



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: John Carr, Facilities Management, 854-4772  
Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director  
Sponsors: Commissioner Davis

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### **AGENDA LANGUAGE:**

Receive recommendations for the naming of the new Travis County building at 4717 Heflin Lane.

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

On January 18, 2011, the Commissioners Court approved issuing a call for recommendations on naming the new Precinct One office building at 4717 Heflin Lane. Facilities Management Department (FMD) sent out a press release and posted the call on the Travis County webpage. The due date for nominations was set as close of business, Monday, February 21, 2011.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department recommends holding a public hearing to discuss the nomination for naming of the new Travis County building at 4717 Heflin Lane according to Travis County Code, Policy for Naming Travis County Facilities §1.020 (b) (1).

Facilities Management Department received only one attached official recommendation to name the New Precinct One Office building after Judge Richard E. Scott. This recommendation, signed by 14 judges, recommends the building be named in honor of Judge Richard E. Scott.

According to Travis County Code, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioners Court, for review and comment after a public hearing.

Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.

Upon receipt of the comments and recommendations made by the reviewing group, the Commissioners Court will consider all recommendations and make a final determination.

**ISSUES AND OPPORTUNITIES:**

Facilities Management Department will complete the construction of the New Precinct One Office building in March 2011 and complete the transition to move the users to the new building in April 2011.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A - Public Hearing Only

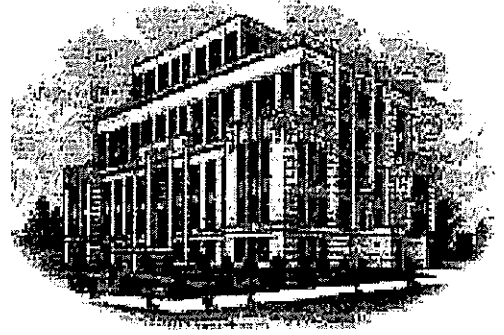
**REQUIRED AUTHORIZATIONS:**

Facilities Management	John Carr	Completed	02/22/2011 5:09 PM
Facilities Management	Roger El-Khoury	Completed	02/22/2011 6:06 PM
Emergency Services	Danny Hobby	Pending	
Commissioner Precinct 1 Office	Ron Davis	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

# COUNTY OF TRAVIS

## STATE OF TEXAS

**HERB EVANS**  
JUSTICE OF THE PEACE, PRECINCT 5  
P.O. BOX 1748  
AUSTIN, TX 78767  
TELEPHONE (512) 854-9050  
FACSIMILE (512) 854-9640



December 15, 2010

The Hon. Sam Biscoe  
Travis County Judge  
The Hon. Ron Davis  
Travis County Commissioner, Pct. 1  
The Hon. Sarah Eckhardt  
Travis County Commissioner, Pct. 2  
The Hon. Karen Huber  
Travis County Commissioner, Pct. 3  
The Hon. Margaret Gomez  
Travis County Commissioner, Pct. 4

Re: Judge Richard E. Scott

Dear Judge Biscoe and Commissioners:

This is to recommend that you honor our community by naming the new Precinct One building for retiring Judge Richard E. Scott.

For the past 36 years, Judge Richard E. Scott has served Travis County with great distinction and integrity. He has been a leader in his community and his church, giving of his time and energy for various groups and causes for many years, such as the Urban League, the NAACP and Leadership Austin.

Judge Richard E. Scott has been a leader in his profession, serving as an example and mentor to fellow justices of the peace in this county and others. He is a past chair of the Judicial Council of the National Bar Association. He has also taught Criminal Law at Austin Community College.

As a judge he has worked tirelessly for justice for all in our community, setting a standard for government service with great honor and ability. There has never been a hint of impropriety regarding him or his office. Judge Richard E. Scott has distinguished himself by his leadership, his service as a judge, and as an outstanding man of the people.

It would be a proper recognition of a great career to name the new Travis County Precinct One Building for Judge Richard E. Scott.

Herb

Jrecher

Michelle D. Trana-Doyal

Janet Wisser

Susan Steeg

Ellen

Amy

Blank handwriting lines

Bob Perkins

Jan Meland

Tommy

Kenneth

Charles Webb

Barbara Bembrey

Blank handwriting lines

THE HONORABLE RICHARD E. SCOTT  
Justice of the Peace, Precinct One  
Travis County, Texas  
January 1, 1975 to December 31, 2010

Judge Richard E. Scott was elected in 1974 as the first African American judge in Travis County. He was re-elected eight more times, serving Travis County as a judge for thirty six years until his retirement on December 31, 2010.

A native of Kilgore, Texas, Judge Scott was born on Christmas Day, 1945, to Mr. James Scott and Mrs. Cliffie Mae Scott, the youngest of their five children.

In 1968, he earned his Bachelors Degree in political science from Prairie View A&M University. Judge Scott was admitted to the University of Texas Law School, graduating in 1972 with a Doctor of Jurisprudence Degree.

After admittance to the State Bar of Texas, Judge Scott was one of the first African American lawyers to practice law in Travis County. He also taught Criminal Law at Austin Community College.

Judge Scott demonstrated leadership and service throughout his career. He served as a member of the sponsoring committee that created the Austin Area Urban League. He is a life member of the NAACP. He also served as a Mentor through Leadership Austin and as liaison to the Austin Independent School District.

In addition, Judge Scott served as an officer and board member of the L.C. Anderson Development Corporation; as a member of Omega Psi Phi Fraternity; as a member and former officer of Rishon Masonic Lodge Number One; and as a charter member and former president of the Northeast Austin Rotary Club.

In addition to membership in the State Bar of Texas, Judge Scott has been a longtime member and former Chair of the Judicial Council of the National Bar Association, representing more than 1,100 judges throughout the United States.

On April 7, 1984, Judge Richard E. Scott married Reverend Joy Malone Scott. They are the parents of one son, Phillip M. Scott. Reverend Scott serves as Associate Minister of Metropolitan A.M.E. Church, while Judge Scott serves as a trustee of the church.



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Sherri Fleming, Health and Human Services and Veterans Service, 854-4101

Elected/Appointed Official/Dept. Head: Sherri Fleming, Executive Manager

Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Introduction of Lydia Domaruk as the new County Extension Agent-Urban Youth Development with Texas AgriLife Extension in Travis County.

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

Lydia Domaruk has accepted the position of County Extension Agent - Urban Youth Development with Texas AgriLife Extension in Travis County. In this position she will be responsible for managing the 4-H CAPITAL/AmeriCorps program in the Texas Agri-Life Extension office.

Lydia brings an extensive background in youth development. She received her Masters degree from Texas A&M in Recreation and Parks with an emphasis on Youth Development. She comes to us from the Boys and Girls Clubs of Austin where she served as Assistant Director of Programs, overseeing staff at several afterschool program sites. Lydia has experience securing outside grant funding to enhance her educational outreach programs, and while at Boys and Girls Clubs, developed a budget tracking system for their sites.

She has experience supervising VISTA volunteers and has worked with an AmeriCorps summer program. She also has summer camp experience with Austin Parks and Recreation, Campfire USA, Northern Illinois University and the Lady Bird Johnson Wildflower Center. All of these experiences will be great assets to our 4-H CAPITAL/AmeriCorps program.

Lydia is a member of the Central Texas Afterschool Network (CYAN) and is a certified Youth Work Management Trainer in the Youth Program Quality (YPQ) initiative.

Health and Human Services and AgriLife Extension welcome Lydia Domaruk to our team!

Sherri Fleming and Robert "Skip" Richter

**FISCAL IMPACT AND SOURCE OF FUNDING:**

No Fiscal Impact

**REQUIRED AUTHORIZATIONS:**

Health and Human Services and Veterans Service	02/18/2011 2:12 PM	David Salazar	Completed
Health and Human Services and Veterans Service	02/18/2011 2:17 PM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Completed	02/23/2011 8:43 AM
Commissioners Court	Cheryl Aker	Pending	





## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Nancy Barchus, Purchasing, 854-9764  
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Modification No. 1 , an Assignment of Contract No. 10T00195NB from Plummer's Enviro Solutions, Inc. to Sandy M. Martinez, d/b/a Vega Septic and Environmental Services.

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

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

This contract provides septic and holding tank services for Travis County properties on an as needed basis.

Modification No. 1 will approve assignment of contract to Sandy M. Martinez, d/b/a Vega Septic and Environmental Services from Plummer's Enviro Solutions, Inc. Sandy M. Martinez, d/b/a Vega Septic and Environmental Services will assume all rights and responsibilities in regards to contract no. 10T00195NB.

**Contract Expenditures:** Within the last 12 months \$15,840.00 has been spent against this contract.

### **Contract-Related Information:**

Award Amount: N/A  
Contract Type: N/A  
Contract Period: N/A

### **Contract Modification Information:**

Modification Amount: N/A  
Modification Type: Assignment of Contract  
Modification Period: N/A

- **Funding Information:**

Purchase Requisition in H.T.E.:  
Funding Account(s): 001-4945-631-5011

Comments:

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Bonnie Floyd	Completed	02/18/2011 12:01 PM
Purchasing	Cyd Grimes	Completed	02/18/2011 3:51 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/22/2011 9:02 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

**MODIFICATION OF CONTRACT NUMBER: 10T00195NB, SEPTIC AND HOLDING TANK SERVICE**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9764 FAX NO: (512) 854-9185	DATE PREPARED: <b>January 27, 2011</b>
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ISSUED TO: <b>Plummer's Enviro Solutions, Inc. 12505 Darryl Drive Buda, TX 78610</b>	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: <b>July 6, 2010</b>
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ORIGINAL CONTRACT TERM DATES: July 31, 2010 through July 30, 2011	CURRENT CONTRACT TERM DATES: July 31, 2010 through July 30, 2011
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**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ N/A Current Modified Amount \$ NA

**DESCRIPTION OF CHANGES:**

Effective March 1, 2011, the Contractor's name on Contract No. 10T00195NB is changed as follows:

From: Plummer's Enviro Solutions, Inc.  
12505 Darryl Drive  
Buda, TX 78610

To: Sandy M. Martinez  
d/b/a Vega Septic and Environmental Services  
P.O. Box 342742  
Austin, TX 78734

**Note to Vendor:**  
[ x ] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Plummer's Enviro Solutions Inc.</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Michael Bailey</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Pres</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

### ASSIGNMENT OF CONTRACT

The parties to this Agreement are, Plummer's Enviro Solutions, Inc., Tax ID 202632828, a corporation (the Assignor) under the laws of the state of Texas, and Sandy M. Martinez, d/b/a Vega Septic and Environmental Services, Tax ID 651297894, a corporation (the Assignee) under the laws of the state of Texas.

**RECITALS:**

- A. Travis County and Plummer's Enviro Solutions, Inc., entered into a written Contract for providing Septic and Holding Tank Services (Contract No. 10T00195NB) dated July 6, 2010, a copy of which is attached to this assignment and incorporated in it by referenced (the "Contract").
- B. Assignor desires by this Agreement all of its rights, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement.

**TERMS:**

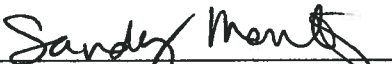
In consideration of the mutual agreements in this assignment, the parties hereby agree as follows:

- 1. Assignor assigns to Assignee all of its right, title and interest in Contract Number 10T00195NB, attached to this assignment, as of March 1, 2011.
- 2. Assignee assumes and is bound by and must perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract accruing on or after March 1, 2011.
- 3. This assignment of contract is intended to assign not only obligations but also benefits of Contract Number 10T00195NB after 3/1/2011, including benefits accruing as a result of work commenced.
- 4. Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.
- 5. The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

PLUMMER'S ENVIRO SOLUTIONS, INC.

SANDY M. MARTINEZ  
d/b/a VEGA SEPTIC AND ENVIRONMENTAL SERVICES

By: 

By: 

Printed Name: Michael Bailey

Printed Name: Sandy Martinez

Title & Date: Pres 2-3-11

Title & Date: owner 2-3-11

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

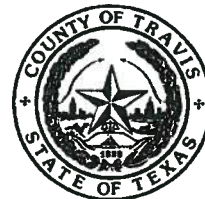
Date: \_\_\_\_\_

Travis County consents to this assignment of the Contract from Plummer's Enviro Solutions, Inc. to Sandy M. Martinez, d/b/a Vega Septic Environmental Services.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Sam Biscoe, County Judge

Date: \_\_\_\_\_



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

---

411 West 13<sup>th</sup> Street  
Executive Office Building, 11<sup>th</sup> Floor  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

RECEIVED  
TRAVIS COUNTY  
2011 JAN 31 PM 4:00  
PURCHASING  
OFFICE

January 31, 2011

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Johnson*  
**FROM:** Steven M. Manilla, P.E., Executive Manager  
**SUBJECT:** Assignment of Contract **10T00195NB**  
**Septic and Holding Tank Services**

TNR recommends that Travis County approve the assignment of contract 10T00195NB to Vega Septic and Environmental Services as requested by the vendor.

The commodity/sub-commodity for Septic Service is 988/075. The budget line item is 001-4945-631-5011.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ:SMM:cj  
Contract File

*CMJ*

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

2/14/11  
15:53:23

Fiscal Year . . . . . :	2011
Account number . . . . . :	1-4945-631.50-11
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	49 TNR (TRANS & NATRL RESRC)
Division . . . . . :	45 PARK SERVICES
Basic activity . . . . . :	63 COMM-ECON DEV (PKS & REC)
Sub activity . . . . . :	1 PITD (PARKS)
Element . . . . . :	50 REPR & MTNC-SERVCS PURCHD
Object . . . . . :	11 REPAIRS-SEPTIC TANKS
Budget . . . . . :	46,780
Encumbered amount . . . . . :	21,775.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	16,604.00
Total expenditures . . . . . :	38,379.00
Balance . . . . . :	8,401.00

**Press Enter to continue.**

**F3=Exit F12=Cancel**



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
 Prepared By: Mike Long, Purchasing, 854-4850  
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
 Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Twelve-Month Extension (Modification No. 8) to Interlocal Agreement No. IL040149ML, Limestone County, for Inmate Housing Services.

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

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

This Interlocal Agreement allows Travis County to transport inmates to the Limestone County Detention Center for secure custody, care and safekeeping. Limestone County will provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates. Limestone County Detention Center is in Groesbeck, Texas, which is operated by CiviGenics Texas, Inc.

The department agrees that before use of Limestone County services, Court approval will be sought and funding identified.

Modification No. 8 will extend the Contract through March 7, 2012. The per diem rate will remain at 44.00

Modification No. 7 extended the Contract through March 7, 2011. The per diem rate will remain at 44.00.

Modification No. 6 extended the Contract through March 7, 2010.

Modification No. 5 extended the Contract through March 7, 2009.

Modification No. 4 increased the per diem rate from \$40.00 to \$44.00 per man-day as allowed in Article V section 5.3

Modification No. 3 extended the Contract through March 7, 2008.

Modification No. 2 extended the Contract through March 7, 2007.

Modification No. 1 extended the contract through March 7, 2006 as allowed in Article III section 3.02.

**Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this agreement.

**Contract-Related Information:**

Award Amount: as needed

Contract Type: Interlocal Agreement

Contract Period: March 8, 2005 - March 7, 2006

**Contract Modification Information:**

Modification Amount: N/A

Modification Type: Amendment

Modification Period: March 8, 2011 - March 7, 2012

• **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001 3735 583 6015

Comments: **Department will seek approval and verify funding before services are used under this agreement.**

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Bonnie Floyd	Completed	02/17/2011 9:46 AM
Purchasing	Cyd Grimes	Completed	02/17/2011 10:18 AM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/22/2011 9:03 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	





JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**DATE:** February 1, 2011

**MEMORANDUM**

**TO:** Mike Long, Purchasing

**FROM:** Ron Rizzato, Accountant Associate

**THROUGH:** Maria Wedhorn, TCSO Financial Analyst

**SUBJECT:** Contract IL040149ML - Limestone County

The Travis County Sheriff's Office would like to exercise the option to renew the Inmate Housing contract with Limestone County, vendor #57949, for one additional year.

The contract services will continue to be funded out of the line item 00137355836015.

If you have any questions, please feel free to give me a call at 854-4474 or 854-5395.

**MODIFICATION OF CONTRACT NUMBER: IL040149ML-Inmate Housing**

ISSUED BY: PURCHASING OFFICE  
314 W. 11TH ST., RM 400  
AUSTIN, TX 78701

PURCHASING AGENT ASST: Michael Long  
TEL. NO: (512) 854-4850  
FAX NO: (512) 854-9185

DATE PREPARED:  
**January 31, 2011**

ISSUED TO: Limestone County  
200 West State Street Ste 101  
Groesbeck, TX 76642

MODIFICATION NO.:  
**8**

EXECUTED DATE OF ORIGINAL CONTRACT:  
**March 8, 2004**

ORIGINAL CONTRACT TERM DATES: ~~3/8/04 - 3/7/05~~

CURRENT CONTRACT TERM DATES: ~~3/8/11 - 3/7/12~~

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$0.00 Current Modified Amount \$0.00.

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

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

- As allowed in Article III section 3.02, the new contract period begins March 8, 2011 and extends through March 7, 2012. The per diem rate of \$44.00 per man per day remains unchanged.

**Note to Vendor:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: LIMESTONE COUNTY

BY: [Signature]  
SIGNATURE

BY: DANIEL BURKEEN  
PRINT NAME

TITLE: COUNTY JUDGE  
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE: 2/14/11

TRAVIS COUNTY, TEXAS  
BY: [Signature]  
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS  
BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: John Pena, Purchasing, 854-9700  
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Authorize Purchasing Agent to commence negotiations with the highest qualified respondent, HVJ Associates, Inc., RFQ No. Q100298-JE, Design Services for Capital Area Pavement Engineering Council.

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

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

TNR requires professional services from a professional consulting firm for the development of a regional pavement design methodology and pavement construction specifications.

On October 13, 2010, five (5) Statements of Qualifications (SOQ's) were received in response to the Request for Qualifications No. Q100298-JE. The SOQs were reviewed and rated, using a standard rating form, by one TNR staff member, two representatives from the City of Austin, and one representative from Williamson County, with the two (2) highest ranked firms, HVJ Associates, Inc., and Longhorn/Aggie Joint Venture, being selected for oral presentations.

Each firm was interviewed and provided an opportunity to present information for determining the highest qualified firm for completing the required work. The evaluators rated both firms based upon their presentation and responses to standardized questions jointly developed by TNR and the Purchasing Office. Based on the evaluation of the top two firms, TNR recommends HVJ Associates, Inc., as the highest ranking firm, and request authorization to commence negotiations with said firm. Attached is a matrix indicating point totals for all firms responding to this solicitation.

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

**Contract-Related Information:**

Award Amount: TBD

Contract Type: Professional Services

Contract Period: 450 Calendar Days after NTP issuance.

**Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

**Solicitation-Related Information:**

Solicitations Sent: 158

Responses Received: 5

HUB Information: 9

% HUB Subcontractor: N/A

**Special Contract Considerations:**

\_\_\_ Award has been protested; interested parties have been notified.

\_\_\_ Award is not to the lowest bidder; interested parties have been notified.

\_\_\_ Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: 419997

Funding Account(s): 769-0000-255-3801

001-4941-621-6099

099-4941-621-6099

Comments:

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Marvin Brice	Completed	02/23/2011 11:37 AM
Purchasing	Cyd Grimes	Completed	02/23/2011 1:06 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/23/2011 1:11 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

**RFQ PROPOSAL EVALUATION PORTION (5 FIRMS)  
DESIGN SERVICES FOR CAPITAL AREA PAVEMENT  
ENGINEERING COUNCIL (CAPEC)  
RFQ NO. Q100298-JE**

**SOQ EVALUATION  
(Total 5 Firms Submitted Responses)**

REVIEWER	Applied Research Associates, Inc.	Fugro Consultants	HVJ Associates	Longhorn/Aggie Joint Venture	The Transtec Group
REVIEWER 1	85.00	67.00	94.00	80.00	47.00
REVIEWER 2	83.00	84.00	87.00	90.00	50.00
REVIEWER 3	93.00	82.00	83.00	96.00	69.00
REVIEWER 4	81.00	73.00	90.00	83.00	75.00
<b>PROPOSAL EVALUATION TOTAL</b>	342.00	306.00	354.00	349.00	241.00
<b>PROPOSAL AVERAGE SCORES</b>	85.50	76.50	88.50	87.25	60.25
<b>RANK ORDER</b>	3	4	1	2	5

**ORAL INTERVIEW EVALUATION  
(Total 2 Firms Selected to Participate)**

REVIEWER	HVJ Associates	Longhorn/Aggie Joint Venture
REVIEWER 1	145	117
REVIEWER 2	139	138
REVIEWER 3	146	137
REVIEWER 4	111	81
<b>INTERVIEW TOTAL</b>	541.00	473.00
<b>INTERVIEW AVERAGE</b>	135.25	118.25
<b>Confirmed Rank Order</b>	1	2

**HIGHEST RANKED FIRM**

**HIGHEST RANKED FIRM**

**HVJ Associates**

Fiscal year 2011

TRAVIS COUNTY  
Account Balance Inquiry

2/17/11  
11:29:57

Account number . . . : 769-0000-255.38-01 Db/Cr . . : C  
Fund . . . . . : 769 CAPEC PARTICIPATION FUND  
Department . . . . . : 00  
Division . . . . . : 00  
Activity basic . . . . . : 25 OTHER LIABILITIES  
Sub activity . . . . . : 5 ESCROW DEPOSITS  
Element . . . . . : 38 CAPEC PARTICIPANTS  
Object . . . . . : 01 CITY OF AUSTIN-PRINCIPLE

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
Current . . . . . :	39,400.00	.00	40,000.00
Unposted . . . . . :	.00	.00	
Total . . . . . :	39,400.00	.00	600.00

F7=Project data      F8=Misc inquiry      F10=Detail trans  
F11=Account activity      F12=Cancel      F16=Pending trans      F24=More keys

GM200I13  
Fiscal Year 2011

TRAVIS COUNTY  
Account Balance Inquiry

2/17/11  
11:30:33

Account number . . . . . : 1-4941-621.60-99  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 CONTRACTED SERVICES

Original budget . . . . . : 0

Actual expenditures - current . . . . . :	39,400.00-	
Actual expenditures - ytd . . . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	39,400.00	
Total expenditures & encumbrances: . . . . . :	.00	0.0%
Unencumbered balance . . . . . :	.00	0.0

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys

GM200I13  
Fiscal Year 2011

TRAVIS COUNTY  
Account Balance Inquiry

2/17/11  
11:31:00

Account number . . . . . : 99-4941-621.60-99  
Fund . . . . . : 099 ROAD & BRIDGE FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 CONTRACTED SERVICES

Original budget . . . . . : 421,514

Revised budget . . . . . : 494,151      02/15/2011

Actual expenditures - current . . . . . :	1,998.00	
Actual expenditures - ytd . . . . . :	21,443.08	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	44,537.80	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	75,000.00	
Total expenditures & encumbrances: . . . . . :	142,978.88	28.9%
Unencumbered balance . . . . . :	351,172.12	71.1

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys

PURCHASE REQUISITION NBR: 0000419997

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: AUDITOR APPROVAL  
REASON: TO ENC FUNDS PENDING CONTRACT AWARD

DATE: 9/17/07

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 53525 HVJ ASSOCIATES INC

DELIVER BY DATE: 9/30/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DEVELOPMENT OF UNIFIED PAVEMENT DESIGN METHODOLOGY FOR ROADWAYS CONSTRUCTED ON HIGH PLASTICITY SOILS ***** TRAVIS COUNTY PORTION COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: TRANSIT MANAGEMENT	75000.00	DOL	1.0000	75000.00	
2	CITY OF AUSTIN PORTION COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: TRANSIT MANAGEMENT	39400.00	DOL	1.0000	39400.00	
REQUISITION TOTAL:					114400.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	09949416216099	OTHER PURCHASED SERVICES XCAPEC CONTRACTED SERVICES CAPEC-General Fund Exp	100.00	75000.00
2	00149416216099	OTHER PURCHASED SERVICES XCAPEC CONTRACTED SERVICES CAPEC-General Fund Exp	100.00	39400.00
				114400.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20070917 RT COURT  
CAPITAL AREA PAVEMENT ENGINEER COUNCIL  
9/17/08 I JUST SPOKE TO THE ENGINEER (STEVE  
MANILLA) WHO INDICATED THAT THIS PROJECT  
IS STILL ACTIVE.WORKING ON I/LOCAL AGMT.  
S/B WRAPPED UP IN NEXT 6 MONTHS.PER SHERYL  
GMC  
9/14/9 UPDATE? EMD SH.GMC-SEND REQ FOR UPDATE TO  
SYDNIA CROSBIE.GMC  
YEP, REMAIN OPEN. THE AGREEMENT WAS APPROVED BY  
COURT ON 7/14/09 BUT THE AGENCY IS NOT YET SET UP  
TO RECEIVE PAYMENTS. THIS WON'T BE RESOLVED UNTIL  
NEXT FISCAL YEAR. PBO HAS APPROVED THIS ROLLING  
OVER.  
HIS ONE DOES NEED TO STAY OPEN -- THE COURT  
RECENTLY (EITHER JUNE OR JULY) APPROVED THE  
FORMATION OF CAPEC TO STUDY AND DEVELOP A COMMON

PURCHASE REQUISITION NBR: 0000419997

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: AUDITOR APPROVAL  
REASON: TO ENC FUNDS PENDING CONTRACT AWARD

DATE: 9/17/07

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 53525 HVJ ASSOCIATES INC

DELIVER BY DATE: 9/30/08

-----  
REQUISITION COMMENTS:

ROADWAY DESIGN STANDARD FOR THE CENTRAL TEXAS  
AREA. THE \$75,000 REPRESENTS TRAVIS COUNTY'S  
OBLIGATION TOWARDS THE STUDY. CAPEC IS WORKING ON  
THE RFP SPECS, AND WE WILL NEED THIS MONEY IN  
FY2010 TO AWARD THE CONTRACT.-PER CYNTHIA MCDONALD  
8/24/10 RETURN PER DONNA.GMC  
8/24/10 UPDATED FOR RFQ PROCESS DWJ  
9/23/10 EMD FOR UPDATE.GMC  
IT TOOK A WHILE TO GET THE CAPITAL AREA PAVEMENT  
ENGINEERING COUNCIL IS NOW UP AND RUNNING. THE  
INTERLOCAL WAS APPROVED THIS YEAR BY  
COMMISSIONERS COURT AND FUND 769 HAS BEEN SET UP  
TO ACCEPT THE PARTICIPATING ENTITIES FUNDING (WE  
ALREADY HAVE CITY AUSTIN'S INITIAL \$40,000).  
PURCHASING IS NOW DOING A SOLICITATION FOR  
PROPOSALS FOR THE DESIGN CONTRACT. TRAVIS COUNTY  
IS THE PARTICIPATING ENTITY THAT WILL OVER SEE  
ALL CONTRACTUAL OBLIGATIONS OF THE COUNCIL.-PER  
DONNA.GMC  
2/15/11 RETURN TO DEPT TO UPDATE INFO. KS





**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

February 14, 2011

**MEMORANDUM TO:** Marvin Brice, Assistant Purchasing Agent

**FROM:** Steve Manilla, P.E., TNR Public Works Director  
**Subject:** Capital Area Pavement Engineering Council  
Requisition #419997  
Professional Services Agreement for Engineering Study

RECEIVED  
TRAVIS COUNTY  
2011 FEB 15 PM 3:56  
PURCHASING  
OFFICE

Attached for your use is information you may need to prepare an agenda request to obtain Court approval to enter into negotiations for professional services required for a CAPEC project

**Proposed Motion:**

Consider and take appropriate action on TNR's request to negotiate a Professional Services Agreement with HVJ Associates, Inc. professional services required for a Capital Area Pavement Engineering Council (CAPEC) project.

**Summary and Staff Recommendations:**

The Capital Area Pavement Engineering Council (CAPEC) initiative is a multi-agency effort aimed at eliminating or minimizing historical problems associated with roadways constructed over the highly expansive soils located predominately east of IH-35. It will also strive to provide an added benefit through standardization of pavement designs.

On August 24, 2010, TNR requested the Purchasing Office to obtain professional consulting services for the development of a regional pavement design methodology and pavement construction specifications. Purchasing, together with TNR Public Works, developed an RFQ for these services and on October 13, 2010 received Statements of Qualifications (SOQ's) from five (5) firms. One TNR Staff Member, two representatives from the City of Austin, and one representative from Williamson County evaluated and rated the SOQ's of each firm. The two firms with the highest ratings were selected for Oral Interviews and HVJ Associates, Inc was determined the highest qualified..

The professional services agreement will be for the development of regional pavement design methodology and pavement construction specifications as described in the attached scope of services.

Staff recommends approving Purchasing and TNR to negotiate a Professional Services Agreement with HVJ Associates, Inc. TNR and Purchasing will present the PSA to Court for approval after completion of negotiations.

**Budgetary and Fiscal Impact:**

Funding for this project will come from the road and bridge fund and escrow posted by the City of Austin.

FUNDING DETAILS EXEMPT FROM DISCLOSURE UNTIL COMPLETION OF NEGOTIATIONS.

The commodity/sub-commodity codes are 961/074.

**Issues and Opportunities:**

The Travis County area has a wide variety of soil condition; some areas have very strong soil (limestone), while other areas have weak and unstable soils (swelling clays). The roads built on swelling soils have varying degree of success. When the roads with problems start to deteriorate, they develop distortions and large cracks that can undermine the structural stability of the roadway and lead to costlier repairs.

There are many types of pavement design methods and ways of specifying pavement materials among the agencies in and around the Travis County area. Contractors are not always certain which set of specifications apply to a given roadway project, since roads can sometimes overlap one or more jurisdictions.

There are approximately 63 cities, counties, towns, and villages in the Travis County area. The two largest agencies in population, that being the City of Austin and Travis County, have already joined into a CAPEC interlocal. Several other local agencies that have been attending the monthly meetings are planning to join, pending available funding. These include: Buda, Georgetown, Hays County, Leander, Pflugerville, and Williamson County.

This project will review the current design methodologies used by the various agencies; review the performance of the roads built using those methodologies; and, develop new and improved design methodologies. A second goal is to standardized designs to help minimize the types of materials used so that participating agencies can take advantage of economies of scale.

The improved designs will result in longer lasting roads, which will save a lot of tax-payer money required for the maintenance of the roads. The standardization of pavement designs may result in lower construction costs, since the contractors will have fewer variations to accommodate.

**Background:**

The CAPEC initiative is a multi-agency effort aimed at eliminating or minimizing historical problems associated with roadways constructed over the highly expansive soils located predominantly east of IH-35. It will also strive to provide an added cost benefit through standardization of pavement designs. The goals and objectives of CAPEC are attached.

In the FY 2008 budget process the Court approved allocating \$75,000 to the CAPEC initiative as Travis County's pro-rata share of the anticipated costs of CAPEC. Since that time CAPEC established a Board of Directors which has provided direction for the development of an Interlocal Agreement for use by parties interested in participating. The Interlocal establishes that Travis County will utilize its processes to obtain services

and contract with consultants when needed for CAPEC projects and to process payments.

Pavement design methods currently in use fall well short of addressing critical problems with pavement performance and maintenance. We have observed failures in relatively new pavement caused by expansive soils, heavy trucks and insufficient design thickness of pavement. In addition to design problems, the various municipalities and counties have widely varying specifications for materials and construction. The net result is a higher cost, less quality, and inconsistent inspection and testing.

CAPEC is modeled after a very successful effort by the Denver Metropolitan Government Pavement Engineers Council. CAPEC has adapted their by-laws and goals to fit its needs and is trying to achieve their successes. The DMGPEC standards for design and construction have been in place for approximately 8 years and reports a significant increase in the quality of construction and materials, achieving a very significant reduction in premature failures, and netting about a 15 percent cost reduction.

**Required Authorizations:**

Cyd Grimes, Purchasing

Attachment: Scope of Services

SL:sl

CC: Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services  
Scott Lambert, P.E., Travis County Representative in CAPEC  
John Pena, Purchasing Buyer  
Mike Crawford, Auditor's Office  
Jessica Rio, PBO  
Hannah York, Auditors Office  
Ed Poppit, P.E., City of Austin  
Joe England, P.E., Williamson County  
Bob Daigh, P.E., Williamson County

# Capitol Area Pavement Engineers Council (CAPEC)

## Scope for the Development of Regional Pavement Design Methodology and Pavement Construction Specifications

### Introduction

The purpose of this project is to develop a unified set of pavement design procedures and pavement material specifications and standards for use in the Austin and Central Texas area for local agencies to use on all urban and county roadways.

### Critical Issues

The counties and municipalities in the Central Texas area currently use various versions of the AASHTO pavement design software and even older mid 70's design procedures to determine structural numbers for pavement designs. The results are largely dependent upon the structural support values determined in the laboratory and design traffic numbers. Results have been analyzed for fatigue failure over the past five years. Fatigue failure is calculated by measuring the strains in the asphalt concrete through elastic layered analyses. The resulting ESALs to failure have repeatedly exhibited lower values than the design ESALs. We believe the procedures should be adjusted for the soils encountered in the area to produce pavement sections that do not fail prematurely, resulting in enormous funding requirements for maintenance and early reconstruction.

Historically, pavements in the Austin and Central Texas area have exhibited failure when the moisture contents of clay soils vary from their optimum moisture. When moisture contents are allowed to vary substantially it causes large volume changes in these highly expansive clays. Current construction practices allow contractors to prepare subgrade within two percent of the optimum moisture content. Design procedures primarily consider the strength of the soils at optimum moisture contents. A methodology should be developed to consider the effects of changes and ways to control moisture content during the pavement life.

Another major contributor to pavement failures is the increasing tire pressures and axle loads of vehicles using the public transportation system. In conjunction to the increased loads, stop and go traffic patterns contribute to structural failures in pavement systems. Consideration in the design methodology should be given to these unique loads and situations with updated truck traffic predictions for urban streets.

Considerable work has been performed to locate areas of high swelling soils in Central Texas. As homebuilders are changing construction techniques to protect homeowners' investments from swelling soils, the taxpayers should be protected from increased fund requirements to maintain pavements in these high swell areas. The currently employed rudimentary mitigation requirements for areas of high swelling soils have largely been ineffective. Given today's experience and technology, swelling subgrade should be addressed in each subgrade design report.

The increase in construction costs of pavement due to improved designs and mitigation measures should be countered by decreased maintenance costs over the design life of the pavement. Innovative use of materials should be considered to reduce the life cycle costs of pavement systems. The consideration of both flexible and rigid pavement options should be allowed within the proposed methodologies including a life cycle cost analysis.

It should also be noted that urban pavement designs are highly focused on residential areas such as lighter duty local streets, neighborhood collectors, and cul de sacs. These roadways are substantially different than the highway environment and even different than urban arterials in many ways: much thinner cross sections overall, highly variable

roadway geometries, less uniform drainage and grading, extensive utilities under the pavement, less funding per mile of street, etc.

Implementation of the new design standards and specifications will require ongoing support from the project team. Consideration should be given to local consultants and their experience with unique problems encountered in the area.

### **Project Objective**

The major objectives of the Project will be to develop pavement thickness design methodology, produce a design procedure and construction specifications.

The following task descriptions are intended to provide a framework for conducting the project. CAPEC is seeking the insights of proposers on how best to achieve the objective. Proposers are expected to describe the effort that can realistically be accomplished within the constraints of available funds and contract time. Proposals must present the proposers' current thinking in sufficient detail to demonstrate their understanding of the problem and the soundness of their approach for accomplishing the project objective.

#### **Phase 1**

**Task 1 – Literature Review / Partnering** – will review current information relevant to the project which will be utilized to provide a clear understanding of the study topics and to develop consensus in the paving and development community.

##### Subtask 1 - Literature Review

- \* Review of the existing Austin Area Design Methodologies in use by the various area agencies
- \* Review current standards, testing, and construction inspection practices
- \* Review examples of failed streets concentrating on the poor soils (high plasticity clay) areas
- \* Review of applicable research studies
- \* Interview CAPEC members and participating consulting engineers
- \* Review of AASHTO 200x research/design methodology
- \* Develop best practices summary for pavement design

##### Subtask 2 – Partnering

- \* Information Dissemination
- \* Public Request for Comment to Foster Consensus
  - Texas Asphalt Pavement Association
  - Texas Concrete Pavement Association
  - Austin Contractor's & Engineers Association
  - Central Texas Geotechnical Engineers
  - American General Contractors (AGC)
  - Home Builders Association
  - Real Estate Council (RECCA)
- Local Material Suppliers

**Task 2 – Work plan** – prepare a detailed outline of the roadway design project and a plan for developing the design method in Phase 2. The outline shall consider the performance parameters of subgrade model, testing requirements, traffic characterizations and soil stabilization strategies.

**Task 3 – Interim Report** – Prepare an interim report that documents the results of the effort in Task 1. Following review of the interim report by CAPEC, the team will be required to make a presentation to the CAPEC members. Work on Phase 2 of the project will not begin until the interim report is approved and the Phase 2 work plan is authorized by CAPEC.

## Phase 2

**Task 4 – Development of Soil Subgrade Model** – will provide the study with physical data on the local soil conditions and development of soil models for use in design, specifically two models one for limestone/granular subgrade and one for expansive subgrade.

- \* Collection/Collation of data summarizing pavement performance of typical sections by subgrade type.
- \* Developing subgrade support characteristics and typical design parameters including Resilient Modulus,  $M_r$ , and representative Elastic Modulus,  $E$ .

**Task 5 – Development of Soil Testing Correlations** – will concentrate on development of correlations between  $M_r$  (resilient modulus) values and more conventional geotechnical tests and information to allow for representative characterization and reasonable cost, time, and effort to perform testing.

**Task 6 – Development of Traffic Characterization and Parameters** – will study traffic conditions and vehicle impacts in light of the new transportation policies, heavier vehicles, tire configuration, and suspension systems.

- \* Characterize traffic for urban Local / Collector / Arterial streets with average and high volume recommendations for new street designs.
- \* Develop methodology for determining traffic impact i.e. FHWA classes & truck percentage, load spectra, etc..

**Task 7 – Development of Soil Stabilization Strategies** – will study soil stabilization strategies

- \* Develop zones of subgrade treatment and stabilization, strategies, and recommendations for effective use.
- \* These recommendations may entail several treatments or elements that are effective in combination.

**Task 8 – Work plan** – Prepare a detailed plan for developing the design method in Phase 3. The plan shall consider the development of software or the adoption of existing software and a method for integrating pavement design with material and construction specifications.

**Task 9– Final Report** – Prepare a final report that documents the results of the effort in Task 1– 7. Following review of the final report by CAPEC, the team will be required to make a presentation to the CAPEC members. Work on Phase 3 of the project will not begin until the final report and work plan for Phase 3 is approved.

## Phase 3

**Task 10 – Development of Design Program and/or Methodology and Material and Construction Specifications** – will provide an integrated pavement design program and/or methodology and set of material and construction specifications for all key pavement related items which are based upon and tied to the design.

- \* Develop Pavement Material Specifications tied to the new design methodology: aggregates; asphalts, oils, and emulsions; concrete; flexible base; recommended pavement reinforcement products; and any others specifically related to pavements
- \* Develop Construction specifications: compaction; lime stabilization; cement stabilization; concrete pavements
- \* Issue Final Report including Manual of Recommended Design and Construction Practices for Flexible Pavements. This report shall cover the theory, procedures, analysis, and engineering data.
- \* New rigid pavement design procedures will not be a part of this initial project. We will continue to use MRPS for the immediate future.
- \* Design procedures should be focused on providing adequate pavement designs for residential areas such as cul-de-sacs, local streets, neighborhood collectors. These lighter street classifications comprise a high percentage of our street networks and tend to be the most under-designed from the start.
- \* Life Cycle Cost Analysis (LCCA) methodologies shall be included and addressed for comparing design alternatives.



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
 Prepared By: Loren Breland, Purchasing, 854-4854  
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
 Sponsors: Judge Biscoe

---

### **AGENDA LANGUAGE:**

Approve contract award for Gasoline and Diesel, IFB No. B110070LD, to the Low Bidder, Sun Coast Resources.

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

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

This contract provides gasoline and diesel fuel for county-wide operations. On December 16, 2010, IFB #B110070-LD, was issued to 26 vendors. Seven bids were received on January 10, 2011. TNR has reviewed the bids and recommends award to the overall low bidder, Sun Coast Resources.

The price shown on the bid tab (under unit price) is the bidder's price mark-up. The total cost for fuel paid by the County on any given day is a combination of the bidder's price mark-up and other fixed costs which are constant and passed through to us by the supplier. Fixed costs are comprised of the daily Oil Price Information Service (OPIS) price and Federally and State mandated taxes and fees. The OPIS price is an index price specific to the Austin market and changes daily based on the fluctuations of the market. The County pays the OPIS price on the day of delivery of the fuel. The State and Federally mandated taxes and fees are constant and detailed below.

State gas tax - .20 per gallon  
 Federal Leaking Underground Storage Tax (L.U.S.T) - .001 per gallon  
 Federal Oil Spill Tax - .0012 per gallon  
 State petroleum delivery fees;  
     0 to 2500 gallons - \$10.00  
     2501 to 5000 gallons - \$20.00  
     5001 to 8000 gallons - \$30.00  
     8001 to 10,000 gallons - \$40.00



**Contract Expenditures:** Within the last 12 months \$2,327,885.95 has been spent against this requirement.

**Contract-Related Information:**

Award Amount: Estimated Quantity

Contract Type: Annual Term Contract

Contract Period: March 1, 2011 to February 29, 2012

**Solicitation-Related Information:**

Solicitations Sent: 26

Responses Received: 7

HUB Information: Sun Coast Resources is a HUB vendor.

% HUB Subcontractor:

**Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-4952-621-3023, 099-4951-621-3023

Comments: Department enters requisitions on an as needed basis.

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified  Not Verified  by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Bonnie Floyd	Completed	02/17/2011 11:55 AM
Purchasing	Cyd Grimes	Completed	02/18/2011 3:50 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/22/2011 9:03 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



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

411 West 13<sup>th</sup> Street  
Executive Office Building, 11<sup>th</sup> Floor  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

RECEIVED  
TRAVIS COUNTY  
2011 FEB 16 AM 8:40  
PURCHASING  
OFFICE

February 15, 2011

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
**FROM:** *Cave B. Pool Am*  
Steven M. Manilla, P.E., Executive Manager  
**SUBJECT:** Award of Bid, IFB #B110070LD, Gasoline and Diesel Fuel


TNR has reviewed the above referenced bids and recommends award to Sun Coast Resources, the overall low responsive bidder.

The commodity/sub-commodity codes for Unleaded and Diesel are 405/015 and 405/009. The budget line items are 001-4952-621-3023 and 099-4951-621-3023.


If you need additional information, please contact Christina Jensen at 854-7670.


CJ:SMM:cj  
Contract File

**Bid #B110070-LD - GASOLINE AND DIESEL FUEL**Creation Date **Dec 2, 2010**End Date **Jan 10, 2011 2:00:00 PM CST**Start Date **Dec 16, 2010 4:38:14 PM CST**Awarded Date **Not Yet Awarded**


<b>B110070-LD-1-01 Gasoline, Transport Truck Delivery</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Petroleum Traders Corporation [Ad]</u>	First Offer - \$0.0174	700000 / gallon	\$12,180.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Johnson Oil Company</u>	 First Offer - \$0.023	700000 / gallon	\$16,100.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Sun Coast Resources</u>	First Offer - \$0.025	700000 / gallon	\$17,500.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>RKA Petroleum</u>	First Offer - \$0.0326	700000 / gallon	\$22,820.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> 87 E10 - Transport <b>Supplier Notes:</b>		
<u>Mansfield Oil Company</u>	First Offer - \$0.0328	700000 / gallon	\$22,960.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.034	700000 / gallon	\$23,800.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Gasoline offered shall be CBOB 10% Ethanol Blend  OPIS Gross Daily Low Minimum order 6000 gallons		
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	700000 / gallon	\$2,612,400.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> diesel 1232 <b>Supplier Notes:</b>		


<b>B110070-LD-1-02 Gasoline, Less than Transport Delivery</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Sun Coast Resources</u>	First Offer - \$0.0475	700000 / gallon	\$33,250.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Mansfield Oil Company</u>	First Offer - \$0.0617	700000 / gallon	\$43,190.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.0775	700000 / gallon	\$54,250.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Gasoline offered shall be CBOB 10% Ethanol Blend  OPIS Gross Daily Low Order quantity 3500 to 5999 gallons		
<u>RKA Petroleum</u>	First Offer - \$0.0888	700000 / gallon	\$62,160.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> 87 E10 - Tankwagon <b>Supplier Notes:</b>		


Johnson Oil Company_ 	First Offer - \$0.143	700000 / gallon	\$100,100.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
POWERMIND GLOBAL SERVICE_	First Offer - \$2.712	700000 / gallon	\$1,898,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Gas-43455 <b>Supplier Notes:</b>			

<b>B110070-LD-1-03 Diesel, Ultra Low Sulfur Diesel, Pipeline Standard, Transport Truck Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Petroleum Traders Corporation [Ad]	First Offer - \$0.0174	260000 / gallon	\$4,524.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Johnson Oil Company_ 	First Offer - \$0.0264	260000 / gallon	\$6,864.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Sun Coast Resources	First Offer - \$0.029	260000 / gallon	\$7,540.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Mansfield Oil Company	First Offer - \$0.0404	260000 / gallon	\$10,504.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Southern Counties Oil Co. [Ad]	First Offer - \$0.045	260000 / gallon	\$11,700.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Diesel offered shall be TxLED which requires no additive OPIS Gross Daily Low Minimum order 6000 gallons			
RKA Petroleum	First Offer - \$0.0462	260000 / gallon	\$12,012.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> #2ULS-TT <b>Supplier Notes:</b>			
POWERMIND GLOBAL SERVICE_	First Offer - \$3.732	260000 / gallon	\$970,320.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Dies-sul343 <b>Supplier Notes:</b>			

<b>B110070-LD-1-04 Diesel, Ultra Low Sulfur, Pipeline Standard, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sun Coast Resources	First Offer - \$0.0475	260000 / gallon	\$12,350.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Mansfield Oil Company	First Offer - \$0.0799	260000 / gallon	\$20,774.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
RKA Petroleum	First Offer - \$0.0814	260000 / gallon	\$21,164.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> #2ULS -TW <b>Supplier Notes:</b>			
Southern Counties Oil Co. [Ad]	First Offer - \$0.085	260000 / gallon	\$22,100.00		Y

<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Diesel offered shall be TxLED which requires no additive OPIS Gross Daily Low Order quantity 3500 to 5999 gallons			
<u>Johnson Oil Company</u>	 First Offer - \$0.144	260000 / gallon	\$37,440.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	260000 / gallon	\$970,320.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Dies Low suf4563 <b>Supplier Notes:</b>			

<b>B110070-LD-1-05 Diesel, TCEQ Approved Additive Blend, Transport Truck Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Johnson Oil Company</u>	 First Offer - \$0.00	260000 / gallon	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.049	260000 / gallon	\$12,740.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>RKA Petroleum</u>	First Offer - \$0.0724	260000 / gallon	\$18,824.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> TxLED -SA - TT <b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.99	260000 / gallon	\$257,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> No Bid			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	260000 / gallon	\$970,320.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Diesel-TCEO-43 <b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$9.00	260000 / gallon	\$2,340,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> No Bid			

<b>B110070-LD-1-06 Diesel, TCEQ Approved Additive Blend, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Johnson Oil Company</u>	 First Offer - \$0.00	260000 / gallon	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.0675	260000 / gallon	\$17,550.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>RKA Petroleum</u>	First Offer - \$0.1117	260000 / gallon	\$29,042.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> #2ULS TxLED -SA-TW <b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.99	260000 / gallon	\$257,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

		No Bid			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.832	260000 / gallon	\$996,320.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Diesel TCEO-3432			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$9.00	260000 / gallon	\$2,340,000.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> No Bid			

<b>B110070-LD-1-07 Dyed Diesel, Ultra Low Sulfur, Pipeline Standard, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>RKA Petroleum</u>	First Offer - \$0.0469	50000 / gallon	\$2,345.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> #2ULS TxLED Dyed -TT			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.051	50000 / gallon	\$2,550.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.071	50000 / gallon	\$3,550.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Diesel offered shall be Dyed TxLED which requires no additive OPIS Gross Daily Low Minimum order 6000 gallons			
<u>Mansfield Oil Company</u>	First Offer - \$0.0799	50000 / gallon	\$3,995.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Johnson Oil Company</u>	<input checked="" type="checkbox"/> First Offer - \$0.144	50000 / gallon	\$7,200.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	50000 / gallon	\$186,600.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Dyed-Diesel543			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B110070-LD-1-08 Dyed Diesel, TCEQ Approved Additive Blend, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Johnson Oil Company</u>	<input checked="" type="checkbox"/> First Offer - \$0.00	50000 / gallon	\$0.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.071	50000 / gallon	\$3,550.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>RKA Petroleum</u>	First Offer - \$0.0857	50000 / gallon	\$4,285.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> #2ULS TxLED - Dyed TW			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.99	50000 / gallon	\$49,500.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> No Bid			

<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	50000 / gallon	\$186,600.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Dyed Diesel 5443			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$9.00	50000 / gallon	\$450,000.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> NO Bid			

**Supplier Totals**

<b>Sun Coast Resources</b>		<b>\$107,030.00</b>	<b>(8/8 items)</b>
Bid Contact	<b>Marc Childers</b> <a href="mailto:mchilders@suncoastresources.com">mchilders@suncoastresources.com</a> Ph 512-296-0755	Address	<b>319 Rancho Bueno Dr.</b> <b>Georgetown, TX 78628</b>
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>Johnson Oil Company</b>		<b>\$167,704.00</b>	<b>(8/8 items)</b>
Bid Contact	<b>Jim Wilt</b> Ph 800-284-2432 Fax 830-672-6659	Address	<b>1113 E. Sarah Dewitt Dr.</b> <b>Gonzales, TX 78629</b>
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<b>RKA Petroleum</b>		<b>\$172,652.00</b>	<b>(8/8 items)</b>
Bid Contact	<b>Christina Smith</b> <a href="mailto:csmith@rkapetroleum.com">csmith@rkapetroleum.com</a> Ph 734-946-2199	Address	<b>28340 Wick Road</b> <b>Romulus, MI 48174</b>
Qualifications	<b>HUB WBE</b>		
Bid Notes	<b>To Whom It May Concern:</b>		
<p>Thank you for allowing RKA Petroleum Companies to bid on the fuel requirements for Travis County, TX. We are looking forward to working with you and efficiently handling your fuel delivery needs.</p> <p>RKA Petroleum is a family business and a Certified WBE 100% woman owned business who has been offering diesel fuels, gasollne, ethanol, BQ9000 Biodiesel and several other petroleum products for over 60 years. We are recognized in our industry as a leader and innovator in the wholesale fuel supply logistics across the Midwest and 25 states that we currently operate in today.</p> <p>RKA always focuses on service and customer satisfaction as priority one. We are able to offer the most competitive prices to our customer for several reason, one being our accounts receivable efficiencies, offering Electronic Funds Transfer as well as electronic invoicing and electronic statements. Please note that all purchase order numbers that are communicated to our staff will be clearly noted on all delivery tickets and invoices, as per the bid documentation and invoices shall be submitted after each delivery is made with Payment Terms of Net 30 ACH, please note that a discount of .0050 per gallon will be applicable for net 15 day payment terms. With our proprietary software that eases the daily payables, RKA is a leader in technology innovations in our industry.</p> <p>RKA offers the best combination of pricing, service and value for the products you are requesting. We take pride in offering only the top quality products, and delivering them safely to your facility in an efficient manner. In the cases where product allocation and specific supply are not made available by a major oil company, RKA always offers and has access to alternate products that are of the same quality or greater. We have been servicing thousands of accounts for many years, and handle many contractual customers. From government and military supply, to local government and municipalities; RKA has the experience and the staff to ensure smooth deliveries to your facilities. A list of references is enclosed for your review.</p> <p>Should RKA be awarded this contract, RKA Petroleum will guarantee delivery of your fuel product within the time frame indicated when the order is placed. Once your account is established, please place your order via email: <a href="mailto:orders@rkapetroleum.com">orders@rkapetroleum.com</a>. Please include your RKA account number, location information, product, and gallons. Also, be sure to</p>			

**include any purchase order numbers and special instructions. Please note that each delivery will be accompanied by a metered delivery ticket (BOL for transport deliveries) for your records. Mandatory taxes such as the LUST of .001 and the OSLTF of .0019 will be invoiced on a separate line\*.**

**As you are aware over the last few years there has been unexpected supply disruptions due to hurricanes and pipeline issues, just to name a few. During these unexpected supply disruptions, RKA may need to pull product in other States or markets to ensure Travis County, TX does not run out of fuel. Keeping your fleet running is our main priority. We will do whatever means possible to ensure you are with fuel at all times, but may need to work with your transportation department on expanded delivery windows and additional freight charges that may be incurred bringing product in from out of State so that it is not a financial hindrance for both parties. Communication is the key during these situations. We have the experience, and want to work very closely with your team to make sure you are covered.**

**As is standard with any contract, if this is to be awarded to RKA Petroleum Companies, Inc., the proper credit procedures must be completed by Travis County, TX and participating agencies before fuel deliveries will begin. RKA requires the Customer must meet Supplier's continuing payment terms, and shall provide Supplier with such financial information as reasonably requested by Supplier from time to time should Customer's account or credit become in arrears.**

**Once again, thank you for the opportunity to service your fueling needs. If you have any questions or need additional information, please feel free to contact me at anytime.**

**Sincerely,**

**Christina Nasser  
Government Account Executive  
cnasser@rkapetroleum.com**

**Agency Notes:**

**Supplier Notes:**

To Whom It May Concern:

Thank you for allowing RKA Petroleum Companies to bid on the fuel requirements for Travis County, TX. We are looking forward to working with you and efficiently handling your fuel delivery needs.

RKA Petroleum is a family business and a Certified WBE 100% woman owned business who has been offering diesel fuels, gasoline, ethanol, BQ9000 Biodiesel and several other petroleum products for over 60 years. We are recognized in our industry as a leader and innovator in the wholesale fuel supply logistics across the Midwest and 25 states that we currently operate in today.

RKA always focuses on service and customer satisfaction as priority one. We are able to offer the most competitive prices to our customer for several reason, one being our accounts receivable efficiencies, offering Electronic Funds Transfer as well as electronic invoicing and electronic statements. Please note that all purchase order numbers that are communicated to our staff will be clearly noted on all delivery tickets and invoices, as per the bid documentation and invoices shall be submitted after each delivery is made with Payment Terms of Net 30 ACH, please note that a discount of .0050 per gallon will be applicable for net 15 day payment terms. With our proprietary software that eases the daily payables, RKA is a leader in technology innovations in our industry.

RKA offers the best combination of pricing, service and value for the products you are requesting. We take



pride in offering only the top quality products, and delivering them safely to your facility in an efficient manner. In the cases where product allocation and specific supply are not made available by a major oil company, RKA always offers and has access to alternate products that are of the same quality or greater. We have been servicing thousands of accounts for many years, and handle many contractual customers. From government and military supply, to local government and municipalities; RKA has the experience and the staff to ensure smooth deliveries to your facilities. A list of references is enclosed for your review.

Should RKA be awarded this contract, RKA Petroleum will guarantee delivery of your fuel product within the time frame indicated when the order is placed. Once your account is established, please place your order via email: [orders@rkapetroleum.com](mailto:orders@rkapetroleum.com). Please include your RKA account number, location information, product, and gallons. Also, be sure to include any purchase order numbers and special instructions. Please note that each delivery will be accompanied by a metered delivery ticket (BOL for transport deliveries) for your records. Mandatory taxes such as the LUST of .001 and the OSLTF of .0019 will be invoiced on a separate line\*.

As you are aware over the last few years there has been unexpected supply disruptions due to hurricanes and pipeline issues, just to name a few. During these unexpected supply disruptions, RKA may need to pull product in other States or markets to ensure Travis County, TX does not run out of fuel. Keeping your fleet running is our main priority. We will do whatever means possible to ensure you are with fuel at all times, but may need to work with your transportation department on expanded delivery windows and additional freight charges that may be incurred bringing product in from out of State so that it is not a financial hindrance for both parties. Communication is the key during these situations. We have the experience, and want to work very closely with your team to make sure you are covered.

As is standard with any contract, if this is to be awarded to RKA Petroleum Companies, Inc., the proper credit procedures must be completed by Travis County, TX and participating agencies before fuel deliveries will begin. RKA requires the Customer must meet Supplier's continuing payment terms, and shall provide Supplier with such financial information as reasonably requested by Supplier from time to time should Customer's account or credit become in arrears.

Once again, thank you for the opportunity to service your fueling needs. If you have any questions or need additional information, please feel free to contact me at anytime.


Sincerely,

Christina Nasser  
Government Account Executive  
[cnasser@rkapetroleum.com](mailto:cnasser@rkapetroleum.com)


<b><u>Southern Counties Oil Co. [Ad]</u></b>		<b>\$679,700.00 (8/8 items)</b>
Bid Contact	<b>Karen Koep</b> <b><u>koepk@scfuels.com</u></b> <b>Ph 805-389-3550</b> <b>Fax 805-389-3554</b>	Address <b>P.O. Box 4159</b> <b>Orange, CA 92863-4159</b>
Bid Notes	<p><b>1. All prices listed are exclusive of all taxes and environmental fees.</b></p> <p><b>2. Diesel pricing offered is for TxLED Diesel and would not require further additives.</b></p> <p><b>3. Payment terms are Net 30 days.</b></p> <p><b>4. With regard to Environmental Compliance and Safety Records and safety Record Questionnaire, please note that a subsidiary of Southern Counties Oil Co. (Cardlock Fuel Services and United Fuel &amp; Energy Corp.) have had NOV's. In all instances they are in compliance. Southern Counties Oil Co. is subject to an administrative order for clean up but is in compliance with the order.</b></p> <p><b>5. Our offer to the County is conditional upon review and approval by SC Fuels Credit Department and CFO of credit terms and conditions prior to award.</b></p>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
	<p>1. All prices listed are exclusive of all taxes and environmental fees.</p> <p>2. Diesel pricing offered is for TxLED Diesel and would not require further additives.</p> <p>3. Payment terms are Net 30 days.</p> <p>4. With regard to Environmental Compliance and Safety Records and safety Record Questionnaire, please note that a subsidiary of Southern Counties Oil Co. (Cardlock Fuel Services and United Fuel &amp; Energy Corp.) have had NOV's. In all instances they are in compliance. Southern Counties Oil Co. is subject to an administrative order for clean up but is in compliance with the order.</p> <p>5. Our offer to the County is conditional upon review and approval by SC Fuels Credit Department and CFO of credit terms and conditions prior to award.</p>	
<b><u>Mansfield Oil Company</u></b>		<b>\$5,231,423.00 (8/8 items)</b>
Bid Contact	<b>Diane Burke</b> <b><u>mocbids@mansfieldoil.com</u></b> <b>Ph 678-450-2283</b> <b>Fax 678-450-2242</b>	Address <b>1025 Airport Pkwy</b> <b>Gainesville, GA 30501</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b><u>POWERMIND GLOBAL SERVICE</u></b>		<b>\$8,791,280.00 (8/8 items)</b>
Bid Contact	<b>ROODY SILVERAIN</b> <b><u>roody_silverain@yahoo.com</u></b> <b>Ph 561-369-4623</b>	Address <b>600 SW 28TH DR</b> <b>FORTLAUDERDALE, FL 33312</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b><u>Petroleum Traders Corporation [Ad]</u></b>		<b>\$16,704.00 (2/8 items)</b>
Bid Contact	<b>Gayle Newton</b> <b><u>gnewton@petroleumtraders.com</u></b> <b>Ph 800-348-3705</b>	Address <b>7120 Pointe Inverness Way</b> <b>Fort Wayne, IN 46804</b>
Qualifications	<b>TX</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	


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**Bid #B110070-LD - GASOLINE AND DIESEL FUEL**Creation Date **Dec 2, 2010**End Date **Jan 10, 2011 2:00:00 PM CST**Start Date **Dec 16, 2010 4:38:14 PM CST**Awarded Date **Not Yet Awarded**

<b>B110070-LD-1-01 Gasoline, Transport Truck Delivery</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Petroleum Traders Corporation [Ad]</u>	First Offer - \$0.0174	700000 / gallon	\$12,180.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Johnson Oil Company</u>	 First Offer - \$0.023	700000 / gallon	\$16,100.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Sun Coast Resources</u>	First Offer - \$0.025	700000 / gallon	\$17,500.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>RKA Petroleum</u>	First Offer - \$0.0326	700000 / gallon	\$22,820.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> 87 E10 - Transport <b>Supplier Notes:</b>		
<u>Mansfield Oil Company</u>	First Offer - \$0.0328	700000 / gallon	\$22,960.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.034	700000 / gallon	\$23,800.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Gasoline offered shall be CBOB 10% Ethanol Blend  OPIS Gross Daily Low Minimum order 6000 gallons		
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	700000 / gallon	\$2,612,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> diesel 1232 <b>Supplier Notes:</b>		

<b>B110070-LD-1-02 Gasoline, Less than Transport Delivery</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Sun Coast Resources</u>	First Offer - \$0.0475	700000 / gallon	\$33,250.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Mansfield Oil Company</u>	First Offer - \$0.0617	700000 / gallon	\$43,190.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.0775	700000 / gallon	\$54,250.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Gasoline offered shall be CBOB 10% Ethanol Blend  OPIS Gross Daily Low Order quantity 3500 to 5999 gallons		
<u>RKA Petroleum</u>	First Offer - \$0.0888	700000 / gallon	\$62,160.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> 87 E10 - Tankwagon <b>Supplier Notes:</b>		

<u>Johnson Oil Company</u>	 First Offer - \$0.143	700000 / gallon	\$100,100.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$2.712	700000 / gallon	\$1,898,400.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: Gas-43455</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B110070-LD-1-03 Diesel, Ultra Low Sulfur Diesel, Pipeline Standard, Transport Truck Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Petroleum Traders Corporation [Ad]</u>	First Offer - \$0.0174	260000 / gallon	\$4,524.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Johnson Oil Company</u>	 First Offer - \$0.0264	260000 / gallon	\$6,864.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.029	260000 / gallon	\$7,540.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$0.0404	260000 / gallon	\$10,504.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.045	260000 / gallon	\$11,700.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
		Diesel offered shall be TxLED which requires no additive OPIS Gross Daily Low Minimum order 6000 gallons			
<u>RKA Petroleum</u>	First Offer - \$0.0462	260000 / gallon	\$12,012.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: #2ULS-TT</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	260000 / gallon	\$970,320.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: Dies-sul343</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			


<b>B110070-LD-1-04 Diesel, Ultra Low Sulfur, Pipeline Standard, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Sun Coast Resources</u>	First Offer - \$0.0475	260000 / gallon	\$12,350.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$0.0799	260000 / gallon	\$20,774.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>RKA Petroleum</u>	First Offer - \$0.0814	260000 / gallon	\$21,164.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: #2ULS -TW</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.085	260000 / gallon	\$22,100.00		Y


<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Diesel offered shall be TxLED which requires no additive OPIS Gross Daily Low Order quantity 3500 to 5999 gallons			
Johnson Oil Company	<input checked="" type="checkbox"/> First Offer - \$0.144	260000 / gallon	\$37,440.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
POWERMIND GLOBAL SERVICE	First Offer - \$3.732	260000 / gallon	\$970,320.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Dies Low suf4563 <b>Supplier Notes:</b>			

<b>B110070-LD-1-05 Diesel, TCEQ Approved Additive Blend, Transport Truck Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Johnson Oil Company	<input checked="" type="checkbox"/> First Offer - \$0.00	260000 / gallon	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Sun Coast Resources	First Offer - \$0.049	260000 / gallon	\$12,740.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
RKA Petroleum	First Offer - \$0.0724	260000 / gallon	\$18,824.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> TxLED -SA - TT <b>Supplier Notes:</b>			
Southern Counties Oil Co. [Ad]	First Offer - \$0.99	260000 / gallon	\$257,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> No Bid			
POWERMIND GLOBAL SERVICE	First Offer - \$3.732	260000 / gallon	\$970,320.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Diesel-TCEO-43 <b>Supplier Notes:</b>			
Mansfield Oil Company	First Offer - \$9.00	260000 / gallon	\$2,340,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> No Bid			

<b>B110070-LD-1-06 Diesel, TCEQ Approved Additive Blend, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Johnson Oil Company	<input checked="" type="checkbox"/> First Offer - \$0.00	260000 / gallon	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Sun Coast Resources	First Offer - \$0.0675	260000 / gallon	\$17,550.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
RKA Petroleum	First Offer - \$0.1117	260000 / gallon	\$29,042.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> #2ULS TxLED -SA-TW <b>Supplier Notes:</b>			
Southern Counties Oil Co. [Ad]	First Offer - \$0.99	260000 / gallon	\$257,400.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

		No Bid			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.832	260000 / gallon	\$996,320.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Diesel TCEO-3432			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$9.00	260000 / gallon	\$2,340,000.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> No Bid			

<b>B110070-LD-1-07 Dyed Diesel, Ultra Low Sulfur, Pipeline Standard, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>RKA Petroleum</u>	First Offer - \$0.0469	50000 / gallon	\$2,345.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> #2ULS TxLED Dyed -TT			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.051	50000 / gallon	\$2,550.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.071	50000 / gallon	\$3,550.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Diesel offered shall be Dyed TxLED which requires no additive OPIS Gross Daily Low Minimum order 6000 gallons			
<u>Mansfield Oil Company</u>	First Offer - \$0.0799	50000 / gallon	\$3,995.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Johnson Oil Company</u>	 First Offer - \$0.144	50000 / gallon	\$7,200.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	50000 / gallon	\$186,600.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Dyed-Diesel543			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B110070-LD-1-08 Dyed Diesel, TCEQ Approved Additive Blend, Less than Transport Delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Johnson Oil Company</u>	 First Offer - \$0.00	50000 / gallon	\$0.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Sun Coast Resources</u>	First Offer - \$0.071	50000 / gallon	\$3,550.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>RKA Petroleum</u>	First Offer - \$0.0857	50000 / gallon	\$4,285.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> #2ULS TxLED - Dyed TW			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<u>Southern Counties Oil Co. [Ad]</u>	First Offer - \$0.99	50000 / gallon	\$49,500.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> No Bid			

<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$3.732	50000 / gallon	\$186,600.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Dyed Diesel 5443 <b>Supplier Notes:</b>			
<u>Mansfield Oil Company</u>	First Offer - \$9.00	50000 / gallon	\$450,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> NO Bid			

**Supplier Totals**

<b>Sun Coast Resources</b>		<b>\$107,030.00 (8/8 items)</b>			
Bid Contact <b>Marc Childers</b> <b>mchilders@suncoastresources.com</b> <b>Ph 512-296-0755</b>		Address <b>319 Rancho Bueno Dr.</b> <b>Georgetown, TX 78628</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<b>Johnson Oil Company</b>		<b>\$167,704.00 (8/8 items)</b>			
Bid Contact <b>Jim Wilt</b> <b>Ph 800-284-2432</b> <b>Fax 830-672-6659</b>		Address <b>1113 E. Sarah Dewitt Dr.</b> <b>Gonzales, TX 78629</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<b>RKA Petroleum</b>		<b>\$172,652.00 (8/8 items)</b>			
Bid Contact <b>Christina Smith</b> <b>csmith@rkapetroleum.com</b> <b>Ph 734-946-2199</b>		Address <b>28340 Wick Road</b> <b>Romulus, MI 48174</b>			
Qualifications <b>HUB WBE</b>					
Bid Notes <b>To Whom It May Concern:</b>					
<p>Thank you for allowing RKA Petroleum Companies to bid on the fuel requirements for Travis County, TX. We are looking forward to working with you and efficiently handling your fuel delivery needs.</p> <p>RKA Petroleum is a family business and a Certified WBE 100% woman owned business who has been offering diesel fuels, gasoline, ethanol, BQ9000 Biodiesel and several other petroleum products for over 60 years. We are recognized in our industry as a leader and innovator in the wholesale fuel supply logistics across the Midwest and 25 states that we currently operate in today.</p> <p>RKA always focuses on service and customer satisfaction as priority one. We are able to offer the most competitive prices to our customer for several reason, one being our accounts receivable efficiencies, offering Electronic Funds Transfer as well as electronic Invoicing and electronic statements. Please note that all purchase order numbers that are communicated to our staff will be clearly noted on all delivery tickets and invoices, as per the bid documentation and invoices shall be submitted after each delivery is made with Payment Terms of Net 30 ACH, please note that a discount of .0050 per gallon will be applicable for net 15 day payment terms. With our proprietary software that eases the daily payables, RKA is a leader in technology innovations in our industry.</p> <p>RKA offers the best combination of pricing, service and value for the products you are requesting. We take pride in offering only the top quality products, and delivering them safely to your facility in an efficient manner. In the cases where product allocation and specific supply are not made available by a major oil company, RKA always offers and has access to alternate products that are of the same quality or greater. We have been servicing thousands of accounts for many years, and handle many contractual customers. From government and military supply, to local government and municipalities; RKA has the experience and the staff to ensure smooth deliveries to your facilities. A list of references is enclosed for your review.</p> <p>Should RKA be awarded this contract, RKA Petroleum will guarantee delivery of your fuel product within the time frame indicated when the order is placed. Once your account is established, please place your order via email: <a href="mailto:orders@rkapetroleum.com">orders@rkapetroleum.com</a>. Please include your RKA account number, location information, product, and gallons. Also, be sure to</p>					

**include any purchase order numbers and special instructions. Please note that each delivery will be accompanied by a metered delivery ticket (BOL for transport deliveries) for your records. Mandatory taxes such as the LUST of .001 and the OSLTF of .0019 will be invoiced on a separate line\*.**

**As you are aware over the last few years there has been unexpected supply disruptions due to hurricanes and pipeline issues, just to name a few. During these unexpected supply disruptions, RKA may need to pull product in other States or markets to ensure Travis County, TX does not run out of fuel. Keeping your fleet running is our main priority. We will do whatever means possible to ensure you are with fuel at all times, but may need to work with your transportation department on expanded delivery windows and additional freight charges that may be incurred bringing product in from out of State so that it is not a financial hindrance for both parties. Communication is the key during these situations. We have the experience, and want to work very closely with your team to make sure you are covered.**

**As is standard with any contract, if this is to be awarded to RKA Petroleum Companies, Inc., the proper credit procedures must be completed by Travis County, TX and participating agencies before fuel deliveries will begin. RKA requires the Customer must meet Supplier's continuing payment terms, and shall provide Supplier with such financial information as reasonably requested by Supplier from time to time should Customer's account or credit become in arrears.**

**Once again, thank you for the opportunity to service your fueling needs. If you have any questions or need additional information, please feel free to contact me at anytime.**

**Sincerely,**

**Christina Nasser  
Government Account Executive  
cnasser@rkapetroleum.com**

**Agency Notes:**

**Supplier Notes:**

To Whom It May Concern:

Thank you for allowing RKA Petroleum Companies to bid on the fuel requirements for Travis County, TX. We are looking forward to working with you and efficiently handling your fuel delivery needs.

RKA Petroleum is a family business and a Certified WBE 100% woman owned business who has been offering diesel fuels, gasoline, ethanol, BQ9000 Biodiesel and several other petroleum products for over 60 years. We are recognized in our industry as a leader and innovator in the wholesale fuel supply logistics across the Midwest and 25 states that we currently operate in today.

RKA always focuses on service and customer satisfaction as priority one. We are able to offer the most competitive prices to our customer for several reason, one being our accounts receivable efficiencies, offering Electronic Funds Transfer as well as electronic invoicing and electronic statements. Please note that all purchase order numbers that are communicated to our staff will be clearly noted on all delivery tickets and invoices, as per the bid documentation and invoices shall be submitted after each delivery is made with Payment Terms of Net 30 ACH, please note that a discount of .0050 per gallon will be applicable for net 15 day payment terms. With our proprietary software that eases the daily payables, RKA is a leader in technology innovations in our industry.

RKA offers the best combination of pricing, service and value for the products you are requesting. We take



pride in offering only the top quality products, and delivering them safely to your facility in an efficient manner. In the cases where product allocation and specific supply are not made available by a major oil company, RKA always offers and has access to alternate products that are of the same quality or greater. We have been servicing thousands of accounts for many years, and handle many contractual customers. From government and military supply, to local government and municipalities; RKA has the experience and the staff to ensure smooth deliveries to your facilities. A list of references is enclosed for your review.

Should RKA be awarded this contract, RKA Petroleum will guarantee delivery of your fuel product within the time frame indicated when the order is placed. Once your account is established, please place your order via email: [orders@rkapetroleum.com](mailto:orders@rkapetroleum.com). Please include your RKA account number, location information, product, and gallons. Also, be sure to include any purchase order numbers and special instructions. Please note that each delivery will be accompanied by a metered delivery ticket (BOL for transport deliveries) for your records. Mandatory taxes such as the LUST of .001 and the OSLTF of .0019 will be invoiced on a separate line\*.

As you are aware over the last few years there has been unexpected supply disruptions due to hurricanes and pipeline issues, just to name a few. During these unexpected supply disruptions, RKA may need to pull product in other States or markets to ensure Travis County, TX does not run out of fuel. Keeping your fleet running is our main priority. We will do whatever means possible to ensure you are with fuel at all times, but may need to work with your transportation department on expanded delivery windows and additional freight charges that may be incurred bringing product in from out of State so that it is not a financial hindrance for both parties. Communication is the key during these situations. We have the experience, and want to work very closely with your team to make sure you are covered.

As is standard with any contract, if this is to be awarded to RKA Petroleum Companies, Inc., the proper credit procedures must be completed by Travis County, TX and participating agencies before fuel deliveries will begin. RKA requires the Customer must meet Supplier's continuing payment terms, and shall provide Supplier with such financial information as reasonably requested by Supplier from time to time should Customer's account or credit become in arrears.

Once again, thank you for the opportunity to service your fueling needs. If you have any questions or need additional information, please feel free to contact me at anytime.

Sincerely,

Christina Nasser  
Government Account Executive  
[cnasser@rkapetroleum.com](mailto:cnasser@rkapetroleum.com)

<b>Southern Counties Oil Co. [Ad]</b>		<b>\$679,700.00 (8/8 items)</b>
Bid Contact	<b>Karen Koep</b> <b>koepk@scfuels.com</b> <b>Ph 805-389-3550</b> <b>Fax 805-389-3554</b>	Address <b>P.O. Box 4159</b> <b>Orange, CA 92863-4159</b>
Bid Notes	<p><b>1. All prices listed are exclusive of all taxes and environmental fees.</b></p> <p><b>2. Diesel pricing offered is for TxLED Diesel and would not require further additives.</b></p> <p><b>3. Payment terms are Net 30 days.</b></p> <p><b>4. With regard to Environmental Compliance and Safety Records and safety Record Questionnaire, please note that a subsidiary of Southern Counties Oil Co. (Cardlock Fuel Services and United Fuel &amp; Energy Corp.) have had NOV's. In all instances they are in compliance. Southern Counties Oil Co. is subject to an administrative order for clean up but is in compliance with the order.</b></p> <p><b>5. Our offer to the County is conditional upon review and approval by SC Fuels Credit Department and CFO of credit terms and conditions prior to award.</b></p>	
Agency Notes:	<p><b>Supplier Notes:</b></p> <p>1. All prices listed are exclusive of all taxes and environmental fees.</p> <p>2. Diesel pricing offered is for TxLED Diesel and would not require further additives.</p> <p>3. Payment terms are Net 30 days.</p> <p>4. With regard to Environmental Compliance and Safety Records and safety Record Questionnaire, please note that a subsidiary of Southern Counties Oil Co. (Cardlock Fuel Services and United Fuel &amp; Energy Corp.) have had NOV's. In all instances they are in compliance. Southern Counties Oil Co. is subject to an administrative order for clean up but is in compliance with the order.</p> <p>5. Our offer to the County is conditional upon review and approval by SC Fuels Credit Department and CFO of credit terms and conditions prior to award.</p>	
<b>Mansfield Oil Company</b>		<b>\$5,231,423.00 (8/8 items)</b>
Bid Contact	<b>Diane Burke</b> <b>mocbids@mansfieldoil.com</b> <b>Ph 678-450-2283</b> <b>Fax 678-450-2242</b>	Address <b>1025 Airport Pkwy</b> <b>Gainesville, GA 30501</b>
Agency Notes:	<b>Supplier Notes:</b>	
<b>POWERMIND GLOBAL SERVICE</b>		<b>\$8,791,280.00 (8/8 items)</b>
Bid Contact	<b>ROODY SILVERAIN</b> <b>roody_silverain@yahoo.com</b> <b>Ph 561-369-4623</b>	Address <b>600 SW 28TH DR</b> <b>FORTLAUDERDALE, FL 33312</b>
Agency Notes:	<b>Supplier Notes:</b>	
<b>Petroleum Traders Corporation [Ad]</b>		<b>\$16,704.00 (2/8 items)</b>
Bid Contact	<b>Gayle Newton</b> <b>gnewton@petroleumtraders.com</b> <b>Ph 800-348-3705</b>	Address <b>7120 Pointe Inverness Way</b> <b>Fort Wayne, IN 46804</b>
Qualifications	<b>TX</b>	
Agency Notes:	<b>Supplier Notes:</b>	

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GM200I13

TRAVIS COUNTY

2/17/11

Fiscal Year 2011

Account Balance Inquiry

11:06:39

Account number . . . . : 1-4952-621.30-23  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 52 FLEET SERVICES  
 Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . . . : 30 OPERATG SUPPLIES,RP&E,NC  
 Object . . . . . : 23 FUEL OILS, LUBRICANTS

Original budget . . . . . :	2,046,166	
Revised budget . . . . . :	2,086,807	02/03/2011
Actual expenditures - current . . . :	92,419.06	
Actual expenditures - ytd . . . . :	632,162.51	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	177,388.87	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	901,970.44	43.2%
Unencumbered balance . . . . . :	1,184,836.56	56.8

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
 F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys

GM200I13

**TRAVIS COUNTY**

2/17/11

Fiscal Year 2011

**Account Balance Inquiry**

11:06:54

Account number . . . . : 99-4951-621.30-23  
 Fund . . . . . : 099 ROAD & BRIDGE FUND  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 51 VEHICLE/EQUIP/BLDG. MAINT  
 Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . . . : 30 OPERATG SUPPLIES, RP&E, NC  
 Object . . . . . : 23 FUEL OILS, LUBRICANTS

Original budget . . . . . :	1,053,353	
Revised budget . . . . . :	1,085,765	02/03/2011
Actual expenditures - current . . . :	11,300.19	
Actual expenditures - ytd . . . . :	184,930.63	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	67,500.26	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	263,731.08	24.3%
Unencumbered balance . . . . . :	822,033.92	75.7

**F5=Encumbrances      F7=Project data      F8=Misc inquiry**  
**F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys**



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Jason Walker, Purchasing, 854-45562  
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Modification No. 3 to Contract No. 09K00179JW, Ross Construction, Inc. for Ferguson Lane-Tuscany Way Connector Road and Drainage Improvements.

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

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

This Change Order number three (3) is for the adjustment of final quantities, due to change in field conditions while completing roadway construction and the waterline relocation. This Change Order decreases the contract by \$115,979.67 from \$2,717,870.85 to \$2,601,891.18.

Change Order number (2) was for additional quantities due to change in field conditions while constructing the roadway, as well as completing the waterline relocation. This Change Order increased the contract by \$31,104.50 from \$2,686,766.35 to \$2,717,870.85.

Change Order number one (1) was for a total reconstruction of Ferguson Lane between Wall Street and Sprinkle Road. Originally planned was the widening and repair of sections of the existing pavement on Ferguson Lane. Since the original design was completed for this project, and through the associated right-of-way acquisition process, the condition of Ferguson Lane has continued to deteriorate, even through an interim pavement overlay. Also included with this Change Order was a time extension of sixty (60) working days. This Change Order increased the contract by \$202,035.60 from \$2,484,730.75 to \$2,686,766.35.

Travis County, the City of Austin (COA), and Capital Metro are all contributing funds for the project. The waterline relocation is being paid for by COA. Jointly, Travis County, COA, and Capital Metro are paying for the ROW and plans development for the construction of Tuscany Way's extension from Exchange Drive to the Sprinkle Rd/Ferguson Lane intersection. Travis County is paying for Ferguson Lane's road widening and associated improvements.

The section of Ferguson Lane from 200' west of Wall St. to 100' east of Sprinkle Rd. is a two-lane rural road including roadside drainage ditches, and will be widened to a three-lane rural road. The section of Tuscany way from the intersection of Tuscany Way/Exchange Dr. to the intersection of Ferguson Lane/Sprinkle Rd. is mostly through undeveloped land, and will be constructed as a four-lane curb and gutter road, but may be striped as a two-lane industrial road.

**Contract Expenditures:** Within the last 12 months \$936,966.47 has been spent against this contract.

**Contract-Related Information:**

Award Amount: \$2,484,730.75

Contract Type: Construction

Contract Period: Through completion

**Contract Modification Information:**

Modification Amount: -\$115,979.67

Modification Type: Construction

Modification Period: Through completion

**Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

**Special Contract Considerations: N/A**

\_\_\_ Award has been protested; interested parties have been notified.

\_\_\_ Award is not to the lowest bidder; interested parties have been notified.

\_\_\_ Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: 523449

Funding Account(s): 439-4941-762-8164; 475-4993-750-6099

Total Budget: \$5,547,182.00

Design Budget: \$1,176,503.50

Construction Budget: \$3,782,678.50

Comments: Budget verified through PBO by Jessica Rio, TNR's PBO

analyst

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified  Not Verified  by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Bonnie Floyd	Completed	02/18/2011 11:54 AM
Purchasing	Cyd Grimes	Completed	02/18/2011 3:48 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/22/2011 9:11 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



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

411 West 13<sup>th</sup> Street  
 Executive Office Building, 11<sup>th</sup> Floor  
 P. O. Box 1748  
 Austin, Texas 78767  
 (512) 854-9383  
 FAX (512) 854-4697

RECEIVED  
 TRAVIS COUNTY  
 2011 FEB 15 AM 8:47  
 PURCHASING  
 OFFICE

February 9, 2011

**MEMORANDUM**

**TO:** Cyd Grimes, Purchasing Agent  
*Carol B. Joseph for*  
**FROM:** Steven M. Manilla, P.E., Executive Manager  
**SUBJECT:** Modification #3 – Ferguson Lane / Tuscany Way Improvements  
 Contract #09K00179JW  
 PO#424044

TNR requests the approval of change order number three (3) for the Ferguson Lane / Tuscany Way Improvements project. This change order is to adjust for final quantities, due to change in field conditions to complete roadway construction and waterline relocation.

This amount will decrease the contract amount by (\$115,979.67), from \$2,717,870.85 to \$2,601,891.18. See account information below:

<u>Funding Source</u>	<u>Account #</u>	<u>Com/Sub</u>	<u>PO Line #</u>	<u>Amount</u>
Travis County	439-4941-762-8164	968/054	Line #5	(\$115,367.69)
Travis County	439-4941-762-8164	968/098	Line #6	(\$ 6,071.98)
<b>Sub-Total Travis County</b>				<b>(\$121,439.67)</b>
C.O.A. (Req#523449)	475-4993-750-6099	968/048	New	\$ 5,187.00
C.O.A. (Req#523449)	475-4993-750-6099	968/048	New	\$ 273.00
<b>Sub-Total C.O.A.</b>				<b>\$ 5,460.00</b>

If you have any questions or require additional information please contact Miguel Villarreal at extension 47586 or Brunilda Cruz at extension 47679.

BC:SMM:bc

*Copy* Jason Walker, Purchasing  
 Miguel Villarreal, TNR  
 Brunilda Cruz, TNR



TRAVIS COUNTY - TNR
Ferguson Ln - Tuscany Way Extension
Change Order No. 3 Contract 09K00179JW

Approval of the following change in the Plans and/or Specifications is requested:

Change Request No. 3

Limits: From Wall St at Ferguson to Sprinkle at Ferguson to Exchange at Tuscany Way
Description: change in scope due to change in field conditions

Plan Sheet No.
Various

CONTRACTOR:

Ross Constr

This field change is requested for the following reason(s):

As Built Reconciliation

Table with 13 columns: BID ITEM NO., Spec #, BID ITEM DESCRIPTION, UNIT TYPE, C.O., QTY, UNIT PRICE(\$), C.O. AMOUNT, REVISED CONTRACT QTY, UNIT PRICE(\$), NEW AMOUNT, EXISTING CONTRACT QTY, UNIT PRICE(\$), PREVIOUS AMOUNT. Rows include Ferguson, Tuscany Way, and Waterline items.

Materials(\$)

Services(\$)

TOTAL

NET OVERRUN/(UNDERRUN)

TIME Extension:

0 Days

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract.

NOTICE to the CONTRACTOR:

This is your authority to proceed with this work at the rates named above.

REQUESTED BY Ross Constr:

RANDALL DELGADO

Name

Signature

1-27-2011

Date

RECOMMENDED FOR APPROVAL BY:

Name

Signature

Date

APPROVED:

Steve Manilla, PE
TNR Executive Manager

02/10/2011

Signature

Date

Name

Signature

Date

Cyd V Grimes
Purchasing Agent

Signature

Date

For Travis County:

Chiddi N'Jie, PE

Project Manager

1-27-11

Signature

Date

Steve Sun, PE

CIP Dist Manager

5/1/27/2011

Signature

Date

Public Works Director

1/28/11

Signature

Date

Samuel T Biscoe
County Judge

Signature

Date

GM200I13

TRAVIS COUNTY

2/18/11

Fiscal Year 2011

Account Balance Inquiry

11:11:46

Account number . . . : 475-4993-750.60-99  
Fund . . . . . : 475 CONTRACTUAL CAPITAL PROJ  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 93 INTERGOV AGREEMNTS-ROADS  
Activity basic . . . . : 75 CHARGES FOR SERVICES  
Sub activity . . . . . : 0 INFRA-ENV SCVS (TRNS&RDS)  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 CONTRACTED SERVICES

Project Req'd

Original budget . . . . . : 0  
Revised budget . . . . . : 1,697,236 11/01/2010  
Actual expenditures - current . : 48,860.42  
Actual expenditures - ytd . . . : 53,493.86-  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 962,769.07  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 5,460.00  
Total expenditures & encumbrances: 963,595.63 56.8%  
Unencumbered balance . . . . . : 733,640.37 43.2

F5=Encumbrances F7=Project data F8=Misc inquiry  
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

PURCHASE REQUISITION NBR: 0000523449

REQUISITION BY: BRUNILDA CRUZ 854-7679      STATUS: READY FOR BUYER PROCESS      DATE: 2/09/11  
 REASON: 53933 ROADS-CIP MOD PO#424044 CONT 09K00179JW  
 SHIP TO LOCATION: AS INDICATED BELOW      SUGGESTED VENDOR: 39901 ROSS CONSTRUCTION      DELIVER BY DATE: 2/09/11

1	CITY OF AUSTIN PORTION CO #3. TO ADJUST FOR FINAL QUANTITIES, DUE TO CHANGE IN FIELD CONDITIONS. THIS AMOUNT WILL DECREASE CONTRACT FROM \$2,717,870.85 TO \$2,601,891.18. COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: CIP NON-CAPITAL REIMBUSMT INVENTORY BUILDING: AI STOCK NO: 968-048-00046	5187.00	DOL	1.0000	5187.00
2	CITY OF AUSTIN PORTION RETAINAGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: CIP NON-CAPITAL REIMBUSMT INVENTORY BUILDING: AI STOCK NO: 968-048-00047	273.00	DOL	1.0000	273.00

REQUISITION TOTAL: 5460.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	47549937506099	OTHER PURCHASED SERVICES CONTRACTED SERVICES	X1L002 TUSCANY WAY/FERGUSON LANE	100.00 5187.00
2	47549937506099	OTHER PURCHASED SERVICES CONTRACTED SERVICES	X1L002 TUSCANY WAY/FERGUSON LANE	100.00 273.00
				5460.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20110209 RT



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: John Pena, Purchasing, 854-9700  
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Contract Award for Energy Conservation Measures 700 Lavaca Street, IFB No. B100251-JE, to the Low Bidder, Wattinger Company, Inc.

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

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

IFB No. B100251-JE, Energy Conservation Measures 700 Lavaca Street, was issued on January 24, 2011. This project is funded by a grant awarded under the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant (EECBG) funded by the American Recovery and Reinvestment Act of 2009 ("ARRA") (Award No. DE-EE0000895) and consists of the installation and/or replacement of HVAC equipment (including air handlers, chillers and associated equipment), HVAC controls, motors, and lighting for the recently acquired new Travis County Administrative Building, 700 Lavaca Street, Austin, Texas 78701. This contract requires the contractor to provide labor, equipment, materials, related incidentals and supervision necessary to complete the required construction and installation.

Of the over thirty-four (34) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, five (5) bids were received in response to this solicitation when subject IFB was opened on February 18, 2011 at 2:00 P.M., CST. The lowest bid was received from Wattinger Company, Inc., in the amount of \$1,188,700.00 for the Base Bid, including \$140,800.00 for Add Alt. No.1 and \$10,800.00 for Add Alt. No. 2.

Facilities Management Department (FMD) is recommending, with the Purchasing Office concurrence, contract award to Wattinger Company, Inc., the amount of \$1,340,300.00 (Base Bid plus Add Alt. 1 & 2) as the lowest responsive and responsible bidder. FMD had deemed that the price

is fair and reasonable.

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

**Contract-Related Information:**

Award Amount: \$1,340,300.00 (Base Bid, Add Alt. No. 1 & 2)

Contract Type: Construction

Contract Period: 210 Calendar Days

**Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

**Solicitation-Related Information:**

Solicitations Sent: 4177 (via BidSync.com)

Responses Received: 5

HUB Information: 105

% HUB Subcontractor: N/A

**Special Contract Considerations:** N/A

\_\_\_ Award has been protested; interested parties have been notified.

\_\_\_ Award is not to the lowest bidder; interested parties have been notified.

\_\_\_ Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: 524575

Funding Account(s): 517-1405-801-8105

672-1405-525-8105

Comments: None

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Marvin Brice	Completed	02/23/2011 4:41 PM
Purchasing	Cyd Grimes	Completed	02/23/2011 4:52 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/24/2011 12:27 PM
County Judge's Office	Cheryl Aker	Completed	02/24/2011 1:38 PM

Purchasing Office Items

Meeting of March 1, 2011

Commissioners Court

Cheryl Aker

Pending

GM200I04  
Fiscal Year 2011

TRAVIS COUNTY  
Account Balance Inquiry

2/22/11  
13:53:56

Account number . . . : 517-1415-403.70-81

Fund . . . . . : 517 CERT OF OBLIG 2010-NONTAX  
 Department . . . . . : 14 FACILITIES MANAGEMENT  
 Division . . . . . : 15 BUILDING MAINTENANCE  
 Activity basic . . . . . : 40 OTHER FINANCING SOURCES  
 Sub activity . . . . . : 3 SALE OF CERT OF OBLIG  
 Element . . . . . : 70 ISSUANCE PROCEEDS  
 Object . . . . . : 81 PROCEEDS - CERT OF OBLIG

Estimated revenue . . . . . : 0

Actual receipts - current . . . . . : .00  
 Actual receipts - ytd . . . . . : .00  
 Unposted receipts . . . . . : .00  
 Total receipts . . . . . : .00 0.0%  
 Unrealized revenue . . . . . : .00 0.0

F7=Project data            F8=Misc inquiry            F10=Detail trans  
 F11=Acct activity list    F12=Cancel                F13=Misc Budget            F24=More keys

GM200I13

Fiscal Year 2011

TRAVIS COUNTY

Account Balance Inquiry

2/22/11  
13:53:33

Account number	:	:	:	:	:	672-1405-525.81-05
Fund	:	:	:	:	:	672 ARRA-EECBG
Department	:	:	:	:	:	14 FACILITIES MANAGEMENT
Division	:	:	:	:	:	05 PROJECT MANAGEMENT SVCS
Activity basic	:	:	:	:	:	52 GENERAL GOVERNMENT
Sub activity	:	:	:	:	:	5 FACILITIES
Element	:	:	:	:	:	81 CAPITAL OUTLAY
Object	:	:	:	:	:	05 BUILDINGS

Project Req'd

Original budget	:	:	:	:	:	:	0	
Revised budget	:	:	:	:	:	:	2,033,439	12/30/2010
Actual expenditures - current	:	:	:	:	:	:	00	
Actual expenditures - ytd	:	:	:	:	:	:	174,461.15-	
Unposted expenditures	:	:	:	:	:	:	00	
Encumbered amount	:	:	:	:	:	:	663,490.09	
Unposted encumbrances	:	:	:	:	:	:	00	
Pre-encumbrance amount	:	:	:	:	:	:	1,544,409.23	
Total expenditures & encumbrances:	:	:	:	:	:	:	2,033,438.17	100.0%
Unencumbered balance	:	:	:	:	:	:	83	0.0

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
 F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys





## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** LAVA7-13-09C-4R

**FILE:** 703

**TO:** Cyd V. Grimes, CPM, Purchasing Agent

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

**DATE:** February 22, 2011

**SUBJECT:** 700 Lavaca Street Energy Conservation Measures  
IFB No.: B100251-JE; Contract No.: 10K00251JE

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Facilities Management Department (FMD) recommends award of the Energy Conservation Measures Project in the amount of \$1,340,300 to the low bidder, Wattinger Company, Inc. for the base bid plus two bid alternate items. In all, 34 bid packages were either downloaded or viewed via Travis County's third party e-procurement vendor system. Five bids were received with the base bid items ranging from \$1,188,700 to \$1,869,574.

FMD has reviewed the bid tabulation including base bids, alternate bid items and the unit bid items and determined that the low bid is fair and reasonable. Liquidated damages are set at \$500 per day. The construction schedule is 210 calendar days after the issuance of the Notice to Proceed. A summary of the project budget and cost is attached.

This project is being funded through a grant from the Department of Energy for Energy Conservation Measures at 700 Lavaca Street. The project funds are located in the account numbers 672-1405-525-8105 and 517-1405-801-8105 and the requisition number is 524575. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on March 1, 2011. If approved, please issue a fully executed contract to Wattinger Company, Inc. Please call me at extension 44579 if you have any questions.

### ATTACHMENTS:

1. Bid Tabulation Form
2. Project Budget and Cost

### COPY TO:

Danny Hobby, Executive Manager, Emergency Services  
Amy Draper, CPA, Financial Manager, FMD  
John Carr, Administrative Director, FMD  
Richard Avery, Project Manager, FMD  
John Pena, Purchasing Agent Assistant, TCPO

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

**SOLICITATION NO.:** IFB No.: B100251-JE      **CONTRACT No.:** 10K00251JE  
**DESCRIPTION:** Energy Conservation Measures 700 Lavaca Street  
**DEPARTMENT:** Facilities Management Department  
**CONTACT/NO.:** Rick Avery x44780

**BID DATE:** January 24, 2011  
**BID CLOSED:** February 18, 2011  
**OPEN TIME:** 2:00 P.M., CST  
**BIDS EXPIRE:** May 18, 2011

**BIDS INVITED:** 4177 (Via BidSync)\*  
\* Two Ad dates in local publication: 1/28/2011 & 2/4/2011  
**BIDS VIEWED:** 96 (Via BidSync)  
**BIDS PICKED-UP VIA PURCHASING OFFICE:** 8  
**BIDS RECEIVED:** 5  
**HUBS SOLICITED:** 105 (Via BidSync)  
**HUBS RECEIVED:** 1

Bidder's Name	Base Bid	Add Alt No. 1	Add Alt No. 2	Unit Price No. 1	Unit Price No. 2	Bid Form	Amendment No. 1	Amendment No. 2	Amendment No. 3	Did firm submit exclusions to bid?	Ethics Affidavit	Cert. of Sec.	Safety Record	Bid Security	Subcontract Declar.	GFE Checklist	ARRA Attachment 5	ARRA Attachment 6	ARRA Attachment 7	ARRA Attachment 8	ARRA Attachment 9	ARRA Attachment 10
Airco Mechanical, Inc. (Austin, TX)	\$1,586,990.00	\$198,936.00	\$12,513.00	\$1,550.00	\$1,250.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N
Harkins Company (Elgin, TX)	\$1,282,329.00	\$148,680.00	\$12,977.00	Did not provide	Did not provide	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mid-State Plumbing, Inc. (HUB) (Austin, TX)	\$1,875,200.00	\$145,333.00	\$19,561.00	Did not provide	Did not provide	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Thermal Mechanical Contractors, Inc. (Manor, TX)	\$1,487,000.00	\$138,800.00	\$8,300.00	\$1,341.00	\$1,341.00	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N
Wattinger Company, Inc. (Austin, TX)	\$1,188,700.00	\$140,800.00	\$10,800.00	\$1,320.00	\$1,200.00	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**SIGNATURE**  
Original Signature on File with Purchasing Office

**PRINT NAME**  
John E. Pena, CTPM, Purchasing Agent Assistant

**DATE**  
February 18, 2011

**Facilities Management Department**

**Project Budget Vs. Cost**

**Date: 2/22/2011**

<b>700 Lavaca Building Energy Efficiency Projects</b>	<b>Budget</b>	<b>Fund Encumbered to Date</b>	<b>Current Request</b>	<b>Total Costs to Date</b>	<b>Saving (Deficit)</b>
<b>Planning and Design Costs Including:</b>					
Architects and Engineering Fees; Survey/Geotech/EA/Others; Design Permits and Fees; Printing and Reproductions	\$ 250,000	\$ 158,800	\$ -	\$ 158,800	\$ 91,200
<b>Construction Costs Including:</b>					
Construction Contract Cost; Construction Change Orders; Construction Testing; Construction Permits and Fees; Misc Construction; Construction Contingency	\$ 3,241,711	\$ 1,584,604	<b>\$ 1,340,300</b>	\$ 2,924,904	\$ 316,807
<b>Misc Cost Including:</b>					
ITS: Data Cable; Phone switches; etc... FFE: Furniture; Fixtures, Equipment Security: Cameras; Panic Buttons; etc.. Move: Boxes, Furnitures, etc..	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Project</b>	<b>\$ 3,491,711</b>	<b>\$ 1,743,404</b>	<b>\$ 1,340,300</b>	<b>\$ 3,083,704</b>	<b>\$ 408,007</b>

## AGREEMENT FOR CONSTRUCTION SERVICES

### CONTRACT NO. 10K00251JE, IFB #B100251-JE, FMD PROJECT NO. LAVA7-13-09C-4R

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

**WHEREAS**, the Owner desires to enter into the Construction Contract for the construction of **ENERGY CONSERVATION MEASURES 700 LAVACA STREET** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **ENERGY CONSERVATION MEASURES 700 LAVACA STREET**, Travis County Texas, **IFB No. B100251-JE**; and

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

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

#### ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **ENERGY CONSERVATION MEASURES 700 LAVACA STREET**, Travis County Texas, **IFB No. B100251-JE**, Addendum A (DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT ("EECBG") PROGRAM SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS) and all attachments thereto, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **210 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. Weather delays will be allowed in accordance with Section 01800 – Weather Delays. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$500.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

## ARTICLE II

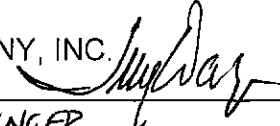
- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$1,340,300.00** (consisting of: Base Bid sum of \$1,188,700.00, Bid Alternate No. 1 sum of \$140,800.00 and Bid Alternate No. 2 sum of \$10,800.00, collectively referred to herein as the "Contract Sum"). The Contract Sum is comprised of (i) **\$1,336,950.00** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **\$3,350.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Architect/Engineer, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

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

WATTINGER COMPANY, INC.   
By: \_\_\_\_\_  
Name: TREY WATTINGER  
Title: PRESIDENT  
Date: FEB 22, 2011

APPROVED AS TO FORM BY:

\_\_\_\_\_  
County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
County Auditor

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
County Purchasing Agent

PURCHASE REQUISITION NBR: 0000524575

REQUISITION BY: ANGELA DAVIS 854-9084

STATUS: AUDITOR APPROVAL  
 REASON: 10K00251JE (700 LAVACA/ENERGY CONSERVATION)

DATE: 2/22/11

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 43733 WATTINGER CO INC

DELIVER BY DATE: 5/31/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ENERGY CONSERVATION MEASURES- 700 LAVACA STREET BUILDING AS PER IFB#B100251JE COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: GEN BUILDING CONSTRUCTION	1273285.00	JOB	1.0000	1273285.00	
2	RETAINAGE-5% COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: RETAINAGE BLDG CONSTRUCT	67015.00	JOB	1.0000	67015.00	

REQUISITION TOTAL: 1340300.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51714058018105	CAPITAL OUTLAY BUILDINGS KLA02 700 LAVACA STREET IMPRVMT	51.07	650259.00
1	67214055258105	CAPITAL OUTLAY BUILDINGS MR1672 ARRA-EECBG	48.93	623026.00
2	51714058018105	CAPITAL OUTLAY BUILDINGS KLA02 700 LAVACA STREET IMPRVMT	100.00	67015.00
				1340300.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
 Prepared By: Jason Walker, Purchasing, 854-45562  
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
 Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Contract Award for Lava Lane Roadway Extension, IFB No. B110095-JW, to the Low Bidder, RGM Constructors of Texas, LLC.

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

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

This project is to install improvements and an extension to the existing roadway, which will allow school buses, ambulances, firefighting equipment, and other emergency vehicles access to the low-to-moderate income area in Southeast Travis County. As the roadway is currently, during inclement weather, it is impassable and safe egress is difficult or impossible.

Subject IFB opened on January 26, 2011, with two (2) bids received in response to the solicitation. For the base bid, RGM Constructors of Texas, LLC submitted a total amount of \$233,399.32. The Unit Prices for each item have been verified, along with the extended amounts for each item and are correct as submitted. (see attached Bid Proposal).

TNR has reviewed the bids and recommends, and Purchasing concurs with, the award of a contract to the low bidder, RGM Constructors of Texas, LLC, in the amount of \$233,399.32.

### **Contract Expenditures: N/A**

Within the last \_\_\_\_ months \$0.00 has been spent against this contract.

### **Contract-Related Information:**

Award Amount: \$233,399.32

Contract Type: Construction

Contract Period: 60 working days after issuance of Notice to Proceed



**Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

**Solicitation-Related Information:**

Solicitations Sent: via FTP site

Responses Received: 2

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 21.54%

**Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

**• Funding Information:**

Purchase Requisition in H.T.E.: 516667

Funding Account(s): 615-4931-621-8164

Total Budget: \$441,980.00

Design Budget: \$35,000.00

Construction Budget: \$300,000.00

Utility Relocation: \$41,800.00

Inspection/QC Budget: \$25,000.00

Contingency: \$40,180.00

Comments: Budget verified through PBO by Jessica Rio, TNR's PBO analyst.

**• Statutory Verification of Funding:**

Contract Verification Form: Funds Verified  Not Verified  by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing		Pending
Purchasing	Cyd Grimes	Pending
Purchasing Admin Support Group		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

*Ames*  
*2-16-11*  
*MB*



RECEIVED  
TRAVIS COUNTY  
2011 FEB 15 PM 3:55  
PURCHASING  
OFFICE

**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

February 11, 2011

**MEMORANDUM**

TO: Cyd V. Grimes, C.P.M., Purchasing Agent  
FROM: *Steve Manilla*, P.E., TNR Executive Manager  
SUBJECT: Award of Construction Services Contract

Lava Lane Roadway Extension.  
IFB No. B110095-JW  
Contract NO. 11K00095JW

**Requested Agenda Item**

TNR hereby requests that the Purchasing Department place the following item on the Commissioners Court Agenda for a February 24, 2010 hearing date:

**Requested Motion: Consider and take appropriate action of the recommendation to award the construction contract for the Lava Lane Roadway Extension project to RGM Constructors of Texas LLC (RGM).**

**Project Description**

Lava Lane is a Travis County maintained road in a low-to-moderate income area in Southeast Travis County. There is an urgent need to install improvements and an extension to the existing roadway to allow for access of school buses, ambulances, fire-fighting equipment, and other emergency vehicles. Under the current conditions, the roadway is impassable during inclement weather, and safe egress is difficult or impossible. Additionally, Lava Lane has not been completely constructed, which leaves several properties landlocked with no roadway access.

**Summary and Recommendations**

Commissioners Court approved the use of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding for the design and construction of improvements and an extension of Lava Lane in Precinct 4 southeastern Travis County. Sealed bids to construct the project were received from two bidders on

January 26, 2011. The bids ranged from the low of \$233,399.32 to a high of \$263,180.55. TNR finds the low bid at \$233,399.32 to be complete. Subject to Purchasing Department's findings of responsiveness, and in accordance with Chapter 262 © of the Texas government Code, TNR recommends that the low bidder, RGM Constructors of Texas LLC (RGM), be awarded a construction contract.

### **Budgetary and Fiscal Impact**

The Lava Lane Roadway Extension project was included in the CDBG Program Year 2010 project list that was approved by the Travis County Commissioners Court in June 2010. The total estimated project cost is approximately \$400,000.00. The remaining budget for this project is approximately \$300,000.

The bid amount received from RGM is \$233,399.32 and is encumbered under requisition number 516667. The commodity/sub-commodity code is 968/057 for the Construction Services and 968/098 for the 5% Retainage. The account numbers are provided below:

#### **Construction Services:**

<b>Account Number</b>	<b>Amount</b>	<b>Funding Source</b>
615-4931-621-8164 HCUE01	\$221,729.35	CDBG Grant

#### **Retainage:**

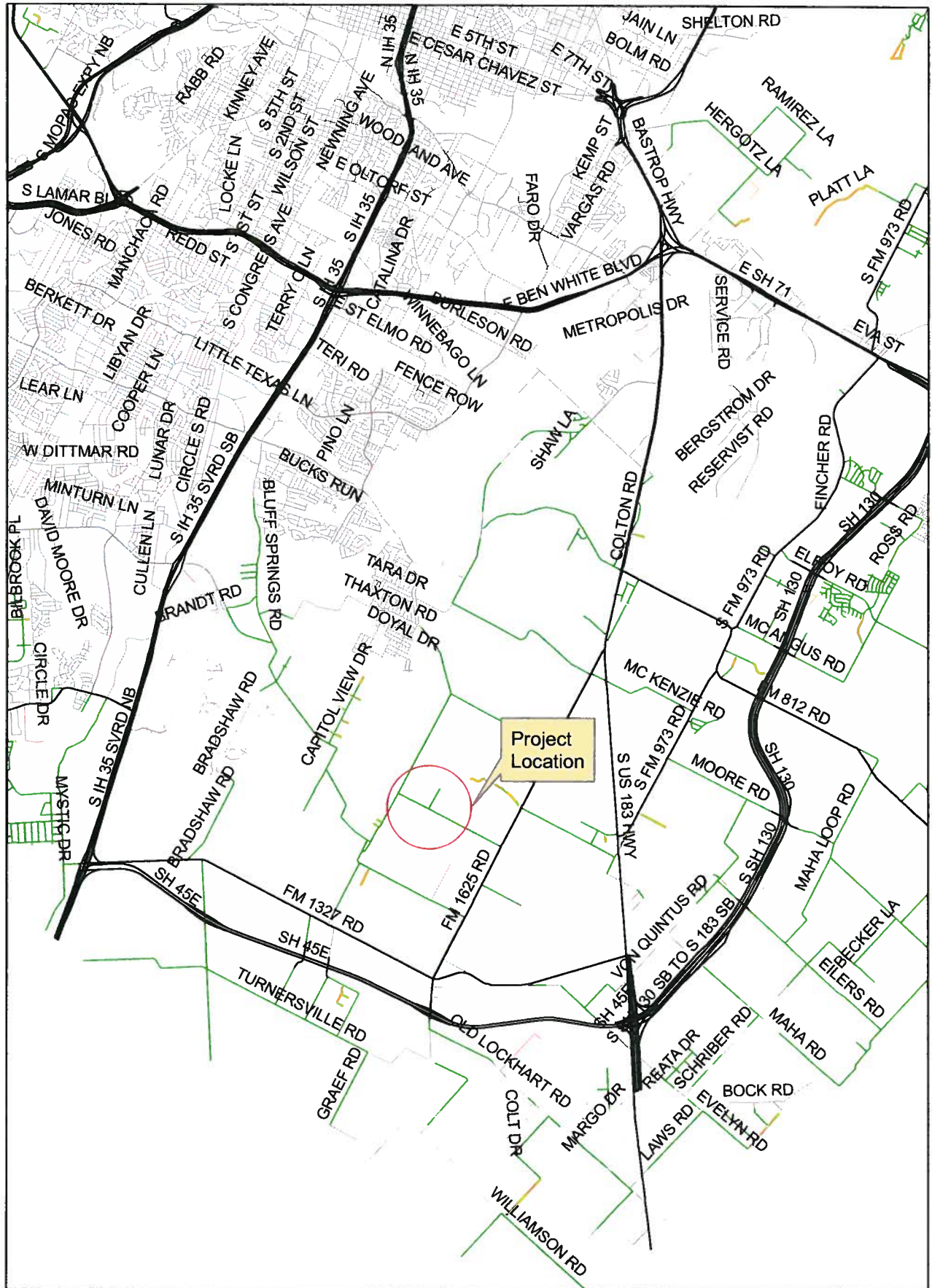
<b>Account Number</b>	<b>Amount</b>	<b>Funding Source</b>
615-4931-621-8164 HCUE01	\$ 11,669.79	CDBG Grant

If you have any questions or require additional information please contact Lee Turner at 854.7598.

Attachment: Bid Tabulation  
Location Map

CC Jessica Rio, Planning and Budget Office  
Sean O'Neal, County Auditor's Office  
Christy Moffett, Health & Human Services  
Lee Turner, TNR  
Steve Sun, TNR  
Donna Williams-Jones, TNR  
Brunilda Cruz, TNR

# LAVA LANE ROADWAY EXTENSION



### LAVA LANE ROADWAY EXTENSION

BID ITEM	SPEC. NO. / DESC. CODE	S.P. No.	S.S. No.	Description	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SM Constructor of Texas L		Yantis Company	
							UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	0100 2002			PREPARING ROW	STA	13.1	\$ 1,500	\$19,650.00	\$ 1,125.00	\$ 14,737.50	\$ 1,100.00	\$ 14,410.00
2	0110 2001			EXCAVATION (ROADWAY)	CY	2543	\$12.00	\$30,516.00	\$ 12.00	\$ 30,516.00	\$ 7.80	\$ 19,835.40
3	0132 2005			EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	300	\$13.00	\$3,900.00	\$ 12.00	\$ 3,600.00	\$ 41.00	\$ 12,300.00
4	0160 2003			FURNISHING AND PLACING TOPSOIL (4")	SY	6198	\$1.10	\$6,817.80	\$ 1.25	\$ 7,747.50	\$ 1.60	\$ 9,916.80
5	0164 2023			CELL FBR MLCH SEED (PERM) (RURAL) (CLAY)	SY	6198	\$0.30	\$1,859.40	\$ 0.30	\$ 1,859.40	\$ 0.60	\$ 3,718.80
6	0168 2001			VEGETATIVE WATERING	MG	186	\$15.00	\$2,790.00	\$ 15.00	\$ 2,790.00	\$ 40.00	\$ 7,440.00
7	0169 2001			SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	1459	\$1.75	\$2,553.25	\$ 1.35	\$ 1,969.65	\$ 1.50	\$ 2,188.50
8	0247 2044			FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	SY	3581	\$10.38	\$37,170.78	\$ 8.00	\$ 28,648.00	\$ 8.70	\$ 31,154.70
9	0260 2002			LIME (HYDRATED LIME (SLURRY))	TON	80	\$175.00	\$14,000.00	\$ 155.00	\$ 12,400.00	\$ 180.00	\$ 14,400.00
10	0260 2027			LIME TRT (EXST MATL) (8")	SY	3513	\$2.25	\$7,904.25	\$ 3.00	\$ 10,539.00	\$ 4.50	\$ 15,808.50
11	0310 2005			PRIME COAT (MC - 30 OR AE - P)	GAL	617	\$3.50	\$2,159.50	\$ 3.50	\$ 2,159.50	\$ 4.30	\$ 2,653.10
12	0340 2050			D - GR HMA (METH) TY - C PG70 - 22	SY	3083	\$8.30	\$25,588.90	\$ 8.25	\$ 25,434.75	\$ 11.50	\$ 35,454.50
13	0432 2002			RIPRAP (CONC) (5 IN)	CY	12	\$350.00	\$4,200.00	\$ 500.00	\$ 6,000.00	\$ 900.00	\$ 10,800.00
14	0464 2003			RC PIPE (CL III) (18 IN)	LF	222	\$48.00	\$10,656.00	\$ 37.00	\$ 8,214.00	\$ 48.00	\$ 10,656.00
15	0464 2005			RC PIPE (CL III) (24 IN)	LF	104	\$60.00	\$6,240.00	\$ 55.00	\$ 5,720.00	\$ 60.00	\$ 6,240.00
16	0467 2209			SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	1	\$950.00	\$950.00	\$ 1,200.00	\$ 1,200.00	\$ 1,100.00	\$ 1,100.00
17	0467 2222			SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	3	\$1,050.00	\$3,150.00	\$ 1,300.00	\$ 3,900.00	\$ 1,350.00	\$ 4,050.00
18	0467 2224			SET (TY II) (24 IN) (RCP) (4: 1) (C)	EA	4	\$1,200.00	\$4,800.00	\$ 1,400.00	\$ 5,600.00	\$ 1,650.00	\$ 6,600.00
19	0467 2286			SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	9	\$1,100.00	\$9,900.00	\$ 1,400.00	\$ 12,600.00	\$ 1,700.00	\$ 15,300.00
20	0500 2001			MOBILIZATION	LS	1	\$22,440.00	\$22,440.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
21	0502 2001			BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$500.00	\$2,000.00	\$ 575.00	\$ 2,300.00	\$ 700.00	\$ 2,800.00
22	0506 2001			ROCK FILTER DAMS (INSTALL) (TY 1)	LF	80	\$25.00	\$2,000.00	\$ 20.00	\$ 1,600.00	\$ 17.00	\$ 1,360.00
23	0506 2009			ROCK FILTER DAMS (REMOVE)	LF	80	\$7.00	\$560.00	\$ 9.00	\$ 720.00	\$ 3.00	\$ 240.00
24	0506 2034			TEMPORARY SEDIMENT CONTROL FENCE	LF	1060	\$2.50	\$2,650.00	\$ 1.25	\$ 1,325.00	\$ 2.40	\$ 2,544.00
25	0530 2011			DRIVEWAYS (ACP)	SY	197	\$35.00	\$6,895.00	\$ 55.00	\$ 10,835.00	\$ 40.00	\$ 7,880.00
26	0552 2002			WIRE FENCE (TY B)	LF	286	\$15.00	\$4,290.00	\$ 8.00	\$ 2,288.00	\$ 9.00	\$ 2,574.00
27	0552 2006			GATE (TY 2)	EA	1	\$450.00	\$450.00	\$ 1,550.00	\$ 1,550.00	\$ 700.00	\$ 700.00
28	0560 2010			MAILBOX INSTALL - S (TWG - POST) TY 1 FND	EA	2	\$200.00	\$400.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00
29	0644 2001			INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	4	\$420.00	\$1,680.00	\$ 375.00	\$ 1,500.00	\$ 460.00	\$ 1,840.00
30	0644 2004			INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	1	\$450.00	\$450.00	\$ 475.00	\$ 475.00	\$ 595.00	\$ 595.00
31	0658 2315			INSTL OM ASSM (OM - 2Y) (WC) GND	EA	6	\$75.00	\$450.00	\$ 48.00	\$ 288.00	\$ 63.00	\$ 378.00
32	0666 2012			REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	2199	\$0.50	\$1,099.50	\$ 0.58	\$ 1,275.42	\$ 0.75	\$ 1,649.25
33	0666 2048			REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	17	\$6.00	\$102.00	\$ 12.00	\$ 204.00	\$ 14.00	\$ 238.00
34	0666 2111			REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	2264	\$0.50	\$1,132.00	\$ 0.65	\$ 1,471.60	\$ 0.75	\$ 1,698.00
35	0672 2015			REFL PAV MRKR TY II - A - A	EA	36	\$4.00	\$144.00	\$ 12.00	\$ 432.00	\$ 13.00	\$ 468.00
36	5445 2001			DEAD END ROADWAY BARRICADE	LF	20	\$65.00	\$1,300.00	\$ 30.00	\$ 600.00	\$ 39.00	\$ 780.00
37			SS-03-A	PRE-CONSTRUCTION PHOTOGRAPHY AND VIDEO	LS	1	\$1,000.00	\$1,000.00	\$ 2,200.00	\$ 2,200.00	\$ 280.00	\$ 280.00
38			SS-03-A	CONSTRUCTION PHOTOGRAPHY AND VIDEO	LS	1	\$2,000.00	\$2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 280.00	\$ 280.00
39			SS-03-B	POST-CONSTRUCTION PHOTOGRAPHY AND VIDEO	LS	1	\$1,000.00	\$1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 350.00	\$ 350.00
<b>TOTAL</b>								<b>\$246,848.38</b>		<b>\$ 233,399.32</b>		<b>\$ 263,180.55</b>

IFB NO. B110095-JW  
Lava Lane Roadway Extension

**Lava Lane Roadway Extension, B110095-JW**

**Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specifications which can be found in TXDoT web site: <http://www.dot.state.tx.us>**

**DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>**

**S.P. = Special Provision to the Standard Specification**

**S.S. = Special Specification**

**BASE BID**

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	0100 2002			PREPARING ROW	STA	13.1	\$ 1,125.00	\$ 14,737.50
2	0110 2001			EXCAVATION (ROADWAY)	CY	2543	\$ 12.00	\$ 30,516.00
3	0132 2005			EMBANKMENT (FINAL) (ORD COMP)(TY C)	CY	300	\$ 12.00	\$ 3,600.00
4	0160 2003			FURNISHING AND PLACING TOPSOIL (4")	SY	6198	\$ 1.25	\$ 7,747.50
5	0164 2023			CELL FBR MLCH SEED (PERM) (RURAL) (CLAY)	SY	6198	\$ 0.30	\$ 1,859.40
6	0168 2001			VEGETATIVE WATERING	MG	186	\$ 15.00	\$ 2,790.00
7	0169 2001			SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	1459	\$ 1.35	\$ 1,969.65
8	0247 2044			FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	SY	3581	\$ 8.00	\$ 28,648.00
9	0260 2002			LIME (HYDRATED LIME (SLURRY) )	TON	80	\$ 155.00	\$ 12,400.00
10	0260 2027			LIME TRT (EXST MATL) (8")	SY	3513	\$ 3.00	\$ 10,539.00
11	0310 2005			PRIME COAT (MC - 30 OR AE - P)	GAL	617	\$ 3.50	\$ 2,159.50
12	0340 2050			D - GR HMA (METH) TY- C PG70 - 22	SY	3083	\$ 8.25	\$ 25,434.75
13	0432 2002			RIPRAP (CONC) (5 IN)	CY	12	\$ 500.00	\$ 6,000.00
14	0464 2003			RC PIPE (CL III) (18 IN)	LF	222	\$ 37.00	\$ 8,214.00
15	0464 2005			RC PIPE (CL III) (24 IN)	LF	104	\$ 55.00	\$ 5,720.00
16	0467 2209			SET (TY II) (18 IN) (RCP) (3:1) ( C )	EA	1	\$ 1,200.00	\$ 1,200.00
17	0467 2222			SET (TY II) (18 IN) (RCP) (4:1) ( C )	EA	3	\$ 1,300.00	\$ 3,900.00
18	0467 2224			SET (TY II) (24 IN) (RCP) (4:1) ( C )	EA	4	\$ 1,400.00	\$ 5,600.00
19	0467 2286			SET (TY II) (18 IN) (RCP) (6:1) ( P )	EA	9	\$ 1,400.00	\$ 12,600.00
20	0500 2001			MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
21	0502 2001			BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$ 575.00	\$ 2,300.00

22	0506 2001			ROCK FILTER DAMS (INSTALL) (TY 1)	LF	80	\$ 20.00	\$ 1,600.00
23	0506 2009			ROCK FILTER DAMS (REMOVE)	LF	80	\$ 9.00	\$ 720.00
24	0506 2034			TEMPORARY SEDIMENT CONTROL FENCE	LF	1060	\$ 1.25	\$ 1,325.00
25	0530 2011			DRIVEWAYS (ACP)	SY	197	\$ 55.00	\$ 10,835.00
26	0552 2002			WIRE FENCE (TY B)	LF	286	\$ 8.00	\$ 2,288.00
27	0552 2006			GATE (TY 2)	EA	1	\$ 1,550.00	\$ 1,550.00
28	0560 2010			MAILBOX INSTALL - S (TWG - POST) TY 1 FIND	EA	2	\$ 200.00	\$ 400.00
29	0644 2001			INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	4	\$ 375.00	\$ 1,500.00
30	0644 2004			INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	1	\$ 475.00	\$ 475.00
31	0658 2315			INSTR OM ASSM (OM - 2Y) (WC) GND	EA	6	\$ 48.00	\$ 288.00
32	0666 2012			REFL PAV MRK TY 1 (W) 4" (SLD) (100 MIL)	LF	2199	\$ 0.58	\$ 1,275.42
33	0666 2048			REFL PAV MRK TY 1 (W) 24" (SLD) (100 MIL)	LF	17	\$ 12.00	\$ 204.00
34	0666 2111			REFL PAV MRK TY 1 (Y) 4" (SLD) (100 MIL)	LF	2264	\$ 0.65	\$ 1,471.60
35	0672 2015			REFL PAV MRKR TY II - A - A	EA	36	\$ 12.00	\$ 432.00
36	5445 2001			DEAD END ROADWAY BARRICADE	LF	20	\$ 30.00	\$ 600.00
37			SS-03-A	PRE-CONSTRUCTION PHOTOGRAPHY AND VIDEO	LS	1	\$ 2,200.00	\$ 2,200.00
38			SS-03-A	CONSTRUCTION PHOTOGRAPHY AND VIDEO	LS	1	\$ 1,700.00	\$ 1,700.00
39			SS-03-B	POST-CONSTRUCTION PHOTOGRAPHY AND VIDEO	LS	1	\$ 1,600.00	\$ 1,600.00

**Base Total Bid \$ 233,399.32**

**Below please type the base bid amount in words.**

<b>Tax Exempt Total</b>	<b>\$ 47,152.39</b>	<b>Non-Tax Exempt Total</b>	<b>\$ 186,283.44</b>
<p><small>Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.</small></p>		<p><small>Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.</small></p>	

**NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.**

**Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.**

**Please note the following listed abbreviations used for proposed units:** Unit Abbreviations: CY=Cubic Yard  
 LF=Linear Foot, STA=Station, AC=Acre, EA=Each, SY=Square Yard, GAL=Gallon, LS=Lump Sum, SF=Square Foot, TON=Ton,  
 MO=Month, EA/DAY=per Each per DAY

GM200I13

TRAVIS COUNTY

2/22/11  
14:55:58

Fiscal Year 2011

Account Balance Inquiry

Project Req'd

Account number . . . . : 615-4931-621.81-64  
Fund . . . . . : 615 COMMUNITY DEVEOPMENT BG  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 31 RD CAPACITY/BRIDGE REPLMT  
Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . . : 0  
Revised budget . . . . . : 442,451 12/13/2010  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . . : .00  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 423.86  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 233,399.32  
Total expenditures & encumbrances: 233,823.18 52.8%  
Unencumbered balance . . . . . : 208,627.82 47.2

**F5=Encumbrances      F7=Project data      F8=Misc inquiry**  
**F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys**



PURCHASE REQUISITION NBR: 0000516667

REQUISITION BY: BRUNILDA CRUZ 854-7679      STATUS: AUDITOR APPROVAL      DATE: 11/15/10  
 REASON: 53933 ROADS-CIP ATTN: JASON WALKER  
 SHIP TO LOCATION: TNR ADMIN - 11TH FLR      SUGGESTED VENDOR: 45448 RGM CONSTRUCTORS LP      DELIVER BY DATE: 11/15/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION SERVICES FOR LAVA LANE CDBG FUNDS COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SERVICES-ROAD CONSTRUCT	221729.36	DOL	1.0000	221729.36	
2	5% RETAINAGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE - ROAD CONSTRUC	11669.96	DOL	1.0000	11669.96	
REQUISITION TOTAL:					233399.32	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	61549316218164	CAPITAL OUTLAY HCUE01	100.00	221729.36
		PURCH SVC-INFRASTRCTR RDS PY10 STRT LAVA LN P3		
2	61549316218164	CAPITAL OUTLAY HCUE01	100.00	11669.96
		PURCH SVC-INFRASTRCTR RDS PY10 STRT LAVA LN P3		
				233399.32

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20101115 RT COURT  
 2/3/11 RETURNED TO UPDATE INFORMATION. KS

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**CONTRACT FOR CONSTRUCTION PROJECT of LAVA LANE ROADWAY  
EXTENSION BETWEEN TRAVIS COUNTY AND  
RGM CONSTRUCTORS OF TEXAS, LLC**

This Agreement is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the “County”) and RGM Constructors of Texas, LLC, (hereinafter referred to as the “Contractor”) and is binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **Lava Lane Roadway Extension** in Travis County, Texas, in accordance with the provisions of state and federal regulations and conforming to the Contractor’s Notice of Construction, Bid Proposal, Specifications and Plans marked **Lava Lane Roadway Extension (IFB NO. B110095-JW)**, all of which are hereby incorporated by reference as if fully copied and set forth herein at length;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned documents, Specifications and the Plans marked **(IFB NO. B110095-JW)**.

NOW THEREFORE, in consideration of the County’s promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of, **Lava Lane Roadway Extension** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked **(IFB NO. B110095-JW)**, and the terms, conditions, and provisions of this Contract, to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

1. Entire Agreement. This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked **(IFB NO. B110095-JW)** including all Exhibits and 16 Attachments thereto represent the entire and integrated Contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written.
2. Completion of Project. The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within **60** working days,

- after receiving a written “Notice to Proceed”, approved by the Executive Manager and the County Purchasing Agent. The Contractor warrants that the completed project will be adequate for the purposes intended.
3. **Consideration.** Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor in accordance with this Contract, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$233,399.32, consisting of \$47,152.39 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$186,283.44 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the Contract amount is made to reflect the sales tax purposes only. Contractor must maintain internal records to verify the division. The Contractor must make these records available upon request of the Travis County Auditor. This Section 3 is subject to any applicable federal requirements.
  4. **Choice of Law/Venue.** This contract will be construed according to the laws of the State of Texas and the United States of America. The performance for this Contract will be in Travis County, and venue for any action will lie in Travis County, Texas.
  5. **Outstanding Debt.**
    - 5.1 **Assignment for Taxes.** Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes within Travis County at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector. The terms of this Section 5.1 apply only insofar as allowed by the Grant.
    - 5.2 **Disbursements to Persons With Outstanding Debt.**
      - 5.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.045 of the Texas Local Government Code.
      - 5.2.2 If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

- 5.2.2.1 the County Treasurer notifies the Contractor in writing that the debt is outstanding; and
    - 5.2.2.2 the debt is paid.
  - 5.2.3 “Debt” as used in this Section 5.2 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.
  - 5.2.4 The County may apply funds the County owes the Contractor to the outstanding balance of debt for which notice is made under Section 5.2.2 above if the notice includes a statement that the amount owed by the County to the Contractor may be applied to reduce the outstanding debt.
- 5.3 Payment of Taxes. Contractor agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by County on behalf of Contractor or the employees of Contractor. Contractor will not be treated as an employee with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. Contractor accepts responsibility for the compensation of employees, withholding and payment of taxes, and for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor. Contractor understands that Contractor is responsible to pay, according to the law, Contractor’s income tax. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.
- 5.4 Non-delinquency on Federal Debt. Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.
- 5.5 Taxes. County is not liable for state, local or federal excise taxes of Contractor. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2’s to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers’ Compensation Insurance coverage. Contractor must comply with all Federal and State tax laws and withholding requirements. County will not be liable to Contractor or its employees for any Unemployment or Workers’ Compensation coverage, or Federal or State withholding requirements.

6. Amendment. This Contract may be amended only by written instrument signed by both the County and the Contractor and subject to the approval of the U.S. Department of Housing and Urban Development (“HUD”) for any amendment involving any budget revision(s) which would result in the need for additional funds. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

7. Notice.

7.1 Manner. Any notice to be given under this Contract must be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

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

Hand Delivery:

314 W. 11<sup>th</sup> St., Ste. 400  
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748  
Austin, Texas 78767

Copy To:

Joseph Gieselman, Executive Manager (or successor)  
Travis County Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

CONTRACTOR:

Name of Company: RGM Constructors of Texas, LLC  
Address: 15306 N. IH-35, Pflugerville, TX 78660  
Contact: Robert Allison  
Title: Vice President

- 7.2 Effect. Notice by personal delivery or hand delivery will be deemed effective immediately upon delivery, provided notice is given as required by Subsection 7.1 hereof. Notice by registered or certified mail will be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office.
- 7.3 Change of Address. Either party hereto may change its address by giving notice as provided herein.
- 8. Forfeiture of Contract.
  - 8.1 Forfeiture. Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to the Contract if:
    - 8.1.1 Contractor was doing business at the time of submitting its bid or had done business during the 365-day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons listed in Exhibit A to the Ethics Affidavit which is attached to [IFB No. B110095-JW](#) and incorporated by reference therein as Exhibit A (both contained in Attachment 4 thereto); or
    - 8.1.2 Contractor does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.
  - 8.2 Definition. “Is Doing Business” or “Has Done Business” mean:
    - 8.2.1 paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250.00 in the aggregate in exchange for personal services or purchase of any property interest, either real or personal, either legal or equitable, or
    - 8.2.2 loaning or receiving a loan of money, services or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250.00 in the aggregate in a calendar year;
    - 8.2.3 but does not include:
      - 8.2.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published or marked price available to the general public;

8.2.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or

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

8.3 Waiver. The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

9. Contract Construction.

9.1 Gender and Number. Words of any gender in this Contract will be construed to include the other, and words in either number will be construed to include the other, unless the context in this Contract clearly requires otherwise.

9.2 Headings and Titles. Headings and titles at the beginning of this Contract, including all Exhibits and Attachments hereto, have been included only to make it easier to locate the subject matter covered by that part, section or subsection and will not be used in construing this Contract.

9.3 Computation of Time. Whenever any period of time is stated in this Contract, the time will be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days may be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. Contractor may obtain a copy of Travis County's holiday schedule from the Purchasing Agent.

9.4 Interpretation. Provisions, words, phrases, and Texas statutes and regulations, whether incorporated by actual use or reference into this Contract, including all Exhibits and Attachments hereto, will be construed in accordance with Chapters 311 and 312 of the Texas Government Code. Provisions, words, phrases, and federal statutes and regulations, whether incorporated by actual use or reference, will be applied to this Contract, including all Exhibits and Attachments hereto, in accordance with applicable federal regulations and guidelines.

10. Severability. The provisions of this Contract are severable. If any clause,

sentence, provision, paragraph, or article of this Contract, including the Exhibits and Attachments hereto, or the application of this Contract, including the Exhibits and Attachments hereto, to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not impair, invalidate, nullify, or otherwise affect the remainder of this Contract, including the Exhibits and Attachments hereto, but the effect thereof will be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances will not be affected.

11. Sovereign Immunity. The parties expressly agree that no provision of this Contract, including the Exhibits and Attachments hereto, is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and, Travis County hereby retains all of its affirmative defenses.

12. Compliance with Applicable Law.

12.1 The Contractor must comply with all applicable federal, state, and local laws, regulations, and ordinances related in any way to this Contract. The Contractor must notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way the Contractor's ability to provide service(s) under this Contract. This Paragraph will be construed in conjunction with Paragraph 7.1 (entitled "Laws to be Observed") of [IFB No. B110095-JW](#).

12.2 Without limiting the foregoing, Contractor must comply with the following statutes and regulations:

12.2.1 Workers Compensation laws;

12.2.2 Minimum and maximum salary and wage statutes and regulations, including but not limited to:

- (A) Fair Labor Standards Act of 1938, as amended;
- (B) Equal Pay Act of 1963, PL 88-38;
- (C) the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 C.F.R. Part 5);
- (D) compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and
- (E) all other applicable regulations implementing the above laws.

12.2.3 Non-discrimination statutes and regulations, including but not limited to:



- (A) Title VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended; and
- (D) all applicable regulations implementing the above laws;

12.2.4 All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), and Executive Order 11738;

12.2.5 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PUB L 94-163, 89 Stat. 871) codified at 42 U.S.C.A. Section 6321 et. seq.;

12.2.6 National Environmental Policy Act (“NEPA”) including Environmental Protection Agency regulations (40 C.F.R. Part 15), applicable HUD regulations set forth in 24 C.F.R. Parts 50 and 58 including authorities cited therein, and National Historic Preservation Act of 1966, including Federal Historic Preservation Regulations (36 C.F.R. Part 800), which require environmental clearance of federal aid projects;

12.2.7 24 C.F.R. Section 5.105, including all applicable authorities cited therein, as well as applicable provisions of 24 C.F.R. Part 58, including Section 58.5 and applicable authorities cited therein and Section 58.6 and applicable authorities cited therein; and

12.2.8 All applicable CDBG regulations.

12.3 [PROVISIONS APPLICABLE TO COVERED PROJECTS FOR WHICH AMOUNT OF HUD ASSISTANCE EXCEEDS \$200,000 AND THE CONTRACT OR SUBCONTRACT EXCEEDS \$100,000.]

12.3.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, will to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.3.2 The parties to this Contract agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implement Section 3. As

evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

12.3.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work must begin.

12.3.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

12.3.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

12.3.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.4 When required, Contractor must furnish the County or HUD with satisfactory proof of its compliance herewith.

13. Name and Ownership. Contractor remains responsible for the performance of this Contract, including all Exhibits and Attachments hereto, when there is a change of

name or change of ownership, other than an outright sale of Contractor's business such that Contractor, including its officers and executives, is no longer involved in the business's operations. If a change of name or ownership occurs, Contractor must immediately notify the County Purchasing Agent. No change in the obligations of or to Contractor will be recognized unless or until it is approved by the Travis County Commissioners Court.

14. Payments.

- 14.1 Each payment made hereunder must be allowable under Title 24 C.F.R. Section 85.22, and 2 C.F.R. Part 225 (including Appendices A and B thereto) and applicable provisions of Appendices C, D and E thereto), and must be consistent with this Contract including the Exhibits and Attachments hereto. Payment will be made 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, or to the address indicated on Purchase Orders placed by other authorized County offices and/or departments. Invoices must be submitted to:

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

- 14.2 In addition to the information required under Subsection 9.5 of [IFB No. B110095-JW](#), a "Correct and Complete" invoice must include at least the following:
- 14.2.1 Name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address;
- 14.2.2 County Contract, Purchase Order, or Delivery Order number,
- 14.2.3 identification of items or services as outlined in this Contract;
- 14.2.4 quantity or quantities, applicable unit prices, total prices, and total amount; and
- 14.2.5 any additional payment information which may be called for by this Contract including documentation appropriate to the nature of the activity.

The Contractor must also submit a statement with each invoice showing the percentage completion of the work accomplished during the preceding 30-day period and the percentage completion to date, as well as any additional written information requested by the County to document the progress of the work.

- 14.3 Payments made under this Contract are subject to the cost principles set forth in Title 24 C.F.R. Section 85.22, and 2 C.F.R. Part 225 (including Appendices A and B thereto and applicable provisions of Appendices C, D and E thereto). In addition, this Contract is subject to the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between Titles 24 C.F.R. Section 85.22 and 2 C.F.R. Part 225, and the Prompt Payment Act, applicable provisions of Titles 24 C.F.R. 85.22 and 2 C.F.R. Part 225 will control.
- 14.4 The Contractor must pay its subcontractors for satisfactory performance of their contracts, no later than 10 days from the Contractor's receipt of payments from County hereunder. The Contractor must promptly make full payment of any and all retainage to subcontractors within 30 days after subcontractor's work is satisfactorily completed. Contractor must complete and submit with each monthly invoice the Form titled "Travis County HUB Subcontractor Payment Report" contained in Attachment 8 as prescribed therein.
- 14.5 Contractor must complete and submit other forms and reports, as required, including the forms and reports set forth in Attachment 8 and other forms and reports required by the County for compliance with HUD regulations.
- 14.6 All payments under this Section 14 are subject to Paragraphs 5.16 (entitled "Final Payment") and 9.6 (entitled "Acceptance and Final Payment") of [IFB No. B110095-JW](#)
15. Successors and Assigns. Upon County's execution of this Contract, including all Exhibits and Attachments hereto, the provisions of this Contract shall be binding upon and inure to the benefit of Travis County and RGM Constructors of Texas, LLC and their respective successors, executors, administrators, and permitted assigns.
16. CERTIFICATION OF ELIGIBILITY TO RECEIVE FEDERAL FUNDS/DEBARMENT CERTIFICATIONS.
- 16.1 Certification under this Section provides for compliance with certification requirements under 24 C.F.R. Part 84.13(a) and 24 C.F.R. Part 24. Contractor, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principals:
- 16.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 16.1.2 have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

16.3 In the event of placement on the list between the time of bid/proposal/statement submission and time of contract award, the bidder/proposer must immediately notify the Travis County Purchasing Agent.

16.4 Placement of the Contractor on the federal government's list of suspended, ineligible, or debarred contractors, false certification, or failure to notify County as required in this Subsection may result in County's termination of this Agreement for default.

16.5 The Contractor must provide to the County the certification in **Attachment 13** (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts) in accordance with 24 C.F.R. Part 24 (Debarment and Suspension).

17. Applicable Labor Standards.

17.1 All laborers and mechanics employed by Contractors or subcontractors in the performance of construction work financed in whole or in part with CDBG funds from HUD must be paid at wages and rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with applicable law. Laborers and mechanics, respectively, are entitled to prevailing wage rates for their trade.

17.2 This Section does not apply to:

units;  
17.2.1 The rehabilitation of residential property containing less than eight

17.2.2 An individual who:

volunteered;  
17.2.2.1 performs services for which the individual

17.2.2.2 does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services; and

17.2.2.3 is not otherwise employed at any time in the construction work.

17.3. Contractor must comply and must require its subcontractors to comply with all applicable labor standards and requirements, including but not limited to Davis-Bacon Wage and Reporting Requirements. Contractor must provide County for review certified payroll reports and related documentation. County will review the certified payroll reports and related documentation to identify any discrepancies and/or violations, and to ensure that laborers and mechanics are being paid not less than the prevailing wage rates contained on the applicable Davis-Bacon Wage Schedule for the type of work they perform. In the event discrepancies or violations are found, Contractor must promptly make needed corrections.

17.4. Contractor is responsible for full compliance of its officers, employees, contractors, subcontractors and lower tier subcontractors with the labor standard provisions applicable to the project.

17.5. The County may periodically conduct on-site interviews with construction workers on the project to observe and learn about the work they perform, the hours they work, the type of work performed, and the wages received.

17.6. The County will investigate possible violations of the Davis-Bacon Act and related requirements and will recommend to HUD the imposition of sanctions in accordance with applicable law.

17.7. This Contract is also subject to the labor standards and requirements set forth in HUD-Form 4010, which is attached hereto as Attachment 1-C and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length. Contractor must comply and must require its subcontractors to comply with all the labor standards and requirements

set forth in HUD Form 4010, which is attached herein as Attachment 1-C and incorporated herein.

18. LOBBYING CERTIFICATION.

18.1 The limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, 31 U.S.C. Section 1352, provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Contractor, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered federal actions:

18.1.1 the awarding of any federal grant;

18.1.2 the making of any federal grant;

18.1.3 the making of any federal loan;

18.1.4 the entering into of any cooperative agreement; and

18.1.5 the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

18.2 In executing this Agreement, the signatories certify to the best of his or her knowledge and belief that:

18.2.1 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 any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

18.3 The Contractor must include the above language in all contracts and subcontracts between Contractor and its contractors, subcontractors, subconsultants, agents, or representatives.

18.4 The Contractor or its contractors, subcontractors, or subconsultants, as applicable, must complete and file the standard federal form (certification regarding lobbying) set forth in Appendix A to Title 24 C.F.R. Part 87.

Submission of this certification is a prerequisite for making or entering into this transaction, as required by Title 31 U.S.C. Section 1352.

- 18.5 Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 18.6 The Contractor and its contractors, subcontractors and subconsultants, as applicable, shall complete the Disclosure Form titled "Disclosure Form to Report Lobbying" set forth in Appendix B to Title 24 C.F.R. Part 87 in accordance with its instructions, as set forth in Attachment 16 hereto. In accordance with 24 C.F.R. Section 87.110(c), the Contractor, and its contractors, subcontractors, or subconsultants, as applicable, must file a Disclosure Form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any Disclosure Form previously filed by such person. This Agreement is subject to the provisions set forth in 24 C.F.R. Section 87.110 and all other applicable provisions of 24 C.F.R. Part 87. Any person who fails to file or amend the Disclosure Form will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
19. PRECEDENCE. All services and activities provided by Contractor related to Grant requirements and paid for by County utilizing Grant Funds ("Grant Activities") are specifically subject to terms of this Contract as well as those of the Grant. Should there be a conflict between requirements which cannot be reconciled, as determined by County, then the terms must be given precedence as follows:
1. Grant
  2. Contract

### **Additional Contract Provisions**

In addition to the Contract provisions set forth above and the Contract provisions set forth in [IFB No. B110095-JW](#), the following Contract provisions apply.

#### **A. Davis-Bacon Certification/Certification of Eligibility**

1. By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. §5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 C.F.R. Part 24.
2. No part of this contract is allowed to be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-



Bacon Act or 29 C.F.R. §5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 C.F.R. Part 24.

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U. S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of....influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

**B. MONITORING.**

1. The County reserves the right to monitor the Contractor’s performance of work under this Contract to verify that the Contractor is performing the work covered hereunder in compliance with the terms, conditions and provisions of this Contract, including all Exhibits and Attachments hereto, and to ensure compliance with the type of work and work schedules set forth in this Contract including the Exhibits and Attachments hereto. The County, through the Executive Manager, will monitor the Contractor’s performance to ensure Contractor’s compliance with applicable federal requirements. However, monitoring by County does not relieve Contractor of its responsibilities and obligations to comply with applicable federal requirements.

2. The Executive Manager will also monitor the Contractor’s performance to ensure that performance goals are being achieved, to ensure that the work progress is on schedule and the Project remains within budget, to identify any errors or omissions in the Contractor’s performance of work hereunder, and to coordinate with the Contractor to correct any errors or omissions in such work; provided, however, nothing in this Paragraph will be construed to relieve the Contractor of its responsibilities to discover and correct errors and omissions in its work under this Contract including the Exhibits and Attachments hereto; and, nothing in this Paragraph will be construed to relieve County’s consultant of any responsibility it has by agreement with the County to monitor Contractor’s performance of work hereunder.

3. Such monitoring will include periodic reviews of tasks against deliverables, as well as review of progress reports submitted by the Contractor against tasks and deliverables. The Executive Manager will monitor each program, function, or activity covered hereunder.

4. The Executive Manager may visit the actual worksite to inspect the work environment and/or Contractor’s administrative offices to review documents and other Contract records.

**C. CIVIL RIGHTS/ADA COMPLIANCE.**

1. The Contractor must provide all work required under this Contract in a manner

that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. The Contractor must not discriminate against any employee or applicant for employment based on race, color, sex, age, religion, national origin, or disability. Contractor also agrees that Contractor will not discriminate against any individual or group based on race, color, sex, age, religion, national origin, or disability.

2 The Contractor must comply with 42 U.S.C.A. Section 53.09 and 24 C.F.R. Parts 1, 6 and 8 as they relate to no discrimination, Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 (41 C.F.R. Part 60); and all other applicable federal, state and local Equal Employment Opportunity and affirmative action rules, regulations and laws.

3. The Contractor, with regard to work performed by it during the term of this Contract, must not discriminate on the grounds of race, color, sex, age, religion, national origin, or disability.

4. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Contractor of the Contractor's obligations under this Contract and the regulations relevant to non-discrimination on the grounds of race, color, sex, age, religion, national origin, age, or disability.

5. The Contractor must provide all information and reports necessary for the County to comply with applicable HUD regulations and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by HUD or the County to be pertinent to ascertain compliance with HUD regulations.

6. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor must so certify to the County and must set forth what efforts it has made to obtain the information.

7. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, the County must impose such Contract sanctions as the County may determine to be appropriate, including, but not limited to:

- (i) Withholding of payments to the Contractor under this Contract until the Contractor complies; and/or
- (ii) Cancellation, termination, or suspension of this Contract, in whole or in part.

D. TAXPAYER IDENTIFICATION. The Contractor must provide the County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and

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

E. FUNDING OUT. Contractor acknowledges that this Contract is supported in whole or in part by federal funds provided through HUD and that HUD may reduce, adjust, or withdraw funding for future Program years. Notwithstanding any provision to the contrary in this Contract, in the event that either no funds or insufficient funds are appropriated, whether by the County or HUD, for any payments due under this Contract for the period covered by such budget or appropriation, this Contract will terminate without penalty to the County or HUD. This Section will be construed in conjunction with Subsection 8.11 of [IFB No. B110095-JW](#).

F. FUNDING.

1. [FOR CONTRACTS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS] Funds for payment on this Contract have been provided by the U.S. Department of Housing and Urban Development.

2. Funds for payment on this Contract have also been provided through the County budget approved by Commissioners Court, and such funds have been provided for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of the County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract, except for unanticipated needs or events which may prevent such payments against this Contract.

3. However, the County cannot guarantee the availability of funds, and enters into this Contract only to the extent that County funds and federal funds are made available. The Fiscal Year for the County extends from October 1st of each calendar year through September 30th of the next calendar year.

G. NON-WAIVER OF DEFAULT. Consistent with [IFB No. B110095-JW](#), no payment, act, or omission by the County may constitute or be construed as a waiver of any breach or default of the Contractor which then exists or may subsequently exist. All rights of the County under this Contract are specifically reserved and any payment, act, or omission will not impair or prejudice any remedy or right to the County under this Contract including the Exhibits and Attachments hereto, consistent with [IFB No. B110095-JW](#). The exercise of any right or remedy in this Contract will not preclude the exercise of any other right or remedy under this Contract or under any law, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights

or remedies.

H. OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court nor any member of his or her family nor a partner will receive a pecuniary benefit from the purchase; provided, however, this rule does not apply if the member's financial interest is minimal. This Contract is subject to the conflict of interest rules set forth in Title 24 Code of Federal Regulations Section 85.36, Subsection (b), Paragraph (3) and the County's Ethics Policy.

I. CONTRACTOR CERTIFICATIONS.

1. Contractor certifies that Contractor (i) is a duly qualified, capable, and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; and (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County.

2. The Contractor certifies that it currently has adequate personnel in its employment for performance of the work required under this Contract, including the Exhibits and Attachments hereto, or it will be able to obtain such personnel from sources other than the County.

3. The Contractor represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of work under this Contract including the Exhibits and Attachments hereto.

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

K. CONFIDENTIALITY.

1. Notwithstanding any provision in this Contract to the contrary, information obtained by County or any of its officials, employees, agents or representatives in connection with this Contract is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney General's office.

2. In addition, information obtained by the County or any of its officials, employees, agents or representatives in connection with this Contract is subject to applicable federal statutes and regulations covering the confidentiality of or access to such information.

L. SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES PROGRAMS.

1. The County will take all affirmative steps to assure that small and minority firms and women's business enterprises are used when possible.

2. These affirmative steps include:

i. placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

iii. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and with women's business enterprises; and

v. using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

3. If subcontracts are to be let, the Contractor must take the affirmative steps listed in Paragraph 1 above, to assure that small and minority firms and women's business enterprises are used when possible.

4. To assure that small and minority businesses and women's business enterprises are used when possible, the County's Historically Underutilized Business Program (HUB) will be followed. In consideration of award of this Contract to the Contractor, the Contractor agrees to maintain a subcontractor relationship with any HUB subcontractors identified on the "Historically Underutilized Business Subcontracting Participation Declaration Form" which was provided with the Contractor's Bid. Identification of this relationship should be accomplished through completion of the "Notice of Intent to Subcontract with HUB Form," attached in [IFB No. B110095-JW](#) as part of Attachment 8. The NOI form should be signed by both the Contractor and HUB subcontractor, with a separate form submitted for each subcontractor, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.

5. During the performance of this Contract, the Contractor must provide payment information on each HUB subcontractor using the "Travis County HUB Subcontractor Payment Record Form" attached to [IFB No. B110095-JW](#) as part of Attachment 8. This form must be submitted with each invoice from which a HUB subcontractor will be paid. For additional information, refer to the completion instructions on the forms.

6. No changes or substitutions are allowed to be made for the HUB subcontractors unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change, the "HUB Subcontractor/Subconsultant Change Form," attached to [IFB No. B110095-JW](#) as part of Attachment 8, must be completed and submitted to the County Purchasing Agent. Should there not be a HUB firm available as a replacement, Contractor may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.

All subcontracts for goods, materials, supplies, and services related to the construction Contract must include the provisions of this Section L and any other provisions required by law.

M. ENTITY STATUS. By my signature below, I certify that the Contractor is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the Contractor, I acknowledge by my signature below that I have read and understand the above paragraphs and that the Contractor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

N. SIGNATORY WARRANTY.

1. The undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the Contractor and to bind the Contractor validly and legally to all the terms, conditions and provisions of this Contract. These representations and warranties are not made for the purpose of inducing the County to enter into this Contract.

2. If the Contractor later alleges that such person lacks such authority, the County may immediately terminate this Contract without penalty or liability, other than payments owing Contractor for approved work actually performed hereunder.

11K00095JW

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_.

TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
CONTRACTOR NAME

BY: \_\_\_\_\_  
TRAVIS COUNTY JUDGE

BY: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
TRAVIS COUNTY ATTORNEY

\_\_\_\_\_  
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

\_\_\_\_\_  
COUNTY AUDITOR, TRAVIS COUNTY



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

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: John Pena, Purchasing, 854-9700  
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Contract Award for Water Damage Remediation, Mold Damage Remediation and Decontamination Services, IFB No. B110092-JE, to the Qualified Low Bidder's, Blackmon Mooring of Texas, Inc., and Belfor USA Group, Inc.

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

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

IFB No. B110100-JE, Water Damage Remediation, Mold Damage Remediation and Decontamination Services, was issued on January 14, 2011. This type of contract will require the Contractor to utilize a Task Order Contract method of procurement to provide labor, materials, equipment and incidentals necessary to perform water damage remediation, mold damage remediation and decontamination services. Individual projects are awarded to the contractor via task orders that are based upon pre-priced services.

Of the sixty-three (63) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, two (2) bids were received in response to this solicitation when subject IFB was opened on February 9, 2011 at 10:00 A.M., CST.

To ensure a timely response of needed services, in the event of multiple incidents that can't be handled by one contractor, Risk Management recommends, with Purchasing's concurrence, award of two contracts; Primary to Blackmon Mooring of Texas, Inc., and Secondary to Belfor USA Group, Inc.

**Contract Expenditures:** Within the last 12 months \$116,443.60 has been spent against this requirement.



**Contract-Related Information:**

Award Amount: N/A (As-needed basis)

Contract Type: Annual Contract

Contract Period: February 7, 2011 through February 6, 2012

**Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

**Solicitation-Related Information:**

Solicitations Sent: 63 (Including 4 HUBs)

Responses Received: 2

HUB Information: N/A

% HUB Subcontractor: N/A

**Special Contract Considerations: N/A** Award has been protested; interested parties have been notified. Award is not to the lowest bidder; interested parties have been notified. Comments:

- **Funding Information:**

Purchase Requisition in H.T.E.: N/A\*

Funding Account(s): 525-1140-522-4506

Comments: \*Funding to be identified on each individual Task Order.

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified  Not Verified  by Auditor.**REQUIRED AUTHORIZATIONS:**

Purchasing	Marvin Brice	Completed	02/23/2011 2:49 PM
Purchasing	Cyd Grimes	Completed	02/23/2011 3:29 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/23/2011 3:34 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



# HRMD *Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor  
Austin, Texas 78701

• (512) 854-9165 / FAX(512) 854-3128 •

P.O. Box 1748  
Austin, Texas 78767

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DATE: February 14, 2011

TO: Cyd V. Grimes, Purchasing Agent

THROUGH: Dan Mansour, Risk and Benefits Manager, HRMD *DW*

FROM: Chuck Watt, Occupational Health & Safety Engineer, HRMD @

SUBJECT: Recommendations for IFB No. B110092-JE, Water Damage Remediation, Mold  
Damage Remediation and Decontamination Services

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After careful review of the two (2) submitted bids, it is our recommendation to award contracts to Blackmon Mooring of Texas, Inc., and Belfor USA Group, Inc.

The final evaluation matrix is attached for your review.

Commodity/Sub-Commodity Code: 962/474  
14-Digit Account Number: 525-1140-522-4506  
Requisition Number: N/A\*

Cc: Diane Blankenship, Director, HRMD  
File Copy

Attachment: Final Evaluation of IFB No: B110092-JE, Water Damage Remediation, Mold  
Damage Remediation and Decontamination Services

\* There is no "pre-encumbrance" requisition entered into the HTE System for this type of contract. Each requisition is encumbered based on the estimate provided by the vendor at the time of each incident.

#3681 (2/22/2011)

## Final Evaluation of Solicitation no: B110092-JE Water Damage Remediation, Mold Damage Remediation and Decontamination Services

General Requirements	Specific Requirements	Blackmon Mooring	Belfor USA Group				
Total Bid Evaluation Amount Page 34	Lowest responsive bid (overtime)	103,974.30	159,064.04				
Experience page 22	3 years experience in similar services <b>Water, Mold, Decontamination</b>	<b>Y, WMD</b>	<b>Y, WMD</b>				
	IICRC Certified Firm	Y	Y				
	LMR Contractor or LMR Company	Y	Y				
	Submit Experience Verification Report,	Y	Y				
References page 23-24	3 within 100 mi.	Y	Y				
	Submit References Verification Report	Y	Y				
Capability Verification Page 25	In-house Capability	Y	Y				
	Submit Capability Verification Report	Y	Y				
Project Manager page 31	10 years experience in similar services <b>Water, Mold, Decontamination</b>	<b>Y, WMD</b>	<b>Y, WMD</b>				
	Submit resume	Y	Y				
	Submit a list of projects served as PM	Y	Y				
Superintendent page 31-32	5 years experience in similar services <b>Water, Mold, Decontamination</b>	<b>Y, WMD</b>	<b>Y, WMD</b>				
	LMR Contractor	Y	Y				
	IICRC Tech	Y	Y				
	submit resume	Y	Y				
	Submit a list of projects served as Superintendent	Y	N				
<b>LEGEND</b>	<b>Y – Meets spec,</b>	<b>N – Does not meet spec.</b>	<b>ND – Not determinable from submittals</b>	<b>NS – Not submitted</b>			

GM200I13

TRAVIS COUNTY

2/15/11  
11:53:49

Fiscal Year 2011

Account Balance Inquiry

Account number	:	525-1140-522.45-06
Fund	:	525 TRAVIS CO. SELF INSURANCE
Department	:	11 HUMAN RESOURCE MANAGEMENT
Division	:	40 RISK MANAGEMENT
Activity basic	:	52 GENERAL GOVERNMENT
Sub activity	:	2 HUMAN RESOURCE MANAGEMENT
Element	:	45 LOSS & CLAIMS EXPENSES
Object	:	06 INTERNAL PROPERTY

Original budget	:	104,182	
Revised budget	:	66,415	02/11/2011
Actual expenditures - current	:	4,256.00	
Actual expenditures - ytd	:	50,395.04-	
Unposted expenditures	:	.00	
Encumbered amount	:	15,386.24	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	30,752.80-	46.3%
Unencumbered balance	:	97,167.80	146.3

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
 F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys

**AGREEMENT FOR CONSTRUCTION SERVICES****CONTRACT NO. 11K00092JE; IFB NO. B110092-JE**

This Agreement for Services (the "Contract" or "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and Belfor USA Group, Inc., (the "Secondary Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for **Water Damage Remediation, Mold Damage Remediation and Decontamination Services** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Water Damage Remediation, Mold Damage Remediation and Decontamination Services** in Travis County, Texas, **IFB No. B110092-JE**; and

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

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

**ARTICLE I**

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed for each Project as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid (Attachment A) as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Water Damage Remediation, Mold Damage Remediation and Decontamination Services**, in Travis County, Texas, **IFB No. B110092-JE**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within **the performance period specified in each individual Task Order** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the

Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **that an amount per Calendar Day will be specified in each individual Task Order**, shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

## ARTICLE II

- 2.1 **TERM OF CONTRACT:** The term of this Construction Contract shall be for a twelve (12) month period commencing upon award by the Commissioners Court, with two (2) twelve (12) month options to renew, subject to approval of the Commissioners Court.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this Contract for two (2) additional twelve (12) month periods and three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) whose Total Bid Evaluation Amount is/are the lowest, as specified in the Sample Project Worksheet (Attachment B)

The County may award one or two contracts for the Projects to be performed under this Construction Contract. If more than one contract is awarded, there will be a **primary contractor and a secondary contractor**. The primary award will be made to the bidder submitting a responsive bid with the lowest Total Bid Evaluation Amount (the "Primary Contractor") and the secondary award will be made to the bidder submitting a responsive bid with the second lowest Total Bid Evaluation Amount (the "Secondary Contractor").

For each Project, the Primary Contractor will be used unless situations such as those below occur:

- a. The Primary Contractor cannot respond and perform per County instructions.
- b. The Primary Contractor is unable to perform and complete the Work requested per the schedule specified on the purchase order for that Project.

**NOTE: The above circumstances do not represent an exhaustive list of all situations in which the Secondary Contractor will be used instead of the Primary Contractor.**

- 2.4 When the Owner has need for services to be performed in connection with any facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate according to the fee schedule set forth in the Contractor's bid and shall submit the same to the Owner in the form attached hereto as Exhibit A (the "Contractor's Cost Estimate"); provided, however, the Owner's solicitation of the Contractor's Cost Estimate shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor.
- A. Where the Owner and the Contractor agree that the Contractor shall perform the Work, and the Contractor's Cost Estimate exceeds \$25,000, the parties shall execute a written Task Order pursuant to which the Contractor shall perform the Work. The Task Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Task Order will be forwarded to the Contractor, together with a purchase order issued by the Travis County Purchasing Agent.
  - B. Where the Contractor's Cost Estimate is less than \$25,000.00, and the Owner and the Contractor agree that the Contractor shall perform the Work, the parties shall execute a Task

Order pursuant to which the Contractor shall perform the Work. The Task Order will be forwarded to the Contractor together with a purchase order issued by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Task Order, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.

- 2.5 Concurrently with the parties' execution of the Task Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Task Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Task Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Exhibit B, attached hereto and made a part hereof.
- 2.6 If at any time during this performance of this Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate the Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.
- 2.7 Other than by issuance of a Task Order for each Project, this Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner.
- 2.8 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if breached by Contractor, and (ii) collect exemplary damages in an amount as determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any County officer or employee. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.9 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.10 No action or failure to act by the Owner or the Contractor shall constitute a waiver or any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 2.11 Any clause, sentence, provision, paragraph, or article of this Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.12 This Construction Contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.
- 2.13 This Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under this Construction Contract without the written consent of the other party hereto.
- 2.14 The recitals, premises, and representations contained on the first page of this Construction Contract are incorporated herein as if set forth verbatim. This Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

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

TRAVIS COUNTY, TEXAS

Belfor USA Group, Inc.

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

By: Mark Owen  
 Name: Mark Owen  
 Title: General Manager  
 Date: 2-23-11

APPROVED AS TO FORM BY:

\_\_\_\_\_  
 County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
 County Auditor

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
 County Purchasing Agent



Travis County

Bid 8110092-JE

## ATTACHMENT A

## BID PROPOSAL WORKSHEET

## GROUP A

WATER EXTRACTION AND DEHUMIDIFICATION UNIT PRICE BID SHEET: Unit prices as bid shall include the cost of all labor, materials, equipment, transportation and overhead as necessary to complete the item listed and shall exclude any federal and state sales, excise and use taxes. Unit prices shall be provided for work accomplished during normal County business hours and for non-standard (overtime) work hours. Prices should assume that no asbestos containing materials will be encountered. Asbestos abatement will be performed under separate contract. This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any Bid Item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
A1.	Emergency Service Call and Inspection - 1 person	Ea.	150.00	225.00
A2.	Emergency Service Call and Inspection - 2 person	Ea.	200.00	300.00
A3.	Emergency Service Call and Inspection - 3 person	Ea.	250.00	375.00
A4.	Return Service Call, Re-inspect and monitor equipment	Ea.	150.00	225.00
A5.	Supervisor	Per Hour	75.00	112.50
A6.	Skilled labor	Per Hour	105.00	157.50
A7.	Unskilled labor	Per Hour	32.75	49.13
A8.	Content Manipulation and Furniture Moving	Per Hour	27.50	41.25
A9.	Portable water extraction vacuum	Per Day	155.00	155.00
A10.	Truck-mounted extraction vacuum	Per Day	561.00	561.00
A11.	Dehumidifier Refrigerant 80 pints/day	Per Day	126.00	125.00
A12.	Dehumidifier Refrigerant 120 pints/day	Per Day	187.00	187.00
A13.	Dehumidifier Refrigerant 240 pints/day	Per Day	200.00	200.00
A14.	Dehumidifier Desiccant 50 pints/day	Per Day	175.00	175.00
A15.	Truck/trailer mounted Dehumidifier	Per Day	3669.00	3669.00
A16.	Air Movers	Per Day	30.00	30.00
A17.	Wall Cavity Injection Drying System (Driaz Dry Force)	Per Day	131.00	131.00
A18.	Vacuum, Wet/Dry shop	Per Day	34.00	34.00
A19.	Generator, to run 6 air movers and one 240 pints/day refrigerant dehumidifier	Per Day	124.50	124.50
A20.	Remove, re-hang and reposition Doors	Ea.	20.00	30.00

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Travis County

Bid B110092 JE

ATTACHMENT A (Continue)

GROUP A (Continue)

BID PROPOSAL WORKSHEET

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
<b>CLEAN WATER TASKS</b>				
A21.	Water Extraction – Clean Water	Per sq. ft.	.20	.30
A22.	Pump Water - Clean Water	Per gallon	.48	.72
A23.	Remove wet ceiling tiles	Per sq. ft.	.23	.35
A24.	Remove Base	LF	.63	.95
A25.	Dry wall cavity, include drilling holes in wall	LF	1.00	1.50
A26.	Remove wet pad ( includes manipulation of carpet)	Per sq. ft.	.28	.42
A27.	Remove wet carpet and pad	Per sq. ft.	.57	.86
A28.	Remove vinyl/tile	Per sq. ft.	.80	1.20
A29.	Apply anti-microbial and deodorant to carpet, floors and walls	Per sq. ft.	.16	.16
A30.	Clean Carpet	Per sq. ft.	.34	.51
A31.	Dump Charges - Clean water damaged material (bagging, loading & carting to dump)	Cubic Foot	1.00	1.50
<b>BLACK WATER OR SEWAGE TASK</b>				
A32.	Water Extraction – Black Water or Sewage	Per sq. ft.	1.09	1.64
A33.	Pump water – Black Water or Sewage	Per gallon	.72	1.08
A34.	Remove Contaminated ceiling tiles	Per sq. ft.	.69	1.04
A35.	Remove Contaminated base	LF	1.89	2.84
A36.	Remove Contaminated lay down carpet	Per sq. ft.	.42	.63
A37.	Remove Contaminated lay down carpet and pad.	Per sq. ft.	.81	1.22
A38.	Remove Contaminated glue down carpet	Per sq. ft.	1.60	.99
A39.	Remove vinyl/tile	Per sq. ft.	2.06	3.09
A40.	Pressure wash walls, floors, contents	Per sq. ft.	.18	.27
A41.	Disinfect slab, flooring, walls, and ceilings	Per sq. ft.	.61	.92
A42.	Disinfect contents	Per Hour	84.50	126.75
A43.	Disinfect interior wall cavity by fogging	Per sq. ft.	.15	.23
A44.	Deodorize by direct spray or fogging	Per sq. ft.	.15	.23
A45.	Dump Charges – Black Water or Sewage damaged material (bagging, loading & carting to dump)	Cubic Foot	3.00	4.50

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Travis County

Bid B110092-JE

ATTACHMENT A (Continue)

GROUP B

BID PROPOSAL WORKSHEET

**WATER DAMAGE REMEDIATION UNIT PRICE BID SHEET:** Unit prices as bid shall include the cost of all labor, materials, equipment, transportation and overhead as necessary to complete the item listed and shall exclude any federal and state sales, excise and use taxes. Unit prices shall be provided for work accomplished during normal County business hours and for non-standard (overtime) work hours. This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any Bid Item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
B1.	Return Service Call, Re-inspect and monitor equipment	Ea.	150.00	225.00
B2.	Supervisor	Per Hour	75.00	112.50
B3.	Skilled labor	Per Hour	65.00	97.50
B4.	Unskilled labor	Per Hour	32.75	49.13
B5.	Content Manipulation and Furniture Moving	Per Hour	27.50	41.25
<b>CLEAN WATER TASKS</b>				
B6.	Demolition of Water Damaged Sheetrock Wall	Per sq. ft.	.75	1.13
B7.	Demolition of water damaged sheet rock ceiling	Per sq. ft.	1.00	1.50
B8.	Demolition of water damaged lay in ceiling tile	Per sq. ft.	.23	.35
<b>BLACK WATER OR SEWAGE TASK</b>				
B9.	Demolition of contaminated sheetrock walls	Per sq. ft.	1.50	2.25
B10.	Demolition of contaminated sheet rock ceiling	Per sq. ft.	2.00	3.00
B11.	Demolition of contaminated lay in ceiling tile	Per sq. ft.	.69	1.04
<b>WATER DAMAGE WITH MOLD CONTAMINATION</b>				
B12.	Licensed Mold Remediation Contractor	Per Hour	100.00	150.00
B13.	Registered Mold Remediation Worker	Per Hour	52.00	78.00
B14.	Unskilled labor	Per Hour	32.75	49.13
B15.	Demolition of Damaged sheetrock wall	Per sq. ft.	1.50	2.25
B16.	Demolition of Damaged sheet rock ceiling	Per sq. ft.	1.75	2.63
B17.	Demolition of Damaged lay in ceiling tile	Per sq. ft.	1.23	1.85
B18.	Remove vinyl wallpaper from sheetrock or plaster walls	Per sq. ft.	.80	1.20
B19.	Clean masonry, concrete or tile wall	Per sq. ft.	1.25	1.88
B20.	Apply anti-microbial to building structure	Per sq. ft.	.50	.75
B21.	Apply anti-microbial to floors and walls	Per sq. ft.	.50	.75
B22.	Air Scrubber, HEPA - 1500 CFM	Per Day	155.00	155.00

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Travis County

Bid B110092-JE

## ATTACHMENT A (Continue)

## BID PROPOSAL WORKSHEET

## GROUP B (Continue)

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
B23.	Vacuum, HEPA 12 gal	Per Day	100.00	100.00
B24.	Vacuum, HEPA 6 gal	Per Day	80.00	80.00
B25.	Manometer - direct reading	Per Day	82.50	82.50
B26.	Manometer - recorder with hard printout	Per Day	125.00	125.00
B27.	Ozone Machine	Per Day	125.00	125.00
B28.	Anti-microbial - Microban or equivalent	Gal	51.00	51.00
B29.	Dump Charges - Mold damaged material (bagging, loading & carting to dump)	Cubic Foot	3.00	3.00
<b>MISCELLANEOUS SUPPLIES</b>				
B30.	Tyvek coveralls	Ea.	18.50	18.50
B31.	Respirator cartridge(s) for one respirator	Ea.	18.50	18.50
B32.	Latex or Nitrile gloves, pair	Ea.	5.30	5.30
B33.	Respirator, N95, disposable	Ea.	3.50	3.50
B34.	Duct Tape, roll	Ea.	7.00	7.00
B35.	Rags	Box	25.00	25.00
B36.	Trash Bags	Box	41.00	41.00
B37.	Zipper for containment door	Ea.	24.50	24.50
B38.	Polyethylene plastic sheeting, 6 mil	Roll	81.50	81.50
B39.	Wire brush	Ea.	7.00	7.00
B40.	Flexible exhaust duct, 6"	LF	2.00	2.00
B41.	Flexible exhaust duct, 8"	LF	2.25	2.25
B42.	Flexible exhaust duct, 10"	LF	2.50	2.50
B43.	Flexible exhaust duct, 12"	LF	3.00	3.00

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Bid B110092-JE

ATTACHMENT A (Continue)

GROUP C

BID PROPOSAL WORKSHEET

DECONTAMINATION UNIT PRICE BID SHEET: Unit prices as bid shall include the cost of all labor, materials, equipment, transportation and overhead as necessary to complete the item listed and shall exclude any federal and state sales, excise and use taxes. Unit prices shall be provided for work accomplished during normal County business hours and for non-standard (overtime) work hours. This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any Bid Item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
C1.	Supervisor	Per Hour	75.00	112.50
C2.	Skilled labor	Per Hour	65.00	97.50
C3.	Unskilled labor	Per Hour	32.75	49.13
C4.	Content Manipulation and Furniture Moving	Per Hour	27.50	41.25
C5.	Clean and sanitize desk	Ea.	16.15	16.15
C6.	Clean and sanitize file cabinet - 4 drawer vertical	Ea.	26.50	26.50
C7.	Clean and sanitize file cabinet - 4 drawer lateral	Ea.	32.50	32.50
C8.	Clean and sanitize computer desk	Ea.	24.64	24.64
C9.	Clean and sanitize bookcase	Ea.	27.50	27.50
C10.	Clean and sanitize chair	Ea.	12.00	12.00
C11.	Clean and sanitize folding table	Ea.	9.50	9.50
C12.	Clean and sanitize chalk board	Ea.	14.00	14.00
C13.	Clean and sanitize refrigerator	Ea.	30.00	30.00
C14.	Clean and sanitize vending machine	Ea.	41.00	41.00
C15.	Clean and sanitize trash can	Ea.	5.00	5.00
C16.	Clean and sanitize TV	Ea.	14.00	14.00
C17.	Clean and sanitize Microwave Oven	Ea.	8.84	8.84
C18.	Clean and sanitize Computer CPU, Monitor, Mouse and Keyboard	Ea.	19.00	19.00
C19.	Clean and sanitize Printer	Ea.	9.00	9.00
C20.	Clean and sanitize Calculator	Ea.	5.00	5.00
C21.	Clean and sanitize telephone	Ea.	5.00	5.00
C22.	Clean and sanitize fax machine	Ea.	8.50	8.50
C23.	Clean and sanitize copier	Ea.	25.00	25.00
C24.	Clean and sanitize other	Per Hour	50.00	50.00

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Bid B110022-JE

**ATTACHMENT A (Continue)**

**BID PROPOSAL WORKSHEET**

**GROUP D**

**MATERIALS AND PROFIT MARKUP:** The percentage markup quoted shall include the markup for all other materials and supplies not covered in Groups A through C. These markup percentages will be used only if unit prices are not available under Groups A through C for the task items included on the task order. The profit markup percentage shall be used to calculate the Contractor's profit markup and will be applied to the Total of Groups A through C. This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.

Bid Item	Description	Markup Percentage %
	Material markup for all other materials & supplies not covered by Groups A-C	
	Material Markup	20
	Profit Markup	0

**GROUP E**

**Miscellaneous Fees:** Allowable reimbursement for payment and performance bonds when applicable.

Bid Item	Description	Unit Price
E1	Miscellaneous Fees, Payment bonds, performance bonds at contractor's cost	NOT TO EXCEED \$5000.00

**AGREEMENT FOR CONSTRUCTION SERVICES****CONTRACT NO. 11K00092JE; IFB NO. B110092-JE**

This Agreement for Services (the "Contract" or "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and Blackmon Mooring of Texas, Inc., (the "Primary Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for **Water Damage Remediation, Mold Damage Remediation and Decontamination Services** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Water Damage Remediation, Mold Damage Remediation and Decontamination Services** in Travis County, Texas, **IFB No. B110092-JE**; and

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

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

**ARTICLE I**

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed for each Project as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid (Attachment A) as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Water Damage Remediation, Mold Damage Remediation and Decontamination Services**, in Travis County, Texas, **IFB No. B110092-JE**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within **the performance period specified in each individual Task Order** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the

Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **that an amount per Calendar Day will be specified in each individual Task Order**, shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

## ARTICLE II

- 2.1 **TERM OF CONTRACT:** The term of this Construction Contract shall be for a twelve (12) month period commencing upon award by the Commissioners Court, with two (2) twelve (12) month options to renew, subject to approval of the Commissioners Court.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this Contract for two (2) additional twelve (12) month periods and three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) whose Total Bid Evaluation Amount is/are the lowest, as specified in the Sample Project Worksheet (Attachment B)

The County may award one or two contracts for the Projects to be performed under this Construction Contract. If more than one contract is awarded, there will be a **primary contractor and a secondary contractor**. The primary award will be made to the bidder submitting a responsive bid with the lowest Total Bid Evaluation Amount (the "Primary Contractor") and the secondary award will be made to the bidder submitting a responsive bid with the second lowest Total Bid Evaluation Amount (the "Secondary Contractor").

For each Project, the Primary Contractor will be used unless situations such as those below occur:

- a. The Primary Contractor cannot respond and perform per County instructions.
- b. The Primary Contractor is unable to perform and complete the Work requested per the schedule specified on the purchase order for that Project.

**NOTE: The above circumstances do not represent an exhaustive list of all situations in which the Secondary Contractor will be used instead of the Primary Contractor.**

- 2.4 When the Owner has need for services to be performed in connection with any facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate according to the fee schedule set forth in the Contractor's bid and shall submit the same to the Owner in the form attached hereto as Exhibit A (the "Contractor's Cost Estimate"); provided, however, the Owner's solicitation of the Contractor's Cost Estimate shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor.
- A. Where the Owner and the Contractor agree that the Contractor shall perform the Work, and the Contractor's Cost Estimate exceeds \$25,000, the parties shall execute a written Task Order pursuant to which the Contractor shall perform the Work. The Task Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Task Order will be forwarded to the Contractor, together with a purchase order issued by the Travis County Purchasing Agent.
  - B. Where the Contractor's Cost Estimate is less than \$25,000.00, and the Owner and the Contractor agree that the Contractor shall perform the Work, the parties shall execute a Task



Order pursuant to which the Contractor shall perform the Work. The Task Order will be forwarded to the Contractor together with a purchase order issued by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Task Order, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.

- 2.5 Concurrently with the parties' execution of the Task Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Task Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Task Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Exhibit B, attached hereto and made a part hereof.
- 2.6 If at any time during this performance of this Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate the Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.
- 2.7 Other than by issuance of a Task Order for each Project, this Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner.
- 2.8 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if breached by Contractor, and (ii) collect exemplary damages in an amount as determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any County officer or employee. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.9 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.10 No action or failure to act by the Owner or the Contractor shall constitute a waiver or any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 2.11 Any clause, sentence, provision, paragraph, or article of this Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.12 This Construction Contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.
- 2.13 This Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under this Construction Contract without the written consent of the other party hereto.
- 2.14 The recitals, premises, and representations contained on the first page of this Construction Contract are incorporated herein as if set forth verbatim. This Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

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

TRAVIS COUNTY, TEXAS

Blackmon Mooring of Texas, Inc.

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

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

APPROVED AS TO FORM BY:

\_\_\_\_\_  
 County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
 County Auditor

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
 County Purchasing Agent

## ATTACHMENT A

## BID PROPOSAL WORKSHEET

## GROUP A

WATER EXTRACTION AND DEHUMIDIFICATION UNIT PRICE BID SHEET: Unit prices as bid shall include the cost of all labor, materials, equipment, transportation and overhead as necessary to complete the item listed and shall exclude any federal and state sales, excise and use taxes. Unit prices shall be provided for work accomplished during normal County business hours and for non-standard (overtime) work hours. Prices should assume that no asbestos containing materials will be encountered. Asbestos abatement will be performed under separate contract. **This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any Bid Item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.**

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
A1.	Emergency Service Call and Inspection – 1 person	Ea.	0.00	0.00
A2.	Emergency Service Call and Inspection – 2 person	Ea.	125.00	125.00
A3.	Emergency Service Call and Inspection – 3 person	Ea.	125.00	125.00
A4.	Return Service Call, Re-inspect and monitor equipment	Ea.	45.00	45.00
A5.	Supervisor	Per Hour	32.50	32.50
A6.	Skilled labor	Per Hour	26.50	26.50
A7.	Unskilled labor	Per Hour	24.50	24.50
A8.	Content Manipulation and Furniture Moving	Per Hour	26.50	26.50
A9.	Portable water extraction vacuum	Per Day	0.00	0.00
A10.	Truck-mounted extraction vacuum	Per Day	45.00	45.00
A11.	Dehumidifier Refrigerant 80 pints/day	Per Day	40.00	40.00
A12.	Dehumidifier Refrigerant 120 pints/day	Per Day	65.00	65.00
A13.	Dehumidifier Refrigerant 240 pints/day	Per Day	100.00	100.00
A14.	Dehumidifier Desiccant 50 pints/day	Per Day	150.00	150.00
A15.	Truck/trailer mounted Dehumidifier	Per Day	500.00	500.00
A16.	Air Movers	Per Day	25.00	25.00
A17.	Wall Cavity Injection Drying System (Drieaz Dry Force)	Per Day	125.00	125.00
A18.	Vacuum, Wet/Dry shop	Per Day	0.00	0.00
A19.	Generator, to run 6 air movers and one 240 pints/day refrigerant dehumidifier	Per Day	130.00	130.00
A20.	Remove, re-hang and reposition Doors	Ea.	60.00	60.00

## ATTACHMENT A (Continue)

## BID PROPOSAL WORKSHEET

## GROUP A (Continue)

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
<b>CLEAN WATER TASKS</b>				
A21.	Water Extraction – Clean Water	Per sq. ft.	.28	.28
A22.	Pump Water - Clean Water	Per gallon	.34	.34
A23.	Remove wet ceiling tiles	Per sq. ft.	.39	.39
A24.	Remove Base	LF	.59	.59
A25.	Dry wall cavity, include drilling holes in wall	LF	.69	.69
A26.	Remove wet pad ( includes manipulation of carpet)	Per sq. ft.	.28	.28
A27.	Remove wet carpet and pad	Per sq. ft.	.41	.41
A28.	Remove vinyl/tile	Per sq. ft.	.65	.65
A29.	Apply anti-microbial and deodorant to carpet, floors and walls	Per sq. ft.	.16	.16
A30.	Clean Carpet	Per sq. ft.	.27	.27
A31.	Dump Charges - Clean water damaged material (bagging, loading & carting to dump)	Cubic Foot	1.00	1.00
<b>BLACK WATER OR SEWAGE TASK</b>				
A32.	Water Extraction – Black Water or Sewage	Per sq. ft.	.55	.55
A33.	Pump water – Black Water or Sewage	Per gallon	.65	.65
A34.	Remove Contaminated ceiling tiles	Per sq. ft.	.48	.48
A35.	Remove Contaminated base	LF	.64	.64
A36.	Remove Contaminated lay down carpet	Per sq. ft.	.45	.45
A37.	Remove Contaminated lay down carpet and pad.	Per sq. ft.	.48	.48
A38.	Remove Contaminated glue down carpet	Per sq. ft.	.74	.74
A39.	Remove vinyl/tile	Per sq. ft.	.68	.68
A40.	Pressure wash walls, floors, contents	Per sq. ft.	.45	.45
A41.	Disinfect slab, flooring, walls, and ceilings	Per sq. ft.	.28	.28
A42.	Disinfect contents	Per Hour	28.50	28.50
A43.	Disinfect interior wall cavity by fogging	Per sq. ft.	.18	.18
A44.	Deodorize by direct spray or fogging	Per sq. ft.	.18	.18
A45.	Dump Charges – Black Water or Sewage damaged material (bagging, loading & carting to dump)	Cubic Foot	1.50	1.50

**ATTACHMENT A (Continue)****BID PROPOSAL WORKSHEET****GROUP B**

**WATER DAMAGE REMEDIATION UNIT PRICE BID SHEET:** Unit prices as bid shall include the cost of all labor, materials, equipment, transportation and overhead as necessary to complete the item listed and shall exclude any federal and state sales, excise and use taxes. Unit prices shall be provided for work accomplished during normal County business hours and for non-standard (overtime) work hours. **This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any Bid Item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.**

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
B1.	Return Service Call, Re-inspect and monitor equipment	Ea.	45. <sup>00</sup>	45. <sup>00</sup>
B2.	Supervisor	Per Hour	32. <sup>50</sup>	32. <sup>50</sup>
B3.	Skilled labor	Per Hour	26. <sup>50</sup>	26. <sup>50</sup>
B4.	Unskilled labor	Per Hour	24. <sup>50</sup>	24. <sup>50</sup>
B5.	Content Manipulation and Furniture Moving	Per Hour	26. <sup>50</sup>	26. <sup>50</sup>
<b>CLEAN WATER TASKS</b>				
B6.	Demolition of Water Damaged Sheetrock Wall	Per sq. ft.	.48	.48
B7.	Demolition of water damaged sheet rock ceiling	Per sq. ft.	.54	.54
B8.	Demolition of water damaged lay in ceiling tile	Per sq. ft.	.39	.39
<b>BLACK WATER OR SEWAGE TASK</b>				
B9.	Demolition of contaminated sheetrock walls	Per sq. ft.	.85	.85
B10.	Demolition of contaminated sheet rock ceiling	Per sq. ft.	1.05	1.05
B11.	Demolition of contaminated lay in ceiling tile	Per sq. ft.	.44	.44
<b>WATER DAMAGE WITH MOLD CONTAMINATION</b>				
B12.	Licensed Mold Remediation Contractor	Per Hour	56. <sup>50</sup>	56. <sup>50</sup>
B13.	Registered Mold Remediation Worker	Per Hour	40. <sup>50</sup>	40. <sup>50</sup>
B14.	Unskilled labor	Per Hour	30. <sup>50</sup>	30. <sup>50</sup>
B15.	Demolition of Damaged sheetrock wall	Per sq. ft.	1. <sup>10</sup>	1. <sup>10</sup>
B16.	Demolition of Damaged sheet rock ceiling	Per sq. ft.	1. <sup>35</sup>	1. <sup>35</sup>
B17.	Demolition of Damaged lay in ceiling tile	Per sq. ft.	.44	.44
B18.	Remove vinyl wallpaper from sheetrock or plaster walls	Per sq. ft.	.50	.50
B19.	Clean masonry, concrete or tile wall	Per sq. ft.	.48	.48
B20.	Apply anti-microbial to building structure	Per sq. ft.	.20	.20
B21.	Apply anti-microbial to floors and walls	Per sq. ft.	.20	.20
B22.	Air Scrubber, HEPA - 1500 CFM	Per Day	65. <sup>00</sup>	65. <sup>00</sup>

## ATTACHMENT A (Continue)

## BID PROPOSAL WORKSHEET

## GROUP B (Continue)

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
B23.	Vacuum, HEPA 12 gal	Per Day	22. <sup>00</sup>	22. <sup>00</sup>
B24.	Vacuum, HEPA 6 gal	Per Day	22. <sup>00</sup>	22. <sup>00</sup>
B25.	Manometer - direct reading	Per Day	20. <sup>00</sup>	20. <sup>00</sup>
B26.	Manometer - recorder with hard printout	Per Day	30. <sup>00</sup>	30. <sup>00</sup>
B27.	Ozone Machine	Per Day	100. <sup>00</sup>	100. <sup>00</sup>
B28.	Anti-microbial - Microban or equivalent	Gal	52. <sup>00</sup>	52. <sup>00</sup>
B29.	Dump Charges – Mold damaged material (bagging, loading & carting to dump)	Cubic Foot	1.50	1.50
<b>MISCELLANEOUS SUPPLIES</b>				
B30.	Tyvek coveralls	Ea.	12.50	12.50
B31.	Respirator cartridge(s) for one respirator	Ea.	8. <sup>00</sup>	8. <sup>00</sup>
B32.	Latex or Nitrile gloves, pair	Ea.	2. <sup>00</sup>	2. <sup>00</sup>
B33.	Respirator, N95, disposable	Ea.	1. <sup>00</sup>	1. <sup>00</sup>
B34.	Duct Tape, roll	Ea.	4.75	4.75
B35.	Rags	Box	20. <sup>00</sup>	20. <sup>00</sup>
B36.	Trash Bags	Box	65. <sup>00</sup>	65. <sup>00</sup>
B37.	Zipper for containment door	Ea.	15. <sup>00</sup>	15. <sup>00</sup>
B38.	Polyethylene plastic sheeting, 6 mill	Roll	69. <sup>00</sup>	69. <sup>00</sup>
B39.	Wire brush	Ea.	4. <sup>00</sup>	4. <sup>00</sup>
B40.	Flexible exhaust duct, 6"	LF	1.25	1.25
B41.	Flexible exhaust duct, 8"	LF	1.60	1.60
B42.	Flexible exhaust duct, 10"	LF	3.10	3.10
B43.	Flexible exhaust duct, 12"	LF	4.80	4.80

## ATTACHMENT A (Continue)

## BID PROPOSAL WORKSHEET

## GROUP C

DECONTAMINATION UNIT PRICE BID SHEET: Unit prices as bid shall include the cost of all labor, materials, equipment, transportation and overhead as necessary to complete the item listed and shall exclude any federal and state sales, excise and use taxes. Unit prices shall be provided for work accomplished during normal County business hours and for non-standard (overtime) work hours. **This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any Bid Item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.**

Bid Item	Description	Unit of Measure	Unit Price Regular Time	Unit Price Overtime
C1.	Supervisor	Per Hour	42.50	42.50
C2.	Skilled labor	Per Hour	38.50	38.50
C3.	Unskilled labor	Per Hour	28.50	28.50
C4.	Content Manipulation and Furniture Moving	Per Hour	26.50	26.50
C5.	Clean and sanitize desk	Ea.	19. <sup>00</sup>	19. <sup>00</sup>
C6.	Clean and sanitize file cabinet – 4 drawer vertical	Ea.	27. <sup>00</sup>	27. <sup>00</sup>
C7.	Clean and sanitize file cabinet – 4 drawer lateral	Ea.	27. <sup>00</sup>	27. <sup>00</sup>
C8.	Clean and sanitize computer desk	Ea.	28. <sup>00</sup>	28. <sup>00</sup>
C9.	Clean and sanitize bookcase	Ea.	14. <sup>00</sup>	14. <sup>00</sup>
C10.	Clean and sanitize chair	Ea.	8. <sup>00</sup>	8. <sup>00</sup>
C11.	Clean and sanitize folding table	Ea.	4.50	4.50
C12.	Clean and sanitize chalk board	Ea.	12. <sup>00</sup>	12. <sup>00</sup>
C13.	Clean and sanitize refrigerator	Ea.	35. <sup>00</sup>	35. <sup>00</sup>
C14.	Clean and sanitize vending machine	Ea.	35. <sup>00</sup>	35. <sup>00</sup>
C15.	Clean and sanitize trash can	Ea.	4. <sup>00</sup>	4. <sup>00</sup>
C16.	Clean and sanitize TV	Ea.	8. <sup>00</sup>	8. <sup>00</sup>
C17.	Clean and sanitize Microwave Oven	Ea.	4. <sup>00</sup>	4. <sup>00</sup>
C18.	Clean and sanitize Computer CPU, Monitor, Mouse and Keyboard	Ea.	42. <sup>00</sup>	42. <sup>00</sup>
C19.	Clean and sanitize Printer	Ea.	12. <sup>00</sup>	12. <sup>00</sup>
C20.	Clean and sanitize Calculator	Ea.	7. <sup>00</sup>	7. <sup>00</sup>
C21.	Clean and sanitize telephone	Ea.	6. <sup>00</sup>	6. <sup>00</sup>
C22.	Clean and sanitize fax machine	Ea.	6. <sup>00</sup>	6. <sup>00</sup>
C23.	Clean and sanitize copier	Ea.	34. <sup>00</sup>	34. <sup>00</sup>
C24.	Clean and sanitize other	Per Hour	28.50	28.50

**ATTACHMENT A (Continue)****BID PROPOSAL WORKSHEET****GROUP D**

**MATERIALS AND PROFIT MARKUP:** The percentage markup quoted shall include the markup for all other materials and supplies not covered in Groups A through C. These markup percentages will be used only if unit prices are not available under Groups A through C for the task items included on the task order. The profit markup percentage shall be used to calculate the Contractor's profit markup and will be applied to the Total of Groups A through C. **This sheet must be completely filled out for a bid to be considered responsive. If a bidder does not charge for any item, the acceptable response is "\$0.00" or "No Charge". "Not Applicable" or similar response will be considered non-responsive.**

Bid Item	Description	Markup Percentage %	
	Material markup for all other materials & supplies not covered by Groups A-C		
	Material Markup	10%	ten
	Profit Markup	00%	zero

**GROUP E**

**Miscellaneous Fees:** Allowable reimbursement for payment and performance bonds when applicable.

Bid item	Description	Unit Price
E1	Miscellaneous Fees, Payment bonds, performance bonds at contractor's cost	NOT TO EXCEED \$5000.00





## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
 Prepared By: Mike Long, Purchasing, 854-4850  
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent  
 Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Approve Modification No. 11 to Contract No. PS970315ML, Vinson & Elkins, for legal services.

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

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

- Modification No. 11 will serve to increase the Contract by \$200,000 for Managing Bond Counsel to assist the County in developing legally appropriate strategies for development of the recently purchased Block of land at 3<sup>rd</sup> and Guadalupe in Downtown Austin.  
 Modification No. 10 increased the contract by \$25,000 for additional higher than anticipated costs for BEFIT project legal services.  
 Modification No. 9 will increase the contract by \$65,000 for additional work relating to the purchase of a new financial system to be performed in the fall.  
 Modification No. 8 increased the contract not to exceed \$30,000 for services provided to assist the County in reviewing and advising the County regarding the purchase of a new financial system including the hardware and software. The performance period for this modification will be until all tasks have been completed.  
 Modification No. 7 served to increase the Contract by \$100,000 so that V&E can continue to assist the County in developing and supporting legally appropriate strategies as it relates to the implications of GASB 45 within the context of HB 2365 which will be applicable to the County's FY08 financial statements. The performance period for modification 7 will be until all tasks have been completed.  
 Modification No 6 served to increase the Contract by \$70,000 for Managing Bond Counsel to continue to assist the County as it relates to GASB 45.  
 Modification No. 5 increased the Contract by \$43,750 for additional services to assist in developing and supporting legally appropriate strategies to correct potential problems with the implementation of GASB

45.

Modification No. 4, in the NTE amount of \$175,000.00, added legal services relating to Other Post-Employment Benefits (OPEB) and Texas law, and delivered legal advice and a written report or memorandum of law to the County. The work consisted of four task areas: gathering and review of information, legal research, application of law to facts, and development of report.

The report contained advice that allowed the County to make sound operational decisions during the implementation of new accounting requirements under GASB45 relating to OPEB.

Modification No. 3 came as a result of the contractor providing Tiburon transaction services and requesting payment for services which exceeded the approved contract amount by \$3,206.03 for an amount of \$38,206.03. Under the current terms of the agreement, the County was unable to pay for Tiburon transaction services an amount which exceeded \$35,000.00.

On September 24, 2001, Purchasing sent written notice disputing the additional payment. On October 9, 2001, the contractor requested a modification to the contract to allow payment of the additional services provided in the amount of \$3,206.03. The Department (ITS) requested Travis County to pay the additional \$3,206.03

Modification No. 2 was executed July 31, 2001 to allow the amount not to exceed \$25,000 in Modification No. 1 to be increased \$10,000 for an amount not to exceed \$35,000 for the Tiburon transactions.

Modification No. 1 was executed April 16, 2001 to allow Vinson & Elkins to provide additional legal services of reviewing and advising County as to two software related agreements at an amount not to exceed \$25,000.

The Original Agreement was executed August 19, 1997 for Managing Bond Counsel Professional Services on an as-needed basis.

**Contract Expenditures:** Within the last 12 months \$91,284.21 has been spent against this contract.

**Contract-Related Information:**

Award Amount: As needed

Contract Type: Professional Service

Contract Period: August 19, 1997 - December 30, 1997

**Contract Modification Information:**

Modification Amount: \$200,000

Modification Type: As needed

Modification Period: Until all tasks have been completed

• **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001 0900 519 4012

Comments: Planning and Budget Dept will seek Court Approval for a budget transfer prior to approval of modification.

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

**REQUIRED AUTHORIZATIONS:**

Purchasing	Marvin Brice	Completed	02/15/2011 11:00 AM
Purchasing	Cyd Grimes	Completed	02/23/2011 3:21 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	02/24/2011 12:25 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



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

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

**MEMORANDUM**

**TO:** Cyd Grimes, Purchasing Agent

**FROM:** Rodney Rhoades, Executive Manager Planning & Budget

**DATE:** February 6, 2011

**RE:** Modification to Vinson and Elkins Contract

Attached is a proposed modification to Vinson and Elkins (V&E) contract for legal services. This modification will provide for legal assistance for Public/Private Partnerships specifically as it relates to the new Civil and Family Courthouse as well as other potential projects throughout Travis County. In the past V&E has provided this service under the existing contract. However, with the number of projects under consideration and with some of the more specific legal authority of Travis County to contract for these specific projects, it is felt that this modification is necessary to gain V&E's expertise.

Please do not hesitate to contact me at X-48679 should you have any questions regarding this request.

<b>MODIFICATION OF CONTRACT NUMBER: <u>PS970315ML</u> Legal Services</b>		<b>PAGE 1 OF 2 PAGES</b>
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Michael Long</b> TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 2, 2011</b>
ISSUED TO: Vinson & Elkins L.L.P. 2801 Via Fortuna Ste 100 Austin TX 78746	MODIFICATION NO.: <b>11</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>August 19, 1997</b>
ORIGINAL CONTRACT TERM DATES: <u>8/19/99</u> – <u>12/30/99</u>		CURRENT CONTRACT TERM DATES: <u>10/1/10</u> – <u>9/30/11</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: as needed                      Current Modified Amount NTE \$708,750.00

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

1. This modification will serve to change the Contract from \$508,750.00 (as amended by all modifications to date) to \$708,750.00, an increase of \$200,000. This increase is for additional services pursuant to Article III of the Contract per the following projects described below:
2.
  - A. Research and Advice on Public/Private Partnerships
 

“Managing Bond Counsel to assist the County in developing legally appropriate strategies for development of the recently purchased Block of Land at 3<sup>rd</sup> and Guadalupe in Downtown Austin”.
  - B. Research and Advice on Potential Construction and Projects and Development
    1. Guidance in appropriate lease or debt model for D2000 Project
    2. Respond to questions regarding Hotel/Motel Taxes and Revenue Bonds
    3. Respond to questions regarding Public Improvement Districts
  - C. The Compensation for the Additional Services will be invoiced at the rates shown in Exhibit A. (attached)
  - D. The Performance period for the Modification will continue until all tasks have been completed.

**Note to Vendor:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<ul style="list-style-type: none"> <li>• DBA</li> <li>• CORPORATION</li> <li>• OTHER</li> </ul>
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

EXHIBIT A  
FEE SCHEDULE

Rate Categories

Projects Assistants	\$105-\$205
Paralegals	\$185-\$285
Associates	\$ 250-\$605
Partners	\$ 495-\$745
Counsel	\$ 470-\$580

Individual Rates –Partners:

Glenn Opel	\$610/hr
Paul Martin	\$655/hr
Paul Maco	\$700/hr
Steve Gerdes	\$745/hr

Individual Rates –Of Counsel:

Hal Taylor	\$470/hr
Gail Weatherby	\$495/hr

Individual Rates – Associates:

Victoria Ozimek	\$580/hr
Tim Deithloff	\$495/hr
Chris Sayers	\$385/hr

Individual Rates - Paralegals:

Dava Poli	\$280/hr
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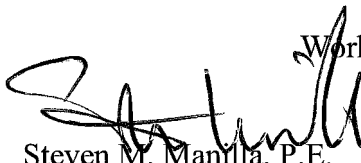
Individual Rates – Project Assistants:

Dan Tolliver	\$140/hr
--------------	----------

# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Voting Session 3/1/11  
(Date)



Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Steven M. Manilla, P.E. Phone # 854-9383  
Executive Manager, TNR

B. Requested Text:

**Consider and take appropriate action on a license agreement with the City of Austin for water quality improvements and facilities within the public right-of-way of Colton Bluff Springs Road in Precinct Four.**

C. Approved by: \_\_\_\_\_  
Commissioner Margaret Gomez, Precinct Four

II. A. Is backup material attached\*? Yes X No \_\_\_\_\_  
\*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

Anna Bowlin - 854-9383 Christopher Gilmore - 854-9415  
Paul Scoggins - 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- \_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_ Grant
- Human Resources Department (473-9165)
- \_\_\_\_ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- \_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- \_\_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



## TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

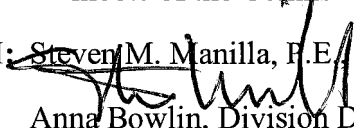
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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

### MEMORANDUM

**DATE:** February 15, 2011

**TO:** Members of the Commissioners Court

**THROUGH:**  Steven M. Manilla, P.E., Executive Manager

**FROM:** Anna Bowlin, Division Director of Development Services

**SUBJECT:** Consider and take appropriate action on a license agreement with the City of Austin for water quality facilities and improvements within the public right-of-way of Colton Bluff Springs.

#### **Summary and TNR Staff Recommendation:**

The City of Austin has requested to enter into a license agreement with Travis County for water quality facilities and improvements within the public right of way of Colton Bluff Springs Road. The improvements include a water quality pond and an access drive for the Pilot Knob Pump Station to be constructed for the Austin Water Utility.

The covered improvements will not reduce sight distance conditions or place unacceptable hazards within the clear recovery zone. The proposed construction will be performed under Basic Development Permit #10-0034 pending this agreement's approval. TNR staff recommends approval of the proposed motion.

#### **Budgetary and Fiscal Impacts:**

No fiscal security has been required in accordance with terms of the proposed license agreement.

#### **Issues and Opportunities:**

Indemnification has been addressed in the proposed License Agreement which states that "A. To the extent permitted by Texas law, the CITY and the COUNTY agree that each separate governmental entity shall be responsible to the other for its own proportionate share of any liability for its negligent acts and omissions..." and "B. The CITY agrees to cause CITY's contractor(s) installing or maintaining the Improvements to agree under its City contract to indemnify the COUNTY and the CITY against all claims, costs, losses and damages arising out of or resulting from the performance of the work under the CITY contract..." Insurance will be provided as detailed in the agreement with the understanding that the City of Austin is self-insured and the "The CITY agrees to cause CITY's contractor(s) installing or maintaining the Improvements to agree under its City contract to obtain and maintain in force throughout the term of this Agreement commercial general liability insurance..." The improvements will maintain an adequate clear zone in order to protect the safety of the traveling public.



February 15, 2011

Page 2

**Required Authorizations:**

The proposed License Agreement is a modification of the standard form as agreed upon by the City of Austin Legal Department and the Travis County Attorney's Office.

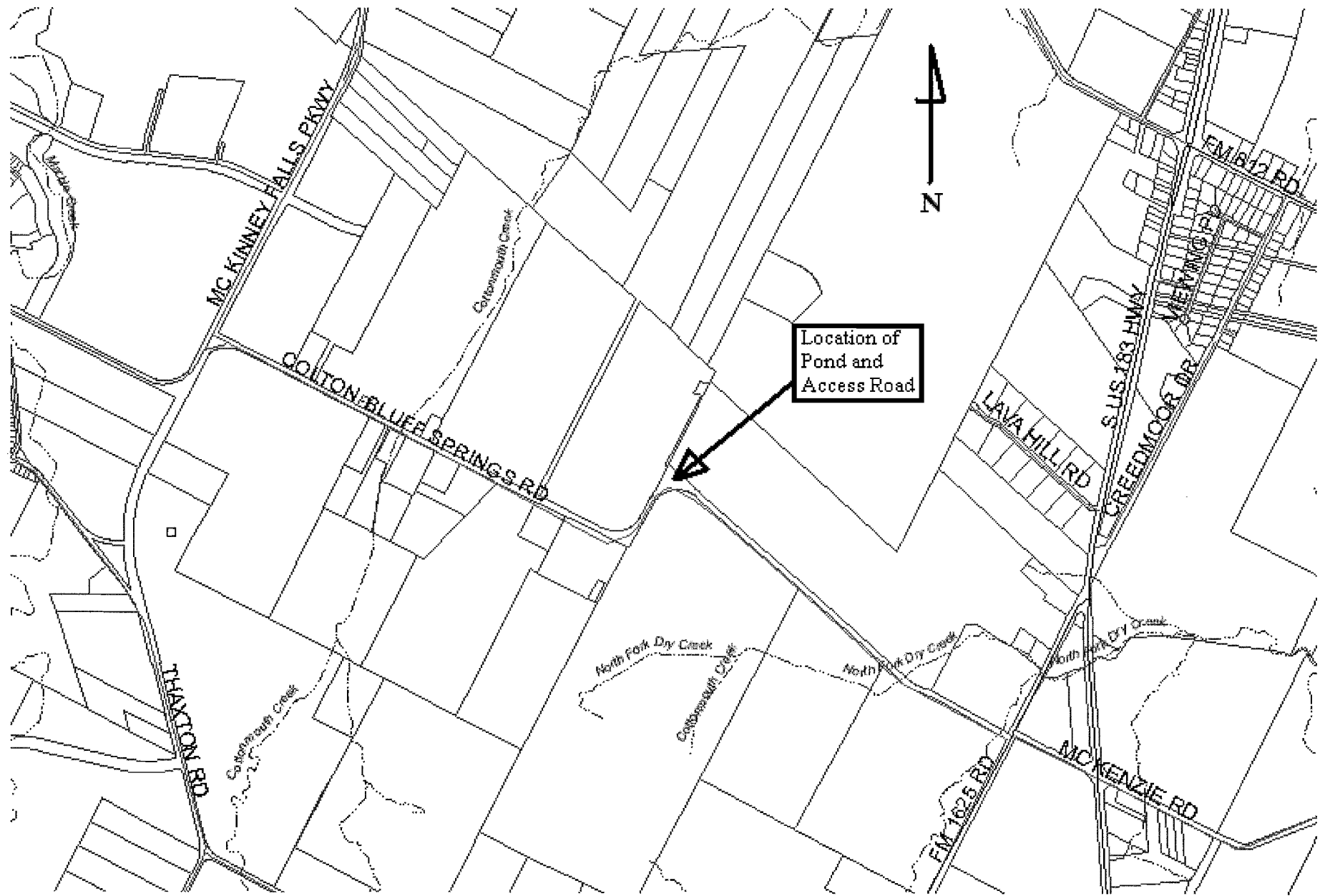
**Exhibits:**

License Agreement w/ Exhibit

Attached location map

SM:AMB:je

11 05 Pilot Knob Pump Station Access Road License Agreement



RECEIVED ORIGINAL

LICENSE AGREEMENT

FEB 10 2011

TRAVIS COUNTY - TNR PERMITS DEPARTMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This License Agreement (the "Agreement") is made and entered into by and between Travis County, Texas, (the "COUNTY") and the City of Austin, Texas, (the "CITY"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the CITY plans to install, pay expenses, and maintain certain water quality facilities and improvements in portions of the right-of-way of Colton Bluff Springs Road in Travis County; and

WHEREAS, the water quality facilities and improvements include, but are not limited to, Water Quality Pond TR-3 and associated grading (the "Improvements"), within portions of the right-of-way of Colton Bluff Springs Road, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

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

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the CITY permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the CITY each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

- 1. The safety of the citizens of the CITY and COUNTY to be afforded to the community by the Improvements; and

2. The agreement by the CITY and COUNTY to provide the below-specified indemnification.

### III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the CITY's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the CITY with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE CITY, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY UNDER THIS LICENSE AGREEMENT; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

### IV. Insurance

A. The COUNTY understands and agrees that the CITY is self-insured and will provide a letter of self-insurance in accordance with City practices.

B. The CITY agrees to cause CITY's contractor(s) installing or maintaining the Improvements to agree under its City contract to obtain and maintain in force throughout the term of this Agreement commercial general liability insurance coverages A&B with minimum combined bodily injury and property damage limit of \$500,000 per occurrence, Texas Workers' Compensation and Employers' Liability Insurance with minimum policy limits of \$100,000 bodily injury per accident, \$500,000 bodily injury by disease and \$100,000 bodily injury by disease each employee, and business automobile liability insurance with either (a)

minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage, or (b) \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident. The policy shall name both COUNTY and CITY as additional insureds and shall contain a provision requiring the insurer to give at least thirty (30) calendar days' prior written notice before any termination or expiration of such policy for any reason..

## V. Indemnification

A. To the extent permitted by Texas law, the CITY and the COUNTY agree that each separate governmental entity shall be responsible to the other for its own proportionate share of any liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, which arises from or is in any manner connected to this Agreement and the Licensed Property and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

B. The CITY agrees to cause CITY's contractor(s) installing or maintaining the Improvements to agree under its City contract to indemnify the COUNTY and the CITY against all claims, costs, losses and damages arising out of or resulting from the performance of the work under the CITY contract, provided the claim, costs, loss or damage is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting from it; and

2. caused in whole or part by any negligent act or omission of CITY contractor, any of CITY contractor's subcontractor(s), supplier(s), or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the COUNTY or CITY or whether liability is imposed upon the COUNTY or CITY by laws or regulations regardless of the negligence of any such entity.

## VI. Conditions

A. **Compliance with Regulations.** The CITY agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. **CITY's Responsibilities.** The CITY will be responsible for any relocation of existing COUNTY facilities required by the construction of the Improvements.

C. Maintenance. The CITY shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by the CITY at its expense.

D. Removal or Modification. The CITY agrees that removal or modification of any Improvements now existing or to be later installed or replaced shall be at the CITY's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the CITY or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the CITY fails to maintain the Licensed Property, then the COUNTY shall give the CITY written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below.

#### VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the CITY abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the CITY, if such abandonment has not been remedied by the CITY within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the CITY, its successors and assigns hereunder. All Improvements of the CITY, not removed, may be removed by the COUNTY at the expiration of the thirty (30) day notice period.

#### VIII. Termination

A. Termination by the CITY. This Agreement may be terminated by the CITY by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the CITY so terminates, then it may remove Improvements that it made on the Licensed Property within the thirty (30) day notice period. Any Improvements not removed within said period may be removed by the COUNTY upon expiration of said period.

B. Termination by County. Subject to providing at least thirty (30) days prior written notification to the CITY or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them materially interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the CITY, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The CITY fails to substantially comply with the terms and conditions of this Agreement.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the CITY to effect the relocation of the CITY's affected Improvements at the CITY's sole expense. The CITY shall be entitled to retain all monies paid by the condemning authority for its Improvements taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE

IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The CITY shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the CITY, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the CITY's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

CITY:

Lauraine Rizer  
Officer, Office of Real Estate Services  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767-1088



COUNTY:

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

COPY TO:

Steven Manilla, Executive Manager(or successor)  
Travis County Transportation and Natural Resources Dept.  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 83.\_\_\_\_

XVI. Annexation by the City

If the total area within the Licensed Property is annexed for full purposes by the City of Austin, then this Agreement shall terminate without the need for any action by the COUNTY.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

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

Date: \_\_\_\_ / \_\_\_\_ /2011

THE STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

TERMS AND CONDITIONS ACCEPTED, this the 8<sup>th</sup> day of February, 2011.

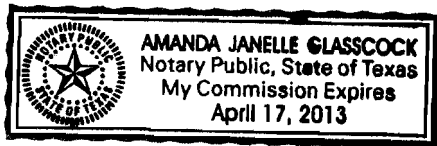
THE CITY:

By: Lauraine Rizer  
Name: Lauraine Rizer  
Title: Officer, Office of Real Estate Services

THE STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on this the 8<sup>th</sup> day of February 2011, by Lauraine Rizer as Officer of the Office of Real Estate Services of the City of Austin, on behalf of said CITY.

Notary Public in and for the State of Texas



Amanda Janelle Glasscock  
Printed/Typed Name: Amanda Janelle Glasscock  
My commission expires: 4-17-2013

APPROVED AS TO FORM:

City of Austin  
Law Department

James M. Williams, Sr.

James M. Williams, Sr.  
Assistant City Attorney  
Texas State Bar Number 21549500

ADDRESS OF CITY:

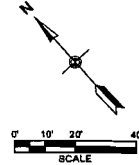
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**

File: \\Projects\07123 - CDA - Segment 21 - 48-inch Wastewater Upgrade\Access Road\Sheet\EC-4.dwg Plot Date: 11/15/10 11:11:36 AM

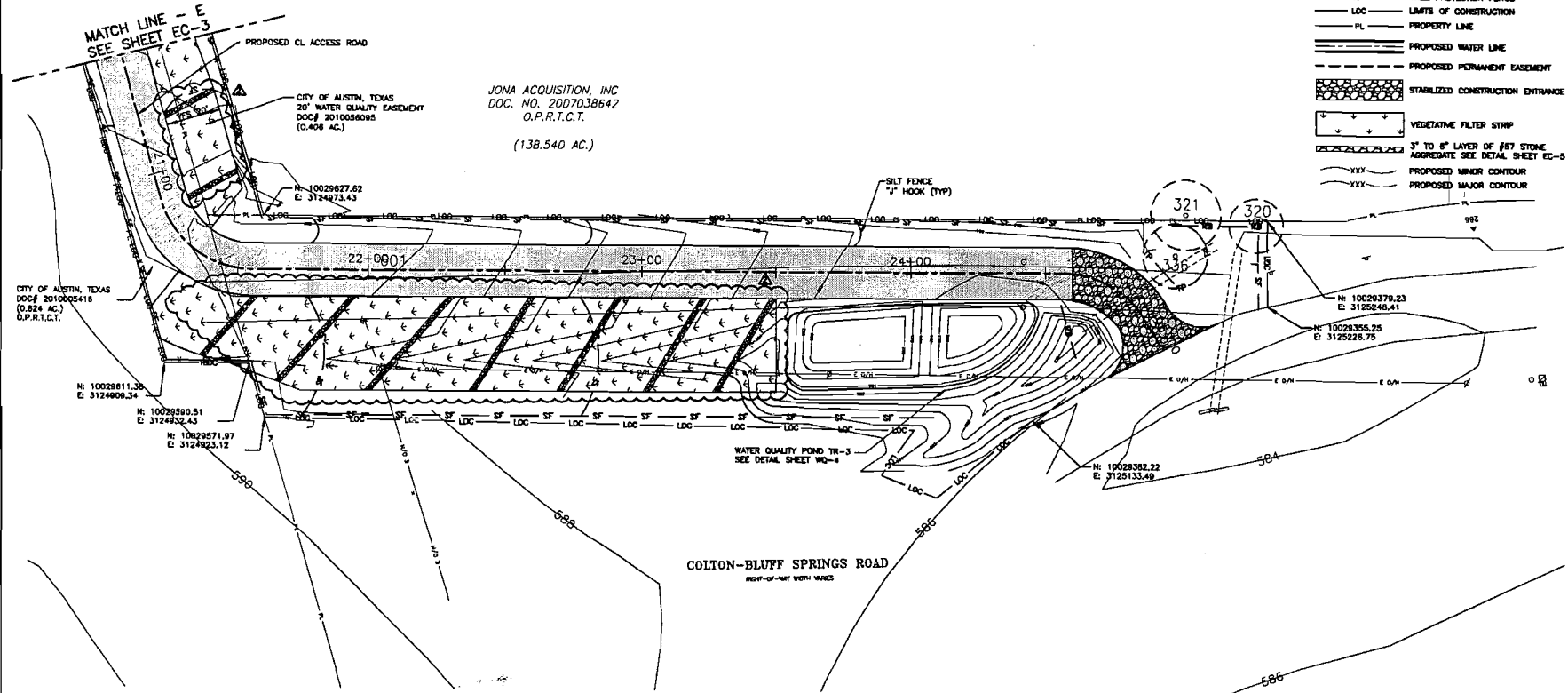
**TREES TO BE RETAINED**

TAG#	SIZE	TYPE
320	10"	HACKBERRY
321	13"	HACKBERRY
336	12"	MULTI-TRUNK HACKBERRY



**LEGEND**

- TREE TO BE REMOVED
- TREE TO BE RETAINED
- SF SILT FENCE
- RB ROCK BERM
- TP TREE PROTECTION FENCE
- LOC LIMITS OF CONSTRUCTION
- PL PROPERTY LINE
- PROPOSED WATER LINE
- PROPOSED PERMANENT EASEMENT
- STABILIZED CONSTRUCTION ENTRANCE
- VEGETATIVE FILTER STRIP
- 3" TO 6" LAYER OF #57 STONE AGGREGATE SEE DETAIL SHEET EC-5
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR



JONA ACQUISITION, INC  
 DOC. NO. 2007038642  
 O.P.R.T.C.T.  
 (138.540 AC.)

CITY OF AUSTIN, TEXAS  
 DOC# 2010005418  
 (0.814 AC)  
 O.P.R.T.C.T.

N: 10023811.38  
 E: 3124909.34

N: 10023580.51  
 E: 3124932.43

N: 10023571.07  
 E: 3124923.12

N: 10023379.23  
 E: 3125245.41

N: 10023355.25  
 E: 3125228.75

N: 10023382.22  
 E: 3125133.49

COLTON-BLUFF SPRINGS ROAD  
 100'-0" W/10' WITH VANDS

**EROSION AND SEDIMENTATION CONTROL**

- ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS. [LOC 25-a-163]
- CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS BRIGATION TRUCKS AND MULCHING AS PER ECM 1.4.5(A), OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
- IF DISTURBED AREA IS NOT TO BE WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP OR REVEGETATION MATTING. [ECM 1.4.4.B.3., SECTION 5, I]
- NO MORE THAN 2000 FEET OF CONSTRUCTION ZONE SHALL BE OPEN AT ANY TIME WITH CLEAN UP AND RESTORATION WORK OCCURRING BEFORE PROCEEDING TO THE NEXT SECTION. THE CONTRACTOR IS REQUIRED TO RESTORE ALL DISTURBED AREAS AS THE WORKS PROGRESSSES. ECM 1.4.1.2.(E), ECM 1.4.1.2.(C) (2).
- THE STONE AGGREGATE WITHIN THE VEGETATIVE FILTER STRIPS MUST TRIMMATE SLIGHTLY SHORTR OF THE CHANNELS.

**NOTES:**

- SIZES FOR MULTI-TRUNKED TREES HAVE BEEN CALCULATED BASED ON THE CITY OF AUSTIN FORMULA.
- SEQUENCE OF CONSTRUCTION IS DESCRIBED ON SHEET 2.
- FOLLOWING CONSTRUCTION, SILT FENCE WILL BE INSTALLED ACROSS WIDTH OF DISTURBED GROUND BETWEEN STA. 0+00 AND STA. 10+00 AT 100 FOOT INTERVALS.
- FOLLOWING CONSTRUCTION, ALL DISTURBED GROUND WITHIN THE LOC WILL BE RESEED PER CITY OF AUSTIN SPECIFICATION 804S FOR NATIVE SEEDING WITH STRAW MULCH.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF AUSTIN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FOR DIRECTOR OF PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

NO.	DATE	BY	DESCRIPTION

**K FRIESE & ASSOCIATES, INC.**  
 1301 COUNTY OF ROCKWELL HIGHWAY  
 THE SETTING IS SUITE 100  
 AUSTIN, TEXAS 78748  
 PHONE: 512.339.1704  
 FAX: 512.339.1704  
 (FROM E-FILES)



**UTILITY WATER Wastewater Program**  
**PILOT KNOB PUMP STATION**  
**VOLUME 2 OF 2 - ACCESS ROAD**  
**EROSION/SEDIMENTATION CONTROL AND TREE PROTECTION PLAN**

DESIGNED BY:	JA
DRAWN BY:	JA
REVIEWED BY:	JS
APPROVED BY:	TD
PROJECT NO.:	0123
DATE:	4/15/2010
SCALE:	AS SHOWN
REVISION:	

REV. NO. EC-4  
 SHEET 6 OF 26



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Anna Bowlin, Transportation and Natural Resources, 854-7561

Elected/Appointed Official/Dept. Head: Steven Manilla, Division Director Public Works

Sponsors: Judge Biscoe

---

### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding the appointment of a Groundwater Availability Stakeholder Committee

---

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

Enter Background/Summary of Request and Attachments here

#### **Summary and Staff Recommendation:**

On October 19, 2010, the Commissioners Court approved an amendment to Chapter 82, Travis County Code, to adopt temporary subdivision plat approval requirements regarding the availability and protection of groundwater from the Trinity Group Aquifers. The Travis County Commissioners Court is seeking to appoint a stakeholder committee to assist TNR staff identify, review, and analyze issues relating to availability and protection of groundwater aquifers in Travis County. Members of the Stakeholder Committee will make recommendations for rules regarding availability and protection of groundwater.

To assist the Court with soliciting volunteers for this committee Transportation and Natural Resources (TNR) worked with Information and Telecommunication Systems (ITS) to have information regarding this stakeholder committee placed on the Travis County website for a period that exceeded two week period. The committee charter, the appointment threshold criteria along with an application form was placed on the website. The application form asked for the applicant's address, contact information and whether they have experience serving on previous Travis County stakeholder committees. The applicant was able to check the interests they represent and a box to check for the precinct in which they live. Space was also provided for the applicant to give a short explanation on why they would like to be on the committee and for the applicant to state their relevant expertise. As of this date thirty five applications have been received.

TNR recommends the Court complete the appointment process to establish the Groundwater Availability Stakeholder Committee at the February 22, 2011 Voting Session, or as soon as possible on another date selected by the Court.

#### **Fiscal and Budgetary Issues:**

None.

#### **Issues and Opportunities:**

To assist the Court with soliciting volunteers for this committee TNR worked with ITS and Travis to provide information about this stakeholder committee along with minimum

qualification requirements (see attached Appointment Threshold Requirements). The result of this campaign has been the submittal of more than two dozen applications. Attached is a listing of applicants as of 2:25 PM on February 15, 2011. TNR is continuing to receive application requests until noon on February 18, 2011. An updated listing showing applications received through noon on February 18 will be provided to the Court early on Friday afternoon.

This Stakeholder Committee shall be composed of fifteen members, nine from eastern Travis County and six from western Travis County. Commissioners Davis, Eckhardt and Gomez and will each appoint three members so that the following interests are represented in eastern Travis County:

1. Residential Developer/Builder;
2. Large Tract Landowner on Well;
3. Rancher with active ranching activities (livestock);
4. Smaller Tract Homeowner on an Individual Well;
5. Environmental Community;
6. Emergency Services Provider;
7. Commercial Groundwater Provider;
8. Smaller Tract Homeowner on Commercially Provided Groundwater; and
9. Agriculture with active agricultural activities.

Commissioner Huber and Judge Biscoe will each appoint three members in western Travis County so the following interests are represented:

1. Residential Developer/Builder;
2. Large Tract Landowner on Well;
3. Rancher with active ranching activities (livestock)/Agriculture with active agricultural activities;
4. Smaller Tract Homeowner on an Individual Well;
5. Environmental Community; and
6. Emergency Services Provider.

The TNR staff and professionals with scientific expertise in hydrogeology will assist the stakeholders in a technical support role.

**Required Authorizations:**

None

**Attachments:**

Appointment Threshold Requirements

Subcommittee Composition

2011 Groundwater Availability Stakeholder Applicants

CC: Jon White  
Anna Bowlin  
Thomas Weber  
Stacey Scheffel  
Tom Nuckols

### **Appointment Threshold Criteria**

#### Threshold criteria for all appointments:

- Resident of Travis County;
- Possesses skills or knowledge relevant to entity's mission;
- Possesses experience with or knowledge of private and public entities dealing with subject matter;
- Has effective communication skills and a reputation for incisive argument, consensus-building and fairness;
- Can commit to attending at least 70% of all regularly scheduled meetings;
- Possesses life experience and/or skills that contribute to the diversity of viewpoints on the body.

### **Committee Composition**

This Stakeholder Committee shall be composed of fifteen members, nine from eastern Travis County and six from western Travis County. Commissioners Davis, Eckhardt and Gomez and will each appoint three members so that the following interests are represented in eastern Travis County:

1. Residential Developer/Builder;
2. Large Tract Landowner on Well;
3. Rancher with active ranching activities (livestock);
4. Smaller Tract Homeowner on an Individual Well;
5. Environmental Community;
6. Emergency Services Provider;
7. Commercial Groundwater Provider;
8. Smaller Tract Homeowner on Commercially Provided Groundwater; and
9. Agriculture with active agricultural activities.

Commissioner Huber and Judge Biscoe will each appoint three members in western Travis County so the following interests are represented:

1. Residential Developer/Builder;
2. Large Tract Landowner on Well;
3. Rancher with active ranching activities (livestock)/Agriculture with active agricultural activities;
4. Smaller Tract Homeowner on an Individual Well;
5. Environmental Community; and
6. Emergency Services Provider.

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

None.

**REQUIRED AUTHORIZATIONS:**

Transportation and Natural Resources	Carolyn Barrett	Completed	02/15/2011 4:56 PM
Transportation and Natural Resources	Steven Manilla	Completed	02/15/2011 5:04 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	02/16/2011 11:19 AM
County Judge's Office	Cheryl Aker	Completed	02/16/2011 1:55 PM
Commissioners Court	Gillian Porter	Completed	02/24/2011 4:49 PM

History:

02/22/11	Commissioners Court	POSTPONED	Next: 03/01/11
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**2011 Groundwater Availability Stakeholder Applicants**

	Residential Developer Builder	Large Tract Landowner on Well	Rancher with active Livestock	Small Tract Landowner on Well	Environmental Community	Emergency Services Provider	Agriculture active Ag Activities	Small Tract Homeowner Commercial GW	Commercial Groundwater Provider
<b>East</b>									
Ralph Reinhardt	4		4				4	4	
Barbara Cilley					4				
Wade M. Wheatley P.E.			4		4		4		
Jody McDaniel					2		2		
Robert S. Kier Ph.D. PG CPG		2	2	2	2		2	2	2
Nicole Francois	2		2				2	2	
Raymond Slade Jr.									
Clifford May	1	1			1		1		
Clifton Kessler						1	1		1
Kathleen Kraemer Pitre		1					1		
Denise LoSchiavo			1		1		1		
Richard B. Dick Peterson					1			1	
Jennifer Walker					1				
Marcus Gary Ph.D P.G.					1				1

	Residential Developer Builder	Large Tract Landowner on Well	Rancher with active Livestock	Small Tract Landowner on Well	Environmental Community	Emergency Services Provider	Agriculture active Ag Activities	Small Tract Homeowner Commercial GW	Commercial Groundwater Provider
<b>West</b>									
Todd Reimers		3	3				3		
Shaun Cranston	3	3	3		3	3	3	3	
Ted Stewart	3	3	3	3	3		3	3	3
Jeff Jack					3				
Rebecca Games				3					
Mike Murphy		3	3						
Charles Harrison		3	3						
Tristan Dieseldorff					3	3			
Bill B Biggs				3					
James Schissler PE	3			3	3			3	3
Herman J Prager III PhD					3	3			
Robert Huthnance		3	3				3		
Eugene Lowenthal		3	3		3				
Hank Smith	3	3			3				3
James Linardos						3		3	
Kevin Pasternak					3				
Madelyn Naber							3		
James Dower				3					
John M. Joseph	3			3				3	3
Robert A. Ayres		3	3		3				
John T. Dupnik P.G.	3	3	3	3	3	3		3	3

Applications received as of 2:25 on Tuesday, February 15, 2011



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

Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Carol Joseph, Transportation and Natural Resources, 854-9418

Elected/Appointed Official/Dept. Head: Steven Manilla, Division Director Public Works

Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Consider and take appropriate action on the presentation of the Bond Committee Charter and Introduction of the Citizens Bond Advisory Committee.

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

Background/Summary of Request and Attachments :

TNR placed notification of the need for bond committee members on the County's web site on Thursday, January 20, 2011 and Channel 17 starting on January 24, 2011. Included with the notification was an electronic application form. Commissioners Court revised the application due date from February 1 to February 15th. Seventy-eight applications were received.

### **STAFF RECOMMENDATIONS:**

The Commissioners Court has historically appointed a citizens committee to assist with preparing periodic bond referendums for approval by voters. This year the Commissioners Court solicited applications through the media. Seventy-eight applications were received. The Commissioners Court selected fifteen applicants on February 22, 2011.

### **ISSUES AND OPPORTUNITIES:**

Commissioners Court will introduce their selection and provide the Charter and give the Committee their charge. The Committee is expected to work over the next six months to hold monthly meetings as well as public meetings to select projects recommended to be placed on the bond ballot in November.

Attached is the Charter for the Committee and a draft schedule.

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

Serving on this committee is strictly voluntary. No committee member may seek work on projects funded by the referendum they help to create. There is a cost to rent the Joe C. Thompson Center to hold Committee Meetings. A Budget Transfer from Unallocated Reserves is attached.

### **REQUIRED AUTHORIZATIONS:**

Transportation and Natural Resources	Carolyn Barrett	Completed	02/24/2011 10:51 AM
Transportation and Natural Resources	Steven Manilla	Completed	02/24/2011 12:08 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	02/24/2011 12:09 PM
County Judge's Office	Cheryl Aker	Completed	02/24/2011 1:18 PM
Commissioners Court	Cheryl Aker	Pending	

## **CHARTER**

### **2011 Travis County Bond Citizens Advisory Committee**

This Bond Citizen's Advisory Committee shall be composed of 15 members, 3 appointed by each of the 5 Commissioners Court members. The committee will establish their own operating procedures (with the guidance of this charter) and elect their own Chairperson. All meetings will be open to the public. The role of the Committee shall be the following:

1. Establish a democratic, inclusive process to study a bond program that ensures the confidence and trust of the Travis County voters. It is a fundamental expectation of the Commissioners Court in relation to the Committee that the elements of this Charter should only be implemented by the Committee or its appointed subcommittees in a public forum. This effort should be at stated meeting times, properly called, and at which all the members of the Committee or subcommittee are given an opportunity to attend. Private communication with parties who may financially benefit from the design, construction, or implementation of a candidate bond project is prohibited and must be reported.
2. Review information from Travis County staff regarding county roles and authorities, previous bond programs, the current needs for improved or additional facilities, related maintenance and operating costs for each project, and the financial capacity of the County to assume bond debt.
3. Review demographic trends and other relevant studies to determine the impact of population growth patterns on County facilities.
4. Identify the fundamentally critical needs for Travis County capital projects including county roads and State Farm-to-Market Roads, sidewalks, bikeways, trails, parks, open space, storm water drainage, and necessary county facilities in the context of the financial impact on taxpayers along with programmatic impact and community benefits.
5. Review pertinent information and identify issues regarding how a new civil and family justice center and other necessary county facilities can be coordinated with economic development efforts, planning processes, and other redevelopment projects in the central business district.
6. Determine if project proposals meet appropriate tests for inclusion in a bond program with an affordable financial scope as will be established by Commissioners Court and are coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:
  - Optimize limited bond funding and maximize the value received for the outlay of taxpayer dollars by using creative, innovative, or heretofore unused financing vehicles or techniques and achieving economies of scale and other public benefits by partnering with public and private entities.
  - All projects should be based upon need, have a significant scale and outcome, and an expected 20-year design life or better
  - All projects must be able to be completed within seven years of the bond election.
  - All projects must be consistent with County adopted plans and policies
  - All projects must demonstrate value and affordability and should include a fiscal impact analysis of their associated operating and maintenance costs in order to inform the voting public, and an analysis of the implications of not building the capital improvements.
  - All candidate projects should consider joint use with other jurisdictions and due consideration should be given to overlapping debt.

- All projects should reflect Travis County's statutory responsibilities and include serious consideration of citizens' previously voiced needs.
7. Conduct public meetings throughout Travis County from the beginning to the end of the Committee process to receive public input on proposed needs and related impacts.
  8. In order to avoid any perception of a conflict of interest, no Committee member may bid on a County capital project or benefit financially from any project under consideration.
  9. Advise the Travis County Commissioners Court on the need for a bond election and the prospects for conducting a successful election in November, 2011. If a bond program is warranted, advise the Court on the overall scope of a bond package, recommend a prioritized list of projects and report on the fiscal impacts to the County and to local jurisdictions. The Committee is asked to provide an initial status report to the Commissioners Court within two months after their first meeting and then every 6 to 8 weeks thereafter, with a final report due no later than ~~July~~ August 1, 2011

**2-24-2011 Citizen Bond Advisory Committee (CBAC)  
2011 Travis County Bond Program Tentative Schedule**

<b>Tentative Date in 2011</b>	<b>Agenda Item Content or Other Milestone</b>
Tuesday, February 15th	<ul style="list-style-type: none"> <li>• <b>CBAC Applications due at Judge, Precinct Commissioner, or TNR Offices</b></li> </ul>
Tuesday, February 22nd	<ul style="list-style-type: none"> <li>• <b>Commissioners Court Appoints 15-member Citizen Bond Advisory Committee</b></li> </ul>
Tuesday, March 1st	<ul style="list-style-type: none"> <li>• <b>Commissioners Court Voting Session</b> <ul style="list-style-type: none"> <li>• Receive charge from Commissioners Court</li> </ul> </li> </ul>
Tuesday, March 8th	<ul style="list-style-type: none"> <li>• <b>CBAC Kick-off Meeting</b> <ul style="list-style-type: none"> <li>• Committee and Staff Introductions, Review Charter, By-laws, Timeline</li> <li>• Discuss Roles of Committee, Chairman Duties, Potential Committees</li> <li>• Decide Meeting Schedule, Day and Time</li> <li>• Elect Chairman</li> </ul> </li> </ul>
Week of March 14 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>Spring Break</b></li> </ul>
Tuesday, March 22nd	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Presentation on Fiscal Policies and Debt Capacity</li> <li>• Presentation by Legal Counsel on Responsibilities</li> <li>• Adopt Operations, Bylaws and Other Procedural Items</li> </ul> </li> </ul>
Tuesday, March 29 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Status and Management of Past and Current Bond Projects</li> <li>• Need for Capital Projects (Transportation, Parks, Drainage)</li> </ul> </li> </ul>
Tuesday, April 12 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Need for Capital Projects (Facilities)</li> <li>• Present Preliminary List of Projects</li> <li>• Discuss Project Selection Criteria</li> </ul> </li> </ul>
Tuesday, April 26 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Discuss Project Selection Criteria (continued from April 12<sup>th</sup> meeting)</li> <li>• Present Project List with Staff Rankings (Candidate Courthouse, Transportation, Parks, and Drainage Projects)</li> <li>• Development of Subcommittees</li> </ul> </li> </ul>
Saturday, May 7 <sup>th</sup> 9:00 am to 1:00 pm	<ul style="list-style-type: none"> <li>• <b>Tour of Projects</b></li> </ul>
Tuesday, May 3 <sup>rd</sup> , May 10 <sup>th</sup> , May 17 <sup>th</sup> , May 24 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Subcommittee Meetings with County Staff (Review And Discuss Potential Projects and Estimated Costs)</li> </ul> </li> </ul>
Tuesday, May 24 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Subcommittees Present Recommendations</li> <li>• CBAC Discusses Recommendations</li> <li>• CBAC and Staff Development of First Status Report</li> </ul> </li> </ul>
Tuesday, May 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• CBAC Discuss and Take Appropriate Action on Subcommittee Recommendations</li> <li>• Discuss and Take Appropriate Action on First Status Report to Commissioners Court</li> </ul> </li> </ul>

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**2-24-2011 Citizen Bond Advisory Committee (CBAC)  
2011 Travis County Bond Program Tentative Schedule**

Tuesday, June 7 <sup>th</sup> @ 9:30 AM and Tuesday, June 7 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>First Status Report to Commissioners Court</b> - Preliminary Bond List is Presented to Commissioners Court and Asks Approval to Hold Public Meetings</li> <li>• <b>CBAC Meeting</b> - Discuss Public Meeting Information</li> </ul>
Week of June 13 <sup>th</sup> through June 17 <sup>th</sup> and June 20 <sup>th</sup> through June 24 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>5 Public Outreach Meetings</b>- Geographically Dispersed</li> </ul>
Tuesday, June 28 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Report on Public Meetings and Progress To Date</li> <li>• Review and Consider Information About the Proposed Projects During Subcommittee Meetings</li> <li>• Discuss and Take Appropriate Action on Subcommittee Recommendations</li> <li>• Discuss and Identify Public Hearings Dates</li> </ul> </li> </ul>
Tuesday July 12 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Finalize Proposed Project List for Commissioners Court</li> <li>• Discuss and Take Appropriate Action on Subcommittee Recommendations and 2<sup>nd</sup> Report</li> <li>• Discuss and Take Appropriate Action on Public Hearing Schedule</li> </ul> </li> </ul>
Tuesday, July 19 <sup>th</sup> at 9:30 AM	<ul style="list-style-type: none"> <li>• <b>Second Report to Commissioners Court</b></li> </ul>
Weeks of July 25 <sup>th</sup> and August 1 <sup>st</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Public Hearings</b> (Receive Comments on the Proposed Project List) <ul style="list-style-type: none"> <li>• 5 meetings Geographically Dispersed</li> </ul> </li> </ul>
Tuesday, August 9 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>CBAC Meeting</b> <ul style="list-style-type: none"> <li>• Discuss Comments Received from Public Hearings</li> <li>• Discuss and Take Appropriate Action on Final Report to Commissioners Court</li> </ul> </li> </ul>
Friday, August 12 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>Deadline:</b> Notify Election Division of intent to contract with County Clerk for election services for November 8<sup>th</sup> election</li> </ul>
Tuesday, August 16 <sup>th</sup> at 9:30 AM	<ul style="list-style-type: none"> <li>• <b>Commissioners Court Meeting</b> <ul style="list-style-type: none"> <li>• Final Report to Commissioners Court</li> </ul> </li> </ul>
Tuesday, August 23 <sup>rd</sup> at 9:30 AM	<ul style="list-style-type: none"> <li>• <b>Commissioners Court Meeting</b> <ul style="list-style-type: none"> <li>• Commissioners Court holds Public Hearing on the Candidate Project List</li> <li>• Commissioners Court approves Final Candidate Project List</li> <li>• Instructs Bound Counsel to prepare Election Order</li> </ul> </li> </ul>
Wednesday, August 24 <sup>th</sup> thru 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Corrections or Changes</li> </ul>
Tuesday, September 6 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>Deadline:</b> Commissioners Court Issues Notice of Election to State of Texas (<b>60 days before election</b>)</li> </ul>
Tuesday, September 6 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <b>Deadline:</b> Commissioners Court Calls the Election (<b>between 50 &amp; 60 days before election</b>)</li> </ul>
Approximately on September 14	<ul style="list-style-type: none"> <li>• <b>Deadline:</b> Commissioners Court Certifies the Ballot with County Clerk (<b>50 days before election</b>)</li> </ul>
Approximately on September 21	<ul style="list-style-type: none"> <li>• <b>Deadline:</b> Commissioners Court Issues Notice of Election to County residents (<b>45 days before election</b>)</li> </ul>
November 8	<ul style="list-style-type: none"> <li>• <b>Bond Election Date</b></li> </ul>

\*All meetings are open to the public. Each agenda will have a place for "Citizen Communications and Comment."

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

Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Travis Gatlin, Planning and Budget Office, 854-9065

Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager

Sponsors: Judge Biscoe

### **AGENDA LANGUAGE:**

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

- A. Annual application to the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, for Juvenile Probation to receive year two of a potential four year grant to continue to enhance the department's existing drug court; and
- B. Annual agreement with the Texas Department of Housing and Community Affairs for the Health and Human Services and Veterans Service Department to continue to provide household heating and cooling energy assistance to help low income families or individuals become energy self-sufficient under the Comprehensive Energy Assistance Program.

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

This week's grant packet includes two items. Item A is the annual application to receive the second year of a potential four year grant to continue a program that enhances Juvenile Probation's existing drug court. Item B is the annual agreement for Health and Human Services and Veterans Service to continue the long standing Comprehensive Energy Assistance Program (CEAP). The Texas Department of Housing and Community Affairs include language in the CEAP contract that will allow them access to applicable Travis County records on or off County premises. The County Auditor's Office has expressed that they would not allow originals to be taken offsite but originals could be viewed onsite or copies of the originals could be taken offsite. The back-up includes memo from the County Attorney's Office that highlights this issue and the County Auditor's Office will likely submit a separate letter on this point. This issue was discussed last year with the Commissioners Court when the prior term contract was approved.

In addition, Page 10 of this week's packet includes a new table that shows all midyear grant reductions requested by the State. There is only one

grant to date that has been reduced by the State. However, it is likely that additional grants could be reduced in the near future. The table highlights the grant title, granting agency, County department, original award, revised award, and reduction amount.

**STAFF RECOMMENDATIONS:**

PBO recommends approval of all items.

**ISSUES AND OPPORTUNITIES:**

Additional information is provided in each item's grant summary sheet.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Items A and B do not require a County match.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office	Rodney Rhoades	Completed	02/22/2011 3:53 PM
County Judge's Office	Cheryl Aker	Completed	02/22/2011 4:00 PM
Commissioners Court	Cheryl Aker	Pending	



## TRAVIS COUNTY

3/1/2011

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2011

*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 Match	In-Kind	Program Total FTEs	PBO Notes	Auditor's Assessment	Page #		
<b><i>Applications</i></b>											
<b>A</b>	45	Juvenile Treatment Drug Court-SAMHSA/CSAT	9/30/11-9/29/2012	\$198,200	\$0	\$90,442	\$288,642	0	R	MC	13
<b><i>Contracts</i></b>											
<b>B</b>	58	Comprehensive Energy Assistance Program	1/1/2011-12/31/2011	\$1,279,651	\$0	\$0	\$1,279,651	0	R	EC	105

***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 2011 Grants Summary Report**  
**Outstanding Grant Applications**

*The following is a list of grants for which application has been submitted since October 1, 2010, and the notification of award has not yet been received.*

*American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.*

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	10/12/2010
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	2/1/2011 - 10/1/2012	* \$8000	\$3,000	\$2,000	\$13,000	0	11/16/2010
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0	11/16/2010
19	Underage Drinking Prevention Program	10/1/2011 - 9/30/2014	\$570,783	\$107,145	\$214,701	\$892,629	3	1/4/2011
45	Drug Court and In Home Family Services Grant	9/1/2011 - 8/31/2012	\$181,000	\$20,111	\$0	\$2,011,111	0.24	1/25/2011
45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$126,920	\$14,103	\$0	\$141,023	1.5	1/25/2011
47	Emergency Management Performance Grant	10/1/2010 - 9/30/2011	\$67,200	\$67,200	\$0	\$134,400	3	1/25/2011
55	Justice and Mental Health Collaboration Program	10/1/2011- 9/30/2012	\$49,796	\$0	\$19,304	\$69,100	0.75	2/1/2011
39	DWI Court	9/30/2011- 9/29/2012	\$206,515	\$0	\$0	\$206,515	3.5	2/22/2010
19	Family Violence Accelerated Prosecution Program	9/1/2011- 8/31/2012	\$95,456	\$34,311	\$17,088	\$146,855	2.1	2/22/2010
37	TCSO Child Abuse Victim Services Personnel	9/1/2011- 9/31/2012	\$28,748	\$19,241	\$0	\$47,989	1	2/22/2010

45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$21,000	0	2/22/2010
45	Travis County Eagle Resource Project	9/2/2011-8/31/2012	\$39,907	\$0	\$0	\$39,907	0	2/22/2010
			<hr/>					
			\$1,908,757	\$265,111	\$278,970	\$4,270,838	15.09	

3

## FY 2011 Grants Approved by Commissioners Court

*The following is a list of grants that have been received by Travis County since October 1, 2010*

*American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.*

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
45	Travis County Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,884	\$0	\$0	\$49,884	0	10/5/2010
58	Atmos Energy Share the Warmth	10/1/2010 - 9/30/2011	\$13,891	\$0	\$0	\$13,891	0	10/12/2010
39	Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0.75	10/12/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	4	10/26/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$80,000	\$45,000	\$625,000	1	10/26/2010
45	Juvenile Treatment Drug Court-OJJDP	10/1/2010 - 9/30/2014	\$424,979	\$141,667	\$0	\$566,646	2.5	10/26/2010
45	Juvenile Treatment Drug Court-SAMHSA/CSAT	9/30/2010 - 9/29/2011	\$199,820	\$0	\$0	\$199,820	0	10/26/2010
37	2007 Byrne Justice Assistance Grant (JAG)*	10/1/2006 - 3/31/2011	\$203,845.50	\$0	\$0	\$203,845.50	0	10/26/2010
24	Travis County Veterans's Court	9/1/2010 - 8/31/2011	\$40,000	\$0	\$0	\$40,000	0	11/16/2010
39	Travis County Adult Probation DWI Court	9/30/2010 - 9/29/2013	\$597,908	\$0	\$0	\$597,908	3.45	11/16/2010
58	Communities Putting Prevention to Work (Tobacco Free Worksite Policy)	6/1/2010 - 2/29/2012	\$200,000	\$0	\$0	\$200,000	1.5	11/16/2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/1/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	11/23/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$166,003	\$0	\$0	\$166,003	2	11/23/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	11/23/2010
22	Family Drug Treatment Court	9/1/2010 - 8/31/2011	\$119,185	\$0	\$0	\$119,185	1	11/23/2010
37	2010 UASI Grant	8/1/2010 - 7/31/2012	\$475,000	\$0	\$0	\$475,000	0	11/23/2010
37	2010 Byrne Justice Assistance Grant	10/1/2009 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
37	2010 Bryne Justice Assistance Grant	10/1/2009-9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
58	Title IV-E Child Welfare Services	10/1/2010 - 9/30/2011	\$104,195.43	\$205,012.95	\$0	\$309,208.38	0.75	11/30/2010
58	Coming of Age (formerly RSVP) - Texas Department of Aging and Disability Services (DADS)	9/1/2010 - 8/31/2011	\$23,800	\$23,800	\$0	\$47,600	0	11/30/2010
58	Coming of Age (formerly known as RSVP)	10/1/2010 - 9/30/2011	\$63,119	\$18,936	\$0	\$82,055	0.14	11/30/2010
37	State Criminal Alien Assistance Program SCAAP 2010	7/1/2008 - 6/30/2009	\$915,571	\$0	\$0	\$915,571	0	11/30/2010
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Strike Team Coordinator (UASI Award)	8/1/2010 - 7/31/2012	\$350,000	\$0	\$0	\$350,000	1	11/30/2010
47	Hazardous Materials Equipment Purchase and Maintenance (SHSP Award)	8/1/2010 - 7/31/2012	\$40,000	\$0	\$0	\$40,000	0	11/30/2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
49	Transportation Enhancement Program	11/30/2010- Completion	\$921,922	\$230,498	\$0	\$1,152,420	0	11/30/2010
49	FY11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	12/7/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant*	9/1/2010 - 7/31/2011	\$20,240	\$0	\$0	\$20,240	0	12/14/2010
58	AmeriCorps*	8/1/2008 - 7/31/2009	\$228,040	\$225,977	\$0	\$454,017	16	12/14/2010
58	Seniors and Volunteers for Childhood Immunization	10/1/2010 - 9/30/2011	\$4,000	\$0	\$0	\$4,000	0.25	12/21/2010
58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$186,929	\$0	\$0	\$186,929	0	12/21/2010
37	Homeland Security Grant Program - Urban Area Strategic Initiative (UASI)	9/1/2008 - 1/15/2011	\$136,234.36	\$0	\$0	\$136,234.36	0	12/21/2010
37	2009 COPS LE Technology Grant	3/11/2009 - 3/10/2012	\$300,000	\$0	\$0	\$300,000	0	1/4/2011
24	Formula Grant - Indigent Defense Grant Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	1/18/2011
37	Austin/Travis County human Trafficking LE Task Force	1/1/2011 - 9/30/2011	\$15,000	\$0	\$0	\$15,000	0	1/25/2011
59	Capital Area Trauma Regional Advisory Council (CATRAC) EMS County Assistance	4/1/12010 - 8/31/2011	\$6,038	\$0	\$0	\$6,038	0	1/25/2011
37	Recovery Act - STOP Violence Against Women Act*	4/1/2010 - 6/30/2011	\$64,599	\$0	\$0	\$64,599	1	1/25/2011
Various	Family Violence Protection Team	10/1/2010- 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/1/2011
24	Travis County Drug Diversion Court*	9/1/2009- 8/31/2010	\$161,359	\$0	\$0	\$161,359	1	2/1/2011
24	Travis County Veteran's Court*	4/1/2010- 8/31/2010	\$7,387	\$0	\$0	\$7,387	1	2/1/2011
58	FY 11 Title IV-E	10/1/2010- 9/30/2011	\$104,196	\$205,013	\$0	\$309,209	0.75	2/1/2011

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Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
58	Seniors and Volunteers for Childhood Immunization	9/1/2010-8/31/2011	\$8,846	\$0	\$0	\$8,846	0.25	2/22/2011
58	ATCIC-Marguerite Casey Foundation Community and Family Reintegration Project	12/1/2010-5/31/2011	\$30,000	\$0	\$0	\$30,000	1	2/22/2011
37	Sheriff's Combined Auto Theft Task Force*	9/1/2010-8/31/2011	\$610,073	\$319,936	\$0	\$930,009	11	2/22/2011
58	AmeriCorps*	8/1/09-7/31/10	\$278,239	\$269,446	\$10,160	\$557,845	20	2/22/2011
			\$10,039,774	\$3,182,037	\$55,160	\$13,276,971	88.91	

\*Amended from original agreement.

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## FY 2011 Grants Summary Report

### Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	9/28/2010
22	Family Drug Treatment Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	11/23/2010
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010
19	Family Violence Protection Team	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	2/1/2011
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	10/5/2010	2/1/2011
58	ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	2/22/2010
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	2/1/2011
19	Family Violence Protection Team	\$23,589	\$23,589	\$47,178	1.5	12/14/2010	2/1/2011
23	Family Violence Protection Team	\$21,263	\$21,263	\$42,526	0.5	12/21/2010	2/1/2011



## FY 2011 Grants Summary Report

### Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date
58	Casey Family Programs Community and Family Reintegration Project	\$10,090	\$10,090	\$20,180	1	12/28/2010	Awaiting Contract
58	Comprehensive Energy Assistance Program	\$84,508	\$84,508	\$169,016	0	12/28/2010	Awaiting Contract
58	Comprehensive Energy Assistance Program (Operating)*			\$325,000	0	12/28/2010	Awaiting Contract
Totals		\$214,019	\$214,019	\$753,038	13		

\* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

### Grants Receiving Midyear Reductions due to the State's Budget Issues

Dept	Name of Grant	Grantor	Grant Term	Original Grant Award	Reduction Amount	Admended Award	FTEs	Cm. Ct.	
								Approval/Acceptance Date	
37	Sheriff's Combined Auto Theft Task Force*	Auto Burglary and Theft Prevention Authority	9/1/2010-8/31/2011	\$616,867	<b>\$6,794</b>	\$610,073	10		2/22/2011
				\$616,867	<b>\$6,794</b>	\$610,073	10		

\* Grant shared between Travis County and six other counties. Travis County's portion of grant is roughly half with remaining funds received by the other counties. The number of TCSO FTE funded by the grant is 4.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,619,525</b>	<b>\$ 2,175,626</b>	<b>\$ 4,828,764</b>	<b>\$ 1,135,059</b>	<b>\$ 2,272,470</b>	<b>\$ 1,260,059</b>	<b>\$ 1,507,470</b>	<b>\$ 1,760,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,760,059</b>

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

## GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Juvenile Probation
Contact Person/Title:	Michael Williams, Financial Analyst, Sr.
Phone Number:	512/854-7011

Grant Title:	Juvenile Treatment Drug Court-SAMHSA/CSAT		
Grant Period:	From:	09/30/2011	To: 09/29/2012
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:					\$90,442	\$90,442
Operating:	\$194,314					\$194,314
Capital Equipment:						0
Indirect Costs:	\$3,886					\$3,886
Total:	\$198,200	\$0	\$0	\$0	\$90,442	\$288,642
FTEs:						0.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of juveniles in substance abuse treatment	487	N/A	N/A	N/A	N/A	502
Number of SUS administered that indicated need for CASI	1158	N/A	N/A	N/A	N/A	1193
Number of CASI's administered	606	N/A	N/A	N/A	N/A	625
Number of Drug Court Screenings	120	N/A	N/A	N/A	N/A	120
Number of participants in Drug Court	60	N/A	N/A	N/A	N/A	60

Percentage of drug court participants mandated to the Texas Youth Commission	0	N/A	N/A	N/A	N/A	0
<b>Measures For Grant</b>						
Number of juveniles in substance abuse treatment	487	N/A	N/A	N/A	N/A	502
Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment.					
Percentage of SUS administered that indicated need for CASI	40%	N/A	N/A	N/A	N/A	40%
Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment.					
Number of participants in Drug Court	60	N/A	N/A	N/A	N/A	60
Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection and improved juvenile accountability.					

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court approval to submit the Year Two application of a potential four year grant to the Substance Abuse and Mental Health Services Administration (SAMSHA), Center for Substance Abuse Treatment (CSAT), to continue to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program model. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement and community engagement to help youth break the cycle of drugs and crime.

Funds for this grant will provide resources for additional substance abuse treatment resources for youth served by the program and related training for program staff. The department has also received a related grant for a four year period from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for two FTE to support the program.

There is no cash match required for this grant.

PBO recommends approval of the request.

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

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. This is a four year project and future project dollars will be commensurate with the current amount. This application is requesting the 2<sup>nd</sup> year continuation of the project

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Enrichment Program and enhance it to effectively serve youth with co occurring disorders while increasing capacity in community based programs.

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

This is a 4-year project, so at the moment, there is no long term commitment from the County for the CSAT portion of the budget in this SAMHSA grant application. However, in the 4<sup>th</sup> year of the grant Travis County will have the opportunity to invest in this program. This is a 4-year project, so at the moment, there is no long term commitment from the County for the CSAT

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portion of the budget in this SAMHSA grant application. However, in the 4<sup>th</sup> year of the project, Travis County will have the opportunity to invest in this program.

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

This is no match required for the SAMHSA/CSAT Treatment Drug Court (Required for the OJJDP funding piece).

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

A 2% indirect cost has been charged to this grant for a total of \$3,886 in CSAT monies.

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

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previous presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

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

N/A

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

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TYC.





# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM

TO: Travis Gatlin, PBO  
Senior Budget Analyst

FROM: Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: Michael Williams  
Michael Williams  
Financial Analyst

SUBJECT: Juvenile Treatment Drug Court -Substance Abuse and Mental Health Services Administration (SAMSHA) and the Center for Substance Abuse (CSAT)

DATE: February 22, 2011

Travis County Juvenile Probation has received notification from SAMHSA/CSAT for year 2 of the continuation application totaling \$198,200. This is year two of the project and the department anticipates receiving approximately \$199,000 a year for years three and four.

The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models.

Please review this item and place it on the Commissioner's Court agenda on **March 1, 2011** for their consideration and signature. Please contact Mike Williams at 4-7011 for further information. Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Chapman, Division Director  
Kathy Smith, Project Coordinator  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File

Opportunity Title:	SAMHSA 2011 Continuations Due March 4
Offering Agency:	Substance Abuse & Mental Health Services Adminis.
CFDA Number:	93.243
CFDA Description:	Substance Abuse and Mental Health Services Projects of
Opportunity Number:	SAMHSACONT11-02
Competition ID:	CFDA93243
Opportunity Open Date:	12/17/2010
Opportunity Close Date:	03/04/2011
Agency Contact:	Kathleen Sample Grants Management Officer E-mail: kathleen.sample@samhsa.hhs.gov Phone: 240-276-1407

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name:

### Mandatory Documents

Move Form to Complete

Move Form to Delete

### Mandatory Documents for Submission

Application for Federal Assistance (SF-424)  
Project Narrative Attachment Form  
HHS Checklist (08-2007)  
Disclosure of Lobbying Activities (SF-LLL)  
Budget Information for Non-Construction Program  
Project/Performance Site Location(s)  
Budget Narrative Attachment Form

### Optional Documents

Other Attachments Form

Move Form to Submission List

Move Form to Delete

### Optional Documents for Submission

Faith Based EEO Survey

## Instructions

- 1** Enter a name for the application in the Application Filing Name field.

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
  
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
  
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: IH79TI020920-01	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <i>TX-w-201101-0006-50</i>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <u>Travis County</u>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000192	* c. Organizational DUNS: 0309088420000	
<b>d. Address:</b>		
* Street1:	2515 South Congress Avenue	
Street2:	<input type="text"/>	
* City:	Austin	
County/Parish:	<input type="text"/>	
* State:	TX: Texas	
Province:	<input type="text"/>	
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	78704-5513	
<b>e. Organizational Unit:</b>		
Department Name: Juvenile Probation	Division Name: Special Services	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms.	* First Name: Estela	<input type="text"/>
Middle Name: P.	<input type="text"/>	
* Last Name: Medina	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: Chief Juvenile Probation Officer		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: 512/854-7069	Fax Number: 512-854-7071	
* Email: estela.medina@co.travis.tx.us		

<b>Application for Federal Assistance SF-424</b>		
<b>* 9. Type of Applicant 1: Select Applicant Type:</b>		
<input type="text" value="B: County Government"/>		
Type of Applicant 2: Select Applicant Type:		
<input type="text"/>		
Type of Applicant 3: Select Applicant Type:		
<input type="text"/>		
* Other (specify):		
<input type="text"/>		
<b>* 10. Name of Federal Agency:</b>		
<input type="text" value="Substance Abuse &amp; Mental Health Services Adminis."/>		
<b>11. Catalog of Federal Domestic Assistance Number:</b>		
<input type="text" value="93.243"/>		
CFDA Title:		
<input type="text" value="Substance Abuse and Mental Health Services_Projects of Regional and National Significance"/>		
<b>* 12. Funding Opportunity Number:</b>		
<input type="text" value="SAMHSACONT11-02"/>		
* Title:		
<input type="text" value="SAMHSA 2011 Continuations Due March 4"/>		
<b>13. Competition Identification Number:</b>		
<input type="text" value="CFDA93243"/>		
Title:		
<input type="text"/>		
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b>		
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>
	<input type="button" value="View Attachment"/>	
<b>* 15. Descriptive Title of Applicant's Project:</b>		
<input type="text" value="Travis County Juvenile Treatment Drug Court"/>		
Attach supporting documents as specified in agency instructions.		
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>

# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA  
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES  
COURT SERVICES  
DETENTION SERVICES  
PROBATION SERVICES  
RESIDENTIAL SERVICES  
SUBSTANCE ABUSE SERVICES  
DOMESTIC RELATIONS OFFICE  
JUVENILE JUSTICE  
ALTERNATIVE EDUCATION  
PROGRAM

Question 14a on the SF-424: Areas Affected by the project

**City of Austin, Travis County**



Application for Federal Assistance SF-424	
<b>16. Congressional Districts Of:</b>	
* a. Applicant	TX-010
b. Program/Project	TX-010
Attach an additional list of Program/Project Congressional Districts if needed.	
	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date:	09/30/2011
* b. End Date:	09/29/2012
<b>18. Estimated Funding (\$):</b>	
* a. Federal	797,756.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	797,756.00
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes", provide explanation and attach	
	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix:	Judge
* First Name:	Samuel
Middle Name:	T.
* Last Name:	Biscoe
Suffix:	
* Title:	County Judge
* Telephone Number:	512/854-9555
Fax Number:	512/854-9536
* Email:	sam.biscoe@co.travis.tx.us
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

**PLEASE RETURN THE INFORMATION REQUESTED BELOW TO:**

**Grants@governor.state.tx.us**

The program that you are applying to may be subject to the State's intergovernmental review process under both EO 12372 and the Texas Administrative Code.

**Before you submit your proposal to the federal/state funding agency**, our office needs to issue you a "state application identifier" (SAI) number to include on page 1 of the SF 424 form - Application for Federal Assistance - of the final application document(s) that will be submitted to the funding agency and to reviewers for the State of Texas' intergovernmental review and comment process. This is the State's tracking number assigned to your proposal for our intergovernmental review process.

If there is also a placeholder/data element entitled "state application identifier" on the SF 424, the assigned number should also be entered in this box.

In order to issue the SAI number I need the following additional information from you:

- 1) Federal/State program name and Catalog of Federal Domestic Assistance (CFDA) number for the program that you are applying for;
- 2) Name of Federal/State Funding Agency; Travis County-Travis County Juvenile Probation
- 3) Is this a new or continuation application; Continuing application
- 4) Due date for submittal of application to funding agency; March 4, 2011
- 5) Deadline date for Intergovernmental Review (this date or number of days should appear in the proposal guidance/instructions); February 28, 2011
- 6) Name and ADDRESS of the applicant organization; Travis County Juvenile Probation  
2515 South Congress Avenue, Austin, Texas 78704-5594
- 7) Name, telephone number, title and email address of the project contact person;  
Chief Estela P. Medina, Chief Juvenile Probation Officer, (512) 854-7069,  
estela.medina@co.travis.tx.us
- 8) Brief description of the proposed project including target population and geographic area to be served (list all counties served by the project);
- 9) Proposed budget, if available. Breakout of the budget: federal request, applicant match if any, other funds contributed toward the project. The four year project is totaling \$797,756. This is a continuation application for year two totaling \$198,200. The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. The majority of these grant funds will provide treatment services to Substance abusing juvenile offenders.

Upon receipt of the requested information, I will send by return email the assigned "state application identifier" number and information about where the number is to be placed on pg. 1 of the SF 424 form. If your application is selected for review, we will provide guidance concerning the number of COPIES of the final application document that your agency will need to provide for use in the State's intergovernmental review process. The state's process runs concurrently with that of the federal funding agency. Comments that we collect concerning your proposal will be compiled and mailed to you within 45 days of our receipt of your proposal document.

Thanking you in advance for the requested information.

**Denise S. Francis, State Single Point of Contact**  
**[grants@governor.state.tx.us](mailto:grants@governor.state.tx.us)**

512.305.9415 (voice)  
512.936.2681 (FAX)

State Grants Team: <http://governor.state.tx.us/grants>

***Please note: all requests are processed as they are received. Statutorily, the required response time is 45 days (see 1TAC, Part 1, Chapter 5, Subchapter B, Division 3, Rule §5.233 Notification of Intent), however, most requests are processed in as little as 1 day and as much as 4 days.***

Unless otherwise indicated or obvious from the nature of this transmittal, the information contained in this email is confidential and excepted from disclosure by the exceptions incorporated into, Texas Government Code, Sections 552.101 through 552.1425, including without limitation the attorney-client privilege and deliberative process exceptions. Any unauthorized review, use, disclosure or distribution is prohibited without the express authorization of the Office of the Governor.



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Travis County Juvenile Probation Department"/> * Street 1: <input type="text" value="2515 South Congress Avenue"/> Street 2: <input type="text"/> * City: <input type="text" value="Austin"/> State: <input type="text" value="TX: Texas"/> Zip: <input type="text" value="78704-5594"/> Congressional District, if known: <input type="text" value="10"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. * Federal Department/Agency:</b> <input type="text" value="Center for Substance Abuse Treatment"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Substance Abuse and Mental Health Services_Projects of Regional and National Significance"/> CFDA Number, if applicable: <input type="text" value="93.243"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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### Project/Performance Site Location(s)

**Project/Performance Site Primary Location**  I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

\* Street1:

Street2:

\* City:  County:

\* State:

Province:

\* Country:

\* ZIP / Postal Code:  \* Project/ Performance Site Congressional District:

**Project/Performance Site Location 1**  I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

\* Street1:

Street2:

\* City:  County:

\* State:

Province:

\* Country:

\* ZIP / Postal Code:  \* Project/ Performance Site Congressional District:

**Additional Location(s)**

# Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

## Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

## Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	Travis County Juvenile Probation
Applicant's DUNS Name:	0309088420000
Federal Program:	SAMHSA 2011 Continuations Due March 4
CFDA Number:	93.243

- Has the applicant ever received a grant or contract from the Federal government?
 

Yes       No
- Is the applicant a faith-based organization?
 

Yes       No
- Is the applicant a secular organization?
 

Yes       No
- Does the applicant have 501(c)(3) status?
 

Yes       No
- Is the applicant a local affiliate of a national organization?
 

Yes       No
- How many full-time equivalent employees does the applicant have? (Check only one box).
 

3 or Fewer       15-50  
 4-5       51-100  
 6-14       over 100
- What is the size of the applicant's annual budget? (Check only one box.)
 

Less Than \$150,000  
 \$150,000 - \$299,999  
 \$300,000 - \$499,999  
 \$500,000 - \$999,999  
 \$1,000,000 - \$4,999,999  
 \$5,000,000 or more

## Survey Instructions on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

### **Paperwork Burden Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is **1890-0014**. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

**If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Travis County Juvenile Probation Treatment Drug Court	93.243	\$ [ ]	\$ [ ]	\$ 198,200.00	\$ [ ]	\$ 198,200.00
2. [ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
3. [ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
4. [ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
5. Totals		\$ [ ]	\$ [ ]	\$ 198,200.00	\$ [ ]	\$ 198,200.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Travis County Juvenile Probation Treatment Drug Court				
a. Personnel	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
b. Fringe Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
c. Travel	<input type="text" value="9,415.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="9,415.00"/>
d. Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
e. Supplies	<input type="text" value="11,217.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="11,217.00"/>
f. Contractual	<input type="text" value="166,682.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="166,682.00"/>
g. Construction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
h. Other	<input type="text" value="7,000.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="7,000.00"/>
i. Total Direct Charges (sum of 6a-6h)	<input type="text" value="194,314.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text" value="194,314.00"/>
j. Indirect Charges	<input type="text" value="3,886.00"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text" value="3,886.00"/>
k. TOTALS (sum of 6i and 6j)	\$ <input type="text" value="198,200.00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="198,200.00"/>
7. Program Income	\$ <input type="text" value="0.00"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. match funds are not required for this grant.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<b>12. TOTAL (sum of lines 8-11)</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text" value="198,200.00"/>	\$ <input type="text" value="30,000.00"/>	\$ <input type="text" value="49,200.00"/>	\$ <input type="text" value="59,000.00"/>	\$ <input type="text" value="60,000.00"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>15. TOTAL (sum of lines 13 and 14)</b>	\$ <input type="text" value="198,200.00"/>	\$ <input type="text" value="30,000.00"/>	\$ <input type="text" value="49,200.00"/>	\$ <input type="text" value="59,000.00"/>	\$ <input type="text" value="60,000.00"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Treatment Drug Court	\$ <input type="text" value="198,200.00"/>	\$ <input type="text" value="199,766.00"/>	\$ <input type="text" value="199,970.00"/>	\$ <input type="text"/>	
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<b>20. TOTAL (sum of lines 16 - 19)</b>	\$ <input type="text" value="198,200.00"/>	\$ <input type="text" value="199,766.00"/>	\$ <input type="text" value="199,970.00"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text" value="See budget narrative and worksheets"/>		22. Indirect Charges: <input type="text" value="See attached indirect calculation. Provisional"/>			
23. Remarks: <input type="text"/>					

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# A COST ALLOCATION PLAN

*for*

## TRAVIS COUNTY, TEXAS FY 2009 OMB A-87 COST ALLOCATION PLAN

Based on Actual Expenditures  
For the Fiscal Year Ending September 30, 2009

© MAXIMUS, INC. 2010  
*Helping Government Serve the People*  
1452 Hughes Road, Suite 325  
Grapevine, Texas 76051  
(972) 490-9990



TRAVIS COUNTY, TEXAS  
INDIRECT COST RATES  
ACTUAL FISCAL YEAR 2009

DEPT. NO.	NAME	2009 SALARIES	FY 2009 INDIRECT ALLOCATION SCHEDULE A	2011 INDIRECT RATE
03000	JUSTICE OF PEACE 5	714,057	226,651	31.74%
03100	CONSTABLE 1	1,027,938	234,086	22.77%
03200	CONSTABLE 2	1,453,966	332,258	22.85%
03300	CONSTABLE 3	1,375,671	386,840	28.12%
03400	CONSTABLE 4	834,550	217,742	26.09%
03500	CONSTABLE 5	2,691,082	690,294	25.65%
03701	SHERIFF	82,127,382	13,702,086	16.68%
03800	MEDICAL EXAMINER	2,317,795	730,778	31.53%
03900	COMMUNITY SUPERVISION & CORRECTION	13,055,712	3,066,122	23.48%
04000	COUNSELING CENTER	2,206,823	662,476	30.02%
04200	PRETRIAL SERVICES	2,469,644	590,886	23.93%
04300	JUVENILE PUBLIC DEFENDER	984,303	220,032	22.35%
04500	JUVENILE COURT	23,190,920	4,621,726	19.93%
04700	EMERGENCY MEDICAL SERVICE	1,171,286	635,990	54.30%
04900	TRANSPORTATION & NATL RESOURCES	17,528,445		
	Less Indirect Personal Services	(213,667)		
	Total	<u>17,314,778</u>	<u>8,197,962</u>	47.35%
05400	CIVIL SERVICE COMMISSION	54,757	10,462	19.11%
05500	CRIMINAL JUSTICE PLANNING	1,357,733	284,285	20.94%
05800	HEALTH & HUMAN SERVICES	8,017,457	4,194,355	52.32%
	COMPOSITE RATE	<u>215,965,567</u>	<u>57,854,768</u>	26.79%

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**SAMUEL T. BISCOE**  
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

February , 2011

Mr. Randolph D. Muck, M.Ed.  
Chief, Targeted Populations Branch  
Center for Substance Abuse Treatment  
1 Choke Cherry Road  
Room 5-1097  
Rockville, MD. 20857

SUBJECT: Juvenile Treatment Drug Court -Substance Abuse and Mental Health Services Administration (SAMSHA) and the Center for Substance Abuse (CSAT) continuation grant IH9T1020920-01-Budget Revisions under 25% of the total project.

Dear Mr. Muck,

Per the request of the continuation application process, Travis County affirms that budget revisions have not exceeded 25% of the \$199,820 (total budget) for the first year of the project.

The department did request from CSAT a transfer \$15,885 (budget transfer of 8%) from Contractual services for the following:

- Two laptops with Microsoft Office for \$4,668 (\$2,234 each). The portability of the laptops will improve the staff's ability to collect data required for the grant (IE, GAIN results) as well as facilitate their documentation of the youth's participation in all aspects of the program.
- Urinalysis kits for \$4,800 (1,500 kits @ \$3.20) and urinalysis patches for \$1,667 (50 patches @ \$33). Staff will use the kits and patches to ensure the youth are not abusing drugs during their participation in the program.
- File Cabinets for \$1,000. The file cabinets will be used to secure all of the data collected for the duration of the grant.
- Bus passes for \$3,750 (2,500 passes @ \$1.50). Bus Passes will allow youth transportation to Drug Court, Probation Officer meetings, and scheduled treatment sessions.

CSAT approved the budget adjustment on January, 7, 2011 which included the budget transfer of \$15,885 from Contractual Services to the Equipment category for \$4,668 and the Supplies category for \$11,217.

Please contact Michael Williams at (512) 854-7011 for additional information.

Sincerely,

Samuel T. Biscoe  
County Judge  
Travis County

**CHECKLIST**

**NOTE TO APPLICANT:** This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application:  New  Noncompeting Continuation  Competing Continuation  Supplemental

**PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.**

- |  | Included                            | NOT Applicable                      |
|--|-------------------------------------|-------------------------------------|
| 1. Proper Signature and Date on the SF 424 (FACE PAGE) .....   | <input checked="" type="checkbox"/> |                                     |
| 2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690) |                                     |                                     |
| <input type="checkbox"/> Civil Rights Assurance (45 CFR 80) .....  |                                     |                                     |
| <input type="checkbox"/> Assurance Concerning the Handicapped (45 CFR 84) .....  |                                     |                                     |
| <input type="checkbox"/> Assurance Concerning Sex Discrimination (45 CFR 86) .....   |                                     |                                     |
| <input type="checkbox"/> Assurance Concerning Age Discrimination (45 CFR 90 & 45 CFR 91) .....   |                                     |                                     |
| 3. Human Subjects Certification, when applicable (45 CFR 46) .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**PART B: This part is provided to assure that pertinent information has been addressed and included in the application.**

- |  | YES                                 | NOT Applicable                      |
|--|-------------------------------------|-------------------------------------|
| 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? .....                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100) .....  | <input checked="" type="checkbox"/> |                                     |
| 3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)?.....  | <input checked="" type="checkbox"/> |                                     |
| 4. Have biographical sketch(es) with job description(s) been provided, when required?.....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included? ..... | <input checked="" type="checkbox"/> |                                     |
| 6. Has the 12 month narrative budget justification been provided? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. Has the budget for the entire proposed project period with sufficient detail been provided? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. For a Supplemental application, does the narrative budget justification address only the additional funds requested? .....                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. For Competing Continuation and Supplemental applications, has a progress report been included? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**PART C: In the spaces provided below, please provide the requested information.**

Business Official to be notified if an award is to be made

Prefix:  First Name:  Middle Name:   
 Last Name:  Suffix:   
 Title:   
 Organization:   
 Street1:   
 Street2:   
 City:   
 State:  ZIP / Postal Code:  ZIP / Postal Code4:   
 E-mail Address:   
 Telephone Number:  Fax Number:

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Prefix:  First Name:  Middle Name:   
 Last Name:  Suffix:   
 Title:   
 Organization:   
 Street1:   
 Street2:   
 City:   
 State:  ZIP / Postal Code:  ZIP / Postal Code4:   
 E-mail Address:   
 Telephone Number:  Fax Number:

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**PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.**

- (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)



### INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

### EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

The regulations at 45 CFR Part 100 were published in the Federal Register on June 24, 1983, along with a notice identifying the

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

**BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.**

**THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:**

**Civil Rights** – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).

**Handicapped Individuals** – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).

**Sex Discrimination** – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).

**Age Discrimination** – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).

**Debarment and Suspension** – Title 2 CFR part 376.

**Certification Regarding Drug-Free Workplace Requirements** – Title 45 CFR part 82.

**Certification Regarding Lobbying** – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).

**Environmental Tobacco Smoke** – Public Law 103-227.

**Program Fraud Civil Remedies Act (PFCRA)**

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## Project Narrative File(s)

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\* Mandatory Project Narrative File Filename:

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

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To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

## Project Progress Report

### **I. Description and explanation of changes, if any, made during this budget period affecting the following:**

#### **A. The original goals and objectives that our site proposed initially:**

**Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.**

**Objective 1:** Enhance the contracts of community based intensive outpatient treatment and service providers.

**GOAL 2: Enhance the Department's Day Treatment Program to effectively serve youth with co occurring disorders.**

**Objective 1:** Hire one Mental Health Treatment Coordinator.

**Objective 2:** Increase access to community based mental health services.

**Objective 3:** Initiate training on A-CRA/ACC and or /MET/CBT-5.

**Objective 4:** Implement the A-CRA/ACC and or /MET/CBT-5 model.

**GOAL 3: Administer the GAIN assessment tool.**

**Objective 1:** Continue the utilization of the GAIN with JTDC participants.

Travis County Juvenile Probation Department (TCJPD) has identified changes to the original implementation plan provided in the grant application. This site communicated the identified changes to Gwendolyn Simpson, Team Leader/Lead Grants Management Specialist with OJJDP. The changes were specific to the staff proposed to be hired through the grant.

Travis County Juvenile Probation Department implemented several organizational changes through our annual budget cycle after applying for this grant in May, 2009. The original grant budget proposed hiring a Mental Health Treatment Coordinator. The staffing needs of the Department regarding the grant requirements have changed since 2009. The department requested a Chemical Dependency Counselor (CDC) Sr. and a Juvenile Probation Officer (JPO) Lead position in order to best meet the expectations of the grant. On 1/28/2011, OJJDP approved these changes.

**The following goals and objectives that the department proposes in order to meet grant requirements:**

**Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.**

**Objective 1:** Enhance the contracts of community based intensive outpatient treatment and residential treatment service providers.

**GOAL 2: Enhance the Department's Day Treatment Program to effectively serve youth with co occurring disorders.**

**Objective 1:** Hire one Chemical Dependency Counselor (CDC) Sr. and Juvenile Probation Officer Lead.

**Objective 2:** Increase access to community based mental health services.

**Objective 3:** Initiate training on A-CRA/ACC

**Objective 4:** Implement the A-CRA/ACC

**GOAL 3: Administer the GAIN assessment tool**

**Objective 1:** Continue the utilization of the GAIN with JTDC participants

**B. Projected time line for project implementation**

Anticipated Timeframe	Activity	Completion Date	Person Responsible
2011 September October November December	2 <sup>nd</sup> year of project begins	September	N/A
	Services and interventions	Ongoing	Project Director & Juvenile Drug Court Team
	Staff training	Ongoing	Project Director & Clinical Supervisor
	Weekly Drug Court Staffings & Court Hearings	Wednesdays	Juvenile Drug Court Team
2012 January February March April May June July August	Administration of the GAIN assessment tool	Ongoing	Specialized Services Division Clinical Staff
	Administration of the GPRA tool	Ongoing	Project Director & Juvenile Probation Officers and Assistants
	Data collection and management	Ongoing	Project Director, Clinical Supervisor & Research Unit
	Webinars, Conference Calls, Meetings, Modules, Rapid Cycle Testing, Training	Ongoing	Fellows: Judicial, Project Director, Treatment, Juvenile Justice, & Community Engagement, Drug Court Team
	Juvenile Drug Court Graduation	TBA	Project Director & Juvenile Drug Court Participants
	Submit Quarterly & Annual Performance Reports	Ongoing	Juvenile Drug Court Project Coordinator
	Administration of the GAIN and GPRA follow-up tool	90 days after previous assessment	Specialized Services Division Clinical Staff, Project Director & Juvenile Probation Officers and Assistants
	Evaluation of the Juvenile Drug Court	Ongoing	Research Unit

**C. Approach and strategies proposed in the initially approved and funded application.**

This site has stayed consistent with the approach and strategies that we proposed in our initially funded application.

## **II. Report on progress relative to approved objectives, including progress on evaluation activities.**

This site has attended training in order to implement the objectives and received approval to hire staff to assist in order to meet grant expectations. The Travis County Juvenile Probation Department's Research Unit and the Project Director and Clinical Supervisor oversees the plan for the collection, management, analysis, interpretation and reporting of data as required. The Research Unit analyzes and tracks all data and information on each juvenile that is referred to the Department. Data obtained from administering the GAIN assessment and GPRA tool will be interpreted by the research unit to assist our department in identifying the needs of the population that we serve once the data is analyzed.

## **III. Summary of key program accomplishments to date and list progress**

### **CSAT/SAMHSA**

Travis County Juvenile Treatment Drug Court (JTDC) has to administer the Global Appraisal of Individual Needs (GAIN-I), Global Appraisal of Individual Needs-Monitoring 90(GAIN-M-90), Global Appraisal of Individual Needs-Treatment Satisfaction Index (GAIN-TxSI) and the Government Performance and Results Act (GPRA) tool to drug court participants in order to meet grant requirement for CSAT/SAMHSA. This site has been working diligently with Nicole Oretle, GAIN Project Coordinator, to implement these assessments or tools by participating in conference calls, attending training, and providing requested paperwork.

### **GAIN Implementation**

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the GAIN assessment tool to drug court participants. Travis County Juvenile Probation Department has one clinician, Eve Williams, Clinical Supervisor who has a Local Trainer Certification. This site has submitted the GAIN license agreement and the data sharing agreement to Chestnut during this reporting period. Eve Williams has also attended the GAIN National Training in Normal IL. This site is projected to begin administering the GAIN assessment to drug court participants in February 2011. The following is a list of activities that this site has completed during this reporting period to implement the GAIN:

- 11/15/2010 to 11/19/2010 Eve Williams, Clinician attended the GAIN National Training in Normal, IL.
- 12/2/2010, this site submitted the GAIN License Agreement to Chestnut Health Systems.
- 12/20/2010, Chestnut Health Systems signed the GAIN License Agreement.
  
- 12/7/2010, this site submitted the Chestnut Health Systems Data Agreement to Chestnut Health Systems.
- 12/20/10, Chestnut Health Systems signed the Data Sharing Agreement for our site.

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- Project Description, Gain ABS Request and Agency Setup, GAIN ABS User Information, Gain Usage Agreement, and Data Manager Information submitted to Chestnut via email on 1/20/2011.
- 1/21/2011 GAIN ABS Accounts were created for User Access Information for our site by Chestnut for Eve Williams, Mark Peterson, and Stacey Collins.
- 1/25/2011-1/28/2011 Cheryl Smith Evaluator attended the GAIN National Training in Normal IL.

### **Government Performance and Results Act (GPRA) tool implementation**

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the Government Performance and Results Act (GPRA) tool to drug court participants. The Travis County Casework Manager Kathy Smith/ Project Director for this grant and Juvenile Probation Officer III Chalundra Lewis have been trained on the GPRA tool and are projected to begin administering the GPRA assessment to drug court participants in February 2011. Travis County Juvenile Treatment Drug Court will administer the Government Performance and Results Act (GPRA) tool to all drug court participants at drug court entry.

**The following is a list of activities that this site has completed during this reporting period to implement the GPRA tool:**

- 11/29/2010, this site emailed the New CSAT Services Grantee Information Form to GRPA help desk.
- 11/30/2010, our site was given access to the CSAT website.
- GPRA tool will be administered to drug court participants in February 2011.

### **ACRA/ACC Training and Implementation**

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to initiate and implement the ACRA/ACC to drug court participants. On 1/9/2011 -1/13/2011 Eve Williams, Clinical Supervisor, and Stacey Collins clinician attended ACRA/ACC training in Albuquerque, New Mexico. They are working closely with their coach on a weekly basis to obtain certification.

### **Reclaiming the Futures Site Benchmark Expectations**

Travis County Juvenile Probation Department has been operating a Juvenile Justice Integrated Network (JJIN) since 1995 under a grant from the Center of Substance Abuse Treatment. The JTDC utilizes this JJIN and currently utilizes the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems. JTDC will be utilizing the Reclaiming the Futures Index Tool to evaluate the current JJIN in place in order to enhance the network and make necessary changes to strengthen the network. This site has taken steps during this reporting period by participating in conference calls, webinars, and attending training as instructed.

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## Conference Calls

- 10/18/2010, Gail Penney-Chapmond Director of Specialized Services Division and Kathy Smith Project Director participated on the Project Director's Conference Call.
- 10/21/2010, Gail Penney-Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Planner/ Evaluator Cheryl Smith, Stacey Collins Counselor participated on the Reclaiming The Futures GAIN Coaching Call with Nicole Oertle GAIN Project Coordinator.
- 10/28/2011, Barbara Swift Deputy Chief, Gail Penney-Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Eve Williams Clinical Supervisor participated in a GAIN Set up Conference call with Nicole Oertle GAIN Project Coordinator.
- 11/8/2010, Kathy Smith Project Director participated on the Project Director's Conference Call.
- 11/9/2010, the drug court team to include the Texanna Davis Judge, Director of Specialized Services Division Gail Penney-Chapmond, Project Director Kathy Smith, Juvenile Public Defender Ruben Castaneda, Assistant District Attorney Meg McGee, Eve Williams Clinical Supervisor, Case Management Jodi Snee, Juvenile Probation Officers Albert Aviles, Chalaundra Lewis, and Evita Holmes, Austin Independent School District (AISD) Liaison Margaret Bachicha were present for a new site conference call with the Reclaiming Futures Team to include: Cora Crary Learning Collaborative Manager, Laura Nissan National Program Director, Kari Collins Site Coach Miriam Patterson Leadership Program Manager, and Jim Carlton Deputy Director.
- 11/10/2010, Lisa Eichelberger Evaluator participated in a conference call for Evaluators with Barbara Estada GAIN Senior Clinical and Evaluation Consultant.
- 12/6/2010, Gail Penney-Chapmond, Director of Specialized Services Division and Project Director Kathy Smith participated in a conference call with Site Coach Kari Collins.
- 12/10/2010, Gail Penney –Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Eve Williams Clinical Supervisor, Stacey Collins Counselor, Planner/ Evaluator Cheryl Smith participated in an ACRA/ACC Orientation Conference call with Mark Godley and Christin Libernini Coordinators with Chestnut Health Systems.
- 1/13/2011, Kathy Smith Project Director participated in the Office Hours on Module 1, 2, and 3.
- 1/20/2011- Kathy Smith Project Director, and Lisa Eichelberger and Cheryl Smith, Evaluators participated on GAIN Coaching Call.
- 1/31/2011, Kathy Smith participated in a Conference call with Juvenile Justice Fellows.
- 2/7/2011, Kathy Smith Project Director participated in a Conference call with Coach Kari Collins and Treatment Fellows.

## Webinars

- 11/1/2010, Eve Williams observed the webinar on "Identifying and Engaging Reentry Mentors for Justice-Involved Youth".

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## **Training**

- 11/15/2010 to 11/19/2010 Eve Williams, Clinician attended the GAIN National Training in Normal, IL.
- 12/3/2010, Project Director Kathy Smith attended the Project Director meeting in Portland, Oregon.
- 12/13/2010 to 12/16/2010, Project Director Kathy Smith, Clinical Supervisor Eve Williams and Evaluator Lisa Eichelberger attended the JMATE Conference in Baltimore Maryland.

## **Fellows**

- 11/9/2010, the following fellows were identified for the grant: Judicial Fellow: Texanna Davis Judge, Kathy Smith Project Director, and Treatment Fellow: Eve Williams Clinical Supervisor.

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## Budget Narrative File(s)

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\* Mandatory Budget Narrative Filename:

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

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To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

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View Optional Budget Narrative

**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
Drug Court Expansion**

**BUDGET DETAIL WORKSHEET**

**Travis County Drug Treatment program**

(year 2)

A. Personnel Non Federal Costs In Kind costs			
Name/Position	Computation	Level of Effort	Cost
Chief Juvenile Probation Officer- Chief Estela Medina Project Director	6111.38 x 24 (pay periods)	2%	\$ 2,933
Case Work Manager-Kathy Smith- Project Manager	2486 x 24 (pay periods)	100%	\$ 59,664
<i>The Chief Juvenile Probation officer's effort is at 2%. The Chief oversees all programs of at the Travis County Juvenile Probation Department. The Case Work Manager's effort is 100%. She will be running the day to day operations of the program and assisting in the treatment plans of youth in the program.</i>			
<b>Total</b>			<b>\$ 62,597</b>

**B. Fringe Benefits in kind costs**

Name/Position	Annual Salary for the Positions (5% for Chief's effort)	Fringe Benefits Component Rate – Percentage of Salary	Cost of Fringe Benefits Component
<b>Chemical Dependency Counselor,</b>			
OASDI Contribution	\$ 2,933	6.2%	\$ 182
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 2,933	11.4%	\$ 336
FICA Medicare	\$ 2,933	1.5%	\$ 43
Workers Compensation (Clerical	\$ 2,933	0.2%	\$ 6
<b>Case Work Manager</b>			
	\$ 59,664	6.2%	\$ 3,699
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 59,664	11.4%	\$ 6,826
FICA Medicare	\$ 59,664	1.5%	\$ 865
Workers Compensation (Law Enforcement Workers Compensation factor)	\$ 59,664	1.3%	\$ 801
<i>The Chief Juvenile Probation officer's effort is at 2% while the case work manager's effort is 100%. The is 100%. Benefits calculations are standard county benefits for all employees.</i>			
<b>Total</b>			<b>\$ 27,845</b>
<b>Total Personal and Fringe</b>			<b>\$ 90,442</b>

**C. Travel Costs**

Travel Purpose	Travel Location	Travel Item	Travel Item Rate	Travel Item Cost
Mandatory Training	TBD	Meals	\$34 a day @ 4 days for 5 staff	\$ 680.00
Mandatory Training		Lodging	\$200 a day @ 4 days for 5 staff	\$ 4,000.00
Mandatory Training		Airfare	\$400 a ticket for 5 staff	\$ 2,000.00
Mandatory Training		Ground Transportation	2 cars @ \$35.25 each for 4 days	\$ 282.00

**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
Drug Court Expansion**

Mandatory Training	TBD	Meals	\$34 a day @ 3 days for 2 staff	\$ 204.00
Mandatory Training		Lodging	\$200 a day @ 3 days for 2 staff	\$ 1,200.00
Mandatory Training		Airfare	\$400 a ticket for 2 staff	\$ 800.00
Mandatory Training		Ground Transportation	2 cars @ \$41.50 a day for 3 days	\$ 249.00
<i>Mandatory Training as requested by SAMHSA/CSAT.</i>				
<b>Total</b>				<b>\$ 9,415</b>

**D. Supplies**

Other Costs	Item costs	number of units	Total other Costs
Office Supplies	\$ 1,000	day to day operations	\$ 1,000
Urinalysis Kits	\$ 3.20	1500	\$ 4,800
Urinalysis Patches	\$ 33.34	50	\$ 1,667
Bus Passes	\$ 1.50	2500	\$ 3,750
<i>Office Supplies are for day to day operations which may include paper, pencils, file cabinets, etc. The Urinalysis kits and patches are for Staff to test youth to ensure success in their treatment plans. Bus passes would allow youth transportation to Drug Court, Probation Officer meetings, and scheduled treatment sessions.</i>			
<b>Total</b>			<b>\$ 11,217</b>

**E. Contractual Costs**

Contract Agency/Organization	Contract Service	Contract Amount
Substance Abuse Treatment	Provide at least 60 youth in the program with substance abuse treatment. Rates to be determined	\$ 166,682
<i>Contractual Agreement with various substance abuse treatment providers (community partners within the Juvenile Justice Integrated Network (JJIN) will includes residential treatment, intensive outpatient treatment, individual treatment and case management services. The JJIN will be involved in the treatment initiation; treatment engagement and completion phase of the Reclaiming Future Model. The potential contractual partners are Changing How I Live Life, Providence, Clean Investments, Nexus, Austin Child Guidance Center, etc. See attached rate sheet. The Urinalysis Patches are to test youth to ensure success in their treatment plans.</i>		
<b>Total</b>		<b>\$ 166,682</b>

**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
Drug Court Expansion**

**H. Other Costs**

Other Costs	Item costs	number of units	Total other Costs
CRA/ACC -Education costs, Certification and Technical assistance	\$ 1,000	3	\$ 3,000
MET/CBT -Education costs, Certification and Technical assistance	\$ 1,000	4	\$ 4,000
<i>CRA/ACC training costs which include the actual for education, certification, and technical assistance. Training costs are for 3 staff. MET/CBT education costs include the actual for education, certification, and technical assistance. Training costs for 4 staff.</i>			
<i>Total</i>			\$ 7,000

**I. Indirect Costs**

Indirect Costs	Total Federal Budget	Indirect Cost Rate	Total indirect costs
Indirect Cost (Year 2)	\$ 194,314	2%	3,886
<i>The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>			
<i>Total</i>			\$3,886

**Budget Summary**

Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ 9,415
D. Equipment	\$ -
E. Supplies	\$ 11,217
F. Construction	\$ -
G. Consultants/Contracts	\$ 166,682
H. Other	\$ 7,000
<b>Total Direct Costs</b>	\$ 194,314
I. Indirect Costs	\$ 3,886
<b>TOTAL FEDERAL PROJECT COSTS</b>	\$ 198,200
Federal Request	\$ 198,200
Non-Federal Amount In Kind costs	\$ 90,442
<b>TOTAL PROJECT COSTS</b>	\$ 288,642

**Other Budget Information**  
**Travis County Juvenile Probation's Application-4 year Cash Forecast**  
**SAMHSA TREATMENT**

OBJECT CLASS CATEGORIES	Revised Budget				TOTAL
	Year 1	Year 2	Year 3	Year 4	
<b>A. Travel</b>					
BJA training					
Meals for Training	\$884	\$884	\$680	\$680	
Lodging	\$5,200	\$5,200	\$4,000	\$4,000	
Air Fare	\$2,800	\$2,800	\$2,000	\$2,000	
Ground Transportation	\$531	\$531	\$282	\$282	
Mileage	\$0	\$0	\$0	\$0	
	<u>\$9,415</u>	<u>\$9,415</u>	<u>\$6,962</u>	<u>\$6,962</u>	\$32,754
<b>D. Equipment</b>					
Dell Laptops with docking stations	\$4,030	\$0	\$0	\$0	
software	\$638	\$0	\$0	\$0	
Budget for 2 additional staff:	\$0	\$0	\$0	\$0	
Network	\$0	\$0	\$0	\$0	
	<u>\$4,668</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$4,668
<b>E. Supplies</b>					
Cabinets	\$1,000	\$0	\$0	\$0	
Office Supplies		\$1,000			
UA patches	\$1,667	\$1,667	\$0	\$0	
Bus Passes	\$3,750	\$3,750	\$0	\$0	
UA Kits	\$4,800	\$4,800	\$0	\$0	
	<u>\$11,217</u>	<u>\$11,217</u>	<u>\$0</u>	<u>\$0</u>	\$22,434
<b>B. Contractual</b>					
Urinalysis Patches	\$0	\$0	\$0	\$0	
Substance Abuse Treatment	\$163,602	\$166,682	\$181,887	\$182,087	
	<u>\$163,602</u>	<u>\$166,682</u>	<u>\$181,887</u>	<u>\$182,087</u>	\$694,258
<b>C. Other</b>					
Seminars/Certifications	\$7,000	\$7,000	\$7,000	\$7,000	
	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	\$28,000
<b>Total Direct Charges</b>	<u>\$195,902</u>	<u>\$194,314</u>	<u>\$195,849</u>	<u>\$196,049</u>	<u>\$782,114</u>
<b>Total Indirect Charges</b>	<u>\$3,918</u>	<u>\$3,886</u>	<u>\$3,917</u>	<u>\$3,921</u>	<u>\$15,642</u>
<b>Total</b>	<u>\$199,820</u>	<u>\$198,200</u>	<u>\$199,766</u>	<u>\$199,970</u>	<u>\$797,756</u>
<b>Categories</b>					
Personnel	\$0				
Operating costs	\$777,446				
Capital Equipment	\$4,668				
indirect costs	\$15,642				
<b>Total</b>	<u>\$797,756</u>				

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Center for Mental Health Services  
Center for Substance Abuse Prevention  
Center for Substance Abuse Treatment  
Rockville MD 20857

**DESIGNATION OF CENTRAL E-MAIL ADDRESS FOR  
SAMHSA NOTICE OF AWARD (NoA)**

**The Notice of Award can now be sent electronically to grantees. If you have not done so already, please remember to submit the attached form with your application to enable this feature.**

Dear **Grants Management Specialist** Hope Snowden

(Name)

1. **SAMHSA Grant No.:** IH79TIO20920-01

2. **Name of Grantee Organization:** County of Travis

3. **HHS 12 Digit EIN on NOA:**  
1746000192A3

4. **Central E-mail Address:**  
estela.medina@co.travis.tx.us

**Please remember the e-mail address you provide should be valid for the life of the grant. Only one e-mail address can be assigned to an organization.**

\_\_\_\_\_  
**Authorized Representative\***

\_\_\_\_\_  
March 1, 2011

**Date**

\*Authorized Representative is the individual who signed **Section 21 - A** of the Application for federal Assistance SF-424 in the Grant Application PHS 5161-1.

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**ASSURANCE  
of Compliance with SAMHSA Charitable Choice  
Statutes and Regulations  
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND  
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## **LIST of CERTIFICATIONS**

### **1. CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

### **2. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

### **3. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Department of Health and Human Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS mission to protect and advance the physical and mental health of the American people.

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

### ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official (please print or type)

Please mail form to:  
U.S. Department of Health & Human Services  
Office for Civil Rights  
200 Independence Ave., S.W.  
Washington, DC 20201

\_\_\_\_\_  
Name of Healthcare Facility Receiving/Requesting Funding

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

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# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES



## GRANT APPLICATION

For use by:

- State and Local Government Applicants
- Nongovernmental Applicants for Health Services Projects

FORM HHS-5161-1  
(Revised 8/2007)

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## GENERAL INFORMATION AND INSTRUCTIONS FOR GRANT APPLICATION (FORM HHS-5161-1, Revised 8/2007)

### INTRODUCTION

This application form, the HHS 5161-1, is used for a variety of grant programs administered by the U.S. Department of Health and Human Services (HHS). The basic format (Standard Form 424) is prescribed by OMB Circular A-102 for use by State and local government applicants. The HHS-5161-1 is also intended for use by nongovernmental applicants seeking support for health services projects.

The application consists of this section, General Information and Instructions, followed by seven additional sections which comprise the standard application.

This section contains information about HHS policies and procedures.

The second section, the SF-424, is the face page of the application which requests basic information about the applicant and the project.

The third section, Budget Information (non-construction or construction) requests information on the applicant's financial plan for carrying out the project or program. Both the Federal and non-Federal shares are to be included in the financial plan. The application kit contains budget forms for both non-construction (SF-424A) and construction (SF-424C) projects or programs. Please be sure that you use the correct form.

The fourth section, Assurances (non-construction or construction) sets forth certain requirements with which applicants must certify that they will comply if a grant is awarded. The application kit includes assurances for both non-construction (SF-424B) and construction (SF-424D) projects or programs. Please be sure that you submit the correct assurance form.

The fifth section, Certifications, sets forth certain requirements for grantees which have been legislatively implemented since the SF-424 assurances pages were last revised.

The sixth section, Program Narrative, requests the applicant to describe the objectives of the program and to relate how those objectives will be attained. For projects funded beyond the first year, this section is used to describe the objectives and activities to be undertaken during the next period of support and also as a progress or performance report for activities previously undertaken.

The seventh section is the Checklist, which must be included with all applications. The Checklist is designed to ensure that the applicants have submitted all necessary forms associated with the application kit.

The eighth and last section is the Project Abstract Summary. The Project Abstract must contain a summary of the proposed activity, which will be published for public dissemination. It should be a self-contained description of the project and should include a statement of objectives and methods to be employed.

Before completing the application, it is advisable to refer to program guidelines provided with the application kit. The kit may also contain supplementary instructions pertaining to unique program requirements set forth in legislation or regulations.

For additional information about, or copies of, material referred to in this application; contact the grants management office which supplied the application kit. Comments concerning the accuracy of the burden estimates for the Program Narrative and the Checklist and any suggestions for reducing this burden should be addressed to:

HHS Reports Clearance Officer  
200 Independence Avenue, SW  
Humphrey Building, Room 531H  
Washington, DC 20201  
Attention: PRA (0990-0317)

**NOTE:** The grant application which you are submitting may be subject to the reporting requirements of the Public Health System Impact Statement. Consult the Program Announcement or the Grants Management Officer for the program to which you are applying for additional information.

### TYPES OF APPLICATIONS

The Form HHS-5161-1 may be used for any of the following types of applications:

1. **New** - A new application is a request for financial assistance for a project or program not currently receiving HHS support. If recommended for approval it must compete with other new applications, competing continuation applications, and competing supplemental applications for any available funds in accordance with Federal awarding office funding priorities. A complete submission of all information requested, including budget justification, is required for all new applications.

- 2. Noncompeting Continuation** - A noncompeting continuation application is a request for support beyond the initial budget period<sup>1</sup> within a previously approved project period<sup>2</sup>. These applications do not compete with other applications, and the level of support is determined by the awarding office after considering the previously recommended level of support and the progress achieved on the project.

A complete resubmission of the material contained in the initially approved application is not necessary, but the continuation application should include: a detailed justification, as necessary; information on the qualifying experience of key personnel added since the previous application; a report of progress relative to approved objectives; and a narrative discussing any significant changes to the originally approved project plan. Refer to Item 6(b) in the Program Narrative instructions, and to program guidelines for additional guidance on preparing the progress report.

- 3. Competing Continuation** - A competing continuation application is a request for the extension of support for one or more budget periods of a project which would otherwise expire. These applications are subject to the same review and analysis as new applications and they compete for available funds with other competing continuation applications, new applications, and competing supplemental applications. The information requirements applicable to competing continuation applications are the same as those that apply to new applications except that competing continuation applications must also include a progress report as described under Item 6(b) of the Program Narrative section.
- 4. Supplemental** - A supplemental application is a request for additional funding within an approved budget period for program expansion or administrative increases. Applications for funds to expand the scope of the project are subject to the same review procedures as new or competing continuation applications. Applications for funds to meet increases in costs incurred during a current budget period (such as increases in fringe benefits, salaries, or other project costs not included in the previous application) are generally

noncompeting, but are subject to the approval of the awarding office and the availability of funds.

A supplemental application must justify the need for the additional funds. It should describe how the supplemental award, or lack of it, would influence program results.

On the budget page(s), show only the supplemental funds requested, and any matching/cost participation amounts (as appropriate). As part of the budget justification, include a statement as to whether any changes have been made or are anticipated in the allocation of funds among categories for the previously approved budget.

## PROJECT DEVELOPMENT

All new applicants are urged to discuss their interests and ideas for developing projects early in the planning stage with State, regional, and local planning agencies and/or health departments. Community support should be assured by providing opportunities for public and private participation in the planning and development phases. When applicable, comments must be sought from State Single Points of Contact in accord with requirements under Executive Order 12372 as implemented by HHS regulations at 45 CFR Part 100 (see checklist instructions).

Staff members of the administering office from which funds are being requested are also available to assist applicants.

## COMPLETING THE APPLICATION

In preparing the application, use English language and avoid jargon. Using a computer or typewriter, printed material must use black ink and be single spaced where possible. Instructions for completing the pages of the form are included with the form or on supplemental pages. If more space is needed than is provided, use a blank sheet of paper to complete the item, using the identical format. Clearly identify the continuation page as such, and the information item(s) contained thereon, and attach the page after the appropriate page of the application.

Computer generated reproductions may be substituted for any of the forms provided in this packet. Such substitute forms should be printed in black ink and must maintain the exact wording and format of the government-printed forms, including all captions and spacing. Any deviation may be grounds for HHS to reject the entire application.

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<sup>1</sup>Budget Period - The interval of the time (usually 12 months) into which the project period is divided for funding and reporting purposes.

<sup>2</sup>Project Period - The total time for which support of a project has been programmatically approved. A project period may consist of one or more budget periods

## ASSEMBLING AND MAILING

To facilitate review and processing of the application by the awarding office, all pages should be numbered and preceded by a table of contents. Assemble the application with a cover letter on top indicating the specific program for which you are applying, followed by a table of contents, the printed forms, the program narrative, biographical sketches, and any remaining documents. If the application is submitted by paper, completed forms should be signed in ink by an authorized official of the applicant organization and duplicated in accord with applicable requirements of the funding opportunity announcement. Applications may also be submitted electronically via [www.grants.gov](http://www.grants.gov) (Grants.gov), as noted in the funding opportunity announcement. Mail completed applications to the appropriate grants management office (unless other instructions have been provided) in time to meet the deadline date for receipt established by the awarding office.

## ACKNOWLEDGMENT

Applicants should use their delivery receipt as confirmation of receipt by HHS. If application is submitted via Grants.gov, an email to acknowledge successful submission will be sent to the authorized organization representative (AOR).

## LATE APPLICATIONS

### New/Competing Continuation

Applications will be considered to be "on time" if they are received on or before the deadline date established by the awarding office, which is included in the funding opportunity announcement. Applicants should request a legibly dated U.S. Postal Service postmark or obtain a legibly dated receipt and delivery confirmation from a commercial carrier or the U.S. Postal Service. Private metered postmarks shall not be acceptable as proof of timely mailing. Late competing applications not accepted for processing may either be returned to the applicant or held for the next regularly scheduled review cycle.

### Noncompeting Continuation

Applications which are not received in time to permit orderly review, processing, and award issuance on or before the beginning date of the continuation budget period, may result in: (1) an extension of the current budget period *without additional Federal funds*, and (2) a delay in the beginning date of the new budget period.

## NONCONFORMING APPLICATIONS

Applications which are determined to be non-responsive shall not be accepted for processing and shall be returned to the applicant. A grant application may be classified as non-responsive if it does not meet the requirements of the funding opportunity announcement to which it is responding.

## APPLICATION REVIEW

Applications will be evaluated and rated according to criteria and priorities which are established for the particular grant program involved and which are described in the funding opportunity announcement and any respective program guidelines.

## UNSUCCESSFUL APPLICANTS

After a decision has been reached either to disapprove or not fund a grant application during a given review cycle, a written notice shall be sent to the unsuccessful applicant (sent to the authorized official within 30 days after that decision).

## PRIVACY ACT

The Privacy Act of 1974 (5 U.S.C. § 552a) gives individuals the right of access to information concerning themselves and provides a mechanism for correction or amendment of such records. The Privacy Act also provides for protection of information pertaining to an individual, but it does not prevent disclosure of such information if its release is required under the Freedom of Information Act. The Privacy Act requires that a Federal agency must advise each individual whom it asks to supply the information (1) of the authority which authorizes the solicitation, (2) whether disclosure is voluntary or mandatory, (3) the principal purpose or purposes for which the information is to be used, (4) the use outside the agency which may be made of the information, and (5) the effects on the individual, if any, of not providing all or any part of the requested information.

HHS is requesting the information called for in this application pursuant to its statutory authority to award grants. Provision of the information requested is entirely voluntary. The collection of this information is for the purpose of aiding in the review of applications prior to grant award decisions and for management of HHS programs. Insufficient information may hinder HHS' ability to review applications, monitor grantee performance, or perform overall management of grant programs.

This information will be used within the Department of Health and Human Services, and may also be disclosed outside the Department as permitted by the Privacy Act, including disclosures to the public as required by the Freedom of Information Act, to the Congress, the National Archives, the Bureau of the Census, law enforcement agencies upon their request, the General Accounting Office, and pursuant to court order. It may also be disclosed outside the Department, if necessary, for the following purposes:

1. To the cognizant audit agency for auditing.
2. To the Department of Justice as required for litigation.
3. To a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of that individual.
4. To qualified experts not within the definition of Department employees as prescribed in the Department's regulations [45 CFR Part 5(b)(2)] for their opinions, as part of the application review process.
5. To a Federal agency in response to its request, in connection with the letting of a contract, or the issuance of a license, grant, or other benefit by the requesting agency, to the extent that the record is relevant and necessary to the requesting agency's decision on the matter.
6. To individuals and organizations deemed qualified by HHS to carry out specific research related to the review and award processes of HHS.
7. To organizations in the private sector with whom HHS has contracted for the purpose of collating, analyzing, aggregating, or otherwise refining records in a system. Relevant records will be disclosed to such a contractor. The contractor shall be required to maintain Privacy Act safeguards with respect to such records.
8. To the grantee institution relative to performance or administration under the terms and conditions of the award.

### **FREEDOM OF INFORMATION ACT**

The Freedom of Information Act and the associated Public Information Regulations (45 CFR Part 5) of HHS require the release of certain information regarding grants requested by any member of the public. The intended use of the information will not be a criterion for release. Grant applications and grant related reports are generally available for inspection and copying except that information considered as an unwarranted invasion of personal privacy will not be disclosed. For specific guidance on the availability of information, refer to 45 CFR Part 5.

**Application for Federal Assistance SF-424**

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	*If Revision, select appropriate letter(s): <input type="text"/> *Other (Specify) <input type="text"/>
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*3. Date Received: <input type="text"/>	4. Applicant Identifier: IH79TI020920-01
--	---

5a. Federal Entity Identifier <input type="text"/>	*5b. Federal Award Identifier: <input type="text"/>
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**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: TX-1-201021-0006-50
---	--

**8. APPLICANT INFORMATION**

\*a. Legal Name: Travis County Juvenile Probation

*b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000192	*c. Organization DUNS: 030908842
--	-------------------------------------

**d. Address**

\*Street1: 2515 South Congress  
 Street2:  
 \*City: Austin  
 County/Parish: Travis  
 \*State: Texas  
 Province:  
 \*Country: USA  
 \*Zip/Postal Code: 78704-5513

**e. Organizational Unit**

Department Name: Juvenile Probation	Division Name: Special Services
--	------------------------------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Ms. \*First Name: Estela  
 Middle Name: P.  
 \*Last Name: Medina  
 Suffix:

Title: Chief Juvenile Probation Officer

Organizational Affiliation:

\*Telephone Number: 512-854-7069 Fax Number: 512-854-7071 62

\*Email: estela.medina@co.travis.tx.us

**Application for Federal Assistance SF-424**

**9. Type of Applicant 1: Select Applicant Type:**

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify)

**10. Name of Federal Agency:**

Substance Abuse and Mental Health Services Administration/Center for Substance Abuse Treatment

**11. Catalog of Federal Domestic Assistance Number**

92.243

CFDA Title:

Substance Abuse and Mental Health Services projects of Regional and National Significance

\*12. Funding Opportunity Number:

SAMHSA CONT11-02

\*Title:

SAMHA 2011 Continuations Due March 4

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Austin, Texas/Travis County

**15. Descriptive Title of Applicant's Project:**

Juvenile Treatment Drug Court

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Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant

TX-010

b. Program/Project

TX-010

Attach an additional list of Program/Project Congressional Districts if needed:

**17. Proposed Project:**

\*a. Start Date:

09/30/2011

b. End Date:

09/29/2012

**18. Estimated Funding(\$):**

\*a. Federal

\$797,756

\*b. Applicant

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL

\$797,756

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

\*20. Is the Applicant Delinquent on Any Federal Debt? (If "Yes", provide explanation in attachment.)

 Yes  No

If "Yes", provide explanation and attach.

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**a. Authorized Representative**

Prefix: Judge

\*First Name:

Samuel

Middle Name: T.

Last Name: Biscoe

Suffix:

\*Title: County Judge

\*Telephone Number:

512-854-9555

Fax Number:

512-854-9536

\*Email:

sam.biscoe@co.travis.tx.us

\*Signature of Authorized Representative:

Date Signed:

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**Application for Federal Assistance SF-424**

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

[Empty text input area for Applicant Federal Debt Delinquency Explanation]

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**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item	Entry:	Item	Entry:
1.	<b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	<b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award      B. Decrease Award C. Increase Duration    D. Decrease Duration E. Other (specify)</li> </ul>	12.	<b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.	15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
4.	<b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	<b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.	16.	<b>Congressional Districts Of:</b> (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
5b.	<b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.		
7.	<b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <p>a. <b>Legal Name:</b> (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</p> <p>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-444444.</p> <p>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</p> <p>d. <b>Address:</b> Enter the complete address as follows: Street address (Line</p>	17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
		18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.

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	<p>1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</p> <p><b>e. Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.</p> <p><b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</p>	19.	<p><b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>		
		20.	<p><b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p>If yes, include an explanation on the continuation sheet.</p>		
9.	<p><b>Type of Applicant: (Required)</b> Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0"> <tr> <td data-bbox="170 619 544 1211"> <p>A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority</p> </td> <td data-bbox="544 619 885 1211"> <p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p> </td> </tr> </table>	<p>A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p>	21.	<p><b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>
<p>A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p>				

### BUDGET INFORMATION - Non- Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Travis County Juvenile Probation Treatment Drug Court		\$	\$	\$ 198,200	\$	\$ 198,200
2.		\$	\$	\$	\$	\$ 0.00
3.		\$	\$	\$	\$	\$ 0.00
4.		\$	\$	\$	\$	\$ 0.00
5. TOTALS		\$ 0.00	\$ 0.00	\$ 198,200	\$	\$ 198,200
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) Travis County Juvenile Probation Treatment Drug Court	(2)	(3)	(4)		
a. Personnel	\$	\$	\$	\$	\$ 0.00	
b. Fringe Benefits	\$	\$	\$	\$	\$ 0.00	
c. Travel	\$ 9,415	\$	\$	\$	\$ 9,415	
d. Equipment	\$	\$	\$	\$	\$ 11,217	
e. Supplies	\$ 11,217	\$	\$	\$	\$ 0.00	
f. Contractual	\$ 166,682	\$	\$	\$	\$ 166,682	
g. Construction	\$	\$	\$	\$	\$ 0.00	
h. Other	\$ 7,000	\$	\$	\$	\$ 7,000	
i. Total Direct Charges (sum of 6a -6h)	\$ 194,314	\$ 0.00	\$ 0.00	\$ 0.00	\$ 194,314	
j. Indirect Charges	\$ 3,886	\$	\$	\$	\$ 3,886	
k. TOTALS (sum of 6i and 6j)	\$ 198,200	\$ 0.00	\$ 0.00	\$ 0.00	\$ 198,200	

7. Program Income	\$	\$	\$	\$	\$ 0.00
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<b>SECTION C - NON-FEDERAL RESOURCES</b>				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. match funds are not required for this grant	\$	\$	\$	\$ 0.00
9.	\$	\$	\$	\$ 0.00
10.	\$	\$	\$	\$ 0.00
11.	\$	\$	\$	\$ 0.00
12. TOTALS (sum of lines 8 and 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

<b>SECTION D - FORECASTED CASH NEEDS</b>					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 198,200	\$ 30,000	\$ 49,200	\$ 59,000	\$ 60,000
14. Non- Federal	\$ 0.00	\$	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

<b>SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT</b>				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$ 198,200	\$ 199,766	\$ 199,970	\$
17.	\$	\$	\$	\$
18.	\$	\$	\$	\$
19.	\$	\$	\$	\$
20. TOTALS (sum of lines 16 -19)	\$ 198,200	\$ 199,766	\$ 199,970	\$ 0.00

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges: See budget narrative and worksheets	22. Indirect Charges: See attached indirect cost calculation. Provisional charges
--	--

23. Remarks  
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# A COST ALLOCATION PLAN

*for*

## TRAVIS COUNTY, TEXAS FY 2009 OMB A-87 COST ALLOCATION PLAN

Based on Actual Expenditures  
For the Fiscal Year Ending September 30, 2009

© MAXIMUS, INC. 2010  
*Helping Government Serve the People*  
1452 Hughes Road, Suite 325  
Grapevine, Texas 76051  
(972) 490-9990

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TRAVIS COUNTY, TEXAS  
INDIRECT COST RATES  
ACTUAL FISCAL YEAR 2009

DEPT. NO.	NAME	2009 SALARIES	FY 2009 INDIRECT ALLOCATION SCHEDULE A	2011 INDIRECT RATE
03000	JUSTICE OF PEACE 5	714,057	226,651	31.74%
03100	CONSTABLE 1	1,027,938	234,086	22.77%
03200	CONSTABLE 2	1,453,966	332,258	22.85%
03300	CONSTABLE 3	1,375,671	386,840	28.12%
03400	CONSTABLE 4	834,550	217,742	26.09%
03500	CONSTABLE 5	2,691,082	690,294	25.65%
03701	SHERIFF	82,127,382	13,702,086	16.68%
03800	MEDICAL EXAMINER	2,317,795	730,778	31.53%
03900	COMMUNITY SUPERVISION & CORRECTION	13,055,712	3,066,122	23.48%
04000	COUNSELING CENTER	2,206,823	662,476	30.02%
04200	PRETRIAL SERVICES	2,469,644	590,886	23.93%
04300	JUVENILE PUBLIC DEFENDER	984,303	220,032	22.35%
04500	JUVENILE COURT	23,190,920	4,621,726	19.93%
04700	EMERGENCY MEDICAL SERVICE	1,171,286	635,990	54.30%
04900	TRANSPORTATION & NATL RESOURCES	17,528,445		
	Less Indirect Personal Services	(213,667)		
	Total	<u>17,314,778</u>	<u>8,197,962</u>	47.35%
05400	CIVIL SERVICE COMMISSION	54,757	10,462	19.11%
05500	CRIMINAL JUSTICE PLANNING	1,357,733	284,285	20.94%
05800	HEALTH & HUMAN SERVICES	8,017,457	4,194,355	52.32%
	COMPOSITE RATE	<u>215,965,567</u>	<u>57,854,768</u>	26.79%

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## INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a - k of Section B.

### Section A. Budget Summary Lines 1 - 4, Columns (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

### Lines 1 - 4, Columns (c) through (g.)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

### Lines 1 - 4, Columns (c) through (g.) (continued)

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in column (e) the amount of the increase or decrease of Federal Funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

**Line 5** - Show the totals for all columns used.

### Section B. Budget Categories

In the column heading (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1 - 4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6a-i** - Show the totals of Lines 6a to 6h in each column.

**Line 6j** - Show the amount of indirect cost.

**Line 6k** - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount.

## INSTRUCTIONS FOR THE SF-424A (Continued)

### Line 7 - (continued)

Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

### Section C. Non-Federal Resources

**Lines 8 - 11** - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the contribution to be made by the applicant.

**Column (c)** - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b) - (e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

### Section D. Forecasted Cash Needs

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

### Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

**Lines 16 - 19** - Enter in Column (a) the same grant program titles shown in column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

**Line 20** - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

### Section F. Other Budget Information

**Line 21** - Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations or comments deemed necessary.

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## BUDGET INFORMATION - Construction Programs

*NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case you will be notified.*

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a- b)
1. Administrative and legal expenses	\$ .00	\$ .00	\$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ .00	\$ .00	\$ 0.00
3. Relocation expenses and payments	\$ .00	\$ .00	\$ 0.00
4. Architectural and engineering fees	\$ .00	\$ .00	\$ 0.00
5. Other architectural and engineering fees	\$ .00	\$ .00	\$ 0.00
6. Project inspection fees	\$ .00	\$ .00	\$ 0.00
7. Site work	\$ .00	\$ .00	\$ 0.00
8. Demolition and removal	\$ .00	\$ .00	\$ 0.00
9. Construction	\$ .00	\$ .00	\$ 0.00
10. Equipment	\$ .00	\$ .00	\$ 0.00
11. Miscellaneous	\$ .00	\$ .00	\$ 0.00
12. SUBTOTAL (sum of lines 1- 11)	\$ 0.00	\$ 0.00	\$ 0.00
13. Contingencies	\$ .00	\$ .00	\$ 0.00
14. SUBTOTAL	\$ 0.00	\$ 0.00	\$ 0.00
15. Project (program) income	\$ .00	\$ .00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 0.00	\$ 0.00	\$ 0.00
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share). Enter the resulting Federal share.  Enter eligible costs from line 16c Multiply X (include decimal point in number) _____			\$ 0.00

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## INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.- If this is an application for a "New" project, enter the total estimated cost of each of the items listed on the lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c. - This is the net of lines 1 through 16 in columns "a." and "b."

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Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of the government. Allowable legal costs are generally only those associated with the purchase of the land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product in line 17.

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## PROGRAM NARRATIVE

**Public Burden Statement:** Public reporting burden of this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC, Project Clearance Officer, 1600 Clifton Road, MS D-24, Atlanta, GA 30333, ATTN: PRA (0920-0428). Do not send the completed form to this address.

Prepare the program narrative statement in accordance with the following instructions for all new and competing continuation applications. Noncompeting continuation applications and requests for changes to an approved project should respond to Item 6(b) only. Requests for supplemental assistance should respond to Item 6(c) only.

The Program Narrative provides a major means by which the application is evaluated and ranked to compete with other applications for available funds. It should be concise and complete and should address the activity for which Federal funds are requested. Supporting documents should be included where they can present information clearly and succinctly. Cross-referencing should be used rather than repetition. PHS is particularly interested in specific factual information and statements of measurable goals in quantitative terms. Narratives are evaluated on the basis of substance, not length. Extensive exhibits are not required. (Supporting information concerning activities which will not be directly funded by the grant or information which does not directly pertain to an integral part of the grant-funded activity should be placed in an appendix.) Pages should be numbered for easy reference, continuing the numerical sequence of the printed form.

### 1. PROJECT DESCRIPTION

Because many and varied programs employ this application form, it is not possible to provide specific guidance for developing a project description which would be appropriate in all cases. One aspect of the description that is applicable to all proposals, however, is the requirement that all project information described in this part relate directly to the budget information requested. The budget consists of the funds (both Federal and non-Federal)

which the applicant estimates are required to carry out activities under the proposed project. (A narrative budget justification must also be provided; see *Budget Narrative*, below.)

Applicants must clearly identify the physical, economic, social, financial, institutional, or other problem(s) requiring a solution. The need for assistance must be demonstrated and the principal and subordinate objectives of the project must be clearly stated; supporting documentation or other testimonies from concerned interests other than the applicant may be included. Any relevant data based on planning studies should be included or referenced in footnotes.

In developing the narrative, the applicant may volunteer or be requested to provide information on the total range of health programs currently conducted and supported (or to be initiated), some of which may be outside the scope of the program announcement.

Applicants are encouraged to provide information on their organizational structure, staff, related experience, and other information considered to be relevant. Awarding offices use this and other information to determine whether the applicant has the capability and resources necessary to carry out the proposed project. It is important, therefore, that this information be included in the application. It is equally important that the narrative distinguish between applicant resources which are directly related to the proposed budget and those which will not be used in support of the specific project for which funds are requested.

### 2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, when applying for a grant to establish a neighborhood health center, provide a description of who will occupy the facility, how the facility will be used, and how the facility will benefit the general public.

### 3. APPROACH

- (a) Outline a plan of action which describes the scope and detail of how the proposed work will be accomplished for each grant program, function or activity provided in the budget. Cite factors which might accelerate or decelerate the work and state your reason for takings this

approach rather than others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.

- (b) Provide quantitative monthly or quarterly projections of the accomplishments to be achieved for each grant program, function or activity in such terms as the number of people to be served and the number of patients to be treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.
- (c) Identify the kinds of data to be collected and maintained.
- (d) List organizations, cooperating entities, consultants, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

#### 4. EVALUATION

Provide a narrative addressing how you will evaluate 1) the results of your project, and 2) the conduct of your program.

In addressing the evaluation of results, state how you will determine the extent to which the program has achieved its stated objectives and the extent to which the accomplishment of objectives can be attributed to the program. Discuss the criteria to be used to evaluate results and successes; explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 (above) are being achieved.

With respect to the conduct of your program, define the procedures you will employ to determine whether the program is being conducted in a manner consistent with the work plan you presented and discuss the impact of the program's various activities upon the program's effectiveness.

#### 5. GEOGRAPHIC LOCATION

Give the precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

#### 6. ADDITIONAL INFORMATION (INCLUDE IF APPLICABLE)

##### (a) STAFF AND POSITION DATA

Some programs require a biographical sketch for key personnel appointed and a job description for a vacant key position; others require both for all positions. Refer to appropriate program guidelines for guidance in fulfilling this requirement. Generally, a biographical sketch is required for original staff and new members as appointed. Below are the suggested contents for the biographical sketch and job description where not otherwise set forth:

##### *Biographical Sketch:*

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents. For development of new curricula vitae include items below in the most suitable format:

- (1) Name of staff member.
- (2) Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study.
- (3) Professional experience.
- (4) Honors received and dates.
- (5) Recent relevant publications.
- (6) Other sources of support. [Other support is defined as all funds or resources, whether Federal, non-Federal, or institutional, available to the Project Director/Program Director (and other key personnel named in the application) in direct support of their activities through grants, cooperative agreements, contracts, fellowships, gifts, prizes, and other means.]

##### *Job Description:*

- (1) Title of position.
- (2) Description of duties and responsibilities.
- (3) Qualifications for position.
- (4) Supervisory relationships.
- (5) Skills and knowledge required.
- (6) Prior experience required.
- (7) Personal qualities.
- (8) Amount of travel and any other special conditions or requirements.
- (9) Salary range.
- (10) Hours per day or week.

**(b) OTHER INFORMATION**

Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location or approach, or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

If the total budget has been exceeded, or if individual budget items have changed more than the prescribed limits contained in the applicable Office of Management and Budget Circular (A-102 or A-110), explain and justify the change and its effect on the project.

**(c) SUPPLEMENTAL REQUESTS**

For supplemental assistance requests, explain the reason for the request and justify the need for additional funding.

**BUDGET NARRATIVE**

Provide a narrative budget justification which describes how the categorical costs are derived. Discuss the necessity, reasonableness, and allocability of the proposed costs.

Only the direct costs requested in this application need to be justified. Do not include any items that are treated by the applicant organization as indirect costs according to a Federal rate negotiation agreement except for those indirect costs included in consortium/ contractual costs.

If funds to be used for Matching/Cost Participation (whether voluntary or required) are included in the budget, only funds which will be used for this specific project should be so identified. If an award is made, all funds identified as dedicated to this project (including funds used for cost participation) will be subject to the applicable cost principles, audit and reporting requirements.

For a Supplemental application, you need justify only those items for which additional funds are requested, prorating the personnel costs and other appropriate parts of the detailed budget if the first budget period of the application is less than 12 months.

Describe the specific functions of the personnel, consultants, and collaborators. For all years, explain and justify any unusual items such as major equipment, foreign travel, alterations and renovations, patient care costs, and tuition remission. For additional years of support requested, itemize and justify any significant increases or decreases in any category over the first 12 month budget period. Identify such significant changes with asterisks against the appropriate amounts. If a recurring annual increase or decrease in personnel or other costs is anticipated, give the percentage. In addition, for *Competing Continuation* applications, justify any significant increases or decreases in any category over the current level of support.

**INDIRECT COSTS**

If indirect costs are requested in the budget, submit a copy of the applicant organization's most current Federal negotiated indirect cost rate agreement. If your organization does not have a Federally negotiated rate, contact the grants management office identified in the program announcement for information on a contact point to assist in the development of such a rate.

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CHECKLIST

**Public Burden Statement:** Public reporting burden of this collection of information is estimated to average 4 - 50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for

reducing this burden to HHS Reports Clearance Officer, 200 Independence Ave., SW, Humphrey Bldg., Room 531H, Washington, DC, 20201, ATTN: PRA (0990-0317). Do not send the completed form to this address.

**NOTE TO APPLICANT:** This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application:  New  Noncompeting Continuation  Competing Continuation  Supplemental

**PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.**

Included NOT Applicable

- 1. Proper Signature and Date on the SF 424 (FACE PAGE) .....
- 2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690)
  - Civil Rights Assurance (45 CFR 80) .....
  - Assurance Concerning the Handicapped (45 CFR 84) .....
  - Assurance Concerning Sex Discrimination (45 CFR 86) .....
  - Assurance Concerning Age Discrimination (45 CFR 90 and 45 CFR 91) .....
- 3. Human Subjects Certification, when applicable (45 CFR 46) .....

**PART B: This part is provided to assure that pertinent information has been addressed and included in the application.**

YES NOT Applicable

- 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? .....
- 2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100).....
- 3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)?.....
- 4. Have biographical sketch(es) with job description(s) been provided, when required?.....
- 5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included? .....
- 6. Has the 12 month narrative budget justification been provided? .....
- 7. Has the budget for the entire proposed project period with sufficient detail been provided? .....
- 8. For a Supplemental application, does the narrative budget justification address only the additional funds requested?
- 9. For Competing Continuation and Supplemental applications, has a progress report been included? ....

**PART C: In the spaces provided below, please provide the requested information.**

Business Official to be notified if an award is to be made.

Prefix:  First Name:  Middle Name:   
 Last Name:  Suffix:   
 Title:   
 Organization:   
 Street1:   
 Street2:   
 City:   
 State:  ZIP/Postal Code:  ZIP/Postal Code4:   
 Email Address:   
 Telephone Number:  Fax Number:

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Prefix:  First Name:  Middle Name:   
 Last Name:  Suffix:   
 Title:   
 Organization:   
 Street1:   
 Street2:   
 City:   
 State:  ZIP/Postal Code:  ZIP/Postal Code4:   
 Email Address:   
 Telephone Number:  Fax Number:

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**PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.**

- (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)

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### INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

### EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

The regulations at 45 CFR Part 100 were published in the *Federal Register* on June 24, 1983, along with a notice identifying the

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

**BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.**

**THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:**

**Civil Rights** – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).

**Handicapped Individuals** – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).

**Sex Discrimination** – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).

**Age Discrimination** – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).

**Debarment and Suspension** – Title 2 CFR part 376.

**Certification Regarding Drug-Free Workplace Requirements** – Title 45 CFR part 82.

**Certification Regarding Lobbying** – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).

**Environmental Tobacco Smoke** – Public Law 103-227.

**Program Fraud Civil Remedies Act (PFCRA)**

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## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> Year _____ Quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Travis County Juvenile Probation Department 2515 South Congress Ave. Austin, TX. 78704-5594  Congressional District, if known: <u>10</u>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> Center for Substance Abuse Treatment	<b>7. Federal Program Name/Description:</b> Substance Abuse and Mental Health Services Projectes of Regional and National Significance  CFDA Number, if applicable: <u>93.243</u>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i> n/a	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a.) (last name, first name, MI):</i> n/a	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No.0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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### Project/Performance Site Location(s)

**Project/Performance Site Primary Location**  I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

\* Street1:

Street2:

\* City:  County:

\* State:

Province:

\* Country:

\* ZIP / Postal Code:  \* Project/ Performance Site Congressional District:

**Project/Performance Site Location 1**  I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

\* Street1:

Street2:

\* City:  County:

\* State:

Province:

\* Country:

\* ZIP / Postal Code:  \* Project/ Performance Site Congressional District:

Additional Location(s)

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## Project Progress Report

### **I. Description and explanation of changes, if any, made during this budget period affecting the following:**

#### **A. The original goals and objectives that our site proposed initially:**

**Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.**

**Objective 1:** Enhance the contracts of community based intensive outpatient treatment and service providers.

**GOAL 2: Enhance the Department's Day Treatment Program to effectively serve youth with co occurring disorders.**

**Objective 1:** Hire one Mental Health Treatment Coordinator.

**Objective 2:** Increase access to community based mental health services.

**Objective 3:** Initiate training on A-CRA/ACC and or /MET/CBT-5.

**Objective 4:** Implement the A-CRA/ACC and or /MET/CBT-5 model.

**GOAL 3: Administer the GAIN assessment tool.**

**Objective 1:** Continue the utilization of the GAIN with JTDC participants.

Travis County Juvenile Probation Department (TCJPD) has identified changes to the original implementation plan provided in the grant application. This site communicated the identified changes to Gwendolyn Simpson, Team Leader/Lead Grants Management Specialist with OJJDP. The changes were specific to the staff proposed to be hired through the grant.

Travis County Juvenile Probation Department implemented several organizational changes through our annual budget cycle after applying for this grant in May, 2009. The original grant budget proposed hiring a Mental Health Treatment Coordinator. The staffing needs of the Department regarding the grant requirements have changed since 2009. The department requested a Chemical Dependency Counselor (CDC) Sr. and a Juvenile Probation Officer (JPO) Lead position in order to best meet the expectations of the grant. On 1/28/2011, OJJDP approved these changes.

**The following goals and objectives that the department proposes in order to meet grant requirements:**

**Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.**

**Objective 1:** Enhance the contracts of community based intensive outpatient treatment and residential treatment service providers.

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**GOAL 2: Enhance the Department’s Day Treatment Program to effectively serve youth with co occurring disorders.**

**Objective 1:** Hire one Chemical Dependency Counselor (CDC) Sr. and Juvenile Probation Officer Lead.

**Objective 2:** Increase access to community based mental health services.

**Objective 3:** Initiate training on A-CRA/ACC

**Objective 4:** Implement the A-CRA/ACC

**GOAL 3: Administer the GAIN assessment tool**

**Objective 1:** Continue the utilization of the GAIN with JTDC participants

**B. Projected time line for project implementation**

Anticipated Timeframe	Activity	Completion Date	Person Responsible
2011 September October November December	2 <sup>nd</sup> year of project begins	September	N/A
	Services and interventions	Ongoing	Project Director & Juvenile Drug Court Team
	Staff training	Ongoing	Project Director & Clinical Supervisor
	Weekly Drug Court Staffings & Court Hearings	Wednesdays	Juvenile Drug Court Team
2012 January February March April May June July August	Administration of the GAIN assessment tool	Ongoing	Specialized Services Division Clinical Staff
	Administration of the GPRA tool	Ongoing	Project Director & Juvenile Probation Officers and Assistants
	Data collection and management	Ongoing	Project Director, Clinical Supervisor & Research Unit
	Webinars, Conference Calls, Meetings, Modules, Rapid Cycle Testing, Training	Ongoing	Fellows: Judicial, Project Director, Treatment, Juvenile Justice, & Community Engagement, Drug Court Team
	Juvenile Drug Court Graduation	TBA	Project Director & Juvenile Drug Court Participants
	Submit Quarterly & Annual Performance Reports	Ongoing	Juvenile Drug Court Project Coordinator
	Administration of the GAIN and GPRA follow-up tool	90 days after previous assessment	Specialized Services Division Clinical Staff, Project Director & Juvenile Probation Officers and Assistants
	Evaluation of the Juvenile Drug Court	Ongoing	Research Unit

**C. Approach and strategies proposed in the initially approved and funded application.**

This site has stayed consistent with the approach and strategies that we proposed in our initially funded application.

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## **II. Report on progress relative to approved objectives, including progress on evaluation activities.**

This site has attended training in order to implement the objectives and received approval to hire staff to assist in order to meet grant expectations. The Travis County Juvenile Probation Department's Research Unit and the Project Director and Clinical Supervisor oversees the plan for the collection, management, analysis, interpretation and reporting of data as required. The Research Unit analyzes and tracks all data and information on each juvenile that is referred to the Department. Data obtained from administering the GAIN assessment and GPRA tool will be interpreted by the research unit to assist our department in identifying the needs of the population that we serve once the data is analyzed.

## **III. Summary of key program accomplishments to date and list progress**

### **CSAT/SAMHSA**

Travis County Juvenile Treatment Drug Court (JTDC) has to administer the Global Appraisal of Individual Needs (GAIN-I), Global Appraisal of Individual Needs-Monitoring 90(GAIN-M-90), Global Appraisal of Individual Needs-Treatment Satisfaction Index (GAIN-TxSI) and the Government Performance and Results Act (GPRA) tool to drug court participants in order to meet grant requirement for CSAT/SAMHSA. This site has been working diligently with Nicole Oretle, GAIN Project Coordinator, to implement these assessments or tools by participating in conference calls, attending training, and providing requested paperwork.

### **GAIN Implementation**

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the GAIN assessment tool to drug court participants. Travis County Juvenile Probation Department has one clinician, Eve Williams, Clinical Supervisor who has a Local Trainer Certification. This site has submitted the GAIN license agreement and the data sharing agreement to Chestnut during this reporting period. Eve Williams has also attended the GAIN National Training in Normal IL. This site is projected to begin administering the GAIN assessment to drug court participants in February 2011. The following is a list of activities that this site has completed during this reporting period to implement the GAIN:

- 11/15/2010 to 11/19/2010 Eve Williams, Clinician attended the GAIN National Training in Normal, IL.
- 12/2/2010, this site submitted the GAIN License Agreement to Chestnut Health Systems.
- 12/20/2010, Chestnut Health Systems signed the GAIN License Agreement.
- 12/7/2010, this site submitted the Chestnut Health Systems Data Agreement to Chestnut Health Systems.
- 12/20/10, Chestnut Health Systems signed the Data Sharing Agreement for our site.

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- Project Description, Gain ABS Request and Agency Setup, GAIN ABS User Information, Gain Usage Agreement, and Data Manager Information submitted to Chestnut via email on 1/20/2011.
- 1/21/2011 GAIN ABS Accounts were created for User Access Information for our site by Chestnut for Eve Williams, Mark Peterson, and Stacey Collins.
- 1/25/2011-1/28/2011 Cheryl Smith Evaluator attended the GAIN National Training in Normal IL.

### **Government Performance and Results Act (GPRA) tool implementation**

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the Government Performance and Results Act (GPRA) tool to drug court participants. The Travis County Casework Manager Kathy Smith/ Project Director for this grant and Juvenile Probation Officer III Chaluandra Lewis have been trained on the GPRA tool and are projected to begin administering the GPRA assessment to drug court participants in February 2011. Travis County Juvenile Treatment Drug Court will administer the Government Performance and Results Act (GPRA) tool to all drug court participants at drug court entry.

### **The following is a list of activities that this site has completed during this reporting period to implement the GPRA tool:**

- 11/29/2010, this site emailed the New CSAT Services Grantee Information Form to GRPA help desk.
- 11/30/2010, our site was given access to the CSAT website.
- GPRA tool will be administered to drug court participants in February 2011.

### **ACRA/ACC Training and Implementation**

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to initiate and implement the ACRA/ACC to drug court participants. On 1/9/2011 -1/13/2011 Eve Williams, Clinical Supervisor, and Stacey Collins clinician attended ACRA/ACC training in Albuquerque, New Mexico. They are working closely with their coach on a weekly basis to obtain certification.

### **Reclaiming the Futures Site Benchmark Expectations**

Travis County Juvenile Probation Department has been operating a Juvenile Justice Integrated Network (JJIN) since 1995 under a grant from the Center of Substance Abuse Treatment. The JTDC utilizes this JJIN and currently utilizes the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems. JTDC will be utilizing the Reclaiming the Futures Index Tool to evaluate the current JJIN in place in order to enhance the network and make necessary changes to strengthen the network. This site has taken steps during this reporting period by participating in conference calls, webinars, and attending training as instructed.

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## Conference Calls

- 10/18/2010, Gail Penney-Chapmond Director of Specialized Services Division and Kathy Smith Project Director participated on the Project Director's Conference Call.
- 10/21/2010, Gail Penney-Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Planner/ Evaluator Cheryl Smith, Stacey Collins Counselor participated on the Reclaiming The Futures GAIN Coaching Call with Nicole Oertle GAIN Project Coordinator.
- 10/28/2011, Barbara Swift Deputy Chief, Gail Penney-Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Eve Williams Clinical Supervisor participated in a GAIN Set up Conference call with Nicole Oertle GAIN Project Coordinator.
- 11/8/2010, Kathy Smith Project Director participated on the Project Director's Conference Call.
- 11/9/2010, the drug court team to include the Texanna Davis Judge, Director of Specialized Services Division Gail Penney-Chapmond, Project Director Kathy Smith, Juvenile Public Defender Ruben Castaneda, Assistant District Attorney Meg McGee, Eve Williams Clinical Supervisor, Case Management Jodi Snee, Juvenile Probation Officers Albert Aviles, Chalaundra Lewis, and Evita Holmes, Austin Independent School District (AISD) Liaison Margaret Bachicha were present for a new site conference call with the Reclaiming Futures Team to include: Cora Crary Learning Collaborative Manager, Laura Nissan National Program Director, Kari Collins Site Coach Miriam Patterson Leadership Program Manager, and Jim Carlton Deputy Director.
- 11/10/2010, Lisa Eichelberger Evaluator participated in a conference call for Evaluators with Barbara Estada GAIN Senior Clinical and Evaluation Consultant.
- 12/6/2010, Gail Penney-Chapmond, Director of Specialized Services Division and Project Director Kathy Smith participated in a conference call with Site Coach Kari Collins.
- 12/10/2010, Gail Penney –Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Eve Williams Clinical Supervisor, Stacey Collins Counselor, Planner/ Evaluator Cheryl Smith participated in an ACRA/ACC Orientation Conference call with Mark Godley and Christin Libernini Coordinators with Chestnut Health Systems.
- 1/13/2011, Kathy Smith Project Director participated in the Office Hours on Module 1, 2, and 3.
- 1/20/2011- Kathy Smith Project Director, and Lisa Eichelberger and Cheryl Smith, Evaluators participated on GAIN Coaching Call.
- 1/31/2011, Kathy Smith participated in a Conference call with Juvenile Justice Fellows.
- 2/7/2011, Kathy Smith Project Director participated in a Conference call with Coach Kari Collins and Treatment Fellows.

## Webinars

- 11/1/2010, Eve Williams observed the webinar on "Identifying and Engaging Reentry Mentors for Justice-Involved Youth".

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## **Training**

- 11/15/2010 to 11/19/2010 Eve Williams, Clinician attended the GAIN National Training in Normal, IL.
- 12/3/2010, Project Director Kathy Smith attended the Project Director meeting in Portland, Oregon.
- 12/13/2010 to 12/16/2010, Project Director Kathy Smith, Clinical Supervisor Eve Williams and Evaluator Lisa Eichelberger attended the JMATE Conference in Baltimore Maryland.

## **Fellows**

- 11/9/2010, the following fellows were identified for the grant: Judicial Fellow: Texanna Davis Judge, Kathy Smith Project Director, and Treatment Fellow: Eve Williams Clinical Supervisor.

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**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
Drug Court Expansion**

**BUDGET DETAIL WORKSHEET****Travis County Drug Treatment program**

(year 2)

<b>A. Personnel Non Federal Costs In Kind costs</b>			
Name/Position	Computation	Level of Effort	Cost
Chief Juvenile Probation Officer- Chief Estela Medina Project Director	6111.38 x 24 (pay periods)	2%	\$ 2,933
Case Work Manager-Kathy Smith- Project Manager	2486 x 24 (pay periods)	100%	\$ 59,664
<i>The Chief Juvenile Probation officer's effort is at 2%. The Chief oversees all programs of at the Travis County Juvenile Probation Department. The Case Work Manager's effort is 100%. She will be running the day to day operations of the program and assisting in the treatment plans of youth in the program.</i>			
<b>Total</b>			<b>\$ 62,597</b>

**B. Fringe Benefits in kind costs**

Name/Position	Annual Salary for the Positions (5% for Chief's effort)	Fringe Benefits Component Rate - Percentage of Salary	Cost of Fringe Benefits Component
<b>Chemical Dependency Counselor,</b>			
OASDI Contribution	\$ 2,933	6.2%	\$ 182
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 2,933	11.4%	\$ 336
FICA Medicare	\$ 2,933	1.5%	\$ 43
Workers Compensation (Clerical)	\$ 2,933	0.2%	\$ 6
<b>Case Work Manager</b>			
	\$ 59,664	6.2%	\$ 3,699
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 59,664	11.4%	\$ 6,826
FICA Medicare	\$ 59,664	1.5%	\$ 865
Workers Compensation (Law Enforcement Workers Compensation factor)	\$ 59,664	1.3%	\$ 801
<i>The Chief Juvenile Probation officer's effort is at 2% while the case work manager's effort is 100%. The is 100%. Benefits calculations are standard county benefits for all employees.</i>			
<b>Total</b>			<b>\$ 27,845</b>
<b>Total Personal and Fringe</b>			<b>\$ 90,442</b>

**C. Travel Costs**

Travel Purpose	Travel Location	Travel Item	Travel Item Rate	Travel Item Cost
Mandatory Training	TBD	Meals	\$34 a day @ 4 days for 5 staff	\$ 680.00
Mandatory Training		Lodging	\$200 a day @ 4 days for 5 staff	\$ 4,000.00
Mandatory Training		Airfare	\$400 a ticket for 5 staff	\$ 2,000.00
Mandatory Training		Ground Transportation	2 cars @ \$35.25 each for 4 days	\$ 282.00

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**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
Drug Court Expansion**

Mandatory Training	TBD	Meals	\$34 a day @ 3 days for 2 staff	\$ 204.00
Mandatory Training		Lodging	\$200 a day @ 3 days for 2 staff	\$ 1,200.00
Mandatory Training		Airfare	\$400 a ticket for 2 staff	\$ 800.00
Mandatory Training		Ground Transportation	2 cars @ \$41.50 a day for 3 days	\$ 249.00
<i>Mandatory Training as requested by SAMHSA/CSAT.</i>				
<b>Total</b>				<b>\$ 9,415</b>

**D. Supplies**

Other Costs	Item costs	number of units	Total other Costs
Office Supplies	\$ 1,000	day to day operations	\$ 1,000
Urinalysis Kits	\$ 3.20	1500	\$ 4,800
Urinalysis Patches	\$ 33.34	50	\$ 1,667
Bus Passes	\$ 1.50	2500	\$ 3,750
<i>Office Supplies are for day to day operations which may include paper, pencils, file cabinets, etc. The Urinalysis kits and patches are for Staff to test youth to ensure success in their treatment plans. Bus passes would allow youth transportation to Drug Court, Probation Officer meetings, and scheduled treatment sessions.</i>			
<b>Total</b>			<b>\$ 11,217</b>

**E. Contractual Costs**

Contract Agency/Organization	Contract Service	Contract Amount
Substance Abuse Treatment	Provide at least 60 youth in the program with substance abuse treatment. Rates to be determined	\$ 166,682
<i>Contractual Agreement with various substance abuse treatment providers (community partners within the Juvenile Justice Integrated Network (JJIN) will includes residential treatment, intensive outpatient treatment, individual treatment and case management services. The JJIN will be involved in the treatment initiation; treatment engagement and completion phase of the Reclaiming Future Model. The potential contractual partners are Changing How I Live Life, Providence, Clean Investments, Nexus, Austin Child Guidance Center, etc. See attached rate sheet. The Urinalysis Patches are to test youth to ensure success in their treatment plans.</i>		
<b>Total</b>		<b>\$ 166,682</b>

**Budget and Budget Narrative/Justification for the  
Travis County Juvenile Probation  
Drug Court Expansion**

**H. Other Costs**

Other Costs	Item costs	number of units	Total other Costs
CRA/ACC -Education costs, Certification and Technical assistance	\$ 1,000	3	\$ 3,000
MET/CBT -Education costs, Certification and Technical assistance	\$ 1,000	4	\$ 4,000
<i>CRA/ACC training costs which include the actual for education, certification, and technical assistance. Training costs are for 3 staff. MET/CBT education costs include the actual for education, certification, and technical assistance. Training costs for 4 staff.</i>			
<i>Total</i>			\$ 7,000

**I. Indirect Costs**

Indirect Costs	Total Federal Budget	Indirect Cost Rate	Total indirect costs
Indirect Cost (Year 2)	\$ 194,314	2%	3,886
<i>The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>			
<i>Total</i>			\$3,886

Budget Summary	
Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ 9,415
D. Equipment	\$ -
E. Supplies	\$ 11,217
F. Construction	\$ -
G. Consultants/Contracts	\$ 166,682
H. Other	\$ 7,000
<b>Total Direct Costs</b>	\$ 194,314
I. Indirect Costs	\$ 3,886
<b>TOTAL FEDERAL PROJECT COSTS</b>	\$ 198,200
Federal Request	\$ 198,200
Non-Federal Amount In Kind costs	\$ 90,442
<b>TOTAL PROJECT COSTS</b>	\$ 288,642

**Other Budget Information**  
**Travis County Juvenile Probation's Application-4 year Cash Forecast**  
**SAMHSA TREATMENT**

OBJECT CLASS CATEGORIES	Revised Budget				TOTAL
	Year 1	Year 2	Year 3	Year 4	
<b>A. Travel</b>					
<b>BJA training</b>					
Meals for Training	\$884	\$884	\$680	\$680	
Lodging	\$5,200	\$5,200	\$4,000	\$4,000	
Air Fare	\$2,800	\$2,800	\$2,000	\$2,000	
Ground Transportation	\$531	\$531	\$282	\$282	
Mileage	\$0	\$0	\$0	\$0	
	<u>\$9,415</u>	<u>\$9,415</u>	<u>\$6,962</u>	<u>\$6,962</u>	\$32,754
<b>D. Equipment</b>					
Dell Laptops with docking stations	\$4,030	\$0	\$0	\$0	
software	\$638	\$0	\$0	\$0	
Budget for 2 additional staff:	\$0	\$0	\$0	\$0	
Network	\$0	\$0	\$0	\$0	
	<u>\$4,668</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$4,668
<b>E. Supplies</b>					
Cabinets	\$1,000	\$0	\$0	\$0	
Office Supplies		\$1,000			
UA patches	\$1,667	\$1,667	\$0	\$0	
Bus Passes	\$3,750	\$3,750	\$0	\$0	
UA Kits	\$4,800	\$4,800	\$0	\$0	
	<u>\$11,217</u>	<u>\$11,217</u>	<u>\$0</u>	<u>\$0</u>	\$22,434
<b>B. Contractual</b>					
Urinalysis Patches	\$0	\$0	\$0	\$0	
Substance Abuse Treatment	\$163,602	\$166,682	\$181,887	\$182,087	
	<u>\$163,602</u>	<u>\$166,682</u>	<u>\$181,887</u>	<u>\$182,087</u>	\$694,258
<b>C. Other</b>					
Seminars/Certifications	\$7,000	\$7,000	\$7,000	\$7,000	
	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	\$28,000
<b>Total Direct Charges</b>	<u>\$195,902</u>	<u>\$194,314</u>	<u>\$195,849</u>	<u>\$196,049</u>	\$782,114
<b>Total Indirect Charges</b>	<u>\$3,918</u>	<u>\$3,886</u>	<u>\$3,917</u>	<u>\$3,921</u>	\$15,642
<b>Total</b>	<u>\$199,820</u>	<u>\$198,200</u>	<u>\$199,766</u>	<u>\$199,970</u>	\$797,756
<b>Categories</b>					
Personnel	\$0				
Operating costs	\$777,446				
Capital Equipment	\$4,668				
indirect costs	\$15,642				
<b>Total</b>	<u>\$797,756</u>				

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**SAMUEL T. BISCOE**  
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

February , 2011

Mr. Randolph D. Muck, M.Ed.  
Chief, Targeted Populations Branch  
Center for Substance Abuse Treatment  
1 Choke Cherry Road  
Room 5-1097  
Rockville, MD. 20857

SUBJECT: Center for Substance Abuse Treatment (CSAT) Treatment Drug Court continuation grant IH9T1020920-01-Budget Revisions under 25% of the total project.

Dear Mr. Muck,

Per the request of the continuation application process, Travis County affirms that budget revisions have not exceeded 25% of the \$199,820 (total budget) for the first year of the project.

The department did request from CSAT a transfer \$15,885 (budget transfer of 8%) from Contractual services for the following:

- Two laptops with Microsoft Office for \$4,668 (\$2,234 each). The portability of the laptops will improve the staff's ability to collect data required for the grant (IE, GAIN results) as well as facilitate their documentation of the youth's participation in all aspects of the program.
- Urinalysis kits for \$4,800 (1,500 kits @ \$3.20) and urinalysis patches for \$1,667 (50 patches @ \$33). Staff will use the kits and patches to ensure the youth are not abusing drugs during their participation in the program.
- File Cabinets for \$1,000. The file cabinets will be used to secure all of the data collected for the duration of the grant.
- Bus passes for \$3,750 (2,500 passes @ \$1.50). Bus Passes will allow youth transportation to Drug Court, Probation Officer meetings, and scheduled treatment sessions.

CSAT approved the budget adjustment on January, 7, 2011 which included the budget transfer of \$15,885 from Contractual Services to the Equipment category for \$4,668 and the Supplies category for \$11,217.

Please contact Michael Williams at (512) 854-7011 for additional information.

Sincerely,

Samuel T. Biscoe  
County Judge  
Travis County

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Center for Mental Health Services  
Center for Substance Abuse Prevention  
Center for Substance Abuse Treatment  
Rockville MD 20857

**DESIGNATION OF CENTRAL E-MAIL ADDRESS FOR  
SAMHSA NOTICE OF AWARD (NoA)**

**The Notice of Award can now be sent electronically to grantees. If you have not done so already, please remember to submit the attached form with your application to enable this feature.**

Dear **Grants Management Specialist** Hope Snowden

(Name)

- 1. **SAMHSA Grant No.:** \_\_IH79TIO20920-01
- 2. **Name of Grantee Organization:** County of Travis
- 3. **HHS 12 Digit EIN on NOA:**  
\_\_1746000192A3
- 4. **Central E-mail Address:**  
\_\_estela.medina@co.travis.tx.us

**Please remember the e-mail address you provide should be valid for the life of the grant. Only one e-mail address can be assigned to an organization.**

\_\_\_\_\_  
**Authorized Representative\***

\_\_\_\_\_  
**Date**

\*Authorized Representative is the individual who signed **Section 21 – A** of the Application for federal Assistance SF-424 in the Grant Application PHS 5161-1.

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**ASSURANCE**  
**of Compliance with SAMHSA Charitable Choice**  
**Statutes and Regulations**  
**SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND**  
**SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## LIST of CERTIFICATIONS

### 1. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

### 2. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

### 3. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Department of Health and Human Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS mission to protect and advance the physical and mental health of the American people.

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

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- all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
  10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
  12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
  14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
  17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
  18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

### ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official (please print or type)

Please mail form to:  
U.S. Department of Health & Human Services  
Office for Civil Rights  
200 Independence Ave., S.W.  
Washington, DC 20201

\_\_\_\_\_  
Name of Healthcare Facility Receiving/Requesting Funding

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

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## GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist
Phone Number:	541-8339

Grant Title:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From: 1/1/2011	To: 12/31/2011	
Grantor:	Texas Department of Housing & Community Affairs		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$201,445					\$201,445
Operating:	1,078,206					1,078,206
Capital Equipment:						0
Indirect Costs:						0
Total:	\$1,279,651	\$0	\$0	\$0	\$0	\$1,279,651
FTEs:	0.00					0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	Office will likely submit a separate letter highlighting the potential risk of the grantor's contract language on the review of records on or off site.
County Attorney	<input checked="" type="checkbox"/>	MEG	Please see attached letter regarding grantor's review of records on or off site.

Performance Measures Applicable Depart. Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Number of Households receiving utility assistance	12,392	3,113	3,093 projected	3,093 projected	3,093 projected	12,392
Number of Households receiving CEAP Heating & Cooling assistance	110	45	22 projected	22 projected	22 projected	110
Measures For Grant						

Number of Households receiving utility assistance through the three grant components, Energy Crisis, Co-Pay and Elderly Disabled	5,542	N/A for this program period	1,385 projected	1,385 projected	1,385 projected	5,542
Outcome Impact Description	Utility assistance provided by this program is to address a household energy crisis situation or provide copayment or multiple term energy payments for the household to promote the achievement of energy self-sufficiency.					
Number of Households receiving assistance through the Heating & Cooling component	160	N/A for this program period	40 projected	40 projected	40 projected	160
Outcome Impact Description	Replacing household heating and cooling appliances such as the central air/heat units, window a/cs, refrigerators and water heaters with energy savings appliances will reduce the heating and cooling energy utility bills and lead to energy self-sufficiency for households.					
Outcome Impact Description						

**PBO Recommendation:**

HHS is requesting approval of the grant contract with the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) for 2011. The grant award is for \$1,279,651 and pays for part of a Community Liaison position (funded in General Fund with about 28% of the cost reclassified to the grant), 16 part-time temporary positions and utility assistance for county residents with a household income at or below 200% of the current Federal Poverty Income Guidelines. In addition, TDHCA has indicated that it will be requesting to amend the contract in the near future to increase the award by another \$2.5 million.

A Permission to Continue for this program was approved on December 28, 2010, to allow the department to continue funding the salaries of the program staff. In addition, on that same day, Commissioners Court approved the department to use General Fund operating budget to continue funding utility assistance payments made under this program. With the approval of this contract, the department will be able to reimburse the General Fund for the operating expenses and reverse the Permission to Continue.

PBO recommends approval of this contract.

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

The department has participated in this grant program for the past sixteen years. The CEAP program suggests that priority be given to those low-income households with elderly members, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption.

The program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance and addressing issues surrounding the heating and cooling appliances in the household of low-income families or individuals. The households may seek utility assistance to address an energy crisis situation or the household situation may need a copayment or multiple payment term which is provided by the program guidelines. The department also utilizes the funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs. The CEAP program also provides assistance for the repair, replacement or retrofit of the household's heating and cooling appliances.

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

No additional funds are required.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued an no match is required.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management, administrative and direct services support (outreach). There is no indirect cost allocation.

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

Yes

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

N/A

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three utility assistance program components and assistance for costs associated with the repair, replacement or retrofit of the client's eligible household heating and cooling appliances.

The CEAP program funding represents the department's largest program source for utility assistance and is a program source for addressing the repair or replacement of the household heating and cooling appliances. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance and household appliance issues from Travis County residents.



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TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

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

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

**DATE:** February 15, 2011

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

*Sherri E. Fleming*

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

**SUBJECT:** Acceptance of 2011 Comprehensive Energy Assistance Program (CEAP) Grant Contract

**Proposed Motion:** Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2011.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs. The grant funding will be \$1,279,651. TDHCA will also be releasing an amendment in the near future that will add an additional \$2.5 million for this grant. When this occurs it will be the third year in which this grant's award amount is over \$3,000,000.

These CEAP grant funds are used to respond to increased requests for utility assistance from County residents who have a household income level at or below 200% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs. Program funding is also available for those qualified households in need of repair, replacement and/or retrofit of the heating and cooling appliances in the residence.

**Budgetary and Fiscal Impact:** We will be able to use the CEAP funds for direct services, administration, case management, and outreach services. The funds for direct services will be budgeted in the corresponding indigent utility assistance line items as well as line items for contracted services and supplies. No matching funds are required. The contract period is 01/01/11 through 12/31/11.

**Background:** The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past sixteen years. The department coordinates its efforts with other community resources such as Salvation Army, faith-based organizations and other local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the past program year, we were able to assist 5,701 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients utilizing the co-payment and in some instances the elderly/disabled components. Program assistance is also provided for the repair or replacement of household heating and cooling appliances. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the sixteen year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office  
Diana Ramirez, Budget Analyst, Planning and Budget Office  
Susan Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst III, County Auditors Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Scott Worthington, Travis County Purchasing Office  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Social Services Director, Family Support Services  
Deborah Britton, Division Director, Community Services

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. 58110001100 FOR THE  
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)

**SECTION 1. PARTIES TO THE CONTRACT**

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Travis County (the "Subrecipient").

**SECTION 2. CONTRACT PERIOD**

The period for performance of this contract, unless earlier terminated, is January 01, 2011 through December 31, 2011.

**SECTION 3. SUBRECIPIENT PERFORMANCE**

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC chapter 5) and the LIHEAP State Plan and Subrecipient's Service Delivery Plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

**SECTION 4. DEPARTMENT OBLIGATIONS**

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.

- 1 Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.
- 2 Department is not liable for any cost incurred by Subrecipient which:
  - a. is subject to reimbursement by a source other than Department;
  - b. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;
  - c. is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,
  - d. is not incurred during the Contract Period.
  - e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of \$1,279,651.00

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#### SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.
- B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

#### SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C.§5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient.

- A. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- B. Use of Alcohol Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.



#### SECTION 7. TERMINATION AND SUSPENSION

- A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.
- C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.
- E. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

#### SECTION 8. CHANGES AND AMENDMENTS

- A. Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.
- B. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

#### SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may request corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures in order to comply with State or Federal requirements. The Subrecipient may make such revisions to its procedures as it deems necessary and appropriate to comply with applicable State and Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

#### SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

- A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.
- B. Subrecipients must provide Program applications, forms and educational materials in English, Spanish and any other appropriate language.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for three (3) years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

- (1) Client application containing all Department requirements;
- (2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 6, Subchapter C, 10 TAC § 6.205.
- (3) Copy of client's utility bill(s);
- (4) Energy consumption history for previous 12 months (when available) (all fuel types) for all components;
- (5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
- (6) Documentation of benefits determination (when required by component);
- (7) Notice of Denial Form (if applicable);
- (8) Right of appeal and procedures (if applicable) for denial or termination of services;
- (9) Any documentation required by directives; and
- (10) Client service agreement (as required by component).
- (11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.
- (12) Priority rating form.
- (13) Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Existing Efficiency rating
Fuel used	Location of appliance
Size of appliance (BTU)	RE or EF (water heaters)
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation
Carbon Monoxide (CO) levels for all eligible combustion appliances	Meter all 110V Heating and cooling devices and document: Volt, AMP, and Watt usage

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

#### SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

- B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.
- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

#### **SECTION 12. PROCUREMENT STANDARDS**

- A. Subrecipient may not use funds provided under this contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase
- B. Upon the termination or non-renewal of this contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

#### **SECTION 13. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor.

#### **SECTION 14. SUBCONTRACTS**

- A. ASubrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.
- B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

**SECTION 15. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
  
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
  
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
  
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
  
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

**SECTION 16. COMPLIANCE WITH LAWS**

Subrecipient shall comply with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S. C. Sec. 8621 et Seq. (the "LIHEAP Act" Public Law 97-35) and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including Texas Administrative Code (10 TAC Chapter 5) and the LIHEAP State Plan.

**SECTION 17. PROGRAM INCOME**

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §\_25, OMB Circular A-110 §\_24, and OMB Circular A-102, Attachment, 2e.

**SECTION 18. NON-BINDING GUIDANCE**

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

**SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

**SECTION 20. LEGAL AUTHORITY**

- A. Subrecipient represents that it possesses the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.
- B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.
- C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

**SECTION 21. AUDIT**

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:
  - (1) Subrecipient expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 21, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
  - (2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.
  - (3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB A-133.
  - (4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 21 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.
- E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 21 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services by a process approved by the Commissioners Court provided that the process meets the requirements of OMB A-133 and all other applicable state and federal laws. County will make every effort to ensure that the external auditor provides audit documentation, including the following: The auditor shall retain working papers and reports for a minimum of the three years after the date of issuance of the auditor's report to the auditee/ Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

## **SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING**

A. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or the State of Texas travel policies.

## **SECTION 23. POLITICAL ACTIVITY PROHIBITED**

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

## **SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED**

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity

## **SECTION 25. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes

## **SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE**

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

#### **SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS**

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient/Local Operator, or a branch, division, or department of Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

#### **SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY**

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

#### **SECTION 29. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

#### **SECTION 30. NO WAIVER**

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

#### **SECTION 31. SEVERABILITY**

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

#### **SECTION 32. ORAL AND WRITTEN AGREEMENTS**

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

#### **SECTION 33. VENDOR AGREEMENTS**

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

**SECTION 34. SPECIAL CONDITIONS**

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

**SECTION 35. EXCLUDED PARTIES LIST SYSTEM**

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at <http://www.epls.gov/> or by collecting a certification from the potential subcontractor.

**SECTION 36. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES**

- A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.
- B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake. Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.
- C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.
- D. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

**SECTION 37. APPEALS PROCESS**

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

**SECTION 38. ATTACHMENTS**

The attachments identified below are hereby made a part of this contract:

- (1) Attachment A, Budget



**SECTION 39. IMMUNITY**

It is expressly understood and agreed by all parties that, in the execution of the Agreement, County do not waive, nor shall it be deemed to have waived, any immunity or defense that would ootherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

**SIGNED** this day of

Travis County

**BY:** Samuel T. Biscoe, Travis County Judge On \_\_\_\_\_ Date  
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
 CONTRACT NO. 58110001100 FOR THE  
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
 (CFDA # 93.568)  
 ATTACHMENT A BUDGET

**DEPARTMENT FINANCIAL OBLIGATIONS**

    \$ 1,279,651.00   CEAP FUNDS CURRENTLY AVAILABLE  
    \$ 1,200.00     TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 92,259.00	-
Assurance 16	\$ 78,817.00	-
Direct Services	\$ 1,107,375.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 1,278,451.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Energy Crisis	\$ 263,001.00	23.75
Co-payment	\$ 263,001.00	23.75
Elderly and Disabled	\$ 263,001.00	23.75
Heating/Cooling	\$ 263,003.00	23.75
Direct Service Support	\$ 55,369.00	5.00
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 1,107,375.00</b>	<b>100.00</b>

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 6.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling must be at least 10% of Direct Service Dollars expended. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

**Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.**

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 18, 2011.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 01/01/2011

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

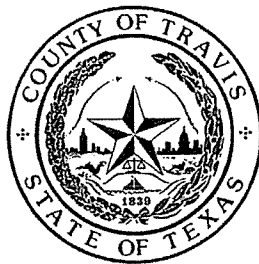
RANDY T. LEAVITT  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

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

P. O. BOX 1748  
AUSTIN, TEXAS 78767

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



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TOM NUCKOLS \*

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

† Member of the College  
of the State Bar of Texas  
\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

February 9, 2011

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

**ATTORNEY/CLIENT PRIVILEGE**  
**CONFIDENTIAL**

RE: Contract With Texas Department of Housing and Community Affairs  
For Comprehensive Energy Assistance Program (CEAP) - 2011 Renewal

Dear Judge Biscoe and Commissioners:

The Court is being asked to consider approval of the 2011 TDHCA/CEAP contract. As is often the case with this State agency (TDHCA), the County has requested changes to the contract that the agency has refused to grant. The Court should be advised of those issues, which are as follows:

1. Section 10.C - stipulates that the agency (and other State offices) can have access to County records "on or off the premises." As written, the County could be required to release records to outside parties to take off County premises where we could not observe their use or care.
2. Section 20.B - requires the County to "warrant" the Judge's authorization to sign. The County would prefer that "warrant" be changed to "agree," but this is not a major problem.
3. Section 26.B - requires "complete" access to all records, employees and agents for any investigation. The County requested that "complete" be changed to "reasonable," and that request was refused. Again, this is probably not a major issue, but it could cause some problems if it ever came into play.

While these issues are probably not sufficient to warrant rejecting the grant, the Court should always be aware of contract provisions that are not in the best interest of the County. Please feel free to contact me if you have any questions.

Sincerely,

Mary Etta Gerhardt  
Assistant County Attorney

## Lisa Sindermann - Requested revisions to 2011 CEAP Contract

**From:** "Jeff Pender" <jeff.pender@tdhca.state.tx.us>  
**To:** <lisa.sindermann@co.travis.tx.us>  
**Date:** 1/31/2011 11:11 AM  
**Subject:** Requested revisions to 2011 CEAP Contract  
**CC:** "Ruth Herмосilla" <ruth.hermosilla@tdhca.state.tx.us>, "Cathy Collingswo..."

Dear Ms. Sinderman:

I've reviewed your request to revise the terms of this contract and would respond as follows:

1. 10.C – we decline to make the change. This could result in requiring HHS or any of the other agencies that may need to audit your files to review them only on your premises.
2. 20.B – we decline to make the change. We want the person signing the contract to "warrant" that they are authorized. "Agreeing," only, provides us with no assurance that the person signing is actually authorized by the County.
3. 26.B – we decline to make the change. We need complete access and don't want any confusion over the term "reasonable."
4. We accept your change to add Sec. 39 Immunity with the language you propose.

### Jeffrey T. Pender

#### Deputy General Counsel

Texas Department of Housing and Community Affairs  
211 E. 11th Street | Austin, TX 78701  
Office: 512.475.4752  
Mobile:  
Fax: 512.475-3978



### About TDHCA

The Texas Department of Housing and Community Affairs is the state agency responsible for affordable housing, community services, energy assistance, colonia housing programs, and disaster recovery housing programs. It currently administers over \$3 billion through for-profit, nonprofit, and local government partnerships to deliver local housing and community-based opportunities and assistance to Texans in need. For more information please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

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TRAVIS COUNTY  
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA  
COUNTY AUDITOR



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

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To: Members of the Commissioners' Court      Date: February 22, 2011  
From: DeDe Bell, <sup>DB</sup> Grants Supervisor, County Auditor's Office  
Re: **CEAP Contract, Section 10c – Conflicts with State Law**

The grant award of \$1.2 million for the CEAP program for grant (calendar) year 2011 is on the March 1, 2011 Court agenda. We want to bring to the Court's attention a clause in this contract for which we will not be able to comply, as it is in conflict with State Law.

Section 10c (Accessibility of Records) clause states that the State and Federal agencies involved shall have "...access to and the right to examine on or **off the premises** of Subrecipient [i.e., the County], all records pertaining to this contract...." Basically, the State wants the County's original financial records (not copies) to be sent to the State.

When we brought this issue to the Court's attention for the 2009 grant, you requested the County Attorney's Office to work with the State regarding this clause. The County Attorney has attempted to have this language revised for the third year in a row; however, the State has denied the requests.

Even though the State did not invoke this clause in the previous two grant years (2009 & 2010), because of this clause, if unsupervised offsite access is requested of original records, the County Auditor will not be able to provide these original records as it would be in violation of State Law. Should the State wish the funds to be returned due to the inability to fulfill this contract provision, the County's funds would be at risk.

Each year, we will inform the Commissioners Court if this clause still exists. Even though we cannot comply with this contract provision, we will continue to make original documents available to the State on any Travis County site, as well as make reasonable copies available for offsite examination. Please contact me at 854-9125 if you have any questions.

cc: Susan Spataro, County Auditor  
Diana Warner, First Assistant County Auditor  
Sherri Fleming, HHS executive manager  
Mary Etta Gerhardt, County Attorney's Office  
Lisa Sindermann, Health and Human Services



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Belinda Powell, Planning and Budget Office, 854-9506

Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager

Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Discuss and approve a reorganization in the Planning & Budget Office (PBO) to: A. Reclassify two vacant positions under the County Executive of Planning and Budget to Strategic Planning staff positions to support the Strategic Planning Manager and increase the planning capabilities within PBO, using existing budgeted funds. B. Authorize PBO to work with HRMD to bring back appropriate job descriptions, grading of the positions and reclassification of the slots for Commissioners Court action in the future.

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

Over the last two years, one staff member, the Planning and Budget Office's Strategic Planning Manager, has performed the duties of Project Manager for the Central Campus Master Plan, assumed responsibilities for the coordination of facilities planning efforts for 700 Lavaca, worked with numerous committees and sub-committees on planning efforts both internal and external to the County, as well as assisted in the efforts to develop a county-wide Business Plan. Interagency planning efforts requiring county participation are also increasing and have placed a severe strain on the Strategic Planning Manager's ability to maintain a presence in areas where the Travis County Commissioners Court requests or requires planning representation from the Planning & Budget Office. Finally, tracking economic development agreements is becoming a greater source of workload in PBO. These myriad of duties can not be effectively addressed with the lone current resource.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the requested re-organization and requests authorization to work with HRMD to bring back the appropriate job descriptions, grading and reclassification of the slots for future Commissioners Court action.

### **ISSUES AND OPPORTUNITIES:**

I am respectfully requesting that the Planning and Budget Office be allowed to use available funding and slots within the departments reporting to me to create a more robust planning capability in PBO. These positions will assist in our county-wide planning efforts. To achieve these objectives I propose the following:

1. Use the Sr. Financial Analyst, vacant slot number 18, currently funded at a pay grade 19 in PBO to create a Strategic Planner to support the planning functions in PBO. This analysts slot currently supports the NSP program that is ending.
2. Use the Human Resource Manager II vacant position, slot number 27, currently funded at a pay grade 26 to create a Strategic Planner to support the planning capabilities in PBO.

These supporting positions will allow us to begin developing strategies for proactive planning for both the short and long term. Additional information regarding the mission and objectives for the planning group is attached along with an outline of initiatives that are currently being addressed and will be further developed with the assistance of these two positions. Your support greatly appreciated.

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

PBO requestes that the appropaitte funding and salary savings be tranferred from HRMD to the Plannign & Budget Office once the positions are graded ad mauthorized by the Commissioners Court. Sufficient fundng is avialble in PBO and in HRMD budgets to cover the projected costs for these positions once they are approved.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office	Rodney Rhoades	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



## Mission Statement for Strategic Resource Planning Planning & Budget Office

- Direct inter-disciplinary teams performing strategic analysis,
- Coordinate, prepare and monitor strategic plans for Travis County,
- Coordinate, prepare and monitor a county-wide Capital and Public Improvement Program (CIP),
- Coordinate and liaise for inter-agency and inter-governmental working groups.

### Overview of Current Initiatives and Workload Requiring Resources

The following initiatives are staffed by the Strategic Planning Manager as support and/or back up for the Executive Manager of Planning & Budget

- **Long Range Planning**
  - Central and other Campus Master Planning support
  - Track internal growth data and develop trend information
  - Capital Improvement Program tracking, reporting and analysis for out year bond process
  - Intra-County Technology initiatives (IJS, BEFIT)
  - Travis County Business Plan development and reporting
  - Strategic Budgeting Issues (Impact of Sobering Center discussion, Impact of Central Booking Discussions, impact of operations and maintenance of future facilities and timelines)
- **Engaging other Government Agencies and various Committees on regional issues and initiatives to coordinate County positions and develop supporting solutions.**
  - DAA TMA
  - DAA Monthly meetings
  - DAA and Capmetro Transit Center development
  - DAA Streetscapes and Mobility Committee
  - Electric Vehicle Infrastructure working Group
  - Downtown Austin Plan Technical Advisory Group
  - Downtown Working Group collaborative with the City, State, Seton Hospital, UT Systems, Health Care District and others as needed.
  - State Facilities Commission Master Plan
  - Waller Creek Plan
  - PARD outreach for urban parks related to Republic Square and Wooldridge Square
  - Friends of Wooldridge Park
  - Travis County Citizen's Bond Advisory Committee support and educational information
- **Strategic Communication - to understand and engage key audiences to create, strengthen or prescribe conditions that are favorable for the advancement of Travis County initiatives and interests.**

- Messaging and educational presentation materials for the Central Campus Master Plan
- Content review and development for the Central Campus Master Plan Web site
- Development of community “dash board” and reports for Planning & Budget
- Integration strategy for externally phasing CIP tracking and reporting
- Process development/refinement for capturing statistical information existing budget process
- Reporting on planning data and trends captured during the annual budget process
- Develop performance measure initiatives and analysis
- Integration of disparate county messaging efforts

## Proposed Workload Allocation

### Strategic Planning Manager - Existing Position

- Long Range Planning
  - Central and other Campus Master Planning support
    - § Central Campus Master Plan support
      - Continue to act as Co-Project Manager to completion.
      - Coordinate any work assigned to internal resources, either new or Budget Analyst work to support completion of the Master Plan.
      - Assist in the development of information for use in addressing the demand for presentations regarding the Central Campus Master Plan.
      - Make presentations to the Commissioners Court and Community as necessary.
    - § North Campus Master Plan support
      - Coordinate and review internal PBO work related to on going Program Planning Guide development and updates for the site.
      - Liaise with FMD as needed to provide support to their efforts related to the on-going work in the North Campus area.
    - § Jail Master Planning Support
      - Review and Coordinate the development of a scope of work for services and integration of the plan with the Central Campus Master Plan issues identified for the TCJ
  - Track internal growth data and develop trend information
    - § Coordinate development of the process
    - § Help educate any internal resources on the collection of information
    - § Coordinate and review the development of trend analysis
    - § Develop reporting formats and timelines
      - Review completed report information and assist in the presentation of information to the Commissioners Court
- **Engaging other Government Agencies and various Committees on regional issues and initiatives to coordinate County positions and develop supporting solutions.**
  - Provide Resource Planning representation with the following working groups and committees
    - § DAA TMA organizational development
    - § DAA and Capmetro Transit Center development
    - § DAA Streetscapes and Mobility Committee
    - § Downtown Austin Plan Technical Advisory Group
    - § Downtown Working Group of intra government agencies planning for their organizational impact on the downtown (State, City, County, Healthcare District, UT System)

- § State Facilities Commission Master Plan
- § Waller Creek Plan
- § PARD outreach for urban parks related to Republic Square and Wooldridge Square
- § Friends of Wooldridge Park
- § Travis County Citizen's Bond Advisory Committee support and educational information
- **Strategic Communication - to understand and engage key audiences to create, strengthen or prescribe conditions that are favorable for the advancement of Travis County initiatives and interests.**
  - Messaging and educational presentation materials for the Central Campus Master Plan
    - § Content review and development for the Central Campus Master Plan Web site
  - Coordinate development of reports for Budget reporting and community outreach
  - Coordinate integration strategy for CIP tracking and reporting to the community
  - Coordinate process development/refinement for capturing planning data through existing budget process
    - § Review of requests for new FTE and space related items related to budget requests
    - § Review and assist with the verification of multi-year project expenditures and budget allocation related to re-budgeting requests and requests for additional resources.
  - Provide staff support to the Executive Management team on the development, maintenance and reporting on the Travis County Business Plan
  - Assist in the development of a dash board for external reporting on the Business Plan
  - Assist in the integration of disparate county messaging efforts
- **General Management responsibilities for the Strategic Resource Planning unit**
  - Develop and maintain a work plan for the unit
  - Develop performance expectations for the unit with the Executive Manager
  - Develop and monitor performance measures for the unit
  - Prepare annual budget to discuss with the Executive Manager
  - Develop training expectations for the Strategic Resource Planning staff

## Strategic Resource Planner - New Position 1

- Long Range Planning
  - Central and other Campus Master Planning support
    - § Support for Central Campus plan tracking 700 Lavaca and updating the Master Plan
    - § North Campus Master Plan support
      - Act as team lead for internal PBO work related to on going Program Planning Guide development and updates for the site.
      - Liaise with FMD as needed to provide support to their efforts related to the on-going work in the North Campus area.
  - Track internal growth data and develop trend information
    - § Assist with the development of the process of collecting the data
    - § Help educate any internal resources on the collection of information
    - § Coordinate and review the development of trend analysis for certain departments and offices as assigned
    - § Assist in monitoring and maintaining timelines
      - Review completed report information for certain departments and offices as assigned and assist in the presentation of information to the Commissioners Court
- **Engaging other Government Agencies and various Committees on regional issues and initiatives to coordinate County positions and develop supporting solutions.**
  - Provide Resource Planning representation with the following working groups and committees
    - § North Campus area neighborhood association meetings
    - § Airport Blvd. Neighborhood Plan
    - § Electric Vehicle Infrastructure working Group
    - § Back up for State Facilities Commission Master Plan
    - § Back up for Waller Creek Plan
    - § Travis County Citizen's Bond Advisory Committee support for Resource Planning unit an back ground for CIP development
- **Strategic Communication - to understand and engage key audiences to create, strengthen or prescribe conditions that are favorable for the advancement of Travis County initiatives and interests.**
  - Team Lead for the coordination for the integration strategy for CIP tracking and reporting to the community
  - Assist in the development of a dash board for external reporting on the CIP
  - Team Lead for coordination with the Budget Office on capital requests and CIP status up dates
    - § Team lead on assisting with the verification of multi-year project expenditures and budget allocations related to re-budgeting requests and requests for additional resources
  - Team Lead on the development of a semi annual or quarterly report on the CIP

## Strategic Resource Planner - New Position 2

- Long Range Planning
  - Central and other Campus Master Planning support
    - § Jail Master Planning Support
      - Assist with the development of a scope of work for services and integration of the plan with the Central Campus Master Plan issues identified for the TCJ
  - Team Lead for Intra-County Technology initiatives (IJS, BEFIT)
  - Team Lead for Strategic Budgeting Issues (Impact of Sobering Center discussion, Impact of Central Booking Discussions, impact of operations and maintenance of future facilities and timelines)
  - Act as Team Lead for the development of tracking process for internal growth data and develop trend information
    - § Assist with the development of the process of collecting the data
    - § Help educate any internal resources on the collection of information
    - § Coordinate and review the development of trend analysis for certain departments and offices as assigned
    - § Assist in monitoring and maintaining timelines
      - Review completed report information for certain departments and offices as assigned and assist in the presentation of information to the Commissioners Court
- **Engaging other Government Agencies and various Committees on regional issues and initiatives to coordinate County positions and develop supporting solutions.**
  - Texas Association of Counties
  - CAPCOG
  - Texas Department of Emergency Management
  - ACC Downtown Campus Plan
  - Rail Corridor Initiatives
- **Strategic Communication - to understand and engage key audiences to create, strengthen or prescribe conditions that are favorable for the advancement of Travis County initiatives and interests.**
  - Team Lead on the development of the process fro moving to Strategic Budgeting and the development of the appropriate tracking and reporting vehicles.
  - Team Lead in the development of community “dash board” and reports for Planning & Budget
  - Team Lead in the development of an updated performance measure initiative and analysis of the information
  - Team Lead in the development and maintenance of the “dash board” (or other external reporting media) content for performance measures
  - Integration of disparate county messaging efforts



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: John Carr, Facilities Management, 854-4772  
Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director  
Sponsors: Commissioner Davis

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### **AGENDA LANGUAGE:**

Consider and take appropriate action for the naming of the new Travis County building at 4717 Heflin Lane.

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

On January 18, 2011, the Commissioners Court approved issuing a call for recommendations on naming the new Precinct One office building at 4717 Heflin Lane. Facilities Management Department sent out a press release and posted the call on the Travis County webpage. The due date for nominations was set as close of business, Monday, February 21, 2011. One nomination has been submitted. A public hearing on the potential naming of the facility was scheduled to be held on March 1, 2011.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department (FMD) recommends approval to name the Travis County New Precinct One Office building as "Richard E. Scott Building" in honor of Judge Scott as per the one official recommendation received in response to the call for names.

Because we received only one nomination, FMD requests that the Commissioners Court skip the steps of referring the one submitted candidate name for the New Precinct One Office building to the Travis County Historical Commission or another reviewing group for review and comment and then considering these comments before making a final determination.

### **ISSUES AND OPPORTUNITIES:**

Approval of the name on March 1, 2011 will provide adequate time for building signs to be manufactured and installed prior to the April dedication ceremony for the new facility.

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

N/A - No additional financial impact from this action.

**REQUIRED AUTHORIZATIONS:**

Facilities Management	John Carr	Completed	02/24/2011 10:53 AM
Facilities Management	Roger El-Khoury	Completed	02/24/2011 11:49 AM
Emergency Services	Danny Hobby	Pending	
Commissioner Precinct 1 Office	Ron Davis	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	





## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Norman McRee, Human Resources Management, 854-4821

Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director

Sponsors: Judge Biscoe

### **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 \$885,757.98, for the period of February 11 to February 17, 2011.

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

see attached

### **STAFF RECOMMENDATIONS:**

The Director or Risk 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 \$885,757.98.

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

Employee Health Benefit Fund (526) - \$885,757.98

### **REQUIRED AUTHORIZATIONS:**

Human Resources Management	Norman McRee	Completed	02/22/2011 11:29 AM
Human Resources Management	Dan Mansour	Pending	
Human Resources Management	Diane Blankenship	Pending	
Planning and Budget Office	Rodney Rhoades	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

**Travis County Commissioners Court Agenda Request**

Voting Session March 1, 2011 Work Session \_\_\_\_\_  
(Date) (Date)

**I. Request made by:**

Rodney Rhoades, Executive Manager, Planning and Budget Phone # 854-4718  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

**Requested text:**

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 \$885,757.98, for the period of February 11 to February 17, 2011.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

**III. Required Authorizations: Checked if applicable:**

- \_\_\_\_\_ Planning and Budget Office (854-9106)
- \_\_\_\_\_ Human Resources Management Department (854-9165)
- \_\_\_\_\_ Purchasing Office (854-9700)
- \_\_\_\_\_ County Attorney's Office (854-9415)
- \_\_\_\_\_ County Auditor's Office (854-9125)

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** March 1, 2011

**TO:** Members of the Travis County Commissioners Court

**FROM:** Dan Mansour, Risk 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:** February 11, 2011 to February 17, 2011

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$885,757.98

**HRMD RECOMMENDATION:** The Director or Risk 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 \$885,757.98.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: March 1, 2011  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 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: February 11, 2011  
 TO: February 17, 2011

**REIMBURSEMENT REQUESTED: \$ 885,757.98**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,501,386.42
bank withdrawal correction	\$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 22, 2011	\$	(612,913.74)
October 5, 2010 adj	\$	135.10
Adjust to balance per UHC	\$	0.20
<b>TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$</b>	<b>885,757.98</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$	 -
 TRANSFER OF FUNDS REQUESTED:	 \$	 885,757.98

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

All claims over \$25,000 (0 this week totaling \$0.00) 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 (\$135,657.30) 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 \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$31,284.71).

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.

*Diane Blankenship* 2/22/11  
 Diane Blankenship, Director, HRMD Date

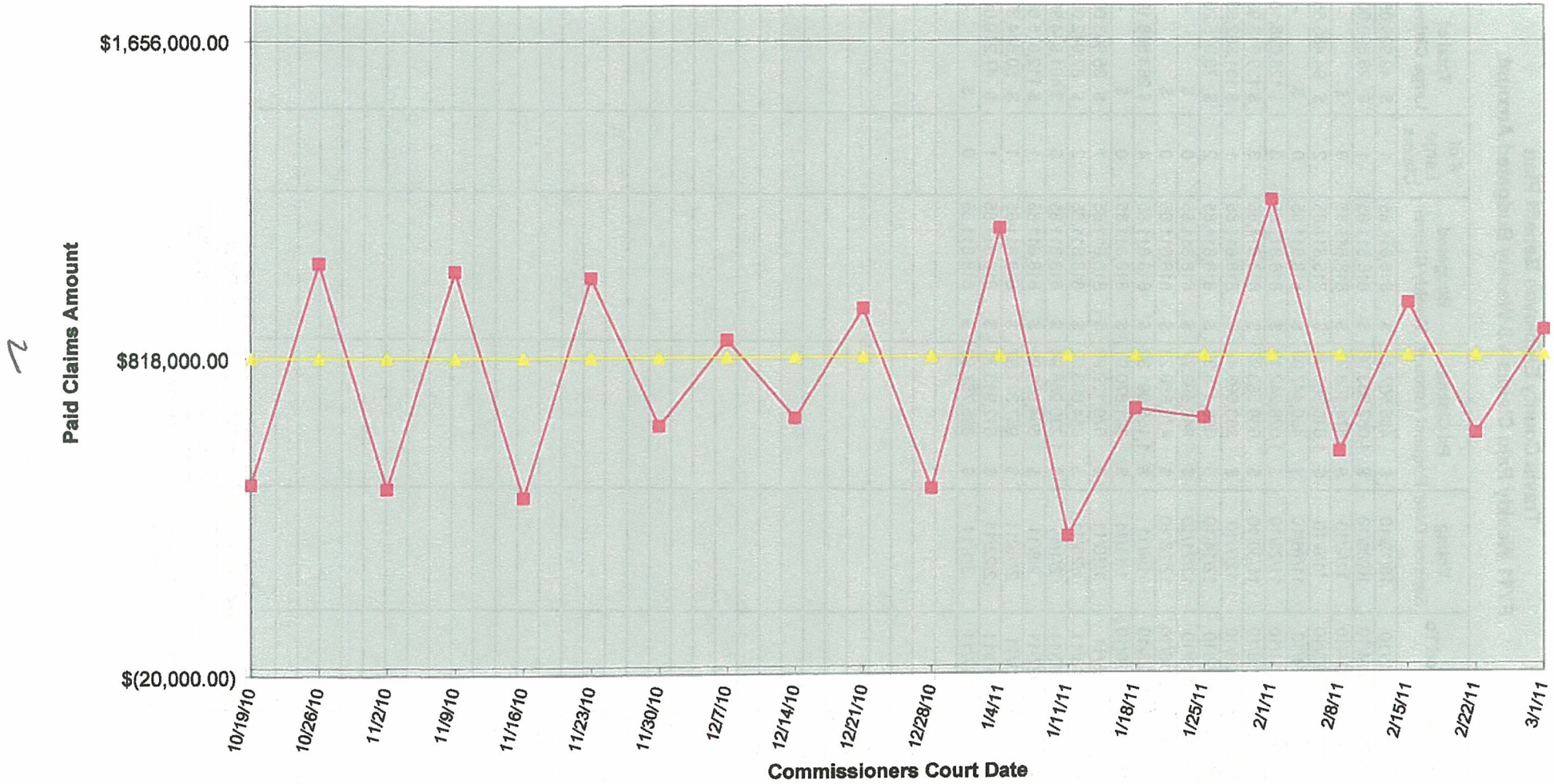
*Dan Mansour* 2/18/11  
 Dan Mansour, Risk Manager Date

*Cindy Purinton* 2-18-11  
 Cindy Purinton, Benefit Contract Administrator Date

*Norman McRee* 2/18/11  
 Norman McRee, Financial Analyst Date

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

### Travis County Employee Benefit Plan FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85





**From:** <SIFS FAX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 2/18/2011 4:37 AM  
**Subject:** UHC BANKING REPTS/C

**TO:** NORMAN MCREE  
**FAX NUMBER:** (512) 854-3128  
**PHONE:** (512) 854-3828

**FROM:** UNITEDHEALTH GROUP  
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

**DATE:** 2011-02-18                      **REQUEST AMOUNT:** \$1,501,386.42

**CUSTOMER ID:** 00000701254  
**CONTRACT NUMBER:** 00701254 00709445  
**BANK ACCOUNT NUMBER:** 0475012038                      **ABA NUMBER:** 021000021  
**FUNDING**    **ADVICE FREQUENCY:** DAILY  
**FREQUENCY:** FRIDAY    **INITIATOR:** CUST    **METHOD:** ACH    **BASIS:** BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-02-17	\$461,496.46
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,477,221.54</u>
+ CURRENT DAY NET CHARGE:	\$24,164.88
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<u><b>\$1,501,386.42</b></u>

ACTIVITY FOR WORK DAY: 2011-02-11

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$405,560.77	\$00.00	\$405,560.77
<b>TOTAL:</b>	<b>\$405,560.77</b>	<b>\$00.00</b>	<b>\$405,560.77</b>

ACTIVITY FOR WORK DAY: 2011-02-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$242,840.22	\$00.00	\$242,840.22

Page: 1 of 2

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011\_02\_17

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	-260.8	NN	1683462	AH		1 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-269.41	NN	1854664	A		2 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-278	NN	1943202	AE		6 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-280.55	NN	1129180	AE		9 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-305.47	NN	1432136	AH		6 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-314.56	NN	1725945	AH		1 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-326.03	NN	SSN0000	CAL		0 2/11/2011	600	2/17/2011	2/17/2011
701254	632	-359.5	NN	1428223	AE		9 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-390.8	NN	1866808	AH		9 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-400.57	NN	1562948	AH		6 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-445.29	NN	1291047	AH		8 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-446.44	NN	1428247	AA		5 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-522.36	NN	1716237	AH		1 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-532.89	NN	1757063	AA		6 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-547.09	NN	979895	AH		1 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-682.89	NN	SSN0000	CAL		0 2/10/2011	600	2/16/2011	2/17/2011
701254	632	-817	NN	SSN0000	CAL		0 2/14/2011	600	2/18/2011	2/17/2011
701254	632	-901.4	NN	1509340	AH		1 2/17/2011	200	2/14/2011	2/17/2011
701254	632	-8729	U4	35242600	AA		1 8/20/2010	50	2/15/2011	2/17/2011

885,757.98



# *Travis County Hospital and Insurance Fund - County Employees*

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 02/17/2011

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

51

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**Travis County - Hospital and Self Insurance Fund (526)**
**Journal Entry for the Reimbursement to United Health Care**

 For the payment week ending: 2/17/2011
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>89,797.06</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>15,989.61</b>
Total CEPO		\$105,786.67
<b><i>EPO</i></b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>197,602.21</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>47,575.02</b>
Total EPO		\$245,177.23
<b><i>PPO</i></b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>461,905.86</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>72,888.22</b>
Total PPO		\$534,794.08
Grand Total		\$885,757.98



## Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Cynthia Lam-Roldan, Human Resources Management, 854-4822  
Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Consider and take appropriate action on proposed routine personnel amendments.

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

Attached are Personnel Amendments for Commissioners Court approval.  
Routine Personnel Actions - Pages 2 - 4.  
If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

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

None.

### **REQUIRED AUTHORIZATIONS:**

Human Resources Management	Todd Osburn	Pending
Human Resources Management	Diane Blankenship	Pending
Planning and Budget Office	Rodney Rhoades	Pending
Human Resources Management		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



# HRMD

*Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

**March 1, 2011**

**ITEM # :**

**DATE:** February 18, 2011

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Sarah Eckhardt, Commissioner, Precinct 2  
Karen L. Huber, Commissioner, Precinct 3  
Margaret Gomez, Commissioner, Precinct 4

**VIA:** Rodney Rhoades, Executive Manager, Planning and Budget

**FROM:** Diane Blankenship, Director, HRMD

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 4.**

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

RR/DB/TLO

**Attachments**

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

<b>WEEKLY PERSONNEL AMENDMENTS --- ROUTINE</b>
--

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>District Clerk</b>	7	Office Asst	8 / \$22,900.80	8 / \$22,900.80
<b>Fac Mgmt</b>	131	Groundskeeper	7 / \$26,124.80	7 / \$26,124.80
<b>Sheriff</b>	366	Counselor**	15 / Level 2 / \$36,691.20	15 / Level 2 / \$36,691.20
<b>Sheriff</b>	1297	Counselor**	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50
<b>Sheriff</b>	1819	Project Management Div Mgr	30 / Midpoint / \$124,181.62	30 / Midpoint / \$124,181.62
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>Civil Courts</b>	50022	Court Operations Officer	16 / \$17.80	16 / \$17.80	05
<b>Fac Mgmt</b>	20027	Custodian	5 / \$11.00	5 / \$11.00	02
<b>Fac Mgmt</b>	20075	Custodian	5 / \$11.00	5 / \$11.00	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title –Salary</b>	<b>Comments</b>
<b>Fac Mgmt</b>	Slot 50058 / Custodian / Grd 5 / \$10.25	<b>Fac Mgmt</b>	Slot 50079 / Building Ops Worker / Grd 10 / \$11.87	Promotion temporary.

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	316	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	558	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>District Atty</b>	142	Attorney III* / Grd 24	Attorney IV* / Grd 26	\$63,638.50	\$72,861.57	Career Ladder. Pay is at minimum of pay grade.
<b>Juvenile Probation</b>	85	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$30,251.26	\$32,345.46	Career Ladder. Pay is at minimum of pay grade.
<b>Juvenile Probation</b>	596	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$32,347.77	\$33,965.16	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	34	Pretrial Officer I* / Grd 15	Pretrial Officer I* / Grd 15	\$35,647.04	\$37,429.39	Career Ladder. Pay is between min and midpoint of pay grade.
<b>TCCES</b>	47	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	\$39,804.44	\$41,794.66	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Fac Mgmt</b>	Slot 85 / Building Maint Worker / Grd 9 / \$26,644.80	<b>Fac Mgmt</b>	Slot 85 / Building Maint Worker / Grd 9 / \$27,227.20	Error correction to Pers Amend 2/1/11. Correcting pay.
<b>JP Pct 4</b>	Slot 17 / Court Clerk I / Grd 13 / \$32,719.35	<b>JP Pct 4</b>	Slot 17 / Court Clerk I / Grd 13 / \$34,777.60	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Juvenile Probation</b>	Slot 20 / Guardian Ad Litem I / Grd 16 / \$55,536.00	<b>Juvenile Probation</b>	Slot 22 / Guardian Ad Litem II / Grd 17 / \$58,312.80	Promotion. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Juvenile Probation</b>	Slot 65 / Juvenile Probation Ofcr II / Grd 15 / \$35,647.04	<b>Juvenile Probation</b>	Slot 175 / Juvenile Probation Ofcr III / Grd 16 / \$37,429.39	Promotion. Pay is between min and midpoint of pay grade.
<b>Probate Court</b>	Slot 5 / Administrative Assoc* / Grd 14 / \$46,900.88	<b>Probate Court</b>	Slot 5 / Court Operations Officer / Grd 16 / \$46,900.88	Classification change approved by CC on 1/26/10. Retains current pay.
<b>Sheriff</b>	Slot 1323 / Licensed Voc Nurse* / Grd 15 / \$50,854.99	<b>Sheriff</b>	Slot 820 / Licensed Voc Nurse / Grd 15 / \$50,854.99	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>TNR</b>	Slot 222 / Road Maint Worker / Grd 8 / \$25,833.60	<b>TNR</b>	Slot 222 / Road Maint Worker / Grd 8 / \$26,353.60	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>TNR</b>	Slot 267 / Road Maint Worker / Grd 8 / \$26,478.40	<b>TNR</b>	Slot 267 / Road Maint Worker / Grd 8 / \$26,998.40	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>TNR</b>	Slot 334 / Road Maint Worker / Grd 8 / \$27,768.00	<b>TNR</b>	Slot 334 / Road Maint Worker / Grd 8 / \$28,288.00	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>TNR</b>	Slot 560 / Park Maint Worker / Grd 7 / \$23,630.00	<b>TNR</b>	Slot 560 / Park Maint Worker / Grd 7 / \$26,916.44	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

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

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: John Carr, Facilities Management, 854-4772  
Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director  
Sponsors: Judge Biscoe

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### **AGENDA LANGUAGE:**

Consider and take appropriate action on request from Ms. Amy Valdez for return of her deposit of \$230 for an event that was planned to be held at the Exposition Center Skyline Club.

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

Ms. Amy (Mota) Valdez contacted Facilities Management Department to request a refund of her deposit that she made for her wedding reception. She originally scheduled her reception to occur on February 14, 2009. Ms. Valdez signed the contract and made her deposit on May 20, 2008. Prior to the scheduled date, Ms. Valdez contacted the Exposition Center staff and requested to reschedule her wedding reception to occur later. The Event Coordinator (no longer with the County) advised that November 14, 2009 was available for rental of the Skyline Club and Ms. Valdez proceeded with plans for that new date. Mr. Norton, the previous Exposition Center Director, discovered a conflict with another scheduled event and Ms. Valdez was not able to hold her reception on November 14<sup>th</sup>. Due to the scheduling conflict and the passage of time, Ms. Valdez did not hold her reception at the Exposition Center and is requesting a refund of her initial deposit of \$230. This would appear to be a fair request.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department concurs with Ms. Valdez's request and recommends refund of her deposit in the amount of \$230.

### **ISSUES AND OPPORTUNITIES:**

Refund of this deposit would demonstrate fair treatment of potential clients at the Exposition Center. This refund might result in Ms. Valdez considering returning to the Exposition Center in the future if she has another need for this type venue.

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

FY 11 Budget Impact: Loss of revenue - \$230



**REQUIRED AUTHORIZATIONS:**

Facilities Management	John Carr	Completed	02/16/2011 5:49 PM
Facilities Management	Roger El-Khoury	Completed	02/16/2011 6:03 PM
Emergency Services	Danny Hobby	Completed	02/17/2011 8:36 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

**From:** Dianna Floyd  
**To:** Lloyd Evans  
**Date:** 2/2/2011 8:35 AM  
**Subject:** Refund

Lloyd,  
Can you please help me get Ms. Valdez refund to her. MN never did it and she was promised her refund.  
See below.

Hi Dianna,

I appreciate if you can please help me get this resolved as we have started another year and we still have not received our refund for our deposit due to overbooking that Marianna originally over looked. I understand that she left and Michael was suppose to be working on getting me back my refund but still nothing. I have attached communication between all of us and I'm just ready to get this all resolved. I was informed by Mr. Norton that the date November 14, 2009 was over looked and our Wedding Reception was not available after all for the Skyline due to the Circus going on in the arena. Our original **\$230 deposit** was for February 14, 2009 but I needed to move the date for November 14, 2009 and was informed by Marianna that said date was available. Please send my refund deposit to **22101 Kyle Dr. Spicewood, TX 78669.**

Please contact me @ 512.264.4120 if there are any questions.

Thanks so much & hope you're feeling better from your wreck.

Amy (Mota) Valdez

Dianna Floyd  
Events Coordinator  
Travis County Exposition Center  
7311 Decker Lane, Austin TX 78724  
Voice.512.854.4900  
Fax.512.928.9953  
dianna.floyd@co.travis.tx.us  
[http://www.co.travis.tx.us/exposition\\_center/](http://www.co.travis.tx.us/exposition_center/).

## Travis County Commissioners' Court Agenda Request

Meeting Date: March 1, 2011

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. UPDATE ON LEGISLATIVE ACTIVITIES;
- B. ADOPTION OF A RESOLUTION IN SUPPORT OF THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH PROPOSAL RELATING TO PROPERTY, FACILITIES AND EQUIPMENT;
- C. DISCUSSION OF REGIONAL CUTS TO 9-1-1 FUNDING THROUGH CAPCOG AND ITS IMPLICATIONS FOR TRAVIS COUNTY;
- D. DISCUSSION OF HOUSE BILL 990, RELATING TO CERTAIN HOMESTEAD PRESERVATION REINVESTMENT ZONES; AND,
- E. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS, AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:  
**NONE APPLICABLE.**

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Diane Blankenship  
Director, Human Resources Management Department  
Phone: 854-9170  
Email: [Diane.Blankenship@co.travis.tx.us](mailto:Diane.Blankenship@co.travis.tx.us)

Daniel Bradford  
County Attorney's Office  
Phone: 854-3718  
Email: [Daniel.Bradford@co.travis.tx.us](mailto:Daniel.Bradford@co.travis.tx.us)

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: [David.Escamilla@co.travis.tx.us](mailto:David.Escamilla@co.travis.tx.us)

Sherrie Fleming, Executive Manager  
Health and Human Services/Veterans Services  
Phone: 854-4101  
Email: [Sherri.Fleming@co.travis.tx.us](mailto:Sherri.Fleming@co.travis.tx.us)

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: [Cyd.Grimes@co.travis.tx.us](mailto:Cyd.Grimes@co.travis.tx.us)

Joe Harlow, Interim Executive Manager  
Information Technology Services  
Phone: 854-9372  
Email: [Joe.Harlow@co.travis.tx.us](mailto:Joe.Harlow@co.travis.tx.us)

Danny Hobby, Executive Manager  
Emergency Services  
Phone: 854-4416  
Email: [Danny.Hobby@co.travis.tx.us](mailto:Danny.Hobby@co.travis.tx.us)

Item # \_\_\_\_

Roger Jefferies, Executive Manager  
Justice and Public Safety  
Phone: 854-4415  
Email: [Roger.Jefferies@co.travis.tx.us](mailto:Roger.Jefferies@co.travis.tx.us)

Steven Manilla, Executive Manager  
Transportation and Natural Resources  
Phone: 854-9429  
Email: [Steven.Manilla@co.travis.tx.us](mailto:Steven.Manilla@co.travis.tx.us)

Rodney Rhoades, Executive Manager  
Planning and Budget Office  
Phone: 854-9106  
Email: [Rodney.Rhoades@co.travis.tx.us](mailto:Rodney.Rhoades@co.travis.tx.us)

Susan Spataro  
Travis County Auditor  
Phone: 854-4195  
Email: [Susan.Spataro@co.travis.tx.us](mailto:Susan.Spataro@co.travis.tx.us)



# MEMO

- For Your Information**
- Action Required**

**TO:** Travis County Commissioners Court

**FROM:** Deece Eckstein, Coordinator, IGR

**DATE:** Wednesday, February 23, 2011

**RE:** Legislative agenda items for Tuesday, March 1:

- Report on legislative activities
- Central Health proposed legislation and resolution in support thereof
- Briefing on proposed cuts to 9-1-1 funding (via CAPCOG) and implications for the County
- House Bill 990, related to homestead preservation districts
- Amendments to the County legislative agenda

## SUMMARY AND IGR RECOMMENDATION

IGR recommends the following:

1. Adoption of the attached resolution in support of proposed legislation to expand the authority of the Travis County Healthcare District to manage the District's property, facilities and equipment.
2. Adoption of an amendment to the Priorities section of the County's legislative agenda:

## ISSUES AND OPPORTUNITIES

The Travis County Healthcare District (d/b/a Central Health) seeks an expansion of its authority to make decisions regarding its property, facilities and equipment, with less need for oversight and approval by the

Commissioners Court. The attached materials from Central Health include a description of the need for the legislation, proposed statutory changes, and a draft resolution in support of the proposal.

As the Planning and Budget Office pointed out last week, the House and Senate budget bills propose significant cuts to 9-1-1 funding statewide. Attached is a memo from Brad Bearden re CAPCOG discussions around closing several PSAPs and a PowerPoint presentation prepared by Betty Voights on this issue.

Last session, the Commissioners Court endorsed a bill by Representative Eddie Rodriguez to improve the relationship between Travis County and the City of Austin in the governance and funding of the Homestead Preservation District TIF. The bill passed the House and Senate but was vetoed because of other provisions that had been included. Representative Rodriguez has re-filed the bill as HB 990 this session. Attached is a memo that summarizes the high points of the bill and recounts the history of the HPD.

In light of the Court's budget discussions last week, IGR recommends amending one of the County's legislative priorities to reflect the Court's desire that we oppose budget cuts to the wide gamut of Travis County programs and services, not just those in the health and human services. This in no way minimizes the importance of those services or the seriousness of the threat to their funding, but recognizes that there are many programs (indigent defense, LIRAP, etc.) that are at risk in the proposed budgets. The proposed amendment to Priority #3 is indicated below.

Oppose budget cuts to, and support additional funding for, ~~health and human services~~ programs that provide necessary benefits and services to Travis County residents.

## Highlights of Legislative Activities

Tuesday, March 1, 2011

*(prepared 2/23/11)*

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1. This week at the **Senate Finance Committee:**

- ★ Monday, 2/28      Natural resources agencies
- ★ Tuesday, 3/1      Business and economic development agencies, including  
TXDoT
- ★ Wednesday, 3/2    Public safety agencies, including the Juvenile Probation  
Commission and the Texas Youth Commission.

2. The schedule for next week at the **House Appropriations Committee** has not been published. Two subcommittees, on education and on health and human services, continue to meet almost daily.
3. As of Wednesday, February 23, ten bills that IGR is tracking are scheduled for hearings during the week of the 28<sup>th</sup>, including bills relating to groundwater ownership rights and interest on ad valorem tax payments.
4. The Policy Committee of the Conference of Urban Counties (CUC) will meet on Wednesday, March 2.
5. As of Wednesday, February 23, the IGR staff is tracking **586** bills. Key County staffers are analyzing relevant bills through the ATLAS system and have already analyzed **324** of them.
6. As of Tuesday, March 1, there are **84 days remaining** in the session.
7. Wednesday, March 2, is **Texas Independence Day**.



Printed: 2/23/2011, 8:25 PM

AS OF	WEEK	1	2	3	4	5	6	7	8	9	10
<b>WEDNESDAY</b>		13-Jan	20-Jan	27-Jan	2-Feb	9-Feb	16-Feb	23-Feb	2-Mar	9-Mar	16-Mar
	<b>HBs</b>	594	692	998	1,054	1,213	1,335	1,627			
	<b>HJR</b> s	50	54	65	68	74	80	87			
	<b>SBs</b>	327	357	400	491	565	685	835			
	<b>SJR</b> s	9	10	12	16	19	20	23			
<b>TOTAL</b>	<b>BILLS</b>	980	1,113	1,475	1,629	1,871	2,120	2,572	0	0	0
<b>TRAVIS COUNTY</b>											
	<b>TRACKED</b>	250	289	356	394	471	522	586			
	<b>ANALYZED</b>	111	126	171	201	259	281	324			
	<b>SUPPORT</b>	-	-	-	-	-	-	-	-	-	-
	<b>OPPOSE</b>	-	-	-	-	-	-	-	-	-	-

AS OF	WEEK	11	12	13	14	15	16	17	18	19	20
<b>WEDNESDAY</b>		23-Mar	30-Mar	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May
	<b>HBs</b>										
	<b>HJR</b> s										
	<b>SBs</b>										
	<b>SJR</b> s										
<b>TOTAL</b>	<b>BILLS</b>	0	0	0	0	0	0	0	0	0	0
<b>TRAVIS COUNTY</b>											
	<b>TRACKED</b>										
	<b>ANALYZED</b>										
	<b>SUPPORT</b>	-	-	-	-	-	-	-	-	-	-
	<b>OPPOSE</b>	-	-	-	-	-	-	-	-	-	-



# Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, {MeetType}  
Prepared By: Michael Heath, County Attorney's Office, 854-3427  
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney  
Sponsors: Judge Biscoe

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## **AGENDA LANGUAGE:**

APPROVE RESOLUTION EXPRESSING SUPPORT FOR TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH'S PROPOSED LOCAL BILL CONCERNING PROPERTY, FACILITIES, AND EQUIPMENT

---

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

{ResBody}

## **STAFF RECOMMENDATIONS:**

Enter Staff Recommendations here

## **ISSUES AND OPPORTUNITIES:**

Enter Issues and Opportunities here

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

ENTER Amount of Funding, Source of Funding, Previously Approved by Commissioners Court (Earmark?), Annualized Amount, Current Budget

## **REQUIRED AUTHORIZATIONS:**

County Attorney's Office	Beth Devery	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

TRAVIS COUNTY COMMISSIONERS COURT

RESOLUTION

- WHEREAS**, the Travis County HealthCare District d/b/a Central Health was created by local vote in May 2004; and
- WHEREAS**, Texas law gives the Travis County Commissioners Court specified oversight responsibilities for Central Health, including appointing certain of the Board members and approving Central Health's budget and tax rate; and
- WHEREAS**, the Travis County Commissioners Court has the authority to delegate certain functions to the Central Health Board of Managers, namely the method of making purchases by and for Central Health and accounting and control procedures; and
- WHEREAS**, the Travis County Commissioners Court has previously delegated to Central Health the method of making purchases and accounting and control procedures; and
- WHEREAS**, Central Health also has the authority under applicable law to contract with any person, including a public or private entity or a political subdivision of this state to provide or assist in the provision of services; and
- WHEREAS**, to either give to or clarify that Central Health has the authority to conduct real estate transactions without approval from the Travis County Commissioners Court, Central Health has suggested the filing of a local bill that would provide Central Health with clear authority to conduct real estate transactions without requiring that each transaction be approved by the Commissioners Court; and
- WHEREAS**, the Travis Commissioners Court retains approval authority over Central Health's annual budget, including planned expenditures on real estate, which are typically listed as separate line items within a proposed and adopted budget; and
- WHEREAS**, a draft bill that accomplishes the purposes set out in this resolution has been prepared by Texas Legislative Council and is attached hereto and is incorporated herein by reference; and
- WHEREAS**, the Travis County Commissioners Court desires to express its support of the draft bill; and
- WHEREAS**, notice of the Court's consideration of this resolution was posted in accordance with the Texas Open Meetings Act; and
- WHEREAS**, the Court considered this item in an open session at which members of the public were able to participate;

**NOW, THEREFORE, BE IT RESOLVED** by the Travis County Commissioners Court of the State of Texas that the Court supports the goals expressed in the draft bill attached hereto and authorizes Central Health to share this resolution as necessary in support of the bill or in any similar legislation that encompasses the goals as set out in the draft bill.

SIGNED AND ENTERED INTO ON THIS \_\_\_\_ DAY OF MARCH, 2011.

---

SAMUEL T. BISCOE  
COUNTY JUDGE

---

RON DAVIS  
COMMISSIONER, PRECINCT 1

---

SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

---

KAREN HUBER  
COMMISSIONER, PRECINCT 3

---

MARGARET J. GÓMEZ  
COMMISSIONER, PRECINCT 4

By: \_\_\_\_\_

\_\_\_\_.B. No. \_\_\_\_\_

A BILL TO BE ENTITLED

AN ACT

relating to the powers of certain hospital districts regarding district properties, facilities, and equipment.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Section 281.0511, Health and Safety Code, is amended to read as follows:

Sec. 281.0511. CONTRACTING AUTHORITY AND POWERS RELATING TO PROPERTY, FACILITIES, AND EQUIPMENT OF CERTAIN DISTRICTS.

SECTION 2. Section 281.0511, Health and Safety Code, is amended by adding Subsections (c) and (d) to read as follows:

(c) Notwithstanding Section 281.050, the board may construct, condemn, acquire, lease, add to, maintain, operate, develop, regulate, sell, exchange, and convey any property, property right, equipment, hospital facility, or system to maintain a hospital, building, or other facility or to provide a service required by the district without the approval of the commissioners court.

(d) Notwithstanding Sections 281.050 and 281.051, the board may, without the approval of the commissioners court, lease undeveloped real property for not more than 50 years to provide for the development and construction of facilities designed to generate revenue for the financial benefit of the district. The board, directly or through a nonprofit corporation, may contract or enter into a joint venture with a public or private entity as necessary to

1 enter into a lease under this subsection.

2           SECTION 3. This Act takes effect immediately if it receives  
3 a vote of two-thirds of all the members elected to each house, as  
4 provided by Section 39, Article III, Texas Constitution. If this  
5 Act does not receive the vote necessary for immediate effect, this  
6 Act takes effect September 1, 2011.



CENTRAL HEALTH

1111 East Cesar Chavez St.  
 Austin, Texas 78702  
 Phone: 512-978-8155  
 Fax: 512-978-8156  
 www.centralhealth.net

## MEMORANDUM

To: Travis County Commissioners Court

From: Patricia A. Young Brown, President and CEO

Date: February 23, 2011

Re: Approve Resolution Expressing Support for Travis County Healthcare District d/b/a Central Health's Proposed Local Bill Concerning Property, Facilities, and Equipment

### Background

The Travis County Healthcare District d/b/a Central Health was created in 2004 under the authority of the Texas Constitution and chapter 281 of the Texas Health and Safety Code. Chapter 281 gives the Travis County Commissioners Court certain oversight responsibilities over Central Health, primarily appointing a number of members to the Central Health Board of Managers and approving Central Health's annual budget and tax rate. Chapter 281 also permits the Commissioners Court to delegate certain matters to the Central Health Board, specifically the method of making purchases and accounting and control procedures. Finally, changes to Chapter 281 since 2004 have given Central Health additional authorities to manage its operations, such as the ability to rename itself and to enter service contracts without approval of the Commissioners Court. While Central Health has had authority either directly granted or delegated to it, the Commissioners Court retains authority to approve Central Health's annual budget and tax rate.

### Central Health Operations

Upon its creation, Central Health became the owner of the property and buildings in which University Medical Center Brackenridge is located, and the long-term lease under which the hospital is operated by the Seton Family of Hospitals was assigned by operation of law from the City of Austin to Central Health. Additionally, since March of 2009, Central Health and CommUnityCare, an affiliated non-profit corporation, jointly comprise an entity designated as a federally qualified health center. CommUnityCare currently operates twenty health centers in Travis County. Central Health either owns or leases almost all of those health centers. Additionally, Central Health has administrative offices, as well as eligibility offices in which individuals seeking to become eligible for Central Health's Medical Assistance Program (MAP) have appointments.

### Proposed Local Bill

Given the number of property, facility, and equipment transactions that Central Health conducts, as well as the authority that Central Health either has directly or has been delegated to it, as well as the authority that the Commissioners Court retains to approve Central Health's annual budget and tax rate, it seems appropriate that Central Health

Thomas B. Coopwood M.D.  
*Chairperson*

Rosie Mendoza, C.P.A.  
*Vice-Chairperson*

Frank Rodriguez  
*Treasurer*

Bobbie Barker  
*Secretary*

Clarke Heidrick, J.D.

Donald Patrick, M.D., J.D.

Brenda Coleman-Beattie, M.A.

Anthony Haley, J.D.

Katrina Daniel, R.N.

Patricia Young Brown, C.P.A.  
*President & CEO*

have the authority to handle its own property, facility, and equipment transactions. There is authority for Central Health to enter into service contracts without approval of the Commissioners Court. However, it is unclear whether, under current law, Central Health can conduct transactions involving property, facility, and equipment without Commissioners Court approval. To that end, Central Health is seeking clarification through legislation that it does have that authority.

A local bill has been drafted that would make clear that Central Health has the authority to enter into transactions involving property, facilities, and equipment without Commissioners Court approval. Central Health is requesting that the Commissioners Court approve a resolution expressing support of the proposed local bill. A proposed resolution and the draft local bill are attached to this memorandum.



TO: Danny Hobby  
FROM: Brad Bearden  
RE: Proposed 9-1-1 Operations 2012-2013

Current CAPCOG 9-1-1 budget will be cut from \$21,614,308 to \$15,267,917, or approximately \$5.4 million over the next 2 years (2012-2013).

The COG has looked over everything and has suggestions on many cuts, internally and externally.

They are also looking at possibly closing at many as 12 PSAPs (Travis County PSAPs in **bold**):

- **Lago Vista (already a secondary PSAP) averages two (2) 9-1-1 calls daily, costs \$45,702/yr**
- **Westlake Hills (already a secondary PSAP) averages two (20 9-1-1 calls daily, costs \$44,597/yr**
- Smithville
- Luling
- **Lakeway-averages ten (10) 9-1-1 calls daily and costs ~\$44,597/yr**
- Elgin
- Taylor
- Lockhart
- Leander
- Marble Falls
- Kyle
- **Pflugerville-averages thirty-six (36) 9-1-1 calls daily and costs ~\$62,000/yr**

That leaves 4 possibilities in Travis County, 2 of which are already answered at CTECC. CAPCOG did not really think that the last 4 PSAPs in the list would be closed – just a possibility. Chris Wallace from Travis County 9-1-1 said that APD used to take the Lakeway 9-1-1 calls so she was not sure who might start getting them next year. If Travis County ended up taking the Lakeway calls, 10 more per day would not really affect TravCo 9-1-1 much since they are already taking between 300 and 400 9-1-1 calls daily.

If Travis County 9-1-1 had to start taking Pflugerville calls also, that might pose a bigger problem since that would total another 46 calls daily including Lakeway and Pflugerville. Please keep in mind that all of this is just possible cuts. The agenda for next month's CAPCOG Executive meeting will probably come out late next week and Greg said he would get me a copy. Otherwise this will be discussed at the March 9<sup>th</sup> Executive meeting. Some of this probably also depends on the outcome of the Texas Legislature.

The annual costs above are just for getting the calls answered by the PSAP and any equipment that goes along with it. The personnel would still be the responsibility of the respective agency and probably would not change much since they would still have to dispatch the call once it came from CTECC.

## 9-1-1 Operations

# FY 2012 & 2013 Budget





# Budget Overview



FY 10-11 Reduction represents state agency reductions passed on to COG.

First budget submitted March 2010 to CSEC

Final January number based on additional reductions recommended by LBB



# Budget Overview

	<b>FY2010 &amp; 11</b>	<b>March 2010 FY2012 &amp; 13</b>	<b>Proposed FY2012 &amp; 13</b>
<b><i>Administration</i></b>	<b>\$1,577,940</b>	<b>\$1,656,782</b>	<b>\$1,426,611</b>
<b><i>Program</i></b>	<b>\$15,947,980</b>	<b>\$18,402,593</b>	<b>\$13,841,306</b>
<b><i>Equipment</i></b>	<b>\$4,088,388</b>	<b>\$787,435</b>	<b>\$0</b>
<b>TOTAL BUDGET</b>	<b>\$21,614,308</b>	<b>\$20,846,810</b>	<b>\$15,267,917</b>



# Proposed Reductions

Administration	\$230,171
Equipment	\$787,435
Program	\$4,561,287
Phase 1	\$3,083,049
Phase 2	
PSAPs	\$814,362
ALI Maintenance	\$663,876

# Administration (\$230,171)



## Eliminated

.7 FTE

All CAPCOG staff training

Telecommunicator recognition programs

## Reduced

Dues/Subscriptions

Communications/Postage

Supplies/Travel



# Program – Phase 1 (\$3,083,049)

## Eliminated

- Personnel (1.3 FTE)
- Network Reliability Trunking
- PSAP Room Preparation
- Public Education
- Contract Training
- Ancillary Equipment Maintenance
- Pre-arrival dispatch protocol support

## Reduced

- Next Generation 9-1-1 network services
- Wireless Network test phones



# Program – Phase 2 (\$814,362)

Close PSAPs	Calls/day	
Lago Vista	2	\$89,194
Westlake Hills	2	\$91,404
Smithville	2	\$98,148
Luling	4	\$101,334
Elgin	8	\$95,108
Lakeway	10	\$89,194
Taylor	15	\$125,522
Leander	15	\$124,458





# Program – Phase 2

## Additional PSAPs

Lockhart PD	19	\$112,606
Marble Falls PD	22	\$122,132
Kyle PD	28	\$117,752
Pflugerville PD	36	\$123,319



# Program – Phase 2 (\$663,876)

## ALI Maintenance Options

	FY2012-13 Original	FY12-13 Formula-based plus	FY12-13
<b>Bastrop</b>	185056	171286	
<b>Blanco</b>	143136	30000	QA/QC only
<b>Burnet</b>	169192	161592	
<b>Caldwell</b>	155146	30000	QA/QC only
<b>Fayette</b>	153660	167750	
<b>Hays</b>	249602	227174	
<b>Lee</b>	145200	30000	QA/QC only
<b>Llano</b>	146306	30000	
<b>Travis</b>	871036	568909	QA/QC only
<b>Williamson</b>	424512	379602	
<b>Subtotal</b>	2,642,846	1,796,314	
<b>CAPCOG</b>		182656	
<b>TOTAL</b>		1,978,970	

## 9-1-1 Operations

# FY 2012 & 2013 Budget





# MEMO

- For Your Information**
- Action Required**

**TO:** Travis County Commissioners Court

**FROM:** Deece Eckstein, Coordinator, IGR

**DATE:** Wednesday, February 23, 2011

**RE:** Homestead Preservation District legislation

## SUMMARY

Representative Eddie Rodriguez has re-filed legislation relating to the governance structure of the homestead preservation district (HPD) he created in 2005. This bill **enhances Travis County's role in the governance** of the HPD and **reduces its financial contribution** to be more equitable vis-à-vis that of the City of Austin.

In this memo, you will find:

- (1) A summary of the 2005 legislation that created the HPD;
- (2) A status report on efforts by the City and the County to create the TIF;
- (3) A map of the HPD as created by the City of Austin; and
- (4) A copy of House Bill 990 by Rep. Rodriguez.

## OVERVIEW OF HOMESTEAD PRESERVATION ACT

The Homestead Preservation Act (Chapter 373A, Local Government Code) was passed in 2005 and grants the City of Austin the authority to create a special Homestead Preservation District for Central East Austin.

The purposes of the District are to:

- (1) promote the ability of the City to increase home ownership, provide affordable housing, and prevent the involuntary loss of homesteads by existing low-income and moderate-income homeowners living in the District;
- (2) provide the City with a means to expand and protect the homestead interests of low-income and moderate-income families in the District.

The Act allows the City to use **three tools to implement the District:** Homestead Land Trusts, Homestead Preservation Reinvestment Zone, and Urban Land Bank.

#### *Homestead Preservation Reinvestment Zone*

With a few exceptions, this part of the bill is a standard authorization for Tax Increment Financing (TIF), which is a tool that local governments can use to publicly finance needed structural improvements and enhance infrastructure within a defined area.

The main distinction is that this is created with the objective of encouraging the development of owner-occupied affordable housing within the Homestead Preservation District. The other significant distinction is that the law requires both the City and the County to participate in the TIF as partners.

**The TIF cannot be created without the consent of the Travis County Commissioners Court.**

As in other TIFs, the basis for accumulating revenue is the increase of property values in the area, some of which may be anticipated as a direct effect of the Homestead Preservation District itself.

Under current law, the City and County must each contribute the same *amount* to the TIF – a provision the County has found unacceptable. Under

Rep. Rodriguez's bill, the City and County adopt the same *percentage* contribution to the TIF – a formula that recognizes that Travis County already provides a more generous homestead exemption than the City.

## **HISTORY OF THE HOMESTEAD PRESERVATION DISTRICT**

On January 11, 2007, the City Council approved an ordinance creating the Homestead Preservation District. (A map of the district is attached.) On January 31, 2008, the City Council directed the City Manager to work with Travis County to begin the steps needed to implement a Tax Increment Financing (TIF) Reinvestment Zone in all or a portion of the Homestead Preservation District.

The City of Austin adopted a TIF in November 2008. The Commissioners Court declined to adopt the TIF before December 31, 2008 - thus the 2008 tax base was not captured. The County also shared its concerns about the structure of the TIF, specifically:

- (1) The governance structure of the TIF board favored the City, effectively making the County a silent partner in the TIF; and,
- (2) The law required equal dollar contributions to the TIF from the City and the County, even though the County was offering a more generous homestead exemption than the City.

During the legislative session in 2009, the County and the City worked with Rep. Rodriguez to address these concerns. House Bill 3983 contained agreed-upon language to resolve the differences. The bill passed the Legislature but was vetoed by the Governor for unrelated reasons.

Rep. Rodriguez has re-filed HB 3983 as HB 990 this session. House Bill 990 contains the **identical language** that appeared in the agreed-upon portions of HB 3983. A copy of HB 990 is attached.

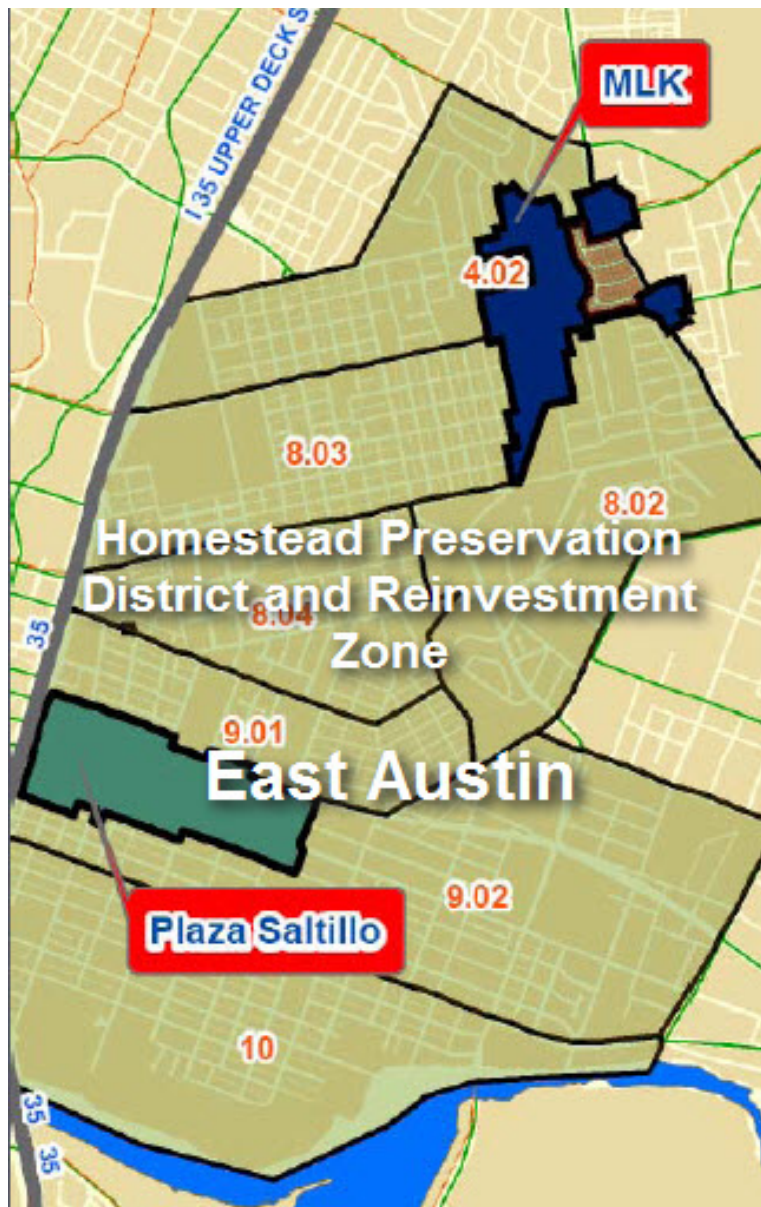
## **OUTSTANDING ISSUES**

Even if House Bill 990 passes, there remain many questions about the overall proposal, particularly the homestead land trust (Subchapter C,

Chapter 373A) and homestead land bank (Subchapter E, Chapter 373A) programs. Because of the delays in creating the TIF, very little work has been done on these programs.

## ATTACHMENTS

1. House Bill 990 (by Rodriguez), 82<sup>nd</sup> Texas Legislature



82R3700 JAM-D

By: Rodriguez

H.B. No. 990

A BILL TO BE ENTITLED

AN ACT

relating to certain homestead preservation reinvestment zones.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 373A.1522, Local Government Code, is amended to read as follows:

Sec. 373A.1522. EFFECTIVE DATE OF ZONE. The zone designated by the ordinance adopted under Section 373A.1521 takes effect on the date on which the county adopts a final order[+]

[(-1)] agreeing to the creation of the zone, the zone boundaries, and the zone termination date specified by the municipality under Section 373A.1521(1)[+and

~~[(-2) specifying an amount of tax increment to be deposited by the county into the tax increment fund that is equal to the amount of the tax increment specified by the municipality under Section 373A.1521(3)].~~

SECTION 2. Section 373A.155(b), Local Government Code, is amended to read as follows:

(b) The county shall pay into the tax increment fund for the zone the same percentage of the tax increment produced by the county that ~~[an amount equal to the tax increment paid by]~~ the municipality pays into the fund ~~[as specified in the order adopted~~



H.B. No. 990

~~under Section 373A.1522].~~

SECTION 3. Subchapter D, Chapter 373A, Local Government Code, is amended by adding Section 373A.159 to read as follows:

Sec. 373A.159. COMPOSITION OF BOARD OF DIRECTORS OF HOMESTEAD PRESERVATION REINVESTMENT ZONES. (a) Notwithstanding Chapter 311, Tax Code, the board of directors of a homestead preservation reinvestment zone consists of at least 6 and not more than 16 members, unless more than 16 members are required to satisfy the requirements of this section.

(b) The municipality and county approving the payment of all or part of the tax increment into the tax increment fund each may appoint an equal number of members to the board.

(c) Members of the board are appointed for terms of two years unless longer terms are provided under Section 11, Article XI, Texas Constitution. Terms of members may be staggered.

(d) A vacancy on the board is filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.

(e) To be eligible for appointment to the board, an individual must:

(1) be a qualified voter of the county; or

(2) be at least 18 years of age and own real property in the reinvestment zone or be an employee or agent of a person that owns real property in the zone.

(f) Each year the board of directors of a reinvestment zone

H.B. No. 990  
shall elect one of its members to serve as presiding officer for a term of one year. The board of directors may elect an assistant presiding officer to preside in the absence of the presiding officer or when there is a vacancy in the office of presiding officer. The board may elect other officers as it considers appropriate.

(g) A member of the board of directors of a homestead preservation reinvestment zone:

(1) is not a public official by virtue of that position;  
and

(2) unless otherwise ineligible, may be appointed to serve concurrently on the board of directors of a local government corporation created under Subchapter D, Chapter 431, Transportation Code.

(h) The board of directors created in this section has the powers and duties prescribed by Sections 311.010 and 311.011, Tax Code.

SECTION 4. This Act takes effect September 1, 2011.



# Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Susan Bell, County Clerk's Office, 512-854-9587  
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk  
Sponsors: Judge Biscoe

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## **AGENDA LANGUAGE:**

Consider and take appropriate action on personnel adjustments in the County Clerk's Office to manage the research and preparation of requirements for a new voting system and to assist in the transition to a new Elections Division Director.

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

Enter Background/Summary of Request and Attachments here  
See Attachments

## **STAFF RECOMMENDATIONS:**

See Attachments

## **ISSUES AND OPPORTUNITIES:**

Enter Issues and Opportunities here  
See Attachments

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

No additional funds are required for FY11 or FY12.

## **REQUIRED AUTHORIZATIONS:**

County Clerk's Office	Michael Winn	Completed	02/17/2011 9:05 AM
County Clerk's Office	Gail Fisher	Completed	02/17/2011 9:05 AM
County Judge's Office	Cheryl Aker	Completed	02/24/2011 10:37 AM
Commissioners Court	Cheryl Aker	Pending	



**Dana DeBeauvoir**  
Travis County Clerk

PO Box 149325, Austin TX 78714-9325  
Phone: (512) 854-9188 Fax: (512) 854-3942  
<http://www.co.travis.tx.us>

Recording, Elections, Computer Resources,  
Accounting, and Administration Divisions  
5501 Airport Boulevard, Austin, Texas 78751-1410

Misdemeanor Records, Civil/Probate,  
and Records Management Divisions  
1000 Guadalupe, Austin, Texas 78701-2328

February 22, 2011

TO: Commissioners Court  
Randy Lott, Planning and Budget Office  
Todd Osburn, Human Resource Management Office  
FROM: Dana DeBeauvoir  
RE: Temporary Reassignment of Elections Division Staff

We are requesting two temporary salary increases and the temporary creation of a special project temporary employee position in the County Clerk Elections Division. This proposal addresses the need for additional staff resources necessary to:

1. Manage the research and preparation of requirements for a new voting system for Travis County, and
2. Provide hands-on experience for some of the duties performed by our current Elections Division Manager who will be retiring around May 2012. These duties include budget preparation, entity contract management, and project planning issues specific to different types of elections (for example: municipal and school district, political party primary, and constitutional amendment elections).

Our plan is to assign one of our Election Management Coordinators to this job. We will then back fill this job with an existing election special project temp employee and back fill the special project temp position with an existing temporary employee. Salary adjustments are necessary to correspond with the increase in the level of responsibility associated with these employees' temporary duties.

We are asking that the Election Management Coordinator and the current election special project temporary employee each receive a 15% increase in salary. For the third employee, we are requesting a change in the status of a temporary employee to a special project temporary employee, therefore requiring additional funding for benefits. This position will end by June 1, 2012.

If this change were to occur March 1, 2011, the cost in FY11 would be \$28,985.32. The cost during FY12 would be \$33,126.08. The total cost for this entire request will be \$62,111.40. A spreadsheet detailing these costs is attached. Some of the costs associated with this special project temporary position will be reimbursed by other entities contracting with our office for election services. Conservatively, we estimate that approximately \$8,000 of this salary will be reimbursed in FY11 and another \$8,000 in FY12.

To fund the remaining costs, we would like to use money from the Recording Division's temporary employee line item (001-2060-532-0801). This money is typically used to manage ongoing responsibilities and special projects in the Recording Division. We will ask Planning and Budget to move this money to the appropriate Election line items for FY11 and FY12. We will then work to recover these temporary employee funds for the Recording Division using salary and operational savings.

By June 1, 2012, hiring for the new Elections Division Manager will be completed, the salaries will be readjusted, and the special project temporary position will end.

Thank you and please let us know if you have any questions.

**EXISTING**

Slot Number	Grade Number	Salary	FICA	Retirement	W/C Rates	Health	Life Insurance	Total Benefits	Total Comp
			7.65%	11.44%	0.00195	Flat Rate	Flat Rate		
21	22	\$ 60,839.29	\$ 4,654.21	\$ 6,960.01	\$ 118.64	\$ 8,352.96	\$ 87.00	\$ 20,172.82	\$ 81,012.11
60011	15	37,208.53	2,846.45	4,256.66	72.56	8,352.96	87.00	15,615.63	52,824.16
23253	Temp	16,640.00	1,272.96	-	32.45	-	-	1,305.41	17,945.41
		114,687.82	8,773.62	11,216.67	223.65	16,705.92	174.00	37,093.86	151,781.68

**PROPOSED**

Slot Number	Grade Number	Salary	FICA	Retirement	W/C Rates	Health	Life Insurance	Total Benefits	Total Comp
		15%	7.65%	11.69%	0.00195	Flat Rate	Flat Rate		
21	22	69,965.18	5,352.34	8,178.93	136.43	8,352.96	87.00	22,107.66	92,072.84
60011	15	42,789.81	3,273.42	5,002.13	83.44	8,352.96	87.00	16,798.95	59,588.76
23253	Temp	34,608.51	2,647.55	4,045.73	67.49	8,352.96	87.00	15,200.73	49,809.24
		147,363.50	11,273.31	17,226.79	287.36	25,058.88	261.00	54,107.34	201,470.84
Annual Change		32,675.68	2,499.69	6,010.12	63.71	8,352.96	87.00	17,013.48	49,689.16
Monthly Change		2,722.97	208.31	500.84	5.31	696.08	7.25	1,417.79	4,140.76
2011 Costs		19,060.79	1,458.17	3,505.88	37.17	4,872.56	50.75	9,924.53	28,985.32
2012 Costs		21,783.76	1,666.48	4,006.72	42.48	5,568.64	58.00	11,342.32	33,126.08
TOTAL Change		\$ 40,844.55	\$ 3,124.65	\$ 7,512.60	\$ 79.65	\$ 10,441.20	\$ 108.75	\$ 21,266.85	\$ 62,111.40



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

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session

Prepared By: Peter Einhorn, Commissioner Precinct 2 Office, 854-9222

Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner

Sponsors: Commissioner Eckhardt

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### **AGENDA LANGUAGE:**

Consider and take appropriate action on making an appointment to the Downtown Austin Transportation Management Association Board of Directors.

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

Consider and take appropriate action on making an appointment to the Downtown Austin Transportation Management Association Board of Directors.

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

On February 2, 2010, the Commissioners Court voted to give the Downtown Austin Alliance \$6,000 to help cover the costs of a needs assessment for the creation of a downtown Austin transportation management association. Based on the results of that analysis, the Commissioners Court voted to invest \$37,000 of LIP money that the County receives from TCEQ to fund first year operations. A group of stakeholders convened to help design the structure of the TMA organization. Adele Noel from TNR and Belinda Powell from PBO represented Travis County in that effort.

Travis County has been asked to appoint someone to serve on the Board of Directors of the Downtown Austin Transportation Management Association.

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

None

### **REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	02/22/2011 2:52 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	02/22/2011 2:52 PM
County Judge's Office	Cheryl Aker	Completed	02/22/2011 3:58 PM

Agenda Item

Meeting of March 1, 2011

Commissioners Court

Cheryl Aker

Pending



**BYLAWS  
OF  
Downtown Austin Transportation Management Association**

DRAFT February ~~13~~,17, 2011

ARTICLE I

**NAME AND PURPOSE**

Section 1.1 Name. The name of the corporation is: Downtown Austin Transportation Management Association (~~the *Organization*~~Corporation).

Section 1.2 Purpose. The purpose of ~~the *Organization shall be a collaboration of diverse public and private organizations and individuals for charitable and educational purposes, as specified under section 501(c)(6) of the IRS Code,*~~Corporation is to support economic vitality and sustainability of downtown Austin employers by promoting transportation programs and services designed to enhance access, parking and mobility, as well as improve the quality of life, for employees, residents, and visitors; and to engage in any other activity not otherwise prohibited to it by law or regulation. These activities shall be carried out to the extent and in such manner that they further business league purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended or superseded from time to time ("Code").

Section 1.3 Subsidiary Corporations. ~~The *Organization*~~Corporation, upon approval of the board of directors, may create one or more subsidiary corporations<sup>‡</sup> to carry out the purpose of ~~the *Organization*~~Corporation, provided that the creation of any such subsidiary does not have an adverse impact on the tax-exempt status of ~~the *Organization*~~Corporation.

ARTICLE II

**OFFICES**

Section 2.1 Business Offices. The initial principal office of ~~the *Organization*~~Corporation shall be as stated in the ~~articles of incorporation. The *Organization*~~certificate of formation. The Corporation may at any time and from time to time change the location of its principal office so long as the principal office is located within the Central Business District of Austin, TX.

Section 2.2 Registered Office. The registered office required by the Texas ~~Nonprofit Corporation Act~~Business Organizations Code (the "~~Act~~TBOC") to be maintained in Texas may be changed from time to time by the board of directors or by the officers of ~~the *Organization*~~Corporation, or to the extent permitted by the ~~Act~~TBOC by the registered agent of ~~the *Organization*~~Corporation, provided in all cases that the street addresses of the registered office and of the business office or home of the registered agent of ~~the *Organization*~~Corporation are identical.

<sup>‡</sup>~~This provision allows for the formation of a 501(c)(3) to apply for foundation grants.~~

## ARTICLE III.

### MEMBERS

Section 3.1 Classes of Members. The board of directors may establish additional classes of membership or further define qualifications for member classes. ~~The Organization~~Corporation shall have the following classes of ~~member~~members.

- i Members: public entities, associations of or individual private businesses, charitable organizations, and public institutions may be members. Members shall pay membership dues, shall elect the board of directors, and designate a representative to serve as point of contact. An appointed representative of a member may serve on the board of directors. Members shall elect the board of directors and vote on matters as specified in these bylaws.
- i Affiliate members: individual persons or organizations may be affiliated members. Affiliate members shall pay membership dues, and may serve on the board of directors as a voting or ex officio member, but shall not ~~elect the board of directors~~have any voting rights as an affiliate member. Affiliate members shall designate a representative to serve as point of contact.
- i Ex officio members: public entities, charitable organizations, and public institutions may be ex officio members. Ex officio members may contribute to the ~~organization~~Corporation and an appointed representative of an ex officio member may serve on the board of directors. Ex officio members shall designate a representative as the point of contact, but shall not elect ~~board members or vote on board of director decisions~~have any voting rights.

Section 3.2 Designation of Members. New members of any class shall have a common business interest to support of the mission of ~~the Organization~~Corporation and may be elected or otherwise designated at any time by the board of directors or in any other manner specified by the board of directors.

Section 3.3 Membership Dues. The board of directors may establish such membership initiation fees, periodic dues and other assessments, which may vary by class of membership, and such rules and procedures for the manner and method of payment, the collection of delinquent dues and assessments and the prorating or refund of dues and assessments in appropriate cases as the board of directors shall deem necessary or appropriate.

Section 3.4 Transfer of Membership. Membership in ~~the Organization~~Corporation is nontransferable ~~except as provided in Section 4.9.~~ Members shall have no ownership rights or beneficial interests of any kind in the assets of ~~the Organization~~Corporation except as provided in Section ~~8.8.8.8~~ (relating to return of membership dues or contributions upon termination of the Corporation).

Section 3.5 Right of Refusal. Membership may be withdrawn or refused to any organization or individual whose goals or mission is determined by the board of directors to conflict with the mission of ~~the Organization~~Corporation. This action shall require the approval of a majority of the board of directors.

Section 3.6 Meetings of the Members. Members shall hold meetings at least annually, in connection with the annual meeting of the board of directors as set forth in Article IV. Each member shall have one (1) vote unless further specified by the board of directors. Notice of such member meetings shall be provided in the manner similar to the meetings of the board of directors as set forth in Section 4.6, and may be conducted without a meeting as set forth in Section 4.14.

## ARTICLE IV.

### BOARD OF DIRECTORS

Section 4.1 General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of ~~the~~ Organization Corporation shall be managed by, its board of directors, except as otherwise provided in the ~~Act~~ TBOC, the ~~articles of incorporation~~ certificate of formation or these bylaws. The board of directors may be known and referred to from time to time as the management team.

Section 4.2 Qualifications, Number, Election and Tenure.

(a) Qualifications. Each director must be a citizen of Texas who is eighteen years of age or older, and each director must be a member or affiliate member of ~~the~~ Organization Corporation. Members of the initial full board shall have 90 days from the date of election to establish membership.

(b) Number. The number of directors of ~~the~~ Organization shall be up to Corporation ~~not exceed~~ 21, excluding ex officio members, as determined by the board of directors from time to time. Any action of the board of directors to change the number of directors to a number outside the range specified in the preceding sentence, whether expressly by resolution or by implication through the election of additional directors, shall constitute an amendment of these bylaws expanding the range of the number of directors, provided such action otherwise satisfies the requirements for amending these bylaws as provided in the ~~Act~~ TBOC, the ~~articles of incorporation~~ certificate of formation or these bylaws.

(c) Election and Tenure. At the February 24, 2011 meeting of the organizing group for ~~the~~ Organization Corporation, the members in attendance (through their designated representative) shall approve a slate of up to 21 nominees and alternates for board membership.

Directors, other than any ex officio member, shall be elected by a majority of members at each annual meeting of the board for a term that expires at the end of the next annual meeting of the board. Each director so elected shall hold office until such director's term expires and thereafter until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation or removal. Directors shall be eligible to be elected to successive terms.

(d) To ensure continuity in leadership, directors' terms shall be staggered. The initial full board, at its first meeting, shall determine a method for staggering terms.

(e) The board shall have the power to designate ex officio membership to any eligible organization and the designated representative shall serve as an ex officio, non-voting, representative on the board.

(f) Each director shall provide *the [Organization Corporation](#)* with a mailing address, an email address, and telephone number so that they may receive timely notice of meetings and other activities.

Section 4.3 Resignation; Removal; Vacancies. Any director may resign at any time by giving written notice to the chair of the board, to the executive director or to the secretary of *the [Organization Corporation](#)*. A director's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Directors shall be removable, with or without cause, in the manner provided by the [Act TBOC](#) for elected directors. Any vacancy of an elected director may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director elected to fill a vacancy shall hold the office for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, and a director so chosen shall hold office until the next election of directors and thereafter until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation or removal. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

Section 4.4 Regular Meetings. A regular annual meeting of the board of directors shall be held at the time and place, determined by the board, for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting. The board of directors may provide by resolution the time and place for the holding of additional meetings.

Section 4.5 Special Meetings. Special meetings of the board of directors may be called by or at the request of the chair of the board, or any three directors. The person or persons authorized to call special meetings of the board of directors may fix the time and place for holding any special meeting of the board called by them.

Section 4.6 Notice of Meetings.

(a) Requirements. Notice of each meeting of the board of directors stating the date, time and place of the meeting shall be given to each director at such director's business or residential address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior to such meeting by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wire or wireless communication

(b) Waiver of Notice. A director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 4.6(b), the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to *the [Organization Corporation](#)* for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless: (i) at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of the lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose

pursuant to the [ActTBOC](#) or these bylaws, the director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Section 4.7 Deemed Assent. A director of ~~the~~ [OrganizationCorporation](#) who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to all action taken at the meeting unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; or (ii) the director contemporaneously requests the director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (iii) the director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before the adjournment thereof or by ~~the~~ [OrganizationCorporation](#) promptly after the adjournment of the meeting. Such right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 4.8 Quorum and Voting. A simple majority of the voting directors in office at the beginning of the meeting shall constitute a quorum for the transaction of business at any meeting of the board of directors, and the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the board of directors, unless otherwise required by the [ActTBOC](#), the ~~articles of incorporation~~[certificate of formation](#) or these bylaws. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.

Section 4.9 Assignment of a Proxy. A voting director may appoint a proxy for the purpose of quorum and voting during board meetings by specifying in writing or by e-mail the name of the person and meeting or meetings for which the proxy will serve.

Section 4.10 Compensation. Directors shall not receive compensation for their services as such; however, directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of ~~the~~ [OrganizationCorporation](#) in any other capacity.

#### Section 4.11 Committees.

(a) Executive Committee. There shall be an executive committee of the board consisting of the chair of the board, the vice chair, secretary, treasurer, and ~~three~~<sup>3</sup> at-large board members. The at-large members of the executive committee shall be elected by a vote of a majority of the directors present at a meeting at which a quorum is present.

- i. The executive committee shall have and may exercise all of the authority of the board of directors except as prohibited by the [ActTBOC](#). The delegation of authority to the executive committee shall not operate to relieve the board of directors or any member of the board from any responsibility or standard of conduct imposed by law or these bylaws.
- ii. By one or more resolutions adopted by a vote of a majority of the directors present at a meeting at which a quorum is present, the board of directors may designate the chair of one or more committees as a permanent member of the executive committee in place of one of the at-large members.

- iii. By one or more resolutions adopted by a vote of a majority of the directors present at a meeting at which a quorum is present, the board of directors may increase the size of the executive committee by adding additional at-large members, provided that the executive committee shall always contain an odd number of members.

(b) Other Committees. By one or more resolutions adopted by a vote of a majority of the directors present at a meeting at which a quorum is present, the board of directors may designate from among its members one or more other committees, each of which shall have and may exercise all of the authority provided by the board in the resolution establishing such committee, except as prohibited by the ~~Act~~TBOC. The delegation of authority to the executive committee shall not operate to relieve the board of directors or any member of the board from any responsibility or standard of conduct imposed by law or these bylaws.

(c) Committee Rules. Rules governing procedures for meetings of the executive committee or any other committee shall be the same as those set forth in these bylaws or the ~~Act~~TBOC for the board of directors unless the board or the committee determines otherwise.

Section 4.12 Advisory Boards or Working Groups. The board of directors may from time to time form one or more advisory boards, working groups, or other bodies composed of such members, having such rules of procedure, and having such chair, as the board of directors shall designate. The name, objectives and responsibilities of each such advisory board, and the rules and procedures for the conduct of its activities, shall be determined by the board of directors. An advisory board may provide such advice, service, and assistance to ~~the Organization Corporation~~, and carry out such duties and responsibilities for ~~the Organization Corporation~~ as may be specified by the board of directors; except that, if any such advisory board has one or more members thereof who are entitled to vote on advisory board matters and who are not then also directors, such advisory board may not exercise any power or authority reserved to the board of directors by the ~~Act~~TBOC, the ~~articles of incorporation~~certificate of formation or these bylaws. Further, no advisory board shall have authority to incur any corporate expense or make any representation or commitment on behalf of ~~the Organization Corporation~~ without the express approval of the board of directors or the executive director of ~~the Organization Corporation~~.

Section 4.13 Meetings by Telephone. Members of the board of directors, or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.14 Action Without a Meeting.

(a) ~~Any~~As provided in the certificate of formation, any action required or permitted to be taken at a meeting of the board of directors, ~~the members~~, or any committee thereof may be taken without a meeting if ~~each and every member of the board or committee in writing or e-mail either (i) votes for such action; (ii) votes against such action; or (iii) abstains from voting~~a written consent or consents stating the action to be taken is signed by the number of directors, members, or committee members, as appropriate, necessary to have at least the minimum number of votes that would be necessary to take the action at a meeting at which each director, or committee member, as appropriate, entitled to vote on the action is present

and votes. Each director, member, or committee member who delivers in writing or e-mail to *the Organization Corporation* shall be deemed to have waived the right to demand that action not be taken without a meeting.

(b) ~~Action is taken under this Section 4.14 only if the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted.~~(c) No action taken pursuant to this Section 4.14 shall be effective unless writings describing the action taken and otherwise satisfying the requirements of Section 4.14(a), signed by all the applicable number of directors, members, or committee members, as appropriate, and not revoked pursuant to Section 4.14(~~dc~~), are received by *the Organization Corporation*. Any such writing may be received by *the Organization Corporation* by electronically transmitted facsimile or other form of wire or wireless communication providing *the Organization Corporation* with a complete copy of the document, including a copy of the signature on the document. Action taken pursuant to this Section 4.14 shall be effective when the last writing necessary to effect the action is received by *the Organization Corporation* unless the writings describing the action taken set forth a different effective date.

(~~dc~~) Any director, member, or committee member who has signed a writing or e-mail pursuant to this Section 4.13 may revoke such writing by a writing signed and dated by the director, member, or committee member describing the action and stating that ~~the director's~~ prior vote with respect thereto is revoked, if such writing is received by *the Organization Corporation* before the last writing necessary to effect the action is received by *the Organization Corporation*.

(~~ed~~) Action taken pursuant to this Section 4.14 has the same effect as action taken at a meeting of the board of directors, members, or committee member and may be described as such in any document.

(f) (~~e~~) All signed written instruments or e-mails necessary for any action taken pursuant to this Section 4.14 shall be filed with the minutes of the meetings of the board of directors, members, or committee members.

## ARTICLE V.

### OFFICERS AND AGENTS

Section 5.1 Designation and Qualifications. The elected officers of *the Organization Corporation* shall be a chair of the board, a vice chair, a secretary, and a treasurer. The board of directors may also appoint, designate or authorize such other officers, assistant directors, a controller, assistant secretaries and assistant treasurers, as it may consider necessary or useful. One person may hold more than one office at a time. The chair and the vice chair shall be directors of *the Organization Corporation*. Other officers need not be directors of *the Organization Corporation*.

Section 5.2 Election and Term of Office. The board of directors, or an officer or committee to which such authority has been delegated by the board of directors, shall elect or appoint the officers at or in conjunction with each annual meeting of the board of directors or as soon as convenient thereafter. Each officer shall hold office from the end of the meeting at or in conjunction with which such officer was elected or appointed until such officer's successor

shall have been duly elected or appointed and shall have qualified, or until such officer's earlier death, resignation or removal.

Section 5.3 Compensation. The compensation, if any, of each officer shall be as determined from time to time by the board of directors, or by an officer or a committee to which such authority has been delegated by the board of directors. To the extent reasonably feasible, the person or persons determining compensation shall obtain data on the compensation of officers holding similar positions of authority within comparable organizations, shall set the compensation based on such data and an evaluation of the officer's performance and experience as related to the requirements of the position, and shall document the basis for the determination, including the comparison data used, the requirements of the position, and the evaluation of the officer's performance and experience. No officer shall be prevented from receiving a salary by reason of the fact that the officer is also a director of ~~the Organization~~Corporation. However, no payment of compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under section 4958 of the Internal Revenue Code.

Section 5.4 Removal. Any officer or agent may be removed by the board of directors at any time, with or without cause, but such removal shall not affect the contract rights, if any, of the person so removed. Election, appointment or designation of an officer or agent shall not itself create contract rights.

Section 5.5 Vacancies. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and ~~the Organization~~Corporation, by giving written notice to the executive director or to the board of directors. An officer's resignation shall take effect upon receipt by ~~the Organization~~Corporation unless the notice specifies a later effective date, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled by the board of directors, or by any officer or committee to which such authority has been delegated by the board of directors, for the unexpired portion of the term. If a resignation is made effective at a later date, the board of directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date with the provision that the successor does not take office until the effective date, or the board of directors may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 5.6 Authority and Duties of Officers. The officers of ~~the Organization~~Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the board of directors or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) Chair of the Board. The chair of the board shall (i) preside at all meetings of the board of directors; (ii) see that all orders and resolutions of the board of directors are carried into effect; and (iii) perform all other duties incident to the office of chair of the board and as from time to time may be assigned to the chair by the board of directors.

(b) Vice Chair. The vice chair shall (i) in the absence of the chair of the board, preside at all meetings of the board of directors; and (ii) perform all other duties incident to the office of vice chair and as from time to time may be assigned to such office by the board of directors.



(c) Secretary. The secretary shall (i) keep the minutes of the proceedings of the board of directors and any committees of the board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of *the ~~Organization~~ Corporation*; and (iv) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to such office by the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(d) Treasurer. The treasurer shall (i) be the chief financial officer of *the ~~Organization~~ Corporation* and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the board of directors; (ii) receive and give receipts and ~~acquittances for moneys~~ amounts paid in on account of *the ~~Organization~~ Corporation*, and pay out of the funds on hand all bills, payrolls and other just debts of *the ~~Organization~~ Corporation* of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of *the ~~Organization~~ Corporation* and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns and related documents, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the executive director and the board of directors statements of account showing the financial position of *the ~~Organization~~ Corporation* and the results of its operations; (iv) upon request of the board, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned to such office by the board of directors. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by the treasurer.

Section 5.7 Surety Bonds. The board of directors may require any officer or agent of *the ~~Organization~~ Corporation* to execute to *the ~~Organization~~ Corporation* a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of such person's duties and for the restoration to *the ~~Organization~~ Corporation* of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to *the ~~Organization~~ Corporation*.

#### Section 5.8 Executive Director

(a) Employment. The board of directors may employ an executive director to manage the administrative operations of *the ~~Organization~~ Corporation*. Salary and benefits for the executive director shall be approved by the board of directors.

(b) Duties. In addition to general management and administrative responsibilities, the executive director shall (1) prepare and submit to the secretary/treasurer the annual budget for *the ~~Organization~~ Corporation*; (2) develop and implement a work plan to be approved annually by the board of directors; (3) manage the financial affairs of *the ~~Organization~~ Corporation*; (4) hire staff for positions authorized by the board of directors; (5) prepare minutes of meetings of the board of directors and maintain these and other corporate records; (6) annually appoint a nominations committee, in consultation with the board of directors chair, and hold annual elections; (7) perform other duties as may be assigned by the board of directors; (8) when needed, serve as co-signer (with the secretary/treasurer or other designated officer) on any contracts or other instruments that the board has authorized.

## ARTICLE VI.

### FIDUCIARY MATTERS

#### Section 6.1 Indemnification.

(a) Scope of Indemnification. Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a director, officer, employee, or volunteer of *the Organization Corporation* or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such director, officer, employee, or volunteer shall be indemnified by *the Organization Corporation*, to the extent funds are lawfully available and subject to any other limitations that exist by law, against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such director, officer, employee, or volunteer is liable for gross negligence or willful misconduct in the performance of his or her duties. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct. The right to indemnification will include the right to be paid by *the Organization Corporation* for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the board in its sole discretion. In addition to the indemnification described above that *the Organization Corporation* shall provide a director, officer, employee, or volunteer, *the Organization Corporation* may, upon approval of the board in its sole discretion, indemnify a director, officer, employee, or volunteer under such other circumstances, or may indemnify any agent of *the Organization Corporation* not otherwise covered by this Section 6.1, subject to any limitations that exist by law. Any indemnification by *the Organization Corporation* pursuant to this Section 6.1 shall be evidenced by a resolution of the Board. *The Organization Corporation* may in its discretion purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section 6.1.

(b) Savings Clause; Limitation. If any provision of the *Act TBOC* or these bylaws dealing with indemnification shall be invalidated by any court on any ground, then *the Organization Corporation* shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of the *Act TBOC* or these bylaws that shall not have been invalidated. Notwithstanding any other provision of these bylaws, *the Organization Corporation* shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of *the Organization Corporation* as an organization described in ~~section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under section 4958~~ Section 501(c)(6) of the Internal Revenue Code.

#### Section 6.2 General Standards of Conduct for Directors and Officers.

(a) Discharge of Duties. Each director shall discharge the director's duties as a director, including the director's duties as a member of a committee of the board, and each officer with discretionary authority shall discharge the officer's duties under that authority (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the director or officer reasonably believes to be in the best interests of *the Organization Corporation*.

(b) Reliance on Information, Reports, Etc. In discharging duties, a director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of *the ~~Organization~~Corporation* whom the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a director, a committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence. A director or officer is not acting in good faith if the director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 6.2(b) unwarranted.

(c) Liability to The ~~Organization~~Corporation. A director or officer shall not be liable as such to *the ~~Organization~~Corporation* for any action taken or omitted to be taken as a director or officer, as the case may be, if, in connection with such action or omission, the director or officer performed the duties of the position in compliance with this Section 6.2.

(d) Director Not Deemed to Be a Trustee. A director, regardless of title, shall not be deemed to be a trustee with respect to *the ~~Organization~~Corporation* or with respect to any property held or administered by *the ~~Organization~~Corporation* including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

### Section 6.3 Conflicts of Interest.

(a) Definition. A conflict of interest arises when any "responsible person" or any "party related to a responsible person" has an "interest adverse to *the ~~Organization~~Corporation.*" A "responsible person" is any individual in a position to exercise substantial influence over the affairs of *the ~~Organization~~Corporation*, and specifically includes, without limitation, directors and officers of *the ~~Organization~~Corporation*. A "party related to a responsible person" includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a director or officer or has a financial interest. "An interest adverse to *the ~~Organization~~Corporation*" includes any interest in any contract, transaction or other financial relationship with *the ~~Organization~~Corporation*, and any interest in an entity whose best interests may be impaired by the best interests of *the ~~Organization~~Corporation* including, without limitation, an entity providing any goods or services to or receiving any goods or services from *the ~~Organization~~Corporation*, an entity in which *the ~~Organization~~Corporation* has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of *the ~~Organization~~Corporation.*

(b) Disclosure. If a responsible person is aware that *the ~~Organization~~Corporation* is about to enter into any transaction or make any decision involving a conflict of interest, (a "conflicting interest transaction"), such person shall: (i) immediately inform those charged with approving the conflicting interest transaction on behalf of *the ~~Organization~~Corporation* of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible

person's knowledge that bear on the advisability of *the ~~Organization~~Corporation* entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

(c) Approval of Conflicting Interest Transactions. *The ~~Organization~~Corporation* may enter into a conflicting interest transaction provided either:

(i) The material facts as to the responsible person's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or to a committee of the board of directors that authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors on the board or committee, even though the disinterested directors are less than a quorum; or

(ii) The conflicting interest transaction is fair as to *the ~~Organization~~Corporation*.

(d) Additional Prohibitions on Responsible Parties. Notwithstanding the procedures set forth in Section 6.3(a)&(b), a responsible party, as defined in Section 6.3(a), shall not:

(i) Accept or solicit any gift, favor, or service that might reasonably tend to influence that individual in the discharge of official duties on behalf of *the ~~Organization~~Corporation* or that the individual knows or should know is being offered with the intent to influence the individual's official conduct; or

(ii) Accept other compensation that could reasonably be expected to impair the individual's independence of judgment in the performance of the individual's official duties on behalf of *the ~~Organization~~Corporation*.

#### Section 6.4 Liability of Directors for Unlawful Distributions.

(a) Liability to *The ~~Organization~~Corporation*. A director who votes for or assents to a distribution made in violation of the ActTBOC or the ~~articles of incorporation~~certificate of formation of *the ~~Organization~~Corporation* shall be personally liable to *the ~~Organization~~Corporation* for the amount of the distribution that exceeds what could have been distributed without violating the ActTBOC or the ~~articles of incorporation~~certificate of formation if it is established that the director did not perform the director's duties in compliance with the general standards of conduct for directors set forth in Section 6.2.

(b) Contribution. A director who is liable under Section 6.4(a) for an unlawful distribution is entitled to a contribution: (i) from every other director who could be liable under Section 6.4(a) for the unlawful distribution; and (ii) from each person who accepted the distribution knowing the distribution was made in violation of the ActTBOC or the ~~articles of incorporation~~certificate of formation, to the extent the distribution to that person exceeds what could have been distributed to that person without violating the ActTBOC or the ~~articles of incorporation~~certificate of formation.

Section 6.5 Loans to Directors and Officers Prohibited. No loans shall be made by *the ~~Organization~~Corporation* to any of its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to *the ~~Organization~~Corporation* for the amount of such loan until the repayment thereof.

## ARTICLE VII.

### RECORDS OF ~~THE ORGANIZATION~~CORPORATION

Section 7.1 Minutes, Etc. ~~The Organization~~Corporation shall keep as permanent records minutes of all meetings of the board of directors, a record of all actions taken by the board of directors without a meeting, a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of ~~the Organization~~Corporation, and a record of all waivers of notices of meetings of the board of directors or any committee of the board of directors.

Section 7.2 Accounting Records. ~~The Organization~~Corporation shall maintain appropriate accounting records.

Section 7.3 Records in Written Form. ~~The Organization~~Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 7.4 Records Maintained at Principal Office. ~~The Organization~~Corporation shall keep a copy of each of the following records at its principal office:

- (a) The ~~articles~~certificate of ~~incorporation~~formation;
- (b) These bylaws;
- (c) A list of the names and business or home addresses of the current directors and officers;
- ~~(d) A copy of the most recent corporate report delivered to the Texas secretary of state;~~
- ~~(d)~~ (e) All financial statements prepared for periods ending during the last three years;
- ~~(e)~~ (f) ~~The Organization~~Corporation's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; and
- ~~(f)~~ (g) All other documents or records required to be maintained by ~~the Organization~~Corporation at its principal office under applicable law or regulation.

## ARTICLE VIII.

### MISCELLANEOUS

Section 8.1 Fiscal Year. The fiscal year of ~~the Organization~~Corporation shall be the calendar year.

Section 8.2 Conveyances and Encumbrances. Property of ~~the Organization~~Corporation may be assigned, conveyed or encumbered by such officers of ~~the Organization~~Corporation as may be authorized to do so by the board of directors, and such authorized persons shall have power to execute and deliver any and all instruments of

assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of ~~the~~ Organization Corporation shall be authorized only in the manner prescribed by applicable statute.

Section 8.3 Designated Contributions. ~~The~~ Organization Corporation may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the ~~articles of incorporation. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the~~ Organization shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special fund, purpose or use. Further, ~~the~~ Organization shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used exclusively to carry out ~~the~~ Organization's tax-exempt purposescertificate of formation.

Section 8.4 Amendments. The power to alter, amend or repeal these bylaws and adopt new bylaws shall be vested solely in the board of directors.

Section 8.5 References to the Internal Revenue Code. All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Section 8.6 Severability. The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

Section 8.7 Controlling Authority. In the event of irreconcilable conflict between these bylaws and either the ~~Articles~~certificate of ~~Incorporation~~formation or applicable law, the latter shall control.

Section 8.8 Voluntary Dissolution. The board of directors, at its sole discretion, may adopt a resolution recommending that ~~the~~ Organization Corporation be voluntarily dissolved, and directing that the question of such dissolution be submitted to a vote at a meeting of members having voting rights. Written or printed notice stating that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving ~~the~~ Organization Corporation, shall be given to each member entitled to vote at such meeting, consistent with the requirements of the ~~Aet~~TBOC. A resolution to dissolve ~~the~~ Organization Corporation shall be adopted upon receiving at least two-thirds of the votes which members present at such meeting in person or by proxy are entitled to cast. ~~Upon the dissolution of the Corporation, after payment or provision for payment of the Corporation's liabilities has been made, the Corporation's remaining assets shall not be transferred to private ownership, but shall be distributed exclusively to a Qualified Recipient or Recipients (as hereinafter defined). Distributions in connection with the termination of the Corporation shall be made in accordance with provisions specified in the certificate of formation.~~

~~A "Qualified Recipient" shall mean either (i) a member for which dues or contributions may be returned in proportion to dues paid or contributions made<sup>2</sup>; (ii) an organization that is existing and qualified as exempt from federal income taxation under Section 501(a) of the Code as~~

<sup>2</sup> ~~<http://www.irs.gov/pub/irs-tege/eotopick03.pdf> (Inurement: p 18)~~

~~an organization described in Section 501(c)(3), (c)(4), or (c)(6) of the Code and organized exclusively for the tax exempt purposes as set forth in this Certificate (or such other tax exempt purposes as may lawfully be conducted by an organization described in Section 501(c)(3), (c)(4), or (c)(6) of the Code); (iii) a federal, State or local government, exclusively for such government's public purpose; or (iv) any entity which has been declared, by court order in a duly authorized court of competent jurisdiction, as an entity which shall best accomplish the general purposes for which the Corporation was organized.~~

Document comparison done by Workshare DeltaView on Thursday, February 17, 2011  
05:40:54 PM

Input:	
Document 1	interwovenSite://AUSDMS/AUS/4531728/1
Document 2	interwovenSite://AUSDMS/AUS/4531728/2
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	177
Deletions	174
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	357



25



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

February 16, 2011

**MEMORANDUM**

**TO:** Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Sarah Eckhardt, Commissioner, Precinct 2  
Honorable Karen Huber, Commissioner, Precinct 3  
Honorable Margaret Gómez, Commissioner, Precinct 4

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

**SUBJECT:** Equitable Sharing Program Compliance, Amended Federal Asset Forfeiture Certification Report

The purpose of this memorandum is to request approval of the attached Amended Equitable Sharing Agreement and Certification report issued by the U.S. Department of Justice. An amended report is now required due to a reporting error related to several wires deposits received at the end of FY2010. Previously, these wires were reported as received from the US Department of Treasury, when in fact they were received from the US Department of Justice. Accordingly, a reclassification to line #2 (Page 1), totaling \$5,633.83, was required from our initial filing in November 2010.

Approval of this amended agreement is a prerequisite for the Travis County Sheriff's Office to continue to receive any equitably shared cash, property, or proceeds from participation in an investigation in Fiscal Year 2011 that result in federal property forfeiture.

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

cc: Greg Hamilton, Travis County Sherriff's Office  
Major Phyllis Clair, Travis County Sheriff's Office  
Major Mark Sawa, Travis County Sheriff's Office



Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training	\$5,535.39	\$7,450.34
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		\$3,116.85
g	Total spent on electronic surveillance equipment	\$1,532.57	\$8,494.43
h	Total spent on buildings and improvements		\$15,197.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		\$27,630.84
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
<b>Total</b>		<b>\$7,067.96</b>	<b>\$61,889.46</b>
Did you receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H, page 3			

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number

**Table B: Equitable Sharing Funds Received from other Agencies**

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds
Alcohol Blood Test Kits		\$800.00
Two (2) Police K-9 Dogs		\$16,500.00
CSI/Digital Recorder for Courthouse Security		\$7,282.00
Audio/Video Equipment for Interview Rooms		\$3,048.84

**Table E: Expenditures in Support of Community-based Programs**

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

**Table F: Windfall Transfers to Other Government Agencies**

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Description of Asset

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 6) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit - Amended Form

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**       Yes     No

**If you answered yes to the above question, complete Table I**

**Agency Head**

See ¶ 2 on page

Signature: \_\_\_\_\_

Name: Greg Hamilton

Title: Sheriff

Date: \_\_\_\_\_

**Governing Body Head**

See ¶ 2 on page

Signature: \_\_\_\_\_

Name: Samuel T. Biscoe

Title: County Judge, Travis County

Date: \_\_\_\_\_

**Subscribe to Equitable Sharing Wire:**

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Paul.Matthews@co.travis.tx.us

**Final Instructions:**

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: E-mail the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)

Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

**FOR AGENCY USE ONLY**

Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

FY End: 09/30/2010

NCIC: TX2270000    Agency: Travis County Sheriff

State: TX    Contact: Phyllis Clair



Date Printed: February 16, 2011 12:34

Phone: (512) 854-9759

E-mail: [phyllis.clair@co.travis.tx.us](mailto:phyllis.clair@co.travis.tx.us)



# Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Josie Zavala, County Judge's Office, 854-9555  
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge  
Sponsors: Judge Biscoe

---

**AGENDA LANGUAGE:**

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR  
CALENDAR YEAR 2010 FROM Contable Precinct Three Office.

---

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

see report

**FISCAL IMPACT AND SOURCE OF FUNDING:**

none.

**REQUIRED AUTHORIZATIONS:**

County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

RECEIVED  
COUNTY JUDGE'S OFFICE  
11 FEB 22 PM 4:58





# Richard McCain

CONSTABLE  
Travis County, Precinct 3

8656-B Highway 71 West, Suite E  
Austin, Tx 78735

Phone: (512) 854-7245  
Fax : (512) 854-2117

January 26, 2011

Travis County Commissioners Court  
1000 Guadalupe Street  
Austin, TX 78701-2328  
ATTN: Jim Connolly, Assistant County Attorney

RE: 2010 Racial Profiling Report

Mr. Connolly:

In accordance with Article 2.134(b) of the Code of Criminal Procedure, please find the following documents enclosed for your review in the above referenced matter:

1. Certification to Report 2.123 (Tier 1) – Partial Exemption
2. Video and Audio Equipment Exemption
3. Partial Exemption Racial Profiling Reporting (Tier 1)

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

Respectfully submitted,

LeAnn Perrow  
Custodian of Records  
Travis County Constable  
Precinct 3

Enclosures  
/lp

RECEIVED  
COUNTY JUDGE'S OFFICE  
11 FEB 22 PM 4:46

COPY

Partial Exemption Racial Profiling Reporting  
(Tier 1)

Department Name	<u>Travis County Constable, Precinct Three</u>
Agency Number	<u>453103</u>
Chief Administrator Name	<u>Constable Richard McCain</u>
Reporting Name	<u>Sergeant Drew McAngus</u>
Contact Number	<u>(512) 854-2114</u>
E-mail Address	<u>drew.mcangus@co.travis.tx.us</u>

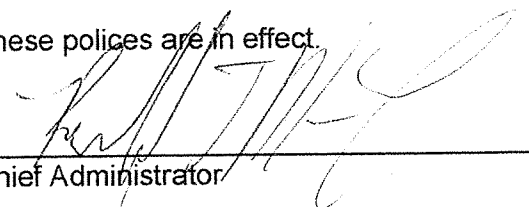
**Certification to Report 2.132 (Tier 1) – Partial Exemption**

**Policy Requirements (2.132(b) CCP):**

**Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:**

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - (A) the Commission on Law Enforcement Officer Standards and Education; and
  - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state

These policies are in effect.

  
 \_\_\_\_\_  
 Chief Administrator

1-21-11  
 \_\_\_\_\_  
 Date

COPY

**Partial Exemption Racial Profiling Reporting  
(Tier 1)**

**Video and Audio Equipment Exemption**

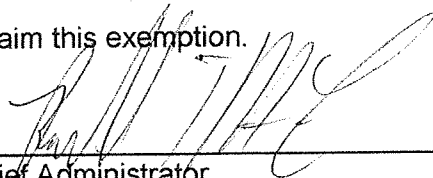
**Partial Exemption Claimed by (2.135(a) CCP):**

all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

**OR**

In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment.

I claim this exemption.

  
\_\_\_\_\_  
Chief Administrator

01-21-11  
\_\_\_\_\_  
Date

COPY

### Partial Exemption Racial Profiling Reporting (Tier 1)

(This is the TCLEOSE recommended form. The form is not mandatory. The information contained in this form, however, is mandatory. You may use your form, but all information must be provided.)

**If you claim a partial exemption you must submit a report that contains the following data or use this format to report the data.**

**Instructions: Please fill out all boxes. If zero, use 0.**

- 1. Total on lines 4, 11, 14, and 17 Must be equal**
- 2. Total on line 20 Must equal line 15**

**Number of motor vehicle stops:**

- |                                       |    |      |               |                      |
|---------------------------------------|----|------|---------------|----------------------|
| Mark only 1 category per vehicle stop | 1. | 1559 | citation only |                      |
|                                       | 2. | 14   | arrest only   |                      |
|                                       | 3. | 38   | both          |                      |
|                                       |    |      |               | <b>4. 1611 Total</b> |

**Race or Ethnicity:**

- |     |     |                        |                      |
|-----|-----|------------------------|----------------------|
| 5.  | 181 | African                |                      |
| 6.  | 38  | Asian                  |                      |
| 7.  | 741 | Caucasian              |                      |
| 8.  | 637 | Hispanic               |                      |
| 9.  | 14  | Middle Eastern (Other) |                      |
| 10. | 0   | Native American        |                      |
|     |     |                        | <b>11. 1611Total</b> |

**Race or Ethnicity known prior to stop?**

- |     |      |     |                      |
|-----|------|-----|----------------------|
| 12. | 0    | Yes |                      |
| 13. | 1611 | No  |                      |
|     |      |     | <b>14. 1611Total</b> |

**Search conducted?**

- |     |      |     |                       |
|-----|------|-----|-----------------------|
| 15. | 51   | Yes |                       |
| 16. | 1625 | No  |                       |
|     |      |     | <b>17. 1611 Total</b> |

**Was search consented?**

- |     |    |     |                       |
|-----|----|-----|-----------------------|
| 18. | 7  | Yes |                       |
| 19. | 44 | No  |                       |
|     |    |     | <b>20. 51 Total</b>   |
|     |    |     | <b>Must equal #15</b> |

COPY

**Partial Exemption Racial Profiling Reporting  
(Tier 1)**

**Option to submit required data by utilizing agency report**

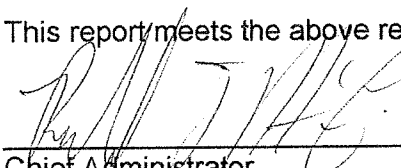
**You must submit your report in PDF format**

**Electronic Submission of data required by 2.132(b)(6) CCP**

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above requirements.

  
\_\_\_\_\_  
Chief Administrator

01-21-11  
\_\_\_\_\_  
Date

***Send entire documents electronically to this website***

---

**[www.tcleose.state.tx.us](http://www.tcleose.state.tx.us)**



# Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Melissa Velasquez, County Judge's Office, 854-9557  
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge  
Sponsors: Judge Biscoe

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## **AGENDA LANGUAGE:**

Consider and take appropriate action on bond for Robert A. Perkins to serve as Visiting Justice of the Peace.

---

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

Judge Perkins has been requested to serve as a Visiting Justice of the Peace. He has applied for a new bond in order to serve. The County Judge's Office is working with the JP's and HRMD on this renewal. For questions please call the Office of the County Judge at 854-9555.

## **STAFF RECOMMENDATIONS:**

Approve Bond.

## **ISSUES AND OPPORTUNITIES:**

n/a

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

The bonding company will invoice Risk Management in HRMD for payment of the bond.

## **REQUIRED AUTHORIZATIONS:**

County Attorney's Office	Daniel Bradford	Pending
Human Resources Management		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IOWA 50321-1158  
(515) 243-8171  
FAX (515) 243-3854



AUSTIN OFFICE  
P. O. BOX 26720  
AUSTIN, TEXAS 78755  
(512) 343-9033  
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH  
FOR JUSTICE OF THE PEACE  
PRECINCT #**

THE STATE OF TEXAS

County of Travis

Bond No. TX 632957

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robert A. Perkins, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars ( \$5,000.00 ).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 16th day of February, 2011, duly Appointed to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 16th day of February, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 18th day of February, 2011.

Robert A. Perkins  
Principal

By: Robert A. Perkins  
Merchants Bonding Company (Mutual)

By: Carla D. White Attorney-in-Fact

**ACKNOWLEDGEMENT OF PRINCIPAL**

THE STATE OF TEXAS

County of \_\_\_\_\_

Before me, \_\_\_\_\_, a notary public, on this day personally appeared Robert A. Perkins known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



# Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Robert Resnick, County Clerk's Office, 512-854-4722  
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk  
Sponsors: Judge Biscoe

---

## **AGENDA LANGUAGE:**

Approve the Commissioners Court Minutes for the Voting Session of February 1, 2011

---

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

n/a

## **STAFF RECOMMENDATIONS:**

Enter Staff Recommendations here

## **ISSUES AND OPPORTUNITIES:**

Enter Issues and Opportunities here

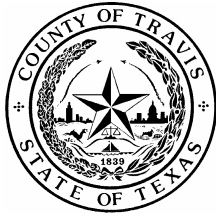
## **FISCAL IMPACT AND SOURCE OF FUNDING:**

n/a

## **REQUIRED AUTHORIZATIONS:**

County Judge's Office	Cheryl Aker	Completed	02/22/2011 1:17 PM
Commissioners Court	Cheryl Aker	Pending	





# Minutes for the Travis County Commissioners Court Tuesday, February 1, 2011 Voting Session

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

## Roll Call

Meeting called to order on February 1, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Public Hearings

1. Receive comments regarding a partial plat vacation in Precinct Two: partial Plat Vacation of the Pearson Business Center Subdivision (Short form plat – 1 Lot – 5.005 Acres – Bratton Lane - no fiscal required – water and sewage service to be provided by the City of Austin – City of Austin ETJ). (Commissioner Eckhardt) (Action Item #16)

**MOTION:** Open the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

Members of the Court heard from:  
 Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

**MOTION:** Close the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber  
**ABSENT:** Sarah Eckhardt, Margaret J. Gómez

## Citizens Communication

Members of the Court heard from:  
 Gus Peña, Travis County Resident

### Special Items

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

Members of the Court heard from:

Hershel Lee, Fire Marshal  
Jim Connolly, Assistant County Attorney

**MOTION:** Amend the current burn ban so it expires Friday, February 4, 2011 at midnight, repost on Tuesday, February 8, 2011 for further consideration, notify interested parties and ensure that any public release contains appropriate cautionary statements.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber

**ABSENT:** Margaret J. Gómez

### Health and Human Services Dept. Items

3. Consider and take appropriate action on the following matters related to the Travis County Healthcare District Board of Managers:
  - a. Short list for interviews to fill current County-appointed vacancy;
  - b. Proposed questions for interviews with candidates; and
  - c. Interview schedule and other related issues.

Members of the Court heard from:

Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)  
John Hille, Assistant County Attorney

**RESULT:** **DISCUSSED**

### Planning and Budget Dept. Items

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

**RESULT:** **ADDED TO CONSENT**

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
  - a. New application to the United States Department of Justice, Bureau of Justice Assistance, for a justice and mental health collaboration program to be managed by Criminal Justice Planning;
  - b. Biennial Interlocal agreement with the City of Austin, Travis County Sheriff's Office, County Attorney's Office, District Attorney's Office, Constable, Precinct Five, Safeplace and Texas Rio Grande Legal Aid to continue the Family Violence Protection Team Program funded by the United States Department of Justice, Office on Violence Against Women;

- c. Amendment to the contract with the Office of the Governor, Criminal Justice Division, to deobligate unspent funds from the Fiscal Year 2010 award for the Travis County Drug Diversion Court Program in the Criminal Courts;
- d. Amendment to the contract with the Office of the Governor, Criminal Justice Division, to deobligate unspent funds from the Fiscal Year 2010 award for the Travis County Veteran's Court Program in the Criminal Courts; and
- e. Annual submission of the Internal Control Questionnaire to the Department of State Health Services for the Fiscal Year 2011 Title IV-E Program in the Health and Human Services and Veterans Service Department.

**RESULT:           ADDED TO CONSENT**

- 6. Consider and take appropriate action on the following regarding Waller Creek Tunnel Project and Amendment No. 1 to the Waller Creek Tax Increment Financing (TIF) Reinvestment Zone No. 17 Project and Financing Plan:
  - a. Receive status report; and
  - b. Appoint or reappoint the County member of the Waller Creek TIF Board.

Members of the Court heard from:

Council Member Sheryl Cole, City of Austin  
Leslie Browder, Chief Financial Officer, City of Austin  
Joe Pantaloni, Deputy Director, Watershed Department, City of Austin  
Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO)  
Leroy Nellis, Budget Manager, PBO

**RESULT:           DISCUSSED**

**Administrative Operations Items**

- 7. 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 \$1,230,988.94 for the period of January 14 to January 20, 2011.

**RESULT:           ADDED TO CONSENT**

- 8. Consider and take appropriate action on proposed routine personnel amendments.

**RESULT:           ADDED TO CONSENT**

- 9. Consider and take appropriate action on job description for Hazardous Material Coordinator position.

**RESULT:           ADDED TO CONSENT**

- 10. Consider and take appropriate action on the following:
  - a. Review and approve tuition refunds for employees who have completed classes in accordance with Tuition Reimbursement Policy 10.021; and
  - b. Authorize the County Auditor and Treasurer to reimburse certain employees as listed.

*Clerk's Note: The County Judge noted that the County has had this policy in place for many years, and has asked Staff to review the level of reimbursement and compare it to other public entities.*

**RESULT: ADDED TO CONSENT**

- 11. Consider and take appropriate action regarding Executive Managers and the following Human Resources Management Department items:

- a. Adding pay grades 33, 34, and 35 to the classified pay structure;

Members of the Court heard from:

Diane Blankenship; Director, Human Resources Management Department (HRMD)  
Todd Osburn, Compensation Manager, HRMD

**MOTION:** Addition of the pay grades.  
**RESULT:** **DEFEATED [2 TO 2]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Sarah Eckhardt, Karen L. Huber  
**NAYS:** Ron Davis, Margaret J. Gómez  
**ABSENT:** Samuel T. Biscoe

- b. Approving the revised job descriptions, job titles, duties, and grading;

Judge Biscoe announced that Item 11.b would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

John Hille, Assistant County Attorney

**RESULT: DISCUSSED** **Reset for: 2/22/2011**

- c. Establishing a salary review and pay adjustment schedule to bring the following departments in line with the market: Planning and Budget, Health and Human Services, Transportation and Natural Resources, Emergency Services, Justice and Public Safety, Administrative Operations, and Information and Telecommunications Systems (This item may be taken into Executive Session pursuant to Gov't Code Ann 551.074, Personnel Matters);

**MOTION:** Establish a salary review and pay adjustment schedule of every three months until the end of the budget cycle, which would be in six months.  
**RESULT:** **DEFEATED [2 TO 2]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Sarah Eckhardt, Karen L. Huber  
**NAYS:** Ron Davis, Margaret J. Gómez  
**ABSENT:** Samuel T. Biscoe

- d. Establishing a performance review schedule; and

**MOTION:** Establish an annual performance review schedule with self-evaluation in May and Court evaluation in June.  
**RESULT:** **DEFEATED [2 TO 2]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Sarah Eckhardt, Karen L. Huber  
**NAYS:** Ron Davis, Margaret J. Gómez  
**ABSENT:** Samuel T. Biscoe

- e. Other related items

*Clerk's Note: The County Judge noted that Items 11.a-e will be brought back on February 22, 2011.*

- 12. Receive final report and take appropriate action on the Travis County Employee Hospital and Insurance Fund Dependent Audit including authorization to terminate coverage for all unverified dependents effective back to October 1, 2010.

Members of the Court heard from:

Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD)  
Cindy Purinton, Benefit Administrator, HRMD  
Patti Marchant, HR Specialist, HRMD  
John Hille, Assistant County Attorney

**MOTION:** Approve Item 12.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Samuel T. Biscoe

*Clerk's Note: By approving Item 12 the Court accepted the final report and authorized the termination of coverage for all unverified dependants.*

### Justice and Public Safety Items

- 13. Consider and take appropriate action on application for Travis County to be selected as a Justice Reinvestment Initiative Phase II site by the Bureau of Justice Assistance to become eligible for technical support for a Sobriety Center.

Members of the Court heard from:

Roger Jefferies, Executive Manager, Justice and Public Safety (JPS)

**MOTION:** Approve taking action on this Item.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Samuel T. Biscoe

### **Purchasing Office Items**

14. Approve contract award for storm and mobile home replacement windows, IFB No. B110002-NB, to the low bidders:
  - a. Lowe's Home Improvement: Items 1,2,3,4,5,6; and
  - b. Exide Inc.: Items 8,9,10,11,12,13,14,15,16,17,18,19.

**RESULT:           ADDED TO CONSENT**

15. Declare list of certain equipment as surplus property and sell at public auction, pursuant to Section 263.151 of the Texas Local Government Code.

**RESULT:           ADDED TO CONSENT**

### **Transportations and Natural Resources Dept. Items**

16. Consider and take appropriate action on a partial plat vacation in Precinct Two: Partial Plat Vacation of the Pearson Business Center Subdivision (Short form plat – 1 Lot – 5.005 Acres – Bratton Lane - no fiscal required – water and sewage service to be provided by the City of Austin – City of Austin ETJ). (Commissioner Eckhardt)

**RESULT:           ADDED TO CONSENT**

17. A plat for recording in Precinct Two: Mansell Subdivision Final Plat (Final Plat – one lot - 1.977 acres – Engelman Lane). (Commissioner Eckhardt)

**RESULT:           ADDED TO CONSENT**

18. Consider and take appropriate action on the permanent traffic improvements on FM 620 at Quinlan Park and Marshall Ford Road in Precinct Three:

- a. Indemnification Agreement with Property Development Centers LLC for funding of improvements; and
- b. Advanced Funding Agreement for Voluntary Transportation Improvement Projects with the State of Texas and Travis County. (Commissioner Eckhardt)

**RESULT:           ADDED TO CONSENT**

### **Other Items**

19. Consider and take appropriate action on legislative matters, including:
  - a. Update on legislative activities;
  - b. Additions to the priorities, policy positions, and the positions on other proposals sections of the Travis County legislative agenda; and

**RESULT:           DISCUSSED**

- c. Resolution in support of House Bill 443 and Senate Bill 374, relating to the amount of the fee paid by a defendant for a Peace Officer's services in executing or processing an arrest warrant, Capias, or Capias Pro Fine.

*Clerk's Note: The Court discussed approving the Resolution supporting HB 443 and SB 374 and authorizing the Intergovernmental Relations Office to distribute the Resolution to members of the Travis County delegation.*

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer

**MOTION:** Approve Item the Resolution in Item 19.c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Samuel T. Biscoe

**MOTION:** Reconsider Item 19.c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**MOTION:** Approve Item 19.c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 20. Consider and take appropriate action on the following:

- a. Request to join local residents and extend an invitation to various Chinese Officials to visit Travis County; and
- b. Invitation to establish sister county relationship with Dengfang, Henan, China.

Members of the Court heard from:

Erica Estetter, Program Director, Austin Asian American Chamber of Commerce  
George Chang, representative of Dengfang, Henan, China  
Peter Shen, representative of Dengfang, Henan, China

**MOTION:** Put the invitation in final shape for approval by the Court next Tuesday, February 8, 2011, and that we send that invitation immediately after next Tuesday to the official that is listed in this letter and it will go to the City Mayor of Dengfang, Henan, China.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 21. Receive revenue and expenditure reports for the month of December 2010.

**RESULT:** **ADDED TO CONSENT**

22. Consider and take appropriate action on the reappointment of Adrienne Isom to the Travis County Historical Commission, effective immediately through January 31, 2013. (Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

23. Consider and take appropriate action on the following reappointments to the Austin-Travis County Emergency Medical Services Advisory Board, effective immediately through October 31, 2012:

- a. Paula S. Barr; and
- b. Bob Taylor.

**RESULT:           ADDED TO CONSENT**

24. Consider and take appropriate action on the appointment of Tina Romanella de Marquez to the Emergency Services District No. 10 Board of Commissioners, effective immediately through December 31, 2011. (Commissioner Huber)

**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*

25. Receive briefing from the County Attorney and take appropriate action concerning submission by Travis County of an amicus curiae brief in support of the State and Galveston County with regard to the Texas Open Beaches Act in the case of Severance v. Patterson before the Texas Supreme Court. 1

*Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:**           Move forward with an amicus curiae to the Supreme Court to re-hear the Severance v Patterson case.

**RESULT:**           **APPROVED [UNANIMOUS]**

**MOVER:**           Sarah Eckhardt, Commissioner

**SECONDER:**       Ron Davis, Commissioner

**AYES:**            Biscoe, Davis, Eckhardt, Huber, Gómez

26. Consider and take appropriate action for salary equity adjustment for Executive Manager - Health and Human Services. 3

*Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.*



**MOTION:** Approve Staff recommendation, that we increase this Executive Managers pay.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

*Clerk's Note: The County Judge noted that by approving the Motion in Item 26 the Court has increased the salary of the Executive Manager for Health and Human Services to \$130,301.49.*

#### Consent Items

**MOTION:** Approve the following Consent Items: C1-C2 and Agenda Items 4, 5.a-e, 7, 8, 9, 10.a-b, 14.a-b, 15, 16, 17, 18.a-b, 21, 22, 23.a-b, 24, and A1.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

#### Added Items

A1. Consider and take appropriate action regarding Court authorization for the County Judge sign Memorandum of Understanding and Interlocals for the Lake Travis Economic and Water Quality Study. (Commissioner Huber)

**RESULT:** **ADDED TO CONSENT**

### Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge

#3740

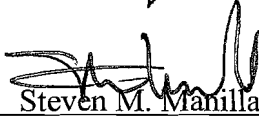
Item C4

# \_\_\_\_\_

Travis County Commissioners Court Agenda Request

Voting Session 3/1/2011

Work Session \_\_\_\_\_

I. A. Request made by:  Steven M. Manilla, P.E., Phone # 854-9383  
Executive Manager, TNR

B. Requested Text:  
**Approve setting a public hearing date of March 29, 2011 to receive comments on a proposed street name assignment for an unnamed road be known as "Wind Farm Road" off Cameron Road, in Precinct Two.**

C. Approved by: \_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct Two

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_  
\*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

- Austin American Statesman
- Stephanie Jensen – fax 974-3337      Jaime Garcia - Sign Shop
- Don Ward - 854-9383                      Howard Herrin- 854-9383
- Tom Caffall - 854-9383                      David Greear – 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- \_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_ Grant
- Human Resources Department (854-9165)
- \_\_\_\_ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- \_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- \_\_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

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

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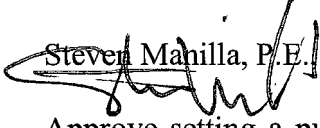


411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

February 23, 2011

**MEMORANDUM**

TO: Members of the Commissioners Court

FROM:  Steven Manilla, P.E. | TNR Executive Manager

SUBJECT: Approve setting a public hearing date of March 29, 2011 to discuss request to approve a proposed street name assignment for an unnamed street to be known as "Wind Farm Road" off Cameron Road, in Precinct Two.

**Summary and Staff Recommendation:**

The Travis County Address Coordinating Committee has contacted property owners along a County maintained road with multiple property owners to inform them of the need for a street name assignment. This action is necessary to provide a physical address for everyone on the unnamed road to assist emergency providers and other deliveries. This road has been identified on certain maps as County Road (CR) 252 out of Williamson County.

Six property owners are affected by this street name assignment and all have been sent ballots. Four were in agreement to the street name of "Wind Farm Road", one chose another street name and one did not reply.

The street name assignment is on a Travis County maintained road. Street signs will be the responsibility of Travis County.

Staff recommends approval of this street name assignment, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of March 29, 2011 pursuant of this street name assignment.

**Exhibits:**

Maps

RN;gd

4100 Wind Farm Road

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received ballots to assign a street name to an unnamed road;

WHEREAS, the majority of the adjoining property owners replied and are in agreement to the street name;

WHEREAS, a public hearing was held on March 29, 2011, pursuant to the street name assignment; then

BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the road be named as follows:

PRECINCT TWO:

UNNAMED ROAD TO

**“WIND FARM ROAD”**

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PCT. ONE

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PCT. TWO

\_\_\_\_\_  
KAREN HUBER  
COMMISSIONER, PCT. THREE

\_\_\_\_\_  
MARGARET GOMEZ  
COMMISSIONER, PCT. FOUR

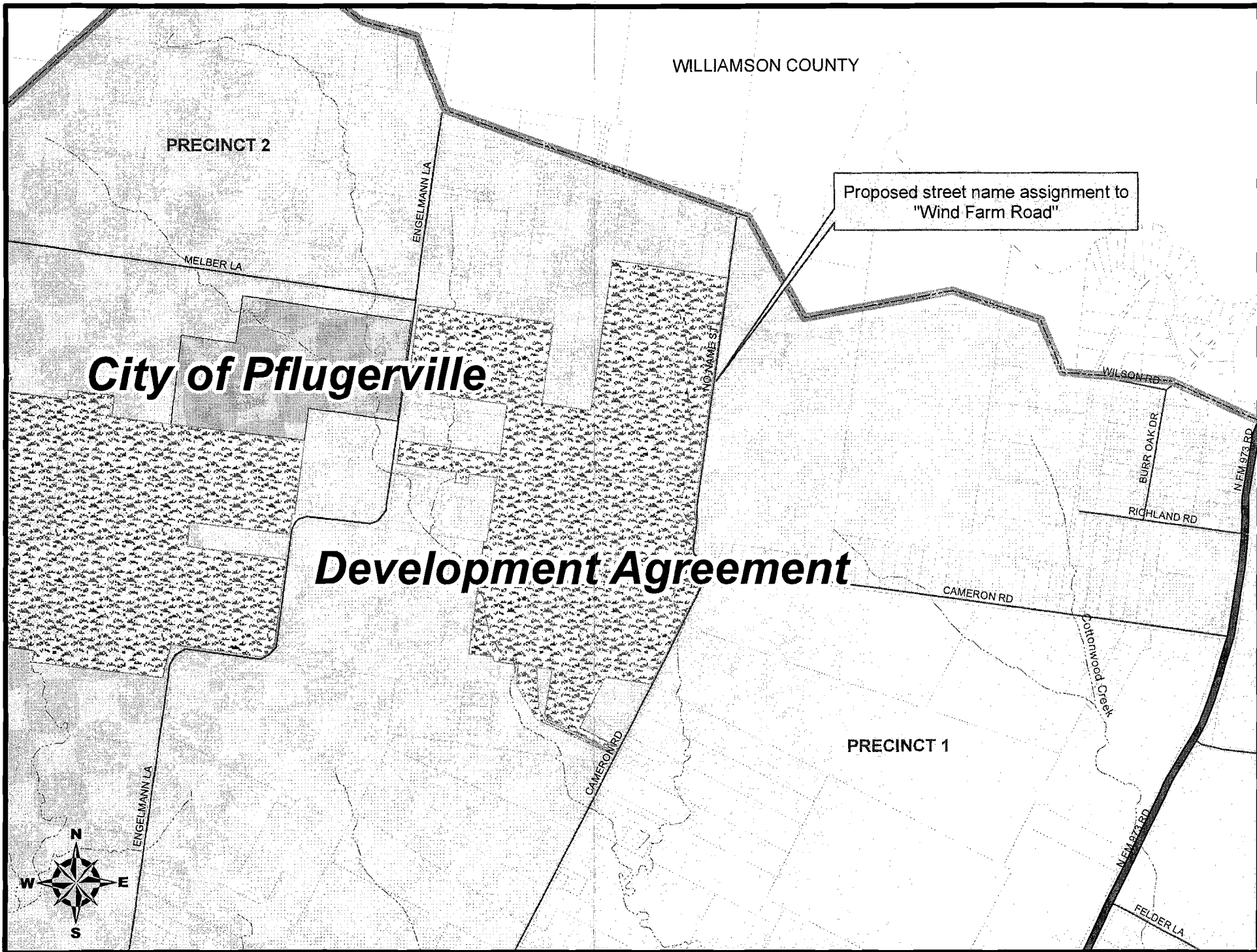
# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, MARCH 29, 2011 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PUBLIC ROAD IS OFF CAMERON ROAD AND IS TO BE KNOWN AS **“WIND FARM ROAD”**.

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM,  
TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST  
FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE  
CALL 854-9383.



# BALLOT

For a proposal to name the unnamed road described below to:

Wind Farm Rd ~~Yes~~ No

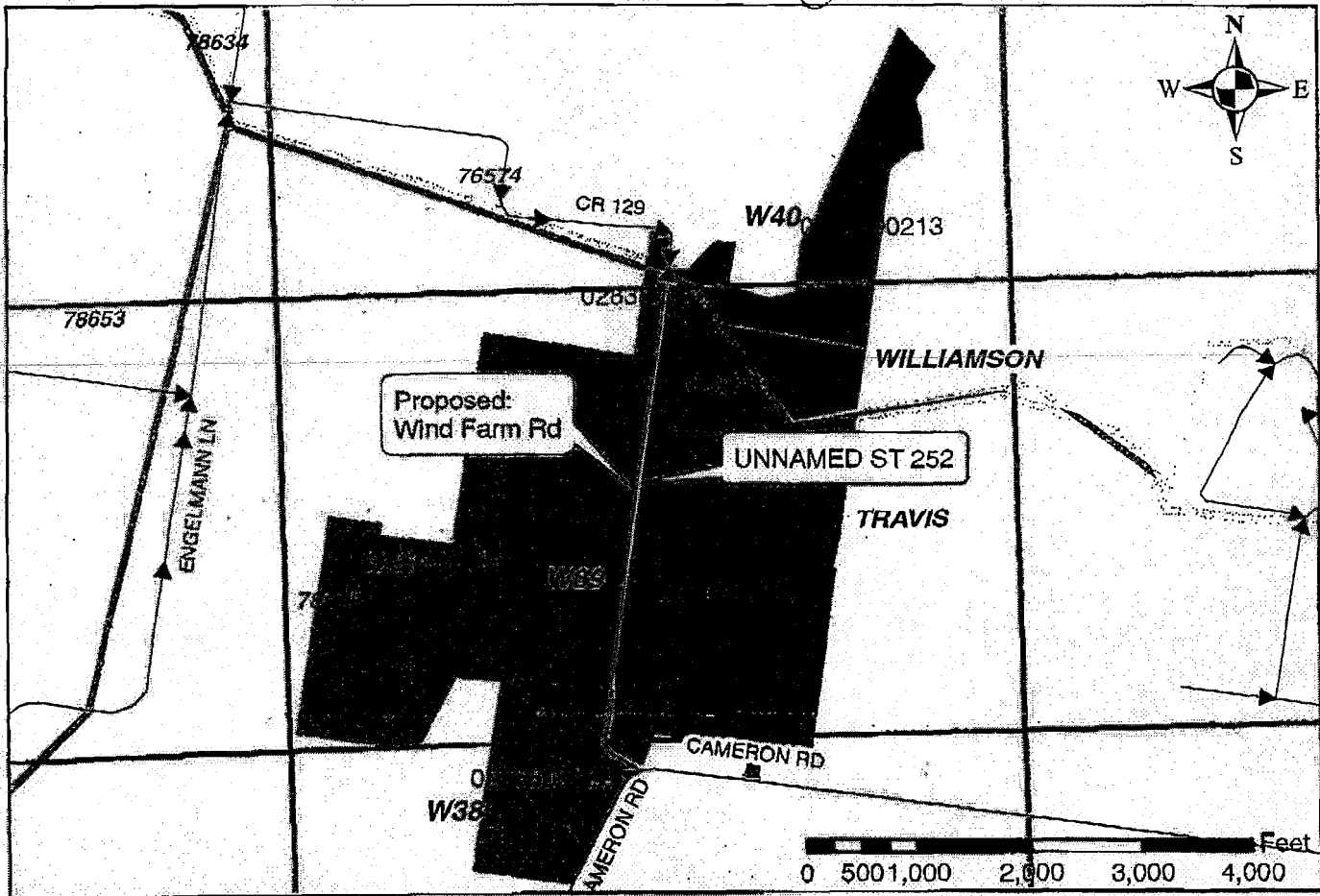
Other proposed street name CR 129 or Ridgeview Road

(any other name MUST be cleared w/911 Addressing prior to write-in Call 974-2741)

B & B Investments LP  
Services by K & Y LLC  
ATTN: BEAU S KING  
PO BOX 130179  
HOUSTON TX 77219-0179

PID # 0275800303

Property Owner Signature *MS*



Please return ballot with your choice of street name or other name candidate by January 15, 2011. Ballot must be signed to be valid.

Michael Murphy  
9-1-1 Addressing/GIS  
PO Box 1088  
Austin TX 78767  
974-2741 Fax: 974-3337

This map has been produced by the City of Austin 9-1-1 Addressing as a working staff map and is not warranted for any other use. No warranty is made by the city regarding its accuracy or completeness. Reproduction is not permitted without prior written permission from: City of Austin-Regional Mapping

# BALLOT

For a proposal to name the unnamed road described below to:

**Wind Farm Rd** ✓

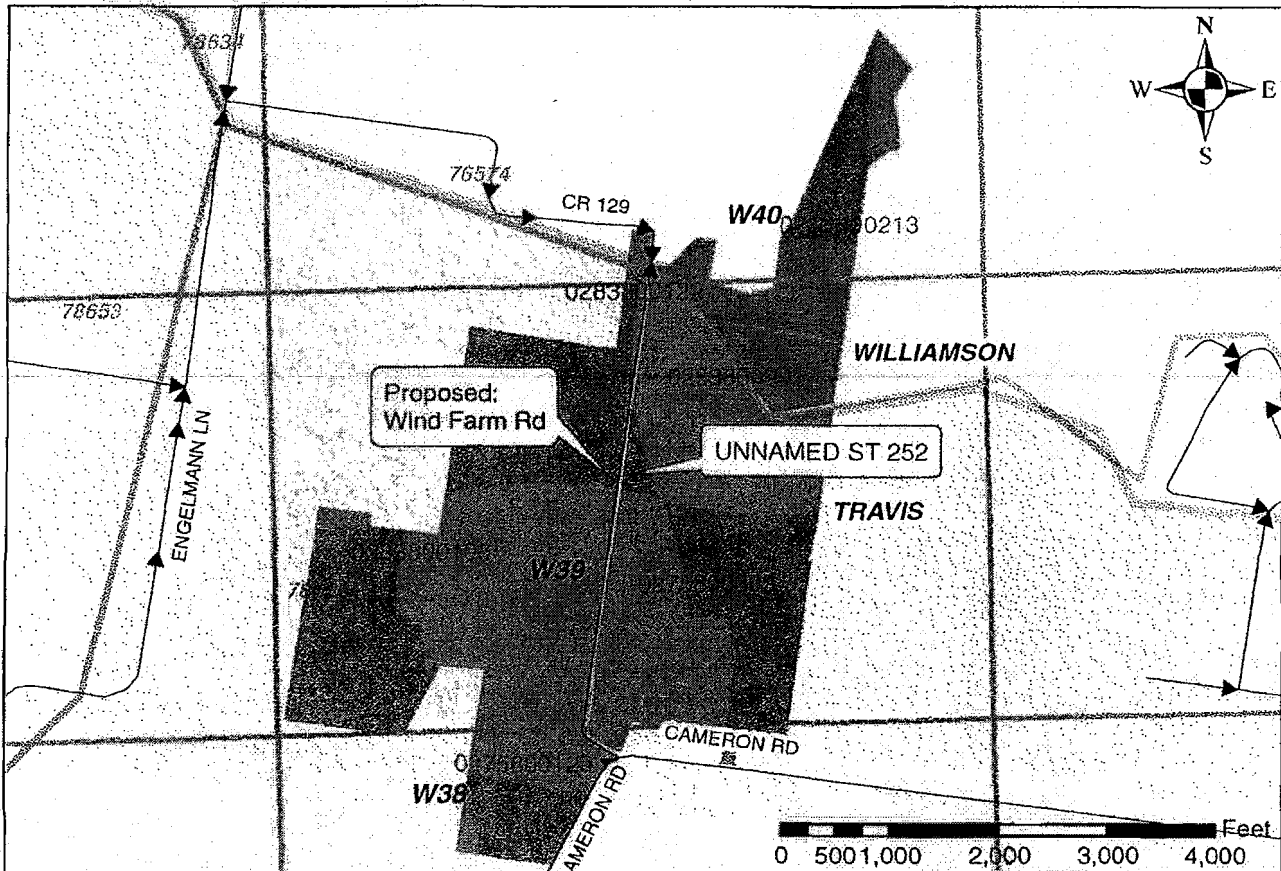
Other proposed street name \_\_\_\_\_

(any other name MUST be cleared w/911 Addressing prior to write-in Call 974-2741)

HEES LYDIA H & KERMIT  
19742 ENGLEMAN LN  
MANOR TX 76573-3555

PID # 0283800106

Property Owner Signature Kermit Hees



Please return ballot with your choice of street name or other name candidate by January 15, 2011. Ballot must be signed to be valid.

Michael Murphy  
9-1-1 Addressing/GIS  
PO Box 1088  
Austin TX 78767  
974-2741 Fax: 974-3337

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# BALLOT

For a proposal to name the unnamed road described below to:

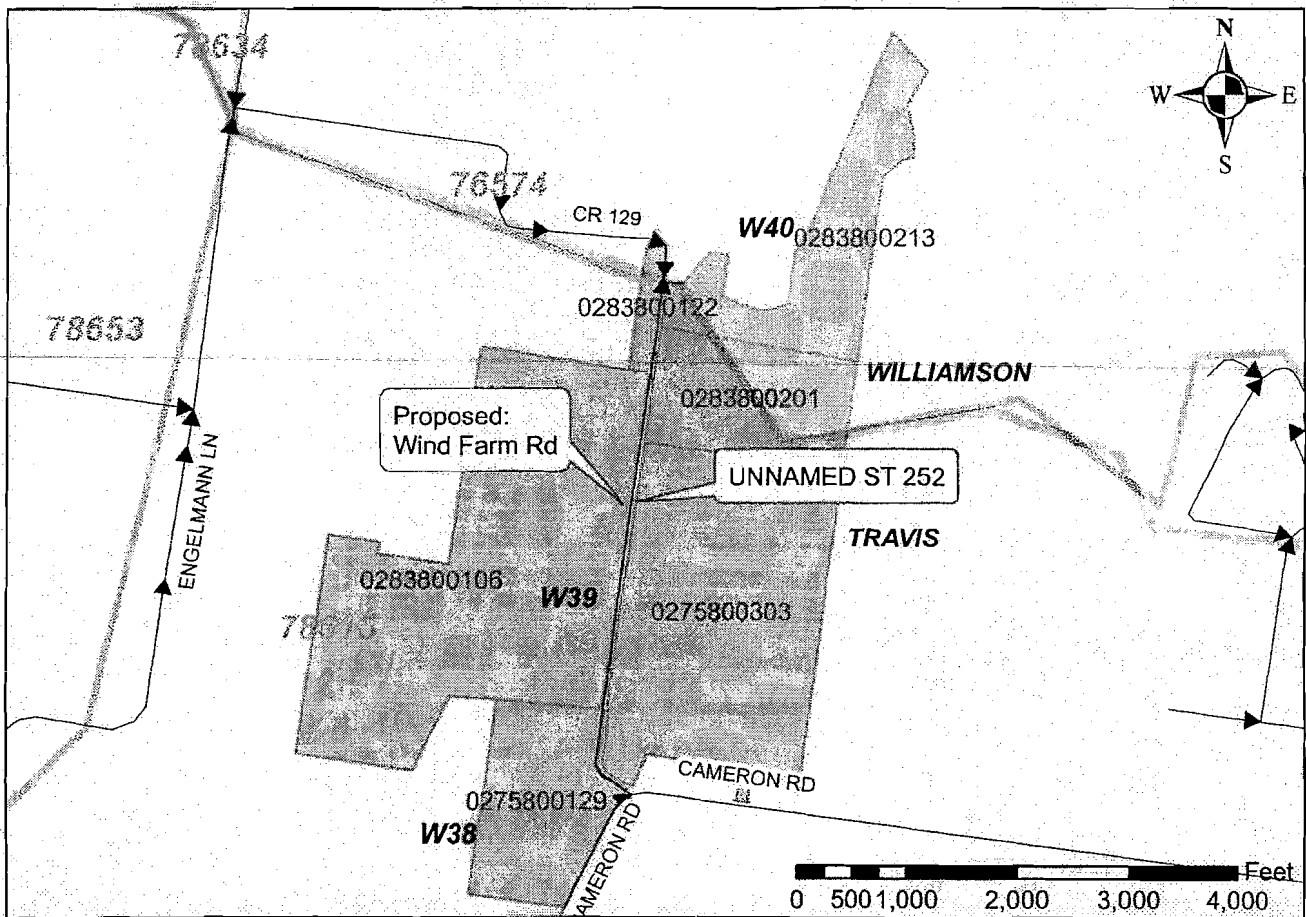
Wind Farm Rd ✓

Other proposed street name \_\_\_\_\_

(any other name MUST be cleared w/911 Addressing prior to write-in Call 974-2741)

VU AN V & MY HOA T  
811 Indian Run Dr  
PFLUGERVILLE, TX 78660-3871

Property Owner Signature \_\_\_\_\_



Please return ballot with your choice of street name or other name candidate by January 15, 2011. Ballot must be signed to be valid.

Michael Murphy  
9-1-1 Addressing/GIS  
PO Box 1088  
Austin TX 78767  
974-2741 Fax: 974-3337

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Please print name Ans Jada  
Phone number (512) 796-6025

# BALLOT

For a proposal to name the unnamed road described below to:

Wind Farm Rd 3/15

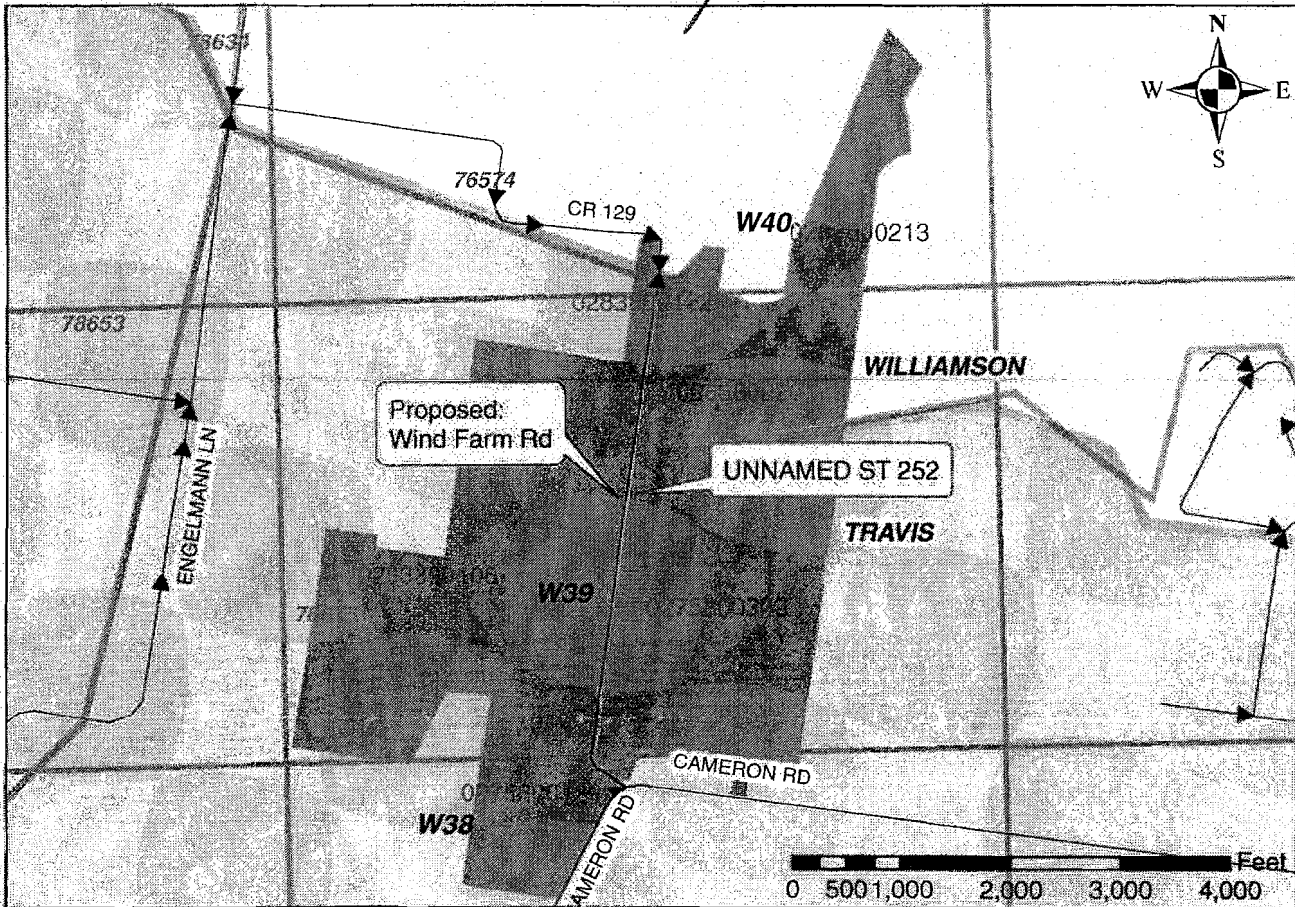
Other proposed street name \_\_\_\_\_

(any other name MUST be cleared w/911 Addressing prior to write-in Call 974-2741)

BLAIR JOHN T  
2076 COUNTY ROAD 129  
TAYLOR TX 76574-7222

PID # 0283800122

Property Owner Signature \_\_\_\_\_



Please return ballot with your choice of street name or other name candidate by January 15, 2011. Ballot must be signed to be valid.

Michael Murphy  
9-1-1 Addressing/GIS  
PO Box 1088  
Austin TX 78767  
974-2741 Fax: 974-3337

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# BALLOT

For a proposal to name the unnamed road described below to:

Wind Farm Rd ✓

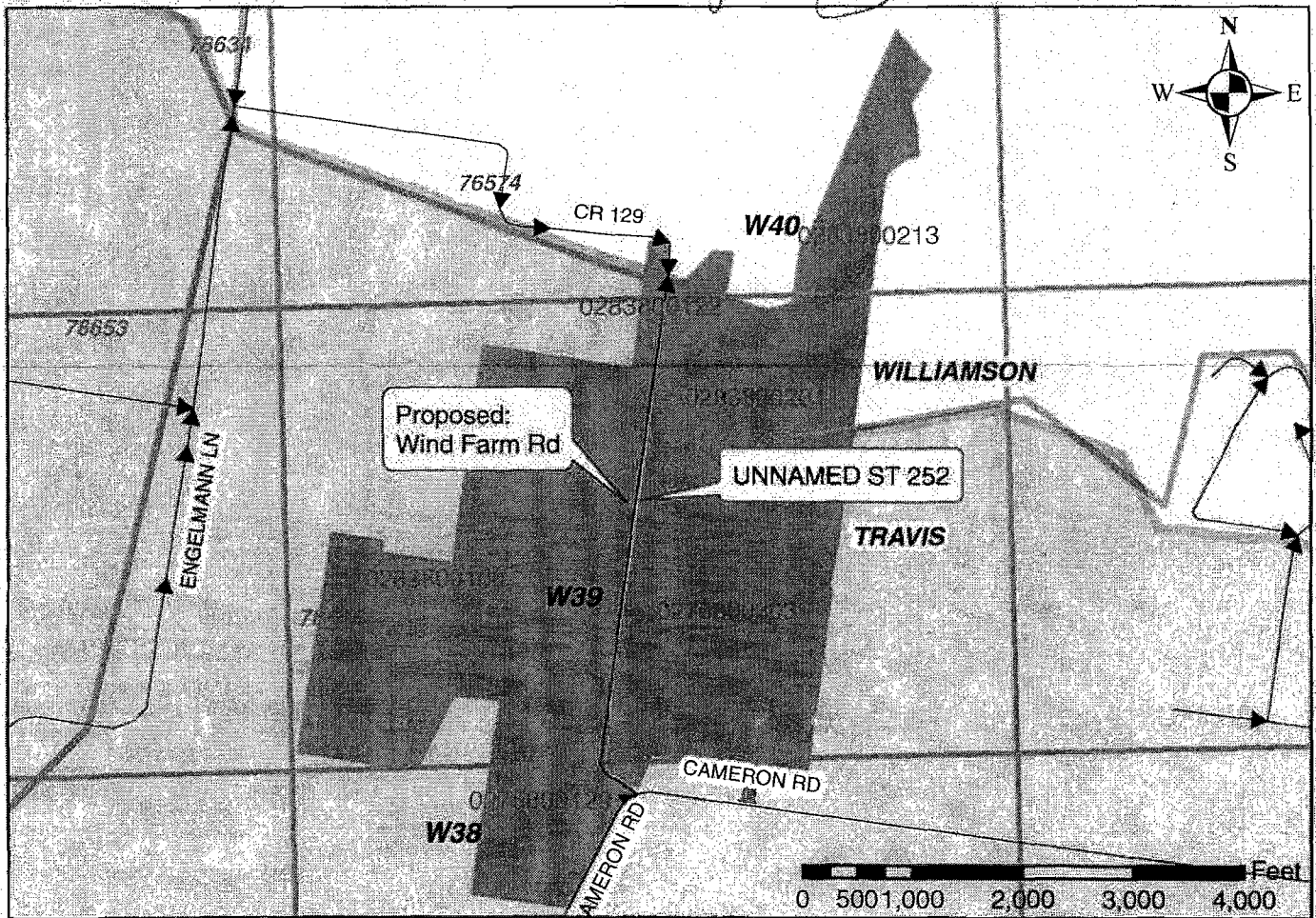
Other proposed street name \_\_\_\_\_

(any other name MUST be cleared w/911 Addressing prior to write-in Call 974-2741)

SIMPSON LOGAN L & CINDY  
20700 Cameron Rd  
COUPLAND, TX 78615-4913

PID # 0275800129

Property Owner Signature \_\_\_\_\_



**Please return ballot with your choice of street name or other name candidate by January 15, 2011. Ballot must be signed to be valid.**

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# Travis County Commissioners Court Agenda Request

Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Gillian Porter, County Clerk's Office, 512-854-4722  
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk  
Sponsors: Judge Biscoe

---

## **AGENDA LANGUAGE:**

Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of February 1, 2011.

---

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

na

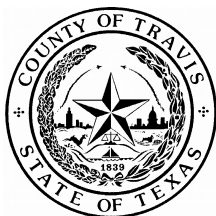
na

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

na

## **REQUIRED AUTHORIZATIONS:**

County Judge's Office	Cheryl Aker	Completed	02/22/2011 2:09 PM
Commissioners Court	Cheryl Aker	Pending	



# Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, February 1, 2011 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 February 1, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	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 Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



# **Travis County Commissioners Court Agenda Request**

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Meeting Date: 3/1/2011, 9:00 AM, Voting Session  
Prepared By: Gillian Porter, County Clerk's Office, 512-854-4722  
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk  
Sponsors: Judge Biscoe

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## **AGENDA LANGUAGE:**

Approve the Travis County Bee Cave Road District No. 1 Minutes for the Voting Session of February 1, 2011.

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

na

na

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

na

## **REQUIRED AUTHORIZATIONS:**

County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



# Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, February 1, 2011 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 February 1, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	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 Item 1.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge