Metropolitan Park
(1,774,058.00)	FMD	11/26/13	Reimbursement Resolution for EOB Renovations Floors 4 - 11
(512,400.00)	FMD	11/26/13	Reimbursement Resolution for Collier Evidence Warehouse Expansion
(1,095,302.00)	ITS	11/26/13	Reimbursement Resolution for TechShare Software Source Code/AMCAD Enterprise License
(250,000.00)	ITS	11/26/13	Reimbursement Resolution for Information Security Appliance
(435,000.00)	TCSO	11/26/13	Reimbursement Resolution for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex
16,606,000.00	TNR	5/20/14	Reverse RR for Maha Loop Road: Pearce Lane
<b>\$53,808,097 Current Reserve Balance</b>			

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## Travis County Commissioners Court Agenda Request

**Meeting Date:** 07/22/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Victoria Ramirez, Planning and Budget, 854-6039

**Elected/Appointed Official/Dept. Head:** Jessica Rio, Budget Director, 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. Amendment to the contract with the Corporation for National and Community Service for a one-time augmentation of the grant award for the Coming of Age program in the Health and Human Services and Veterans Service Department; and
- B. Ratification of an amendment to the contract with the Office of the Governor, Criminal Justice Division to deobligate unspent funds from the FY 2013 award for the Drug Diversion Court Program in the Pretrial Services Department.

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

Item A amends the grant contract, first approved by the Commissioners Court on May 6, 2014, to accept a \$2,500 increase to the grant award. Item B is a request from PBO for the Commissioners Court to ratify a deobligation of funds that occurred automatically during the close-out of the FY 2013 Drug Diversion Court Grant in November 2013.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

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

Item A requires a County cost share of \$25,348, which the department can cover within its internal budget. Item B requires no County match.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Jessica Rio  
David Salazar



TRAVIS COUNTY

7/22/2014

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 #
<b>A</b>	158 Coming of Age (CNCS)*	04/01/14 - 03/31/15	\$52,995	\$25,348	\$0	\$0	\$78,343	0.69	R	MC	11
<b>B</b>	142 Drug Diversion Court*	09/01/12 - 08/31/13	\$132,585	\$0	\$0	\$0	\$132,585	1.00	R	MC	22

\* Amended from original.

**PBO Notes:**

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

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

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

**FY 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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014

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**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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014

**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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014
145	TDA Equipment Assistance Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	6/10/2014
149	Flood Mitigation Assistance (FMA) Buyout Halloween 2013 Flood	08/01/14 - 08/01/17	\$3,323,055	\$1,107,685	\$0	\$0	\$4,430,740	0.00	6/17/2014
137	2014 Vision Summit	01/01/14 - 12/31/14	\$41,892	\$0	\$0	\$0	\$41,892	0.00	6/17/2014
135	Accessible Parking Public Awareness Campaign	09/01/14 - 08/31/15	\$150,000	\$50,000	\$0	\$0	\$200,000	0.90	7/1/2014
137	Becoming a Mom	10/01/14 - 09/30/15	\$9,975	\$0	\$0	\$0	\$9,975	0.00	7/8/2014
149	FY 2015-2019 Transportation - FM 2304	07/15/14 - 09/30/24	\$7,917,000	\$1,583,000	\$0	\$0	\$9,500,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 812	07/15/14 - 09/30/24	\$3,083,333	\$616,667	\$0	\$0	\$3,700,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 973	07/15/14 - 09/30/24	\$2,500,000	\$500,000	\$0	\$0	\$3,000,000	0.00	7/15/2014
			\$31,457,980	\$10,501,767	\$187,437	\$226,610	\$42,373,794	69.03	

\*Amended from original agreement.

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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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

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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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

**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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	5/27/2014

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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.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/27/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	\$648,914	\$0	\$0	\$0	\$648,914	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	\$43,287	\$0	\$0	\$0	\$43,287	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	\$121,806	\$0	\$0	\$0	\$121,806	0.00	6/10/2014
149	Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement (TE)	07/08/14 - 09/30/20	\$1,529,977	\$382,495	\$0	\$0	\$1,912,472	0.00	7/8/2014
149	Braker Lane North Design CSJ 0914-04-280 CAMPO Surface Transportation Program - Metropolitan Mobility (STP-MM)	07/15/14 - 09/30/24	\$1,040,000	\$335,790	\$0	\$0	\$1,375,790	0.00	7/15/2014
145	Juvenile Drug Treatment Court - SAMHSA/CSAT*	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	7/15/2014
145	Juvenile Drug Treatment Court - OJJDP*	10/01/10 - 09/30/14	\$424,979	\$141,667	\$0	\$0	\$566,646	2.50	7/15/2014
			\$17,545,337	\$2,503,158	\$79,164	\$184,333	\$20,311,992	122.86	

\*Amended from original agreement.



**FY 2014 Grants Summary Report  
Permissions to Continue Approved by Commissioners Court**

*Amount requested for PTC*

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	Yes
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	Yes
119	Other Victim Assistance Grant Program	09/01/13 - 08/31/14	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	Yes
124	Veterans' Court Program	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	Yes
137	Child Abuse Victim Services Personnel Program	09/01/13 - 08/31/14	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	Yes
142	Drug Diversion Court Program	09/01/13 - 08/31/14	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	Yes
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/13 - 08/31/14	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	Yes
145	Trauma Informed Assessment and Response Program	09/01/13 - 08/31/14	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	Yes
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/13 - 08/31/14	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	Yes
145	Texas Juvenile Justice Department Grants	09/01/13 - 08/31/14	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	Yes
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	Yes

**FY 2014 Grants Summary Report**  
**Permissions to Continue Approved by Commissioners Court**

*Amount requested for PTC*

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	Yes
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	Yes
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	Yes
158	Comprehensive Energy Assistance Program	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No
158	AmeriCorps**	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014	No
<b>Totals</b>			<b>\$837,730</b>	<b>\$707,300</b>	<b>\$1,545,030</b>	<b>133.17</b>			

\*\* This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #: 14SRWTX015

SAP #: 800363

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

<b>Grant Title:</b>	Coming of Age (CNCS)		
<b>Grant Period:</b>	From: <input type="text" value="Apr 1, 2014"/>	To: <input type="text" value="Mar 31, 2015"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Corporation for National and Community Service (CNCS)		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 38,991	\$ 25,070	\$ 0	\$ 0	\$ 64,061
Operating:	\$ 14,004	\$ 278	\$ 0	\$ 0	\$ 14,282
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 52,995</b>	<b>\$ 25,348</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 78,343</b>
FTEs:	0.42	0.27	0.00	0.00	0.69

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
<b>Applicable Departmental Measures</b>					
1.	Number of volunteers referred to nonprofit organizations	948	800	800	800
2.	Number of elderly able to continue living in their own homes because of volunteer help	3876	1000	1000	1000
3.	Number of agencies using volunteers as part of the effort to maintain services and programs	26	25	25	25
4.	Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	32	30	30	30
<b>Measures for the Grant</b>					
1.	Dept. measures and grant measures are the same	100%	70%	70%	70%
Outcome Impact Description		Percentage of organizations provided with Coming of Age volunteers reporting that programs and services to clients were maintained			
2.		87%	75%	75%	75%
Outcome Impact Description		Percentage of clients served who will remain in their homes			
3.		100% (34% response rate)	80%	80%	80%
Outcome Impact Description		Percentage of organizations that report capacity increases as a result of training and technical assistance provided through the non-profit support component of the Coming of Age program			

**PBO Recommendation:**

Health and Human Services and Veterans Service is requesting Commissioners Court approval of an amendment to the Coming of Age grant to increase the program budget by \$2,500. The Corporation for National and Community Service (CNCS) has improved a one-time budget increase for the program.

The current grant contract of \$50,495 was approved by Commissioners Court on May 6, 2014. The one-time increase sets the total FY 14 award at a total of \$52,995. To accommodate the increase, the department has increased the County Cost Share by \$278 for a total of \$25,348. This is covered by the current departmental budget.

PBO recommends approval of this amendment.

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

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

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

This grant pays part of the salary, benefit and operating expenses of the Coming of Age program. The General Fund would most likely have to cover these if the grant is not renewed.

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

The Commissioners Court approved the FY'14 grant of \$50,495 on 5/6/14. This amendment increases the award by \$2,500 for a total of \$52,995. The County Cost Share is increased by \$278 for a total of \$25,348. This is covered by the current departmental budget. No additional funds or staff are required.

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

The Coming of Age (CNCS) grant was reduced from \$63,119 in FY'11 to \$50,495. This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs due to the funding decrease.

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.

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

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

NA

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

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

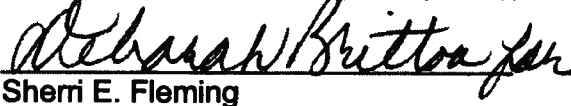


**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** July 7, 2014

**TO:** Members of the Commissioners Court

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

**SUBJECT:** Grant amendment from the Corporation for National and  
Community Service

**Proposed Motion:**

Consider and take appropriate action to approve a \$2,500 amendment to the FY'14 grant from the Corporation for National and Community Service which provides funds for the Coming of Age program.

**Summary and Staff Recommendation:**

Coming of Age administers the Retired and Senior Volunteer Program (RSVP) grant as a component of its overall program to offer civic engagement opportunities to older adults. Grant funds from the Corporation for National and Community Service (CNCS) and the Texas Department of Aging and Disability Services (DADS) make up approximately 16% of the Coming of Age departmental budget. The Travis County General Fund provides the other 84%.

This amendment provides a one-time only increase of \$2,500. TCHHSVS staff recommends approving this amendment.

**Budgetary and Fiscal Impact:**

The FY'14 grant is \$50,495. The one-time increase of \$2,500 brings the total to \$52,995. The County Cost Share is \$25,348. This is covered by the current departmental budget. No additional funds or staff are required.

**Issues and Opportunities:**

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

**Background:**

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

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

### Coming of Age Austin Metro

### Travis Co. through Travis Co. Health and Human Services and Veterans

Application ID: 14SR152599

	<b>Service</b>		<b>Budget Dates:</b>	
	Total Amt	CNCS Share	Grantee Share	Excess Amount
<b>Section I. Volunteer Support Expenses</b>				
<b>A. Project Personnel Expenses</b>				
<b>B. Personnel Fringe Benefits</b>				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>C. Project Staff Travel</b>				
Local Travel				
Long Distance Travel				
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>D. Equipment</b>				
<b>E. Supplies</b>				
<b>F. Contractual and Consultant Services</b>				
<b>I. Other Volunteer Support Costs</b>				
Criminal Background Check	0	0	0	0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>J. Indirect Costs</b>				
<b>Section I. Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Section II. Volunteer Expenses</b>				
<b>A. Other Volunteer Costs</b>				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	0	0	0	0
Recognition	2,778	2,500	278	0
Volunteer Travel	0	0	0	0
<b>Total</b>	<b>\$2,778</b>	<b>\$2,500</b>	<b>\$278</b>	<b>\$0</b>
<b>Section II. Subtotal</b>	<b>\$2,778</b>	<b>\$2,500</b>	<b>\$278</b>	<b>\$0</b>
<b>Budget Totals</b>	<b>\$2,778</b>	<b>\$2,500</b>	<b>\$278</b>	<b>\$0</b>
<b>Funding Percentages</b>		<b>90%</b>	<b>10%</b>	
<b>Required Match</b>		n/a		
<b># of years Receiving CNCS Funds</b>		n/a		

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**ASSURANCES**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20008-2000c-2) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a and 276a-77), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469, et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by the award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing

this program.

### For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps\*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effrfrfa.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Offense and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from -- (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees or service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed.
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community Service Act of 1990 and in the Corporation's regulations at § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;

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- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

### For Learn and Serve America Applicants ONLY

*If you are not applying for a grant through Learn and Serve America, you may disregard this section.*

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
  1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
  2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
  3. involve participants in the design and operation of the programs;
  4. promote service-learning in areas of greatest need, including low-income or rural areas; and
  5. otherwise integrate service opportunities into the academic program of the participants.

### For Social Innovation Fund Applicants ONLY

*If you are not applying for a Social Innovation Fund grant, you may disregard this section.*

- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.
- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individual members from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to--
  - the parent organizations of the applicant,
  - a subsidiary organization of the parent organization of the applicant, or,
  - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k);
- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.
- Commits cooperate with any evaluation activities undertaken by the Corporation.
- Has adopted and implemented standard of conduct policies and procedures in regard to procurements which meet the requirements of either 45 C.F.R. §2541.360(b)(3), or 2 C.F.R. §215.42 and 45 C.F.R. §2543.42.
- Has adopted and implemented policies and procedures in regard to the applicant's subgrant competitions which will provide reasonable assurance that conflicts of interest (or appearances of conflicts of interest) on the part of reviewers or decision-makers are identified and appropriately mitigated.

**CERTIFICATIONS****Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**Certification – Drug Free Workplace**

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace:

- A. Publishing a drug-free workplace statement that:
  - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
  - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
  - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted of a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
  - a. Taking appropriate personnel action against the employee, up to and including termination; or
  - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by the Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

**Certification - Lobbying Activities**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including

subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose according to the requirements of the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

**Certification - Grant Review Process (State Commissions Only)**

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

**For AmeriCorps State and National Applicants ONLY**

*If you are not applying for a grant through AmeriCorps\*State and National, you may ignore this section.*

**Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Notice of error in certification or assurance**

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**Definitions**

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

**Assurance requirement for subgrant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

**Assurance inclusion in subgrant agreements**

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

**Assurance of subgrant principals**

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Non-assurance in subgrant agreements**

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Prudent person standard**

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:   
SAP #:

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Pretrial Services	
<b>Contact Person/Title:</b>	Larry Spacek/Sr Financial Analyst; Victoria Ramirez/Budget Analyst	
<b>Phone Number:</b>	4-3103; 4-6039	

<b>Grant Title:</b>	Drug Diversion Court		
<b>Grant Period:</b>	From: <input type="text" value="Sep 1, 2012"/>	To: <input type="text" value="Aug 31, 2013"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Governor, Criminal Justice Division		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 59,996.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 59,996.00
Operating:	\$ 69,994.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 69,994.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 2,595.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,595.00
<b>Totals:</b>	<b>\$ 132,585.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 132,585.00</b>
<b>FTEs:</b>	1.00	0.00	0.00	0.00	1.00

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

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

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
<b>Applicable Departmental Measures</b>					
1.	# of people assessed for eligibility to participate in the program	400	400		
2.	# of new enrollments in the program	200	200		
3.	# of participants that have graduated from the program	80	80		
<b>Measures for the Grant</b>					
1.	Provide intensive case management for African-American participants	35	40		
Outcome Impact Description					
2.	Provide intensive case management for dually diagnosed participants	20	20		
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

This is a request for the ratification of the close-out of the Drug Diversion Court Grant from FY 2013 that was successfully completed in November 2013. This agenda item is for informational purposes only to note an administrative change that has already occurred. No further approval by the Court is required. PBO will be working with the County Attorney's Office and the County Auditor's Office to determine if changes are needed to the FY 2015 Budget Rules to appropriately handle such items without returning to Commissioners Court for approval or ratification.

The initial grant award was \$132,585. A required deobligation reduced this by \$45,704. This was due to a decrease in the expenditure on contractual services with Austin Travis County Integral Care (ATCIC) and Clean Investments in FY 2013. Services were not needed for the beneficiaries that were coming through the grant program. Pretrial Services will be working with the Auditor's Office and the grantor to make sure that grant expenses in the next contract will be better utilized.

PBO recommends ratification of this grant close-out.

**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 of the 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, the grant allows a 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.

If funding is not awarded, the department may request to incorporate the grant-funded FTE into the General Fund. 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 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 40 African-American offenders will continue to receive intensive case management and treatment coordination services from Clean Investments and 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.





## Travis County Commissioners Court Agenda Request

**Meeting Date:** 7/22/14

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

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, 854-9106

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

### **AGENDA LANGUAGE:**

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

- A. Proposed routine personnel amendments; and
- B. Non-routine salary adjustment from Health and Human Services 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 – 17.**

**B. Non-Routine Personnel Action – Pages 8, 18 - 20.**

**Health and Human Services** request 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](mailto: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

Leroy Nellis, Planning and Budget Office, 854-9106

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



# HRMD

Human Resources Management Department

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

• P.O. Box 1748

• Austin, Texas 78767

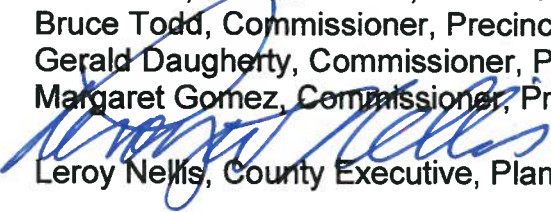
• (512) 854-9165 / FAX (512) 854-9757


**July 22, 2014**

**ITEM # :**

**DATE:** July 11, 2014

**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:**  Leroy Nellis, County Executive, Planning and Budget

**FROM:** Debbie Maynor, Director, HRMD 

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 17.**

**B. Non-Routine Personnel Action – Pages 8, 18 - 20.**

**Health and Human Services** request 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 Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LN/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	07/16/2014	N/A	N/A	1400 - Information Technology Service	30050190 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$65,000.00
New Hire	New Hire	07/14/2014	N/A	N/A	1450 - Facilities Management	30052651 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
New Hire	New Hire	07/14/2014	N/A	N/A	1450 - Facilities Management	30051877 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00
New Hire	New Hire	07/14/2014	N/A	N/A	1450 - Facilities Management	30051876 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00
New Hire	New Hire	07/10/2014	N/A	N/A	3200 - District Clerk	30001117 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	07/10/2014	N/A	N/A	3200 - District Clerk	30001158 / Court Clerk Asst / 4 - Special Project / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,206.40
New Hire	New Hire	07/14/2014	N/A	N/A	3200 - District Clerk	30001089 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	07/13/2014	N/A		N/A	3500 - Sheriff	30002124 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/13/2014	N/A		N/A	3500 - Sheriff	30002842 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	07/12/2014	N/A		N/A	3500 - Sheriff	30002869 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/13/2014	N/A		N/A	3500 - Sheriff	30002917 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	07/15/2014	N/A		N/A	3650 - Juvenile Probation	30052351 / Psychology Intern / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
New Hire	New Hire	07/15/2014	N/A		N/A	3650 - Juvenile Probation	30051228 / Psychology Intern / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
Re-Hire	Re-Hire	08/20/2014	N/A		N/A	3350 - Probate Court	30052627 / Law Clerk II / 2 - Temporary / 05 - Hourly - Retmt / GRD19 / 00 / \$29.28

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	06/06/2014	3500 - Sheriff	30002898 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002898 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	07/01/2014	3500 - Sheriff	30002848 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002848 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	07/15/2014	3500 - Sheriff	30002868 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002868 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	07/08/2014	3500 - Sheriff	30003366 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / \$54,414.67	3500 - Sheriff	30003366 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82
Mobility	Career Ladder	07/15/2014	3500 - Sheriff	30006040 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30006040 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	07/29/2014	3500 - Sheriff	30002803 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002803 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	07/16/2014	3500 - Sheriff	30005893 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30005893 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	07/05/2014	3500 - Sheriff	30002176 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002176 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	07/30/2014	3500 - Sheriff	30002601 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002601 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	07/16/2014	3500 - Sheriff	30002196 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002196 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	07/15/2014	3500 - Sheriff	30005887 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30005887 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$48,226.26
Mobility	Lateral Transfer	07/22/2014	1800 - Rcd Mgmt and Comm Rsrc	30005992 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / \$12.71	1800 - Rcd Mgmt and Comm Rsrc	30005992 / Imaging Production Tech / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / \$12.71
Mobility	Lateral Transfer	07/07/2014	3300 - District Attorney	30001286 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	3300 - District Attorney	30001305 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	07/07/2014	1850 - Health and Human Sv and Vet Sv	30050286 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$46,227.00	1850 - Health and Human Sv and Vet Sv	30005429 / Social Worker / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$48,828.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	07/16/2014	3050 - Tax Collector	30000134 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,307.53	3050 - Tax Collector	30000130 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	07/16/2014	3050 - Tax Collector	30000130 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3050 - Tax Collector	30000128 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	07/16/2014	3100 - County Attorney	30000910 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$31,728.94	3100 - County Attorney	30052529 / Evidence Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$42,382.08
Mobility	Promotion	07/16/2014	3100 - County Attorney	30000744 / Paralegal / 1 - Regular / 02 - Full Time Non- Exempt / GRD18 / 00 / \$50,071.10	3100 - County Attorney	30052528 / Office Mgr Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$61,276.80
Mobility	Promotion	07/01/2014	3200 - District Clerk	30001120 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,996.80	3200 - District Clerk	30001161 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83
Mobility	Promotion	08/01/2014	3500 - Sheriff	30002281 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80	3500 - Sheriff	30002981 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
Mobility	Promotion	07/15/2014	3650 - Juvenile Probation	30051227 / Psychology Intern / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$29,162.42	3650 - Juvenile Probation	30004142 / Juvenile Rsndnt Treatment Officer Sr / 1 - Regular / 02 - Full Time Non- Exempt / GRD16 / 00 / \$40,352.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Temporary to Regular	07/01/2014	1850 - Health and Human Sv and Vet Sv	30000688 / Americorp Participants / 3 - Stipend / 08 - Fee Based / NCF01 / 00 / \$13,741.44	1850 - Health and Human Sv and Vet Sv	30000665 / Education Instructional Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83

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7

**REVISED JOB DESCRIPTION**

<b>Job Title / Job #</b>	<b>FLSA</b>	<b>Pay Grade</b>
ME Chief / 20000079	E	Non-Classified

HRMD is providing attached memo and job description, see pages 9 - 17.

**NON-ROUTINE ACTIONS – SALARY CHANGE**

<b>Dept. (From)</b>	<b>Position / Position Title / Employee Subgroup / Grade / Level / Salary</b>	<b>Dept. (To)</b>	<b>Position / Position Title / Employee Subgroup / Grade / Level / Salary</b>	<b>Comments</b>
1850 - Health and Human Sv and Vet Sv	30005341 / Administrative Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$48,280.69	1850 - Health and Human Sv and Vet Sv	GRD15 / 00 / \$50,694.72	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

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

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

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

\_\_\_\_\_  
**Bruce Todd, Commissioner, Pct. 2**

\_\_\_\_\_  
**Gerald Daugherty, Commissioner, Pct. 3**

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



# Human Resources Management

700 Lavaca, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

## MEMORANDUM

DATE: July 11, 2014  
TO: Members of the Commissioners Court  
VIA: Leroy Nellis, County Executive, Planning & Budget Office  
FROM: Debbie Maynor, Human Resources Management Director  
Todd Osburn, Compensation Manager  
SUBJECT: Proposed Revised Job Classification

HRMD recommends revision of one job classification as outlined below:

### Chief Medical Examiner

Due to the recent resignation of the Chief Medical Examiner, the Medical Examiner's Office and HRMD have been working collaboratively to review the existing job classification for the Chief Medical Examiner in order to prepare for posting. Upon review, several changes are recommended. Highlights of the key changes to this classification include:

#### **Under the heading 'Duties and Responsibilities':**

- Added the phrase "Investigates deaths in accordance with Article 49.25, Texas Code of Criminal Procedure" as the first duty and responsibility". Article 49.25 of the Texas Code of Criminal Procedure is the most important of the jurisdictional statutes that regulates the medical examiner, and establishes the medical examiner's duties.
- Deleted the phrase "Administers oaths and takes affidavits while conducting investigations". This is an anachronistic hold-over from the days before the development of the medical examiner system and deaths were investigated by coroners.
- Additional duties and responsibilities have been added; requiring the Chief Medical Examiner to order appropriate analytical testing, prepare a written report on the cause of death, and issue a death certificate.
- Added language to address the responsibility of the Chief Medical Examiner to inform the proper law enforcement agency of any case in which there is an indication of criminal behavior and remain responsive to requests from law enforcement.
- Added language related to a new criminal law discovery statute that makes cooperation between the Chief Medical Examiner and the District Attorney's Office critical to ensure that the district attorney obtains a complete file of every case that is prosecuted, so that appropriate material can be made available to the defendant's counsel in conformance with the law.

- Previously, the job description included language that requires the Chief Medical Examiner to take charge of a body. The phrase was modified to reflect that a designee of the Chief Medical Examiner goes to the scene and takes charge of the body. Another phrase was added to indicate that taking charge of the body by the Travis County Medical Examiner's Office should be done when the case falls under the jurisdiction of the medical examiner as conferred by the Texas Code of Criminal Procedure.

**Under the Heading 'Minimum Qualifications':**

- Reduced eligibility requirement of the number of years of prior service from ten years of experience as a forensic pathologist to seven years, including supervisory and management experience. The reason for shortening the number of years of required experience is the recognition that an individual who meets the other qualifications will already have spent considerable time becoming board-certified in anatomical or anatomical/clinical pathology before he or she is eligible to enter a fellowship program in forensic pathology. It is upon completion of that post-graduate fellowship program that an already board-certified pathologist may become a board-certified forensic pathologist.

This job is non-classified but the recommended pay range has not changed.

# TRAVIS COUNTY JOB DESCRIPTION

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## JOB TITLE: ME Chief

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 07/22/2014

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### JOB SUMMARY:

Directs the forensic functions of the Medical Examiner's office to provide proper investigations of deaths and determines accurate cause and manner of death including investigation and evaluation of current and anticipated future inquiries in regard to unattended, suspicious, unexpected, and violent deaths in accordance with Article 49.25, Texas Code of Criminal Procedure. Job has critical impact on department operations and public image. Medical Examiner is appointed by the Commissioners Court. Coordinates with the Medical Examiner Chief Administrative Officer to liaison with the Commissioners Court and the County Executive for Emergency Services.

### DISTINGUISHING CHARACTERISTICS:

This is the fourth in a series of four medical examiner-related job classifications. This classification is distinguished by serving as the top administrator and chief medical examiner of department. Demonstrates initiative and sound judgment to achieve work goals; and analyzes conflicting or incomplete data to yield supportable decisions. Performs leadership role in disaster efforts. This classification may require a flexible work schedule in order to meet the needs of the department.

### DUTIES AND RESPONSIBILITIES:

- Investigates deaths in accordance with Article 49.25, Texas Code of Criminal Procedure.
- Conducts post-mortem examinations to determine cause and manner of death.
- Responsible for the investigation or supervision of the investigation for all types of death occurring as prescribed by law. Specifies and defines forensic standards, policies, and procedures to ensure and enforce standardization within the Medical Examiner's office.
- Reviews and settles controversial issues pertaining to cause of death and physical evidence analysis.
- Uses expert judgment to direct all actions in the Medical Examiner's office operations, evaluates physical evidence and presents findings during court proceedings and uses broad discretion to complete work assignments.
- Reviews all forensic work to ensure quality and consistency of reports. Testifies in court as expert witness, to include out-of-county testimony. Serves as the final authority on all investigations, whether involving criminal or civil matters. Confers with attorneys, physicians, relatives and general public, as required. Has discretionary authority to comment to the media on matters of public interest or public safety.
- Directs, plans, and provides quality evaluation systems for medical phases of forensic operations to assure quality and consistent work methods.
- Fulfills various academic responsibilities including scientific research and publication, teaching and training, academic lectures, and other educational activities.
- Authorizes designees to take charge of a body falling under the jurisdiction conferred by Article 49.25, Texas Code of Criminal Procedure, and all property found with it in the absence of next-of-kin or a legal representative of the deceased. Provides family conferences in person and by telephone to family members of the deceased to increase level of understanding of causes of death, manner of death, and physiologic and psychological mechanisms involved.
- Orders appropriate analytical testing. Collects specimens and evidentiary materials. Performs external examination of bodies. Dictates findings immediately upon completion of post-mortem examination. Prepares written reports on opinion of cause and manner of death regarding cases investigated, autopsied or externally examined, and issues official death certificate. Promptly reviews and signs medical examiner reports.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: ME Chief**

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 07/22/2014

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- Is responsible for the maintenance of accurate and complete investigative records, reports, and detailed findings of the postmortem examination,
- Serves as the custodian of records of all cases falling within the jurisdiction of Travis County. Maintains all records in compliance with National Association of Medical Examiner (NAME) standards.
- Promptly informs the appropriate law enforcement agency about deaths in which there is an indication of criminality. Provides such information as necessary to the appropriate law enforcement agency as an investigation proceeds.
- Ensures that complete files are provided to the district attorney upon request, to assist the district attorney to comply with applicable criminal discovery statutes.
- Furnishes certificates of autopsy or that no autopsy is necessary to owners and operators of crematories before a body is cremated.
- Supervises medical staff, the Chief Administrative Officer, the Chief Toxicologist. Evaluates job performance of each on an annual basis. Coordinates schedules, assignments, and work hours of the medical examiners.
- Supervises physicians in the training of medical and nursing students.
- Provides educational and informational opportunities through talks and lectures to law enforcement, medical and paramedical groups, and other criminal justice and related agencies.
- Works with Medical Examiner Chief Administrative Officer to provide information and statistical information to community agencies, insurance companies, news media, social agencies, and educational programs. Responds to difficult inquires and complaints.
- Represents the County at meetings, state and national forensic organizations board meetings, seminars, conferences, professional associations meetings, private organizations, and participates on related committees. Represents Medical Examiner at Commissioners Court sessions on items requiring agenda discussions.
- Performs other job-related duties as assigned.

**MINIMUM REQUIREMENTS:****Education and Experience:**

Graduation from an accredited college of medicine AND postgraduate pathology training program AND at least seven (7) years of experience as a forensic pathologist, including supervisory and management experience.

**Licenses, Registrations, Certifications, or Special Requirements:**

Possession of a license to practice medicine in the State of Texas issued by the Texas Medical Board.

American Board Certified in anatomical or anatomical/clinical pathology.

American Board Certified in forensic pathology.

Valid Texas Driver's License.

**Knowledge, Skills, and Abilities:****Knowledge of:**

- Medico-legal investigation of death techniques.
- National Association of Medical Examiners (NAME) accreditation standards and other best practices for forensic centers.
- Modern forensic pathology methods and techniques.
- Standard autopsy room protocols.
- Investigative techniques.
- Rules and collection of evidence.
- Applicable Federal, state, local and county laws, rules, regulations and guidelines.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: ME Chief**

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 07/22/2014

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**MINIMUM REQUIREMENTS: (Cont.)**

- Autopsy, investigative, and toxicological safety precautions.
- Principles and procedures of record keeping.
- Departmental policies and procedures.
- Computer operations.

**Skill in:**

- Performing autopsies.
- Using and caring of autopsy room equipment.
- Conducting medico-legal death investigations.
- Practice of medicine, pathology, and forensic pathology.
- Documenting results of application of forensic pathology, toxicology, histology, and other medical-legal procedures.
- Supervising others, including team building.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and decision-making.
- Developing and advancing departmental medico-legal policies and procedures.
- Working with and communicating with various community groups.
- Exercising independent judgment.
- Writing, recording and compiling material for accurate reports.
- Dealing effectively and professionally with distraught, upset, or potentially volatile family members or situations.
- Effective verbal and written communication.

**Ability to:**

- Plan, direct, and coordinate the work activities of professional staff.
- Lead staff in meeting NAME accreditation standards and achieving accreditation.
- Interpret, follow and enforce written rules, policies, procedures, codes, ordinances and regulations.
- Deal with death-related environment daily and unpleasant odors associated with autopsies.
- Work in morgue environment with daily contact with decedents, including those in a decomposed state.
- Work independently.
- Exercise sound judgment and make sound decisions.
- Develop and present accurate written and verbal medical opinion reports on case findings.
- Interpret, follow and enforce written policies and procedures.
- Perform in a stressful environment, while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Present cognitive scientific opinion testimony.
- Use good safety practices and precautions including the use of personal protective equipment. Establish and maintain effective working relationships with departmental clientele, medical community, other County employees and officials, and the general public.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: ME Chief**

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 07/22/2014

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## **WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Works in an autopsy room. Requires visual acuity, speech and hearing, hand and eye coordination, and manual dexterity necessary to operate laboratory equipment and basic office equipment and computer. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, squatting to perform the essential functions. At times requires driving and exposure to outdoor conditions. Subject to various biological/infectious, chemical, mechanical, electrical, explosive and radiation hazards in indoors/outdoors work, and exposure to fumes, noxious odors and toxic wastes. Exposure to computer monitors. Daily contact with bio-hazardous materials. Frequent contact with funeral directors, law enforcement officers, and friends and families of the bereaved. Exposure to high job stress. Must possess sufficient physical strength and emotional stability to work under adverse conditions.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**



# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: ME Chief**

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 04/01/12

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**JOB SUMMARY:**

Directs the forensic functions of the Medical Examiner's office to provide proper investigations of deaths and determines accurate cause and manner of death including investigation and evaluation of current and anticipated future inquiries in regard to unattended, suspicious, unexpected, and violent deaths in accordance with Article 49.25, Texas Code of Criminal Procedure. Job has critical impact on department operations and public image. Medical Examiner is appointed by the Commissioners Court. Coordinates with the Medical Examiner Chief Administrative Officer to liaison with the Commissioners Court and the Executive Manager.

**DISTINGUISHING CHARACTERISTICS:**

This is the fourth in a series of four medical examiner-related job classifications within the Medical job family. This classification is distinguished by serving as the top administrator and chief medical examiner of department. Demonstrates initiative and sound judgment to achieve work goals; and analyzes conflicting or incomplete data to yield supportable decisions. Performs leadership role in disaster efforts. This classification may require a flexible work schedule in order to meet the needs of the department.

**DUTIES AND RESPONSIBILITIES:**

- Conducts post-mortem examinations to determine cause and manner of death.
- Responsible for the investigation or supervision of the investigation for all types of death occurring as prescribed by law. Specifies and defines forensic standards, policies and procedures to ensure and enforce standardization within the Medical Examiner's office.
- Reviews and settles controversial issues pertaining to cause of death and physical evidence analysis.
- Uses expert judgment to direct all actions in the Medical Examiner's office operations, evaluates physical evidence and presents findings during court proceedings and uses broad discretion to complete work assignments.
- Reviews all forensic work to ensure quality and consistency of reports. Testifies in court as expert witness, to include Out-of-County testimony. Directs forensic criminal and civil actions associated with cases investigated. Confers with attorneys, physicians, media, relatives and general public, as required.
- Directs, plans, and provides quality evaluation systems for medical phases of forensic operations to assure quality and consistent work methods.
- Fulfills various academic responsibilities including scientific research, teaching and training, academic lectures, and other educational activities.
- Administers oaths and takes affidavits while conducting investigations.
- Takes charge of the body and all property found with it in the absence of next-of-kin or a legal representative of the deceased. Provides family conferences in person and by telephone to family members of the deceased to increase level of understanding of causes of death, manner of death and physiologic and psychological mechanisms involved.
- Maintains accurate and complete investigative records, reports, and detailed findings of the autopsy, if any; files reports setting forth the cause of death with the District Attorney. Furnishes certificates of autopsy or that no autopsy was necessary to owners and operators of crematories before a body is cremated.
- Supervises medical staff, evaluates job performance and coordinates schedules and assignments and work hours.
- Provides educational and informational opportunities through talks and lectures to law enforcement, medical and paramedical groups and other criminal justice and related agencies.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: ME Chief**

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 04/01/12

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**DUTIES AND RESPONSIBILITIES: (Cont.)**

- Works with Medical Examiner Chief Administrative Officer to provide information and statistical information to community agencies, insurance companies, news media, social agencies, and educational programs. Responds to difficult inquires and complaints.
- Represents the County at meetings, state and national forensic organizations board meetings, seminars, conferences, professional associations meetings, private organizations, and participates on related committees. Represents Medical Examiner at Commissioners Court sessions on items requiring agenda discussions.
- Performs other job-related duties as assigned.

**MINIMUM REQUIREMENTS:****Education and Experience:**

Graduation from an accredited school of medicine with a degree as a medical doctor AND ten (10) years of progressively responsible experience as a forensic pathologist medical doctor, Deputy Medical Examiner, or Medical Examiner AND completed training in pathology, toxicology, histology and other medical-legal sciences, and including four (4) years of supervisory and top management experience.

**Licenses, Registrations, Certifications, or Special Requirements:**

Licensed to practice as a medical doctor in the State of Texas issued by the Texas Medical Board.  
American Board Certified in anatomic or anatomic/clinic pathology.  
American Board Certified in forensic pathology.  
Valid Texas Driver's License.

**Knowledge, Skills, and Abilities:****Knowledge of:**

- Medico-legal investigation of death techniques.
- NAME accreditation standards and other best practices for forensic centers.
- Modern forensic pathology methods and techniques.
- Standard autopsy room protocols.
- Investigative techniques.
- Rules and collection of evidence.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Policies, practices, procedures and terminology of assigned function.
- Principle and procedures of record keeping.

**Skill in:**

- Performing autopsies.
- Using and caring of autopsy room equipment.
- Conducting medico-legal investigations.
- Practicing of medicine, pathology and forensic pathology.
- Documenting results of application of forensic pathology, toxicology, histology, and other medical-legal procedures.
- Supervising others, including team building.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and decision-making.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: ME Chief**

**JOB CODE:** 20000079  
**PAY GRADE:** NCF01  
**SALARY RANGE:** Min \$201,092  
Mid \$261,420  
Max \$321,748

**FLSA STATUS:** Exempt  
**LAST REVISED:** 04/01/12

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**MINIMUM REQUIREMENTS: (Cont.)**

**Skill in: (Cont.)**

- Department medical legal policies and procedures.
- Working with and communicating with various community groups.
- Exercising independent judgment.
- Writing, recording and compiling material for accurate reports.
- Dealing effectively and professionally with distraught, upset, or potentially volatile family members or situations.
- Both verbal and written communication.

**Ability to:**

- Plan, direct, and coordinate the work activities of professional staff.
- Lead staff in meeting NAME accreditation standards and achieving accreditation.
- Interpret, follow and enforce written rules, policies, procedures, codes, ordinances and regulations.
- Deal with death-related environment daily and unpleasant odors associated with autopsies.
- Work in morgue environment with daily contact with decedents, including those in a decomposed state.
- Work independently.
- Exercise sound judgment and make sound decisions.
- Develop and present accurate written and verbal medical opinion reports on case findings.
- Interpret, follow and enforce written policies and procedures.
- Perform in a stressful environment, while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Present cognitive scientific opinion testimony.
- Use good safety practices and precautions including the use of personal protective gear.
- Establish and maintain effective working relationships with departmental clientele, medical community, other County employees and officials, and the general public.

**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include the ability to lift/carry up to 75-100 pounds and maneuvering cadavers unassisted in excess of 200 pounds. Works in an autopsy room. Requires visual acuity, speech and hearing, hand and eye coordination, and manual dexterity necessary to operate laboratory equipment and basic office equipment and computer. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. At times requires driving and exposure to outdoor conditions. Subject to various biological/infectious, chemical, mechanical, electrical, explosive and radiation hazards in indoors/outdoors work, and exposure to fumes, noxious odors and toxic wastes. Daily contact with biohazardous materials. Some exposure to high on job demand stress. Must possess sufficient physical strength and emotional stability to work under adverse conditions.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**



## 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: July 11, 2014

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: Leroy Nellis, County Executive, Planning & Budget Office

FROM: Debbie Maynor, Human Resources Management Director 

SUBJECT: HHS Non-Routine Salary Adjustment – Position # 30005341

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

#### Department Request:

The Health and Human Services Department (HHS) requests approval to increase the salary of one Administrative Assistant II by \$2,414.03. This translates to 5.0 percent. The proposed salary would result in the employee being over the "midpoint plus 10 percent" threshold that requires approval from Commissioners Court. The request for approval is made for the following slot:

<u>Position #</u>	<u>Pay Grade</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30005341	15	\$48,280.69	\$50,694.72

#### 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.*

#### Recommendation

HRMD recommends approval of the salary action. The incumbent is already past the midpoint + 10% threshold and the increase is in response to the employee reaching a

higher level of certification. The proposed adjustment facilitates retention and is reasonable within the intent of the policy. The Planning and Budget Office (PBO) has confirmed funding.



**Travis County Health & Human Services  
And Veterans Services**



**Travis County Services for the Deaf and Hard of Hearing**

2201 Post Road, Room 100 Austin, Texas 78704

(512) 854 - 9210 TTY (512) 854 - 9205 Voice (512) 854 - 3007 or (512) 854-9289 FAX

TO: Deborah Britton, Division Director

FROM: Stacy Landry, Program Manager  
Travis County Services for the Deaf and Hard of Hearing

DATE: June 26, 2014

RE: Personnel Action-career ladder upgrade -  
Position 30005341

PERSONNEL

2014 JUL -8 PM 4:02

On, March 3, 2014, [redacted] achieved BEI Court Interpreter certification. According to the Career Ladder approved by HRMD and the Travis County Commissioners Court in 1996 and revised by the Department in 2001, I request that this individual receive a 5% increase effective July 1, 2014.

Approved:

*Sherril E. Fleming*  
Sherril Fleming, Executive Manager



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 7/22/14

**Prepared By/Phone Number:** Todd L. Osburn, 854-2744

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, 854-9066

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

AGENDA LANGUAGE: HRMD IS ASKING COMMISSIONERS COURT TO CONSIDER AND TAKE APPROPRIATE ACTION REGARDING MOVING 6 POSITIONS WITHIN THE FIRE MARSHAL'S OFFICE TO THE NON-TCSO POPS SCALE. SPECIFICALLY HRMD RECOMMENDS:

- A. THE TITLES OF ASSISTANT FIRE MARSHALL, DEPUTY FIRE MARSHALL III, AND DEPUTY FIRE MARSHALL II SHOULD BE PLACED ON THE NON-TCSO POPS SCALE.
- B. 1. THE ASSISTANT FIRE MARSHALL TITLE SHOULD BE PLACED AT 95% OF THE INVESTIGATIONS LIEUTENANT TITLE.  
2. THE DEPUTY FIRE MARSHALL III TITLE SHOULD BE PLACED AT 95% OF THE INVESTIGATOR TITLE.  
3. THE DEPUTY FIRE MARSHALL II TITLE SHOULD BE PLACED AT 90% OF THE FIRE MARSHALL DEPUTY III TITLE.
- C. STEP PLACEMENT FOR CURRENT AND FUTURE EMPLOYEES IN THE AFFECTED POSITIONS SHOULD BE GUIDED BY CURRENT POPS POLICY. EMPLOYEES NEGATIVELY IMPACTED BY THIS PLACEMENT WOULD BE PLACED AT THE NEXT AVAILABLE STEP.

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

Please see attached back-up memo.

### **STAFF RECOMMENDATIONS:**

HRMD recommends approval of placing 6 Fire Marshal positions on the non-TCSO POPS Scale.

### **ISSUES AND OPPORTUNITIES:**

Please see attached back-up memo.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Please see attached back-up memo.

**REQUIRED AUTHORIZATIONS:**

Debbie Maynor, Human Resources Management Department, 854-9170

Leroy Nellis, Planning & Budget Office, 854-9066.

County Attorney's Office, 854-9415

County Auditor's Office, 854-9125





# Human Resources Management Department

700 Lavaca, Suite 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

## BACKUP MEMORANDUM

DATE: July 11, 2014  
TO: Members of the Commissioners Court  
VIA: Leroy Nellis, County Executive, Planning & Budget Office  
FROM: Debbie Maynor, Director, Human Resources Management Dept. *DM*  
SUBJECT: Fire Marshall Employees move to Peace Officer Pay Scale (POPS)

HRMD is requesting that Commissioners Court move six Fire Marshal's Office positions from the Classified Pay Scale to the Peace Officer Pay Scale.

**Origin of Request:** Deputy Fire Marshals have approached the County Judge, through their AFSCME representative, about having Deputy Fire Marshal positions moved from the Classified Pay Scale to the POPS Scale.

**What is the rationale behind the request for moving these employees to the POPS scale?**

The stated rationale for moving these Fire Marshal positions to the POPS scale is that these positions are the only positions within Travis County that require TCOLE certification that are not on the POPS scale. In other words, employees within these positions must be certified peace officers, and as certified peace officers should be on the Peace Officer Pay Scale along with all other Travis County employees that require this certification.

In addition to internal equity considerations, the Fire Marshall has indicated that it has become extremely difficult to recruit for Deputy Fire Marshalls at their current rate of pay.

**What titles and how many positions would be involved in such a move?** There are five (5) classifications within the Fire Marshal series. These are:

- Fire Marshal, Asst Deputy I – PG 18
- Fire Marshal Asst Deputy II – PG 20
- Fire Marshal Asst Deputy III – PG 22
- Asst Fire Marshal – PG 24
- Fire Marshal – PG 26

The Assistant Deputy I classification would not be eligible for inclusion on the POPS Scale because it does not require TCOLE certification (see 10.0295(b)). Currently there are no incumbents in this classification. The incumbent Fire Marshall has no interest in moving to the

POPS scale, nor is it recommended. That leaves one Assistant Fire Marshal, four Deputy III positions, and one Deputy II Position under discussion, so six (6) positions total. Of these six positions, two are vacant; one of which is a Deputy II position and one of which is a Deputy III position.

**How do other major Texas jurisdictions address this question?** The data indicate only one clear trend. Major cities universally place Fire Marshall positions on their Fire pay scales, not on their law-enforcement pay scales. Since most major counties do not have separate fire suppression operations, they do not have separate fire pay scales. Consequently, Fire Marshall positions appear either on classified pay scales or law enforcement pay scales. Among counties, there is no clear trend. Bexar County, like Travis County currently, places all Fire Marshall positions on their classified scale. Dallas County places all similar positions on their law enforcement scale. Tarrant County places deputies on their law enforcement scale and managers on their management scale. Harris County does not use formalized pay scales, but similar positions appear in civilian and law enforcement schedules.

**If placed on the POPS Pay Scale, where on the scale should these Fire Marshall jobs be placed?** The POPS scale consists of two sides. On one side are the jobs located within the Sheriff's Office (TCSO). On the other side are all the other law enforcement jobs not housed with TCSO. Since the positions in question are not housed within the Sheriff's Office, these positions would have to reside on the non-TCSO side of the POPS scale. In August of 2008, Commissioners Court linked all non-TCSO positions, either directly or indirectly, to positions on the TCSO POPS scale. The purpose of this move was to establish and maintain internal equity relationships between jobs on both halves of the scale. Since the Fire Marshall positions were not included in the analysis that led to these connections, the relative placement of these positions needs to be determined separately from the original study.

### **Recommendations**

1. The titles of Assistant Fire Marshal, Deputy Fire Marshal III, and Deputy Fire Marshal II should be placed on the Non-TCSO POPS Scale.

### **Rationale**

Since Travis County does not have a pay scale for fire-fighting personnel, the primary question is whether employees within the Fire Marshall's Office should remain on the Classified Pay Scale or be moved to the POPS scale. The jobs under consideration require TCOLE certification, and are the only jobs requiring such that are not currently on the POPS pay scale. From an internal equity standpoint, movement of these jobs to the POPS Scale would improve the County's consistency regarding the placement of jobs on the POPS scale. If placed on the POPS scale, these jobs, since they are not located within TCSO, clearly belong on the non-TCSO side of the POPS scale.

In addition to consistency of placement, the Fire Marshall's Office is experiencing difficulty in recruiting entry level Deputy III employees. Currently, this job is placed in PG 22 on the

classified pay scale. Per standard posting guidelines (minimum to midpoint is shown), the posted recruiting range for this job is \$55,578.85 to \$69,473.65. If placed at the recommended level on the POPS scale, the Fire Marshall can recruit effectively at Step 1 at a salary of \$67,240.51. This would make the County more competitive vis-à-vis the local Emergency Service Districts (ESDs).

2. a. The Assistant Fire Marshall title should be placed at 95% of the Investigations Lieutenant title.
- b. The Deputy Fire Marshall III title should be placed at 95% of the Investigator title.
- c. The Deputy Fire Marshall II title should be placed at 90% of the Fire Marshall Deputy III title.

**Rationale:**

The job description for the Deputy Fire Marshall III title is, in many ways, similar to the Investigator job description on the non-TCSO POPS scale. The primary difference is that the Fire Marshall Deputy title includes some duties related to building inspection that would not necessarily be law enforcement related. In much the same way that Constable Deputy and Park Ranger positions are set to a 95 percent match with TCSO Deputy positions, the Deputy III positions within the Fire Marshall's Office are recommended to be set at 95% of the Investigator title.

The Deputy II title is recommended to be set at 90% of the Deputy III title. This would mean that a career ladder action would result in a 10% increase, which is consistent with what happens when a Law Enforcement Deputy moves from a Deputy to Deputy Senior position.

Consistent with the recommendation for the Deputy III title, the Assistant Fire Marshall title is recommended to be set at 95% of the Investigation Lieutenant title.

These recommendations would make these titles more market competitive, particularly at entry, and be consistent with how other titles on the non-TCSO POPS scale are placed,

3. Step placement for current and future employees in the affected positions should be guided by the current POPS policy. Employees negatively impacted by this placement would be placed at the next available step.

**Rationale:**

Since the current employees that hold these positions are not on a step, it will be necessary to place these employees on a step within their respective pay grades. Section 10.0295 (d)(4) specifies the manner in which non-TCSO POPS employees are placed on steps within their

respective pay grades. Essentially, all new non-TCSO POPS employees are to be placed at Step 1 except for the following exceptions:

- a) Those with 5-9 years prior relevant law enforcement experience and an Intermediate TCOLE License will be placed on the scale at Step 3;
- b) Those with 10+ years prior relevant law enforcement experience and an Advanced TCOLE License will be placed at Step 5.

This methodology was used when Constable 2's Office was placed back on the POPS Scale in 2009. Consistent with that action, HRMD recommends placement either at Step 1, Step 3, or Step 5 based upon the Officers experience and certification level. If an employee would be adversely impacted by the placement methodology, the employee would be placed at the next available step.

**Cost:**

The annualized cost for FY 2015 is \$41,029. This includes differences in salary, benefits, certification pay, and overtime. If implemented August 1 2014, the additional cost for FY 2014 is estimated at \$6,835.43

Proposed change with placement on POPS at 95% of Investigator

Title	Position Number	FY 2015 Budget	Proposed	Difference	FICA	Medicare	Retirement	Workers Comp
Fire Marshal Deputy Asst II	30004587	\$ 55,175.00	\$ 60,516.46	\$ 5,341.46	\$ 331.17	\$ 77.45	\$ 730.18	\$ 82.79
Fire Marshal Deputy Asst III	30004588	\$ 76,481.11	\$ 77,014.60	\$ 533.49	\$ 33.08	\$ 7.74	\$ 72.93	\$ 8.27
Fire Marshal Asst	30004589	\$ 84,693.79	\$ 85,876.56	\$ 1,182.77	\$ 73.33	\$ 17.15	\$ 161.68	\$ 18.33
Fire Marshal Deputy Asst III	30004591	\$ 58,876.21	\$ 67,240.51	\$ 8,364.30	\$ 518.59	\$ 121.28	\$ 1,143.40	\$ 129.65
Fire Marshal Deputy Asst III	30004592	\$ 64,924.14	\$ 67,240.51	\$ 2,316.37	\$ 143.61	\$ 33.59	\$ 316.65	\$ 35.90
Fire Marshal Deputy Asst III	30004593	\$ 64,924.14	\$ 70,013.04	\$ 5,088.90	\$ 315.51	\$ 73.79	\$ 695.65	\$ 78.88
Cert Pay			\$ 6,000.00	\$ 6,000.00	\$ 372.00	\$ 87.00	\$ 820.20	\$ 93.00
Overtime				\$ 4,565.00	\$ 283.03	\$ 66.19	\$ 624.04	\$ 70.76
Total				\$ 33,392.00	\$ 2,070.00	\$ 484.00	\$ 4,565.00	\$ 518.00
<b>Total of Proposed</b>		<b>\$ 41,029.00</b>						



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

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

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, County Executive -  
Succession

**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 \$1,669,083.12 for the period of July 4 to July 10, 2014.

### 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 \$1,669,083.12.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,669,083.12

### 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](mailto: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:** July 22, 2014

**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:** July 4 to July 10, 2014

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,669,083.12

**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 \$1,669,083.12.

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**  
**JULY 4, 2014 TO JULY 10, 2014**

-

- 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: July 22, 2014  
 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: July 4, 2014  
 TO: July 10, 2014

**REIMBURSEMENT REQUESTED: \$ 1,669,083.12**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,712,118.21
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jul 15, 2014	\$ (1,043,035.09)
SAP corr	\$ -
Misc Adj	\$ -
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,669,083.12</b>
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,669,083.12</b>

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

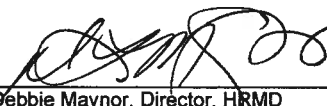
All claims over \$25,000 (5 this week totaling \$365,585.39) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$199,802.84) 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 \$275,000 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 \$462,653.75.

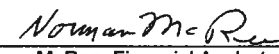
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 7.14.2014  
 \_\_\_\_\_  
 Debbie Maynor, Director, HRMD Date

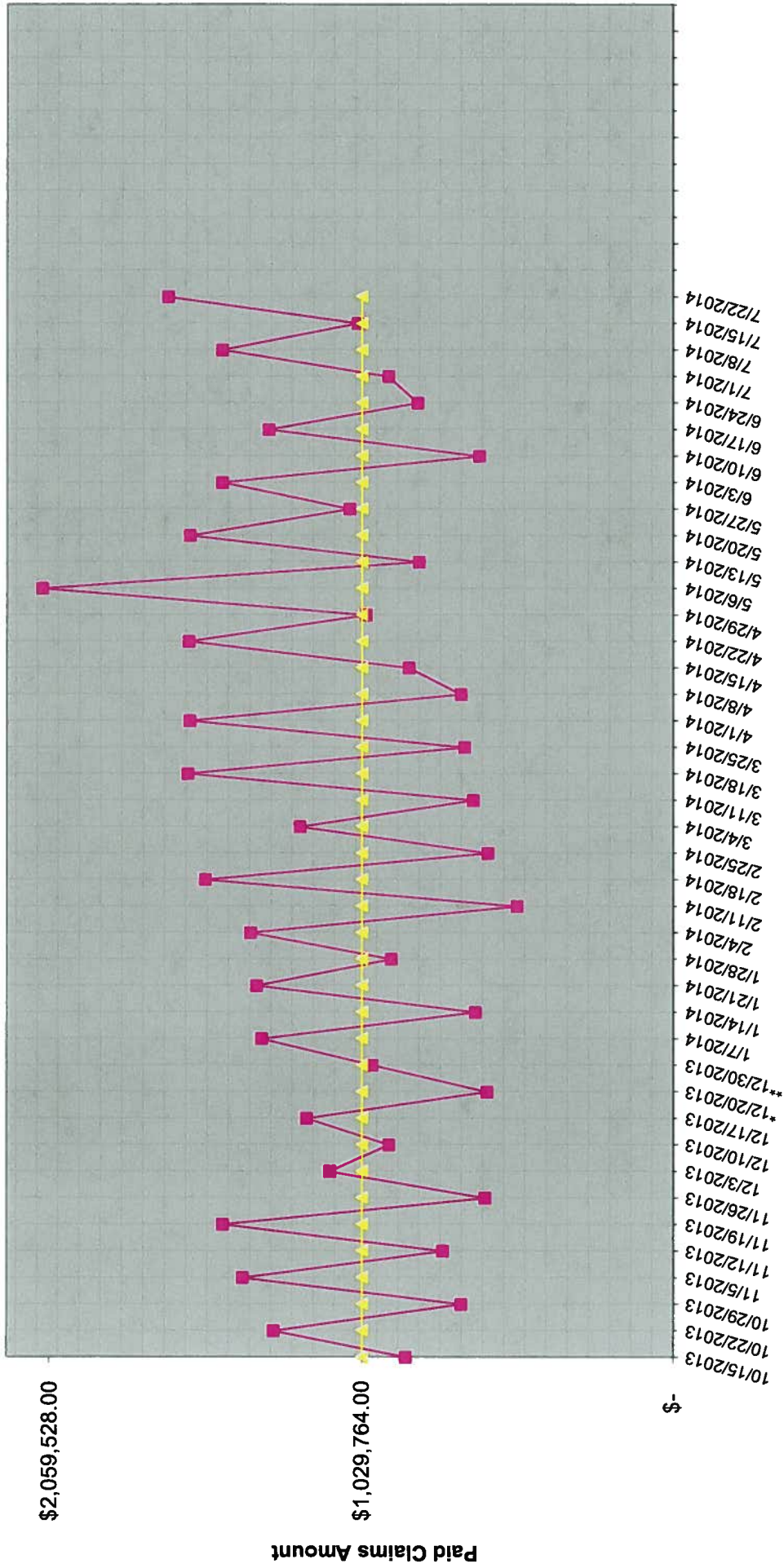
 7/14/14  
 \_\_\_\_\_  
 John Rabb, Benefits Manager Date

 7/11/2014  
 \_\_\_\_\_  
 Shannon Steele, Benefits Administrator Date

 7/11/14  
 \_\_\_\_\_  
 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  
FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52**



Commissioners Court Date

**Travis County Employee Benefit Plan  
FY14 Weekly Paid Claims VS Weekly Budgeted Amount**

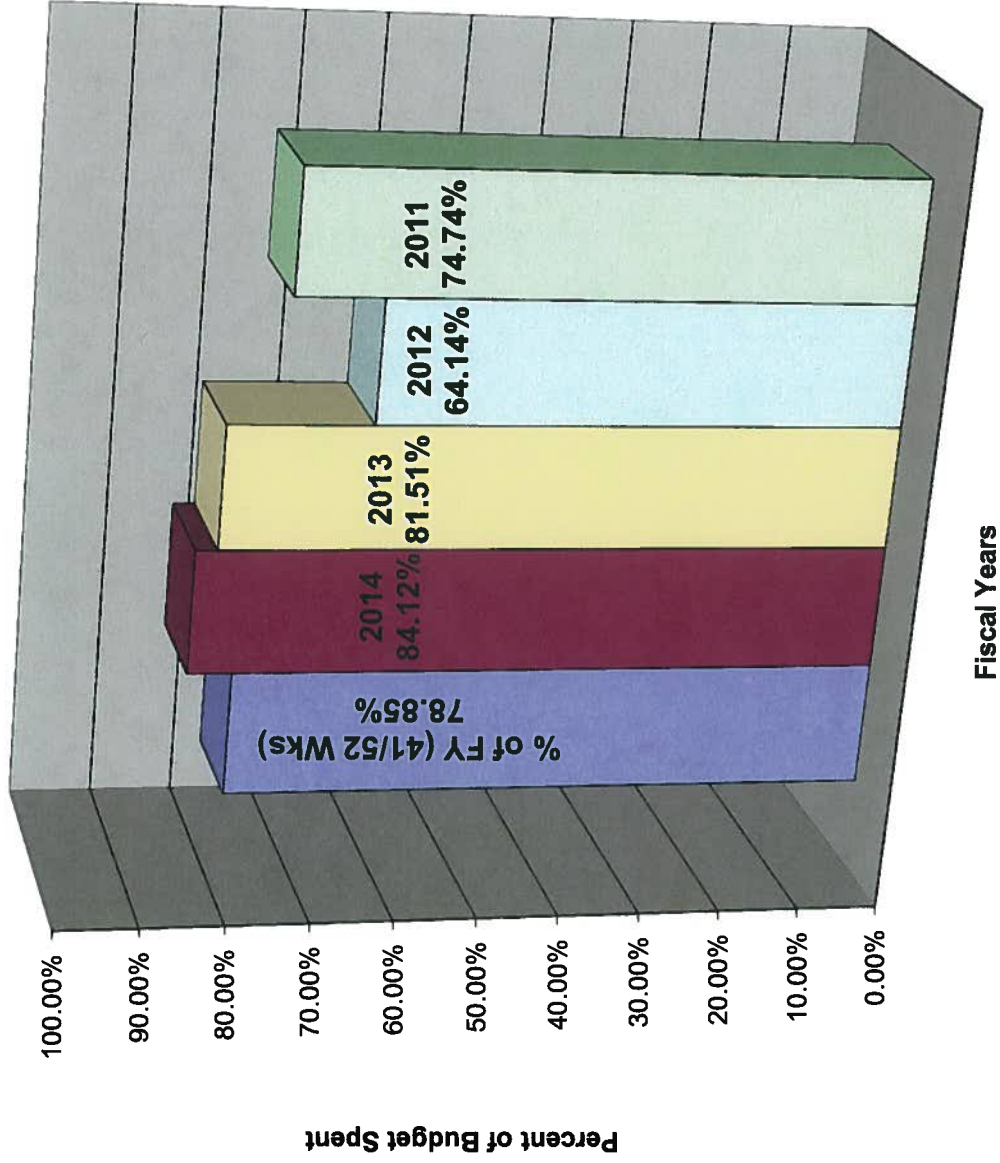
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,029,764.52	1	\$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,029,764.52	1	\$ 82,224.03	5.43%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	\$ 1,423,282.56	\$ 1,029,764.52	4	\$ 168,709.40	8.09%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,029,764.52	2	\$ 106,445.83	9.51%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,029,764.52	3	\$ 109,031.75	12.29%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,029,764.52	1	\$ 29,825.79	13.45%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,029,764.52	1	\$ 40,089.30	15.57%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,029,764.52	2	\$ 222,703.69	16.46%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	18.73%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	19.88%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,029,764.52	3	\$ 358,745.50	21.74%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,029,764.52	3	\$ 222,051.40	24.28%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,029,764.52	1	\$ 28,139.66	25.50%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,029,764.52	4	\$ 155,466.04	28.07%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,029,764.52	5	\$ 310,357.04	29.81%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,029,764.52	2	\$ 80,497.62	32.42%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,029,764.52	2	\$ 130,646.43	33.38%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,029,764.52	4	\$ 214,487.53	36.27%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,029,764.52	0	\$ -	37.41%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,029,764.52	4	\$ 133,153.83	39.71%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,029,764.52	1	\$ 32,174.24	40.95%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,029,764.52	7	\$ 331,213.98	43.94%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,029,764.52	3	\$ 141,879.50	45.23%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,029,764.52	3	\$ 173,339.16	48.21%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	\$ 700,301.00	\$ 1,029,764.52	3	\$ 92,139.61	49.52%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	\$ 872,967.78	\$ 1,029,764.52	4	\$ 143,618.18	51.15%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	\$ 1,599,892.53	\$ 1,029,764.52	3	\$ 152,608.89	54.14%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	\$ 1,015,027.15	\$ 1,029,764.52	3	\$ 269,777.73	56.03%	57.78%
30	4/18/2014	4/24/2014	5/6/2014	\$ 2,082,333.51	\$ 1,029,764.52	9	\$ 512,959.72	59.92%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	\$ 839,403.51	\$ 1,029,764.52	4	\$ 141,146.67	61.49%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	\$ 1,596,258.02	\$ 1,029,764.52	5	\$ 305,545.38	64.47%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	\$ 1,069,244.41	\$ 1,029,764.52	8	\$ 463,508.51	66.47%	65.78%
34	5/16/2014	5/22/2014	6/3/2014	\$ 1,489,967.60	\$ 1,029,764.52	5	\$ 289,392.05	69.25%	68.09%
35	5/23/2014	5/29/2014	6/10/2014	\$ 639,722.30	\$ 1,029,764.52	2	\$ 78,377.52	70.44%	69.49%
36	5/30/2014	6/5/2014	6/17/2014	\$ 1,337,350.68	\$ 1,029,764.52	4	\$ 132,451.05	72.94%	71.78%
37	6/6/2014	6/12/2014	6/24/2014	\$ 844,172.67	\$ 1,029,764.52	4	\$ 129,722.57	74.52%	73.31%
38	6/13/2014	6/19/2014	7/1/2014	\$ 940,920.56	\$ 1,029,764.52	4	\$ 307,321.73	76.27%	75.77%
39	6/20/2014	6/26/2014	7/8/2014	\$ 1,490,398.86	\$ 1,029,764.52	3	\$ 180,002.56	79.06%	77.64%
40	6/27/2014	7/3/2014	7/15/2014	\$ 1,043,035.09	\$ 1,029,764.52	4	\$ 267,094.15	81.01%	79.05%
41	7/4/2014	7/10/2014	7/22/2014	\$ 1,669,083.12	\$ 1,029,764.52	5	\$ 365,585.39	84.12%	81.51%
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 45,045,770.91	\$ 42,220,345.29	stop loss \$ (462,653.75)
Gross Paid Claims over (under) Original Budget		\$ 2,825,425.62	

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

\*Friday due to Holiday  
\*\*Monday due to Holiday

### Comparison of Claims to FY Budgets Week 41





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**Secured Message**

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM  
To: NORMAN.MCREE@CO.TRAVIS.TX.US  
Date: July 11, 2014 5:35:00 AM GMT  
Subject: Secure Message from sifsfax@uhc.com

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: 2014-07-11 REQUEST AMOUNT: \$2,712,118.21

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-07-10	\$1,123.56
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$2,666,917.44
+ CURRENT DAY NET CHARGE:	\$45,200.77
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,712,118.21

ACTIVITY FOR WORK DAY: 2014-07-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$60,720.28	\$00.00	\$60,720.28
5972	\$05.05	\$00.00	\$05.05
TOTAL:	\$60,725.33	\$00.00	\$60,725.33

ACTIVITY FOR WORK DAY: 2014-07-07

CUST	NON	NET
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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014\_07\_10

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT
701254	632	(663.02)	A1	4113551	AH	1	7/2/2014	200	7/9/2014
701254	632	(677.96)	A1	4179558	AH	8	7/2/2014	200	7/9/2014
701254	632	(780.67)	A1	4181951	AH	1	7/2/2014	200	7/9/2014
701254	632	(811.30)	A1	4152063	AA	8	7/2/2014	200	7/9/2014
701254	632	(812.46)	A1	4144765	AH	1	7/2/2014	200	7/9/2014
701254	632	(1,463.42)	QG	82180157	AH	3	7/3/2014	50	7/10/2014
701254	632	(1,569.96)	A1	4150701	AH	1	7/2/2014	200	7/9/2014
701254	632	(1,651.53)	A1	4154694	AA	7	7/2/2014	200	7/9/2014
701254	632	(1,695.80)	A1	4152064	AA	8	7/2/2014	200	7/9/2014
701254	632	(2,388.09)	A1	4187167	AE	3	7/2/2014	200	7/9/2014
701254	632	(2,721.44)	A1	4150680	AE	7	7/2/2014	200	7/9/2014
701254	632	(4,593.60)	QG	82084421	AH	9	7/4/2014	50	7/11/2014
701254	632	(4,785.29)	A1	4150463	AH	7	7/2/2014	200	7/9/2014
701254	632	(8,704.00)	QG	93347448	AH	2	7/1/2014	50	7/8/2014

\$ 1,669,083.12

# Travis County Employee Health Benefits Fund

## UHC Payments Deemed Not Reimbursable

For the payment week ending: 7/10/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
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Total: \$0.00

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

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

For the payment week ending: 7/10/2014

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Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 358,260.81
	RR	1110068956	516110	\$ 40,991.87
			Total CEPO	\$ 399,252.68
EPO	EE	1110068956	516030	\$ 232,143.61
	RR	1110068956	516130	\$ 84,986.88
			Total EPO	\$ 317,130.49
PPO	EE	1110068956	516020	\$ 846,612.74
	RR	1110068956	516120	\$ 106,087.21
			Total PPO	\$ 952,699.95
			Grand Total	\$ 1,669,083.12





# HRMD



## Human Resources Management Department

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

### MEMORANDUM

Date: July 14, 2014

To: Commissioners Court

From: John Rabb, Benefits Manager, HRMD   
Shannon Steele, Benefits Administrator, HRMD 

Re: Explanation of Larger than Normal Health Reimbursement Request  
For the Period of July 4, 2014 – July 10, 2014  
\$1,669,083.12

This week's claims reimbursement request of \$1,669,083.12 includes five (5) claims over \$25,000 totaling \$365,585.39. In addition there are a total of twenty-four (24) claims between \$5,000 and \$25,000, totaling \$189,875.42. Travis County will be reimbursed for claims costs for individuals that exceed \$275,000 in the fiscal year.

There are 2,624 non-pharmacy claims included this week which is close to the average of 2,651 claims per week.

Pharmacy charges are included in claim reimbursements every other week. Pharmacy charges included in this week's reimbursement is \$866,562.33, which is higher than the previous fifteen-week average of \$666,468.36.

It appears this week's reimbursement is higher due to large dollar claims, the inclusion of pharmacy charges, as well as the higher than average pharmacy claim costs.

Claims have been trending higher than expected for this fiscal year's budget. HRMD will continue to monitor the weekly claim amounts. If necessary, we will make a recommendation to transfer funds from the health fund reserves.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 22, 2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** John E. Pena, CTPM: Marvin Brice, CPPB, Purchasing Office, 512-854-9700

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, Purchasing Agent

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

**Agenda Language: APPROVE TWELVE (12) MONTH EXTENSION (MODIFICATION NO. 3) FOR PLUMBING SERVICES, CONTRACT NO. 4400001073, TO BEN'S SPRINKLER & PLUMBING SERVICE.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- IFB No. B120164-JE, countywide Plumbing Services, was issued on May 17, 2012. This contract requires the contractor to utilize a task order contract method to provide labor, materials, equipment and incidentals necessary to perform plumbing services. Individual projects are awarded to the contractor via task orders initiated by the departments and are based upon pre-priced services for the intended work. This contract allows for two, twelve-month renewals.
- This proposed modification will extend the contract for its final twelve-month renewal period beginning August 1, 2014 and ending July 31, 2015. This extension is permitted in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, "Option to Extend".
- Due to the extensive use of these services by the County, confirmation was requested by the using departments to submit their recommendation. Facilities Management, Travis County Juvenile Probation (Gardner Betts) and the Travis County Sheriff's Office provided a response in time to meet this renewal request. The Transportation and Natural Resources was still in the process of preparing their response at the time of this agenda submission.

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



**Plumbing Services**

ISSUED BY: <b>PURCHASING OFFICE 700 LAVACA STREET, SUITE 800 AUSTIN, TX 78701</b>	PURCHASING AGENT ASST: <b>John Pena, CTPM</b> TEL NO: <b>(512) 854-9700</b> FAX NO: <b>(512) 854-9185</b>	DATE PREPARED:  <b>June 2, 2014</b>
ISSUED TO: <b>Ben's Sprinkler &amp; Plumbing 12300 Wirth Road Manchaca, Texas 78652</b>	MODIFICATION NO.:  <b>Three (3)</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>July 31, 2012</b>
ORIGINAL CONTRACT TERM DATES: <b>August 1, 2012 through July 31, 2013</b>		CURRENT CONTRACT TERM DATES: <b>August 1, 2014 through July 31, 2015</b>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ N/A, as needed basis      Current Modified Amount \$ N/A, as needed basis

**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, "Option to Extend". This one year contract extension is the final extension period under the two year option periods.

- A. The contract period is changed from: August 1, 2013 through July 31, 2014 to read: **August 1, 2014 through July 31, 2015**, a twelve month extension.
- B. The contract is modified to add the following line item in accordance with Section - 2, Part 2.4 Material Cost Reimbursement:
  - a. Rental Equipment Reimbursement-Actual Cost

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

**Note to Vendor:**

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

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

TRAVIS COUNTY, TEXAS	DATE: _____
BY: <u>Cyd V. Grimes</u>	<u>5/30/14</u>
CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

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



## 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:** Plumbing Services

**FILE:** 703

**TO:** Cyd V. Grimes, CPM, Purchasing Agent

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

**DATE:** May 7, 2014

**SUBJECT:** Renew Plumbing Service Contract  
Contract # 4400001073

A handwritten signature in blue ink, reading "Roger A. El Khoury".

Facilities Management Department (FMD) recommends exercising the 2<sup>nd</sup> renewal option of the Plumbing Service contract. The 2<sup>nd</sup> renewal period is from July 31, 2014 to July 30, 2015. Please contact Lloyd Evans at 44773 if you have questions.

### ATTACHMENTS:

N/A

### COPY TO:

Leroy Nellis, Acting County Executive, PBO  
Lloyd Evans, Maintenance & Operations Division Director  
Amy Draper, CPA, Financial Manager, FMD  
John E. Pena, CTPM, Purchasing Agent Assistant IV

RECEIVED  
TRAVIS COUNTY  
2014 MAY -7 PM 3:03  
PURCHASING  
OFFICE

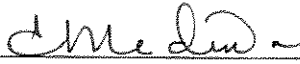


## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

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

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Plumbing Services County Contract Renewal  
**Contract # 4400001073**

**DATE:** June 20, 2014

The Travis County Juvenile Probation Department is currently utilizing plumbing services from county contract #4400001073. The department recommends exercising the option to re-solicit and subscribe to others based on past performance issues with the current contractor.

If you need additional information, please do not hesitate to contact Michael Williams at 512-854-7011.

cc: Sylvia Mendoza, Financial Manager, Juvenile Probation  
Darryl Beatty, Deputy Chief, Juvenile Probation  
Britt Canary, Deputy Chief, Juvenile Probation  
Darryl Harrison, Division Director, Juvenile Probation  
John Pena, Purchasing Agent Assistant IV



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

Date: June 17, 2014

TO: **Cyd Grimes**, CPM, CPPO, Purchasing Agent

FROM: **Wallace Sefcik**, Building Maintenance Division Manager

RE: **Recommendation Memo:** Option to extend – Contract 4400001073,  
Plumbing Service Contract  
*Wallace E Sefcik 6-17-2014*

The Travis County Sherriff's Office Maintenance Section recommends that Travis County Purchasing execute the option clause that will extend the performance period for another year.

Thanks for your attention to extend this contract option.

CC: Lisa Brown, Captain Corrections  
Maria Wedhorn, Financial Analyst Senior  
Ron Rizzato, Accountant Associate  
John Pena, CTPM, Purchasing Agent Assistant IV  
Marvin Brice, CPPB Assistant Purchasing Agent



*Safety, Integrity, Tradition of Service*



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** John Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9515

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, Purchasing Agent

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

**Agenda Language:** APPROVE CONTRACT AWARD FOR TRAVIS COUNTY CORRECTIONAL COMPLEX, PAVING & DRAINAGE REPAIRS, IFB NO. B1404-007-JE, TO THE LOW BIDDER, GREEN CONSTRUCTORS.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- IFB No. B1404-007-JE was issued on May 13, 2014. This contract requires the contractor to make paving and storm drain repairs due to extensive wear and deteriorating conditions. This contract consisted of three base bid items numbered Base Bid Items 1-3, seven add alternate items numbered Add Alternate Items 1-3, 4a-b and 5a-b and a bid allowance for re-routing a 2" high pressure gas line.
- Of the forty-six (46) bids, including two (2) HUBs, either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, two (2) bids were received in response to this solicitation when subject IFB was opened on June 4, 2014 at 2:00 P.M., CST. The low bidder is Green Constructors with a combined Base Bid Total for Items 1 (\$42,000), 2 (\$15,000) & 3 (\$28,000), Add Alternate Items 1 (\$6,250), 2 (\$18,500) & 3 (\$7,500), including a bid allowance of \$3,000 for a total bid amount of \$120,750.00.
- The next low bid was from QA Construction with a combined Base Bid Total for Items 1 (\$121,115), 2 (\$44,419) & 3 (\$63,371), Add Alternate Items 1 (\$23,800), 2 (\$53,000) & 3 (\$24,300), including a bid allowance of \$3,000 for a total bid amount of \$332,705.00.

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







JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

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DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

## MEMORANDUM

**TO:** John Pena

**FROM:** Mark Stefanov, P.E. 

**DATE:** June 30, 2014

**SUBJECT:** Award Recommendation Memo for B1404-007-JE, Travis County Correctional Complex, Paving & Drainage Repairs

This memo is to provide the Award Recommendation for the above referenced project. The contract is requested to be awarded to the low bidder, Green Constructors. The liquidated damages for not meeting substantial completion will be \$100 per day 120 days after the Notice to Proceed date. The contract shall be for a total of \$120,750.00. Only part of the requested work is able to be funded and authorized that includes Base Bid 1-\$42,500 plus possible allowance of \$3,000; Base Bid 2-\$15,000.00; Base Bid 3-\$28,000 plus Add Alternate 1-\$6,250.00; Add Alternate 2-\$18,500.00; and Add Alternate 3-\$7,500.00.

Square Feet:		19,000
<b>TOTAL PROJECT BUDGET:</b>	\$	155,000
Design:	\$	23,050
Repairs:	\$	120,750
9% Contingency	\$	11,200
Construction+ 9%:	\$	131,950
Contingency used	\$	-
Contingency left	\$	11,200
	\$	155,000
\$/Sq.Ft.:	\$	8

Sheriff's Office Work Order numbers: **240979, 253062, and 253040**  
 Sheriff's Office MicroMain Request number: **7015**  
 Funds Reservation Number **300000917**  
 Estimated schedule: **120 DAYS**

As soon as the "approved" contract has been loaded into SAP, contact TCSO Finance to allow the funds to be re-arranged in order for a quick PO generation, please. Contact me with any questions at 45321. Your assistance in this matter is greatly appreciated.

**CC:** Sheriff's Office Engineer's File, Ron Rizzato, Maria Wedhorn, Gracie Sanders, Major Priddy  
**Attach:** MCS spread sheet for using money.xlsx



*Safety, Integrity, Tradition of Service*

### Priority of Items for Underfunded Contract Work

<u>Note#</u>	<u>Item</u>	<u>Funds Needed</u>	<u>Running Total VS Budget</u>	
3	Engineering	( <del>\$9,500.00</del> )	\$45,500.00	<b>AWARDED</b>
	Base Bid Item No. 1 Laundry Drainage	( <del>\$42,500.00</del> )	\$3,000.00	AWARD
	Gas Relocation Bid Allowance	( <del>\$3,000.00</del> )	\$0.00	AWARD
	<b>Budget Short Fall</b>	\$0.00		
3	Engineering	( <del>\$16,000.00</del> )	\$84,000.00	<b>AWARDED</b>
	Base Bid Item No. 2 B12 Bus Turn Upgrade	( <del>\$15,000.00</del> )	\$69,000.00	AWARD
	Base Bid Item No. 3 V1-V2 Drainage Upgrade	( <del>\$28,000.00</del> )	\$41,000.00	AWARD
	Add Alternate Item No. 1-PM to main asphalt	( <del>\$6,250.00</del> )	\$34,750.00	AWARD
	Add Alternate Item No. 2-Parking using concrete at grass areas	( <del>\$18,500.00</del> )	\$16,250.00	AWARD
1, 4	<del>Add Alternate Item No. 4-Remove poor asphalt near V1 and replace with concrete</del>	( <del>\$21,500.00</del> )	( <del>\$5,250.00</del> )	<b>REMOVE</b>
2	Add Alternate Item No. 3-Replace rock with concrete	( <del>\$7,500.00</del> )	( <del>\$12,750.00</del> )	AWARD
5	<del>Add Alternate Item No. 5a-Work at gate line closing sally port for 3 to 4 days *OR*</del>	( <del>\$10,500.00</del> )	( <del>\$23,250.00</del> )	<b>REMOVE</b>
6	<del>Add Alternate Item No. 5b-Work at gate line 1/2 at a time</del>	( <del>\$12,500.00</del> )	( <del>\$25,250.00</del> )	<b>REMOVE</b>
7	<b>Budget Short Fall</b>	<b>(<del>\$23,250.00</del>)</b>	<b>(<del>\$120,750.00</del>)</b>	\$11,250.00
	<b>From Finance spread sheet</b>		\$76,950.00	
			\$52,500.00	
	<b>Error in recording the amounts</b>		\$129,450.00	
			\$155,000.00	
	From PO#4100035985 for AWARDED amounts above		( <del>\$25,500.00</del> )	
		Actual left	\$129,500.00	
	Professional work determined not to be done CO BEING WRITTEN!		<b>\$2,500.00</b>	
		Actually available	<b>\$132,000.00</b>	
<b>Note#</b>	<b>Notes:</b>			
1	It would be wise to find the short fall and DO THIS WORK!			
2	If \$5,250 could be found this would be better to NOT do and do Note 1 instead.			
3	<b>Already Spent</b>			
4	In bid there was an a and a b, but one is demo and one is new, so not separable.			
5	In bid there was an a and a b, but one is one is half gate open othe is total gate close, so separable.			
6	In bid there was an a and a b, but one is one is half gate open othe is total gate close, so separable.			
7	Contingency 6/5/14			

# Funds Reservation 30000917

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	10/10/2013
FM area	1000	Posting date	10/10/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	HOLLISL	Created on	10/10/2013
Last changed by	SCHWEBK	Last changed	02/06/2014
More Data			
Text	FY14-CAR-TCCC Road Repair- Request no 64/Dock Dra		
Reference	K 1797 \$25,550		
Overall Amount	129,450.00 USD		

Document item 001			
Text	FY14-CAR-TCCC Road Repair-Request no 64		
Commitment item	522020	Funds center	1378000001
Fund	0001	G/L account	522020
Cost center	1378000001	Due on	
Vendor		Customer	
Amount	76,950.00 USD		

Document item 002			
Text	170 Dock Drain		
Commitment item	522020	Funds center	1378000001
Fund	0001	G/L account	522020
Cost center	1378000001	Due on	
Vendor		Customer	
Amount	52,500.00 USD		

## AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO.: 4400001999      IFB NO.: B1404-007-JE

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

**WHEREAS**, the Owner desires to enter into the Construction Contract for the construction of **Travis County Correctional Complex (TCCC), Paving & Drainage Repairs** (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 "**Travis County Correctional Complex (TCCC), Paving & Drainage Repairs**" Travis County, Texas, **IFB No.: B1404-007-JE**; and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-described 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 "**Travis County Correctional Complex (TCCC), Paving & Drainage Repairs**" Travis County, Texas, **IFB No.: B1404-007-JE**, 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 **120 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions 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 **\$100.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$120,750.00 (consisting of: Base Bid Item 1, \$42,500; Base Bid Item 2, \$15,000; Base Bid Item 3, \$28,000; Add Alternate Item 1, \$6,250; Add Alternate Item 2, \$18,500, Add Alternate Item 3, \$7,500 and Bid Allowance of \$3,000, collectively referred to herein as the "Contract Sum"). The Contract Sum is comprised of (i) \$80,500.00 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) \$40,250.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office Department (TCSO), the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

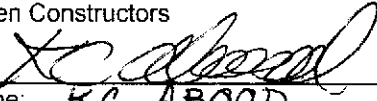
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

Green Constructors

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

By:   
Name: K.C. ABOOD  
Title: CHIEF EXEC. MGR.  
Date: 7-3-14

APPROVED AS TO FORM BY:

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

FUNDS VERIFIED BY:

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

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
County Purchasing Agent

**TRAVIS COUNTY PURCHASING  
CONSTRUCTION CONTRACT - BID TABULATION FORM**

**SOLICITATION NO.:** IFB No.: B1404-007-JE  
**CONTRACT NO.:** TBD  
**DESCRIPTION:** Travis County Correctional Complex, Paving & Drainage Repairs  
**DEPARTMENT:** Travis County Sheriff's Office  
**CONTACT:** Mark Stefanov x45321

**BID DATE:** May 13, 2014  
**BID CLOSED:** June 4, 2014  
**OPEN TIME:** 2:00 P.M., CST  
**BIDS EXPIRE:** September 2, 2014

**BIDS INVITED\*:** 5286 (Via BidSync) \*Two advertisement dates published in local publication: 5/16/2014 & 5/23/2014  
**BIDS VIEWED:** 46 (Via BidSync)

**BIDS PICKED-UP AT THE PURCHASING OFFICE:** 0

**BIDS RECEIVED:** 2  
**HUBS SOLICITED:** 69 (Via BidSync)  
**HUBS RECEIVED:** 1

<u>Bidder's Name</u>	<b>Green Constructors</b> Austin, Texas (HUB Entity)	<b>QA Construction Services, Inc.</b> Austin, Texas (Non-HUB Entity)	This Field Blank	This Field Blank
<b>Base Bid Item No. 1</b>	\$42,500.00	\$121,115.00	\$0.00	\$0.00
<b>Base Bid Item No. 2</b>	\$15,000.00	\$44,419.00	\$0.00	\$0.00
<b>Base Bid Item No. 3</b>	\$28,000.00	\$63,371.00	\$0.00	\$0.00
<b>Add Alternate Item No. 1</b>	\$6,250.00	\$23,800.00	\$0.00	\$0.00
<b>Add Alternate Item No. 2</b>	\$18,500.00	\$53,000.00	\$0.00	\$0.00
<b>Add Alternate Item No. 3</b>	\$7,500.00	\$24,000.00	\$0.00	\$0.00
<b>Add Alternate Item No. 4a</b>	\$12,000.00	\$4,500.00	\$0.00	\$0.00
<b>Add Alternate Item No. 4b</b>	\$9,500.00	\$22,600.00	\$0.00	\$0.00
<b>Add Alternate Item No. 5a</b>	\$12,500.00	\$24,500.00	\$0.00	\$0.00
<b>Add Alternate Item No. 5b</b>	\$10,500.00	\$16,500.00	\$0.00	\$0.00
<b>Bid Allowance</b>	\$3,000.00	\$3,000.00	\$0.00	\$0.00
<b>REQUIRED FORMS</b>	<b>Yes, No or N/A</b>	<b>Yes, No or N/A</b>		
<b>Item Response Form</b>	Yes	Yes		
<b>Construction Respondent Acknowledgement</b>	Yes	Yes		
<b>Acknowledge All Amendments Issued? (As Applicable)</b>	Yes	Yes		
<b>Bid Bond Received (Electronic/Physical)</b>	Yes - Electronic Copy	Yes - Electronic Notification Only		
<b>Experience Verification</b>	Yes	Yes		
<b>Ethics Affidavit</b>	Yes	Yes		
<b>Safety Record Questionnaire</b>	Yes	Yes		
<b>Historically Underutilized Business (HUB)</b>	Yes	Yes		
<b>Certificate of Secretary (If Applicable)</b>	Yes	No		
<b>Bid Proposal Worksheet- Part 1 - Base Bid</b>	Yes	Yes		
<b>Bid Proposal Worksheet- Part 2 - Add Alternates</b>	Yes	No		

John E. Pena  
Print Name

On-file, Travis County Purchasing Office  
Signature

January 22, 2014  
Date





## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** L. Perry; M. Brice, CPPB, 512-854-9700

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for El Rey Sidewalk Improvements project, IFB No. B1403-007-LP, to the lowest bidder, QA Construction Services, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- The El Rey Sidewalk Improvements Project is a project consisting primarily of installation of one pedestrian sidewalk on El Rey Boulevard from Candelaria Drive to Espanola Trail, Travis County (Precinct 3). The project will improve safety along El Rey Blvd. by providing a walkway that will eliminate the need for pedestrians to walk in the street.
- On April 17, 2014, four (4) bids were received for the Subject Project, in which the bids ranged from \$369,369.00 to \$772,351.06.
- As a result, TNR and Purchasing recommends awarding a contract to the lowest responsive bidder, QA Construction Services, Inc., in the amount of \$369,369.00.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: \$369,369.00
  - Contract Type: Construction
  - Contract Period: Through Completion
- **Contract Modification Information: N/A**
  - Modification Amount:

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

Modification Type:  
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 35

Responses Received: 4

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 0%

*(Vendor is self-performing)*

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 0300000854

Funding Account(s): Fund No: 4083 Fund Center: 1490190000  
GL No: 522040

Comments: N/A

**TRANSPORTATION AND NATURAL RESOURCES**

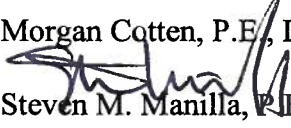
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

June 4, 2014

**MEMORANDUM**

**TO:** Marvin Brice, Assistant Purchasing Agent  
**FROM:** Morgan Cotten, P.E., Director of Public Works  
**THROUGH:**  Steven M. Manilla, P.E., County Executive  
**SUBJECT:** El Rey Sidewalk Improvements  
Construction Contract Award  
Solicitation No. B11403-007-LP

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2014 JUN -9 AM 8:42

**Requested Agenda Item**

TNR hereby requests that the Purchasing Department place the following item on the Commissions Court agenda for the June 24, 2014 voting session:

**Requested Motion: Consider and take appropriate action on the recommendation to award the construction contract for the El Rey Sidewalk Improvements project to QA Construction Services, Inc.**

**Project Description**

El Rey Boulevard is located in southwestern Travis County, Precinct Three. The improvements involve installing one pedestrian sidewalk along El Rey Boulevard from Candelaria Drive to Espanola Trail. El Rey Boulevard experiences a high traffic volume at times throughout the day because it is a major entrance to several sections of the Granada Hills subdivision. The sidewalk will improve safety along El Rey Boulevard by providing a walkway that will eliminate the need for pedestrians to walk in the street. The sidewalk will be constructed in compliance with the Americans with Disabilities Act (ADA) and Architectural Barriers Regulations of Texas Department of Licensing and Regulation (TDLR).

## **Summary and Recommendations**

The El Rey Boulevard Sidewalk project is a voter approved 2011 Bond project. Sealed bids to construct the project were received from six bidders on April 17, 2014. The bids ranged from a low of \$369,369.00 to a high of \$772,351.06. Additional details and a recommendation are available in the attached e-mail from Chan and Partners Engineers, the consultant hired to design this project. Upon tabulation and reviewing the bids, TNR finds the low bid at \$369,369.00 to be complete. Subject to Purchasing Department's findings of responsiveness, and in accordance with Chapter 262 (c) of the Texas government Code, TNR requests that the low bidder QA Construction Services be awarded the contract for the construction of the El Rey Sidewalk Improvements project. The funding information is below.

Funds Reservation: 0300000854

WBS: SWCN.149.000001

Fund: 4083

Fund Center: 1490190000

GL: 522040

If you have any questions or require additional information please contact Lee Turner at (512) 854-7598.

### **Attachments:**

- Project Location Map
- Chan and Partners E-mail
- Bid Tabulation

**CC:** Cyd Grimes, Purchasing  
Lee Perry, Purchasing  
Steve Sun, P.E., TNR  
Lee Turner, P.E., TNR  
Tawana Gardner, TNR  
Isabelle Lopez, TNR

# EL REY SIDEWALK IMPROVEMENTS BID EVALUATION

Item No.	Spec. Item No.	Description	Unit	QTY	Engineers Estimate		Meyers Concrete Construction		Austin Underground		Unity Constructors		BPI Environmental Services		Ben Reyna Contracting		QA Construction Services	
1	101S-B	Preparing Right of Way	100 FT STA	31	\$956.00	\$29,636.00	\$3,858.00	\$119,598.00	\$4,900.00	\$151,900.00	\$2,403.68	\$74,514.08	\$1,805.00	\$65,955.00	\$1,250.00	\$38,750.00	\$2,000.00	\$62,000.00
3	402S-A	Controlled Low Strength Material	CY	46	\$203.00	\$9,338.00	\$327.50	\$15,065.00	\$150.00	\$6,900.00	\$283.50	\$13,041.00	\$225.00	\$10,350.00	\$150.00	\$6,900.00	\$95.00	\$4,370.00
4	403S-EA	Concrete for Structures, Sidewalk Flume	EA	4	\$2,940.00	\$11,760.00	\$1,676.50	\$6,706.00	\$5,200.00	\$20,800.00	\$4,673.70	\$18,694.80	\$1,400.00	\$5,600.00	\$1,500.00	\$6,000.00	\$1,100.00	\$4,400.00
5	SP414S-SF	Cas-in-Place P.C. Concrete Retaining Wall, including Reinforcement and Footing	SF	256	\$32.00	\$8,192.00	\$79.50	\$20,352.00	\$75.00	\$19,200.00	\$64.13	\$16,417.28	\$45.00	\$11,520.00	\$35.00	\$8,960.00	\$35.00	\$8,960.00
6	430S-D8	P.C. Concrete Curb (Fine Grading), 8" Curb	LF	34	\$25.00	\$850.00	\$72.25	\$2,466.50	\$40.00	\$1,360.00	\$30.81	\$1,047.54	\$25.00	\$860.00	\$50.00	\$1,700.00	\$18.00	\$612.00
7	432S-4	New P.C. Concrete Sidewalk, 4 Inch Thickness, Including Detectable Warning	SF	13,452	\$8.10	\$108,961.20	\$6.25	\$84,075.00	\$9.00	\$121,068.00	\$7.05	\$94,836.60	\$5.50	\$73,986.00	\$5.50	\$73,986.00	\$4.25	\$57,171.00
8	432S-6	New P.C. Concrete Sidewalk, 6 Inch Thickness	SF	568	\$10.00	\$5,680.00	\$12.25	\$6,958.00	\$11.00	\$6,248.00	\$11.08	\$6,293.44	\$6.55	\$3,720.40	\$6.50	\$3,692.00	\$5.00	\$2,840.00
9	432S-PP-1	P.C. Sidewalk Curb Ramp with Pavers (Type 1)	EA	1	\$1,370.00	\$1,370.00	\$1,751.00	\$1,751.00	\$2,500.00	\$2,500.00	\$540.00	\$540.00	\$1,550.00	\$1,550.00	\$1,500.00	\$1,500.00	\$900.00	\$900.00
10	433S-A	Type 1 P.C. Concrete Driveway	SF	10,314	\$10.00	\$103,140.00	\$9.25	\$95,404.50	\$10.00	\$103,140.00	\$8.78	\$90,598.92	\$8.00	\$82,512.00	\$7.00	\$72,198.00	\$4.50	\$46,413.00
11	509S-1	Trench Excavation Safety Protective Systems (all depths)	LF	160	\$1.00	\$160.00	\$10.00	\$1,600.00	\$5.00	\$800.00	\$26.05	\$4,168.00	\$25.00	\$4,000.00	\$10.00	\$1,600.00	\$5.00	\$800.00
12	10-ASD22x13	Pipe, 22"x13.5" Arch Pipe Culvert, Class 3 (all depths), including Excavation and Backfill	LF	560	\$130.00	\$72,800.00	\$140.20	\$78,512.00	\$200.00	\$112,000.00	\$232.27	\$130,071.20	\$185.00	\$103,600.00	\$250.00	\$140,000.00	\$75.00	\$42,000.00
13	SP510-BW	Adjusting, Repositioning and Reconnecting Water Service to Existing Private Service, Single and Double Services, and to Existing Fire Hydrant	EA	8	\$1,500.00	\$12,000.00	\$2,552.00	\$20,416.00	\$1,500.00	\$12,000.00	\$1,118.56	\$8,948.48	\$1,750.00	\$14,000.00	\$350.00	\$2,800.00	\$550.00	\$4,400.00
14	591S-A	Dry Rock Riprap, 12" Maximum Size Aggregate, including Bedding Material	SY	10	\$121.00	\$1,210.00	\$222.25	\$2,222.50	\$50.00	\$500.00	\$159.30	\$1,593.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$60.00	\$600.00
15	591S-F4	Concrete Riprap, 4 In.	SY	170	\$90.00	\$15,300.00	\$215.50	\$36,635.00	\$70.00	\$11,900.00	\$22.52	\$3,828.40	\$92.00	\$15,640.00	\$100.00	\$17,000.00	\$55.00	\$9,350.00
16	602S-D	Grass Sodding, Buffalo Grass	SY	5,984	\$7.00	\$41,888.00	\$9.85	\$58,942.40	\$2.00	\$11,968.00	\$5.31	\$31,775.04	\$5.50	\$32,912.00	\$9.88	\$59,121.92	\$6.00	\$35,904.00
17	604S-E	Mulch, 6 In. Thickness, Native Hardwood	SY	110	\$5.20	\$572.00	\$24.50	\$2,695.00	\$6.00	\$660.00	\$6.70	\$737.00	\$12.25	\$1,347.50	\$45.00	\$4,950.00	\$50.00	\$5,500.00
18	608S-ILO	Planting 1 Type Live Oak, Size 2 In. Caliper Tree	EA	6	\$500.00	\$3,000.00	\$815.25	\$4,891.50	\$125.00	\$750.00	\$492.50	\$2,955.00	\$400.00	\$2,400.00	\$350.00	\$2,100.00	\$350.00	\$2,100.00
19	608S-IRO	Planting 1 Type Red Oak, Size 2 In. Caliper Tree	EA	4	\$500.00	\$2,000.00	\$915.25	\$3,261.00	\$250.00	\$1,000.00	\$492.50	\$1,970.00	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00
20	608S-ISH	Planting 1 Type Landscaping Shrub, Size 5 Gallon	EA	20	\$40.00	\$800.00	\$180.00	\$3,600.00	\$50.00	\$500.00	\$187.50	\$3,950.00	\$65.00	\$1,700.00	\$35.00	\$700.00	\$50.00	\$1,000.00
21	610S-A	Protective Fencing Type A Chain Link Fence	LF	410	\$4.80	\$1,968.00	\$6.35	\$2,603.50	\$6.00	\$2,460.00	\$4.13	\$1,693.30	\$4.50	\$1,845.00	\$3.50	\$1,435.00	\$3.00	\$1,230.00
22	610S-E	Tree Trunk Protection, Wood Planking	EA	6	\$200.00	\$1,200.00	\$243.50	\$1,461.00	\$60.00	\$360.00	\$106.20	\$637.20	\$340.00	\$2,040.00	\$25.00	\$150.00	\$150.00	\$900.00
23	628S-B	Sediment Containment Dikes with Filter Fabric, Triangular	LF	430	\$9.00	\$3,870.00	\$18.00	\$7,740.00	\$12.00	\$5,160.00	\$7.38	\$3,173.40	\$5.30	\$2,279.00	\$8.00	\$3,440.00	\$8.00	\$3,440.00
24	639S	Rock Berm	LF	94	\$26.50	\$2,491.00	\$47.50	\$4,465.00	\$18.00	\$1,692.00	\$23.78	\$2,235.32	\$40.00	\$3,760.00	\$30.00	\$2,820.00	\$35.00	\$3,290.00
25	640S	Mortared Rock Wall	SF	2,856	\$32.00	\$91,392.00	\$48.11	\$137,402.16	\$6.00	\$17,136.00	\$21.33	\$60,918.48	\$26.50	\$75,684.00	\$12.00	\$34,272.00	\$12.50	\$35,700.00
26	641S	Stabilized Construction Entrance	EA	2	\$1,350.00	\$2,700.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$1,386.50	\$2,773.00	\$1,550.00	\$3,100.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
27	642S	Silt Fence for Erosion Control	LF	2,120	\$2.20	\$4,664.00	\$3.95	\$8,374.00	\$3.00	\$6,360.00	\$1.77	\$3,752.40	\$2.00	\$4,240.00	\$3.00	\$6,360.00	\$2.00	\$4,240.00
28	700S-TM	Total Mobilization Payment	LS	1	\$19,500.00	\$19,500.00	\$21,176.00	\$21,176.00	\$25,000.00	\$25,000.00	\$12,400.00	\$12,400.00	\$58,726.58	\$58,726.58	\$2,500.00	\$2,500.00	\$17,589.00	\$17,589.00
29	802S-BBOND	Bond Project Sign	EA	2	\$320.00	\$640.00	\$1,377.00	\$2,754.00	\$80.00	\$1,600.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00	\$600.00	\$900.00
30	803S-CD	Barricades, Signs and Traffic Handling	CD	180	\$70.00	\$12,600.00	\$88.25	\$15,885.00	\$30.00	\$5,400.00	\$15.74	\$2,833.20	\$82.00	\$11,160.00	\$115.00	\$20,700.00	\$50.00	\$9,000.00
31	871S-A12W	ReflectORIZED Type 1 Thermoplastic Pavement Markings 12 inches in width, 100 mils in thickness, solid white in color	LF	66	\$26.00	\$1,716.00	\$26.50	\$1,749.00	\$10.00	\$660.00	\$11.80	\$778.80	\$10.83	\$714.78	\$15.00	\$990.00	\$10.00	\$660.00
					<b>Bid Total</b>	<b>\$571,398.20</b>	<b>Bid Total</b>	<b>\$772,351.06</b>	<b>Bid Total</b>	<b>\$666,022.00</b>	<b>Bid Total</b>	<b>\$698,132.88</b>	<b>Bid Total</b>	<b>\$698,992.26</b>	<b>Bid Total</b>	<b>\$623,624.92</b>	<b>Bid Total</b>	<b>\$369,369.00</b>



Contract No. 4400001940

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and OA CONSTRUCTION SERVICES, INC. (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of EL REY SIDEWALK IMPROVEMENTS PROJECT in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans EL REY SIDEWALK IMPROVEMENTS PROJECT (B1403-007-LP), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B1403-007-LP).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of EL REY SIDEWALK IMPROVEMENTS PROJECT in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B1403-007-LP) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B1403-007-LP) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the project within 75 working days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract sum of \$369,369.00. The Contract Sum is comprised of \$221,621.40 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 the contract and \$147,747.60 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

Contract No. 4400001940

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_.

TRAVIS COUNTY, TEXAS

QA CONSTRUCTION SERVICES, INC.

BY: \_\_\_\_\_

BY:  KEVIN CARLSON

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
TRAVIS COUNTY ATTORNEY

\_\_\_\_\_  
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

\_\_\_\_\_  
COUNTY AUDITOR, TRAVIS COUNTY



**EL REY BOULEVARD SIDEWALK IMPROVEMENTS PROJECT, IFB B1403-007-LP**

City of Austin, Texas Standard Specifications, latest edition, are used as the project Standard Specifications, which can be found in the City of Austin Website: <ftp://ftp.ci.austin.tx.us/Standards/Standards/Specifications>

**BASE BID**

Bid Item	Spec. Item No.	Description	Unit	QTY	Unit Price	Amount
1	101S-B	Preparing Right of Way	100 FT STA	31	\$2,000.00	\$62,000.00
3	402S-A	Controlled Low Strength Material	CY	46	\$95.00	\$4,370.00
4	403S-EA	Concrete for Structures, Sidewalk Flume	EA	4	\$1,100.00	\$4,400.00
5	SP414S-SF	Cast-in-Place P.C. Concrete Retaining Wall, including Reinforcement and Footing	SF	256	\$35.00	\$8,960.00
6	430S-D8	P.C. Concrete Curb (Fine Grading), 8" Curb	LF	34	\$18.00	\$612.00
7	432S-4	ew P.C. Concrete Sidewalk, 4 Inch Thickness, Including Detectable Warning	SF	13,452	\$4.25	\$57,171.00
8	432S-6	New P.C. Concrete Sidewalk, 6 Inch Thickness	SF	568	\$5.00	\$2,840.00
9	432S-RP-1	P.C. Sidewalk Curb Ramp with Pavers (Type 1)	EA	1	\$900.00	\$900.00
10	433S-A	Type 1 P.C. Concrete Driveway	SF	10,314	\$4.50	\$46,413.00
11	509S-1	Trench Excavation Safety Protective Systems (all depths)	LF	160	\$5.00	\$800.00
12	510-ASD22x13.5	Pipe, 22' x13.5" Arch Pipe Culvert, Class 3 (all depths), including Excavation and Backfill	LF	560	\$75.00	\$42,000.00
13	SP510-BW	Adjusting, Repositioning and Reconnecting Water Service to Existing Private Service, Single and Double Services, and to Existing Fire Hydrant	EA	8	\$550.00	\$4,400.00
14	591S-A	Dry Rock Riprap, 12" Maximum Size Aggregate, including Bedding Material	SY	10	\$60.00	\$600.00
15	591S-F4	Concrete Riprap, 4 In.	SY	170	\$55.00	\$9,350.00
16	602S-D	Grass Sodding, Buffalo Grass	SY	5,984	\$6.00	\$35,904.00
17	604S-E	Mulch, 6 In. Thickness, Native Hardwood	SY	110	\$50.00	\$5,500.00
18	608S-1LO	Planting Type Live Oak, Size 2 In. Caliper Tree	EA	6	\$350.00	\$2,100.00
19	608S-1RO	Planting Type Red Oak, Size 2 In. Caliper Tree	EA	4	\$350.00	\$1,400.00
20	608S-1SH	Planting Type Landscaping Shrub, Size 5 Gallon	EA	20	\$50.00	\$1,000.00

**BASE BID**

Bid Item	Spec. Item No.	Description	Unit	QTY	Unit Price	Amount
21	610S-A	Protective Fencing Type A Chain Link Fence	LF	410	\$3.00	\$1,230.00
22	610S-E	Tree Trunk Protection, Wood Planking	EA	6	\$150.00	\$900.00
23	628S-B	Sediment Containment Dikes with Filter Fabric, Triangular	LF	430	\$8.00	\$3,440.00
24	639S	Rock Berm	LF	94	\$35.00	\$3,290.00
25	640S	Mortared Rock Wall	SF	2,856	\$12.50	\$35,700.00
26	641S	Stabilized Construction Entrance	EA	2	\$1,000.00	\$2,000.00
27	642S	Silt Fence for Erosion Control	LF	2,120	\$2.00	\$4,240.00
28	700S-TM	Total Mobilization Payment	LS	1	\$17,589.00	\$17,589.00
29	802S-BBOND	Bond Project Sign	EA	2	\$300.00	\$600.00
30	803S-CD	Barricades, Signs and Traffic Handling	CD	180	\$50.00	\$9,000.00
31	871S-A12W	Reflectorized Type I Thermoplastic Pavement Markings 12 inches in width, 100 mils in thickness, solid white in color	LF	66	\$10.00	\$660.00
<b>Base Bid Total</b>						<b>\$369,369.00</b>

**Below please type the base bid amount in words.**

<b>Tax Exempt Total</b>	\$221,621.40	<b>Non-Tax Exempt Total</b>	\$147,747.60
<p><b>Tax exempt costs</b> are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.</p>		<p><b>Non-Tax exempt costs</b> are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.</p>	
<p><b>NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.</b></p>			

**Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.**

**Please note the following listed abbreviations used for proposed units:**  
Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY, STA = Station, FT = Feet, CD = Calendar Day



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** A. Receive and Consider Bids for IFB1406-003-JW, Travis County School Land Oil and Gas Lease;

B. Authorize Staff to Evaluate Received Bids.

- **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.
- On June 24, 2014 the Commissioners Court approved a resolution directing the Purchasing Agent to issue a bid for the lease of oil and gas in tract 53 of the Travis County School Land in Throckmorton County. IFB B1406-003-JW was issued June 27, 2014 with bids due July 21, 2014.
- Pursuant to Texas Natural Resources Code, Section 71.006, Receiving Bids and Awarding Lease, "On the date specified in the notice, the governing body of the political subdivision shall receive and consider bids submitted for leasing all or part of the land that was advertised for lease, and the governing body may award the lease to the highest and best bidder who submits a bid."
- Upon receipt of bids, and with authorization by the Commissioners Court, designated staff will review and evaluate bids in order to bring a recommendation back to Commissioners Court for approval.
- **Contract Expenditures:** Within the last \_\_\_ months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:** N/A

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





## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** David Walch 46663; Marvin Brice 49765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Consider and Take Appropriate Action on Approval of Contract No. 4400002131, Access Empowerment for Parking Mobility services.**

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

June 3, 2014, Court Item 17, the Commissioners Court was requested to consider and take appropriate action on a proposal to establish a pilot program for disabled parking enforcement in Constable Precinct 3 and Justice of the Peace Precinct 3 offices using Access Empowerment's Parking Mobility Program. The Court directed the Purchasing Agent to finalize a contract for these services.

This six month pilot program is designed to provide an added educational and enforcement tool in the ongoing effort to provide people with disabilities and mobility impairments access to disabled parking spaces that are frequently occupied by people without disabilities or mobility impairments.

It should be noted that the Contractor has raised objections to the "Right to Contractual Material" clause of the contract. He has stated he does not feel the course, its materials, copyrights, title, trademarks or intellectual property or proprietary rights (Work Product) should be transferred to the County (which is standard County **practice**). Below is the original version of the clause, and the revised version which has been included in the contract based upon the Contractor's objections

**ORIGINAL VERSION:**

---

7.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses,

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

inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

REVISED VERSION:

7.4 Right to Contractual Material. Notwithstanding this section or any other provision of this Agreement, CONTRACTOR is the sole and exclusive owner of all copyright, title, trademarks and all other intellectual property and proprietary rights in and to the Software Application and the Disability Parking Course.

Contractor also had objections to our standard insurance requirements. After consulting with our Risk Manager and Attorney, we should be reasonably covered by the contractor's insurance and certain immunities under state law.

The Purchasing Agent is requesting court approval of the contract which does not exceed \$50,000.

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

➤ **Contract-Related Information:**

Award Amount:	\$49,500.00
Contract Type:	Professional Services Agreement
Contract Period:	July 22, 2014 – January 21, 2015

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments: PBO will concurrently request funding from Allocated Reserves for this contract on July 22, 2014.

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

 **DRAFT**

**PROFESSIONAL SERVICES  
AGREEMENT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**ACCESS EMPOWERMENT**

**FOR**

**PARKING MOBILITY PROGRAM**

**CONTRACT NO. 4400002131**



**Travis County Purchasing Office**



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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TRAVIS COUNTY AND ACCESS EMPOWERMENT**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Access Empowerment, a Texas-based 501(c)(3) nonprofit organization (the “CONTRACTOR”).

**WHEREAS**, COUNTY desires to address accessible parking abuse utilizing a qualified organization to:

- provide an efficient method to engage, train and qualify citizen Volunteers
- provide Volunteers with an efficient, safe, easy to use tool to report accessible parking violations
- provide administratively efficient technology to manage Volunteers
- provide an automated system to issue and manage citations issued by Volunteers
- provide a diversion option for first time accessible parking violators; and
- provide a broad community education and awareness campaign about the importance of accessible parking to the citizens of Travis County.

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

**WHEREAS**, COUNTY desires to deploy a program as described above within the jurisdiction of Justice of the Peace Precinct 3 as a six (6) month pilot program with interest in a subsequent ongoing program;

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

1.0 DEFINITIONS

In this Agreement,

- 1.1 “Accessible Parking” means parking spots designated and intended for persons with disabilities who have legally obtained handicapped plates or placards and includes handicapped parking or disabled parking spots.
- 1.2 “Citations” mean the official legal documents indicating a parking infraction. Citations are issued for the specific violations of current disabled parking laws that are covered by the existing Volunteer Enforcement Program.
- 1.3 “Commissioners Court” means the Travis County Commissioners Court.
- 1.4 “County Auditor” means Travis County Auditor Nicki Riley or her successor.
- 1.5 “Is doing business” and “has done business” mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

**1.5.3 but does not include**

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

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Minimum Requirements" entail all of the current practices, procedures, and responsibilities of the existing Volunteer Enforcement Program including criminal background checks, individual screening, training, and support for Volunteers.
- 1.8 "Parking Mobility Program" means Access Empowerment's program involving the use of their Software Application, their training of Volunteers, and their provision of a diversion program for first time offenders.
- 1.9 "Parties" mean Travis County and Access Empowerment.
- 1.10 "Project Director" means Sally Hernandez, the Constable of Precinct 3 or her designee.
- 1.11 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

- 1.12 “Smartphones” mean mobile telephones with advanced capabilities, including cameras, internet access, and Global Positioning System (GPS) access. Current examples as of March 2014 include Apple’s iPhone and smartphones which use the Android operating system.
- 1.13 “Software Application” means the Parking Mobility software application that is currently compatible with iPhone and Android-based smartphones, and allows a Volunteer to submit a Citation to COUNTY.
- 1.14 “Volunteer” means a civilian citizen who meets the requirements of Texas Transportation Code §681.0101 and is trained pursuant to that statute and certified to issue Citations for vehicles in violation of certain disabled parking laws.
- 1.15 “Volunteer Enforcement Program” means the COUNTY’s current, paper-based program for Volunteers issuing disabled parking Citations.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin upon execution and shall continue for a period of six (6) months, unless sooner terminated as provided herein. The initial term of this agreement may be extended by mutual agreement in accordance with Section 8.0: Amendments.

2.1.1 After five (5) months of the pilot program, the COUNTY and the CONTRACTOR shall measure the efficacy of the Parking Mobility Program. The COUNTY will consider competitively soliciting the services for an on-going basis based on the demonstrated efficacy of this pilot project.

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

## 3.0 CONTRACTOR’S RESPONSIBILITIES

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

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

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

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

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

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

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

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

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

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

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

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

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

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

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. \*Form is provided as Attachment E\*

3.14 Eligibility. CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

3.17 Upon request, CONTRACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.

3.18 Upon request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners or their representatives for questions with respect to the services being performed pursuant to this Agreement.

#### 4.0 COUNTY PERFORMANCE OF SERVICES

4.1 COUNTY shall designate a Project Director who will be the person responsible for monitoring CONTRACTOR's performance under the terms and conditions of this Agreement.

4.2 COUNTY shall provide CONTRACTOR access to staff as well as copies of or access to documents that are necessary for the successful completion of work required by this Agreement.

## 5.0 COMPENSATION

5.1 Compensation shall be in the amounts outlined in "Attachment B Compensation".

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

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

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

### 5.5 Disbursements to Persons with Outstanding Debt.

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

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

5.5.1.2 the debt is paid.

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

5.5.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 9.8 below, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

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

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

## 6.0 INVOICING AND PAYMENT

6.1 CONTRACTOR shall invoice COUNTY within 10 days after the delivery to COUNTY of the documents for which payment is sought.

6.2 Invoices shall include a description of the services performed and the documents delivered as outlined in ATTACHMENT A: Exhibit 2: Timeline.

6.3 Invoices shall be submitted to:

Sally Hernandez, Constable Pct 3  
P.O. Box 1748  
Austin, Texas 78767

6.4 If services performed and documents delivered comply with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR within 30 days of receipt of a complete and correct invoice submitted in accordance with this Section 6.0.

6.5 Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

## 7.0 RECORDS CONFIDENTIALITY AND ACCESS

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

7.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services



provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

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

7.4 Right to Contractual Material. Notwithstanding this section or any other provision of this Agreement, CONTRACTOR is the sole and exclusive owner of all copyright, title, trademarks and all other intellectual property and proprietary rights in and to the Software Application and the Disability Parking Course.

## 8.0 AMENDMENTS

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

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

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

## 9.0 OTHER PROVISIONS:

9.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES,

DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

9.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR shall indemnify the COUNTY, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

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

9.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

9.5 Non-Waiver of Default

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

9.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not

preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

9.7 Entire Agreement

9.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

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

- 9.7.2.1 Attachment A – Scope of Services  
Exhibit 1 – Program Description  
Exhibit 2 -- Timeline
- 9.7.2.2 Attachment B – Compensation
- 9.7.2.3 Attachment C – Insurance Requirements
- 9.7.2.4 Attachment D – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons
- 9.7.2.5 Attachment E –Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Covered Contracts
- 9.7.2.6 Attachment F – Security Compliance
- 9.7.2.7 Attachment G – Non-Disclosure and Confidentiality  
Agreement for Documents Comprising ITS Security  
Requirements.

9.8 Notices:

9.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by

registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

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

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

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

Sally Hernandez  
Constable Pct 3  
P.O. Box 1748  
Austin, Texas 78767

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

Access Empowerment, Parking Mobility  
Attn: Mack Marsh, Project Director  
1101 W. 34<sup>th</sup> Street, Suite 175  
Austin, Texas 78705

9.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 9.8. Any change in the address shall be reported within fifteen (15) days of the change.

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

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

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

9.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Tex. Civ. Prac. & Rem. Code, §154.073, unless both parties agree, in writing, to waive the confidentiality.

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

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

9.15 Non-Party Beneficiaries. No provision in this Contract creates any rights in any person or entity that is not a party to this Contract, and the rights to performance in this Contract are only enforceable by COUNTY and CONTRACTOR.

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

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

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

9.16.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

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

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

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

9.20 Interpretational Guidelines

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

9.20.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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

9.21 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin,

Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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

TRIPPLICATE ORIGINALS

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

**Access Empowerment**

**Travis County**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

By: Michael Haynes  
President

By: Samuel T. Biscoe  
Travis County Judge

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

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

Approved as to Legal Form By:

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

Approved by Auditor's Office

\_\_\_\_\_  
Nicki Riley, County Auditor

Approved by Purchasing:

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

## **ATTACHMENT A SCOPE OF SERVICE**

CONTRACTOR shall provide all materials, software, programming and services as outlined in this Scope of Service. The temporal scope of this Agreement is a six month pilot program that commences on the day of last signature affixed to this contract and terminates 180 calendar days after commencement. COUNTY and CONTRACTOR shall discuss program performance in the fifth month of the pilot Program in consideration of implementation of full deployment of the program.

Travis County desires to address the issue of Accessible Parking violations by recruiting, training and certifying citizen Volunteers; obtaining access to use of the smartphone and web-based Software Application exclusively provided by CONTRACTOR to allow Volunteers to electronically submit citations for vehicles in violation of accessible parking laws, in compliance with current statutes and the current Minimum Requirements of Travis County's existing Volunteer Enforcement Program and to develop and provide a four-point Community Education and Awareness Program.

The CONTRACTOR will provide access to the Software Application, recruit and train Volunteers, submit Citations electronically, develop with County a first time offender diversion training program and provide broad community education and awareness efforts. The CONTRACTOR will allow access to the data collected by the Software Application. COUNTY will review all Citations before they are processed.

### **2.0 CONTRACTOR'S OBLIGATIONS FOR PERFORMANCE OF SERVICES**

- 2.1 CONTRACTOR shall, in a timely manner, install, implement and maintain the Parking Mobility Program and provide the services described in this Contract and its attachments in accordance with their terms and conditions, and in compliance with the assurances, certifications, and all other statements made by CONTRACTOR in the Scope of Service and in the General Provisions of this Contract.
  
- 2.2 All software and hardware (or components thereof) and all services provided under this Contract shall be the latest improved model meeting specifications in current production at the time of delivery. By using the Software Application, each Citation can be viewed electronically by COUNTY, and once COUNTY approves each Citation, the Software Application will (i) print out a hard copy of the Citation to be mailed by COUNTY to the vehicle's owner and (ii) transfer the Citation's data into COUNTY's relevant systems. Citations submitted by the application shall, at a minimum, include: three (3) photographs of the vehicle; GPS coordinates for each photograph; and text that is compatible with the format of COUNTY's current Citation.



- 2.3 The purpose of this Contract is to procure an Accessible Parking Enforcement and Education program (“Disability Parking Course”) for COUNTY that satisfies or exceeds the requirements set forth in this Contract and in Scope of Service. CONTRACTOR acknowledges and agrees that this Contract (and specifically, Attachment A and Attachment B) includes pricing for all required hardware, software, configuration, installation, implementation, training, violator diversion, warranty and post-warranty maintenance and support, and that the Program supplied shall be new, complete and sufficient so as to provide the intended goods and services. CONTRACTOR shall collaborate with Travis County Counseling and Education Services (“CES”) to develop or modify the Disability Parking Course.
- 2.4 The Software Application shall be secure, comply with all Travis County Information Security Requirements, (as referenced in Attachment F and Attachment G) and provide appropriate levels of confidentiality, integrity, availability and non-repudiation. CONTRACTOR will host the Software Application; therefore, CONTRACTOR shall verify that the servers are protected by up to date security and anti-virus software acceptable to COUNTY. The Software Application must also meet or exceed all federal, state and local government laws and regulations, governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of information assets.
- 2.5 CONTRACTOR shall maintain sufficient staff and administrative support to carry out the services described and to meet any established goals, objectives and activities presented in this Contract.
- 2.6 CONTRACTOR shall provide COUNTY with access and use of the Software Application.
- 2.7 CONTRACTOR shall provide the necessary infrastructure hardware and software to implement and support the project in Task A.1.
- 2.8 CONTRACTOR shall customize existing technologies to comply with the unique requirements of the program in Task A.2.
- 2.9 CONTRACTOR shall recruit Volunteers who meet the Minimum Requirements for the Volunteer Parking Enforcement program in Task A.3.
- 2.10 CONTRACTOR shall train the Volunteers to use the Software Application and shall train the Volunteers in accordance with the state mandatory four hour training required by Texas Transportation Code §681.0101 in collaboration with COUNTY. CONTRACTOR shall have at least twenty-five

Volunteers at their first training, and shall have Volunteers approved and appointed by COUNTY before Volunteers are allowed to participate in the Program in Task A.5.

- 2.11 CONTRACTOR shall train COUNTY on the use of the Software Application in Task A.5.
- 2.12 CONTRACTOR shall collaborate with COUNTY to implement technologies to provide the quantitative analysis which COUNTY needs to evaluate the Program in Task A.6.
- 2.13 CONTRACTOR shall implement an appropriate offender diversion program as developed with COUNTY stakeholders in Task A.7.
- 2.14 CONTRACTOR shall implement appropriate community awareness and education strategies as outlined in Task A.9.
- 2.15 CONTRACTOR shall support all Volunteers submitting Citations to COUNTY through the Software Application in Task A.10.
- 2.16 CONTRACTOR shall provide prompt and timely updates to the Software Application as requested by COUNTY or otherwise needed for proper utilization in Task A.11.
- 2.17 CONTRACTOR shall provide ongoing volunteer engagement in order to determine user satisfaction, evaluate efficiency and collect user input on overall quality of the Software Application in Task A.12.
- 2.18 CONTRACTOR shall provide presentations, educational materials and data reports as requested by COUNTY in Task A.13.
- 2.19 CONTRACTOR shall provide an analysis of the Program within 15 days following the end of the fifth month of the pilot Program in Task A.14.

### **CONTRACTOR REPRESENTATIONS AND WARRANTIES; IMPLIED SERVICES**

3.1 CONTRACTOR warrants that he has thoroughly examined the general and specific requirements, schedules, instructions and all other documents related to this Agreement. CONTRACTOR has made all investigations necessary to be thoroughly informed regarding the requirements for materials, equipment and/or services as required by COUNTY. Further, CONTRACTOR warrants that he is fully satisfied that the specifications accurately describe or indicate that all conditions site or otherwise, have been taken into account in determining the offered prices. There will be no increase in the quoted Agreement prices based upon CONTRACTOR's misunderstanding or lack of knowledge about the intent of the Agreement.

3.2 CONTRACTOR warrants that all of the information provided in its Proposal is true and correct and that CONTRACTOR will use its best efforts to provide a quality Accessible Parking Enforcement and Education program, and associated training, maintenance and support services to COUNTY. Specifically, this warranty extends to all statements and/or representations made by CONTRACTOR in its Proposal.

3.3 CONTRACTOR acknowledges and agrees that if any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance and provision of the Program, they shall be deemed to be implied by and included within the scope of this Agreement to the same extent and in the same manner as if specifically described herein. Except as otherwise expressly provided in this Agreement, CONTRACTOR shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Program and associated training, maintenance and support services.

## **CONTRACT DELIVERABLES**

**Task A.1 – CONTRACTOR shall provide the necessary infrastructure hardware and software to implement and support the Parking Mobility Program.**

Task A.1.1 -- CONTRACTOR shall provide infrastructure technologies to include but not limited to:

- Servers (load balancers, web servers and database servers)
- Data Storage
- Data Integration
- Web application hosting
- Bandwidth
- Quality Assurance software
- Security, Encryption and Multi---Factor Authentication

CONTRACTOR shall maintain separate infrastructures for testing, quality assurance and production to affect COUNTY's unique project requirements and goals.

The production infrastructure shall utilize highly---available, fully---redundant technology that minimizes service interruption and maximizes data integrity and protection. This includes, but is not limited to, load---balanced multiple web servers with a highly---available SQL database server with fail---over technologies. In addition, government---level security, encryption and multi---factor authentication features shall be implemented.

Deliverables for Task A.1 – CONTRACTOR shall provide COUNTY with a list of all technology utilized in implementation of project.

**Task A.2 – CONTRACTOR shall customize existing technologies to comply with the unique requirements of the Parking Mobility Program.**

Task A.2.1 – CONTRACTOR shall make modifications to the Software Application to address the COUNTY's requirements of the Program. CONTRACTOR shall collaborate with all relevant COUNTY stakeholders to address goals of the Program.

Deliverables for Task A.2.1 – CONTRACTOR shall provide a full report detailing the technology customization.

Task A.2.2 – CONTRACTOR shall collaborate with COUNTY to automate complaint, affidavit, and Citation submissions for violations occurring within the jurisdiction of Justice of the Peace Precinct 3. Any cost associated with the automation shall be the responsibility of the CONTRACTOR.

Data from the Software Application can be shared with COUNTY's existing data systems. This can be accomplished securely and in a manner in which COUNTY retains full control. This Citation automation provides the cost savings and procedural optimization necessary for COUNTY to process the violations generated by the Software Application.

CONTRACTOR shall implement a feature on the Software Application which allows COUNTY to do the following in a secure, web---based portal only accessible to (i) COUNTY staff designated by COUNTY and (ii) certain COUNTY computers designated by COUNTY:

- View all Citations, including those which have yet to be processed by COUNTY
- View the particular details of each unprocessed Citation
- Approve a Citation which:
  - Retrieves the most recent mailing address for the license plate of the vehicle in the Citation and adds this mailing address to the Citation
  - Prints out the Citation in a format ready to mail to the vehicle's owner
  - Electronically submits the Citation data to the COUNTY's systems that COUNTY currently has to manually enter such Citation data

In addition to encryption, the Software Application uses multi--factor technology locked to designated internal COUNTY computers to ensure optimal security. CONTRACTOR utilizes security and architecture experts from Fortune 500 companies for design and implementation of this feature.

As implemented, this feature will be secure, save COUNTY significant resources and allow COUNTY to handle Citations far more effectively and efficiently.

Deliverables for Task A.2.2 – With COUNTY's collaboration, CONTRACTOR shall provide the prompt and timely resources reasonably necessary to fulfill Task A.2.2, CONTRACTOR

shall demonstrate to COUNTY that this Citation automation feature (i) fulfills the functionality outlined above, (ii) is only available to COUNTY staff designated by COUNTY and (ii) only functions on COUNTY computers designated by COUNTY.

**Task A.3 – Recruit Volunteers who meet the Minimum Requirements for both the current Volunteer Enforcement Program and for the Parking Mobility Program.**

Task A.3 – CONTRACTOR shall recruit Volunteers who CONTRACTOR reasonably believes meet COUNTY'S current screening requirements and pass background checks, and who own either an iPhone or Android--based smartphone.

Deliverables for Task A.3 – CONTRACTOR shall provide COUNTY a list of volunteers who meet the requirements as outlined above. CONTRACTOR shall direct potential Volunteers to be screened by COUNTY in compliance with current practices.

**Task A.4 – CONTRACTOR shall train Volunteers pursuant to Texas Transportation Code §681.0101 and CONTRACTOR shall train Volunteers on the use of the Software Application.**

Task A.4 – CONTRACTOR shall train Volunteers in accordance with State law in order to prepare Volunteers to be appointed to file Citations. Further, CONTRACTOR shall train Volunteers in the proper, accurate, and complete use of the Software Application. CONTRACTOR shall be the sole source for technical and user support related to the Software Application.

Deliverables for Task A.4 – CONTRACTOR shall certify to COUNTY that each Volunteer has completed the CONTRACTOR's training in compliance with Texas Transportation Code 681.0101 and training in the Software Application. Volunteers will then be directed by COUNTY to appoint Volunteers before being allowed to submit citations through the Software Application.

**Task A.5 – CONTRACTOR shall train COUNTY on the use of the Software Application.**

Task A.5 – CONTRACTOR shall train COUNTY in the proper, accurate, and complete use of the Software APPLICATION, including but not limited to its web--based government administrative portal and the Citation automation feature detailed in Task A.2.2. CONTRACTOR shall be the sole source for technical and user support related to the Software Application.

Deliverables for Task A.5 – CONTRACTOR shall certify to COUNTY that each designated COUNTY personnel designated by COUNTY has completed the CONTRACTOR’s training for the administrative aspects of the Software Application. As new administrative features are added or existing ones modified, CONTRACTOR shall augment the original training and certify that all COUNTY personnel designated by COUNTY are up---to---date on said training. CONTRACTOR shall promptly respond to support requests from COUNTY and its designated staff.

**Task A.6 – CONTRACTOR shall collaborate with COUNTY to implement technologies to provide the quantitative analysis which COUNTY needs to evaluate the Program.**

Task A.6– CONTRACTOR shall engage the participation of COUNTY IT staff in order to fully integrate all necessary data systems in order to:

- Track Citations
- Track collections
- Provide geographical, map---based data
- Retrieve, compile and download/export data
- Volunteer management
- Provide project evaluation

Deliverables for Task A.6 – CONTRACTOR shall provide a full implementation report.

**Task A.7 – During the term of this Contract, CONTRACTOR may implement the Disability Parking Course developed collaboratively with relevant COUNTY stakeholders.**

Task A.7.a --- CONTRACTOR shall engage the participation of COUNTY Judicial and Constable’s staff and COUNTY Counseling and Education Services (CES) in order to finalize development and implementation of an appropriate web-based training program for first time offenders.

Deliverables for Task A.7.a – CONTRACTOR shall provide a full implementation report.

Task A.7.c During the term of the Contract, CONTRACTOR may collect a fee of \$50 from offenders upon completion of the diversion program. This fee is separate and apart from any fees in this Contract and from any fees, fines or monies collected by COUNTY. COUNTY shall not be liable for payment of Disability Parking Course. CONTRACTOR shall provide certification of offender completion immediately upon completion by the offender.

Deliverables for Task A.7.c CONTRACTOR shall provide monthly reports of all diversions attempted, completed and fees collected from violators.

**Task A.8 – CONTRACTOR shall implement a multipoint community awareness and education strategy to create broad community awareness and engagement in ending accessible parking abuse.**

Task A.8.1 – CONTRACTOR shall engage community based nonprofit partners to educate and engage their constituents on the problem of accessible parking abuse and provide social change across a broad cross---segment of the county’s population.

Deliverables for Task A.9.1 – CONTRACTOR shall provide a list of community partners; the number and type of outreach strategies and the number of individuals reached for each effort.

Task A.8.2 – CONTRACTOR shall develop and distribute appropriate video and printed educational materials to driver’s education programs, schools and other educational outlets to reach new drivers at a critical educational point.

Deliverables for Task A.8.2 – CONTRACTOR shall provide COUNTY with copies of all materials produced and a list of distribution points, including numbers of individuals reached.

**Task A.9 – CONTRACTOR shall support all Volunteers submitting Citations to COUNTY through the Software Application.**

Task A.9.1 – CONTRACTOR shall ensure that all Volunteers are actively submitting accurate and complete Citations.

Deliverables for Task A.9.1 – CONTRACTOR shall ensure that Citations are complete, accurate, and securely delivered to COUNTY. CONTRACTOR may provide continuing education and/or re---training to Volunteers to ensure compliance with the COUNTY’s collaboration to achieve optimal performance of Volunteers.

Task A.9.2 – CONTRACTOR shall ensure that all Volunteers are actively appearing in court as necessary to defend the Citations they have submitted.

Deliverables for Task A.9.2 – CONTRACTOR shall provide ongoing reminders when a court date for a Citation has been set and remind volunteers of their commitment to appear to defend the Citation.

**Task A.10 – CONTRACTOR shall provide prompt and timely updates to The Software Application as requested by the COUNTY or otherwise needed for proper utilization.**

Task A.10 – CONTRACTOR shall promptly resolve functional issues which arise in any aspect of the Software Application, including the smartphone and website technologies. CONTRACTOR shall implement new features requested by COUNTY unless said features require substantial development, in which case CONTRACTOR will coordinate with

COUNTY to determine an additional invoice amount to cover such development. CONTRACTOR shall provide training to volunteers and COUNTY concerning technological or procedural updates.

Deliverables for Task A.10 – CONTRACTOR shall document and provide technological and procedural updates to the Software application as needed or as requested by COUNTY.

**Task A.11 – CONTRACTOR shall provide ongoing Volunteer engagement in order to determine user satisfaction, evaluate efficiency and collect user input on overall quality of the Software Application.**

Deliverables for Task A.11 – CONTRACTOR shall provide periodic analysis in written and electronic formats.

**Task A.12 – CONTRACTOR shall provide presentations, educational materials and data reports as requested by COUNTY representatives and officials.**

Deliverables for Task A.12 – CONTRACTOR shall provide a list of community partners, presentations, educational materials and data reports. Examples include:

- Community nonprofit partners
- Large and small group presentations
- Printed and electronic educational materials
- Web and DVD based educational videos and handouts

**Task A.13 – CONTRACTOR shall provide an analysis of the Parking Mobility Program within 15 days following the end of the fifth month of the pilot Parking Mobility Program.**

Task A.13 – Analysis shall include data relative to violations written, reporting time, final and current status of all violations reported, user comments and analysis, cost efficacy of the project and overall functionality of the technology. Analysis shall provide recommendations on implementation of scalability and functional program improvements.

Deliverables for Task A.13 – CONTRACTOR shall provide analysis in written and electronic formats.



ATTACHMENT A: Program Description  
Exhibit 1

ATTACHMENT A: EXHIBIT 1

## EXHIBIT 1

Contract No. 4400002131



Accessible Parking abuse is the #1 health, safety and community access issue for people with disabilities and mobility impairments. 19% of the population are people with disabilities and mobility impairments, with this percentage growing as our population ages and as members of our military return from active duty with significant disabilities. Federal and state laws require less than 4% of all parking be designated for the needs of people with disabilities. While there have been no national studies on the prevalence of abuse of accessible parking spots, anecdotal studies show that 25% of these spaces are being abused at any given time with abuse as high as 75% during inclement weather, peak shopping periods and special events.

Community law enforcement budgets are stretched thinner and thinner each year and law enforcement officers do not see accessible parking abuse as a priority for enforcement. As a result, the Texas Legislature has raised fine amounts (Texas Transportation Code 681.011) and provided legislation enabling citizen volunteer programs to address the problem (TTC 681.0101). Despite these efforts, abuse continues to worsen.

The key to any behavior change effort is education. Providing an opportunity for the general community to understand the importance of accessible parking and why those spaces exist. Examples of community education campaigns that successfully changed social behavior are the 'Don't Mess with Texas' anti-litter campaign and the national 'Click It or Ticket' seatbelt campaigns. Both of these campaigns were successful in changing behavior but were funded by taxpayer dollars.

Parking Mobility is a community based enforcement and education program that leverages the high fines associated with accessible parking abuse into broad community education without using taxpayer dollars. Enforcement is important but education is critical.

This document demonstrates how Parking Mobility works and details our benefits to the community.

### Relevant Laws

Texas Transportation Code Title 7, Subtitle H, Sec. 681.0101. ENFORCEMENT BY CERTAIN

APPOINTED PERSONS. (a) A political subdivision may appoint a person to have authority to file a charge against a person who commits an offense under this chapter.

(b) A person appointed under this section must:

- (1) be a United States citizen of good moral character who has not been convicted of a felony;
- (2) take and subscribe to an oath of office that the political subdivision prescribes; and
- (3) successfully complete a training program of at least four hours in length developed by the political subdivision.

(c) A person appointed under this section:

- (1) is not a peace officer;
- (2) has no authority other than the authority applicable to a citizen to enforce a law other than this chapter; and
- (3) may not carry a weapon while performing duties under this section.

(d) A person appointed under this section is not entitled to compensation for performing duties under this section or to indemnification from the political subdivision or the state for injury or property damage the person sustains or liability the person incurs in performing duties under this section.

(e) The political subdivision and the state are not liable for any damage arising from an act or omission of a person appointed under Subsection (a) in performing duties under this section.

Sec. 681.011. OFFENSES; PRESUMPTION. (g) Except as provided by Subsections (h)---(k), an offense under this section is a misdemeanor punishable by a fine of not less than \$500 or more than \$750.



Mack Marsh Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
Austin, TX 78756  
mack@parkingmobility.com

iPhone

Android

## Parking Mobility Users and Deputies

Parking Mobility isolates data submitted by app users into two groups; casual users and deputies.

Anyone can download the Parking Mobility App and report violations. For casual users (people who have downloaded the App but don't meet the requirements of a deputy), report data is collected to help demonstrate the scope of accessible parking abuse; identify areas not being covered by deputies and help build an inventory of accessible spaces in the community.

Volunteers are required to be trained on Accessible PARKING enforcement and proper disposition of their duties; submit to a background check and; be deputized by their municipality. Parking Mobility provides the required training and background checks. The municipality deputizes and manages the deputies. Parking Mobility provides effective management tools to the municipality and ongoing training and support to ensure deputies are meeting all requirements.

Volunteers are required to appear in court for any Citations that are contested in court. Parking Mobility keeps deputies informed on court dates and ensures they appear. Failure to appear can result in a deputy's account being suspended.

Parking Mobility provides initial 4 hour trainings online or in person depending on the desires of the municipality. Ongoing training is provided online.

### Deputy Training

Parking Mobility provides training that is developed specifically for the needs of each partner community. Initial state required four hour training can be provided in a face-to-face classroom environment, online or a combination of both. Parking Mobility suggests that face-to-face trainings be held for initial trainings until all stakeholders are comfortable with the program.

Training is divided into 8, 30 minute modules that cover:

- Laws governing Accessible Parking
- Importance of Accessible Parking
- Contributions of People with Disabilities in the Community
- The Parking Mobility Program
- Organizations and Resources for People with Disabilities
- Special Rules Regarding Accessible Parking
- Confrontation Avoidance
- What Happens After You Submit a Violation


Parking Mobility also provides monthly and quarterly mini-trainings online as well as specific training on identified issues as needed for volunteers.


### Volunteer Management

Parking Mobility provides efficient volunteer deputy management from within the government portal that allows the municipality to add, suspend or terminate a deputized volunteer. All aspect of the volunteer's account are available to the municipal user including all reports submitted, report status and data measurement tools.



Mack Marsh Project Director  
 512 981 9628  
 3800 N. Lamar Blvd, Suite 730-175  
 Austin, TX 78756  
[mack@parkingmobility.com](mailto:mack@parkingmobility.com)

 iPhone

 **اندرويد**

### The Parking Mobility Mobile App

Parking Mobility is a free smartphone application available for Android devices and iPhones from their respective App Stores. Anyone can download and use the Parking Mobility App. Parking Mobility does not collect reports not submitted from the app. All data and photographs are submitted securely to our servers; do not reside on the reporter’s device and cannot be altered or manipulated in any way.

#### Reporting a violation using Parking Mobility

When a user sees an accessible parking violation, they simply open the Parking Mobility app.



Parking Mobility automatically locates the user using enhanced geolocation information from their phone.



The user chooses the ‘Plus’ button or ‘Report New Violation’ option from the Parking Mobility menu and is taken into the Violation menu.

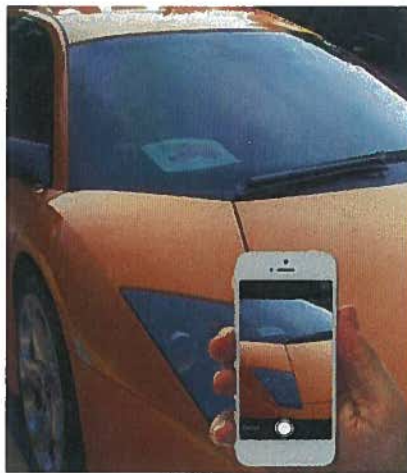


**Mack Marsh** Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
Austin, TX 78756  
mack@parkingmobility.com



The user takes three photographs of the violation.

#1: Rear of the vehicle showing the license plate.

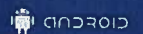
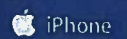


#2: Front windshield showing absence of a placard or expired or altered placard.

#3: Vehicle showing the violation. Must include the vertical sign required by law.



Mack Marsh Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
Austin, TX 78756  
mack@parkingmobility.com



The remainder of the steps can be completed away from the violation to reduce the chance of confrontation.

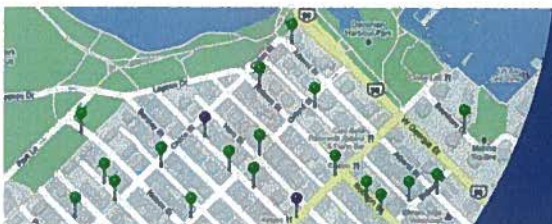
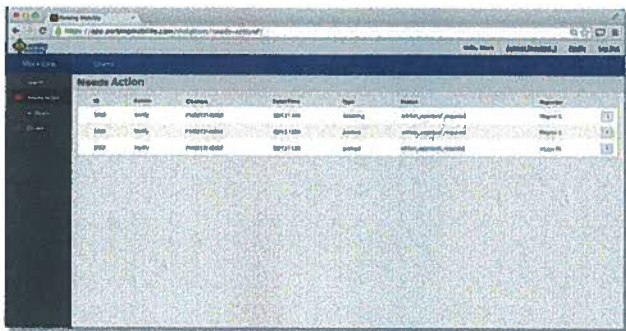
The user chooses the violation type;



Parking Mobility provides a secure web app portal for municipal partners. The designated administrator of the Parking Mobility program accesses the portal using RSA encrypted security and can view all reports submitted by deputized volunteers. Reports from casual users are not provided although their data can be included in planning reports. The municipal administrator views each report from that municipality's deputies and approves the previous day's reports.

Once a report is approved, the necessary data is migrated to the municipality's current data systems; the ticket is printed and mailed, and; the citation is processed just as any other citation. Approval of a report and issuance of a citation takes less than a minute per report.

Through the Parking Mobility portal, municipal administrators can view and manage all aspects of the Parking Mobility program including all violations reported, deputy volunteers and measurement tools.



Mack Marsh Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
Austin, TX 78756  
mack@parkingmobility.com



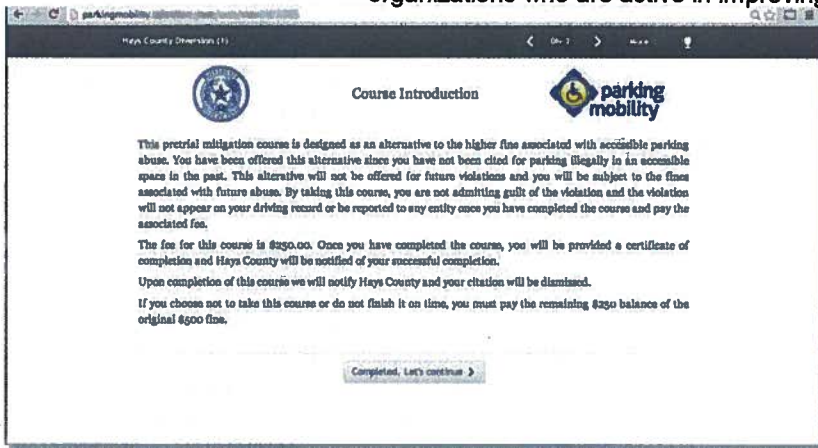
**Beyond Enforcement**

The goal of Parking Mobility is to end accessible parking abuse. A broad community education is necessary to inform the public on the importance of accessible parking and targeted education to offenders to reduce recidivism. Parking Mobility provides both aspects of community education.

**First Time Offender Diversion**

First time offenders can be offered a pretrial diversion program similar to safe driving courses for speeding offenders. The offender pays a reduced administrative fee and then completes the course in a prescribed period. Once completed, Parking Mobility certifies completion and the citation is dismissed. The offender is marked in the system as having completed diversion and cannot be offered diversion for future offenses. The Parking Mobility online course is interactive, effective and gauges the offender's responses to ensure the material is absorbed and repeat offenses are reduced.

Additionally, Parking Mobility dedicates the majority of Parking Mobility's revenue generated through our program to broad community education. We partner with other nonprofit organizations that are active in each community to reach their constituents. We provide newsletter and web based articles, PSA's, large and small group presentations, video and print materials to our community partners, driver's education programs and local media to ensure the community understands the importance of accessible parking and the contributions of people with disabilities to their community. These partnerships ensure we achieve our educational mission as well as support local, community based nonprofit organizations who are active in improving their community.



**Mack Marsh** Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
Austin, TX 78756  
mack@parkingmobility.com



### Who is Parking Mobility?

Parking Mobility is provided by Access Empowerment, an Austin, TX based nonprofit organization with 501(c)3 status. Access Empowerment is an organization formed, managed and governed by people with disabilities to address accessible parking abuse, the #1 threat to the health, safety and community access for people with disabilities. Parking Mobility provides unique technology as a tool to allow citizen volunteers to report accessible parking abuse; provides flexible data collection and reporting processes for municipalities to administer the program at little administrative cost; and, leverages the high fines associated with abuse to partner with and engage community based nonprofit organizations to provide broad community education aimed at ending abuse.

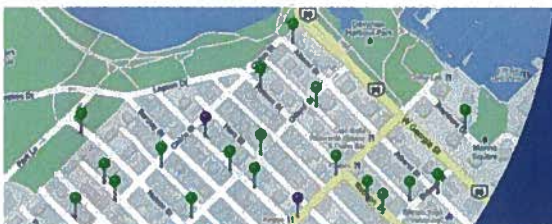
**Mission:** Access Empowerment's nonprofit mission is to engage the broader community to end accessible parking abuse through empowerment, collaboration, education and innovative technology.

**Goals and Objectives:** Access Empowerment's goal is to implement the Parking Mobility program in the top 25 municipalities in Texas and at least two municipalities in each of the 48 contiguous United States. Objectives of Parking Mobility include:

- designing innovative, secure, discrete technology necessary for citizen volunteers to report disabled parking violations
  - designing flexible, secure data collection and reporting procedures for local governments
  - providing a four point educational protocol designed to educate the broad community utilizing community nonprofit partnerships.
- marketing strategies directly to local community leaders, community based nonprofit organizations and people dedicated to providing a safe, healthy community for all


**Philosophy:** Access Empowerment strives to provide the Parking Mobility program through innovative, locally responsive solutions to a global problem.

**Formation:** Access Empowerment is a nonprofit organization formed by people with disabilities and technology development experts dedicated to utilizing innovative technology solutions to solve the #1 health and safety threat to people with disabilities and mobility impairments in the community. Our Board of Directors and staff have extensive experience and connection to disability organizations as well as technology development uniquely positioning the organization to bring the two together to achieve our mission. Our nonprofit formation is necessary to quickly and efficiently engage local governments as well as utilize our resources to achieve our educational mission. As a nonprofit organization, we are dedicated to providing transparency in all of our business practices and invite anyone to request information regarding our organization.



Mack Marsh Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
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mack@parkingmobility.com

 iPhone

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**Parking Mobility Board of Directors**

**Michael Haynes – President / Director**

Michael is the Executive Director of the Lone Star Paralysis Foundation and Director of the Seton Brain & Spine Recovery Center in Austin, TX. Previously, Michael spent over 17 years with St. David's Medical Center working with the St. David's Community Health Foundation establishing community programs focused on empowering youth and adults with disabilities through athletics and other active pursuits. Michael received his Bachelor's degree from The University of Texas at Austin.

**Michael Stimets – Treasurer / Director**

Michael is a Senior Scientist at Parsons Inc.'s Government Services Unit in Austin, Texas. Michael has been with Parsons in varying technology and managerial roles for over 25 years. Michael received his Bachelor's degree from The University of Texas at Austin.

**Eric Lantz – Secretary / Director**

Eric is an Occupational Therapist at Seton Brain & Spine Recovery Center in Austin, TX. Previously, Eric was an Occupation Therapist for 9 years at TIRR Memorial Hermann Rehabilitation Hospital in Houston Texas. In addition, Eric has managed youth camps for children with disabilities throughout Texas. Eric has received a Bachelor's degree from each of Texas A&M University and The University of Texas Medical Branch at Galveston.

**Regina Blye – Director**

Regina is the Executive Director of the Texas State Independent Living Council (SILC) in Austin, TX. Regina is a United States Presidential appointee to the United States Access Board. Regina serves as Chair of SILC Congress, a national group dedicated to improving the effectiveness of SILCs. Regina is also Vice---Chair of the Texas Disability Policy Consortium, a collection of organizations working together to advance the rights of Texans with disabilities, and serves as a board member for the Coalition of Texans with Disabilities, a grassroots advocacy organization. Regina received her Bachelor's degree from West Texas A&M University.

**Kathryn McCarter – Director**

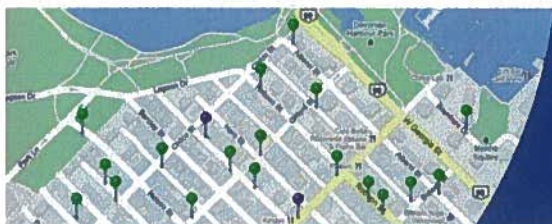
Kathryn is a social worker at the VA in Houston, TX where she works with homeless veterans to help find housing. Prior to her current professional role, Kathryn spent the past 8 years as a fundraiser for political campaigns and nonprofits in Houston and Austin. When not working at the VA, Kathryn is active with TIRR (The Institute for Rehabilitation and Research) and MD Anderson Cancer Center. Kathryn received her Bachelor's degree from The University of Texas at Austin and her Masters in Social Work from the University of Houston.

**Chase Bearden – Director**

Chase is the Director of Advocacy for the Coalition of Texans with Disabilities in Austin, TX. In this role, Chase manages research, policy analysis and legislative recommendations to the Texas State Legislature and Texas state agencies on issues surrounding disabilities. Chase serves on the Texas Governor---appointed Rehabilitation Council of Texas and the Texas Board of Architectural Examiners. Chase received his Bachelor's degree from Concordia University in Austin, TX.

**Campbell Macdonald – Director**

Campbell is the CEO and co---founder of Pathful. Previously, Campbell has nearly 20 years of senior managerial experience with companies including BuildDirect.com, Home Depot and the Canadian Pacific Railway. Campbell is also active in his community working with open data, the start---up and accessibility communities. Campbell received his Bachelor's degree from The University of Manitoba and Master's degree from Queen's University.



**Mack Marsh** Project Director  
512 981 9628  
3800 N. Lamar Blvd, Suite 730-175  
Austin, TX 78756  
mack@parkingmobility.com



**Administrative Team**

Mack Marsh, Project Director  
Cheryl Fries, Marketing & Community Outreach Terri Shexnayder, Marketing Specialist  
Justin Lowery, U/X Engineer  
Colin Edwards, Android & iOS Development Michael Glasgow, Systems & Security Architect Joshua Hibbert, Front---end Development  
Ian Littman, Server Team Lead Developer Ed Giese, Server Team Developer  
Alan Nguyen, Server Team Developer Gabriel Carignano, Server Team Developer Andrew Gracey, Server Team Developer Justin Hunter, Perl & Systems Administration



**Mack Marsh** Project Director  
512 981 9628  
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**ATTACHMENT A: Exhibit 2 - Timeline**  
**Travis County Proposed Timeline – Precinct 3 Parking Mobility Pilot Program**

According to the following timeline, CONTRACTOR MUST:

**Week 1**

- Meet with Precinct 3 Constable to determine program reporting requirements and additional features desired
- Meet with Precinct 3 Justice of the Peace Staff to determine Program reporting requirements and additional features desired
- Determine correct workflow for Citation processing
- Develop and deploy reporting protocols, Citation processing and features for approval
- Conduct video shoot and production with Precinct 3 Constable and Justice of the Peace for Volunteer training videos

**Week 2**

- Deploy Precinct 3 Parking Mobility Administrative Portal
- Train Precinct 3 Constable and Justice of the Peace Staff on Administrative portal
- Begin Volunteer recruitment and set first Volunteer training date
- Collaborate with COUNTY IT staff to prepare the interface of the computer system and provide 50 ‘dummy’ reports to be processed through system to ensure that the computer networks are communicating properly.
- Demonstrate existing Offender Education Course with Precinct 3 Justice of the Peace and Travis County Counseling and Education Services (“CES”) and discuss development of online education Disability Parking Course.

**Week 3**

- Finalize Volunteer training materials with Precinct 3 Constable
- Ensure all hardware and software is operational and ready for deployment
- Final pre-deployment training with Precinct 3 Constable and Justice of the Peace Staff
- Continue Volunteer recruitment
- Submit first round of Volunteer Information sheets for background checks to be completed by Precinct 3 Constable

**Week 4**

- Conduct first Volunteer training with minimum twenty-five Volunteers
- Coordinate media outreach with Precinct 3 Constable and Justice of the Peace
- Volunteers begin submitting reports
- Weekly follow up with Precinct 3 Constable and Justice of the Peace Staff
- Meet and collaborate with staff from CES to further develop the Disability Parking Course

**Week 5**

- Begin coordination with nonprofit community partners to provide outreach and education materials
- Coordinate and announce second Volunteer training date with Precinct 3 Constable
- Provide Monthly program activity report
- Weekly follow up with Precinct 3 Constable and Justice of the Peace Staff

**Week 6 and beyond**

- **Provide weekly follow up contacts with Precinct 3 Constable and Justice of the Peace Staff to ensure program is working as expected, make any program adjustments or add features as needed to Administrative Portal**
- **Conduct additional Volunteer group trainings as needed**
- **Continue development of Disability Parking Course in collaboration with CES**
- **Monitor Volunteer activities and reports, suggest corrective actions as needed and provide individual Volunteer trainings when called for**
- **Ensure Volunteers appear as needed to defend citations**
- **Provide monthly program activity reports with:**
  - **Number of active Volunteers**
  - **Number and type of reports submitted**
  - **Number and type of educational outreach activities**
  - **Any program adjustments, changes or enhancements**
  - **Detail of any issues experienced along with corrective actions**

**Week 20**

- **Provide program analysis for review by Commissioners to determine continuation of the program beyond pilot phase**

## **ATTACHMENT B Compensation**

In consideration of the services provided outlined in the Scope of Services, COUNTY shall pay CONTRACTOR a total sum of \$49,500 (forty nine thousand five hundred dollars) for the described pilot Program. This constitutes the entire Agreement amount and CONTRACTOR warrants that any adjustments to the Parking Mobility Program required by COUNTY shall be provided at no additional cost. Payments shall be made according to the fee schedule below:

- \$8,250 payable upon initial deployment of Parking Mobility Program.
  - Initial Deployment will consist of Week 1 meetings with Precinct 3 Constable, Precinct 3 Justice of the Peace Staff to determine reporting requirements and additional features desired.
  
- CONTRACTOR shall provide a monthly report and invoice within 10 days of the end of each month detailing progress towards the corresponding Task number and adherence to the program timeline in Attachment A and in Attachment A: Exhibit 2. COUNTY shall pay CONTRACTOR \$8,250 for each month that CONTRACTOR complies with timeline requirements and provides the Services outlined in Attachment A and the timeline in Exhibit 2 to Attachment A.
  
- COUNTY shall pay all invoices in accordance with Chapter 2251 of the Texas Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. Specific Requirements

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

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

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

### B. Commercial General Liability Insurance

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

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

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

### C. Business Automobile Liability Insurance†

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

**† Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

**D. Professional Liability/E & O Insurance**

1. Minimum Limit: \$ 1,000,000 per Occurrence

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**E. Blanket Crime Policy Insurance**

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the CONTRACT or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.



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

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Proponent: \_\_\_\_\_  
County of Proponent: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**June 25, 2014**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
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) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget .....	Leroy Nellis*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jennifer Kraber*	
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.....	Elaine Casas, J.D. *
Assistant Purchasing Agent .....	Marvin Brice, CPPB
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB
Purchasing Agent Assistant IV.....	CW Bruner, CTP
Purchasing Agent Assistant IV.....	Lee Perry
Purchasing Agent Assistant IV.....	Jason Walker
Purchasing Agent Assistant IV.....	Richard Villareal
Purchasing Agent Assistant IV.....	Patrick Strittmatter
Purchasing Agent Assistant IV.....	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV.....	Scott Wilson, CPPB
Purchasing Agent Assistant IV.....	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV.....	Loren Breland, CPPB
Purchasing Agent Assistant IV.....	John E. Pena, CTPM
Purchasing Agent Assistant IV.....	Angel Gomez
Purchasing Agent Assistant IV.....	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III.....	Shannon Pleasant, CTPM
Purchasing Agent Assistant III.....	David Walch
Purchasing Agent Assistant III.....	Michael Long, CPPB
Purchasing Agent Assistant III.....	Sydney Ceder
Purchasing Agent Assistant III.....	Ruena Victorino
Purchasing Agent Assistant III.....	Rachel Fishback
Purchasing Agent Assistant II.....	Vacant
Purchasing Agent Assistant II.....	L. Wade Laursen
Purchasing Agent Assistant II.....	Sam Francis
HUB Coordinator.....	Sylvia Lopez
HUB Specialist .....	Betty Chapa
HUB Specialist .....	Jerome Guerrero
Purchasing Business Analyst.....	Scott Worthington
Purchasing Business Analyst.....	Rosalinda Garcia
Constable Pct. #3.....	Sally Hernandez
Justice of the Peach Pct. #3.....	Susan Steeg
Chief Information Officer.....	Tanya Acevedo

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis ..	11/29/14
Executive Assistant.....	Barbara Smith.....	01/15/15
Attorney, Transactions Division .....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget .....	Leslie Browder ...	03/31/15

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

ATTACHMENT E

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

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

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

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

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

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

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

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

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

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

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

Name of Contractor
\_\_\_\_\_
\_\_\_\_\_

Vendor I.D. or Social Security No.
\_\_\_\_\_
\_\_\_\_\_

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

## ATTACHMENT F

### 1.0 SECURITY COMPLIANCE:

#### 1.1 Network, Computer, and Information Security Compliance:

The goods and/or services provided pursuant to the Contract must be and remain in compliance with applicable Texas law.

The goods and/or services provided pursuant to the Contract must be and remain in compliance with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Travis County Department of Information Technology Services (“ITS”) and/or a department, office or division of any elected or appointed Travis County official (collectively, the “Travis County Security Requirements” or the “Security Requirements”). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement.

1.2 **Initial Compliance:** CONTRACTOR’s goods and/or services shall comply with the Security Requirements including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard. The CONTRACTOR’s goods and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the “Security Safeguards”).

1.3 **Certification of Compliance:** CONTRACTOR must perform a self-conducted compliance review of CONTRACTOR’s goods and/or services and provide to the County, as part of the formal response, written certification in the form of a completed, signed, and dated Certification of Compliance including Attachment A Compliance Review Checklist, and Attachment B Notification of Non-Compliance attesting that CONTRACTOR’s goods and/or services are compliant with the Security Requirements. An authorized official of the CONTRACTOR’s company must sign and date the Certification of Compliance.

**1.4 Exceptions to Compliance Prior to Contract Award:**

If the CONTRACTOR's goods and/or services are not in full compliance, the CONTRACTOR must note the specific exceptions to compliance, the reasons for non-compliance, CONTRACTOR's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration when evaluating the CONTRACTOR's Certification of Compliance, Compliance Review Checklist, and Notification of Non-Compliance. This information should be included within the Certification of Compliance, Attachment B Notification of Non-Compliance.

**1.5 Ongoing Compliance Until Contract Award:**

CONTRACTOR's goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the time the CONTRACTOR's Certification of Compliance, Compliance Review Checklist, and Notification of Non-Compliance were submitted and the contract award.

**The County revises the Security Requirements and/or makes a change to the Security Safeguards from time to time. If either a change to the Security Requirements or the Security Safeguards happen after the CONTRACTOR has submitted a response, but before contract award, the CONTRACTOR will be given an opportunity to review those changes to determine if such changes causes the CONTRACTOR's goods and/or services to become non-compliant.**

If CONTRACTOR's goods and/or services become non-compliant after the Proposer has submitted a response due to the County revising the Security Requirements and/or changing the Security Safeguards, the County shall have the option of accepting the non-compliance or requiring CONTRACTOR to make any necessary modifications or alterations to bring CONTRACTOR's goods and services into compliance before completing the evaluation of the CONTRACTOR's response and award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, CONTRACTOR may 1.) withdraw Offer's response, or 2.) bring the goods and/or services into compliance at CONTRACTOR's cost, or 3.) County may exercise its options as described in Section 37.8 Remedy of Non-Compliance or Incompatibility:

If CONTRACTOR's goods and/or services become non-compliant after the CONTRACTOR has submitted the Certification of Compliance, Certification Review Checklist, and Notification of Non-Compliance, through no fault of the County, the County shall have the option of accepting the non-compliance or requiring CONTRACTOR to make any

necessary modifications or alterations to bring CONTRACTOR's goods and services into compliance before award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, CONTRACTOR may 1.) withdraw, or 2.) shall be responsible for bringing the goods and/or services into compliance and shall be responsible for all costs incurred by CONTRACTOR in order to become compliant.

**1.6 Ongoing Compliance Upon Execution of Contract:**

Contractor's goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Contract.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Information Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Contract may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

**1.7 Notification of Non-Compliance or Incompatibility:**

If Contractor determines, at any time during the Contract term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Contract term, that the Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, the County shall notify the Contractor by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

**1.8 Remedy of Non-Compliance or Incompatibility:**

In the event that either the County or the Contractor are notified of a non-compliance and/or incompatibility, the Contractor shall:

- 1.) Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;
- 2.) Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the County no later than 5 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that the County does not require to be brought into compliance or compatibility will be noted as an exception. The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

The Contractor shall be responsible for all costs associated with bringing Contractor-supplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards unless otherwise stated herein.

The County may, at its sole discretion, provide some, all or none of the costs, hardware, software, materials, expertise, and labor that may be required from time to time to bring the Contractor-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

**1.9 Connectivity and Access to County Network, Systems, Software, and/or Information:**

The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access



County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard.

**ATTACHMENT G****Non-Disclosure and Confidentiality Agreement for Documents Comprising ITS Security Requirements**

1. In the interest of obtaining all information relevant for purposes of providing the goods and/or services required to be provided pursuant to this Contract, the undersigned<sup>1</sup> hereby agrees, to the extent permitted by law, to treat confidential any and all information furnished to the undersigned, but in any event the information contained in the specific documents listed below (the "Confidential Information").
2. The undersigned agrees to treat the Confidential Information as confidential at all times relevant to this Contract and in perpetuity thereafter.
3. The undersigned acknowledges that Travis County has developed the Confidential Information and that Travis County considers such information confidential and proprietary. The undersigned shall not, without first obtaining COUNTY's prior written consent, disclose the Confidential Information to any person or entity other than to the employees, counsel and accountants of the undersigned or duplicate the Confidential Information in whole or in part.
4. The sole purposes for which the undersigned may disclose the Confidential Information to its officers, employees and agents shall be limited to: (i) the evaluation of a continuing and/or further business relationship with Travis County; and (ii) in the event the Contract is modified, amended, or extended, the fulfillment of its contractual obligations to Travis County.
5. The undersigned shall maintain the confidentiality of the Confidential Information, including instructing its officers, employees, and agents regarding the obligations of the undersigned under this Non-Disclosure and Confidentiality Agreement and to take all other reasonable precautions to prevent disclosure of the Confidential Information.
6. The undersigned acknowledges and understands that the documents listed below will change over time to accommodate the needs of Travis County. Travis County reserves the right to revise (by way of modification, deletion or supplementation) the documents and the Confidential Information contained therein and, following such revision, agrees to provide the updated version of any revised document to the undersigned as soon as practicable. The undersigned agrees that this Non-Disclosure and Confidentiality Agreement shall apply to current and future versions of the documents listed below.

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<sup>1</sup> As used in this Non-Disclosure and Confidentiality Agreement, the term "the undersigned" includes the officers, employees, and agents of the vendor receiving the documents listed herein.

7. By furnishing the Confidential Information to the undersigned pursuant to this Non-Disclosure and Confidentiality Agreement, Travis County does not waive or otherwise relinquish any right of non-disclosure or other privilege available to it under the Texas Public Information Act or other applicable statute, law or regulation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

**Documents Currently Comprising the Travis County  
Information Security Policies and Standards**

<b>Ref #</b>	<b>Document Title</b>
G00	Information Security Program Charter
P01	Information Identification & Classification Policy
P01.S01	Information Classification Standards
P01.S02	Information Labeling Standards
P02	Asset Protection Policy
P02.S01	Access Control Standards
P02.S02	Remote Access Standards
P02.S03	Encryption Standards
P02.S04	Physical Access Standards
P02.S05	Availability Protection Standards
P02.S06	Integrity Protection Standards
P02.S07	Anti-Malware Protection Standards
P02.S08	Information Handling Standards
P02.S09	Security Audit and Logging Standards
P02.S010	Intrusion Protection Standards
P02.TS01	Asset Protection Technical Standards for AS/400 (OS/400)
P02.TS02	Asset Protection Technical Standards for UNIX Servers
P02.TS03.04	Asset Protection Technical Standards for Novell eDirectory
P02.TS04.02	Asset Protection Technical Standards for Microsoft Windows Servers 2003/2008
P02.TS04_05	Asset Protection Technical Standards for Microsoft Active Directory
P02.TS04_10	Asset Protection Technical Standards for Embedded Microsoft Windows XP
P02.TS05.09	Asset Protection Technical Standards for Secure Internet Hosting
P03	Asset Management Policy
P03.S01	Lifecycle Management Standards
P03.S02	Configuration Management Standards
P03.S03	Change Control Standards
P03.S04	System Development Lifecycle Standards
P04	Acceptable Use Policy
P04.S01	Internet Acceptable Use Standards
P04.S02	Electronic Mail Acceptable Use Standards
P07	Information Security Awareness Policy
P07.S03	Third Party Information Security Awareness Standards



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 15, 2014

**Prepared By/Phone Number:** Jesse Herrera, 854-1184

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

**Commissioners Court Sponsor:** Judge Biscoe

### **Agenda Language:**

APPROVE ORDER EXEMPTING THE PURCHASE OF NOBLE ASSESSMENT PLATFORM FROM NOBLE SOFTWARE GROUP LLC FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (a) (7) (A) OF THE COUNTY PURCHASING ACT.

**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 Travis County Office of the Juvenile Probation Department recommends the purchase of Noble Assessment Platform for the Juvenile Probation Department and has requested this exemption because of copyright and patents. The assessment tool is being used for evaluating youth, making service recommendation, and managing associated case plans. Noble software has many proprietary innovations include the risk and needs assessment instrument, a mental health screener, and the Ohio Youth Assessment System. In addition, This company's product is compatible and is integration ready to the current juvenile probation case management systems (Caseworker and JCMS) and is currently being utilized in 35 other county probation departments in Texas and the state Texas Juvenile Justice Department (TJJD).

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](mailto:Agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: \$234,561.00

Contract Type: Exemption

Contract Period: Beginning July 22, 2014

➤ **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:**

Purchase Requisition: Shopping Cart 1000067742

Funding Account(s):

Comments:

**ORDER EXEMPTING  
PURCHASE OF THE NOBLE ASSESSMENT PLATFORM FROM NOBLE  
SOFTWARE GROUP LLC FROM REQUIREMENTS OF THE COUNTY  
PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Juvenile Probation Department and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of the Noble Assessment Platform for Travis County.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of the Noble Assessment Platform from Noble Software Group, LLC is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of items that can be obtained from only one source.

Signed and entered this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Samuel T. Biscoe, County Judge  
Travis County, Texas

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Ron Davis  
Commissioner, Precinct 1

---

Bruce Todd  
Commissioner, Precinct 2

---

Gerald Daugherty  
Commissioner, Precinct 3

---

Margaret Gomez  
Commissioner, Precinct 4



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

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

### MEMORANDUM

**TO:** Cyd Grimes, CPM  
Purchasing Agent

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

**DATE:** January 28, 2014

**RE:** Noble Software Group, LLC  
Sole Source Request

---

The Travis County Juvenile Probation Department is respectfully requesting for your review and approval, that Noble Software Group, LLC be used as the sole source to provide technology services for implementing a comprehensive evidence-based risk and needs assessment tool. The assessment tool is to be used for evaluating youth, making service recommendations, and managing associated case plans. Noble Software has many proprietary innovations that are not found in other single competitive product. Noble Software proprietary innovations include the risk and needs assessment instrument, a mental health screener, and the Ohio Youth Assessment System. It provides for "customizable" case plans for various stages within the continuum of care, and the flexibility to incorporate other tools and reports. This company's product is compatible and is integration ready to the current juvenile probation case management systems (Caseworker and JCMS) and is currently being utilized in 35 other county probation departments in Texas and the state Texas Juvenile Justice Department (TJJD).

It is our belief that because the Texas Juvenile Justice Department also uses this provider, that the same may be beneficial with ensuring that our department is utilizing tools that meet State reporting and case management requirements. More importantly with the recent legislation which allows Travis County to maintain youth locally in lieu of a state commitment, the acquisition of this application affords Travis County the opportunity to use the same tool and track the same type of data that is being collected at the State level resulting in comparable program evaluation for efficacy.

We are available to address any questions you may have regarding this request to sole source this project. Thank you in advance for your consideration and review.

Lisa Eichelberger [lisa.eichelberger@co.travis.tx.us](mailto:lisa.eichelberger@co.travis.tx.us)  
Business Analyst (TCJPD)



July 22, 2014

TO: Commissioners Court  
Travis County, Texas

SOLE SOURCE PURCHASE FROM NOBLE SOFTWARE GROUP, LLC FOR THE  
NOBLE ASSESSMENT PLATFORM

I certify that the purchase of the Noble Assessment Platform from Noble Software Group, LLC for Travis County Office of the Juvenile Probation Department constitutes a sole source exemption pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) for which competition is precluded, because of copyrights and patents proprietary to Noble Software Group, LLC.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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

APPROVED ( )      DISAPPROVED ( )

BY COMMISSIONERS COURT ON

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(COUNTY JUDGE)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** Kent Hubbard/854-6458

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

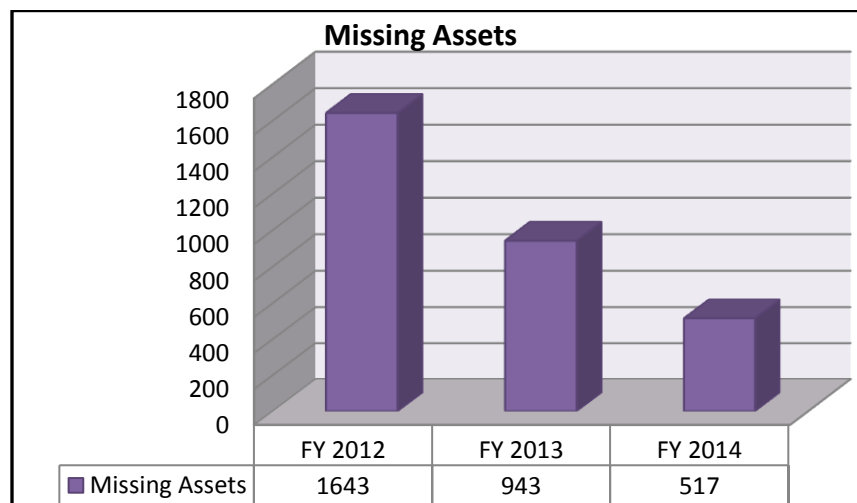
**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** DECLARE LISTING OF CERTAIN EQUIPMENT AS MISSING AND AUTHORIZE REMOVAL FROM THE FIXED ASSET INVENTORY, PURSUANT TO SECTION 3.10.4 OF THE TRAVIS COUNTY FIXED ASSET POLICY AND PROCEDURES MANUAL AND TRAVIS COUNTY CODE 33.037.

Section 3.10.4 of the Travis County Fixed Asset Policy and Procedure Manual requires that “missing” assets shall be retained on the inventory list for a minimum of three years, after which time, the Purchasing Agent makes a request of the Commissioners Court to remove the item(s) from the inventory.

This list is similar to the list that was brought to the Court on [July 23, 2013](#). Removal of these long-standing items is part of our continued clean-up efforts of ensuring that our inventory is up-to-date, complete and as accurate as possible.

The total number of missing assets in the inventory has declined sharply from the initial conversion to SAP to our current inventory numbers.



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

During our physical inventory process this year, fifty-six (56) assets that were previously labeled as missing were recovered in the field and were reassigned to the correct department and location.

Undoubtedly, there are additional unreported missing assets in the departments; however, we want to exhaust all of our efforts to locate these assets prior to designating them as missing and unrecoverable.

Of the items listed, there are nine (9) capital items. All of the capital items have been fully depreciated. The balance of the listed items are considered low value assets.

## Unknown List FY 2014

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Cap.date
1000248	87894	DUKANE 4A1480/INTERCOM CONTROL BOX		8/14/1996
1000436		SERVER DELL POWEREDGE 6300	NEED	12/11/1998
1001331	126944	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001332	126945	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001333	126946	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001333	126946	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001334	126947	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001334	126947	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001335	126948	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001335	126948	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001336	126949	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001336	126949	RPM SYSTEM STANDARD BLACK BOX		5/6/2005
1001358	126958	ELECTRONICS MODULE FOR RPM CREASTRAN	6001446	5/6/2005
1003707	52726	CHECK SIGNER BURROUGHS	R1802	3/7/1977
1003812	99061	TANDEN TRAILER 15'	S99061	9/6/1984
1003889	61188	PORTABLE SCANNER MODEL HX1200	19296	5/15/1986
1003921	58973	MASTER BILT WALK IN COOLER	171574	1/1/1987
1003926	95247	TRAILER 12'	SFE3495247	1/1/1987
1004086	100218	ICE MAKER MANITOWIC 1300	951420329	9/30/1988
1004115	80855	FOOD WARMER SERVOLIFT W/WHEELS MDL: 1900		4/30/1989
1004254	66485	TRAILER UTILITY 6'	NONE	9/30/1990
1004268	95647	SAW TABLE DELTA	N9021	9/30/1990
1004339	80859	ICE MACHINE MANITOWIC 1300	UNKNOWN	9/1/1991
1004413	89959	COMPRESSOR CAMPBELL HOUSEFIELD	600602AJ	10/1/1991
1004433	80144	TV/SONY 20 INCH COLOR	18123520	12/20/1991
1004528	75670	RADIO MOBILE A GE DELTA SX	B543599	6/22/1992
1004559	82713	AIR CONDITIONING UNIT WHIRLPOOL	NONE	1/5/1993
1004561	82737	BED HOSPITAL MANUAL		2/17/1993
1004681	94850	WEIGHT MACHINE SOLOFLEX		1/1/1994
1004778	58974	GE UPRIGHT FREEZER	4037675	8/5/1994
1004803	52700	TV RCA	222525059	9/17/1994
1004822	79367	EXTERNAL CD-ROM DRIVE	NONE	10/24/1994
1004886	91180	VCR SAMSUNG	6RACB10033	3/30/1995
1004893	84883	MULTIPLEXOR/EMULATOR IDE EXCEL	3000874	4/25/1995
1004936	8404	LASER UNITS-LASER LTI MARKSMAN	8404	7/10/1995
1004942	85623	HP DESKJET PRINTER 540	US53M1H0N6	7/31/1995
1005031	79397	VCR SONY	11784	2/21/1996
1005064	80206	COMPUTER PENTIUM 100	166611463	6/13/1996
1005151	87975	GATEWAY SOLO 2100 NOTEBOOK (S5-120)	BC096352076	10/11/1996
1005238	88799	#2100 S-SCORT PORTABLE SUCTION UNITS	2416	1/21/1997
1005239	88800	#2100 S-SCORT PORTABLE SUCTION UNITS	2410	1/21/1997
1005386		COPIER MONROE MODEL RL-922ZMR	UNKNOWN	7/15/1997
1005452	94223	COMPAQ PC COMPANION C140 W/4MBRAM	P717BLN21701	10/9/1997
1005478	90551	"VCR/TV COMBINATION ZENITH 25"	79000553	11/24/1997
1005533	93162	PC IBM PC3000GL P200	23HZDW7	1/16/1998
1005633	94643	22-FORERUNNER ECG /DISPLAY (DEFBRILLATOR)	6366	5/19/1998
1005635	94650	22-FORERUNNER ECG /DISPLAY (DEFBRILLATOR)	6354	5/19/1998
1005636	94651	22-FORERUNNER ECG /DISPLAY (DEFBRILLATOR)	6365	5/19/1998
1005645	95942	BACKPACK PARALLEL PORT PD/CD DRIVE	17310282	6/9/1998
1005664	95213	GATEWAY SOLO 9100 MULTIMEDIA NOTEBOOK 9100 LS	10105708	6/24/1998
1005699	95308	PRINTER HP 692C	SG83Q1F204	8/21/1998
1005702	94203	TV/VCR SHARP	314137	8/24/1998
1005756	95597	MICROWAVE PANASONIC	AD730805005	10/12/1998
1005773	96080	REAR TINE TILLER CRAFTSMAN #29330	021398T003606	12/3/1998
1006177	99236	"27"" TELEVISION-ZENITH #Z27A11G	92235370516	12/7/1999
1006215	99040	NOTEBOOK DELL LATITUDE CPXH500GT PENTIUM III 14	CZA0E	2/17/2000
1006232	99504	NOTEBOOK PC NOVELL/NT CERTIFIED DELL CPIR 400	FADMP	3/13/2000
1006234	99480	TRIMMER ECHO	100931	3/16/2000
1006237	99779	PRINTER LASERJET HP 2100TN	USGW051486	3/22/2000
1006238	99781	PRINTER LASERJET HP 2100TN	USGW051474	3/22/2000
1006249	99792	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	GX99Y	4/5/2000
1006330	101068	PRINTER DESKJET 970 CX1	MY9CH120X8	7/25/2000
1006348	100517	OXIMETER PULSE ITEM 39 MED. SYS. INT'L #SPO25001	701020426	8/10/2000

## Unknown List FY 2014

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Cap.date
1006349	100516	OXIMETER PULSE ITEM 39 MED. SYS. INT'L #SPO25001	701020417	8/10/2000
1006359	104134	REFRIGERATOR DOMESTIC ITEM 43 SEARS #59021	LZ228434	8/10/2000
1006365	101136	OLYMPUS D-460 ZOOM DIGITAL CAMERA ON SALE AT	106615869	8/17/2000
1006368	104079	FLASH SYSTEM STERILIZER SELF CLEANING ITEM 64	7282	8/18/2000
1006464	101775	GRILL 18X30 SMXR 18X20		9/29/2000
1006515	100022	SS TRIMMER 27.2CC SHINDAIWA	78283	10/26/2000
1006802	103081	PANASONIC FACSIMILE - PLAIN PAPER LASER FAX	1001000045	3/7/2001
1006842	103863	DATAMAX BARCODE MAKER	92103220	4/18/2001
1006904	102801	DELL PENTIUM III 933/133 GX115 MINI TOWER	G242J01	6/5/2001
1007026	105057	COMPACT WRIST BLOOD PRESSURE MONITOR	1402093L	9/11/2001
1007027	105058	COMPACT WRIST BLOOD PRESSURE MONITOR	1402099L	9/11/2001
1007135	104165	PALM PILOT M505 ORGANIZER	10R11661AYFA	10/17/2001
1007170	104528	HEWLETT-PACKARD JORNADA 525 HANDHELD	SG11640699	11/2/2001
1007171	104529	HEWLETT-PACKARD JORNADA 525 HANDHELD	SG11640821	11/2/2001
1007205	104939	CD WRITER 4X4X24 CD-RD-USB/PARALLEL	21296879	11/27/2001
1007283	103444	VISOR DELUXE 1001E	ADAE04420201	1/22/2002
1007394	106183	SONY MCVFD75 MANICA DIGITAL CAMERA	1449331	3/28/2002
1007411	106179	MOUNTED RADAR GUNS BEE	BEE24200K186	4/17/2002
1007446	106548	HP 960 PRINTER	MY23B191R1	5/14/2002
1007474	105984	STRETCHER COT	1139525	6/5/2002
1007703	105920	CPU DELL	B219K01	9/5/2002
1007704	105921	CPU DELL	6219K01	9/5/2002
1007708	108924	CPU DELL	F256511	9/5/2002
1007816	105162	HP FAX 1020 PLAIN PAPER BLACK FAX MACHINE	CNE23A05NJ	9/29/2002
1008105	110137	RADIO PORTABLE XTS2500II MOTOROLA	205CDA0830	12/11/2002
1008111	110129	RADIO PORTABLE XTS2500II MOTOROLA	205CDA0836	12/11/2002
1008633	110603	RADIO PORTABLE XTS2500II MOTOROLA	205CDA1510	12/12/2002
1008862	106828	OMRON WRIST BLOOD PRESSURE/#635-0739	2X13326L	1/14/2003
1008863	106827	OMRON WRIST BLOOD PRESSURE/#635-0739	2X13323L	1/14/2003
1008864	106829	OMRON WRIST BLOOD PRESSURE/#635-0739	2X13322L	1/14/2003
1008865	106845	OMRON WRIST BLOOD PRESSURE/#635-0739	2X13321L	1/14/2003
1008880	132013	COMPUTER GX260 DEKSTOP	F1LM921	1/17/2003
1008894	109405	PRINTER HP DESKJET 5550 COLOR INKJET PRINTER	MY28Q1R344	1/23/2003
1009011	132188	COMPUTER GX260 DEKSTOP	3L2ZJ21	3/6/2003
1009013	132192	COMPUTER GX260 DEKSTOP	2L2ZJ21	3/6/2003
1009126	105953	MOBILE DISPATCH TERMINAL	80330669736SAU1732	6/13/2003
1009127	105954	MOBILE DISPATCH TERMINAL	8033066E736SAU1737	6/13/2003
1009128	105955	STRYKER STRETCHER	20839012	6/13/2003
1009170	120860	M-SERIES CD ROM EXTERNAL		7/25/2003
1009173	120861	M-SERIES CDROM EXTERNAL		7/28/2003
1009213	120219	NOTEBOOK PANASONIC TOUGHBOOK CF28STJGZDM	3FKYA31194	8/5/2003
1009214	120263	VEHICULAR RADIO MODEM 850F4454 W/KEY LOCK 2YR WARR	508SDQ0035	8/5/2003
1009237	111262	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL1032	8/6/2003
1009240	111265	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL1053	8/6/2003
1009255	111237	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL1020	8/6/2003
1009260	111242	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL1031	8/6/2003
1009261	111243	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL1021	8/6/2003
1009300	111229	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL0999	8/6/2003
1009304	111233	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	526CDL0992	8/6/2003
1009312	111179	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35 W MOTOROL	526CDL1070	8/6/2003
1009326	110837	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	526CDL0535	8/6/2003
1009327	110838	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	526CDL0536	8/6/2003
1009328	110839	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	526CDL0532	8/6/2003
1009329	110840	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	526CDL0538	8/6/2003
1009331	110842	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	526CDL0531	8/6/2003
1009333	110844	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	526CDL0537	8/6/2003
1009356	111202	RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA	526CEE0006	8/6/2003
1009357	111203	RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA	526CEE0012	8/6/2003
1009360	111206	RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA	526CEE0003	8/6/2003
1009367	111213	RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA	526CEE0021	8/6/2003
1009417	120911	BACKPACK CD-REWRITER 52X24X52 CD-RW USB/PARALLEL	25701837	8/30/2003
1009477	120863	POLYCOM SOUNDSTATION CONFERENCE PHONE	120323021507	9/8/2003
1009489	120855	SONY MAVICA DIGITAL CAMERA 2.0 MP	472422	9/15/2003

## Unknown List FY 2014

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Cap.date
1009502	110846	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0742	9/17/2003
1009588	110933	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0873	9/17/2003
1009631	110976	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0957	9/17/2003
1009648	110993	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0950	9/17/2003
1009654	110999	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0947	9/17/2003
1009657	111002	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0784	9/17/2003
1009658	111003	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0777	9/17/2003
1009666	111011	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0781	9/17/2003
1009667	111012	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0785	9/17/2003
1009681	111026	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0819	9/17/2003
1009708	111053	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0832	9/17/2003
1009725	111070	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0897	9/17/2003
1009732	111077	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	526CDL0920	9/17/2003
1009797	121295	WILLIAM SOUND PPT16 TRANSMITTER	D06605	9/24/2003
1009983	106007	MOBILE-VISION IN-CAR MONITOR	0104004M	10/28/2003
1009984	106010	MOBILE-VISION IN-CAR CAMERA	0104003C	10/28/2003
1010079	121237	POLAROID SPECTRA 1200I INSTANT CAMERA		11/24/2003
1010130	121290	WEEDEATER ECHO	5250685	12/3/2003
1010361	120414	GARRETT SUPER WAND	33111520	3/10/2004
1011069	133035	COMPUTER GX270T DESKTOP DELL	FMFBW41	5/16/2004
1012041	122071	PRINTER DELL WORKGROUP W5300N QUOTE #141873717	6H7LG31	9/22/2004
1012054	123285	IOGEAR 4 PORT MINIVIEW	08430019A00431Z	9/24/2004
1012070	123099	"JOHN DEER 21"" MOWER	1216020570E1031204FA	9/28/2004
1012510	124658	VERIFONE PRINTER 900 (IMPACT DOT MATRIX)	208362954	2/8/2005
1012529	125095	NETGEAR DS108 10/100 8-PORT HUB	DS18145DB707501	2/14/2005
1012545	125848	UNINTERRUPTABLE POWER SUPPLY	JS0453002393	2/17/2005
1012586	123836	CANON S60 DIGITAL CAMERA (5 MEGAPIXEL)	8923100051	2/25/2005
1012892	133490	COMPUTER GX280 DESKTOP	CYCB971	4/25/2005
1014095	127746	WELCH ALLYN EAR WASH SYSTEM #29350		11/21/2005
1014363	152405	CAMERAS CANON A410 DIGITAL CAMERA	1226229948	2/13/2006
1014385	152429	CAMERAS CANON A410 DIGITAL CAMERA	1226229902	2/13/2006
1014386	152430	CAMERAS CANON A410 DIGITAL CAMERA	1226229913	2/13/2006
1014411	152456	CAMERAS CANON A410 DIGITAL CAMERA	1226220910	2/13/2006
1014416	152464	CAMERAS CANON A410 DIGITAL CAMERA	1226220708	2/13/2006
1014423	152474	CAMERAS CANON A410 DIGITAL CAMERA	1226221078	2/13/2006
1014426	152477	CAMERAS CANON A410 DIGITAL CAMERA	1226221081	2/13/2006
1014437	152489	CAMERAS CANON A410 DIGITAL CAMERA	1226220423	2/13/2006
1014439	152491	CAMERAS CANON A410 DIGITAL CAMERA	1226220154	2/13/2006
1014606	130247	PALM TUNGSTEN E2 HANDHELD	PN20U1B6V25U	4/4/2006
1014916	127955	RADIO 2WAY PORT XTS2500 800MHZ DIG AS DESCRIBED	205CGK2753	6/6/2006
1014917	127956	RADIO 2WAY PORT XTS2500 800MHZ DIG AS DESCRIBED	205CGK2756	6/6/2006
1014940	127964	RADIO 2WAY MOBILE XTL5000 800MHZ DIG MOTOROLA	500CGK2049	6/8/2006
1014974	127876	MPH PYTHON 111 K BAND DUAL ANTENNA RADAR	PYT380001054	6/20/2006
1015323	152308	CAMERA CANON A430 DIGITAL	2626013313	7/28/2006
1015338	152325	CAMERA CANON A430 DIGITAL	2626013285	7/28/2006
1015349	106068	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	2089	7/28/2006
1015351	106089	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	2790	7/28/2006
1015356	106083	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	2765	7/28/2006
1015359	106087	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	2757	7/28/2006
1015695	125904	PRINTER DELL 5110CN COLO5YR WNTY QUOTE 310300640	CN0XC5287197166HB037	9/28/2006
1015745	147942	OPTIPLEX GX620 SMALL FORM DELL	98BPWB1	10/2/2006
1016374	130902	RADAR 9 STALKER DSR 2X DUAL ANTENNA RADAR	DP005435	2/1/2007
1016391	157581	CAMERA CANON POWERSHOT A460 DIGITAL	4126011196	2/6/2007
1016411	157603	CAMERA CANON POWERSHOT A460 DIGITAL	4126008077	2/6/2007
1016416	157609	CAMERA CANON POWERSHOT A460 DIGITAL	4126008078	2/6/2007
1016804	127882	PRINTER HP LASERJET 1020 PRINTER	CNBKS38718	3/12/2007
1016994	128626	PHILLIPS THEATRE SYSTEM	KN020646169142	3/29/2007
1017303	157557	CAMERA/DECK SCAN 20/20 /DECK-ENGINE MARINE	4230705	4/30/2007
1017304	157558	CAMERA/DECK SCAN 20/20 /DECK-ENGINE MARINE	4230704	4/30/2007
1017331	130872	PRINTER EPSON PM-200 PICTUREMATE PAL INKJET	JDDE001761	5/3/2007
1017534	157544	CAMERA/DIGITAL/CANON/POWERSHOT/A-550	4422116312	5/14/2007
1017719	157979	CAMERA FUJIFILM FINEPIX F470 - DIGITAL	6TA99736	6/12/2007
1018156	130547	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0455	7/19/2007

## Unknown List FY 2014

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Cap.date
1018157	130550	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0183	7/19/2007
1018158	130551	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0338	7/19/2007
1018159	130553	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0375	7/19/2007
1018160	130563	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0407	7/19/2007
1018161	130568	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0436	7/19/2007
1018162	130570	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0803	7/19/2007
1018163	130572	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0812	7/19/2007
1018164	130574	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0897	7/19/2007
1018165	130578	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0878	7/19/2007
1018166	130581	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0724CM0289	7/19/2007
1018167	130582	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0181	7/19/2007
1018168	130584	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0330	7/19/2007
1018169	130587	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0726CM0392	7/19/2007
1018170	130594	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0724CM0292	7/19/2007
1018171	130595	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0326	7/19/2007
1018172	130598	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0327	7/19/2007
1018173	130600	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0325	7/19/2007
1018174	130601	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0724CM0299	7/19/2007
1018175	130602	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0725CM0054	7/19/2007
1018176	130605	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0725CM0069	7/19/2007
1018177	130607	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0734CM0434	7/19/2007
1018178	130608	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0723CM0268	7/19/2007
1018179	130609	MOBILE INTERGRAIN DIGITAL PATROLLER CAMERA DP2	DSM0724CM0296	7/19/2007
1018603	157744	SONY CYBER-SHOT DSC - S700 7.2 MP DIGITAL CAMERA	518880	8/29/2007
1018628	138463	"22"" AUDIOVOX MONITORS/TV/DVD HD	YM090G0021474	8/31/2007
1018629	138466	"22"" AUDIOVOX MONITORS/TV/DVD HD	YM160GD020520	8/31/2007
1018745	157502	PRINTER/CANON/IP90	HFKA39651	9/18/2007
1019091	148809	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 383435507	32VVRD1	10/4/2007
1019324	137995	ICE MACHINE MANITOWOC #399-SD0852A (870 LBS MAX		10/22/2007
1020415	157873	RADIO ASTRO DIG XTS2500 AS PER QUOTE BRS120707Q1	205CHZ2792	12/27/2007
1020416	157874	RADIO ASTRO DIG XTS2500 AS PER QUOTE BRS120707Q1	205CHZ2785	12/27/2007
1020418	157876	RADIO ASTRO DIG XTS2500 AS PER QUOTE BRS120707Q1	205CHZ2787	12/27/2007
1020918	138171	HP PROLIANT SERVER	USE752M0LP	2/11/2008
1021143	131643	BLOWER HUSQUERVANA	20073300890	3/13/2008
1021169	157946	CAMERAS CANON A580 DIGITAL CAMERA	6222028182	3/18/2008
1021172	157949	CAMERAS CANON A580 DIGITAL CAMERA	6222027669	3/18/2008
1021209	157822	TESTING DEVICE/HANDHELD BREATH/ALCO-SENSOR FST	29640	3/21/2008
1021420	157987	DIGITAL CAMERA KODAK	KCGHA74931954	4/2/2008
1022187	137908	LEAK DETECTOR D-TEK	8071686	5/15/2008
1022512	137971	GARRETT SUPER WAND #GAR-1165800	38088085	6/26/2008
1022806	157923	RADIO ASTRO DIG XTS 2500 MOTOROLA	205CJR6161	9/11/2008
1023205	138436	APION OIL-LESS REFRIGERANT RECOVERY UNIT	G08G52686	10/9/2008
1023206	138437	APION OIL-LESS REFRIGERANT RECOVERY UNIT	G07G36252	10/9/2008
1023631	141268	"22"" HD TV INSIGNIA	18088JA064828	12/16/2008
1023838	123338	PRINTER EPSON	A95G003910	1/5/2009
1025872	130758	FUJITSU S1500 SCANNER	302883	8/26/2009
1026209	139958	BROTHER MFC-9440CN NETWORK READY COLOR LASER	F9J422345	9/29/2009
1026694	158594	SONY CYBER SHOT CAMERA	6806168	11/19/2009
1028562	139536	CPU DELL	FC9S211	5/17/2010



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22<sup>nd</sup> 2014

**Prepared By/Phone Number:** Madison A. Gessner (4-9333)

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

**AGENDA LANGUAGE:** Consider and take appropriate action to appoint Carla Jenkins to the Sustainable Food Policy Board to fill the unexpired terms of Michelle Murphy-Smith, effective immediately through February 28, 2015.

**BACKGROUND/SUMMARY OF REQUEST:** Ms. Jenkins will be replacing and filling the unexpired term of Michelle Murphy-Smith as Commissioner Daugherty's appointee to the Sustainable Food Policy Board. See attached short bio.

**STAFF RECOMMENDATIONS:** Approval

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**ATTACHMENTS/EXHIBITS:** Attached short biography

**REQUIRED AUTHORIZATIONS:** N/A



Carla Jenkins

When my children were young I lived on the family ranch (5th generation) in Brady where we raised cattle, sheep and goats. I moved to Houston in 1978 and spent 30 years selling advertising and managing sales departments for newspaper, radio and TV stations both here and in Houston, San Antonio and Laredo. After that, I spent 3 years traveling the US, Canada and Central America in our RV chasing birds and wildlife, exploring with my husband, Walter. I served as a City Council person for the City of Sunset Valley from 2007-2008. In 2009, I decided to open a farmers market in Cedar Park, with the help of the City of Cedar Park. It is now one of the largest and most successful farmers' markets in our state with an average of 85 vendors on a weekly basis generating more than \$90,000 in revenue each Saturday for the local food community of vendors. I was invited by the developer of the Mueller development to start a farmers market for their community which opened in September of 2012. The Mueller Farmers' Market which operates on Sundays averages 50 vendors each week and generates more than \$32,500 weekly. I actively lobby the legislature for the Farm and Ranch Freedom Alliance when in session. With the help of the Sustainable Food Policy board, I served as a stakeholder on the task force that recently created the City of Austin and Travis County's farmers' market health permit.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** Edith Moreida

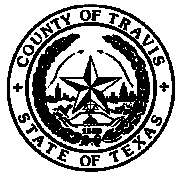
**Elected/Appointed Official/Dept. Head:** Commissioner Margaret J. Gómez

**Commissioners Court Sponsor:** Commissioner Margaret J. Gómez

### **AGENDA LANGUAGE:**

Appoint Felipe Camacho to the Sustainable Food Policy Board to fill the unexpired term of Paula McDermott which expires February 2015.

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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22<sup>nd</sup>, 2014

**Prepared By/Phone Number:** Monica Rupp 512-854-3286

**Elected/Appointed Official/Dept. Head:** Bruce Elfant, Tax Assessor-Collector

**Commissioners Court Sponsor:** County Judge Sam Biscoe

### **AGENDA LANGUAGE:**

- CONSIDER AND TAKE APPROPRIATE ACTION ON 2014 PARCEL FEE RATE (TAX ASSESSOR-COLLECTOR)

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

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

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



**BRUCE ELFANT  
TAX ASSESSOR - COLLECTOR  
VOTER REGISTRAR**

July 10<sup>th</sup>, 2014

MEMORANDUM FOR THE COUNTY JUDGE SAM BISCOE

PRECINCT 1, COMMISSIONER RON DAVIS

PRECINCT 2, COMMISSIONER BRUCE TODD

PRECINCT 3, COMMISSIONER GERALD DAUGHERTY

PRECINCT 4, COMMISSIONER MARGARET GÓMEZ

FROM: Bruce Elfant, Tax Assessor-Collector

SUBJECT: Parcel Rate Recommendation

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Throughout the past year our office has been asked several times by different members of the court to assure that Travis County is recapturing appropriate cost from other taxing entities for which taxes are collected by the Travis County Tax Office. The Tax Office has discussed with several metropolitan counties the computation used; and, their process. The process varies by county, but one common factor is other county departments are more involved in the actual calculation. Our office has gathered and included additional costs, for the 2014 tax year, that have not been considered in previous parcel rate fee calculations. We believe there is a need to study additional options; and, will recommend to the court that a committee be formed that should include the County Auditor, Planning and Budget, County Attorney, Tax Office and entity representatives to further study and create a new parcel fee rate model for tax year 2015.

The following are some of the additional items that were not considered in previous tax years, but are being considered for tax year 2014:

1. A percentage of other tax office division salaries that play a role in the collection of property taxes.
2. Tax Statement Processing and Mailing Cost
3. Utility, Maintenance, Custodian, Grounds and Security Cost of not only the main Airport Blvd location, but also Tax Office Satellite Offices
4. Software Enhancements
5. Other Service Cost

In addition, over the years the factor named 'Delinquent' had actually changed from an actual delinquency factor to an overall Property Tax Collections factor, but was not renamed. The factor name has now been changed to the 'Collection' factor.

Attached is the spreadsheet used to calculate the 2014 tax year parcel fee rate. The sections of the Texas Property Tax Code pertaining to the Parcel Fee Rate are Sec. 6.23, 6.24 and 6.27. Please do not hesitate to contact Monica Rupp or Renea Deckard for further explanations. Our plan is to take this to the July 22<sup>nd</sup> Commissioners Court hearing to have the 2014 parcel fee rate approved at \$1.27 per parcel and to ask the court to create a committee to thoroughly study this issue and come up with a new parcel fee module for 2015 tax year.

## 2014 Parcel Fee Rate

In accordance with Texas Property Tax Code, Sec.6.23, 6.24, and 6.27, we have attempted to fairly allocate expenses incurred while assessing and collecting for all taxing jurisdictions involved in Travis County's consolidated collection program for the 2014 tax year. The cost model used in this year's tax collection expenses include:

- ACCOUNTING - Reconciliation of collections; report and fund disbursements.
- COLLECTIONS - Administrative costs for assessing and collecting property tax.
- EFFECTIVE TAX RATE AD - Newspaper publication notices required by Texas Property Tax Code Sec.26.04 (e).
- EFFECTIVE TAX RATE CALCULATIONS - Compilation and calculation of information required by Texas Property Tax Code Sec.26.04.
- INFORMATION SYSTEMS LABOR SUPPORT - ITS labor support costs.
- COMPUTER/RPD SYSTEM ANNUAL UPKEEP - Annual maintenance supplies, printing and licensing costs.
- COMPUTER SYSTEM COST - AS/400 system annualized costs based on a five year payout.
- MAILING COSTS & POSTAGE – Cost of processing tax statements.
- MAINTINENCE & OPERATION – Based on percentage usage of space and upkeep of facilities.
- SPECIAL CONSIDERATIONS / PURCHASES - Expenses incurred in addition to the above.

The fair sharing of costs allocated to the jurisdictions is solely based on the relative number of parcels. The allocated expenses and per parcel fee calculation are shown on the attached.

The Travis County Tax Office recommends the Court adopt the calculated 2014 parcel fee rate of \$1.27. The current parcel fee rate is \$1.19.

Attachment: Tax Year 2014 Parcel Rate Calculations and Parcel Rate Fact Sheet

If my staff or I can be of further assistance, please do not hesitate to call me at 4-9632.

BE/mr

cc: Jessica Rio, Budget Director, Planning and Budget  
Nicki Riley, County Auditor

# TAX YEAR 2014 PARCEL RATE CALCULATIONS

Prepared by the Travis County Tax Office

<b>PROPERTY TAX COLLECTION EXPENSES</b> (Jurisdiction Allocation)	
Accounting	\$247,007
Collection Salaries	\$1,013,806
Collection Operational Cost	\$175,337
Legal Advice County Attorney Division	\$112,033
Effective Tax Rate Ads	\$15,557
Effective Tax Rate Calculation	\$42,317
Information Systems Labor Support	\$56,237
Annual Maintenance, Supplies, Processing, License Support	\$91,204
AS/400 Annualized Costs (5yr)	\$15,297
RPD Annualized Costs (3yr)	\$27,103
Mailing costs (Vendor)	\$55,713
M&O Airport Blvd (22%)	\$73,484
M&O Satellite offices (4.17%)	\$21,327
Postage	\$85,050
eCheck services	\$38,974
Software upgrades	\$13,056

**TOTAL ALLOCATED COLLECTION COSTS** \$ 2,083,502

## PER PARCEL RATE CALCULATION

(Jurisdictions other than Travis County)

Costs ÷ parcel count 1,638,468 = \$ 1.27

## PARCEL RATE REVENUES

(Revenue may differ from costs due to rounding)

Parcel Rate x Parcel Count = \$ 2,080,854



**BRUCE ELFANT  
TAX ASSESSOR - COLLECTOR  
VOTER REGISTRAR**

July 15<sup>th</sup>, 2014

**PARCEL RATE FACT SHEET**

**Summary**

- The calculated 2014 parcel fee rate is \$1.27.
- Calculated rate is 8 cents higher than the current (2013) parcel fee rate.
- The 2014 projected revenue is \$2,080,854.
- Projected revenue is \$216,815 more than the 2013 projected revenue.
- There are 6 jurisdictions new to the Travis County Tax Office.
- The 2014 parcel count for jurisdictions in Travis County excluding the County is 1,638,468.
- Parcel count is 72,049 more than 2013 parcel count used in calculations.



# Travis County Commissioners Court Agenda Request for Executive Session Item

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:** William Paterson, Risk & Safety Manager  
John Brady, Senior Risk/Safety Specialist

**Elected/Appointed Official/Dept. Head:** Debbie Maynor, HRMD Director *DM*

**Commissioners Court Sponsor:** Judge Samuel Biscoe *SB*

## **AGENDA LANGUAGE:**

Discuss and take appropriate action on the proposed revisions to Travis County Code Chapter 15, Drug & Alcohol Policy (may be taken in Executive Session under consultation with Attorney exception).

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

Background documents include the current policy, the proposed policy with verbiage that is new or revised since the Court's approval on July 27, 2010 highlighted in yellow. Also attached is the proposed policy without the changes highlighted.

## **STAFF RECOMMENDATIONS:**

Staff recommends the adoption of the attached Travis County Code Chapter 15 Drug & Alcohol Policy containing revised verbiage and the addition of "Subchapter B" addressing STARflight operational requirements.

## **ISSUES AND OPPORTUNITIES:**

The updated policy is intended to clarify certain provisions of the current policy while developing a new subchapter that specifically addresses the requirements of the Federal Aviation Administration in regards to the STARflight program.

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

There is no anticipated financial impact.

## **REQUIRED AUTHORIZATIONS:**

Debbie Maynor, HRMD Director	512-854-9170
William Paterson, Risk & Safety Manager	512-854-9650
Leroy Nellis, County Executive Planning & Budget	512-854-9066
Danny Hobby, County Executive Emergency Services	512-854-4416

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





# Travis County Commissioners Court Agenda Request

**Meeting Date:** July 22, 2014

**Prepared By/Phone Number:**

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

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

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

A handwritten signature in black ink, appearing to be "R. Jefferies".

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

**AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON CONFERENCE OF URBAN COUNTIES TECHSHARE COURTS PROJECT

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

The attached memo provides an update on the proposed TechShare Courts Project which is a joint project with the Conference of Urban Counties, Dallas County, and Tarrant County. The TechShare Courts Project was approved to replace Travis County's current FACTS court case management system.

**ISSUES AND OPPORTUNITIES:**

Please see attached memo and attachments.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

- District Court Judges
- County Court at Law Judges
- Probate Court Judge
- District Clerk
- County Clerk

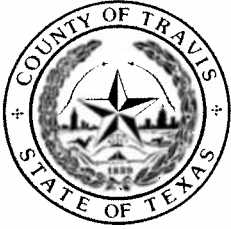
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us), by **Tuesdays at 5:00 p.m.** for the next week's meeting.

PBO  
Auditor's Office  
Purchasing Office  
ITS  
County Attorney  
District Attorney  
Probation/Pretrial Services  
IJS Steering Committee

**ATTACHEMENTS:**


Memo from County Executive Justice and Public Safety

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](mailto:agenda@co.travis.tx.us), **by Tuesdays at 5:00 p.m.** for the next week's meeting.



## MEMORANDUM

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

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

**Date:** July 22, 2014

**Subject:** **UPDATE ON TECHSHARE COURTS PROJECT – CUC REQUESTING APPROVAL OF THREE COUNTY STAKEHOLDER RESOLUTION**

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### **Summary**

On December 18, 2012, the Commissioners Court voted in favor of an addendum to the TechShare master interlocal with the Conference of Urban Counties (CUC), which authorized Travis County to join the CUC, Tarrant County, and Dallas County in an effort to develop a new criminal court case management system to replace our current legacy system known as FACTS.

Prior to this approval, the CUC had led a competitive bid process, with input from the participating counties, to select a vendor who would provide a baseline set of software on which the counties could develop a customized criminal court case management system. Out of six vendors who responded to the RFP, AMCAD was selected through the CUC's procurement process as the vendor for the project.

Over the last year and a half, county staff from the three counties, CUC staff, and staff from AMCAD have been working to gather business requirements, conduct workshops to develop extensive design documents for the software. The team had just begun to test some of the software features that have been completed by AMCAD.

On June 23, 2014, AMCAD announced that they were pulling out of the justice system software business altogether effective immediately. The Commissioners Court was briefed on the circumstances surround AMCAD's decision on July 1, 2014. At that time, the Commissioners Court was also briefed at a high level on possible options for Travis County going forward.

## **CUC Actions**

A three county summit was held by the CUC for the counties participating in the TechShare Courts Project on July 8, 2014. In that meeting, the CUC presented their plan to go forward without AMCAD.

The plan, in summary, was that the CUC would take on the software development responsibilities previously held by AMCAD, which would require additional staff for the CUC. They have begun to contract for additional staff, including staff who previously worked for AMCAD. The CUC has since come into possession of the latest version of the AMCAD software code, version 4.1, as well as all of the work products completed by AMCAD for the project before they exited. The CUC's aim is to establish a development environment within the CUC TechShare organization to complete the software project.

The CUC is also in negotiations with Headspring Systems to conduct an analysis and evaluation of the AMCAD source code to validate its quality, and to validate the levels of effort currently estimated to complete the project. The CUC is also proposing a new interlocal amendment to replace the current one we are now under that would represent these new developments, provide a revised timeline, and a provide a revised schedule of payments.

The CUC has asked the three-county stakeholder committee, which includes the county administrators from Dallas and Tarrant Counties, and me, who represents Travis County, to vote on a resolution approving the steps they have taken in the wake of AMCAD's exit. The resolution is as follows:

*Resolved by the TechShare.Court Development Project Stakeholder Committee that the proposed plan for continuing development of the TechShare.Court software is approved on an interim basis, pending the completion of independent analyses by each of the participating counties that will culminate in an update to the Project Addendum to be ratified by the TechShare Oversight Committee, Commissioners Courts and Urban Counties Board of Directors.*

*The proposed plan includes, but is not limited to, the following action items to be completed by the Urban Counties Project Team in collaboration with the participating counties, where appropriate:*

- 1. Secure both the human and intellectual property resources necessary to move forward with software development.*
- 2. Contract with Headspring Systems for an independent review of the AMCAD source code at a cost not to exceed \$30,780.*
- 3. Establish a development environment within the Urban Counties domain.*
- 4. Complete the software design in accordance with the approved Software Requirements Specifications.*

5. *Prepare an updated Project Addendum, including a revised schedule and confirmation of the approved budget, for consideration by the Stakeholder Committee.*

It should be noted that the \$30,780 for the analysis of the source code by Headspring Systems would be paid by the CUC from funds already designated for the TechShare Courts Project. No additional monies are being requested by the CUC from the counties for the analysis. Monies paid to the CUC to date have been based on each partner's population. Travis County represents approximately 19.6% of those monies paid.

### **Next Steps - Update**

In our last update to the Commissioners Court following AMCAD's exit, we listed next steps and possible options to the current project. Below is an update on those items:

### **Establish a high level timeline for decisions around options for stakeholders and status reports to Commissioners Court.**

Travis County's ITS department is working on a high level timeline around options for stakeholders and the Commissioners Court

### **Consult with County Attorney regarding:**

1. Current situation pertaining to AMCAD and CUC, and options available under the current interlocal with the CUC.
2. Options pertaining to Fiscal Year 2014 and 2015 payment schedule in Amendment No.1 of TechShare.Courts development, a payment was due on June 30, 2014.

The County Attorney's Office briefed the Commissioners Court in executive session on legal matters related to the interlocal on July 1, 2014. The CUC has not invoiced the county for the June 30<sup>th</sup> payment and is proposing the payment be included in the new interlocal proposed in item 5 in the above resolution.

### **Consult with stakeholders and County Attorney to develop options and recommendations for Commissioner Court for going forward that may include:**

1. Conduct an independent review of the AMCAD system code.

*In addition to the evaluation by CUC and Headspring Systems, the internal Travis County stakeholder group, which includes the elected officials and offices impacted by the software project (including Criminal, Civil, and Probate Courts, District Clerk's Office, and County Clerk's Office), have expressed a desire for an independent review of the AMCAD source code by their technical staff and the county's ITS division, and possibly an outside expert.*

*A technical committee with representatives from these offices, and ITS, was formed on July 11, 2014 to look into this option.*

2. Placing CUC Techshare.Courts project on-hold until further analysis and risk management is completed.  
*We are currently moving forward in a transition and evaluation mode on the courts software project.*
3. Continue with CUC using current inter-local agreement allowing CUC to modify AMCAD code.
4. Continue with CUC with a new inter-local agreement outlining new scope and vendor.  
*The CUC has proposed a new interlocal amendment with the three participating counties reflecting their proposed plan to continue and complete the project. Please see resolution item #5 above.*
5. Continue with CUC conducting a new Request for Proposal (RFP) process for system vendor.  
*The CUC has indicated they are not interested in pursuing a RFP process for another system vendor.*
6. Continuing without CUC and conducting an RFP process for a Courts Case Management System.  
*The Travis County internal stakeholders have discussed this option, but no recommendations have been finalized.*

This is the second in what will be a series of briefings for the Commissioners Court to let you know of the status of the TechShare Courts project following the exit of AMCAD. We will return to Commissioners Court with additional briefings as information is gathered and recommendations finalized.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** July 15, 2014

**Prepared By/Phone Number:** Tim Labadie 854.5864

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

**Commissioners Court Sponsor:** Judge Sam Biscoe

## **AGENDA LANGUAGE:**

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Ginger Gould. Executive Session also pursuant to Tex. Gov't Code § 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:**

Danny Hobby 854.9367



# Travis County Commissioners Court Agenda Request

**Meeting Date:** July 29, 2014 **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 Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action on an offer to sell an approximately 1.05 acre tract of land and an approximately 1.53 acre tract of land -- for a combined total of about 2.58 acres, along with associated improvements -- located south of Onion Creek and west of U.S. 183 South in Precinct Four, for inclusion in the Eastern Creeks Open Space project as part of the 2011 Bond program.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property and GOV'T. CODE ANN 551.071, Consultation with an Attorney)

## 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	Division Director	Parks	(512) 854-9408
Greg Chico	Real Estate Manager	Real Estate Division	(512) 854-4659
Donna Williams-Jones	Financial Services	Financial Services	(512) 854-9383
Chris Gilmore, esq.	County Attorney	County Attorney's Office	(512) 854-9455

**SM:GC:gc**

**3105 - Public Works/ROW- Onion Creek Open Space; 2005 Bond; agenda272**

AGENDA LANGUAGE: Consider the late application on an offer to sell an approximately 1.65 acre tract of land and an approximately 1.03 acre tract of land for a combined total of about 2.68 acres, along with associated improvements located south of Onion Creek and west of U.S. 183, which is Parcel Four, an inclusion in the Eastern Onion Creek Open Space project as part of the 2011 Bond Program.

EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN 551.023, REAL PROPERTY AND GOV'T CODE ANN 551.021, CONSULTATION WITH AN ATTORNEY

BACKGROUND SUMMARY OF PROJECT:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TRF	(512) 854-4338
Steven M. Manilla	County Executive	TRF	(512) 854-0425



**Travis County Commissioners Court Agenda Request**  
**Travis County Health Facilities Development Corporation**  
**Travis County Capital Industrial Development Corporation**  
**Travis County Cultural Education Facilities Finance Corporation**  
**Travis County Housing Finance Corporation**  
**Travis County Development Authority**  
**Capital Health Facilities Development Corporation**

**Meeting Date:** July 21, 2014

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:**

1. Consider and take appropriate action to authorize Corporations' staff view-only online access of all Corporations' Chase Bank accounts based on recommendation of Chase Bank and the County Auditor's office. View-only access will provide fraud prevention, account monitoring in real time for checks and deposits, and will yield greater efficiency for Corporations' staff. This also results in cost savings to the Corporations in terms of bank fees.

**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;  
Leroy Nellis, Acting County Executive/854-9066

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

**Karen Thigpen**

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**From:** Andrea Shields  
**Sent:** Monday, July 14, 2014 8:33 AM  
**To:** Karen Thigpen  
**Subject:** Fwd: Recommendation for Accounts

Sent from my iPhone

Begin forwarded message:

**From:** "Camus, Larnell" <[LARNELL.CAMUS@jpmorgan.com](mailto:LARNELL.CAMUS@jpmorgan.com)>  
**Date:** July 11, 2014 at 3:09:47 PM CDT  
**To:** "[andrea.shields@co.travis.tx.us](mailto:andrea.shields@co.travis.tx.us)" <[andrea.shields@co.travis.tx.us](mailto:andrea.shields@co.travis.tx.us)>  
**Cc:** Deborah Ann Laudermilk <[Deborah.Laudermilk@co.travis.tx.us](mailto:Deborah.Laudermilk@co.travis.tx.us)>  
**Subject:** FW: Recommendation for Accounts

**To:** '[andrea.shields@co.travis.tx.us](mailto:andrea.shields@co.travis.tx.us)'  
**Cc:** 'Deborah Ann Laudermilk'; Hill, Valerie J  
**Subject:** Recommendation for Accounts

Good afternoon Andrea, Valerie and I have been reviewing the analysis for different departments of Travis County, and have just wrapped up yours for the Corporations. I wanted to provide the following recommendations to assist in getting your bank information quicker and efficiently.

<u>Current Process</u>	<u>Recommended Process</u>
Bank pulls bank statements monthly, scans and sends to Corporations – Cost \$3.00 per statement	Corporations pulls statements on
JPMorgan ACCESS, at your convenience, and no cost	Corporations could be set up with
Corporations write checks to move funds to other Corporation Accounts	
Account Transfer on JPMorgan ACCESS to move funds electronically	
– Cost of checks and deposit slips, trip/courier to bank	-Cost .02 per item

We do recommend that you become more electronic in everything you do to save time and money. If you are receiving any additional "paper" items from the bank, we would be more than happy to discuss how you can receive them electronically.

Thanks for being such a great partner,

Larnell

Larnell Camus | Senior Banker/SVP | Government, Not-For-Profit, Healthcare & Higher Ed | J.P. Morgan | 221 West 6th Street, Floor 2nd, Austin TX 78701 | T: 512-479-2720 C: 512-789-3242 | [larnell.camus@jpmorgan.com](mailto:larnell.camus@jpmorgan.com) | [jpmorgan.com](http://jpmorgan.com)

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## **Karen Thigpen**

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**From:** Janice Cohoon  
**Sent:** Wednesday, July 16, 2014 10:53 AM  
**To:** Andrea Shields  
**Cc:** Karen Thigpen; Dede Bell  
**Subject:** Corporations Bank Accounts View Only Access

I am responsible for reviewing the Corporations financials that relate to grants each month. After speaking with Andrea, I support the request for Corporations' staff view-only online access of all Corporations' Chase Bank accounts. Currently they have to wait until after month end to receive all the needed bank statements and other bank related documents. This will allow them to have timely access to their bank accounts.

Janice Cohoon  
Grants - Financial Analyst  
Travis County Auditor's Office  
512-854-9424