



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By/Phone Number: Joe Hon, County Judge's Office · 854-1123

Elected/Appointed Official/Dept. Head: Sarah Eckhardt, County Judge

Commissioners Court Sponsor: Sarah Eckhardt, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER TO SELECT PLACES WHERE THE COMMISSIONERS COURT WILL HOLD ITS TERMS COMMENCING JANUARY 6, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The attached Order includes the authorized meeting locations listed in the Order approved by the Commissioners Court on January 8, 2013, with the addition of "Travis County Community Centers in Travis County, Texas."

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

AN ORDER TO SELECT MEETING PLACES
OF COMMISSIONERS COURT OF TRAVIS COUNTY

RECITALS

The manner of selection of new meeting places of Commissioners Court is required by Local Government Code section 81.005 (d).

ORDER

The Commissioners Court of Travis County, Texas hereby orders that the following places are authorized as meeting places for the Commissioners Court at which the Commissioners Court may convene in regular terms beginning January 6, 2015 and thereafter until further places are authorized:

Hall of Government, First Floor, 700 Lavaca, Austin, Texas

Ned Granger Building, 314 West 11th Street, Austin, Texas

Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas

County Meeting Room at 5501 Old Manor Road, Austin, Texas

Travis County Community Centers in Austin, Travis County, Texas

City Council Chambers of all municipal governments in Travis County, Texas

School Board Meeting Rooms of all school districts in Travis County, Texas

and that Travis County Code Section 1.002(a) be revisited to reflect this change.

Date of Order:_____

TRAVIS COUNTY COMMISSIONERS COURT

Sarah Eckhardt, County Judge

Ron Davis
Commissioner, Precinct 1

Brigid Shea
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



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Elected/Appointed Official/Dept. Head: Sarah Eckhardt, County Judge

Commissioners Court Sponsor: Sarah Eckhardt, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE ADOPTION OF A RECURRING COMMISSIONERS COURT WORK SESSION SCHEDULE, WITH WORK SESSIONS TO BE HELD ON THE SECOND AND FOURTH THURSDAY OF EVERY MONTH BEGINNING FEBRUARY 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Judge Eckhardt recommends that the Commissioners Court hold work sessions on the second and fourth Thursday of every month beginning February 2015. In the event that there are no items to be discussed on the date of a scheduled work session, or if the date of a scheduled work session is a County holiday, the work session in question will be cancelled with advance notice. Work sessions will begin at 1:30 pm and will conclude by 5 pm unless otherwise specified.

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

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

Division Director/Manager: Morgan Cotten, P.E., Public Works Director

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action to approve an Interlocal Cooperation Agreement between the City of Austin and Travis County for Braker Lane North project in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

On July 15, 2014, Travis County entered into an Advance Funding Agreement with Texas Department of Transportation (TxDOT) to receive federal STP-MM grant for the Braker Lane North project. The scope of this project consists of preliminary engineering, design and environmental document preparation for extension of Braker Lane from Samsung Blvd to Harris Branch Pkwy as a four-lane divided arterial with bicycle lanes and sidewalks. The length of this project is approximately 1.4 miles. The total estimated project cost is \$1,375,790. The Federal participation amount is \$1,040,000 and the local participation amount is \$335,790. As portions of the project limits are located within the corporate limits of City of Austin, City of Austin agrees to participate in this project and cost share with Travis County on the local participation. Travis County will take the lead in managing the project and coordination with TxDOT while City of Austin will assist in the review of preliminary engineering and design. This project will improve the mobility, enhance area transportation network, and facilitate movement of people, goods, and services that benefit residents of both City of Austin and Travis County. Construction cost estimate will be prepared as a part of the project scope. However, funding for the construction has not been identified and will most likely be requested through future bond referendum due to the size of the project.

STAFF RECOMMENDATIONS:

Staff recommends approval of entering into this Interlocal Cooperation Agreement with the City of Austin.

ISSUES AND OPPORTUNITIES:

This project is scheduled in CAMPO FY 2015-2018 Transportation Improvement Program (TIP). TNR is in the process of issuing the RFQ through Purchasing Office

to select the project engineering consultant. City of Austin has approved this Interlocal Cooperation Agreement and will deposit its share of local participation within 30 days of the final execution of the agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approximate 45% of the project limits is located within the corporate limits of City of Austin and 55% located within the unincorporated area of the County. The amount of local participation in the AFA is \$335,790. City of Austin's 45% share of local participation is estimated to be \$151,105.50. Travis County's 55% share of local participation is estimated to be \$184,684.50. Commissioners Court has previously approved the full location participation amount when entering into the AFA with TxDOT. Approval of this Interlocal Cooperation Agreement will reduce County's fiscal obligation from \$335,790 to \$184,684.50.

ATTACHMENTS/EXHIBITS:

Braker Lane North Interlocal Cooperation Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Nicki Riley	County Auditor	Auditor's Office	
Jessica Rio	Budget Director	PBO	
Tom Nuckols, Julie Joe	Assist County Attorney	Attorney's Office	

CC:

Mo Mortazavi	Project Manager	TNR	
Donna Williams-Jones, Isabelle Lopez	Financial Analyst	TNR	

: :
3101 - Public Works/CIP -

**BRAKER LANE NORTH PROJECT
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY**

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

Recitals

1. The City, the County, and the Texas Department of Transportation ("TxDOT") desire to design and complete preliminary engineering and environmental assessments of an approximately 1.4 mile four-lane divided roadway extension of Braker Lane with sidewalks and bicycle lanes from Samsung Boulevard to Harris Branch Parkway (the "Project").
2. On April 26, 2012, the Texas Transportation Commission passed Minute Order 113073 to authorize funding for projects in the 2013 Unified Transportation Plan Program, including the Project.
3. The Project location is depicted in attached **Exhibit A**.
4. The County has entered into an advance funding agreement with TxDOT under which the County will be required to contribute 20% of the Project's preliminary engineering costs (estimated to be \$260,000), 100% of TxDOT's direct state costs and indirect state costs for the Project (estimated to be \$75,790), and 100% of any cost overruns above the federally authorized amount of \$1,040,000.
5. A portion of the Project is located within the corporate limits of the City (the "City portion") and a portion of the Project is located within the unincorporated area of the County (the "County portion").
6. The Travis County Commissioners Court and the Austin City Council each finds that the Project will provide increased safety for persons using Braker Lane, facilitate the movement of people, goods, and services in the City of Austin and Travis County, and benefit the residents of the City of Austin and the residents of Travis County.
7. For purposes of cost efficiency, scheduling, and transportation planning, the Parties desire to combine the development of their respective portions of the Project.
8. The City desires to share in the costs for the Project by contributing 45% of the County's funding obligations under the Advance Funding Agreement for the Project.

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

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will provide the project management services for the design, preliminary engineering, and environmental assessments required for the Project (design, preliminary engineering, and environmental studies collectively referred to hereafter as "development"), as set forth herein.
- (b) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County and TxDOT, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director may designate a City Project Manager and may designate other representatives to act on behalf of the City with respect to the Project.
- (c) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County's Director") will act on behalf of the County with respect to the Project, coordinate with the City and TxDOT, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County's Director will designate a County Project Manager and may designate other representatives to act on behalf of the County with respect to the Project.
- (d) If a disagreement between the Parties arises regarding any requirement or provision of this Agreement, and the disagreement is not resolved by the County Project Manager and the City Project Manager, it shall be referred as soon as possible to the County's Director and the City's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the County Executive of the Travis County Transportation and Natural Resources Department for resolution.

2. Project Development.

- (a) The County will be responsible for the management of the development of the Project, including (i) the development of the

engineering design and plans and specifications for the roadway improvements, including bicycle lanes and sidewalks, (ii) preliminary engineering, and (iii) any environmental assessments and environmental clearances associated with the Project.

- (b) The plans and specifications for the Project must include the scope of design set forth in attached **Exhibit A**, must comply with all applicable Texas Accessibility Standards and the Americans with Disabilities Act, and must be in accordance with the design and construction standards set forth in the County's advance funding agreement with TxDOT, which requires that the engineering plans be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related to it, and

- (A) For projects on the state highway system, the design must, at a minimum, conform to applicable State manuals; and
- (B) For projects not on the state highway system, the design must, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials Design* standards; and
- (C) Compliance with all applicable environmental requirements; and

- (2) All professional services must be procured in compliance with:

- (A) Federal requirements cited in 23 CFR Part 172;
- (B) Subchapter A of Chapter 2254 of the Texas Government Code; and
- (C) All other applicable federal requirements, including the provision for participation by Disadvantaged Business Enterprises (DBEs) and compliance with the Americans with Disabilities Act.

- (c) Procurement of Professional Services.

- (1) The County will ensure that the design engineer(s) and other consultants provide professional liability, workers compensation, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, and the County will have the City and TxDOT named as additional insureds with respect to such coverage. The County will provide a waiver of subrogation on the auto liability, general liability, and worker's compensation coverages.

- (2) The County will select and contract for professional services with the most highly qualified engineering consultant(s) in accordance with:
 - (A) The federal requirements cited in 23 CFR Part 172;
 - (B) Subchapter A of Chapter 2254 of the Texas Government Code; and
 - (C) All other applicable federal requirements, including the provision for participation by Disadvantaged Business Enterprises (DBEs) and compliance with the Americans with Disabilities Act.
- (3) The County will obtain the City's concurrence of the selection of the consultant for the Project prior to awarding the professional services agreement for the design engineer.
- (4) The County will ensure that each contract for each contractor and subcontractor who performs work on the Project includes the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.
- (d) The County and, to the extent set forth herein, the City and/or TxDOT will be responsible for the review and approval of the engineering design, plans and specifications for their respective portions of the Project. In addition, the County and, to the extent set forth herein, the City and/or TxDOT will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for their respective portions of the Project, during the development of the Project.
- (e) The Parties will participate in joint review meetings with representatives from all affected City and County Departments and/or TxDOT in order to avoid and resolve conflicts in review comments. The Parties will provide a designated review team to expedite the review process for their respective portions of the Project.
- (f) The County shall require the consultant to immediately take any appropriate remedial action to correct any deficiencies with the Project design identified by the City or TxDOT.

3. Additional Management Duties of the County. The County hereby covenants and agrees to provide:
 - (a) Four sets of the construction plans and specifications for the Project at intervals to be agreed to by the Parties' Project Managers to the City for review and approval;
 - (b) Written responses to the City's initial plan review comments within 14 days of receipt from the City;
 - (c) Written notice to the City of the schedule for design of the Project;
 - (d) Attendance at meetings at the request of the City's Project Manager; and
 - (e) A copy to the City of all contracts affecting the Project.
4. Additional Management Duties of the City. The City hereby covenants and agrees to provide:
 - (a) reviews and approvals of the submitted plans and specifications for the Project by providing any initial comments within 21 days of submittal, and follow-up reviews and approvals of the County's responses to those initial comments within seven days, and work in good faith to resolve any outstanding issues;
 - (b) Coordination between the County and City Project Managers, as reasonable and necessary to facilitate the development of the Project;
 - (c) Attendance at meetings at the request of the County's Project Manager; and
 - (d) Design review comments on the City portion of the Project to the County at appropriate agreed-to intervals of design complete stages within one week of receiving design documents from the County.
5. Liability. To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
6. The Advance Funding Agreement and Financial Obligations.
 - (a) Under the County's advance funding agreement with TxDOT, the County will receive \$1,040,000.00 in grant funding for the Project. The total cost of the Project is estimated to be \$1,375,790.00.
 - (b) .Local Participation Costs.

- (1) The Local Government participation amount (the "Local Match") for the Project, as set forth in Attachment C of the advance funding agreement, is estimated to be \$335,790.00.
- (2) The County and City agree to cost share the Local Match in proportion to the location of the Project within each Party's territorial jurisdiction as follows:
 - (A) The County's 55% share of the Local Match is estimated to be \$184,684.50. Any additional County funding for the Project will require the approval of the Travis County Commissioners Court.
 - (B) The City's 45% share of the Local Match is estimated to be \$151,105.50. Any additional City funding for the Project will require the approval of the City Council.
- (c) Within 30 days after the effective date of this Agreement, the City will pay the County \$151,105.50 as the City's 45% share of the Local Match for the Project, and this payment will be deposited into an escrow account with the County. The amount of the City's contribution will not be exceeded without the further approval of the City Council.
- (d) Cost Overruns. If the County determines that the total cost of the Project will exceed the federally authorized amount of \$1,375,790.00, the County will submit documentation in support of the County's determination to the City. The City agrees to pay 45% of any cost overruns above the federally authorized amount for the Project within 30 days after City Council approval of the cost overruns, which approval will not be unreasonably denied or delayed.
- (e) The County Treasurer shall act as Escrow Agent for the management of
 - (1) The City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants.
 - (2) The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within 60 calendar days after the completion of the Project. The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.

- (f) The County Treasurer shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work satisfactorily completed.
- (g) The City and the County agree to comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

7. **FUNDING. THE COUNTY CANNOT GUARANTEE THE AVAILABILITY OF FUNDS FOR THE PROJECT, AND ENTERS INTO THIS AGREEMENT ONLY TO THE EXTENT THAT SUFFICIENT GRANT FUNDS ARE MADE AVAILABLE FOR THE PROJECT. THERE IS RISK INVOLVED WITH THIS AGREEMENT. THE COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONTINGENT UPON THE ACTUAL RECEIPT BY THE COUNTY OF SUFFICIENT GRANT FUNDS (THE "FUNDING DATE"). IF SUFFICIENT GRANT FUNDS ARE NOT AVAILABLE, THE COUNTY WILL NOTIFY THE CITY IN WRITING WITHIN A REASONABLE TIME AFTER SUCH FACT IS DETERMINED. THE COUNTY WILL THEN TERMINATE THIS AGREEMENT AND WILL NOT BE LIABLE FOR THE FAILURE TO COMPLETE THE PROJECT.**

8. Final Accounting.

- (a) Within 30 days after the Project is complete or this Agreement is terminated, the County shall render and send to the City a final written accounting of any and all costs to be paid or borne by, or credited or refunded to, any Party under this Agreement, taking into account any amount the City has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project. The City has the right to audit the County's records and may request any such audit, or any adjustments or corrections, within 30 days of receipt of the accounting.
- (b) After the County has sent any corrected or adjusted final accounting to the City, the City will pay any amount it owes no later than 60 days after receipt of such final accounting. The County must refund any amounts due the City within 60 days after delivery of any adjusted final accounting.

9. Inspection of Books and Records.

- (a) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to the State of Texas, each other, the Federal Highway

Administration ("FHWA"), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its respective office during the period that this agreement is in effect and for four years after the Project is completed or until any impending litigation or claims are resolved.

- (b) The State of Texas, the City, the County, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

10. Miscellaneous.

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

CITY: Howard S. Lazarus, P.E., Director (or successor)
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

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

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

AND: Cyd Grimes, C.P.M., CPPO (or successor)
Travis County Purchasing Agent


P.O. Box 1748
Austin, Texas 78767

WITH COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 291.415

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

- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.
- (i) The City and the County agree to not take any actions that will cause or that are likely to cause the County to breach its advance funding agreement with TxDOT.

CITY OF AUSTIN, TEXAS


By: 

Name: _____
Robert Goode

Title: _____
Assistant City Manager

Date: 11/12/14

Approved as to Form:



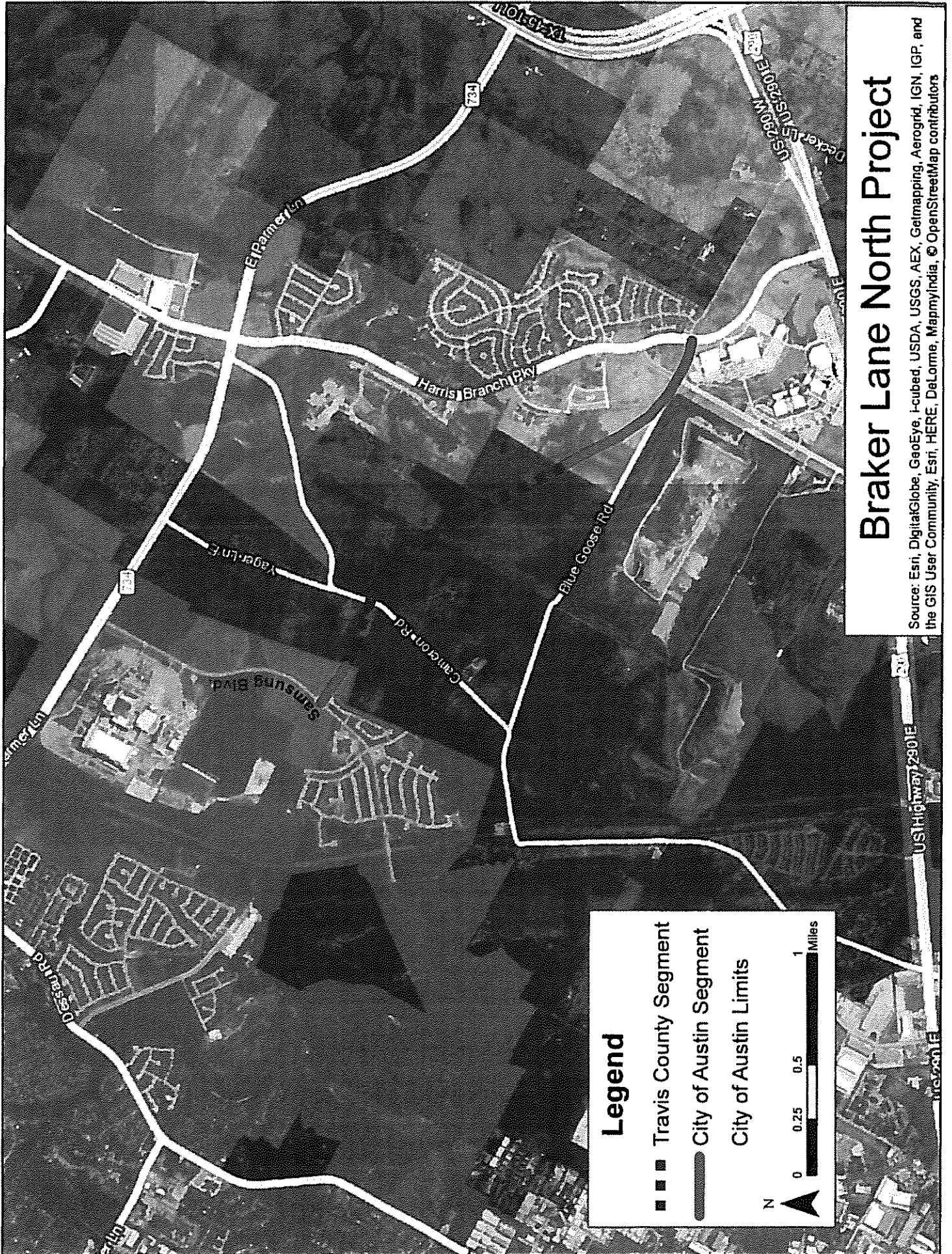
Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A
PROJECT LOCATION





Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By: Mo Mortazavi, P.E. **Phone #:** (512) 854-7589

Division Director/Manager: Morgan Cotten, P.E.

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action for the approval of an Advance Funding Agreement with TxDOT for the rehabilitation of the Travis County Bridge 217 on Old Gregg Lane in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

In early 2013, The Texas Department of Transportation (TxDOT) informed Travis County that the county's Bridge 217 on Old Gregg Lane at Harris Branch qualified for rehabilitation under the federal Off-System Bridge Program. Under this program, the Federal government pays 80% of the funds for the replacement or rehabilitation of the existing structure and the state pays another 10%. The remaining 10% local match can be waived, if the local government pledges to spend an equivalent amount on another qualified bridge or drainage project. On August 27, 2013, the Court approved a resolution to nominate the Big Sandy Creek Bridge CIP project as the local match for the county's share of the Bridge 217 Rehabilitation by TxDOT. The equivalent match project was approved by TxDOT in 2014.

STAFF RECOMMENDATIONS:

TNR requests approval of the attached Advance Funding Agreement by the Court. The partially executed AFA will be submitted to TxDOT for final approval.

ISSUES AND OPPORTUNITIES:

This provides an opportunity for Travis County to have one of its bridges in poor condition repaired and rehabilitated without expending local funds.

FISCAL IMPACT AND SOURCE OF FUNDING:

TxDOT's cost estimate for the repair and rehabilitation of Bridge 217 is \$262,400. Travis County's required 10% share of the design and construction cost for Bridge 217 is therefore, \$26,240. TNR will be using the 2011 Big Sandy Drive Drainage Improvement bond project in Precinct Three, which is currently under design, as the equivalent local match project for Bridge 217. The engineer's cost estimate for the Big Sandy Drive project is \$743,000, which far exceeds the county's required 10% cost share of \$26,240. There is no impact on the county's financial resources.

ATTACHMENTS/EXHIBITS:

AFA, Signed Resolution

TxDOT's Letter and Backup Information

REQUIRED AUTHORIZATIONS:

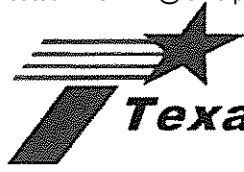
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

Morgan Cotten	TNR Public Works Director	TNR	512-854-9434
Stev Sun	Assistant Public Works Director	TNR	512-854-4660
Donna Williams-Jones	Financial Analyst Sr.	TNR	512-854-7677

MM:SM:mm

3101 - Public Works/CIP -



Texas Department Of Transportation

P.O. DRAWER 15426 AUSTIN, TEXAS 78761-5426 (512) 832-7000

April 24, 2014

Travis County
0914-04-271
Old Gregg Lane at Harris Branch
STR 14-227-AA14-50-003

The Honorable Samuel Biscoe
County Judge
Travis County
P.O. Box 1748
Austin, Texas 78767

Dear Judge Biscoe:

Attached for partial execution is Advance Funding Agreement for the above referenced project. The project consists of the construction of a bridge replacement on Old Gregg Lane at Harris Branch.

Please print and return two signed and dated documents to this office for further processing. A fully executed agreement will be returned for your records.

As a reminder, the County will be allowed three (3) years after the contract award of the above project to complete the approved drainage improvement work on the Big Sandy Drive at Long Hollow Branch Creek crossing as described in Attachment C of the Agreement.

If you have any questions, please contact me at (512) 832-7116.

Sincerely,

John Jones
Project Delivery Section
Austin District

Attachments

cc: Mike McKissick, P.E.
Michelle Romage-Chambers, P.E.
Mo Mortazavi, P.E.

CSJ # 0914-04-271
District # 14 - AUS
Code Chart 64 # 50227
Project: Old Gregg Lane at
Harris Branch
NBI Structure #14-227-AA14-50-003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Travis, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Old Gregg Lane at Harris Branch, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113791, dated December, 2013; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

CSJ # 0914-04-271
District # 14 - AUS
Code Chart 64 # 50227
Project: Old Gregg Lane at
Harris Branch
NBI Structure #14-227-AA14-50-003
Federal Highway Administration
CFDA # 20.205
Not Research and Development

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation

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shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

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- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

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- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the

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Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent (%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit

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committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.

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2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.
 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Travis County
700 Lavaca
Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the

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above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

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- 21. Office of Management and Budget (OMB) Cost Principles**
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.
- 22. Procurement and Property Management Standards**
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.
- 23. Inspection of Books and Records**
The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- 24. Civil Rights Compliance**
The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 25. Disadvantaged Business Enterprise (DBE) Program Requirements**
 - A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
 - B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
 - C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall

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require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award

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provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:

<https://www.sam.gov/portal/public/SAM/>;

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than \$500,000 during the Sub-recipient's fiscal year, the Sub-recipient must submit a statement to TxDOT's Audit Office as follows: "We

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did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____. "

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Samuel Biscoe

Typed or Printed Name

Travis County Judge

Title

Date

THE STATE OF TEXAS

Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Big Sandy Drive at Long Hollow Branch Creek	Yes	No	Replace low water Crossing with bridge	\$745,000
Total				\$745,000
EMP work credited to this PWP*				\$26,240
Balance of EMP work available to associated PWPs				\$718,760
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$11,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(2) \$1,100</u>
Construction	<u>\$224,200</u>	
Engineering and Contingency (E&C)	<u>\$27,200</u>	
The Sum of Construction and E&C	<u>(3) \$251,400</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$25,140</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(2+4-5-6)\$26,240</u>
Total Project Direct Cost	<u>(1+3)\$262,400</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment C. \$26,240

RESOLUTION

The State of Texas
County of Travis

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Travis County, hereinafter referred to as the Local Government, owns a bridge located at Old Gregg Lane at Harris Branch, National Bridge Inventory (NBI) Structure Number AA14-50-003, Local Designation Number 217; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 113250 dated August 2012, Control-Section-Job (CSJ) Number 0914-04-271; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is Twenty Six Thousand Two Hundred and Forty Dollars and No Cents (**\$26,240.00**), hereinafter referred to as the "participation-walved" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

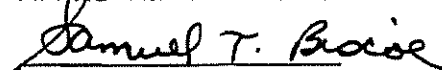
THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-walved) project (PWP) not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
Big Sandy Drive at Long Hollow Branch Creek	Yes	Replace Low water Crossing w/Bridge to Reduce Flooding Frequancy	\$745,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVAL SIGNATURES



Date 11.5.13



MEMO

July 10, 2013

To: Steve Manilla, P.E.
County Executive
P.O. Box 1748
Austin, Texas 78767-1748

From: Michelle L. Ramage-Chambers, P.E.
District Bridge Engineer
Austin District

CC: Michael McKissik, P.E. North Austin Area Engineer
Mo Mortazavi, P.E. Engineer SR
Christine L. Connor, P.E. District Design Engineer

Subject: Travis County
CSJ 0914-04-27 1
Old Gregg Lane at Harris Branch
Str # AA14-50-003

Local Fund Participation-Waived Federal Off-System Bridge
Program Projects and Equivalent-Match Projects

Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) is now in effect providing that the usual 10 percent local match fund participation requirement may be waived on an authorized federal off-system bridge program project, providing the Local Government agrees to perform structural improvement work in a dollar-amount equivalent to the local participation, on other deficient bridge(s) or cross-drainage structure(s) within its jurisdiction. The project on which the local fund participation requirement is to be waived is referred to as the "participation-waived project", while the project or projects on which the Local Government agrees to perform structural improvement work in return for the participation waiver, is referred to as the "equivalent-match project(s)."

With written request by the Local Government, consideration may be given to such waiver on any federal off-system bridge project within the Local Government's jurisdiction or an adjacent or overlapping jurisdiction that is currently authorized for construction, but the contract for construction has not yet been awarded. However, the department is unable to reimburse escrow funds that have already been paid by the Local Government.

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



The waiver request must include the location(s), description of structural improvement work proposed, and estimated cost for the proposed equivalent-match project(s), together with a copy of the Local Governing body's resolution.

Such requests will be reviewed and considered according to the requirements of 43 TAC Section 15.55(d), and the Local Government will be notified accordingly. If waiver approval is granted, such approval must then be manifested through written agreement executed between the State and the Local Government.

For your use, attached are examples of a form letter requesting the waiver and a resolution form adopting the waiver request. Please contact this office if further information is needed in preparing or considering the preparation of a waiver request.

Attachments: Example Form Letter Requesting Waiver
Example Local Governing Body Resolution Form Adopting Waiver Request
Cost Estimate

County: Travis
 CSJ: 0914-04-271
 Road/Street/Highway: Old Gregg Lane
 Feature Crossed: Harris Branch
 15 Digit NBI Structure No.: AA 14-50-003
 Local Designation No.:

**EXHIBIT A
 ESTIMATE OF DIRECT COSTS**

(NOTE: This estimate supersedes any and all those that may have been provided previously for this project.)

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE) 091404271	(1) <u>\$11,000.00</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		(3) <u>\$1100.00</u>
Construction	<u>\$224,200.00</u>	
Engineering and Contingency (E&C)	<u>\$ 27,200.00</u>	
The Sum of Construction and E&C	(2) <u>\$251,400.00</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) <u>\$25,140.00</u>
Amount of Advance Funds Paid by Local Government *		(5) (\$ 0.00)
Amount of Advance Funds to be Paid by Local Government *		(6) (\$ 0.00)
Balance of Local Government Participation which is to be Waived where the Project is a PWP	(3+4-5-6)	<u>\$26,240.00</u>
Total Project Direct Cost	(1+2) <u>\$ 262,400.00</u>	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of
 EMP Work Being Credited to this PWP as
 Shown on Attachment C.

\$

County: Travis
Project: BR ()OX
CSJ: 0914-04-271
Old Gregg Lane at Harris Branch
NBI Str. No.: AA14-50-003
Local Designation:

Michelle L. Romage-Chambers, P.E.
District Bridge Engineer - AUS
7901 N. IH-35
Austin, Texas 78753

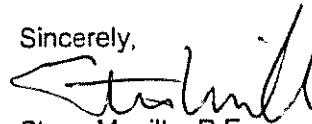
SUBJECT: Request for Waiver of Local Match Fund
Participation Requirement on Federal
Off-System Bridge Program Project

Dear Ms. Romage-Chambers:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.

Sincerely,



Steve Manilla, P.E.
County Executive
Travis County

Attachment: Resolution

For TxDOT Use Only

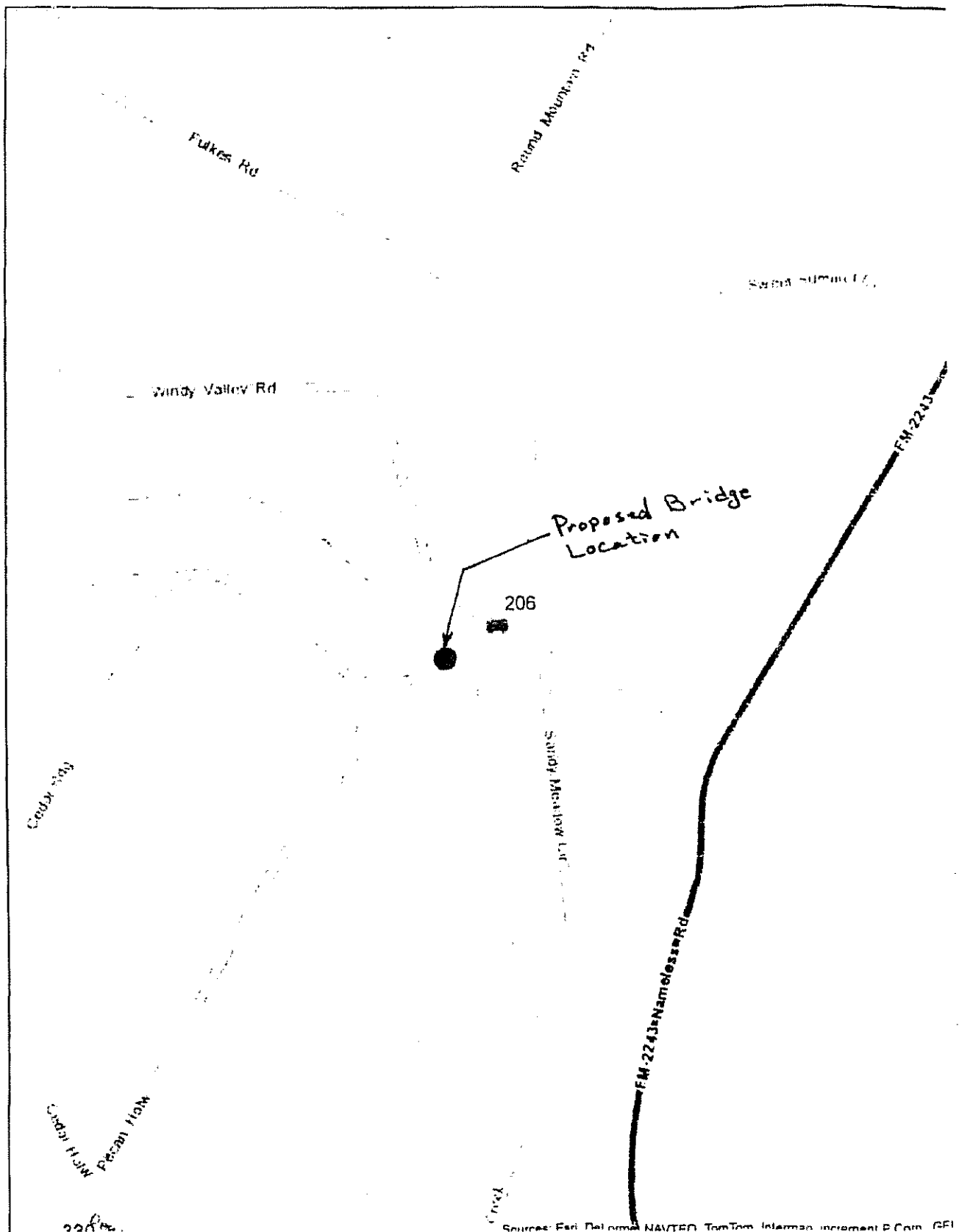
_____ Waiver Approved
_____ Waiver Disapproved

Greg A. Malatek, P.E.
Austin District Engineer



Opinion of Probable Construction Cost

Project	Big Sandy Drive Drainage Design Project	Estimated By	AOS		
Site I.D.		Checked By	LMC		
Site Descr.					
Date	8/9/2013	Description	New Big Sandy Drive Bridge over Long Hollow Creek - Alternative 1 30% Draft		
Description		Quantity	Unit	Unit Price	Total
PREPARING ROW		7	STA	\$ 2,500.00	\$ 17,500.00
REMOVING STAB BASE AND ASPH PAV (8"-10")		1638	SY	\$ 4.00	\$ 6,551.11
REMOV STR (PIPE)		144	LF	\$ 15.00	\$ 2,160.00
EXCAVATION (ROADWAY AND CHANNEL)		164	CY	\$ 10.00	\$ 1,640.00
EMBANKMENT (FINAL)(ORD COMP)(TY B)		830	CY	\$ 12.00	\$ 9,955.56
FURNISH AND PLACING TOPSOIL (4")		1222	SY	\$ 1.00	\$ 1,222.22
CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)		1222	SY	\$ 0.25	\$ 305.56
CELL FBR MLCH SEED(TEMP)(WARM)		611	SY	\$ 0.25	\$ 152.78
CELL FBR MLCH SEED(TEMP)(COOL)		611	SY	\$ 0.25	\$ 152.78
VEGETATIVE WATERING		0.02	MG	\$ 12.00	\$ 0.23
PRIME COAT		220	GAL	\$ 4.50	\$ 990.00
D-GR HMA(METH) TY-C PG70-22		242	TON	\$ 95.00	\$ 22,990.00
LIME TRT(MIX EXST MATL & NEW BASE)(8")		1467	SY	\$ 2.50	\$ 3,666.67
FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS		570	CY	\$ 40.00	\$ 22,814.81
MOBILIZATION (5%)		1	LS	\$ 30,772.29	\$ 30,772.29
BARRICADES/SIGNS/TRAFFIC HANDLING		10	Month	\$ 4,680.00	\$ 46,800.00
BRIDGE STR		4200	SF	\$ 110.00	\$ 462,000.00
MTL W - BEAM GD FEN (TIM POST)		400	LF	\$ 18.00	\$ 7,200.00
DRIVEWAYS (ACP)		48	SY	\$ 28.00	\$ 1,344.00
GUARDRAIL END TREATMENT (INSTALL)		4	EA	\$ 2,000.00	\$ 8,000.00
					\$ -
					\$ -
SUBTOTAL					\$ 646,218.00
CONTINGENCY				15%	\$ 96,932.70
TOTAL CONSTRUCTION COST					\$ 743,150.70





Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

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

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

Commissioners Court Sponsor: Judge Sarah Eckhardt

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

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

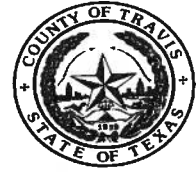
REQUIRED AUTHORIZATIONS:

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

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

Joe Hon, County Judge's Office, (512) 854-9555

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



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: December 17, 2014

RE: Request for funds from Interlocal Reserve for the cost of the FY 2015 Regional Radio System Interlocal (RRS) and movement of remaining Interlocal Reserve balance to Allocated Reserve

Travis County participates with the City of Austin and several other local and state entities in this collaborative effort to improve the communication infrastructure for public safety and public service. Emergency Services oversees the RRS program for Travis County. Emergency Services has finalized negotiations regarding the FY 2015 funding. The amount requested from reserves represents the additional funding required above the base interlocal amount.

For FY 2015 the total funding requested from reserves is \$1,755,887, consisting of \$1,676,058 of one-time expense and an ongoing operating increase of \$79,829.

The one-time funding is part of a six year replacement plan of end-of-life critical system infrastructure supporting the Regional Radio System; the total project cost is estimated at \$8,364,736.

Fiscal Year	Amount	
FY 2013	\$ 1,490,667.00	
FY 2014	\$ 726,010.00	
FY 2015	\$ 1,676,058.00	
FY 2016	\$ 1,490,667.00	
FY 2017	\$ 1,490,667.00	
FY 2018	\$ 1,490,667.00	
Total	\$ 8,364,736.00	estimated

Please note, in FY 2014 the Travis County portion was lower as in that year the replacement RRS components scheduled were primarily for the City of Austin Only. The FY 2015 cost to the County is slightly higher as there are more County replacement consoles for the Combined Transportation, Emergency & Communications Center (CTECC) scheduled for replacement in this year. Every other year should have a fixed allocation of \$1,490,667.

The ongoing increase of \$79,829; is almost entirely due to the increased cost of a maintenance agreement with Motorola.

Since the amount for FY 2015 was not finalized at the time of the adoption of the FY 2015 Budget, the funds associated with this increase were budgeted in a special purpose reserve for interlocal agreements under the oversight of the Commissioners Court. The amount requested matches what was allocated to the reserve for the RRS interlocal. PBO recommends approval of the proposed transfer of funds from this reserve to Emergency Services.

After the transfer for the FY 2015 Regional Radio System Interlocal the special purpose reserve for interlocal agreements will have a remaining balance of \$17,059. This remaining balance is due to a lower than anticipated need associated with the Health interlocal. As there are no remaining obligations against this reserve, PBO requests that this balance be moved to the Allocated Reserve.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Danny Hobby, Christine Lego, Emergency Services

Header Information for Entry Doc Number

400007602

Doc. Number 400007602 Doc. Status Preposted FM Area 1000
Budget. Cate. Payment Doc. Year 2015 Doc. Date Dec 16, 2014
Value Type Budget Version 0 Doc. Type TRAN
Budget Type 1 Fiscal Year 2015 Year. Cash. Eff
Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
Creator LEGOC Creation Date Dec 16, 2014 Creation Time 13:18:43
Resp. Person LEGOX 44855 Year Cohort Public Law
Legislation
Header Text For FY15 RRS Interlocal

TextName

Additional Data

Lines

Total Document 1755887

USD from Interlocal Reserve for RRS Interlocal.

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580200	1120	NOT-RELEVANT	-1,755,887	
000002	0001		1470010001	511620	1320	NOT-RELEVANT	1,755,887	

Dec 31, 2014



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

December 31, 2014

To: Commissioners Court

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

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

Re: Use of Project Savings to complete HMS Elevator project.

Facilities Management is requesting to transfer savings between a completed Post Road elevator project, funded from 2013 Certificates of Obligation (Fund 4081), to an elevator project at the Heman Marion Sweat Courthouse (HMS). The department indicates that it requires \$15,023 to complete the HMS Elevator Project that was funded with FY 2015 Capital Acquisition Resources (CAR) funds. The HMS Elevator Project was first approved by Commissioners Court in FY 2014 and was rebudgeted for FY 2015. Additional funding is necessary because current code requires an additional work platform, ladder and door be added to the elevator shaft.

The Planning and Budget Office has reviewed this request with the County Attorney's Office as well as the County Auditor's Office and the savings are eligible to complete this approved project.

CC: Leroy Nellis, County Executive for Planning & Budget
Roger El-Khoury, Facilities Management Director
John Carr, FMD
Amy Draper, FMD
Jessica Rio, PBO
Travis Gatlin, PBO
Diana Ramirez, PBO



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: TCCH-86-14R-3M

File: 102

TO: Katie Gipson, Senior Budget Analyst, Planning and Budget Office

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

DATE: December 30, 2014

SUBJECT: Funding Issue – HMS Courthouse – Elevator Refurbishment/Upgrade

Facilities Management Department (FMD) requests your assistance in obtaining approval to reallocate \$15,023 of CO funding from the completed Post Road Elevator Upgrade project to the HMS Courthouse Elevator Refurbishment/Upgrade project. The HMS CH project is under construction and requires about \$15,000 to complete. FMD has loaded budget adjustment #400007637 into the system for this request.

Please direct any questions on this request to John Carr at 44772 or Amy Draper at 49040. Thank you for your assistance.

COPY TO:

Leroy Nellis, Acting County Executive, PBO

Jessica Rio, Budget Director, PBO

John Carr, Administrative Director, FMD

Amy Draper, CPA, Financial Manager, FMD

Header Information for Entry Doc Number

400007637

Doc. Number 400007637 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2015 Doc. Date Dec 30, 2014

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 3 Fiscal Year 2015 Year.Cash.Eff

Process UI TRAN Process SEND Original.Applic. BWB Doc.Family

Additional Data

Creator DRAPER Creation Date Dec 31, 2014 Creation Time 08:00:11

Resp. Person A DRAPER 49040 Year Cohort Public Law

Header Text Savings from Post Rd Elevator to HMSTCCH Elevator Legislation

TextName

Lines

Total Document USD

\$15,023

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	4081		1140110000	522020	1140 NOT-RELEVANT	600501	-15,023	Savings from Post Rd Elevator to HMSTCCH Elevator
000002	4081		1140110000	522020	1140 NOT-RELEVANT	601560	15,023	Savings from Post Rd Elevator to HMSTCCH Elevator

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Amount	Dept Transferred Into	Date	Explanation
15,227,297.00			Beginning Balance
899.71	Allocated Reserves	10/3/14	Liquidated Purchase Orders - Various
2,205.31	Allocated Reserves	10/8/14	Liquidated Purchase Orders - Various
45,514.33	Allocated Reserves	10/20/14	Liquidated Purchase Orders - Various
(224,412.00)	Med Examiner/ITS	10/21/14	Deputy Medical Examiner II position
12,059.87	Allocated Reserves	10/27/14	Liquidated Purchase Orders - Various
(100,000.00)	HHS	10/28/14	Correction from FY 2014 for AISD Family Res. Ctr. Contract
(249,833.00)	General Administration	11/4/14	Appraisal District Fee Increase
18,693.77	Allocated Reserves	11/11/14	Liquidated Purchase Orders - Various
878.04	Allocated Reserves	11/17/14	Liquidated Purchase Orders - Various
(15,108.00)	Tax Office	11/18/14	Fund Reclassification of Tax Managers
(2,700,325.00)	FMD	11/18/14	South Congress Building Purchase
5,066.90	Allocated Reserves	11/24/14	Liquidated Purchase Orders - Various
1,195.47	Allocated Reserves	12/2/14	Liquidated Purchase Orders - Various
(5,903.00)	FMD	12/4/14	Armed Guard Security Services Contract
4,672.74	Allocated Reserves	12/9/14	Liquidated Purchase Orders - Various
4,013.08	Allocated Reserves	12/15/14	Liquidated Purchase Orders - Various
14,572.79	Allocated Reserves	12/23/14	Liquidated Purchase Orders - Various
12,041,488.01	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

	Explanation
(\$200,000)	Criminal Courts - Legally Mandated Fees
(\$35,000)	Criminal Courts - Bailiff Transition to TCSO
(\$70,000)	Criminal Courts - Legally Mandated Fees
(\$137,949)	District Attorney and County Attorney - Discovery Process
(\$18,010)	District Attorney - Environment Protection Unit
(\$325,000)	Emergency Medical Services - STAR Flight Air Communication Specialist
(\$417,087)	General Administration - Travis Central Appraisal District
(\$50,000)	General Administration - Waller Creek TIF
(\$20,000)	Human Resources - Tuition Reimbursement Program
(\$20,000)	Human Resources - ACC Internship Program
(\$125,000)	Planning and Budget Office - Civil and Family Justice Center
(\$45,983)	Purchasing Office - HUB Program Specialist
(\$300,000)	Sheriff's Office - Inmate Operating Costs
(\$4,000,000)	Transportation and Natural Resources - West Service Center
(\$95,490)	Transportation and Natural Resources - Work Order System Additional Funding
(\$500,000)	Transportation and Natural Resources - Road Maintenance Operating Supplement
(\$160,000)	Transportation and Natural Resources - MCE Fleet Non-Fuel Line Items
(\$50,000)	Transportation and Natural Resources - Park Forestry Services
(\$40,227)	Transportation and Natural Resources - Transit Pass Program
(\$250,000)	Undesignated - 450th District Court Start-Up Costs
(\$6,859,746)	Total Possible Future Expenses (Earmarks)
\$5,181,742	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
2,572,379			Beginning Balance
(500,000)	TNR	10/14/14	Hamilton Pool Road
(140,945)	ITS	11/18/14	Network End of Life Equipment
(7,260)	District Attorney	12/23/14	Equipment for New Staff for Discovery Process
1,924,174 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$70,000)	Civil Courts - Audio Visual and Judges Workbench
(\$59,055)	Information Technology Services - Network End of Life Equipment
(\$400,000)	Juvenile Probation - Master Plan Phase II
(\$100,000)	Transportation and Natural Resources - Sidewalks - ADA Upgrades
(\$50,000)	Transportation and Natural Resources - Guardrail - New Installations
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$7,200)	Transportation and Natural Resources - Sandy Creek Park Proceeds
(\$879,005)	Total Possible Future Expenses (Earmarks)
\$1,045,169	Remaining CAR Reserve Balance After Possible Future Expenditures

Reserve for Emergencies and Contingencies Status (580120)

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

Fuel & Utilities Reserve Status (580130)

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

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

Amount	Dept Transferred Into	Date	Explanation
798,779.00			Beginning Balance
\$798,779 Current Reserve Balance			

Juvenile Justice Reserve Status (580260)

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

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
363,033.00			Beginning Balance
\$363,033 Current Reserve Balance			

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
5,047,525.00 (\$399,308) ITS		12/23/14	Beginning Balance On Base DMS Enterprise License and Space
\$4,648,217 Current Reserve Balance			

Reserve for State Funding Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
500,000.00			Beginning Balance
\$500,000 Current Reserve Balance			

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
992,259.00			Beginning Balance
\$ 992,259 Current Reserve Balance			

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
2,147,424.00 (374,478.00)	Emergency Services	11/18/14	Beginning Balance Additional Costs at CTECC
\$1,772,946 Current Reserve Balance			

Annualization Reserve (580200)

Amount	Dept Transferred Into	Date	Explanation
714,606.00			Beginning Balance
\$714,606 Current Reserve Balance			

Sheriff's Office Overtime Reserve Status (580330)

Amount	Dept Transferred Into	Date	Explanation
1,715,000.00			Beginning Balance
\$1,715,000 Current Reserve Balance			

Future Grants Requirements Reserve (580140)

Amount	Dept Transferred Into	Date	Explanation
550,000.00			Beginning Balance
\$550,000 Current Reserve Balance			

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
71,722,124.00			Beginning Balance
(12,500,000.00)	TNR	9/30/14	Reimbursement Resolution for St Hwy 45 SW between Loop 1 (MOPAC) and FM 1626
(500,000.00)	Sheriff's Office	12/9/14	Reimbursement Resolution for Phase III of Upgrade to Perimeter Security Fencing at TC Correctional Complex
(7,496,700.00)	TNR	12/9/14	Reimbursement Resolution for Vehicles and Heavy Equipment
(9,809,922.00)	TNR	12/9/14	Reimbursement Resolution for Safety Improvements to Weiss Lane, Rowe Lane and McNeil Lane Drainage Improvements, and Taylor Lane
12,500,000.00	Unallocated Reserves	12/9/14	Return Reimbursement Resolution fund for State Hwy. 45 SW
\$ 53,915,502 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 01/06/2015, 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 Sarah Eckhardt

Review and approve annual contract with the Corporation for National and Community Service to continue the Retired and Senior Volunteer Program in the Health and Human Services and Veterans Service Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is an annual grant contract for an existing program.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

No County match is required.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio

County Judge's Office

Joe Hon

TRAVIS COUNTY

1/6/2015

Created 12-31-14 @ 3:15 pm

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE

FY 2015

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 #
Contracts											
158	Retired Senior Volunteer Program (DADS)*	09/01/14 - 08/31/15	\$24,484	\$0	\$0	\$0	\$24,484	0.00	R	MC	7

*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 2015 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, 2014, 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	Created
158	Emergency Food and Shelter Program Phase 32	07/01/14 - 05/31/15	\$25,000	\$0	\$0	\$0	\$25,000	0.00	10/28/2014	12/31/14
124	Formula Grant - Indigent Defense Program	10/01/14 - 09/30/15	\$888,548	\$0	\$0	\$0	\$888,548	0.00	10/28/2014	12/31/14
158	Travis County CAPITAL AmeriCorps Project	08/01/15 - 07/31/16	\$304,510	\$516,763	\$0	\$0	\$821,273	32.50	11/7/2014	12/31/14
119	Underage Drinking Prevention Program	10/01/15 - 09/30/16	\$173,908	\$0	\$35,951	\$55,000	\$264,859	3.00	11/25/2014	12/31/14

**Amended from original agreement.*

\$1,391,966 \$516,763 \$35,951 \$55,000 \$1,999,680 0.00

FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$81,868	\$0	\$0	\$0	\$81,868	1.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - SAMHSA/CSAT*	09/30/13 - 09/29/15	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - OJJDP*	10/01/10 - 01/31/15	\$424,979	\$0	\$141,667	\$0	\$566,646	2.50	10/14/2014
158	Retired and Senior Volunteer Program (RDADS)	09/01/14 - 08/31/15	\$14,282	\$0	\$0	\$0	\$14,282	0.00	10/21/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	1.00	10/28/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$344,003	\$0	\$0	\$0	\$344,003	0.00	10/28/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)*	01/01/14 - 12/31/14	\$810,134	\$0	\$0	\$0	\$810,134	0.00	10/28/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	10/28/2014
145	Texas Department of Agriculture - Direct Certification Award	11/01/14 - 10/31/15	\$274	\$0	\$0	\$0	\$274	0.00	10/28/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	11/4/2014
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.59	11/4/2014
145	National School Lunch/Breakfast Program and USDA Equipment Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	11/4/2014
158	Parenting in Recovery II*	09/30/13 - 09/29/15	\$618,816	\$259,000	\$0	\$0	\$877,816	2.00	11/4/2014
145	Drug Court and In-Home Family Services	09/01/14 - 08/31/15	\$159,616	\$17,735	\$0	\$0	\$177,351	1.80	11/4/2014
145	Streamlining Assessment Practices to Improve Youth	09/01/14 - 08/31/15	\$74,996	\$0	\$0	\$0	\$74,996	0.00	11/18/2014
145	Residential Substance Abuse Treatment	10/01/14 - 09/30/15	\$184,310	\$61,437	\$0	\$0	\$245,747	2.90	11/18/2014

FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Trauma Informed Assessment and Response	09/01/14 - 08/31/15	\$74,998	\$0	\$0	\$0	\$74,998	0.50	11/18/2014
145	The Eagle Soars	09/01/14 - 08/31/15	\$74,337	\$0	\$0	\$0	\$74,337	0.00	11/18/2014
155	Travis County Prostitution Prevention Program - Planning Grant*	01/01/14 - 08/31/15	\$40,000	\$0	\$0	\$0	\$40,000	0.00	12/2/2014
137	TX DOT Impaired Driving Mobilization FY 2015	12/09/14 - 09/30/15	\$14,999	\$5,177	\$0	\$0	\$20,176	0.00	12/9/2014
137	FY 2011 Byrne Justice Assistance Grant*	10/01/10 - 09/30/15	\$98,424	\$0	\$0	\$0	\$98,424	0.00	12/9/2014
155	Justice Reinvestment Initiative*	03/01/13 - 09/30/15	\$300,000	\$0	\$0	\$0	\$300,000	0.00	12/23/2014
124	Managed Assigned Counsel*	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	12/30/2014
145	Continuing the Culture of Safety	09/30/13 - 09/29/15	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	12/30/2014
158	Parenting in Recovery II	09/30/13 - 09/29/15	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	12/30/2014

**Amended from original agreement.*

\$5,239,028 \$925,988 \$141,667 \$17,088 \$6,323,771 17.72

FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Amount requested for PTC

created: 2-31-14 @ 3:15 pm

Has the General Fund been reimbursed?

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been reimbursed?
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	Yes
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	Yes
158	AmeriCorps	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014	Yes
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$8,930	\$0	\$8,930	0.50	11/30/2014	8/12/2014	No
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$15,123	\$0	\$15,123	0.50	11/30/2014	8/12/2014	Yes
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$15,475	\$0	\$15,475	1.00	11/30/2014	8/12/2014	Yes
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$17,373	\$0	\$17,373	1.00	11/30/2014	8/12/2014	Yes
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$13,160	\$0	\$13,160	1.00	10/31/2014	8/26/2014	Yes
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$16,263	\$0	\$16,263	1.00	12/1/2014	9/9/2014	Yes
158	Comprehensive Energy Assistance Program (CEAP)**	01/01/15 - 12/31/15	\$41,063	\$500,000	\$541,063	5.00	3/31/2015	12/9/2014	No
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/15 - 12/31/15	\$0	\$100,000	\$100,000	0.00	3/31/2015	12/23/2014	No

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FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	<i>Amount requested for PTC</i>				Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
			\$1,105,800	\$1,307,300	\$2,413,100	153.17				
Totals										

***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 #: 13RZWTX027

SAP #: 800365

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

Grant Title:	Retired Senior Volunteer Program (DADS)		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input type="text" value="Aug 31, 2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Corporation for National and Community Service (CNCS)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Texas Dept. on Aging and Disability Services (DADS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 24,484	\$ 0	\$ 0	\$ 0	\$ 24,484
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 24,484	\$ 0	\$ 0	\$ 0	\$ 24,484
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	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
Applicable Departmental Measures					
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
Measures for the Grant					
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:

The Health and Human Services and Veterans Service Department (HHSVS) is requesting Commissioners Court acceptance of a grant award from the Corporation for National and Community Service (CNCS) for the Retired Senior Volunteer Program (RSVP), which funds the Coming of Age Austin Metro program. The grant funds are passed through the Texas Department on Aging and Disability Services (DADS). The grant award requires a match, which is met through HHSVS's annual budget for the Coming of Age program. This award is for \$10,202, a portion of the total \$24,484 FY 2015 award. An award of \$14,285 was accepted by Commissioners Court on October 21, 2014.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS)—one is a pass-through from the Texas Department of Aging and Disability Services (DADS). While the grant guidelines waive the requirement that indirect costs be included in the grant budget if the budget is less than \$50,000, this particular grant budget is only slightly above over that threshold. Because the program has seen a large decrease in funding, PBO concurs with the department not including indirect costs in this grant application. There is no county cost share or grant match, and no long-term grant funding requirements, though the department notes that if the grant award was reduced or discontinued, the Coming of Age program would have to seek funding from other sources, including the General Fund.

PBO recommends acceptance of this award.

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

The Retired Senior Volunteer Program (RSVP), or Coming of Age Austin Metro as the program is called in Travis County, 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.

These grant funds enhance an existing program.

CNCS has already awarded \$14,282, which the Commissioners Court approved in October. This amendment is for the balance of \$10,202, which brings the total award for FY'15 to \$24,484.

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

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

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

CNCS has informed TCHSVS that there is not a match requirement for this grant.

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

Coming of Age receives two grants from CNCS: The RSVP DADS grant and a larger grant of \$50,495. This larger grant was reduced from \$63,119 in FY'11 to \$50,495. (The amount of the current grant is actually \$52,995 due to a one-time only increase of \$2,500.) 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.

The DADS 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
& VETERANS SERVICE**
P. O. Box 1748 * Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
Office (512) 854-4100 * Fax (512) 279-2197

M E M O R A N D U M

Date: December 17, 2014

To: Travis County Commissioners Court

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

Subject: Corporation for National and Community Service RSVP Grant involving funds from the Texas Department of Aging and Disability Services

Proposed Motion:

Consider and take appropriate action to approve the balance of a Corporation for National and Community Service RSVP grant involving funds from the Texas Department of Aging and Disability Services to help fund the Coming of Age program in FY'15.

Summary and Staff Recommendation:

The Retired Senior Volunteer Program (RSVP), or Coming of Age Austin Metro as the program is called in Travis County, 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.

Coming of Age receives two RSVP grants from the Corporation for National and Community Service (CNCS). The RSVP (CNCS) grant is for \$52,995 and runs from 4/1/14 – 3/31/15. The RSVP (DADS) grant is for \$24,484 and runs from 9/1/14 – 8/31/15.

The FY'15 RSVP (DADS) grant was split into two awards. The Commissioners Court approved \$14,282 on 10/21/14. CNCS has now provided the balance of \$10,202.

TCHHSVS staff recommends approving the balance of this grant.

Budgetary and Fiscal Impact:

CNCS split the \$24,484 for FY'15 into two awards. The first installment was for \$14,282 and the second installment is for \$10,202. There is not a match requirement for this grant.

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
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office

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

EIN: 746000192

Award Information

Agreement No.:	13RZWTX027	Project Period:	09/06/2013 - 08/31/2015
Amendment No.:	5	Budget Period:	11/15/2013 - 08/31/2015
CFDA No.:	94.002	Grant Year:	2

Award Description

Award funds

Purpose

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

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$24,484	\$24,484
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$24,484	\$24,484

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$14,282
Total CNCS Funds Awarded to Date	\$38,766

Funding Source and Amount

2015--OPE1-Q53-OPO-22413-4101	\$24,484.00
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Special Conditions

Costs allowed under this grant are limited to those categories contained in signed application package dated 10/06/14.

All other terms and conditions remain unchanged.

Terms of Acceptance: By accepting funds under this grant, the Grantee agrees to comply with all terms and conditions of the grant that are on the Corporation's website at https://egrants.cns.gov/termsandconditions/RSVPTandC_Revised20140114.pdf, all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget(s), supporting documents, and other representations made in support of the approved Grant application.

Corporation for National and Community Service:

Notice of Grant Award

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

Retired and Senior Volunteer Program

Grantee

Travis Co. through Travis Co. Health and Human Services and Veterans Service
PO Box 1748 Austin TX 78767-1748

EIN: 746000192

Corporation for National and Community Service:



12/05/2014

Signature

Date

Keisa Thompson

Name (typed)

Senior Grants Officer

Title

Keisa Thompson, 215-964-6334

Grants Official

Leslie McLain, (512)916-5671

Program Official

BY: _____

Sarah Eckhardt

Travis County Judge

Date: _____

December 17, 2014 3:02 PM

Travis County DADS Funding**Travis Co. through Travis Co. Health and Human Services and Veterans**

Application ID: 14SR166176

Service

Budget Dates: 09/06/2013 - 08/31/2015

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses				
B. Personnel Fringe Benefits				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Project Staff Travel				
Local Travel				
Long Distance Travel				
Total	\$0	\$0	\$0	\$0
D. Equipment				
E. Supplies				
F. Contractual and Consultant Services	300	300	0	0
I. Other Volunteer Support Costs				
Criminal Background Check	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
Section I. Subtotal	\$300	\$300	\$0	\$0
Section II. Volunteer Expenses				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	1,284	1,284	0	0
Recognition	9,200	9,200	0	0
Volunteer Travel	13,700	13,700	0	0
Total	\$24,184	\$24,184	\$0	\$0
Section II. Subtotal	\$24,184	\$24,184	\$0	\$0
Budget Totals	\$24,484	\$24,484	\$0	\$0
Funding Percentages		100%	%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

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Retired Senior Volunteer Program Terms and Conditions

Interest Bearing Account Must Maintain Advance Federal Funds

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

Recognition Events

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

Lobby Disclosure

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

External Evaluation And Data Collection

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

Grant Period

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

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

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

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

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

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

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

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

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

Federal Financial Reporting - Disbursements

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

Annual Progress Report

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

Recognition of Federal Funding

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

Program/Project Manager Authority

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

Program Income

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

Requirement for Central Contractor Registration (CCR)

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

Requirement for Data Universal Numbering System (DUNS) Numbers

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

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

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

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

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

b. Reporting Total Compensation of Recipient Executives.

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

Trafficking Victims Protections Act of 2000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Whistleblower Protection

(a) This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) Under this pilot program, an employee of a grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(c) The Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>.

Senior Corps Branding

"RSVP" must be included in all references to the project. Accordingly, "RSVP" must be included in the title of the project as listed on the grant application, and in all project promotions for the duration of the project period, including but not limited to recruitment, recognition, and publicity.



Travis County Commissioners Court Agenda Request

Meeting Date: 1/6/15

Prepared By/Phone Number: Elijo Arjona, 854-4555

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106 *Don*

Commissioners Court Sponsor: Judge Sarah Eckhardt

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 from Travis County Commissioner Precinct 2 for a variance to Travis County Code § 10.03006, New Hires;

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Action – Pages 5 - 7.

Travis County Commissioner Precinct 2 requests approval for a hire with a salary greater than 10% above midpoint. Travis County Code § 10.03006, Position 30000011, Executive Asst-Elected Official, PG 19. HRMD has reviewed supporting documentation; and concurs; PBO 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.

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



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

January 6, 2015

ITEM # :

DATE: December 24, 2014

TO: Sarah Eckhardt, County Judge
Ron Davis, Commissioner, Precinct 1
Brigid Shea, 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.

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Travis County Commissioner Precinct 2 requests approval for a hire with a salary greater than 10% above midpoint. Travis County Code § 10.03006, Position 30000011, Executive Asst-Elected Official, PG 19. HRMD has reviewed supporting documentation; and concurs; PBO 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	CURRENT		NEW	
				Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
New Hire	New Hire	01/02/2015	N/A	N/A	1000 - County Judge	30000001 / Executive Asst / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$40,000.00	
New Hire	New Hire	12/22/2014	N/A	N/A	1400 - Information Technology Service	3000381 / Application Dev Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$62,000.00	
Re-Hire	Re-Hire	01/02/2015	N/A	N/A	1100 - County Commissioner 2	30000013 / Executive Asst / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$49,000.00	
Mobility	Career Ladder	12/01/2014	3300 - District Attorney	30050178 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$69,095.87	3300 - District Attorney	30050178 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$77,956.53	
Mobility	Career Ladder	12/01/2014	3300 - District Attorney	30001373 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$86,927.16	3300 - District Attorney	30001373 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$91,273.52	
Mobility	Career Ladder	12/01/2014	3300 - District Attorney	30001359 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$81,295.23	3300 - District Attorney	30001359 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$85,359.99	
Mobility	Career Ladder	01/01/2015	3650 - Juvenile Probation	30004281 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$33,703.29	3650 - Juvenile Probation	30004281 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,388.45	

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	Interdpt Change	01/01/2015	1100 - County Commissioner 2	30000012 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$65,222.09	1000 - County Judge	30000002 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$65,222.09	
Mobility	Interdpt Change	01/01/2015	1100 - County Commissioner 2	30000013 / Executive Asst / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$57,104.95	1000 - County Judge	30000003 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$57,104.95	
Mobility	Interdpt Change	01/01/2015	3150 - County Clerk	30000917 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$56,042.97	1000 - County Judge	30000005 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$56,042.97	
Mobility	Interdpt Change	01/01/2015	1000 - County Judge	30000005 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$54,480.73	1100 - County Commissioner 2	30000012 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$54,480.73	
Mobility	Interdpt Change	12/23/2014	3200 - District Clerk	30001092 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,305.81	3250 - Civil Courts	30001242 / Judicial Aide / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,000.00	
Mobility	Interdpt Change	01/01/2015	3200 - District Clerk	30001096 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,785.56	3250 - Civil Courts	30001200 / Court Operations Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,516.72	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	Interdpt Change	01/01/2015	3325 - Criminal Courts	30001528 / Court Reporter / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$72,718.13	3250 - Civil Courts	30053026 / Court Reporter / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$78,950.79	
Mobility	Interdpt Change	01/01/2015	3200 - District Clerk	30001134 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$41,871.00	3250 - Civil Courts	30053027 / Judicial Aide / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$45,000.00	
Mobility	Full-Time to Part-Time	12/14/2014	3100 - County Attorney	30000851 / Law Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	3100 - County Attorney	30000851 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / \$17,304.25	
Mobility	Promotion	12/22/2014	3250 - Civil Courts	30001242 / Judicial Aide / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,134.72	3250 - Civil Courts	30053028 / Court Operations Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,516.72	

NON-ROUTINE ACTION – NEW HIRE				
Dept. (From)	Position / Position Title / Employee Subgroup / Grade / Level / Salary	Dept. (To)	Position / Position Title / Employee Subgroup / Grade / Level / Salary	Comments
N/A	N/A	1100 - County Commissioner 2	30000011 / Executive Asst- Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$64,000.00	New Hire. Pay is greater than 10% above midpoint, Travis County Code § 10.03006.

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

Sarah Eckhardt, County Judge

Ron Davis, Commissioner, Pct. 1

Brigid Shea, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

HRMD

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

MEMORANDUM

DATE: December 24, 2014

TO: Sarah Eckhardt, County Judge
Ron Davis, Commissioner, Precinct 1
Brigid Shea, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning & Budget

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Commissioner Prec. 2 - Non-Routine Hiring Action, Position 30000011

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

Comm. Precinct 2's Request:

Commissioner Precinct 2's Office requests approval to pay one new hire (Executive Asst. – Elected Official) (PG 19) a salary of \$64,000. The pay action would apply to the following position:

<u>Position #</u>	<u>Title/PG</u>	<u>Salary</u>
30000011	Exec Asst – Elect Off PG 19	\$64,000.00

Policy:

Travis County Code §10.03006(a) states that all new hires paid above midpoint + 10% require Commissioners Court approval.

Issues:

In Pay Grade 19, the midpoint + 10% threshold is \$62,351.54. The proposed salary is above this figure and makes this hiring action non-routine.

6

Recommendation:

HRMD recommends approval of the proposed salary. While the salary is above the policy threshold, the employee is highly experienced. Commissioners Court has historically allowed a certain amount of flexibility regarding salaries for new elected official staff provided the requests are within the office budget and within reason. Both elements are present here. The Planning and Budget Office (PBO) has confirmed funding. The action would be effective January 2, 2015.



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By/Phone Number: Stephanie Holder/854-4821 *PH*

Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive - Succession

Commissioners Court Sponsor: Judge Sarah Eckhardt

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 \$937,643.97 for the period of December 19 to December 25, 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 \$937,643.97.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$937,643.97

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: January 6, 2015

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: December 19 to December 25, 2014

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$937,643.97

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 \$937,643.97.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
DECEMBER 19, 2014 TO DECEMBER 25, 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: January 6, 2015
 TO: Nicki Riley, County Auditor
 FROM: Stephanie Holder, HR Financial Analyst
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:

FROM: December 19, 2014
 TO: December 25, 2014

REIMBURSEMENT REQUESTED: \$ 937,643.97

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC:	\$ 1,840,306.53
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 23, 2014	\$ (902,662.56)
SAP corr	\$ -
Misc Adj	\$ -
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 937,643.97
*TRANSFER OF FUNDS REQUESTED:	\$ 937,643.97

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


All claims over \$25,000 (4 this week totaling \$230,623.06) 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 (\$118,180.99) 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 \$300,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by United Healthcare; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from UHC total \$0.00.

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.

 12/29/2014
 Debbie Maynor, Director, HRMD Date

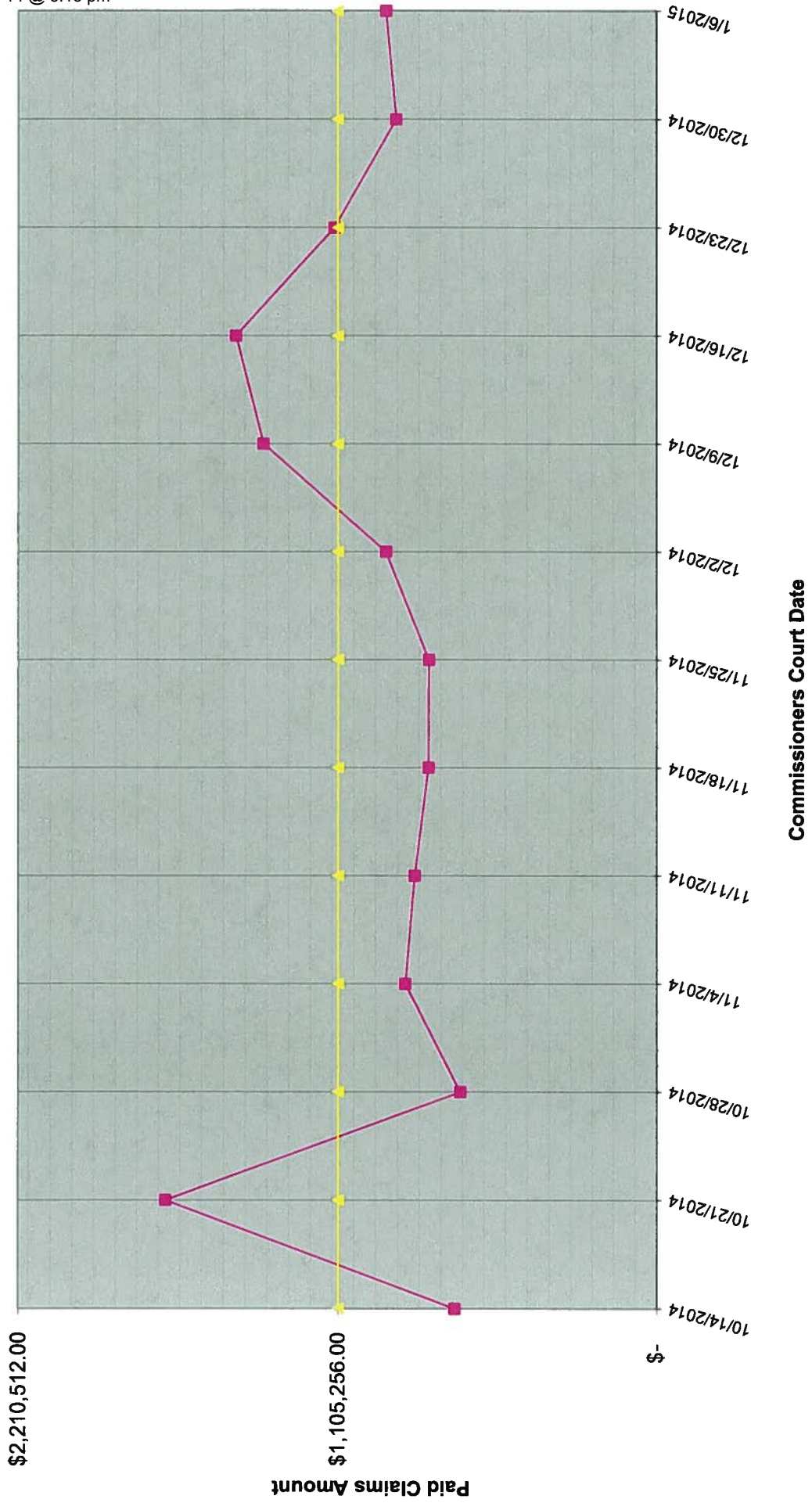
John Rabb, Benefits Manager Date

 12/29/14
 Shannon Steele, Benefits Administrator Date

 12/29/14
 Stephanie Holder, 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
FY15 Paid Claims vs Original Weekly Claims Budget of \$1,105,255.79**



**Travis County Employee Benefit Plan
FY15 Weekly Paid Claims VS Weekly Budgeted Amount**

W k	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2015 % of Budget Spent	FY 2014 % of Budget Spent
1	9/26/2014	10/2/2014	10/14/2014	\$ 702,414.24	\$ 1,105,255.79	1	\$ 36,024.96	1.22%	1.54%
2	10/3/2014	10/9/2014	10/21/2014	\$ 1,701,688.17	\$ 1,105,255.79	3	\$ 276,037.29	4.18%	3.83%
3	10/10/2014	10/16/2014	10/28/2014	\$ 683,056.24	\$ 1,105,255.79	2	\$ 72,871.17	10.68%	5.05%
4	10/17/2014	10/23/2014	11/4/2014	\$ 873,051.56	\$ 1,105,255.79	3	\$ 173,867.60	12.20%	7.53%
5	10/24/2014	10/30/2014	11/11/2014	\$ 840,910.26	\$ 1,105,255.79	5	\$ 180,468.80	13.66%	8.85%
6	10/31/2014	11/6/2014	11/18/2014	\$ 792,514.51	\$ 1,105,255.79	2	\$ 91,682.68	15.04%	11.44%
7	11/7/2014	11/13/2014	11/25/2014	\$ 790,974.66	\$ 1,105,255.79	3	\$ 121,763.79	16.42%	12.52%
8	11/14/2014	11/20/2014	12/2/2014	\$ 939,734.78	\$ 1,105,255.79	6	\$ 318,028.63	18.05%	14.49%
9	11/21/2014	11/27/2014	12/9/2014	\$ 1,361,780.14	\$ 1,105,255.79	11	\$ 598,909.49	20.42%	16.12%
10	11/28/2014	12/4/2014	12/16/2014	\$ 1,456,656.19	\$ 1,105,255.79	5	\$ 814,682.54	22.96%	18.23%
11	12/5/2014	12/11/2014	12/23/2014	\$ 1,116,625.59	\$ 1,105,255.79	5	\$ 557,950.03	24.90%	19.30%
12	12/12/2014	12/18/2014	12/30/2014	\$ 902,662.56	\$ 1,105,255.79	6	\$ 257,060.40	26.47%	21.03%
13	12/19/2014	12/25/2014	1/6/2015	\$ 937,643.97	\$ 1,105,255.79	4	\$ 230,623.06	28.10%	23.39%
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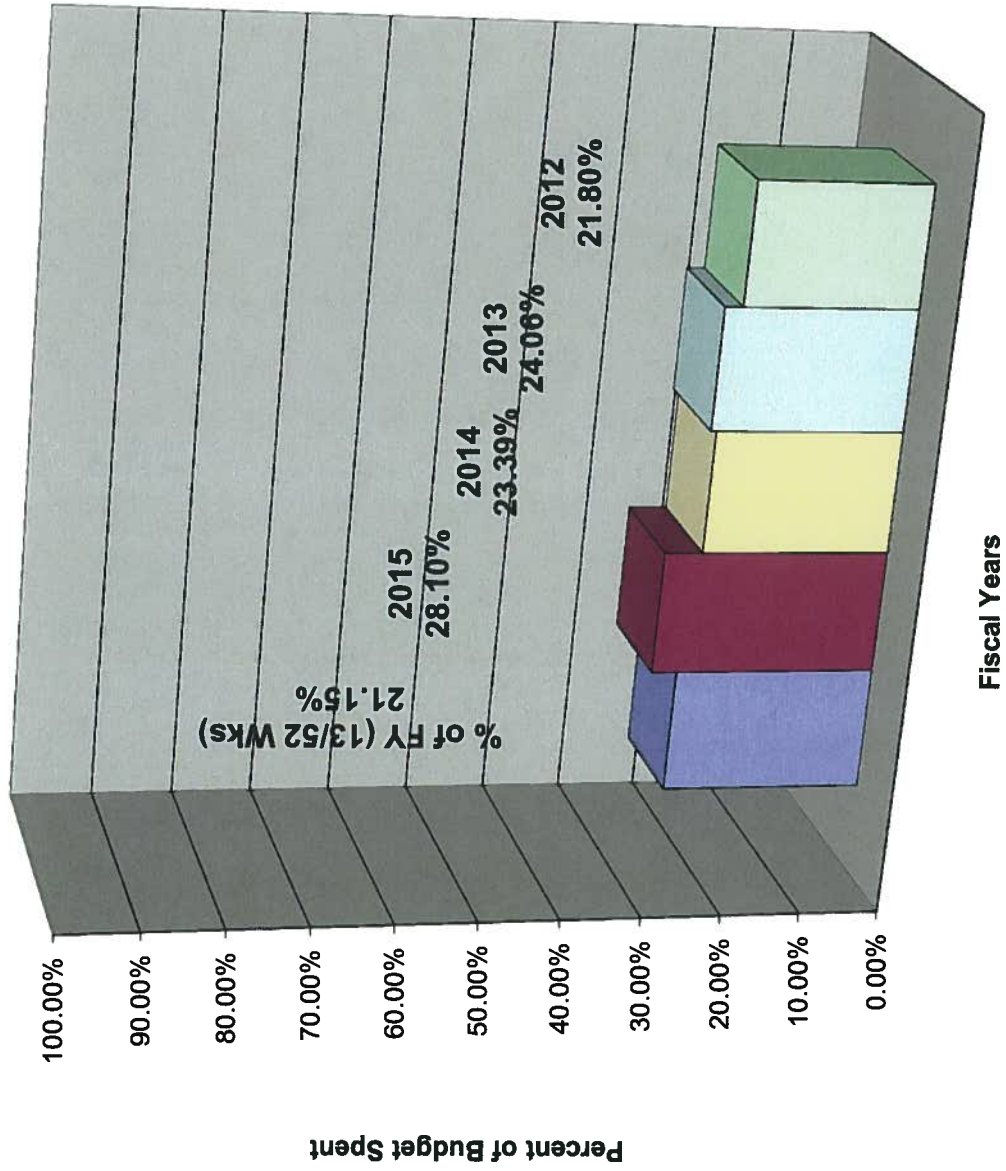
Claims (net) & Budget to Date	\$ 16,151,878.08	\$ 14,368,325.25
Gross Paid Claims over (under) Revised Budget		\$ 1,783,552.83

stop loss \$ -
Pharmacy \$ 3,052,165.21

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 13**





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Secured Message

[Reply](#)

[ReplyAll](#)

From: SIFSFX@UHC.COM
To: STEPHANIE.HOLDER@TRAVISCOUNTYTX.GOV
Date: December 29, 2014 4:42:15 AM GMT
Subject: Secure Message from sifsfax@uhc.com

TO: STEPHANIE HOLDER FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-12-29 REQUEST AMOUNT: \$00.00

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: 2014-12-26	\$827,734.47
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$1,840,306.53

= UNDER(OVER) DEPOSIT:	\$00.00
------------------------	---------

+ CURRENT DAY NET CHARGE:	\$48,467.71
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT:	\$00.00
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ACTIVITY FOR WORK DAY: 2014-12-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$48,467.71	\$00.00	\$48,467.71
TOTAL:	\$48,467.71	\$00.00	\$48,467.71

The request amount has been charged to your Bank Account.
Please remit this amount immediately to the account number shown below:
ACCT 385015850067

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_12_25

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.01 QG		12754466 AH		9	12/22/2014	100	12/24/2014	12/25/2014
701254	632	0.01 QG		12754466 AH		9	12/22/2014	100	12/24/2014	12/25/2014
701254	632	0.01 QG		12754466 AE		1	12/22/2014	100	12/24/2014	12/25/2014
701254	632	0.01 QG		12754466 AE		8	12/22/2014	100	12/24/2014	12/25/2014
701254	632	0.01 QG		12754466 AE		9	12/22/2014	100	12/24/2014	12/25/2014
701254	632	0.01 QG		12754466 AE		1	12/22/2014	100	12/24/2014	12/25/2014
701254	632	-8.86 A1		4420043 AE		6	12/16/2014	200	12/23/2014	12/25/2014
701254	632	-14.45		424043 AA	26	1	12/17/2014	50	12/22/2014	12/25/2014
701254	632	-15 QG		62578562 AA	26	8	12/18/2014	50	12/24/2014	12/25/2014
701254	632	-60.87		424958 AH	26	1	12/17/2014	50	12/22/2014	12/25/2014
701254	632	-65.75 QG		22486022 AH	26	1	8/18/2014	50	12/23/2014	12/25/2014
701254	632	-100 QG		5446907 AE	26	8	10/3/2014	50	12/24/2014	12/25/2014
701254	632	-688.8 QG		82582205 AH	26	7	12/16/2014	50	12/22/2014	12/25/2014
701254	632	-1595.59		424177 AE	26	7	12/17/2014	50	12/22/2014	12/25/2014
701254	632	-9980.69		424044 AH	26	1	12/17/2014	50	12/22/2014	12/25/2014
701254	632	-51271.9		424226 AH	26	8	12/17/2014	50	12/22/2014	12/25/2014
		<u>937,643.97</u>								

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/25/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/25/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 305,046.33
	RR	1110068956	516110	\$ 13,108.46
			Total CEPO	\$ 318,154.79
EPO	EE	1110068956	516030	\$ 154,538.00
	RR	1110068956	516130	\$ 9,413.51
			Total EPO	\$ 163,951.51
PPO	EE	1110068956	516020	\$ 406,314.24
	RR	1110068956	516120	\$ 49,223.43
			Total PPO	\$ 455,537.67
			Grand Total	\$ 937,643.97



Travis County Commissioners Court Agenda Request

Meeting Date: January 6th, 2015

Prepared By/Phone Number: Rachel Fishback. 512.854.9853

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Auto Body Repair, IFB No. 1410-005-RF, to the following low responsible bidders:

A. Group 1 – Cars and Light Trucks

1. Kaiser and Sons, d/b/a Network Auto Body and Paint Shop (Primary)

2. Pattison and Sons Inc., d/b/a Two Day Body Shop (Secondary)

B. Group 2 – Heavy Trucks

1. Limons Road Service (Primary)

2. Pattison and Sons Inc., d/b/a Two Day Body Shop (Secondary)

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

This contract requires for the vendors to provide Auto Body Repair Services to Travis County Transportation and Natural Resources.

On November 24th, 2014, IFB No. 1410-005-RF was issued through BidSync. Five (5) bids were received on December 15th, 2014. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award on a group basis to the primary and secondary bidders listed above.

Travis County reserved the right to make multiple awards as specified in Special Provisions, Paragraph 4, Method of Award.

Alliance Body and Paint was the second lowest bidder for Group 2, Heavy Trucks. However, TNR does not recommend award of a secondary contract to Alliance Body and Paint because the vendor has provided low quality work and performance has been poor over the past year.

➤ **Contract-Related Information:**

Award Amount: estimated requirement

Contract Type: Annual, Unilateral

Contract Period: January 14, 2015 through January13, 2016

➤ **Solicitation-Related Information:**

Solicitation Viewed: 16

Responses Received: 5

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

☐ SAP Shopping Cart #:

☐ Funding Account(s):

☒ Comments: Requisitions are processed at time of requirement



Bid #1410-005-RF
AUTO BODY REPAIR

Lot: GROUP 1 - CARS AND LIGHT TRUCKS

Item #	Item	Qty	Unit	Alliance Body & Paint		Two Day Body Shop		Limon's Road Service		Network Auto Body		Aguirrie Paint & Body	
				Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
01-01	Body and Fender Labor	800	hour	\$32	\$25,600	\$40	\$32,000	\$42	\$33,600	\$27	\$21,600	no bid	no bid
01-02	Frame Labor	100	hour	\$38	\$3,800	\$40	\$4,000	\$55	\$5,500	\$22	\$2,200	no bid	no bid
01-03	Mechanical Labor	50	hour	\$70	\$3,500	\$40	\$2,000	\$65	\$3,250	\$37	\$1,850	no bid	no bid
01-04	Paint Refinishing Labor	500	hour	\$32	\$16,000	\$40	\$20,000	\$42	\$21,000	\$27	\$13,500	no bid	no bid
01-05	Paint Material Cost Rate	500	hour	\$30	\$15,000	\$30	\$15,000	\$26	\$13,000	\$22	\$11,000	no bid	no bid
01-06	OEM Materials Cost Markup	1	percentage	10%	\$1,100	20%	\$1,200	15%	\$1,150	20%	\$1,200	no bid	no bid
01-07	After Market Material Markup	1	percentage	10%	\$1,100	10%	\$1,100	20%	\$1,200	20%	\$1,200	no bid	no bid
				\$66,100		\$75,300		\$78,700		\$52,550			

Lot: GROUP 2- HEAVY TRUCKS

Item #	Item	Qty	Unit	Alliance Body & Paint		Two Day Body Shop		Limon's Road Service		Network Auto Body		Aguirrie Paint & Body	
				Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
02-01	Body and Fender Labor	25	hour	no bid	no bid	\$55	\$1,375	\$55	\$1,375	no bid	no bid	\$70	\$1,750
02-02	Frame Labor	25	hour	no bid	no bid	\$100	\$2,500	\$60	\$1,500	no bid	no bid	\$85	\$2,125
02-03	Mechanical Labor	25	hour	no bid	no bid	\$85	\$2,125	\$75	\$1,875	no bid	no bid	\$95	\$2,375
02-04	Paint Refinishing Labor	25	hour	no bid	no bid	\$50	\$1,250	\$42	\$1,050	no bid	no bid	\$70	\$1,750
02-05	Paint Material Cost Rate	25	hour	no bid	no bid	\$30	\$750	\$26	\$650	no bid	no bid	\$30	\$750
02-06	OEM Materials Cost Markup	1	percentage	no bid	no bid	20%	\$1,200	20%	\$1,200	no bid	no bid	25%	\$1,250
02-07	After Market Material Markup	1	percentage	no bid	no bid	10%	\$1,100	15%	\$1,150	no bid	no bid	25%	\$1,250
						\$10,300		\$8,800				\$11,250	

Per solicitation specifications, the following formula was used to convert the percentage markup to a dollar amount for bid evaluation purposes only:

$\$1000 \times \% \text{ MARKUP} + \$1000 = \$ \text{ Markup}$ (example: Bidder bids a 10% markup, then the formula will be $\$1000 \times .10 + \$1000 = \$1100$)

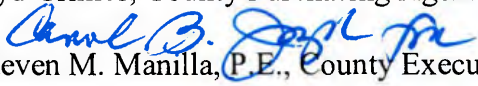


TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca, 5th Floor
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

December 18, 2014

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM:  Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Solicitation 1410-005-RF
Auto Body Repair

TNR has reviewed the above referenced solicitation responses and recommends award as follows:

Group I	Cars and Light Trucks	Primary	Network Auto Body
		Secondary	Two Day Body Shop
Group II	Heavy Trucks	Primary	Limon's Road Service
		Secondary	Two Day Body Shop

Alliance will not be awarded as secondary contract for Heavy Trucks, even though they were the second lowest bidder. The vendor has provided low quality work and performance has been poor. TNR recommends Two Day Body Shop the third lowest bidder to be awarded as secondary contract for Group II.

The product category for Vehicle Body Repair and Painting Services is 78181501. The primary cost centers are 1490350001 and 1490350145.

If you need additional information, please contact April Rodriguez at 854-7676.

AR:SMM:ar
Contract File



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

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

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

Approve contract award for MEP engineering design services for replacement of air conditioning chillers at the Gardner Betts Juvenile Justice Center to CDMtek Facility Solutions.

- **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 Juvenile Probation Department (JPD) requires professional MEP engineering services for the replacement of air conditioning chillers at the Gardner Betts Juvenile Justice Center, located at 2515 South Congress Avenue, Austin, Texas. The purpose of this project is to design the replacement of two existing air conditioning chillers, which have had costly repetitive failures and are in need of replacement, to continue to meet the needs of the facility.

After reviewing the statements of qualifications of the County's pre-qualified list of MEP engineering consultants, JPD recommended CDMtek Facility Solutions, a pre-qualified professional engineering firm with expertise in these types of services, as the most highly qualified firm to complete this project. The Purchasing Office and JPD have since negotiated the terms and fees of the attached Professional Services Agreement (PSA) with CDMtek Facility Solutions.

JPD recommends, and Purchasing concurs, that the County award a contract to CDMtek Facility Solutions in the amount of \$78,913.00.

- **Contract-Related Information:**

Award Amount: \$78,913.00

Contract Type: Professional Services

Contract Period: Through Completion of Services

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

➤ **Funding Information:**

- ☐ SAP Shopping Cart #:
- ☒ Funding Account(s): 1450010001 / 511530
- ☒ Comments: FRD No. 300001425; Please see PBO's attached statement regarding funding for the construction phase of the project.



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*
Estela P. Medina
Chief Juvenile Probation Officer

RE: MEP Engineering services for Chiller Project

DATE: December 22, 2014

The Travis County Juvenile Probation Department has reviewed the proposal for MEP professional engineering services and recommends CDMtek to provide services for our chiller project.

CDMtek is an Austin based MEP professional engineering firm that provided a facility assessment and report for the Gardner Betts Facility, dated August 18, 2013. Included in that document is an engineering condition report for the two chillers being scheduled for replacement. Given their working knowledge with the equipment and the associated systems at Gardner Betts, the department believes CDMtek may be able to meet the goals of this project; including the timeline. Cost of all project phases is \$78,913.00.

Vendor: 1000017743
Cost center: 1450010001
GL#: 511530
Fund Reservation#: 30001425

If you need additional information in order to proceed, please do not hesitate to call Michael Williams at 512-854-7011.

cc: Etuk Inyang
Britt Canary
Sylvia Mendoza

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of **\$78,913.00**.

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

- (i) Design Phase: includes: Pre-Design Phase,
Programming Phase, Schematic Design Phase,
Design Development Phase, and
Construction Contract Documents Phase **\$60,913.00**
- (ii) Bidding Phase: includes Bidding Phase **\$ 4,000.00**
- (iii) Construction Phase: includes Construction Contract
Administration Phase and Close-out Documents and
Drawings **\$14,000.00**

Basic Services Total: \$78,913.00

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.
- 3.4 County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

EXHIBIT 2
HOURLY RATES

Senior Engineer	\$120
Staff Engineer	\$85
Automation Engineer.....	\$115
Plumbing Engineer	\$80
CA Manager	\$80
A/C & Electrical Trades Professionals	\$80
CAD support.....	\$60
Admin.....	\$45

PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and CDMtek Facility Solutions ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of the replacement of two air-conditioning chillers at the Gardner Betts Juvenile Justice Facility (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 Travis County has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the Travis County Chief Juvenile Probation Officer (the "Director"), has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in

those documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached to and made a part of this Agreement for all purposes. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2

BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 The Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code with City of Austin amendments
- b. International Fire Code with City of Austin amendments
- c. Uniform Plumbing Code with City of Austin amendments
- d. Uniform Mechanical Code with City of Austin amendments
- e. International Energy Code with City of Austin amendments
- f. National Electrical Code with City of Austin amendments
- g. Texas Accessibility Standards

2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

SECTION 3 CONSTRUCTION COST

3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").

3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.

3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is

recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.

- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4

COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.

- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the Director), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the Director (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the Director. The Director will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that

phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.

- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the Director, the County Project Manager, and the Purchasing Agent.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.

- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the Director), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the

payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.

- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.
- 10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.
- 10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail

the services performed under this Agreement prior to the effective date of termination.

- 10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

- 10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
 - 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
 - 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in

similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.

11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.

11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.

11.8 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

(i) the existence of the claim, or other action, within ten (10) working days after being notified of it;

(ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;

(iii) the alleged basis of the claim, action or proceeding;

(iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

(v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the

County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
- Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.
- 14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given. The notice will be given and deemed to have been given on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

Ref Document Number	Funds Center	Fund	Commitment	Commitment item name	Amount to be checked against payment bud	Document Type	Amount type	Val type text	Posting Date	Text	Comments
300001225	1458000001	0001	510260	Safety Sup&Eqp	211725.00	FC	Following year carryforward	Funds Reservation	7/10/2014	Camera Surveillance	
300001225					211725.00						
300001228	1458000001	0001	511890	Olh Cstl Sv	320000.00	FC	Following year carryforward	Funds Reservation	7/11/2014	TC-JPD master plan	
300001228					320000.00						
300001425	1450010001	0001	511530	Bldg Reprs&Mnt	99217.00	FC	Following year carryforward	Funds Reservation	9/24/2014	additional HVAC projects	HVAC project
300001425					99217.00						
300001426	1450010001	0001	511530	Bldg Reprs&Mnt	207097.50	FC	Following year carryforward	Funds Reservation	9/24/2014	Ongoing building projects	HVAC project
300001426					207097.50						
300001446	1450010001	0001	511530	Bldg Reprs&Mnt	11332.00	FC	Following year carryforward	Funds Reservation	9/26/2014	ongoing building project	HVAC project
300001446					11332.00						
300001561	1450220001	0001	511130	Case Mgmt Sv	0.08	FC	Original	Funds Reservation	11/13/2014	SW Family Keys gen fund	
300001561					0.08						
300001595	1450010001	0001	511890	Olh Cstl Sv	100000.00	FC	Original	Funds Reservation	12/11/2014	juvenile justice solutions	
300001595					100000.00					Judge Werner Meurer	
				Total fund reservations	949371.58						
Total for Building projects					\$ 317,646.50						

TODAY'S DATE: 12/18/14 3:15 pm

SUBJECT: COTEX MEP Service, Fun
chiller

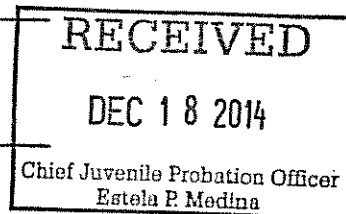
FROM: MIKE

TO: Sylvia Date Received

☒ Review ☐ Sign/Initial

ORIGINAL DUE DATE:

EXTENSION DATE:



FORWARD TO: Chief Date Received

☐ Review ☒ Sign/Initial

COMMENTS:

MEP professional engineering
Recommendation letter to
have COTEX provide
service

RETURN TO: MIKE Date Received

☐ Mail ☐ Hand Deliver

Date Sent



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: December 30, 2014

RE: Juvenile Probation Funding for Replacement Chiller

The Juvenile Probation Department plans to solicit Mechanical, Electrical, and Plumbing (MEP) professional engineering services for chiller replacement in the department's facilities, and has requested the assignment of a Purchasing Office buyer to assist in this process.

Juvenile Probation has received initial quotes for two replacement chillers, at a total of \$1,510,000. PBO notes that the department does not have sufficient funds to cover the large anticipated cost of replacement chillers for the facility.

The department became aware of this need in late summer, and the FY 2015 budget process was completed before PBO was aware of this issue. The department has indicated that these replacement chillers constitute an emergency for the department. One chiller has completely failed, and the other is in danger of failing soon. The department hopes to complete the installation of the equipment before the warm spring temperatures arrive and the living and work environment becomes uncomfortable or fails to meet standards for a residential facility.

PBO is working to determine what funds can be found midyear for this unanticipated expense. The services of the MEP engineer work will assist the department in obtaining a quote that is more accurate. The Juvenile Probation Department will be able to fund the MEP professional engineering services using FY 2014 funds reservations that encumbered available funds in anticipation of necessary facilities work. The funds encumbered at year-end will not be sufficient to fund the larger project of purchasing and installing new equipment.

PBO and the Juvenile Probation Department will continue to work toward an effective funding solution and will bring a proposal before Commissioners Court when the approval of the second phase of the project becomes necessary.

cc: Cyd Grimes, Purchasing Agent
Leroy Nellis, Interim County Executive, PBO
Estela Medina, Chief Juvenile Probation Officer

Travis Gatlin, Diana Ramirez, PBO

Jorge Talavera, Purchasing Office

Sylvia Mendoza, Michael Williams, Juvenile Probation

Jessica Rio, Budget Director, PBO



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

CDMTEK FACILITY SOLUTIONS

FOR

**MEP ENGINEERING SERVICES FOR DESIGN OF REPLACEMENT OF A/C
CHILLERS AT THE GARDNER BETTS JUVENILE JUSTICE CENTER**

CONTRACT NO. 4400002344

JUVENILE PROBATION DEPARTMENT

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PROFESSIONAL SERVICES AGREEMENT ("PSA")**STATE OF TEXAS**

§

§

COUNTY OF TRAVIS

§

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and CDMtek Facility Solutions ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of the replacement of two air-conditioning chillers at the Gardner Betts Juvenile Justice Facility (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 Travis County has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the Travis County Chief Juvenile Probation Officer (the "Director"), has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in

those documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 **Project Management; Key Personnel.** Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached to and made a part of this Agreement for all purposes. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 The Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code with City of Austin amendments
- b. International Fire Code with City of Austin amendments
- c. Uniform Plumbing Code with City of Austin amendments
- d. Uniform Mechanical Code with City of Austin amendments
- e. International Energy Code with City of Austin amendments
- f. National Electrical Code with City of Austin amendments
- g. Texas Accessibility Standards

2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

SECTION 3 CONSTRUCTION COST

3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").

3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.

3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is

recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.

- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.

- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the Director), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the Director (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the Director. The Director will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that

phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.

- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the Director, the County Project Manager, and the Purchasing Agent.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.

- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the Director), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the

payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.

- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.
- 10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE.** County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.
- 10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail

the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in

similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:
- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
 - (iii) the alleged basis of the claim, action or proceeding;
 - (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (v) the name or names of any person against whom this claim is being made.
- 11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.
- 11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the

County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 **VENUE.** This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 **SEVERABILITY.** If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 **EQUAL OPPORTUNITY IN EMPLOYMENT.** Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 **CERTIFICATION OF CONSULTANT.** Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
- Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.
- 14.5 **NOTICE.** Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given. The notice will be given and deemed to have been given on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

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

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

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

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

CDMtek Facility Solutions
Chris Mansour, PE, President
PO Box 13513
Austin, Texas 78711

- 14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.
- 14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:
- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
 - (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.
- 14.7.1 "Was doing business" and "has done business" mean:
- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- but does not include:
- (c) any retail transaction for goods or services sold to a Key Contracting Person at a

posted, published, or marked price available to the general public;

- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Juvenile Probation Department. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

14.9 PAYMENTS. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

Travis County Juvenile Probation 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:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

- 14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:
- 14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and
- 14.10.2 the debt is paid.
- 14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.
- 14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.
- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.
- 14.15.1 HUB Program Requirements

14.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 7 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE) (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*). For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program.

14.15.1.2 The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to eliminate standard forms, and streamline the current manual process of tracking payments to all first-tier subcontractors/subconsultants by performing all such tracking procedures electronically.

The selected Respondent shall be responsible for the use of the system and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Respondent by Travis County Purchasing Office HUB staff after contract award but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB subconsultants contact the Travis County HUB staff at (512) 854-9700 for assistance.

14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in

Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.20 CONSULTANT CERTIFICATIONS:

14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and

timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000.00. Consultant certifies that at the time of submission of its proposal to perform the Project services, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 14.29 ENTITY STATUS. By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas. As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

The parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CONSULTANT: CDMtek Facility Solutions

By: Chris Mansour

Printed Name: Chris Mansour

Title: President

Authorized Representative

Date: 12/28/14

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY:

By: _____
Cyd Grimes, C.P.M., CPPO
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

EXHIBIT 1**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS****SECTION 1 – COMPENSATION FOR BASIC SERVICES**

- 1.1 The fixed fee for the performance of the Basic Services will be the sum of **\$ 78,913.00**.
- 1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:
- (i) Design Phase: includes: Pre-Design Phase, Programming Phase, Schematic Design Phase, Design Development Phase, and Construction Contract Documents Phase **\$ 60,913.00**
 - (ii) Bidding Phase: includes Bidding Phase **\$ 4,000.00**
 - (iii) Construction Phase: includes Construction Contract Administration Phase and Close-out Documents and Drawings **\$ 14,000.00**
- Basic Services Total: \$ 78,913.00**

SECTION 2 - FIXED FEE

- 2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.
- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 County will reimburse Consultant for non-labor expenses incurred in the performance of the Basic Services under this Agreement, which are at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: **\$ 0.00**

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of **\$ 78,913.00**, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of **\$ 0.00**, will not exceed **\$ 78,913.00**.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Travis County Juvenile Probation Department.

EXHIBIT 2
HOURLY RATES

Senior Engineer	\$ 120
Staff Engineer	\$ 85
Automation Engineer.....	\$ 115
Plumbing Engineer.....	\$ 80
CA Manager	\$ 80
A/C & Electrical Trades Professionals	\$ 80
CAD support.....	\$ 60
Admin	\$ 45

EXHIBIT 3

PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **forty-two (42) calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **42** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

ATTACHMENT 1 to EXHIBIT 3
PERFORMANCE SCHEDULE

PROJECTED SCHEDULE:

These timeframes commence at NTP, are consecutive and include County reviews (except as noted), approvals and associated activities.

- A. Pre-Design and Design and Construction Documents Phases – 42 days, not including County review times
- B. Construction Procurement Phase – 60 days
- C. Construction Phase from Construction NTP to Substantial Completion – 120 days

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5
INSURANCE REQUIREMENTS

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.


The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6STATE OF TEXAS }
COUNTY OF TRAVIS }**ETHICS AFFIDAVIT**

Date: 12-29-14
Name of Affiant: Chris Manson
Title of Affiant: President
Business Name of CONSULTANT: CDMtek
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

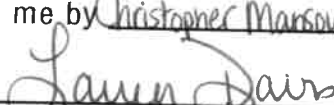
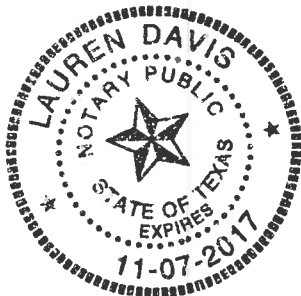
1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.



Signature of Affiant

10832 ENCLAVE VISTA COVE AUSTIN TX 78730

Address

SUBSCRIBED AND SWORN TO before me by Christopher Manson on 12.29 2014.

Notary Public, State of Texas

Lauren Davis

Typed or printed name of notary

My commission expires: 11.7.17

ATTACHMENT 1 to EXHIBIT 6
LIST OF KEY CONTRACTING PERSONS**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)	CharylN 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, CPPB
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter, CPPB
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB, CTPE
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, CPPB
Purchasing Agent Assistant IV	Angel Gomez
Purchasing Agent Assistant III	Jesse Herrera, CPPB, CTPM, CTCM, CTP
Purchasing Agent Assistant III	Vacant
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 II	Rachel Fishback
Purchasing Agent Assistant II	L. Wade Laursen
HUB Coordinator	Sam Francis
HUB Specialist	Sylvia Lopez
HUB Specialist	Betty Chapa
Purchasing Business Analyst	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Juvenile Probation Dept.	Rosalinda Garcia
Juvenile Probation Dept.	Estela P. Medina
Juvenile Probation Dept.	Britt Canary
Juvenile Probation Dept.	Darryl Beatty
Juvenile Probation Dept.	Sylvia Mendoza
Juvenile Probation Dept.	Etuk Inyang, CFM, PMP

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
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.

EXHIBIT 7 HUB PROGRAM SUBCONTRACTING DECLARATION FORM

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified HUB Contractors/Vendors. It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation for this project are as follows:

Overall MBE Goal: 16.5%; Sub-goals: 1.7% African-American; 9.5% Hispanic; 0.6% Native American; 4.7% Asian American
Overall WBE Goal: 14.2%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: CDMTEK, LLC

Certified as a HUB or an MBE/WBE/DBE source: Yes ☒ No ☐ HUB Status (Gender & Ethnicity): _____

If yes, by whom: _____ State of Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmbi; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

LIST OF CERTIFIED HUB SUBCONTRACTORS (DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: AVS Engineering, LLC HUB Status (Gender & Ethnicity): Hispanic
 Certifying Agency (Check all applicable): ☒ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program
 Address: 203 E Main Street, Ste 204 City: Round Rock State: TX Zip: _____
 Contact Person: Ross Aleman Title: President Phone No.: (512) 961-6835
 Subcontract Amount: \$ 0 Description of Work to be Performed: _____

HUB Subcontractor Name: Engineering Construction Associates, LLC HUB Status (Gender & Ethnicity): BL
 Certifying Agency (Check all applicable): ☒ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program
 Address: PO BOX 13513 City: AUSTIN State: TX Zip: 78711
 Contact Person: Kearie "Kayro" Franklin Title: President Phone No.: (512) 788-3086
 Subcontract Amount: \$ 0 Description of Work to be Performed: Chris Mansour is 49% owner of this business. He is Vice President.

HUB Subcontractor Name: Beard Integrated Systems HUB Status (Gender & Ethnicity): AI
 Certifying Agency (Check all applicable): ☒ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program
 Address: 11245 Indian Trail City: FORT WORTH State: TX Zip: 76161
 Contact Person: Kevin Shiel Title: Project support Phone No.: 972-699-9141
 Subcontract Amount: \$ 0 Description of Work to be Performed: _____

At this time we will not be subcontracting for this project.

APPENDIX A

SCOPE OF SERVICES

1.0 GENERAL

Travis County requests professional MEP engineering services to provide design and specifications for the replacement of two chillers at the Gardner Betts Juvenile Justice Center, located at 2515 Congress Avenue, Austin, Texas 78704 (the "Project"). The chillers are in continual need of repairs and have had costly repetitive failures. The last two discovered repair issues had estimated amounts approaching 1/3 of the replacement cost of these chillers, and staff recommends the replacement of these two units rather than continuing to fund continuous costly repairs. In a facility condition assessment report dated August 18, 2013, the need to replace the chillers was considered to be of the highest priority and was recommended to be addressed within one year or less from the date of the report. Repeated failures of the equipment since the report appears to validate the credibility of the recommendations from that study.

The study also cited the lack of system controllability as having an impact on all plant equipment through unnecessary operation, resulting in a reduced equipment life expectancy. This impact is exacerbated when the equipment is operating 24/7, 365 days per year. Consequently, addressing the controllability issue will reduce peak loads on the new chillers as well as the new boilers and will preserve the life of these new investments.

1.1 NOTICE TO THE MEP ENGINEER ("CONSULTANT")

All conditions of work described in this Appendix A will apply to both the chillers and the controls design and specifications services, unless specifically excluded.

"Basic Services" of the CONSULTANT will include all tasks and deliverables required to provide a complete, functional and usable MEP engineering design that meets the Project requirements, satisfactory to the Juvenile Probation Department Facilities Project Manager (the "County Project Manager") and the Travis County Commissioners Court, in accordance with the requirements, policies and general practices of Travis County.

2.0 CHILLER DESIGN & SPECIFICATIONS

The CONSULTANT will perform MEP engineering services to provide the complete design and specifications for two, 300-ton Centrifugal Magnetic Bearing Chillers to replace the existing chillers 1 and 2 at the Gardner Betts Juvenile Justice Center, 2515 Congress Avenue, Austin, TX 78704.

The CONSULTANT will be responsible for providing a complete and functional design so that the chillers will be operational. This Scope of Services includes, but is not limited to, the following:

2.1 The CONSULTANT will visit the Project site to gather the Project data, verify Project scope, and familiarize himself with existing site conditions to make informed design decisions.

2.2 The CONSULTANT will review the existing Facility Report dated August 18, 2013 to familiarize self with the issues and recommendations for needed improvements.

- 2.3 The CONSULTANT will provide the design and specifications for the two 300-ton Centrifugal Magnetic Bearing Chillers to replace the two existing chillers.
- 2.4 The CONSULTANT will prepare construction drawings and specifications completely describing the work, and make sure the specifications synch with the operation of the other inter-related systems.
- 2.5 The CONSULTANT will provide up to three (3) Construction Documents review meetings in Austin at completion of 100% Design Development, 50% Construction Documents completion, and 95% Construction Documents completion.
- 2.6 CONSULTANT'S Work Products will become the property of the COUNTY as set forth in Section 12 of the Professional Services Agreement.
- 2.7 The CONSULTANT will provide an opinion of probable cost at 50% Construction Documents, and progressively refine it to a definitive estimate at 95% Construction Documents completion.
- 2.8 When applicable, drawings will be prepared in AutoCAD 2008, or more recent version.
- 2.9 The CONSULTANT will coordinate the drawings and/or documents with the COUNTY's drawings standards as to the title block format, sheet numbers and cover sheet information and will submit drawings on compact disc or flash drive. Owner will pay for copies of duplicate sets, when required.
- 2.10 The CONSULTANT will work with COUNTY staff, specifically Purchasing Office staff, to provide and incorporate the complete product specifications into the Project Manual for construction bidding purposes.
- 2.11 The CONSULTANT will provide the specifications in Microsoft Word 2000 or more recent version on compact disc (CD) or flash drive.
- 2.12 In addition to the CD and flash drive, the CONSULTANT will also provide four (4) complete sets of the 100% Construction Documents to the Owner for record.
- 2.13 Any additional copies of the Project documents, when required, will be paid for by the Owner.
- 2.14 The CONSULTANT will coordinate, attend and participate in the following meetings and produce meeting reports:
- a. Design Review Meetings
 - b. Pre-bid Meeting
 - c. Pre-Construction Meeting
 - d. Construction Phase Weekly Progress Meetings
- 2.15 The CONSULTANT will coordinate Project meetings as necessary.

2.16 The CONSULTANT will assist with the bidding process, including recommending qualified contractors to participate in the bidding.

2.17 Quality Assurance (QA)/Quality Control (QC):

In addition to the requirements below, all QA/QC provisions of the Professional Services Agreement shall apply.

- a. Prior to the equipment delivery, CONSULTANT shall visit the manufacturing facility and inspect the equipment to ensure proper working and calibration before delivery to site.
- b. During the installation, provide installation phase services as per the requirements set forth in the Professional Services Agreement.

2.18 Project Schedule:

The CONSULTANT will provide a Project Schedule as described in Exhibit 3 ("Project Schedule") of the Professional Services Agreement.

- a. The CONSULTANT will provide the initial Project Schedule as well as the progressively elaborated versions as necessary and, will monitor and provide monthly updates to the County Project Manager.
- b. Project Schedule must be of a format compatible with MS Project 2008 or an alternative acceptable to the County Project Manager.
- c. The chiller design and specifications will be completed within six (6) weeks after issuance of a Notice to Proceed.

2.19 Installation Phase Services:

In addition to the requirements below, all installation phase-related provisions of the Professional Services Agreement will apply.

- a. Attend pre-construction meeting.
- b. Work collaboratively with the COUNTY to ensure installation is per the specifications and installation is completed within budget and on time, preferably by April 2015, before the summer months.
- c. Review payment applications.
- d. Coordinate inspections as well as testing by the regulatory authority and commission the equipment.

2.20 Post-Installation Services:

- a. Provide three (3) sets of Warranty and Operations Manuals in binders to the County Project Manager.

3.0 CONTROLS DESIGN & SPECIFICATIONS

- 3.1 MEP design services will involve providing design and specifications for non-proprietary Building Management System (BMS)/controls to manage the operation of the chillers, VAV's and the boiler for an overall systems efficiency, and for increased equipment life expectancy.
- 3.2 The CONSULTANT will provide associated electrical and plumbing design, required construction drawings, specifications and an estimate of cost under Basic Services and in accordance with governing codes and regulations, using professional standards of care.
- 3.3 The CONSULTANT'S Work Product may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the Project.
- 3.4 The CONSULTANT'S design and installation specifications must be adaptable to communicating with and able to support all future non-proprietary BMS.
- 3.5 CONSULTANT will advise the COUNTY of the feasibility, as well as the pro's and con's, of a phased installation of DDC controls that would manage the current chillers and boiler(s), which could be progressively expanded to address the other building systems in the future.

END OF APPENDIX



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By/Phone Number: Sarah Scott/854-6885

Elected/Appointed Official/Dept. Head: Danny Hobby/854-4416

Commissioners Court Sponsor: County Judge Sarah Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING USE OF COUNTY FUNDS TO PAY FOR TRAVEL EXPENDITURES AND MOVING EXPENSES FOR THE RECRUITMENT OF A MEDICAL EXAMINER POSITION WITHIN THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In order to comply with the National Association of Medical Examiners (NAME) annual workload guidelines for medical examiners working in a NAME accredited facility, the Travis County Medical Examiner's Office (TCMEO) requested and received approval in the FY 15 budget process for a seventh forensic pathologist position, specifically a Deputy Medical Examiner II.

A national search was conducted and yielded three finalists. Two of the three finalists withdrew from consideration. This request, under Budget Rule 14, is to approve funding to reimburse the remaining candidate for the expenses of his travel for his interview. These expenses would include eligible reimbursement expenses such as airfare, transportation to and from the airport, transportation to and from the TCMEO, and overnight stay at a designated hotel, and the established county *per diem* of \$46.00 to pay for meals.

If the candidate is approved, offered, and accepts the position, TCMEO also seeks approval under Budget Rule 14 to pay reasonable moving expenses for the new Deputy Medical Examiner II to move to Austin. The amount of the moving expenses will be

submitted separately at a later date along with the necessary receipts, and will conform to existing Travis County policy on the cap allowed for payment of this item.

STAFF RECOMMENDATIONS:

TCMEO management staff and Emergency Services recommend approval of this request.

ISSUES AND OPPORTUNITIES:

See attached cover letter.

FISCAL IMPACT AND SOURCE OF FUNDING:

Payment of the reimbursement of the travel expenses for the finalist for the position of Deputy Medical Examiner II and the payment of the reasonable moving expenses of the new Deputy Medical Examiner II would come from temporary salary savings created by the unfilled position of Chief Medical Examiner in the existing FY 2015 budget of the TCMEO. PBO concurs that funding is available within TCMEO to cover these expenses.

REQUIRED AUTHORIZATIONS:

Daniel Bradford, County Attorney's Office, 854-3718

Katie Gipson, 854-9346

David Jungerman, Auditor's Office, 854-7829



TRAVIS COUNTY OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street PO Box 1748 Austin, TX 78767

Tel: (512) 854-9599 Fax: (512) 854-9044

www.co.travis.tx.us/medical_examiner

TO: Travis County Commissioners Court

VIA: Danny Hobby, County Executive, Emergency Services

FROM: Satish Chundru, Chief Medical Examiner in the Interim

DATE: December 29, 2014

IN RE: Approval of the Use of County Funds to Pay for Travel
Expenditures and Moving Expenses for the Recruitment
and Employment of a Deputy Medical Examiner II

In the FY 2015 budget, the Commissioners Court approved funding for a seventh forensic pathologist to come into the Travis County Medical Examiner's Office (TCMEO) as a Deputy Medical Examiner II. The rationale for the hiring of an additional Deputy Medical Examiner II was to comply with the National Association of Medical Examiners (NAME) work load guidelines of autopsies performed per pathologist.

A national search was conducted and three finalists were chosen. Because of the difficulty of recruiting an experienced Deputy Medical Examiner II, two of the finalists found other positions before the interviews could be conducted. The TCMEO now seeks permission under Budget Rule 14 to approve the use of county funds to reimburse the remaining candidate for his expenses of travel to the TCMEO for his final interview. The candidate has been made aware that eligible reimbursable expenses include economy airfare, transportation to and from the airport, transportation to and from the TCMEO at 1213 Sabine St., an overnight stay at a designated hotel, and the established County per diem of \$46 to pay for meals. It is estimated that the travel expenses for the candidate will not exceed \$1,216.54.

When a final candidate is selected and accepts the TCMEO offer, the TCMEO also seeks approval from the Commissioners Court under Budget Rule 14 to pay reasonable moving expenses for the Deputy Medical Examiner II to move to Austin. The amount of the moving expenses will be submitted separately at a later date along with the necessary receipts, and will conform to existing Travis County policy on the cap allowed for payment of this item.

Payment for reimbursement of travel of the final candidate and for the reasonable moving expenses of the new medical examiner will come from temporary salary savings created by the absence of the Chief Medical Examiner in the budgeted position in the existing FY 2015 budget. A budget adjustment in the appropriate amount for the travel expenses, which is not anticipated to exceed \$1,216.54, will be forthcoming. The PBO concurs that adequate money for the travel expenses currently exists in the TCME0 FY 2015 budget.

cc: Sarah Scott
Daniel Bradford
Katie Gipson
David Jungerman



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

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

Elected/Appointed Official/Dept. Head: Danny Hobby, 854-4416

Commissioners Court Sponsor: County Judge Sarah Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF BRAD BEARDEN AS A VOTING MEMBER ON THE REGION 49, TEXAS 800 MHz REGIONAL REVIEW COMMITTEE, AND APPOINT DANNY HOBBY AS AN ALTERNATE MEMBER.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Region 49, Regional Review Committee, reviews applications submitted by public safety agencies in Central Texas for the use of 800 MHz spectrum. This membership is important to Travis County since we participate in a regional 800 MHz radio network and coordinate with like systems in the Central Texas area. Brad is the Travis County Wireless Communications Manager within Emergency Services and Danny is the County Executive of Emergency Services.

STAFF RECOMMENDATIONS:

Emergency Services recommends approval of this request.

ISSUES AND OPPORTUNITIES:

Our membership provides our voice in the discussions of requested use of radio spectrum in our area.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney, 854-9567

January 6, 2015

Ms. Karla Jurens
Secretary, Region 49
Texas Department of Public Safety
P.O. Box 4087, MSC 0259
Austin, Texas 78773

Dear Ms. Jurens:

The Travis County Commissioners Court has approved the appointment of Brad Bearden as voting member on the Region 49, 800 MHz Regional Review Committee, and Danny Hobby as an alternate member.

Sincerely,

Sarah Eckhardt
County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: December 23, 2014

Prepared By/Phone Number: Denise Bell / 43997

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Appeal budget rules stating that reimbursements for travel inside the Metropolitan Statistical Area (MSA) are disallowed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Notes

Trip to:

**Embassy Suites San Marcos - Hotel,
Spa & Conference Center
1001 E. McCarty Lane**

San Marcos, TX 78666
(512) 392-6450
39.38 miles / 38 minutes



5501 Airport Blvd, Austin, TX 78751-1410

**Download
Free App**



1. Start out going **southwest** on **Airport Blvd** toward **Bruning Ave.** [Map](#)

0.9 Mi

0.9 Mi Total



2. Merge onto **I-35 S.** [Map](#)

36.5 Mi

37.4 Mi Total



3. Take **EXIT 200** toward **Centerpoint Road.** [Map](#)

0.3 Mi

37.7 Mi Total



4. Merge onto **S Interstate 35.** [Map](#)

0.5 Mi

38.2 Mi Total



5. Make a **U-turn** onto **S Interstate 35.** [Map](#)

1.2 Mi

39.4 Mi Total



Embassy Suites San Marcos - Hotel, Spa & Conference Center

[Book the Shop, Stay, and Indulge Package!](#)

**1001 E. McCarty Lane, San Marcos, TX 78666
(512) 392-6450**

Total Travel Estimate: 39.38 miles - about 38 minutes

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TAC

Member Services

Pool & Risk Services

Texas County Government

Legislative

EDUCATION & TRAINING

LEGAL RESOURCES

LEGISLATIVE

RISK MANAGEMENT SERVICES

HEALTH AND BENEFITS SERVICES

MEMBER FEEDBACK

Ready to Register

Event Presentations

County Investment Academy

Judicial Education Center

Leadership Program

Special Presentations

[Home](#) / [Member Services](#) / [Education & Training](#) / [Ready to Register](#) / 2015 County and District Clerks' Association of Texas Conference - Agenda

Font Size A A

2015 County and District Clerks' Association of Texas Conference - Agenda

[Overview](#) | [Registration](#) | [Hotel](#) | [Agenda](#) | [Continuing Education](#) | [Cancellation](#)

Tentative agenda, subject to change.

Tuesday, Jan. 20

New Clerks Training

- 9 a.m.–5 p.m. *Facilitated by Hon. Heather Hawthorne, Chambers County Clerk, and Hon. Sheri Woodfin, Tom Green County District Clerk*
- 10 a.m.–5 p.m. **Registration & Information Desk Open**
- 11:30 a.m.–12:30 p.m. **Executive Board Meeting**
- 12:30–1:30 p.m. **Full Board Meeting**
- By-Laws Committee Meeting**
- Education Committee Meeting**
- 1:45–2:45 p.m. **Memorial Committee Meeting**
- Legislative Committee Meeting**

Wednesday, Jan. 21

- 7:30 a.m.–4:30 p.m. **Registration & Information Desk Open**
- 7:30 a.m.–3:30 p.m. **Exhibit Hall Open**
Coffee in Exhibit Hall starting at 7:30 a.m.
- 8–8:30 a.m. **Welcome and Introductions**
- Keynote: The Art of Fishing**
Speaker: Joe Serio, Joe Serio Enterprises
- 8:30–9:30 a.m.
- 9:30–10 a.m. **Break, Exhibit Hall**
- Legislative Update**
Speakers: Carter Casteel, Casteel & Roberts; Cary Roberts, Casteel & Roberts; Hon. Joyce Hudman, Brazoria County Clerk; Hon. Teresa Kiel, Guadalupe County Clerk; Hon. Bella Rubio, Real County District/County Clerk; Hon. Caroline Woodburn, Potter County District Clerk
- 10–11 a.m.
- 11 a.m.–Noon **Ethics—Ten Things that Will Get You Into Trouble**
Speaker: Scott Brumley, Potter County Attorney
- Noon–1:30 p.m. **Lunch (on your own)**
- 1:30–2:30 p.m. **Session Pending Confirmation**
- 2:30–3 p.m. **Break, Exhibit Hall**
- 3–4:30 p.m. **County clerk panel discussion**
District clerk panel discussion
- 6–10 p.m. **Vendor Appreciation and Silent Auction Evening Event**

 Thursday, Jan. 22

7:30 a.m.–4:30 p.m.	Registration & Information Desk Open
	Exhibit Hall Open
7:30 a.m.–3:30 p.m.	<i>Coffee in Exhibit Hall starting at 7:30 a.m.</i>
8–9:30 a.m.	Session Pending Confirmation
9:30–10 a.m.	Break, Exhibit Hall
10–11 a.m.	Session Pending Confirmation
	E-filing Update
11 a.m.–noon	<i>Speaker: David Slayton, Office of Court Administration</i>
Noon–1:30 p.m.	Lunch (on your own)
	Court Costs
1:30–2:30 p.m.	<i>Speaker: Ted Wood, Office of Court Administration</i>
2:30–3 p.m.	Break, Exhibit Hall
3–4 p.m.	Session Pending Confirmation
	Legal Liabilities
4–5 p.m.	<i>Speaker: Michele Arseneau, Texas Association of Counties</i>

 Friday, Jan. 23

7:30 a.m.–noon	Registration & Information Desk Open
	Registry
8-9 a.m.	<i>Speaker: Hon. Lisa David, Williamson County District Clerk</i>
	Open Meetings Act Required Training
9–10 a.m.	<i>Speaker: Office of the Attorney General Staff</i>
10–10:30 a.m.	Break
	Public Information Act Required Training
10:30–11:30 a.m.	<i>Speaker: Office of the Attorney General Staff</i>
11:30 a.m.–noon	Session Pending Confirmation
Noon	Adjourn

Tentative agenda, subject to change


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Hampton Inn & Suites San Marcos

106 I H 35, San Marcos, Texas, 78666, USA

+1-512-754-7707

**Reservation Confirmation # 81268375****Hotel**

Hampton Inn & Suites San Marcos
106 I H 35
San Marcos, Texas 78666
USA
Phone: +1-512-754-7707

Stay Information

Arrival: Tuesday, 20 Jan 2015
Departure: Friday, 23 Jan 2015
1 room for 3 nights

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out. Hotel check-in time is 3:00 pm and check-out is at 12:00 pm.

Room and Plan Selection**Room:**

1 adult

1 KING BED STUDY NONSMOKING A circular icon with a diagonal line through it, indicating a non-smoking area.

Price (3 nights x 139.00) 417.00

Taxes 62.55

Room Subtotal 479.55

EASY CANCELLATION

Guest Information

Guest name: Dana DeBeauvoir

Additional Guests:

Address type: Home

Address: On file

Email: On file

Phone: On file

Payment Information

Card type:

Card number:

Expiration:

Total for stay: \$479.55 USD

Driving directions Created 12-31-14 @ 3:15 pm

To our hotel: From IH 35 South-Austin Area - Exit 204 and proceed through turn around. Hotel is located on the right behind Chilis turn right at Luby's. Hotel is behind Comfort Suites and in the same parking lot as Holiday Inn Express.

From IH 35 North-San Antonio-New Braunfels - Exit 204 and proceed through intersection. Hotel is located on the right behind Chilis turn right at Luby's. Hotel is behind Comfort Suites and in the same parking lot as Holiday Inn Express.

From Hwy. 80-Luling Area and Hwy. 21-Bastrop Area - Proceed West towards San Marcos. At the IH 35 Intersection proceed South on IH 35 just one exit to Exit 204 and go through turn-around. Hotel is located on the right behind Chilis turn right at Luby's. Hotel is behind Comfort Suites and in the same parking lot as Holiday Inn Express.

Rules & Restrictions

Taxes

- 15.00 % per room per night

Guarantee Policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

Cancellation Policy

If you wish to cancel, please do so by 6pm, hotel local time, on the day of arrival to avoid cancellation penalties.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Optional services for an additional charge

- Parking charges: Self parking - Complimentary, Available.
- In-Room Wireless Internet: Complimentary
- In-Room Wired Internet: Complimentary

**Hilton Select**

- RECEIVE 10,000
- UP TO \$200 BACK
- 10% CASH BACK

GET YOUR SPECIAL OFFER ►





Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By/Phone Number: Joe Hon, County Judge's Office · 854-1123

Elected/Appointed Official/Dept. Head: Sarah Eckhardt, County Judge

Commissioners Court Sponsor: Sarah Eckhardt, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER TO SELECT PLACES WHERE THE COMMISSIONERS COURT WILL HOLD ITS TERMS COMMENCING JANUARY 6, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The attached Order includes the authorized meeting locations listed in the Order approved by the Commissioners Court on January 8, 2013, with the addition of "Travis County Community Centers in Austin, Travis County, Texas."

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

AN ORDER TO SELECT MEETING PLACES
OF COMMISSIONERS COURT OF TRAVIS COUNTY

RECITALS

The manner of selection of new meeting places of Commissioners Court is required by Local Government Code section 81.005 (d).

ORDER

The Commissioners Court of Travis County, Texas hereby orders that the following places are authorized as meeting places for the Commissioners Court at which the Commissioners Court may convene in regular terms beginning January 6, 2015 and thereafter until further places are authorized:

Hall of Government, First Floor, 700 Lavaca, Austin, Texas

Ned Granger Building, 314 West 11th Street, Austin, Texas

Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas

County Meeting Room at 5501 Old Manor Road, Austin, Texas

Travis County Community Centers in Austin, Travis County, Texas

City Council Chambers of all municipal governments in Travis County, Texas

School Board Meeting Rooms of all school districts in Travis County, Texas

and that Travis County Code Section 1.002(a) be revisited to reflect this change.

Date of Order:_____

TRAVIS COUNTY COMMISSIONERS COURT

Sarah Eckhardt, County Judge

Ron Davis
Commissioner, Precinct 1

Brigid Shea
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written diagonally across the right side of the page.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Gina Starr-Hill, David Detwiler, and John Villanacci to the Emergency Services District # 3 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of John Linton and Reed Boyd to the Emergency Services District # 5 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Paula Barr to the Emergency Services District # 6 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Gail Zahara, Karen Fromel, and Kristy Quigley to the Emergency Services District # 8 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Kirt H. Kiester and Steve Scheffe to the Emergency Services District # 9 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Glen Reed, Tres Childress and Todd Crickmer to the Emergency Services District # 10 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Joe Lamoreux and Tom Stevenson to the Emergency Services District # 14 Board of Commissioners to serve immediately until December 31, 2016

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written diagonally across the upper right portion of the page.

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of David Streilein to the Emergency Services District # 8 Board of Commissioners to serve immediately until December 31, 2015

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: 6 January, 2015

Prepared By/Phone Number: Bob Moore 854-9387

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

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of John Jackson to the Emergency Services District # 10 Board of Commissioners to serve immediately until December 31, 2015

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS: re-appointments, resumes in file

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: County Judge

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Gary Swenson. 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: January 6, 2015

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Eckhardt

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of December 9, 16, & 23, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Minutes for the Travis County Commissioners Court Tuesday, December 9, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on December 9, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Carlos León, Travis County resident
Dr. John Kim, Travis County resident

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: NOT NEEDED

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

2. Receive briefing regarding fireworks in unincorporated areas of Travis County for the December 2014 sales season.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

RESULT: DISCUSSED

Health and Human Services Dept. Items

3. Consider and take appropriate action on revenue contract with Eden Park Academy for after-school enrichment services provided by Travis County through the Texas A & M Agrilife Extension Service.

RESULT: ADDED TO CONSENT

4. Consider and take appropriate action on the following related to the Community Development Block Grant available through HUD:
 - a. The reprogramming of \$10,743.97 in project savings from the Program Year 2013 Barkely Meadows Flood Repair Project to Program Year 2014 Owner Occupied Home Rehabilitation; and
 - b. The reprogramming of \$1.00 in project savings from the Program Year 2006 Gilbert Lane Land Acquisition Project to Program Year 2014 Owner Occupied Home Rehabilitation.

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on the following related to the environmental documents for Travis County's Community Development Block Grant Owner-Occupied Home Rehabilitation Program funded by HUD:

- a. Approve the certification of exemption for the Program Year 2013 project delivery costs effective March 31, 2014;

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

MOTION: Approve Item 5.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- b. Certify the results of the Program Year 2014 Tier One;

Members of the Court heard from:

Christy Moffett, Social Services Manager, TCHHS&VS

MOTION: Approve Item 5.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- c. Approve postings to notify the public of the certification of the Tier One and of the notice of intent to request release of funds;

MOTION: Approve Item 5.c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- d. Authorize the County Judge to sign the required forms;

Members of the Court heard from:
Christy Moffett, Social Services Manager, TCHHS&VS

MOTION: Approve Item 5.d.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- e. Authorize the submission to the HUD San Antonio Region VI Field Office if no comments are received during the ten day posting period; and

MOTION: Approve Item 5.e.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- f. Delegate authority to the County Executive of Health and Human Services and Veterans Service to sign subsequent site specific environmental reviews.

Members of the Court heard from:
Christy Moffett, Social Services Manager, TCHHS&VS

MOTION: Approve Item 5.f.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Planning and Budget Dept. Items

6. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:
Travis Gatlin, Assistant Budget Director, PBO
Jessica Rio, Budget Director, PBO

MOTION: Approve Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

7. Consider and take appropriate action regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
 - a. Annual contract with the Texas Department of Transportation to enhance the work of the DWI Enforcement Unit in the Travis County Sheriff's Office;
 - b. Contract amendment to the interlocal with the City of Austin that will extend the term of the 2011 Byrne Justice Assistance Grant to September 30, 2015 in the Travis County Sheriff's Office; and
 - c. Permission to continue the Comprehensive Energy Assistance Program in the Health and Human Services and Veterans Service Department until a contract has been fully executed.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on the following items for Human Resources Management Department:
 - a. Proposed routine personnel amendments;
 - b. Non-routine salary adjustment from Juvenile Probation for a variance to Travis County Code Section 10.03002, Salary Adjustment Greater Than 10% Above Midpoint for Position 30004523; and
 - c. Non-routine salary adjustment from Juvenile Probation for a variance to Travis County Code Section 10.03002, Salary Adjustment Greater Than 10% Above Midpoint for Position 30004513.

RESULT: ADDED TO CONSENT

9. 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 \$1,361,780.14 for the period of November 21 to November 27, 2014.

RESULT: ADDED TO CONSENT

10. Receive update on compliance review of Travis County's economic development incentive agreements.

Members of the Court heard from:

Katie Gipson, Senior Budget Analyst, Planning and Budget Office (PBO)
Leroy Nellis, Interim County Executive, PBO

Clerk's Note: The Court noted that anyone desiring more information on Travis County's economic policy and agreements may visit the Planning and Budget Office section of the Travis County website: www.traviscountytx.gov, or call Katie Gipson, Planning and Budget Office, at 512-854-9106.

RESULT: DISCUSSED

11. Consider and take appropriate action on the following requests:
 - a. Revisions to cash flow assumptions for 2011 voter authorized projects; and

- b. A resolution expressing Travis County's intent to finance expenditures to be incurred for approved capital projects and to reimburse itself from unlimited tax road bonds and certificates of obligation.

Members of the Court heard from:

Travis Gatlin, Assistant Budget Director, PBO

MOTION: Approve Items 11.a and b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- 12. Consider and take appropriate action on request from Travis County Judge-Elect Sarah Eckhardt to use the Commissioners Courtroom and second floor reception area in the 700 Lavaca Street Building on Friday, January 2, 2015, from 2:00 p.m. to 5:00 p.m. to conduct the swearing-in ceremonies for County Judge-Elect Sarah Eckhardt and County Commissioner-Elect Brigid Shea, Precinct Two.

RESULT: **ADDED TO CONSENT**

- 13. Consider and take appropriate action on request from Community Advancement Network (CAN) for the use of the Multifunction Rooms on the first floor of the 700 Lavaca Building to hold the CAN Community Council member meeting in 2015.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management Department (FMD)

MOTION: Approve Item 13.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- 14. Consider and take appropriate action to assign 908 square feet of space on the second floor of 5501 Airport Boulevard building to the Tax Assessor-Collector's Office.

RESULT: **ADDED TO CONSENT**

Transportation and Natural Resources Dept. Items

- 15. Consider and take appropriate action on the acceptance of a section of Harris Ridge Boulevard as dedicated by Document #2010148072, a street in Precinct One. (Commissioner Davis).

RESULT: **ADDED TO CONSENT**

- 16. Consider and take appropriate action on the following: The acceptance of the dedication of the public street and drainage facilities within Austin's Colony, Sections 6A, 7A and 7B; and Two proposed license agreements with TC Twin Creeks Community, Inc. for improvements within the right-of-way of sections 6A and 7A, all within Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

17. Consider and take appropriate action on the following:

- a. The use of an alternative fiscal agreement for Vistancia, Section Four; and
- b. The use of a cash security agreement for the fiscal posting for Vistancia Section Four. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action on the following:

- a. The use of an alternative fiscal agreement for Terra Colinas, Phase One; and
- b. The use of a cash security agreement for the fiscal posting for Terra Colinas, Phase One, all within Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Other Items

19. Consider and take appropriate action on Travis County appointment to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations Office (IGR)

MOTION: Approve Item 19.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

20. Consider and take appropriate action on reappointment of Melvin Wrenn to the Strategic Housing Finance Corporation Board of Directors effective immediately through December 31, 2016. (Commissioner Davis)

MOTION: Approve Item 20.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

21. Consider and take appropriate action on the latest counter-offer in the potential purchase of approximately 1.05 acres and approximately 1.53 acres of land – for a combined total of 2.58 acres, along with associated improvements – located south of Onion Creek and west of U.S. Highway 183 in Precinct Four for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program.^{1 and 2}

Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the purchase of the 2.5 acres for the price of \$650,000.00. The source of funds is the 2011 Bond Program.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

22. Consider and take appropriate action regarding acquisition strategies, policies and procedures for purchase of flood-prone and related real property located within Travis County.^{1 and 2}

Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: **DISCUSSED**

23. Consider and take appropriate action on a request from the City of Austin for a waste water lift station easement located along South FM 973.^{1 and 2}

Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Agree to grant the easement for \$15,677.00, and that we correct the description of the easement, as appropriate.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

24. Receive briefing and take appropriate action regarding the appointment of Travis County Chief Medical Examiner.³

Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Members of the Court heard from:

Danny Hobby, County Executive, Emergency Services

MOTION: Offer the position to Dr. James Keith Pinckard, and authorize Danny Hobby, County Executive, Emergency Services, to sign, on behalf of the Commissioners Court, the letter of agreement that was provided to the Court. The position will be effective March 1, 2015, and the salary will be \$270,000.00 per year, paid semi-monthly.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court minutes for the voting sessions of November 18 and 25, and December 2, 2014.

MOTION: Approve Consent Items C1–C3 and Agenda Items 3, 4.a–b, 7.a–c, 8.a–c, 9, 12, 14, 15, 16.a–b, 17.a–b, and 18.a–b

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Added Items

- A1. Receive legal briefing and take appropriate action regarding proposed changes to Central Booking Interlocal with the City of Austin. **(This item will be taken into Executive Session under the Consultation with Attorney exception)**

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve Item A1.

RESULT: **APPROVED [4 TO 1]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

NAYS: Ron Davis

Clerk's Note: The Court noted that this interlocal will follow current policies. There may be changes that will take place as a result of President Obama's recent Executive Action on immigration.

Minutes approved by the Commissioners Court

Date of Approval

Sarah Eckhardt, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, December 16, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on December 16, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive public comments regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of Lots 5 and 6, Block E of River Ridge in Precinct Two. (Commissioner Todd) (Action Item #7)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Division Director, Development Services and Long Range Planning,
Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Receive public comments regarding a plat for recording: Raceway Single Family Subdivision Section Five (a small lot subdivision) Final Plat (resubdivision of Lot 21 Northridge Acres Number Two subdivision – 94 total lots – Grand Avenue Parkway – City of Austin ETJ) in Precinct Two. (Commissioner Todd) (Action Item #8)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Division Director, Development Services and Long Range Planning, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:

Betty Voights, Executive Director, Capital Area Council of Governments (CAPCOG)

Carlos León, Travis County resident

Dr. John Kim, Travis County resident

Special Items

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: **DISCUSSED**

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

4. **At 11:45 a.m.** Approve resolution recognizing Lloyd Alfred Evans on his retirement from Facilities Management Department after fifteen years of service to Travis County and its residents.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management Department (FMD)

Jim Barr, Project Manager, Senior, FMD

Michael Hemby, Planning Manager, Travis County Sheriff's Office (TCSO)

Ken Gaede, Project Manager, Senior, FMD

Lloyd Evans, Director, Building Maintenance and Operations, FMD

Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

MOTION: Approve the resolution in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

5. Approve resolution recognizing Jeanette Kinard, Director of the Mental Health Public Defender's Office, on her retirement from Travis County.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Jeanette Kinard, Director, Mental Health Public Defender's Office, Criminal Justice
Planning (CJP)
Karen Hunt, Case Worker, Mental Health Public Defender's Office, CJP

MOTION: Approve the resolution in Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

6. Approve resolution in support of House the Homeless efforts advocating for a living wage, preventing homelessness, and other structural changes to improve the quality of life. (Judge Biscoe)

Members of the Court heard from:

Richard Troxell, President, House the Homeless

RESULT: **DISCUSSED**

Transportation and Natural Resources Dept. Items

7. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of Lots 5 and 6, Block E of River Ridge in Precinct Two. (Commissioner Todd)

RESULT: **ADDED TO CONSENT**

8. Consider and take appropriate action on the following:

- a. A plat for recording: Raceway Single Family Subdivision Section Five (a small lot subdivision) Final Plat resubdivision of Lot 21 Northridge Acres Number Two subdivision – 94 total lots – Grand Avenue Parkway – City of Austin ETJ); and
- b. A subdivision construction agreement with Pulte Homes of Texas, L.P. in Precinct Two. (Commissioner Todd)

RESULT: **ADDED TO CONSENT**

9. Consider and take appropriate action on the use of a cash security agreement for the required boundary street fiscal for the Avalon Project in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

10. Consider and take appropriate action on the following:

- a. The Prado Ranch Preliminary Plan (preliminary plan – 364 single family lots on 73.84 acres – S. FM 973 – City of Austin 2-mile ETJ); and
- b. The phasing agreement for Prado Ranch in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action on the following:

- a. A plat for recording: Whisper Valley Village 1, Phase 1 Final Plat (257 total lots – East Braker Lane – City of Austin ETJ); and
- b. A subdivision construction agreement with Club Deal 120 Whisper Valley, Limited Partnership in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the TNR Road Maintenance FY2015 Work Plan.

Members of the Court heard from:

Don Ward, Director of Road Maintenance and Fleet Services, TNR

MOTION: Approve Item 12.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

13. Consider and take appropriate action on the proposed Chapter 48, Rules of Travis County, Texas, for On-Site Sewage Facilities. **(This item may be taken in Executive Session under the Consultation with Attorney exception)**

Members of the Court heard from:

Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR

Brandon Couch, Engineer Associate, TNR

Rodney Sherill, Engineer, TNR

Joe K. Wells, Jr., Travis County resident

Stewart Polvado, Engineer

MOTION: Approve Item 13.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty

ABSENT: Margaret J. Gómez

14. Consider and take appropriate action on issues regarding the public-private partnership terms and conditions for 2011 Bond Program projects Wildhorse Connector and FM973-Anor Rd Connector in Precinct 1. (Commissioner Davis)

Members of the Court heard from:

Steve Manilla, County Executive, TNR

MOTION: Approve staff's recommendations regarding Item 14, as noted in the backup documentation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ron Davis, Commissioner
SECONDER:	Samuel T. Biscoe, Judge
AYES:	Biscoe, Davis, Todd, Daugherty, Gómez

Health and Human Services Dept. Items

15. Consider and take appropriate action on items related to the Program Year 2013 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

- a. No comments received during the public comment period;
- b. Approve the final draft of the report; and
- c. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

Members of the Court heard from:
Christy Moffett, Social Services Manager, TCHHS&VS

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

16. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

18. 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 \$1,456,656.19 for the period of November 28 to December 4, 2014.

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on request to approve the first amendment to the lease agreement between Travis County and the Housing Authority of Travis County for space located at 502 East Highland Mall Boulevard in Austin, Texas.

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action regarding license agreement between Travis County and City of Austin for the County to use 0.1582 acres out of the city's right-of-way within West 11th Street and San Antonio Street for the Ronald Earle Building located at 416 West 11th Street.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action regarding the encroachment agreement between Travis County and City of Austin for the Ronald Earle Building located at 416 West 11th Street.

RESULT: ADDED TO CONSENT

22. Consider and take appropriate action on request from the Travis County Youth Show for waiver or discount of fees to use the Travis County Exposition Center for the upcoming annual Travis County Youth Livestock Show and Rodeo from January 15 through January 18, 2015.

Members of the Court heard from:

Roger El Khoury, Director, FMD

Troy Wenzel, President, Travis County Youth Show

MOTION: Continue the 25% fee discount.

RESULT: **APPROVED [4 TO 1]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

NAYS: Gerald Daugherty

Purchasing Office Items

23. Approve contract award to Easy Access, Inc., for internet processing professional services agreement for TNR and the Fire Marshal to utilize MyPermitNow.

RESULT: ADDED TO CONSENT

24. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain items surplus property and sell at public auction.

RESULT: ADDED TO CONSENT

25. Approve contract award for erosion control services, IFB No. 1404-005-RF, to the following low bidders:

a. Austin Outdoorsman, LLC – Groups A & B; and

b. ADK Environmental, Inc. – Group C.

RESULT: ADDED TO CONSENT

26. Approve Modification No. 1 to Contract No. 4400000183, CP&Y, Inc., for Northeast Metro Park South Entrance design.

RESULT: ADDED TO CONSENT

27. Approve Interlocal Agreement No. 4400002307 Capital Area Council of Governments, for orthoimagery services.

RESULT: ADDED TO CONSENT

28. Approve Modification No. 1 to Contract No. 4400002145, Wiss, Janney, Elstner Associates, Inc., for Jakes Hill Bridge failure.

RESULT: ADDED TO CONSENT

29. Approve contract award for remote digital camera system, RFP No. 1406-021-JH, to the lowest bidder, ZVS media, LLC.

RESULT: ADDED TO CONSENT

30. Approve Modification No. 2 to Contract 4400000956 (CM070169LC), Q-Matic Corporation, for an upgrade to the customer flow management system.

RESULT: ADDED TO CONSENT

Other Items

31. Approve bonds and bond renewals for the following elected officials:

a. New bonds:

- i. Sarah Eckhardt, Travis County Judge; and
- ii. Randall Slagle, Precinct 2, Justice of the Peace; and

b. Bond renewals:

- i. John Lipscombe, Judge, County Court at Law #3;
- ii. Nancy Hohengarten, Judge, County Court at Law #5;
- iii. Elisabeth Earle, Judge, County Court at Law #7;
- iv. Dolores Ortega-Carter, County Treasurer;
- v. Margaret J. Gomez, Precinct 4, County Commissioner; and
- vi. Susan Steeg, Precinct 3, Justice of the Peace.

RESULT: ADDED TO CONSENT

32. Consider and take appropriate action on budget request from Travis County District Attorney's Office and the Travis County Attorney's Office for additional staff to meet discovery requirements under the Michael Morton Act.

Members of the Court heard from:

Rosemary Lehmberg, Travis County District Attorney
Robert Smith, Director, Trial Division, Travis County District Attorney's Office
Julie Kocurek, Judge, 390th District Court
David Escamilla, Travis County Attorney
Jessica Rio, Budget Director, Planning and Budget Office (PBO)
Victoria Ramirez, Budget Analyst, PBO

MOTION: Authorize the posting of the requested positions.

RESULT: **APPROVED [4 TO 1]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

NAYS: Gerald Daugherty

33. Consider and take appropriate action regarding a joint election agreement for the December 16, 2014 joint special runoff elections with the following three participating entities:
- a. City of Austin;
 - b. Austin Community College District; and
 - c. Austin Independent School District.

RESULT: ADDED TO CONSENT

34. Consider and take appropriate action to grant an exception to Travis County's policy regarding the requirement of retirement contributions for visiting judges who work more than six months as temporary employees.

Members of the Court heard from:

Nicki Riley, Travis County Auditor

Patti Smith, First Assistant County Auditor

MOTION: Approve Item 34.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

35. Consider and take appropriate action on the following appointments and reappointment to the Board of Commissioners of Emergency Services District (ESD) No. 2 for the term January 1, 2015 through December 31, 2016:
- a. Appointment of Rudolph L. Metayer;
 - b. Appointment of Rico Reyes; and
 - c. Reappointment of Terry Struble. (Commissioner Davis)

RESULT: ADDED TO CONSENT

36. Consider and take appropriate action on the following appointment and reappointment to the Board of Commissioners of Emergency Services District (ESD) No. 12 for the term January 1, 2015 through December 31, 2016:
- a. Appointment of Shawn Barnes; and
 - b. Reappointment of Brian Raygon. (Commissioner Davis)

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

37. Consider and take appropriate action regarding acquisition strategies, policies and procedures for purchase of flood-prone and related real property located within Travis County.^{1 and 2}

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve a new policy to use condemnation, consistent with the County's contract with the Army Corps of Engineers.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

38. Receive briefing from County Attorney and give direction concerning the efforts to be taken to collect the unpaid balance owed for the Star Flight services provided to Ryder Pettit.¹

Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize collection of the full amount owed to Travis County.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

39. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Aldo Xavier Cruz.¹

Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **POSTPONED**

40. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Alyssa Roesner.¹

Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the Travis County Attorney to collect the amount owed, in full.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

41. Consider and take appropriate action on an opportunity to purchase approximately two acres of land and associated improvements located southeast of the intersection of FM 973 South and Pearce Lane for inclusion in the Onion Creek Open Space Project as part of the 2005 Bond Program in Precinct Four.^{1 and 2} (Commissioner Gómez)

Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Offer \$115,00.00, and request the other party to answer by 12:00 noon on Thursday, December 18, 2014.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

42. Consider and take appropriate action on an offer to sell approximately 4.7 acres of undeveloped land located northeast of the intersection of SH 130 and U.S. Highway 183 East for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program in Precinct One.^{1 and 2} (Commissioner Davis)

Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from:
Daniel Bradford, Assistant County Attorney

RESULT: **POSTPONED**

43. Consultation with County Attorney and take appropriate action on environmental issues regarding State Highway 45 Southwest.¹

Judge Biscoe announced that Item 43 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign the County's letter to the U.S. Fish and Wildlife Service, regarding Flint Ridge Cave.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

44. Consider and take appropriate action regarding the potential purchase of real estate in south Austin.^{1 and 2}

Judge Biscoe announced that Item 44 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the amendment to the purchase price, to reduce it to \$2,650,643.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Receive revenue and expenditure reports and other statutorily required reports for the month of October 2014 from the County Auditor's Office.

MOTION: Approve Consent Items C1–C3 and Agenda Items 7, 8.a-b, 9, 10.a–b, 11.a–b, 15.a–c, 16, 17, 18, 19, 20, 21, 23, 24, 25.a–b, 26, 27, 28, 29, 30, 31.a–b, 33.a–c, 35, 36.a–b, and A1.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Added Items

- A1. Consider and take appropriate action to approve interlocal cooperation agreements with City of Pflugerville for roadway improvements on Weiss Lane and Rowe Lane in Precinct One.

RESULT: **ADDED TO CONSENT**

Minutes approved by the Commissioners Court

Date of Approval

Sarah Eckhardt, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, December 23, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on December 23, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: DISCUSSED

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

2. Recognize Planning and Budget Office staff for receipt of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

Members of the Court heard from:

Jessica Rio, Budget Director, Planning and Budget Office (PBO)
Leroy Nellis, Interim County Executive, PBO

RESULT: DISCUSSED

Resolutions and Proclamations

3. Approve resolution in support of House the Homeless efforts advocating for a living wage, preventing homelessness, and other structural changes to improve the quality of life. (Judge Biscoe)

Members of the Court heard from:

Richard Troxell, President, House the Homeless
Dr. John Kim, Travis County resident
Carlos León, Travis County resident
Gus Peña, Travis County resident

MOTION: Approve the Resolution in Item 3.
RESULT: **APPROVED [3 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd
NAYS: Gerald Daugherty
ABSENT: Margaret J. Gómez

Purchasing Office Items

4. Approve Modification No. 6 to Contract No. 4400001828 (H.T.E. No. 09AE0251JW), Jacobs Engineering Group, Inc., for the Howard Lane Phase II Design Project.

RESULT: ADDED TO CONSENT

5. Ratify Interlocal Agreement No. 4400002305, Austin independent School District, for Family Resource Centers Program services.

RESULT: ADDED TO CONSENT

Clerk's Note: Judge Biscoe noted that the effective date is November 1, 2014.

6. Approve Contract award for managed security services, RFP No. 1408-011-JH, to the highest qualified respondent, NTT Data Inc.

RESULT: ADDED TO CONSENT

7. Approve termination of Contract No. 4400001385, Villeda Building Service LLC., for janitorial services, North Rural Community Center and Clinic.

RESULT: ADDED TO CONSENT

8. Approve Modification No. 1 to Interlocal Agreement No. 4400002051, Capital Area Council of Governments (CAPCOG), to provide air quality services.

RESULT: ADDED TO CONSENT

9. Declare four (4) vehicles as surplus property and donate to Austin Community College – Automotive Technology, pursuant to Section 263.152(A)(4) of the Texas Local Government Code.

RESULT: ADDED TO CONSENT

10. Approve Contract award for professional engineering services, Tandem Boulevard Substandard Road Project, RFQ No.: Q110243-LP, to the highest qualified respondent, Unintech Consulting Engineers, Inc.

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action on the following for property and boiler/machinery insurance:

- a. Approve contract award for property and boiler and machinery insurance coverage, RFP No. 1410-001-CW, to the highest ranked proposer, Higginbotham Insurance Agency, Inc.; and

- b. Reject terrorism coverage under the Terrorism Risk Insurance Act of 2002 (TRIA), and authorize the County Judge to sign the TRIA Policy Disclosure Statement.

RESULT: ADDED TO CONSENT

- 12. Declare used firearms as surplus and authorize trade-in for purchase of new ammunition pursuant to section 263.152(A)(2) of the Texas Local Government Code.

MOTION: Approve Item 12.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty

ABSENT: Margaret J. Gómez

Justice and Public Safety Items

- 13. Consider and take appropriate action on the appointment of Kirby Baird to the Travis County Board of Review pursuant to the Chapter 71.008, Fire Code.

RESULT: ADDED TO CONSENT

- 14. Consider and take appropriate action regarding ratification of memorandum of understanding between Travis County and Texas Military Forces to allow a secure landing zone at Camp Mabry for Star Flight aircraft during rescue operations.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

- 15. Consider and take appropriate action on the use of an alternative fiscal agreement for Sorento, Phase Three in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 16. Consider and take appropriate action on a cash security agreement with Echelon Home for sidewalk fiscal for Lake Pointe, Section Seven, Lot 22, Block B in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 17. Consider and take appropriate action on a request for a variance to County On-Site Sewage Facility Regulations to allow two dwellings to be placed on less than two acres of land at 12609 Mystic Drive in Precinct Three. (Commissioner Daugherty)

RESULT: POSTPONED

Reset for: 12/30/2014

- 18. Consider and take appropriate action on the following:
 - a. The acceptance of the dedication of the public streets and drainage facilities within Senna Hills, Sections Seven through Eleven; and

- b. A variance to Chapter 82.401(C)(4) of the Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities within Senna Hills, Section Six in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on the following:

- a. An exemption from the platting requirements for the Overlook at Amarra Drive condominium project (14-4746) (20 single-family detached units located on 19.75 acres); and
- b. A condominium construction agreement in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on the following:

- a. Approval of Bella Colinas Section Two Final Plat (final plat – 26 single-family lots on 6.90 acres – Vail Divide – City of Bee Cave ETJ); and
- b. A subdivision construction agreement for Bella Colinas, Section Two in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on the following:

- a. An exemption from platting requirements for Steiner Ranch MU-14 condominium project - seventy four duplex structures, one hundred forty eight (148) total units on a 81.35 acre site; and
- b. A condominium construction agreement. (Commissioner Todd)

Members of the Court heard from:

Brian Thompto, President, Steiner Ranch Neighborhood Association
Anna Bowlin, Division Director, Development Services and Long Range Planning,
Transportation and Natural Resources (TNR)

MOTION: Approve Item 21.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

Planning and Budget Dept. Items

22. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Adan Ballesteros, Constable, Precinct 2
Bryon Curtis, Office Manager Senior, Constable Precinct 5 Office

MOTION: Pull Budget "Other" Item O1, bring it back to Court after January 1, 2015, and allow for a 60-day extension of any affected positions that become vacant during that time.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

MOTION: Approve Budget Items D1 and D2, as indicated in the revised and additional backup documentation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

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

- a. Contract amendment with the Center for Effective Public Policy to extend the term of the Justice Reinvestment Initiative Grant Program to September 30, 2015 in the Criminal Justice Planning Department; and
- b. Permission to continue the Low-Income Home Energy Assistance Act Weatherization Assistance Program in the Health and Human Services and Veterans Service Department until a contract can be executed.

RESULT: **ADDED TO CONSENT**

24. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: **ADDED TO CONSENT**

25. 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 \$1,116,625.59 for the period of December 5 to December 11, 2014.

RESULT: **ADDED TO CONSENT**

26. Consider and take appropriate action on request to approve Amendment Four to 2011 Depository Contract and the amended schedule of fees.

RESULT: **ADDED TO CONSENT**

Other Items

27. Consider and take appropriate action regarding bond renewal for visiting Justice of the Peace Robert A. Perkins.

RESULT: **ADDED TO CONSENT**

28. Approve bonds and bond renewals for the following elected officials:

a. New:

i. Todd Wong, Judge, County Court at Law #1:

RESULT: Item 28.a(i) ADDED TO CONSENT

ii. Velva Price, District Clerk:

RESULT: Item 28.a(ii) PULLED

iii. Guy Herman, Judge, County Probate Court: and

iv. Brigid Shea, Precinct 2, County Commissioner: and

RESULT: Items 28.a(iii) and (iv) ADDED TO CONSENT

b. Renewal:

i. Eric Shepperd, Judge, County Court at Law #2;

ii. Mike Denton, Judge, County Court at Law #4;

iii. Brandy Mueller, Judge, County Court at Law #6;

iv. Dana Debeauvoir, County Clerk;

RESULT: Items 28.ab(i), (ii), (iii), and (iv) ADDED TO CONSENT

v. Yvonne M. Williams, Precinct 1, Justice of the Peace;

RESULT: Item 28.b(v) PULLED

vi. Raul Arturo Gonzalez, Precinct 4, Justice of the Peace; and

vii. Herb Evans, Precinct 5, Justice of the Peace.

RESULT: Items 28.b.(vi) and (vii) ADDED TO CONSENT

29. Ratify decision for Travis County Sheriff's Office Special Response Team to take assigned vehicles to free training in New Mexico at Federal Law Enforcement Training Center.

RESULT: ADDED TO CONSENT

30. Consider and take appropriate action on budget request from Travis County District Attorney's Office and the Travis County Attorney's Office for additional staff to meet discovery requirements under the Michael Morton Act.

Members of the Court heard from:

Victoria Ramirez, Budget Analyst, PBO

John Neal, First Assistant Travis County District Attorney

David Escamilla, Travis County Attorney

MOTION: Approve Item 30, as proposed by the Planning and Budget Office, as it is agreeable to the County Attorney and District Attorney.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

31. Approve order setting the two meeting terms for the Travis County Probate Court for Calendar Year 2015 as January 1, 2015 through June 30, 2015 and July 1, 2015 through December 31, 2015.

RESULT: **ADDED TO CONSENT**

32. Consider and take appropriate action on a request from the Capital Metropolitan Transportation Authority to invest in transit solutions for residents outside of its service area in northeast Travis County. (Commissioner Davis and Commissioner Daugherty)

Members of the Court heard from:

Todd Hemingson, Vice President, Strategic Planning and Development, Capital
Metropolitan Transportation Authority (Cap Metro)
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve Item 32, Attachment D, as proposed by Commissioner Daugherty, to begin in June, 2015. The source of funding is the Allocated Reserve.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT: Margaret J. Gómez

33. Consider and take appropriate action on reappointment to the Board of Commissioners of Emergency Services District Eleven for the term of January 1, 2015 to December 31, 2016:

- a. Belinda Ruiz; and
b. Steve Reveille. (**Commissioner Gómez**)

RESULT: **ADDED TO CONSENT**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

34. Consider and take appropriate action on an offer to sell approximately 4.7 acres of undeveloped land located northeast of the intersection of SH 130 and U.S. Highway 290 East for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program in Precinct One.¹ and² (Commissioner Davis)

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: POSTPONED

35. Receive briefing from outside counsel and take appropriate action in Steven Brand v. Travis County; Cause No. 1:14-CV-00658-LY.¹

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve the mediated settlement agreement, which requires Travis County to pay the sum of \$270,000.00, and authorize Bill Paterson, Risk Manager, Human Resources Management Department (HRMD) to sign the agreed document after it is prepared.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty

ABSENT: Margaret J. Gómez

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, December 30, 2014 on the proposed Chapter 48, Rules of Travis County, Texas for On-Site Sewage Facilities.

MOTION: Approve Consent Items C1–C3 and Agenda Items 4, 5, 6, 7, 8, 9, 10, 11.a–b, 13, 14, 15, 16, 18.a–b, 19.a–b, 20.a–b, 23.a–b, 24, 25, 26, 27, 28, 29, 31, 33.a–b, A1, and A2.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Ron Davis, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty

ABSENT: Margaret J. Gómez

Added Items

- A1.** Consider and take appropriate action to approve the cooperative agreement between the Office of the Attorney General and the Travis County Domestic Relations Office for the Integrated Child Support System.

RESULT: ADDED TO CONSENT

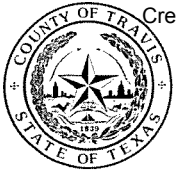
- A2.** Consider and take appropriate action to approve the cooperative agreement between the Office of the Attorney General and the Travis County Domestic Relations Office for the FY2015/2016 State Case Registry and local customer service.

RESULT: ADDED TO CONSENT

Minutes approved by the Commissioners Court

Date of Approval

Sarah Eckhardt, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: January 6, 2015

Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, January 27, 2015 to receive comments regarding a request to authorize the filing of an instrument to vacate several five foot wide public utility easements located along various common lot lines of Lots 36, 37, 38, 39, and 46 of Highland Club Village, Section One – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate several five foot wide public utility easements (PUEs) located along various common lot lines of Lots 36, 37, 38, 39, and 46 of Highland Club Village, Section One. The easements are dedicated by plat note and are more specifically located along the common lot lines of Lot 36 with Lots 37 & 46, Lot 37 with Lots 39 & 46, and the common lot line of Lots 38 & 39. The subject lots front on Lago Vista Drive and Highland Drive, two streets accepted and maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements as outlined in the attached exhibits. At the request of Austin Energy and AT&T, the two easements along the common lot line of Lots 37 and 38 will remain. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter this request is to allow the property owner to install their septic system and to remedy the existing encroachment issues. The septic system will cross the lot line between Lots 38 and 39. The existing encroachments from the previous owner occur on Lots 36, 37, and 46. Vacating the easements between the subject lots should resolve any existing and potential encroachment issues.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Siteplan
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Highland Club Village, Section One

ORDER OF VACATION

STATE OF TEXAS

§

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of several five foot wide public utility easements located along various common lot lines of Lots 36, 37, 38, 39, and 46 of Highland Club Village, Section One as recorded at Volume 15, Page 72 of the Plat Records of Travis County, Texas;

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

WHEREAS, the two five wide public utility easements located along the common lot line of Lots 37 and 38 will remain;

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on January 27, 2015 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easements located along various common lot lines of Lots 36, 37, 38, 39, and 46 of Highland Club Village, Section One, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2015.

SARAH ECKHARDT, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER BRIGID SHEA
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GÓMEZ
PRECINCT FOUR

EASEMENT RELEASE AREA:

LEGAL DESCRIPTION: Being 0.07 acres or 671.87 square feet of land out of Lots 36, 37, 38, 39 and 46 of Highland Club Village, Section One, a subdivision in Travis County, Texas, according to the plat recorded in Volume 15, Page 72 of the Plat Records of Travis County, Texas; Said 0.07 acre or 671.87 square feet tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc in April, 2012 and July, 2014:

BEGINNING at a calculated point in the east line of Highland Drive and the west line of said Lot 36 for a corner hereof and from which a 1/2 inch iron rod found for the southwest corner of said Lot 36 bears South 05°55'58" West a distance of 112.90 feet;

THENCE along east line of said Highland Drive, the following 2 courses:

1. Along the west line of said Lot 36, along a curve turning to the right with an arc length of 5.02 feet, with a radius of 220.76 feet, with a chord bearing of North 19°44'01" East, with a chord length of 5.02 feet to a 3/4 inch iron pipe found for the southwest corner of said Lot 37, the northwest corner of said Lot 36 and a corner hereof;
2. Along the west line of said Lot 37, along a compound curve turning to the right with an arc length of 5.01 feet, with a radius of 220.76 feet, with a chord bearing of North 20°43'42" East, with a chord length of 5.01 feet to a calculated point in the west line of said Lot 37 for a corner hereof and from which a 3/4 inch iron pipe found for a corner of said Lot 37 bears North 21°42'23" East a distance of 2.53 feet;

THENCE crossing said Lot 37, the following 4 courses:

1. South 65°27'11" East a distance of 87.01 feet being 5.00 feet to the left of and parallel to the common line of said Lot 36 and Lot 37 to a calculated point for a corner hereof;
2. North 27°08'46" East a distance of 48.74 feet being 5.00 feet to the left of and parallel to the common line of said Lot 37 and said Lot 46 to a calculated point for a corner hereof;
3. North 06°20'02" West a distance of 35.94 feet being 5.00 feet to the left of and parallel to the common line of said Lot 37 and Lot 39 to a calculated point for a corner hereof;
4. South 79°34'41" East a distance of 5.22 feet being 5.00 feet to the right of and parallel to the common line of said Lot 37 and said Lot 38 to a calculated point in the west line of said Lot 39 and the east line of said Lot 37 for a corner hereof;

THENCE North 06°20'02" West a distance of 10.44 feet along the west line of said Lot 39, the east line of said Lot 37 and the east line of said Lot 38 to a calculated point for a corner hereof;

THENCE crossing said Lot 38, the following 2 courses:

1. North 79°34'41" West a distance of 5.22 feet being 5.00 feet to the right of and parallel to the common line of said Lot 38 and said Lot 37 to a calculated point for a corner hereof;
2. North 06°20'02" West a distance of 73.61 feet being 5.00 feet to the left of and parallel to the common line of said Lot 38 and said Lot 39 to a calculated point in the south line of Lago Vista Drive and the north line of said Lot 38 for a corner hereof and from which a 3/4 inch iron pipe found for a corner of said Lot 38 bears South 88°30'49" West a distance of 14.29 feet;

THENCE along the south line of said Lago Vista Drive, the following 2 courses:

1. Along the north line of said Lot 38, along a curve turning to the left with an arc length of 5.01 feet, with a radius of 522.71 feet, with a chord bearing of North 87°27'22" East, with a chord length of 5.01 feet to a 3/4 inch iron pipe found for the northeast corner of said Lot 38, the northwest corner of said Lot 39 and for a corner hereof;
2. Along the north line of said Lot 39, along a compound curve turning to the left with an arc length of 5.01 feet, with a radius of 522.71 feet, with a chord bearing of North 86°50'54" East, with a chord length of 5.01 feet to a calculated point for a corner hereof and from which a 1/2 inch iron rod found for the northeast corner of said Lot 39 bears North 83°14'28" East a distance of 70.77 feet;

THENCE South 06°20'02" East a distance of 119.16 feet crossing said Lot 39 being 5.00 feet to the left of and parallel to the common line of said Lot 38, said Lot 37 and said Lot 39 to a calculated point in the south line of said 39 and the north line of Lot 45 of said Highland Club Village, Section One for a corner hereof;

THENCE South 64°35'07" West a distance of 5.29 feet along the common line of said Lot 45 and said Lot 39 to a 3/4 inch iron pipe found for the common corner of said Lot 37, said Lot 39, said Lot 45 and said Lot 46 and a corner hereof;

THENCE South 37°35'29" East a distance of 5.53 feet along the common line of said Lot 45 and said Lot 46 to a calculated point for a corner hereof and from which a 3/4 inch iron pipe found for the southeast corner of said Lot 46 bears South 37°35'29" East a distance of 109.67 feet;

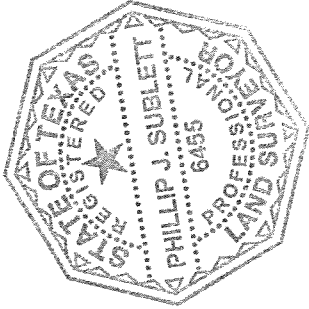
THENCE South 27°08'46" West a distance of 104.98 feet crossing said Lot 46 being 5.00 feet to the left of and parallel to the common line of said Lot 46, said Lot 37 and said Lot 36 to a calculated point in the common line of said Lot 46 and Lot 35 of said Highland Club Village, Section One for a corner hereof and from which a 3/4 inch iron pipe found for the southwest corner of said lot 46 bears South 37°35'09" East a distance of 64.67 feet;

THENCE along the east and north line of said Lot 35, the following 2 courses:

1. North 37°35'09" West a distance of 5.53 feet along the west line of said lot 46 to a 3/4 inch iron pipe found for the common corner of said Lot 35, said Lot 36 and said Lot 46 and for a corner hereof;
2. South 64°53'02" West a distance of 8.17 feet along the south line of said Lot 36 to a calculated point for a corner hereof and from which a 1/2 inch iron rod found for the southwest corner of said Lot 36 bears South 64°53'02" West a distance of 73.30 feet;

THENCE crossing said lot 36, the following 2 courses:

1. North 27°08'46" East a distance of 51.18 feet being 5.00 feet to the left of and parallel to the common line of said Lot 36 and said Lot 46 to a calculated point for a corner hereof;
2. North 65°27'11" West a distance of 85.80 feet being 5.00 feet to the left of and parallel to the common line of said Lot 36 and said Lot 37 to the POINT OF BEGINNING containing 0.07 acres or 671.87 square feet more or less, and as shown on plat certified herewith.





CTL

Cross Texas Land Services, Inc

HQ: 111 Austin Street, Mason, Texas, 76856
(877)347-6883

TX. FIRM REG. #100248-00 & #10193808, OK CA #5856
www.crosstexlandservices.com

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Phillip J. Sublett
REGISTERED PROFESSIONAL LAND SURVEYOR
12-1-2014
DATE

REFERENCE: TOM & BRENDA SIEGEL
ADDRESS: 3901 HIGHLAND DRIVE
LEGAL DESCRIPTION: BEING 0.07 ACRES OR 671.87 SQUARE FEET OF LAND OUT OF LOTS 36, 37, 38, 39 AND 46 OF HIGHLAND CLUB VILLAGE, SECTION ONE, A SUBDIVISION IN HAVAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 72, T.C.P.R.
OR NO: 14-01676
DRAWN BY: MJW
FIELD BOOK: 183/45 & 214/70
EXHIBIT "A" PAGE 2 OF 2

LAGO VISTA DRIVE (50' R.O.W.)

Created 12-31-14 @ 3:15 pm

LOT 40

LOT 38

LOT 39

LOT 37

LOT 44

LOT 45

LOT 36

LOT 46

LOT 35

HIGHLAND DRIVE (50' R.O.W.)

LAGO VISTA DRIVE (50' R.O.W.)

0.07 ACRES
OR 671.87
SQUARE FEET

P.O.B.
FROM WHICH A 1/2"
IRON ROD FOUND
BEARS S05°55'58"W
112.90'

FROM WHICH A 3/4"
IRON PIPE FOUND
BEARS N21°42'23"W
2.53'

FROM WHICH A 1/2"
IRON ROD FOUND
BEARS S88°30'49"W
14.29'

FROM WHICH A 3/4"
IRON PIPE FOUND
BEARS S37°35'29"E
109.67'

FROM WHICH A 1/2"
IRON ROD FOUND
BEARS S64°53'02"W
73.30'

FROM WHICH A 3/4"
IRON PIPE FOUND
BEARS S37°35'09"E
64.67'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	220.76'	5.02'	5.02'	N 19°44'01" E	1°18'08"
C2	220.76'	5.01'	5.01'	N 20°43'42" E	1°18'02"
C3	522.71'	5.01'	5.01'	N 87°27'22" E	0°32'57"
C4	522.71'	5.01'	5.01'	N 86°50'54" E	0°32'56"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 65°22'11" E	87.01'
L2	N 27°08'46" E	48.74'
L3	N 06°20'02" W	35.94'
L4	S 79°34'41" E	5.22'
L5	N 06°20'02" W	10.44'
L6	N 79°34'41" W	5.22'
L7	N 06°20'02" W	73.61'
L8	S 06°20'02" E	119.16'
L9	S 37°35'29" E	5.29'
L10	S 37°35'29" E	5.53'
L11	S 27°08'46" W	104.98'
L12	N 37°35'09" W	5.53'
L13	S 64°53'02" W	8.17'
L14	N 27°08'46" E	51.18'
L15	N 65°27'11" W	85.80'

LEGEND:

- BOUNDARY LINE
- ADJOINER LINE
- SURVEY LINE
- BURIED UTILITY LINE
- FENCE
- OVERHEAD UTILITY LINE
- PAVE
- PUBLIC UTILITY EASEMENT
- B.L.
- BUILDING SETBACK LINE
- RECORD CALL
- (HRC-DIST.)
- T.C.P.R. - TRAVIS COUNTY PLAT RECORDS
- IRON PIPE FOUND
- IRON ROD FOUND
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1200 NAIL FOUND



Cross Texas Land Services, Inc

HQ: 111 Austin Street, Mason, Texas, 76856
(877)347-6883

TEXAS - OKLAHOMA

TX. FIRM REG. #100248-00 & #10193808, OK. CA #5856
www.crosstexaslandservices.com

- NOTE:
- BEARINGS, DISTANCES & ACREAGE ARE GRID. NAD 83 US TX CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
 - IRON ROD SET ARE 1/2" INCH IRON REBAR WITH PLASTIC CAPS MARKED "C1" S

FILE: S:\DATA\HAWK\PROJECTS\HIGHLAND CLUR VILLAGE SEC 1\14-01676 3901 HIGHLAND DRIVE - TOPG- UPDATE\HIGHLAND 14-01676 HIGHLAND ABANDONMENT 11-26-14 DWG

REFERENCE TOW & BRENDA SCDIA

ADDRESS: 3901 HIGHLAND DRIVE

LOCAL DESCRIPTION: BEING 0.07 ACRES, OR 671.88 SQUARE FEET

OF LAND OUT OF LOTS 36, 37, 38, 39 AND 46 OF HIGHLAND

CLUR VILLAGE, SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY,

TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN

VOLUME 15, PAGE 72, T.C.P.R.

DRAWN BY: M.W.

FILED BOOK: 181/45 & 214/40

EXHIBIT "A" PAGE 1 OF 12

December 9, 2014

Dear Mr. Scoggins,

This letter is in response to your email dated November 6, 2014 requesting 1) a letter explaining the reasoning behind our request (below), along with legal description of the property (Exhibit H), 2) metes and bounds description (with sketch) sealed by a surveyor (2 sealed originals) 3) proposed site plan (Exhibit A) 4) Utility sign-offs. In addition you previously asked for a parking plan. It is also included. (Exhibit G)

EXPLANATION OF THE REASONING BEHIND OUR ORIGINAL REQUEST.

We have applied for a non-residential permit with Travis County to build a small commercial kitchen on one of our 5 connected lots, (See attached surveys, Exhibit A & B. We own lots 46, 36, 37, 38 & 39).

Our son, Chef Stephen Sicola and his wife, Sarah Sicola, a certified nutritionist, will use the kitchen. The kitchen will not be used as a restaurant open to the public but rather for small private events, seasonal farm to table events, small supper clubs, culinary classes, farm to table camps for children and to prepare food for offsite catering.

One of the requirements for the kitchen is an additional septic system, (see attached septic plan, Exhibit C). You will notice that the proposed septic system will cross the easements on lots 38 and 39. And, the previous owner built structures that encroach on lots 36, 37 and 46.

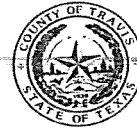
Our request is for the release of all the interior easements, with the exception of the easement between Lots 38 and 37, which Austin Energy and AT&T did not release. However, all of the other easements have been released on the interior of the property by all Utilities involved. All Documentation is included in this packet. Please note that we will not sell any of the lots, as they are all part of the Farm to Table concept.

Also attached for your review are exterior elevations, Exhibit E and Interior layout, Exhibit F.

Thank you for your consideration,

Tom & Brenda Sicola

~~EXHIBIT H~~



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3901 Highland Dr. Austin, TX 78734 (address) and/or Lots 36, 37, 38, 39 & 46 Highland Club Village, Sect 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry Marley 9.17.14
Reviewer: Henry Marley

Deborah S. Gernes
Signature
Deborah S. Gernes
Printed Name
General Manager
Title
Travis Cty WKD 17
Utility Company or District

Date

Please return this completed form to:

512-426-5404
tsicola@austin.rr.com

Brenda Sicola
Name
3546 Adirondack Tr #11
Address
Austin, TX 78759
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

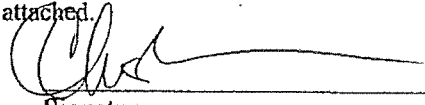
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3901 Highland Dr. Austin, TX 78734 (address) and/or Lots 36, 37, 38, 39, & 46 Highland Club Village, Sect 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document. Austin Energy does not required easements (PUE) between

☒ Lots 36, 37; 38, 39; 36, 46; 37, 46
We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached. Austin Energy does REQUIRED the existing PUE to remain between Lots 37 and 38 of Highland Club Village Section One to cover AE existing facilities.

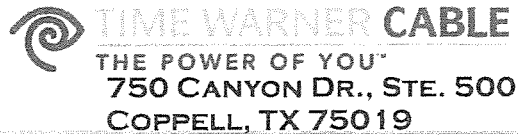

Signature
Christine Espinoza for R. Long
Printed Name
Public Involvement & Real Estate Service Right
Title
COA - Austin Energy
Utility Company or District
12-23-2014
Date

Please return this completed form to:

Name

Address

City/State/Zip



October 23, 2014

Brenda Sicola
3901 Highland Drive
Austin, TX 78734

SUBJECT: Abandonment of 3901 Highland Drive, Austin TX 78734.

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the interior easements near 3901 Highland Drive, located within the city of Austin, TX.

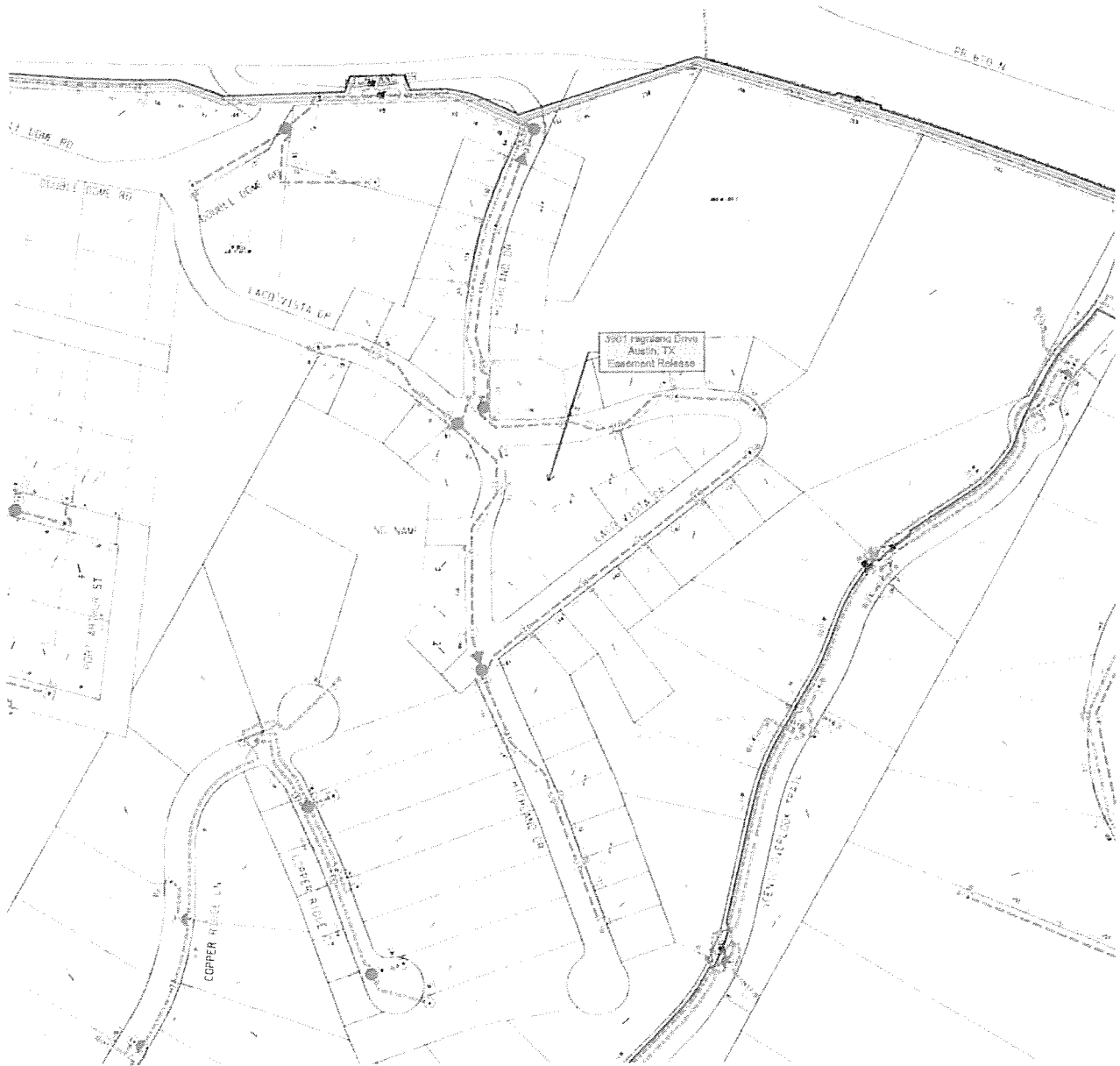
If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,

Marty Morelan

A handwritten signature in black ink, appearing to read "Marty Morelan", written in a cursive style.



PROJECT INFORMATION	Location Name: <u>CTX Austin</u>																			
	Activity Name: <u>Forced Relocation</u>																			
	Project Name: <u>3901 Highland Drive_Austin TX</u>		Job/ DOCK #: _____																	
	Line of Business: <u>408 - Forced Relocations</u>	Project Driver: <u>Replacement - Identified</u>																		
	Project Type: <u>Forced Relocation</u>	BW/Fiber Activity: <u>Other</u>																		
	PA Type: <u>New</u>	Existing Bandwidth: <u>N/A</u>																		
Category: <u>Forced Plant Relo</u>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>BU</th> <th>Project #</th> <th>OU</th> <th>BS</th> <th>Product</th> <th>FA</th> <th>Res Cat</th> <th>Sub Cat</th> </tr> </thead> <tbody> <tr> <td>14900</td> <td>#N/A</td> <td>1551</td> <td>##</td> <td>n/a</td> <td>601</td> <td>FRELO</td> <td>Multiple</td> </tr> </tbody> </table>					BU	Project #	OU	BS	Product	FA	Res Cat	Sub Cat	14900	#N/A	1551	##	n/a	601	FRELO	Multiple
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14900	#N/A	1551	##	n/a	601	FRELO	Multiple													
<p><u>Project Scope</u></p> <p style="text-align: center;">This is a replat Cost for this project will be \$0.00.</p>																				

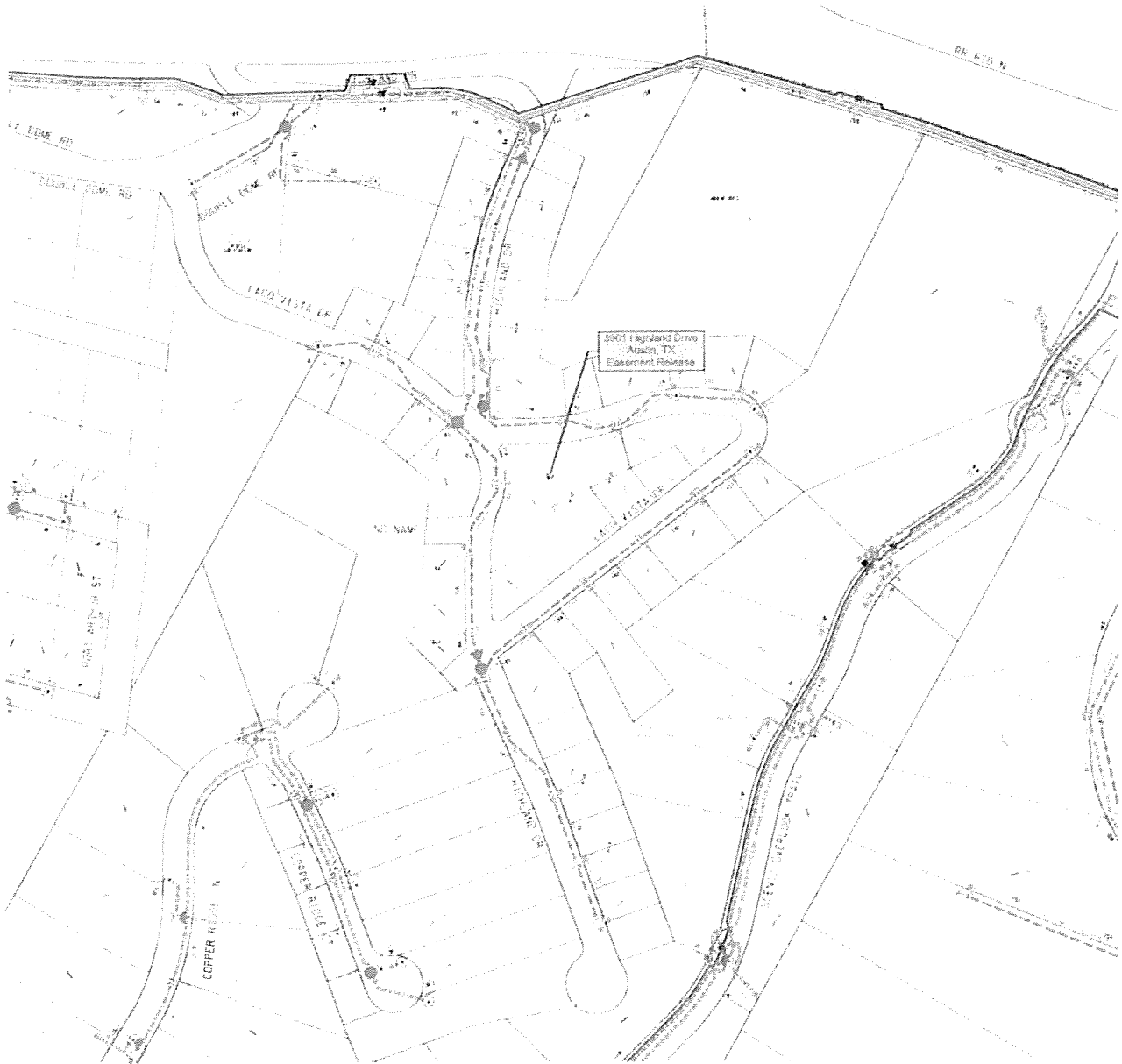
PURCHASE INFORMATION			Contract Labor	In-House Labor	Materials	Freight	Reimbursement	Total
	<u>FRELO</u>							
	Design - Aerial	A10 601						
	Make Ready - Aerial	A11 601						
	Strand & Hardware - Aerial	A12 601						
	Splicing & Electronics -Aerial	A13 601						
	Fiber Construction - Aerial	A14 601						
	Coaxial Construction - Aerial	A15 601						
	Capitalized Interest - Aerial	A16 601						
	Design - UG		U10 601					
	Make Ready - UG		U11 601					
	Hardware - UG		U12 601					
	Splicing & Electronics - UG		U13 601					
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	Capitalized Interest - UG		U16 601					
	<u>EQHDE</u>							
	Fiber Optronics - Headend	H31 601						
	<u>INSTL</u>							
	Drops - New Connects		601					
	Make Ready - Replacements							
	TOTALS	Total Labor						
		Total Material						
		GRAND TOTAL - ESTIMATE ONLY						

APPROVALS	Requested By:		Client Approved By:	
	Name: <u>Matt Brashier</u>		Name: _____	
	Title: <u>Forced Relo Coordinator</u>		Title: _____	
	Phone: _____	Date: _____	Phone: _____	Date: _____
	Signature: _____	<u>11/3/2014</u>	Signature: _____	_____

PROJECT INFORMATION	Location Name: <u>CTX Austin</u>																			
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	IN STL							
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GRAND TOTAL - ESTIMATE ONLY								

APPROVALS	Requested By:		Client Approved By:	
	Name: <u>Matt Brashier</u>		Name: _____	
	Title: <u>Forced Relo Coordinator</u>		Title: _____	
	Phone: _____	Date: _____	Phone: _____	Date: _____
	Signature: _____	<u>11/3/2014</u>	Signature: _____	_____





SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

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

Lots 36, 37, 38, 39 and 46, Highland Club Village, Section 1, Deed of record in Document 2013104380, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Volume 15, Page 72, Plat Records of Travis County, Texas,

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

5 feet on each side of the common lot lines for lots 38 & 39, 36 & 37, 46 with 36 & 37

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 30th day of OCTOBER, 2014

SOUTHWESTERN BELL TELEPHONE COMPANY

Name DAVID A. WILLIAMS

Title: HEAD CSP PLS & ENGRS DESIGN

THE STATE OF TX
COUNTY OF TRAVIS

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

Given under my hand and seal of office this the 30th day of October, 2014.



Susan O. Bush
Notary Public in and for the State of TEXAS
My Commission Expires 10-3-2015

EXHIBIT A

LAGO VISTA DRIVE (50' R.O.W.)



Property at 3901
Highland
Drive, 78734.

HIGHLAND DRIVE (50' R.O.W.)

LAGO VISTA DRIVE (50' R.O.W.)



- Legend:
- 1. Surveyed
 - 2. Easement
 - 3. Easement
 - 4. Easement
 - 5. Easement
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1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	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EXHIBIT B

LAGO VISTA DRIVE (50' R.O.W.)

Proposed
Commercial
Kitchen

HIGHLAND DRIVE (50' R.O.W.)

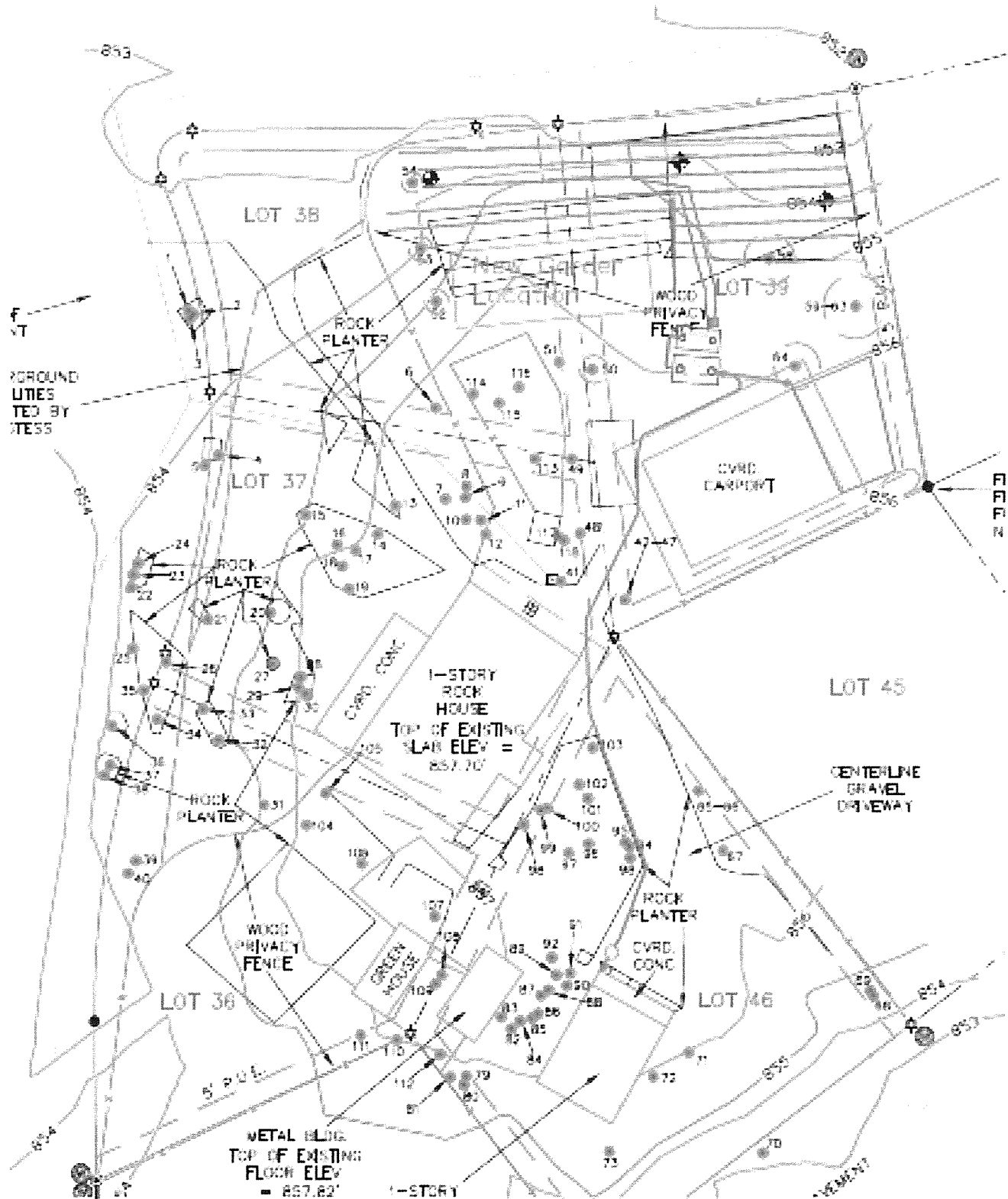
LAGO VISTA DRIVE (50' R.O.W.)



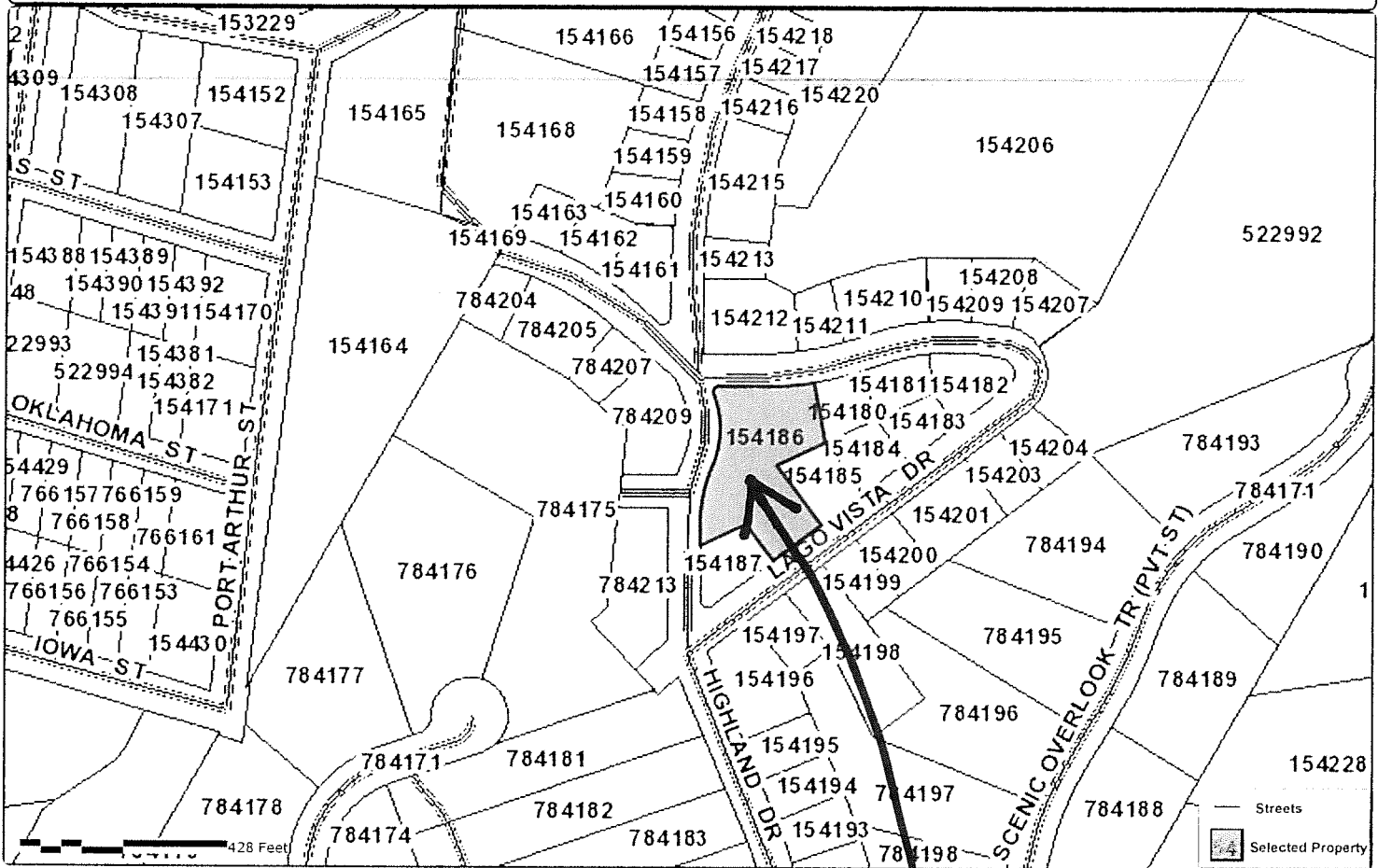
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EXHIBIT C

Septic Design Model



Travis CAD - Map of Property ID 154186 for Year 2014



Property Details

Account

Property ID: 154186
Geo ID: 0152550509
Type: Real
Legal Description: LOT 36-39,46 HIGHLAND CLUB VILLAGE SEC 1

Location

Situs Address: 3901 HIGHLAND DR TX 78734
Neighborhood: R4300
Mapsc0: 490H
Jurisdictions: 52, 07, 0A, 2J, 17, 03

Owner

Owner Name: SICOLA THOMAS JR & BRENDA
Mailing Address: , 8546 ADIRONDACK TR #11, AUSTIN, TX 78759

Property

Appraised Value: \$393,205.00

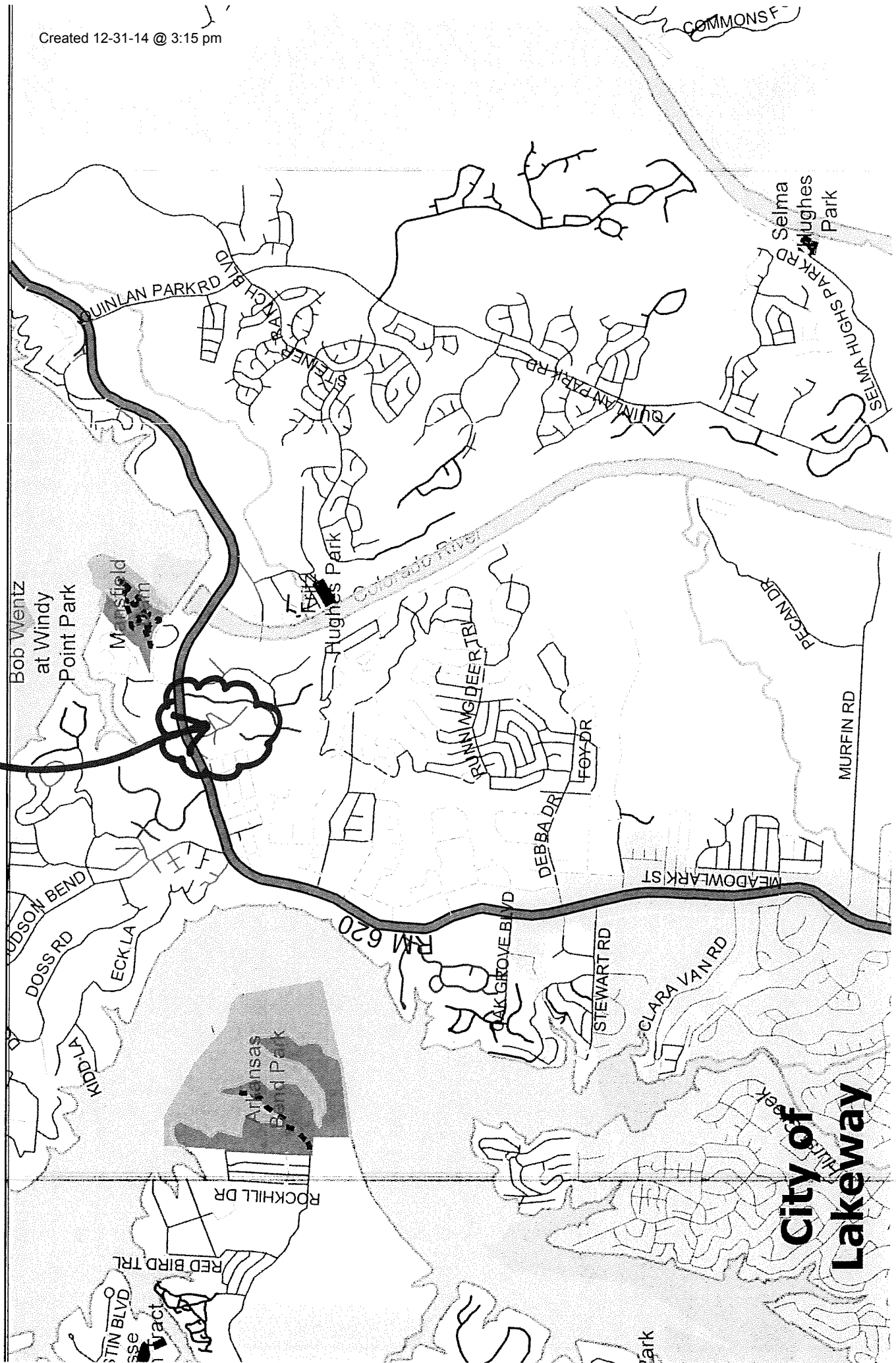
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<http://propaccess.traviscad.org/Map/View/Map/1/154186/2014>

powered by
PropertyACCESS
www.trueautomation.com

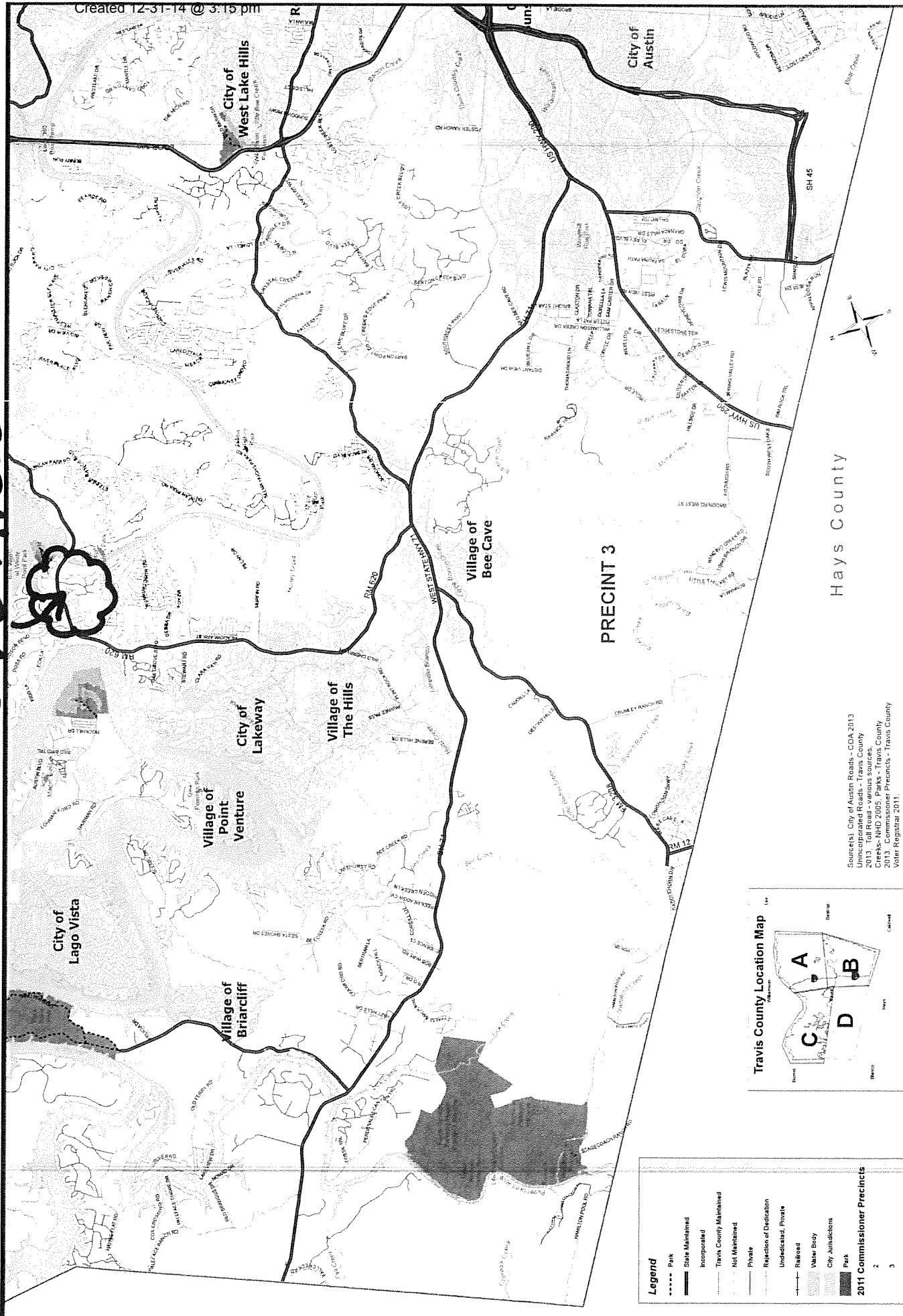
Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Site Area



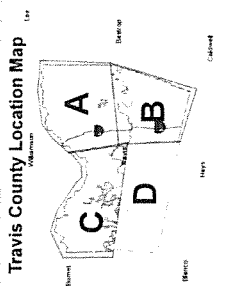
Site Area

Created 12-31-14 @ 3:15 pm



Hays County

Sources: City of Austin Roads - COA 2013
 Unincorporated Roads - Travis County
 2013, all Road - various sources, County
 2013, all Road - Travis County
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011.



Legend

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

- 1
- 2
- 3

Map Prepared by Travis County
 Dept. of Transportation & Natural
 Resources. Date 5/2/2013



Travis County Roadways, Map D

This product is for informational purposes, and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: January 6, 2015

Prepared By/Phone Number: Robert Resnick, Commissioners Court
Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County
Clerk

Commissioners Court Sponsor: Judge Eckhardt

AGENDA LANGUAGE: Approve the Northwest Travis County Road
District No. 3 (Golden Triangle) Minutes for the Voting Sessions of
December 9 & 23, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, December 9, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 9, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

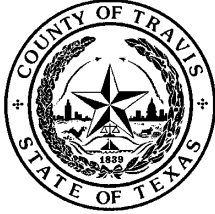
2. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) minutes for the voting sessions of November 18 and 25, 2014

MOTION: Approve the minutes in Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Sarah Eckhardt, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, December 23, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 23, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION:	Approve the claims in Item 1.
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gerald Daugherty, Commissioner
SECONDER:	Ron Davis, Commissioner
AYES:	Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSENT:	Margaret J. Gómez

Minutes approved by the Commissioners Court

Date of Approval

Sarah Eckhardt, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: January 6, 2015

Prepared By/Phone Number: Robert Resnick, Commissioners Court
Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County
Clerk

Commissioners Court Sponsor: Judge Eckhardt

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1
(Galleria) Minutes for the Voting Session of December 9, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

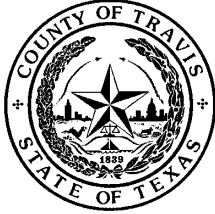
STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, December 9, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on December 9, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the claims and investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 (Galleria) minutes for the voting sessions of November 18 and 25, 2014.

MOTION: Approve the minutes in Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Sarah Eckhardt, Travis County Judge



Travis County Commissioners Court Agenda Request

TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: January 6, 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: Sarah Eckhardt, President

AGENDA LANGUAGE:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATIONS:

- A. PRESIDENT;
- B. VICE-PRESIDENT;
- C. SECRETARY;
- D. TREASURER; AND
- E. ASSISTANT SECRETARY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Backup not required.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

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

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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