

# Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

**RECEIVE PRESENTATION OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY'S ANNUAL REPORT FOR FISCAL YEAR 2008.**

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.


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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

# Driving INNOVATION



# Introduction

The Central Texas Regional Mobility Authority is driving innovation, and in this 2008 Annual Report, you will discover how the Mobility Authority is building on the past while pushing the boundaries of tomorrow with innovative project development techniques and concepts like all-electronic tolling and managed lanes.

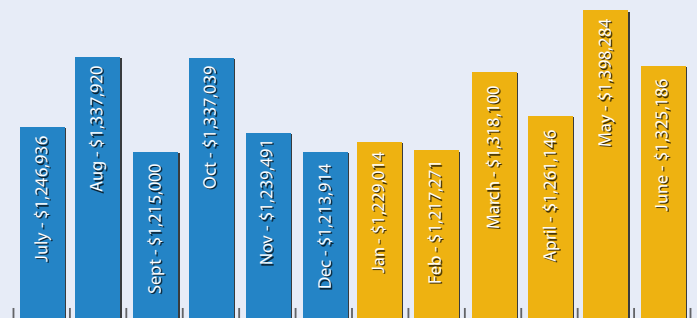
## 183A Performance Snapshot

■ 2007 ■ 2008

The Mobility Authority collected \$15.5 million on 183A in FY 2008. 183A was only open for a couple of months in FY 2007, and promotional discounts were being offered at the time. As a result, revenue for FY 2008 is significantly higher than FY 2007.

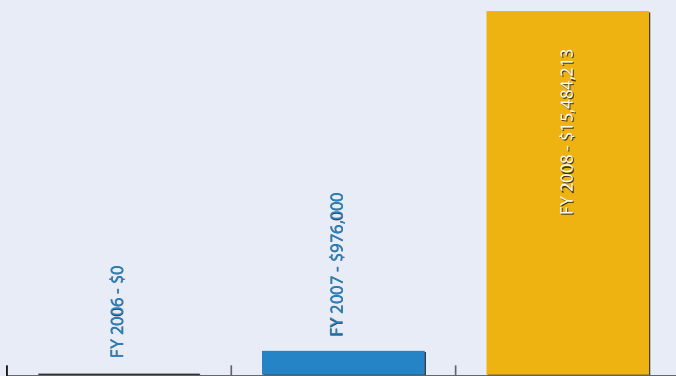
During FY 2008 monthly toll revenue on 183A increased to more than \$1.3 million per month.

FY 2008 Toll Revenue by Month\*



\*The Mobility Authority received an additional \$144,913 in toll revenue as part of an audit adjustment.

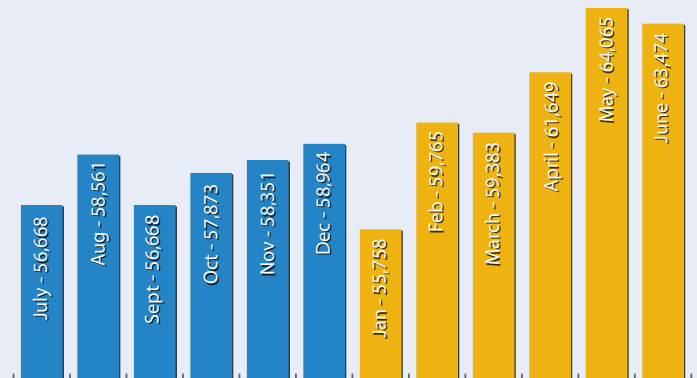
183A Toll Revenue by Year



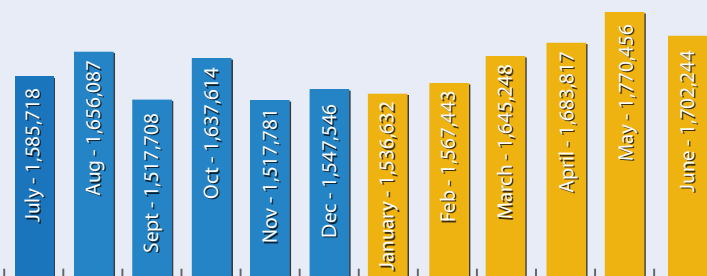
The number of revenue transactions on 183A grew steadily in fiscal year 2008. Revenue traffic was at its highest point in May 2008.

Weekday traffic began FY 2008 around 56,000 vehicles a day and grew to more than 64,000 a day by May of FY 2008. By December FY 2009, traffic had grown to over 65,000 a weekday.

FY 2008 Average Weekday Traffic by Month



FY 2008 Transactions by Month





*"You can't use an old map to see a new land."*

Gary Hamel

## Letter from the Chairman

It is my pleasure to report that the dream of greater mobility is alive and well in Central Texas. While much of the country struggled with skyrocketing oil prices and falling home values this year, the Central Texas Regional Mobility Authority is weathering the economic storm. As gas prices shot upward, traffic on 183A grew steadily during the fiscal year, from 56,668 average weekday traffic in July 2007 to 63,474 average weekday transactions in June 2008. Overall traffic was double original projections leading to opening year revenue of \$15.5 million, an amount we were not projected to reach until at least fiscal year 2010.

With a strong and consistent revenue stream established, the Mobility Authority took confident steps in FY 2008 toward furthering our mission of bringing enhanced Mobility to the Central Texas region. The first step came in October 2007, when the Capital Area Metropolitan Planning Organization approved an estimated \$1.5 billion network of new tolled expressways, including 290 East (Manor Expressway). Still, financing the plan became a significant challenge as federal and state funding continued to shrink.

In response, the Mobility Authority launched a major procurement process aimed at finding a private sector firm capable of developing the financial package necessary to keep the regional transportation program on track. Eleven firms expressed interest, and ultimately, JP Morgan Securities was selected in April 2008. With the finance team in place and final design work set to begin on the Manor Expressway, we hope to begin construction on that project in early 2010.

While 2008 was a good year for the Mobility Authority, we recognized the financial turmoil surrounding us. The agency has continued its conservative operational approach by keeping costs down and our staff lean and efficient. As we face a future that is more uncertain than ever, the Mobility Authority remains in a solid position to take on the challenges that lie ahead.



Robert Tesch  
Chairman



*US 183 at US 290 East*





## History of Road Financing in America

During the 18<sup>th</sup> and 19<sup>th</sup> century, most major transportation corridors in the United States were privately built toll roads known as turnpikes. The proliferation of the automobile in the early 20<sup>th</sup> century led to demand for new and better roads, especially high speed expressways. The federal government's role in transportation funding was still limited, so states took the lead in funding major highway projects. Most states created Turnpike Authorities or other quasi-public agencies to issue toll revenue bonds to fund these toll projects.

During the 1950's, a tremendous number of new toll roads were built across the country, but the tolling boom was short-lived following approval of the National System of Interstate and Defense Highways, which was funded by a national gas tax. In the 1980's, increasing maintenance costs, tightening budgets and the phasing out of funding for new interstate highway construction led to the development of new toll roads in fast growing states such as Florida, Colorado, California and Texas. During the 1990's, most new toll roads in Texas were built in Houston and Dallas. In 2001, tolling in Texas expanded with passage of legislation authorizing the creation of Regional Mobility Authorities.



*"It isn't that they can't see the solution. It is that they can't see the problem."*

G.K. Chesterton

## Success in the Face of Harsh Realities

The reality of our nation's transportation funding crisis really hit home over the past year. Funding cuts at the federal and state level caused the development of new road projects in Central Texas to come into question. A number of pending road projects were delayed indefinitely, design work on new projects was halted and engineering firms began laying off employees.

While fiscal year 2008 was painful, the future is even bleaker for projects funded by the gas tax. With people driving less and buying more fuel efficient cars, a projected funding deficit is expected to grow even wider in coming years. The financial crisis comes as the need to fix our aging infrastructure grows, and high prices drive up the cost of repairs, leaving even less money for new roads.

We've known for years that the gas tax's ability to adequately fund transportation projects was an issue. Traffic congestion was one of the early symptoms of the problem. Fortunately, visionary leaders in Central Texas saw the storm on the horizon and began taking the difficult steps necessary to address the funding crisis. Today, we have a network of toll roads that is allowing our community to flourish, providing a financial backbone that will keep us competitive in the new global economy.

The challenge now is building on that success. With traditional funding sources drying up there will be even greater pressure on the Mobility Authority to fund badly needed projects. As we seek to fill a multi-billion dollar regional funding gap, we will have to implement new and creative methods to control project costs and maximize available revenue. In an effort to begin finding solutions, the Texas Transportation Commission, under the new leadership of Chair Deirdre Delisi, formed a 2030 Committee to examine the state's transportation needs over the next 20 years. The report is due December 2008.

The good news is we are already taking steps in that direction, putting people back to work designing our next wave of projects including the Manor Expressway and an extension of 183A and exploring new ways to move people using concepts like managed lanes.





"Going forward, we in this country will have to rethink the way we fund transportation. The gas tax alone can no longer carry the entire burden. Many experts favor some type of user fee to augment more traditional sources of financing of both roadway construction and maintenance."

**Lowell H. Lebermann, Jr.**  
**Vice Chairman**



Last Updated 3-26-09

# History of Electronic Tolling

Electronic toll collection technology dates back to the 1970's when an early General Electric device called the Designator was tested on the Golden Gate Bridge. The device was the size of a brick and cost \$1,000. Over the years, various radio frequency devices were developed by different companies, many of them with military applications.

A leader in transitioning this technology to the world of tolling was a company called Amtech. Founded in Albuquerque, New Mexico, the firm first used radio frequency identification technology to help railroads keep track of their railcars. Then in 1988, the company visited with the Texas Turnpike Authority and proposed a deal to install



Last Updated 3-26-09

an electronic toll system on the North Dallas Tollway. An agreement was reached, and the Dallas TollTag was born.

The concept proved highly successful, and the technology quickly moved to toll roads in Oklahoma and Louisiana before expanding nationwide. Compared to the current TxTag sticker, the original toll tags were plastic boxes about the size of a man's wallet. Today, electronic tolling is standard practice on practically every toll road in the United States, and many toll roads including 183A are now evolving toward completely cashless toll collection.





“Since our formation in January 2003, the Mobility Authority has charted a visionary path, hiring a staff of creative individuals committed to the ideals of public service, but with the sensibilities of private enterprise. Today, we see this small group of talented individuals pushing the boundaries of our industry in a calculated and methodical effort to improve efficiency and maximize our community’s return on investment.”

**Robert L. Bennett, Jr.**  
**Treasurer**



183A Mainline Plaza





*"I can't understand why people are frightened of new ideas. I'm frightened of old ones."*

John Cage

## Drivers Pour onto 183A in First Year

In its first full year of operation, the 183A toll road has proven hugely successful. An aggressive public communication campaign led to impressive traffic volumes and incredible levels of TxTag sticker usage. By the end of Fiscal Year 2008, average weekday transactions on 183A were around 63,474; 88% higher than the 33,696 transactions per weekday that had been projected. TxTag sticker usage hovered around 80% most of the year.

The unique, all-electronic Lakeline toll gantries at the southern end of 183A created both an opportunity and a challenge for the Mobility Authority. Since many drivers were not used to the concept of cashless tolling, the Mobility Authority had to take a creative approach in addressing violations. Throughout FY 2008, the Mobility Authority used a customer friendly violation enforcement program to educate drivers and reduce violations. The unique program helped introduce customers to the concept of cashless tolling and drove significant TxTag sticker usage on 183A. The program set the stage for the Mobility Authority's eventual adoption of video billing and cashless toll collection.

### Video Billing Drives Efficiency on 183A

In Central Texas, video billing is being marketed as Pay-By-Mail. Under the process, drivers who do not have a TxTag sticker are sent a bill in the mail. Drivers who do not pay the bill are sent a violation notice and can be charged with a misdemeanor. The Mobility Authority began offering Pay-By-Mail in May of 2008. The program was outsourced to Municipal Services Bureau (MSB), an experienced billing and collection firm headquartered in Austin.

The Pay-By-Mail program is revenue neutral with all costs being covered by the fees charged to drivers who use the service and the fines assessed to vehicle owners who do not pay their bills in a timely manner. Less than 15% of toll transactions on 183A are currently handled through the Pay-By-Mail program.

### Cashless Tolling Set to Debut on 183A

The adoption of Pay-By-Mail set the stage for the Mobility Authority's next big move into the world of cashless tolling. A review of operating costs and an analysis by traffic and revenue consultant Stantec determined that with the high TxTag sticker usage rates on 183A, the Mobility Authority could reduce operating costs and possibly increase revenue by eliminating cash toll plazas altogether. The transition to cashless tolling will remove toll plaza delays, improve safety and reduce vehicle emissions. The Mobility Authority Board studied the concept, and at their June 2008 meeting, voted to adopt a cashless tolling policy. The transition to cashless tolling will take place December 1, 2008. All future toll roads will also follow this policy.





# Story of the Gas Tax

The growth of automobile travel in the early 20<sup>th</sup> century led to the creation of gas taxes to fund roadway projects. States moved first to adopt gas taxes, and the State of Texas instituted a one cent gas tax for the first time in 1923. The first national gas tax was implemented in 1932 and was also one cent. At that time, there were very few paved roads to maintain, so most of the money went to new construction. Today, there are more than 4 million miles of roadways in the United States, with 305,000 of those miles in Texas.

To maintain those roads, build new ones and keep up with inflation, the gas tax has been increased over the years. The state gas tax in Texas is now 20 cents per gallon, having last been raised in 1992. The federal gas tax was last increased in 1993 and is currently 18.4 cents per gallon. At the same time, the gas tax has been increasingly used to fund things other than highways. For example, 15% of the federal gas tax is used to fund public transit. In Texas, 25% of the state gas tax is constitutionally dedicated to funding schools.

With people driving fewer miles and buying more fuel efficient cars, the deficit in transportation funding is expected to grow significantly in coming years. Some experts believe raising the gas tax at a time when the consumption of gas is declining would simply delay tough decisions about the future of transportation funding in the United States.





*"I cannot help fearing that men may reach a point where they look on every new theory as a danger, every innovation as a toilsome trouble, every social advance as a first step toward revolution, and that they may absolutely refuse to move at all."*

Alexis de Tocqueville

## On the Way to Addressing the Transportation Crisis

A major accomplishment for Central Texas occurred in October 2007 when the Capital Area Metropolitan Planning Organization voted to approve the construction of five new expressways to relieve traffic along some of the most congested roads in Central Texas.

Two of the projects, SH 71 (Bastrop Expressway) and US 183 (Bergstrom Expressway) are major feeder routes to Austin-Bergstrom International Airport, a major economic center in the region. SH 71 is also a key corridor serving the Austin suburbs, eastern Travis and Bastrop counties. A third project, US 290/SH 71 (Oak Hill Expressway) provides needed long term relief to the growing southwest portion of Travis County. In southwest Austin, SH 45 (Manchaca Expressway) is a gateway to Hays County, providing residents there with an alternative route into Austin. Finally, US 290 (Manor Expressway) will provide a key connection between the SH 130 toll road and downtown Austin and will continue to serve as an emergency evacuation route for Gulf Coast residents.

All of these projects involve building new, limited-access expressways in expanded medians of existing arterial highways that are littered with traffic signals and snarled with rush hour traffic. Originally projected to cost \$2.5 billion, the projects had to be scaled down as CAMPO and the Mobility Authority struggled with funding limitations and the pressures of rapid inflation. When approved in October 2007, the projects had been revised to a projected cost of \$1.5 billion. Since then, the cost has continued to creep up with fluctuating oil prices and inflationary pressures on construction costs.

Shortly after approval of the projects, the Mobility Authority was notified that more than \$500 million in gap funding originally programmed by TxDOT would be unavailable. Since all of the projects involve maintaining the existing arterials as free parallel highways, the loss of TxDOT gap funding created an even greater challenge for the Mobility Authority. To address the funding shortfall, the Mobility Authority began looking at options to attract private sector funding from non-traditional sources such as pension plans and infrastructure funds.

Ultimately, the Mobility Authority went through a procurement process and selected JP Morgan Securities to help find the necessary investors for the region's projects. The current funding plan calls for a mix of traditional toll revenue bonds, loans from the federal Transportation Infrastructure Finance and Innovation Act program and subordinated debt. As each project moves toward construction, the Mobility Authority will be working with JP Morgan to put together a specific funding package.





“One of the greatest challenges facing transportation agencies today is funding the expansion of congested highways in urban areas where land is very expensive and alternative routes are limited. While tolling is an obvious solution, the concept has proven controversial. As a result, transportation agencies in many communities have simply thrown their hands up and walked away in frustration. That almost happened here too, but thanks to the willingness of our local leaders to take a stand on the issue, we are now on the road to improving mobility on some of our community’s most congested highways, while providing a choice to those not wishing to drive on toll roads.”

**Henry H. Gilmore**



*Traffic on US 290 East*





## The Growing Emphasis on Public Interaction

It was not uncommon in the past for transportation projects to be constructed in economically disadvantaged neighborhoods, where land was less expensive and residents were less likely to protest. Today, a concept called Environmental Justice, ensures disadvantaged neighborhoods are protected and have an equal voice. The concept has its roots in the 1964 Civil Rights Act, which required that all persons be protected from discrimination in the application



of federally funded programs and projects. Over the years, additional legislation strengthened the rights of disadvantaged groups. Today, the U.S. Department of Transportation requires that all federally funded projects avoid disproportionate impacts on low-income and minority groups. Above all, transportation agencies are required to ensure all citizens have equal opportunity to access information about a proposed transportation project and have an equal opportunity to submit comments about it. Where a disproportionate impact is determined to exist, the transportation agency is then required to develop a plan to mitigate the impact, if practical.



*"We are continually faced by great opportunities brilliantly disguised as insoluble problems."*

Lee Iacocca

## Manor Expressway on the Road to Completion

Just a few years ago, improvements to US 290 East (Manor Expressway) weren't even on the local radar screen. However, with the completion of the SH 130 toll road and the proliferation of high-tech employers along the corridor, local leaders began to realize how critical the roadway was to the economic growth of the region. As a result, in 2004 the project was placed on the fast track, and TxDOT handed responsibility for developing the Manor Expressway over to the Mobility Authority.

Since then, the Mobility Authority has been conducting a Traffic and Revenue Study and developed a schematic design. During Fiscal Year 2008, the Mobility Authority moved one step closer to construction by procuring several engineering firms to complete the final design of the project. In another attempt to expedite the development of the project, the Mobility Authority choose to procure three prime engineering firms to work concurrently and design the project in the shortest time possible.

In the coming year, final agreements are expected to be reached with TxDOT and the Capital Area Metropolitan Planning Organization regarding toll rates for the project, and final environmental approvals are anticipated. If these efforts remain on schedule, construction on the Manor Expressway could begin as early as January 2010 with completion expected in 2013.

"We are sensitive to the unique challenges of this area and are taking proactive steps to make sure our projects are beneficial not just to commuters but also to the residents who live near our roads. Besides creating jobs and improving mobility in these communities, the US 290 East project will incorporate context sensitive design features adopted through community input that will help beautify this area of town. At the same time, we are developing special toll payment options to accommodate customers who may not use banks or have access to credit cards and computers. We are also looking at ways to increase transportation options for residents who live along our corridors."

**Nikelle Meade**  
Board Member





*183A Field Operations Building*





## The Development of Regional Mobility Authorities

The concept of an independent, quasi-public government agency like the Central Texas Regional Mobility Authority has its origins in the early 20th century. One of the first such agencies to be created was the Pennsylvania Turnpike Commission, which was formed in 1937 to finance, construct and operate the Pennsylvania Turnpike. In the years that followed, many other states adopted a similar approach, creating agencies like the Maine Turnpike Authority, Ohio Turnpike Commission, New Jersey Highway Authority and the New York State Thruway Authority. As automobiles proliferated, privately run companies that had traditionally operated city buses, streetcars and trains found it hard to stay in business. Soon, communities began forming organizations similar to the early toll agencies to take over local transit services. Such was the case in 1953 when the New York City Transit Authority was created. In most places, toll agencies and transit authorities have remained separate entities. In 2001, the Texas Legislature decided to empower local communities to form independent transportation agencies with the flexibility to provide all modes of transportation. In 2002, Williamson County and Travis County took advantage of the legislation and agreed to form the Central Texas Regional Mobility Authority. While the Mobility Authority has the authority to provide transit services, the Capital Metropolitan Transportation Authority already operates transit in Central Texas, and to date, the Mobility Authority's emphasis has been on enhancing the community's highway system and pedestrian facilities.

“Since its formation, the Mobility Authority has proven to be a different kind of public agency, one that is nimble and easily adaptable to a rapidly changing and unpredictable environment. Our Board is always open to new ideas, and we have built a small dynamic staff that loves a challenge. That culture is reflected by our speed of evolution. In just five years, we have completed our first roadway, announced plans to extend it, begun work on a second project and become one of the first agencies in the country to transition to cashless toll collection. We feel we have a program in place that is well prepared for any unexpected detours that might appear.”

**James H. Mills**  
**Board Member**



*183A frontage roads*



*"You have to have a plan in place, but not one so rigid that you don't take detours. The A-ha's are in the detours."*

Terry Eggar

## On the Fast Track with 183A Expansion

When financing for the 183A toll road was being assembled in 2004, the belief was that the number of people willing to use the new toll road would only be sufficient to fund a 4.5 mile section between RM 620 and RM 1431. As a result, the Mobility Authority scaled back the project and decided to construct a less expensive frontage road system on the north end of the project between RM 1431 and the South San Gabriel River. It turns out the predictions did not reflect reality. Actual traffic volume on 183A is double the original projections, and traffic on the frontage road system is significant.

With more traffic than expected using the northern frontage roads, congestion has been a problem at some of the signalized intersections. In response, the Mobility Authority has decided to expedite the extension of the 183A toll road north to RM 2243. The extension will also allow the Mobility Authority to reconsider the tolling plan for 183A, possibly reducing the toll rate at the Park Street Main Plaza. The result would be lower toll rates for drivers who make shorter trips on the toll road.

The Mobility Authority is in the process of procuring firms to complete the final design work for the 183A extension. If all goes well, the extension could be under construction by 2010.







# The Evolution of Managed Lanes

The concept of charging tolls by time of day based on the volume of traffic was first proposed by William Vickery, a Nobel prize winning economist. Vickery believed that all things should be priced based on supply and demand, including transportation. In 1952, he suggested that fares on the New York subway system should be raised during peak hours and lowered in off-peak hours. He later made the same argument for highways claiming such pricing would reduce congestion, air pollution and energy use.

The idea of paying more at peak hours was viewed as a tax increase by many, and for decades, Vickery's ideas were dismissed. Today, Vickery is hailed as the father of congestion pricing, and his ideas have been successfully put into practice around the world. The concept was first tried in Singapore in 1975 to manage vehicle traffic in the downtown business center. That idea, now dubbed Cordon Pricing, has since been implemented in Stockholm, Sweden and London, England. A similar plan for New York City was rejected by the New York State legislature last



year. However, the idea of congestion pricing is taking hold in the United States. The New Jersey Turnpike introduced the concept in 2000. Still today, managed lanes are the primary place where the concept is utilized. The SR 91 project outside Los Angeles was the first, and there are now managed lanes with congestion pricing in San Diego, Minneapolis, Seattle, Salt Lake City, Denver, Miami, Houston and Dallas to name a few. Even the Capital Beltway in Washington D.C. is slated to implement managed lanes in the form of a private concession.





*“New ideas come into this world somewhat like falling meteors, with a flash and an explosion, and perhaps somebody’s castle roof perforated.”*

Henry David Thoreau

## Loop 1: A Cutting Edge Strategy for Improving Mobility

Loop 1 is among the most challenging roadway corridors in Central Texas. Hemmed in by residential and commercial development, this heavily congested corridor offers few options when it comes to improving mobility. Nearby residents are concerned about any expansion that might encroach on their property or increase roadway noise. Meanwhile, a Union Pacific rail line splits much of the corridor in half, limiting opportunities to widen the road. To date, the only alternative has been to explore the possibility of adding one additional lane into the shoulders in each direction. To provide maximum traffic flow in the new lanes and to generate money to help pay for their construction and operation, the lanes are proposed to be managed toll lanes.

As currently envisioned, the lanes would run from Lady Bird Lake in downtown Austin north to Parmer Lane. Due to the complexity of the project, the Mobility Authority is undertaking a thorough evaluation process to determine if managed lanes can work in the corridor. The Mobility Authority will be doing a traffic and revenue analysis to determine if the lanes are feasible. The agency will also be studying key design issues such as entry and exits points, lane widths, shoulder widths, lane separation issues and emergency vehicle access. Another major consideration is whether the lanes should be free to high occupancy vehicles, and if so, how the high occupancy vehicle requirement would be enforced.

The primary use of a managed lane on Loop 1 would be to use tolling as a means to manage traffic, not to generate revenue. With this in mind, the Mobility Authority has been exploring the possibility of seeking grant money from the federal government to help underwrite the cost of the project. The availability of gap funding may be one of the major factors that determine whether the Mobility Authority chooses to proceed with development of the Loop 1 managed lanes in the coming year.



Last Updated 3-26-09



“As consumers, we are accustomed to the concept of variable pricing. Movies cost more at night, airlines charge more for popular flights and the price of produce goes up when it’s in short supply or out of season. Yet, when it comes to highways, we’ve gotten used to driving wherever we want, whenever we want at a perceived cost of zero. After decades of unfettered access to our highways, congestion has become a serious problem. Managed lanes with variable pricing offer our best hope for providing guaranteed mobility in otherwise gridlocked corridors.”

**David Singleton**  
Board Member



*Union Pacific rail line and Loop 1*

*Mural at RM 1431 and 183A*





## Where Are We Going From Here?

If you think about it, our country has no real transportation strategy anymore. Years ago, President Dwight D. Eisenhower rallied the country around a plan to build a nationwide network of interstate highways. We essentially completed that system more than a decade ago, and since then, we haven't focused on the issue much. Today, we are living off the interstate system that our parents and grandparents paid for, a system that is increasingly congested and outdated. With no interstate program to fund new expressways, fast growing state's like Texas are struggling to balance the need for new highways with the cost to maintain the ones we've already built.

And that's just scratching the surface of the problem. There is a significant disconnect in most communities between road builders and transit agencies. At the Mobility Authority, we believe that it's time to change that. We believe it's time to chart a new vision for the future. It's a vision that requires a great degree of self reliance, using tolling as a mechanism to help support a comprehensive transportation system that includes mass transit.

The changes won't happen overnight. While we wish we could come up with all of the money necessary to fund all of the rail, buses and highways we need right now, patience will be required. The key is that we have a long term vision for a comprehensive transportation strategy. Here at the Mobility Authority that means working closely with all of our transportation partners to promote more sustainable policies that are conducive to the operation of multi-modal transportation systems.

*Mike Heiligenstein*



Mike Heiligenstein  
Executive Director

June 30, 2008 and 2007

# Financial Statements and Management Discussion and Analysis

with Independent Auditors' Report Thereon



This section of the Central Texas Regional Mobility Authority (the Authority) financial report presents our discussion and analysis of the Authority's financial performance during the fiscal year that ended June 30, 2008. Please read it in conjunction with the Authority financial statements, which immediately follow this section.

## FINANCIAL HIGHLIGHTS

- Bonds payable were issued in 2005 and have an outstanding balance of \$173.2 million as of June 30, 2008. The bonds are repayable over the next 37 years.
- During 2008, the Authority borrowed the entire balance of the TIFIA loan, totaling \$66 million. The loan is repayable over the next 34 years.
- Investments decreased by \$35.3 million.
- Property and equipment, including construction in progress, increased by \$6.6 million during the year ended June 30, 2008.
- Total operating expenses were approximately \$26.5 million and \$4.5 million in 2008 and 2007, respectively.
- Total construction in progress was approximately \$9.3 million, \$4.5 million and \$144.8 million as of June 30, 2008, 2007 and 2006, respectively. A significant portion of construction in progress for the 183A toll road was reclassified as property and equipment during 2007. Depreciation on the toll road and related capitalized expenses was approximately \$7.3 million.
- During 2007, Williamson County contributed approximately \$18.4 million of right-of-way property to the Authority in accordance with several agreements signed in 2005. In 2008, the Authority returned right-of-way property to Williamson County valued at approximately \$96,000.

## OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of two parts: management's discussion and analysis (this section) and the basic financial statements and the notes to the financial statements.

The financial statements provide both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The Authority's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred and depreciation of assets is recognized in the statements of revenues, expenses and changes in net assets. All assets and liabilities associated with the operation of the Authority are included in the statements of net assets.





## FINANCIAL ANALYSIS OF THE AUTHORITY

### Net Assets

The Authority's total net assets were approximately \$70.7 million, \$78.0 million and \$62.6 million as of June 30, 2008, 2007, and 2006, respectively (See Table A-1). In 2008, total assets decreased 5% to \$321.2 million, and total liabilities decreased less than 4% to \$250.5 million resulting in a decrease of 9% in total net assets. The decline of \$7,296 is the result of a 2008 operating deficit of \$10,965, which was offset by interest income of \$3,765.

**Table A-1**  
**Net Assets**  
*(in thousands of dollars)*

	<u>2008</u>		<u>2007</u>		<u>2006</u>
Current assets	\$ 5,436	\$	7,803	\$	7,284
Restricted assets	58,415		79,462		161,009
Capital assets	248,640		242,052		145,030
Bond issuance cost	8,694		9,570		11,002
Total assets	<u>\$ 321,185</u>	\$	<u>338,887</u>	\$	<u>324,325</u>
Total liabilities	<u>\$ 250,466</u>	\$	<u>260,872</u>	\$	<u>261,753</u>
Net assets:					
Invested in capital assets	\$ 5,712	\$	230	\$	237
Restricted for other purposes	59,571		69,982		55,051
Unrestricted	5,436		7,803		7,284
Total net assets	<u>\$ 70,719</u>	\$	<u>78,015</u>	\$	<u>62,572</u>



## Changes in Net Assets

Changes in net assets as of June 30, 2008 and 2007 were approximately (\$7.3) million and (\$3.0) million, respectively, a 9% decrease and 55% decrease from June 30, 2007 and 2006, respectively. The Authority's total revenues were \$19.3 million, an increase of 1187% from 2007, and total expenses were \$26.5 million, an increase of 491% over 2007. See Table A-2.

**Table A-2**  
**Changes in Net Assets**  
*(in thousands of dollars)*

	<u>2008</u>	<u>2007</u>	<u>2006</u>
<b>Revenues:</b>			
Toll revenue	\$15,484	\$ 976	\$ -
Grants and contributions	-	-	-
Other revenue	3,812	523	490
Total revenues	<u>19,296</u>	<u>1,499</u>	<u>490</u>
<b>Expenses:</b>			
Administration	24,650	3,738	2,039
Professional services	1,847	749	378
Total expenses	<u>26,497</u>	<u>4,487</u>	<u>2,417</u>
Contributed capital	(95)	18,431	-
Change in net assets	<u>(7,296)</u>	<u>(2,988)</u>	<u>(1,927)</u>
Total net assets, beginning of the year	<u>78,015</u>	<u>62,572</u>	<u>64,499</u>
Total net assets, end of the year	<u>\$70,719</u>	<u>\$78,015</u>	<u>\$62,572</u>

## CAPITAL ASSET AND DEBT ADMINISTRATION

### Capital Assets

As of June 30, 2008, and 2007, and 2006, the Authority had invested approximately \$9.3 million, \$4.5 million and \$144.8 million, respectively, in construction-in-progress, including engineering fees and preliminary costs such as funding, consulting, environmental, legal and traffic analysis fees. See Table A-3. The Authority expensed \$4.7 million in construction costs during the year ended June 30, 2008.

**Table A-3**  
**Capital Assets**  
*(net of depreciation, in thousands of dollars)*

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Property and equipment	\$ 9,374	\$ 7,686	\$ 359
Toll Road	238,045	230,573	-
Accumulated depreciation	(8,043)	(749)	(86)
Construction work in progress	<u>9,264</u>	<u>4,542</u>	<u>144,757</u>
Net capital assets	<u>\$ 248,640</u>	<u>\$242,052</u>	<u>\$145,030</u>

## Long-Term Debt

The Authority issued its Series 2005 Senior Lien Revenue Bonds and Series 2005 Subordinate Lien Revenue Bond Anticipation Notes (Series 2005 Subordinate Lien BANs) on March 2, 2005, collectively called the Series 2005 Obligations. The Series 2005 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2005 CIBs) and in part as Convertible Capital Appreciation Bonds (Series 2005 Convertible CABs).

The proceeds from the Series 2005 Obligations were used to: i) finance a portion of the costs of planning, designing, engineering, developing and constructing the interim phase of the 183A Turnpike Project, ii) pay a portion of the costs of studying, evaluating and designing additional turnpike projects within the Authority's jurisdiction, iii) pay capitalized interest with respect to the Series 2005 Obligations, iv) fund a debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds, v) provide working capital to the Authority, and vi) pay the issuance costs of the Series 2005 Obligations.

The U.S. Department of Transportation agreed to lend the Authority up to \$66 million (TIFIA Bond) to pay or reimburse a portion of the costs of the 2005 Project, including any refinancing of the Series 2005 Subordinate Lien BANs, under a secured loan agreement between the Authority and the U.S. Department of Transportation.

On January 1, 2008, the Authority borrowed the entire balance of the \$66 million TIFIA Bond to pay down the Series 2005 Subordinate Lien BANs. The maturity date of the TIFIA Bond is January 1, 2042. Interest on the TIFIA Bond accrues at an annual rate of 4.69% with interest payable each January 1 and July 1, commencing January 1, 2012.

As of June 30, 2008, the Authority had total bond debt outstanding of approximately \$241 million. See Table A-4.

Table A-4  
**Long-Term Debt**  
(in thousands of dollars)

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Series 2005 Obligations			
Subordinated Lien Revenue Bond			
Anticipation Notes	\$ -	\$ 66,746	\$ 68,189
Convertible Capital Appreciation Bonds	16,332	16,333	16,333
Current Interest Bonds	156,902	157,045	157,183
TIFIA Bond	67,548	-	-
Net bond debt outstanding	<u>\$240,782</u>	<u>\$240,124</u>	<u>\$241,705</u>

## CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Central Texas Regional Mobility Authority, 301 Congress Avenue, Suite 650, Austin, TX 78701.

# Independent Auditors' Report

## Members of the Central Texas Regional Mobility Authority:

We have audited the statements of net assets of the Central Texas Regional Mobility Authority (the Authority), as of June 30, 2008 and 2007, and the related statements of revenues, expenses and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of June 30, 2008 and 2007, and the results of its operations and its cash flow for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis on pages 29 through 32 are not a required part of the basic financial statements but are supplementary information required by the accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

**PMB HELIN DONOVAN, LLP**

*PMB Helin Donovan, LLP*

October 31, 2008



**Central Texas Regional Mobility Authority**  
**Statements of Net Assets**  
 June 30, 2008 and 2007

<b>Assets:</b>	<u>2008</u>	<u>2007</u>
<b>Current assets:</b>		
Cash and cash equivalents (note 2)	\$ 112,999	\$ 37,602
Investments (note 2)	4,569,889	7,413,354
Due from other agencies	695,406	283,799
Accrued interest receivable	3,335	42,813
Prepaid expenses and other assets	<u>54,869</u>	<u>25,702</u>
Total current assets	5,436,498	7,803,270
<b>Restricted assets:</b>		
Cash and cash equivalents (note 2)	12,055,662	602,918
Investments (note 2)	<u>46,358,867</u>	<u>78,859,165</u>
Total restricted assets	58,414,529	79,462,083
Property and equipment, net (note 3)	7,463,713	7,400,236
Toll road, net (note 3)	231,912,873	230,110,106
Construction work in progress (note 3)	9,263,800	4,541,619
Bond issuance costs, net	<u>8,693,850</u>	<u>9,569,525</u>
<b>Total assets</b>	<u>\$ 321,185,263</u>	<u>\$ 338,886,839</u>
<b>Liabilities:</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 2,189,215	\$ 4,709,234
Accrued interest payable	4,127,325	5,759,913
Accrued expenses	259,077	198,864
Current portion of bonds payable (note 4)	<u>-</u>	<u>66,746,181</u>
Total current liabilities	<u>6,575,617</u>	<u>77,414,192</u>
<b>Noncurrent liabilities:</b>		
TIFIA bond (note 4)	67,547,702	-
Bonds payable (note 4)	173,234,022	173,378,182
Accumulated accretion on capital appreciation bonds (note 4)	2,146,758	1,357,845
Retainage payable	<u>962,228</u>	<u>8,721,249</u>
<b>Total liabilities</b>	<u>250,466,327</u>	<u>260,871,468</u>
<b>Net assets:</b>		
Invested in capital assets, net of related debt	5,711,904	230,297
Restricted for other purposes	59,570,534	69,981,804
Unrestricted	<u>5,436,498</u>	<u>7,803,270</u>
<b>Total net assets</b>	<u>70,718,936</u>	<u>78,015,371</u>
<b>Total liabilities and net assets</b>	<u>\$ 321,185,263</u>	<u>\$ 338,886,839</u>

See accompanying notes to financial statements.



**Central Texas Regional Mobility Authority**  
**Statements of Revenues, Expenses and Changes in Net Assets**  
 For the years ended June 30, 2008 and 2007

	<u>2008</u>	<u>2007</u>
<b>Operating revenues</b>		
Tolls	\$ 15,484,213	\$ 976,175
Other	<u>47,197</u>	<u>58,542</u>
Total revenues	<u>15,531,410</u>	<u>1,034,717</u>
<b>Operating expenses</b>		
Salaries and wages	1,945,978	1,758,976
Other contractual services	2,486,198	705,240
Professional services	1,846,654	748,717
General and administrative	<u>20,217,914</u>	<u>1,274,209</u>
Total operating expenses	<u>26,496,744</u>	<u>4,487,142</u>
Total operating loss	(10,965,334)	(3,452,425)
<b>Nonoperating revenues</b>		
Interest income, net of interest capitalized, (note 2)	3,764,688	464,806
Contributed right of way	<u>(95,789)</u>	<u>18,430,635</u>
Change in net assets	<u>(7,296,435)</u>	<u>15,443,016</u>
Total net assets at beginning of the year	<u>78,015,371</u>	<u>62,572,355</u>
Total net assets at end of the year	<u>\$ 70,718,936</u>	<u>\$ 78,015,371</u>

See accompanying notes to financial statements.



**Central Texas Regional Mobility Authority**  
**Statements of Cash Flows**  
 For the years ended June 30, 2008 and 2007

	<u>2008</u>	<u>2007</u>
<b>Cash flows from operating activities:</b>		
Receipts from toll fees	\$ 15,072,606	\$ 692,376
Receipts from other fees	43,016	58,542
Receipts from interest income	559,805	552,806
Receipts from other sources	-	182,226
Payments to vendors	(16,056,691)	(1,190,708)
Payments to professionals	1,846,654	(748,717)
Payments to employees	<u>(1,907,447)</u>	<u>(1,563,263)</u>
Net cash flows used in operating activities	<u>(442,057)</u>	<u>(2,016,738)</u>
 <b>Cash flows from capital and related financing activities:</b>		
Acquisitions of property and equipment	(9,256,718)	(39,677)
Acquisitions of construction in progress	(14,116,847)	(79,202,979)
Payment of Series 2005 Subordinated Lien		
Revenue Bond Anticipation Notes	(66,000,000)	-
Proceeds from TIFIA Loan	<u>66,000,000</u>	<u>-</u>
Net cash flows used in capital and related financing activities	<u>(23,373,565)</u>	<u>(79,242,656)</u>
 <b>Cash flows from investing activities:</b>		
Purchase of investments	(88,170,632)	(68,284,849)
Proceeds from sale or maturity of investments	<u>123,514,395</u>	<u>142,262,982</u>
Net cash flows provided by investing activities	<u>35,343,763</u>	<u>73,978,133</u>
 Net increase (decrease) in cash and cash equivalents	11,528,141	(7,281,261)
Cash and cash equivalents at beginning of year	<u>640,520</u>	<u>7,921,781</u>
Cash and cash equivalents at end of year (including \$12,055,662 for 2008 and \$602,918 for 2007 reported in restricted assets)	<u>\$ 12,168,661</u>	<u>\$ 640,520</u>
 <b>Reconciliation of change in net assets to net cash provided by operating activities:</b>		
Change in net assets	\$ <u>(7,296,435)</u>	\$ <u>(2,987,619)</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	7,294,685	663,233
Return of right of way	95,789	-
Changes in assets and liabilities:		
Increase in prepaid expenses and other assets	(29,167)	(2,362)
Increase in non-cash revenue (due from other agencies)	(411,607)	(283,799)
Increase (decrease) in accounts payable	(155,535)	419,794
Increase in accrued expenses	<u>60,213</u>	<u>174,015</u>
Total adjustments	<u>6,854,378</u>	<u>970,881</u>
 Net cash flows provided by operating activities	<u>\$ (442,057)</u>	<u>\$ (2,016,738)</u>
 <b>Supplemental disclosure of non-cash transactions:</b>		
Reclassification of construction to property and equipment	\$ -	\$ 237,860,498
Contributed (return of) right-of-way	<u>\$ (95,789)</u>	<u>\$ 18,430,635</u>

See accompanying notes to financial statements.

**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**1. Organization and Summary of Significant Accounting Policies**

The financial statements of the Central Texas Regional Authority (the Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Authority applies Financial Accounting Standards Board pronouncements and Accounting Principles Board opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails, and all of the GASB pronouncements issued subsequently. The more significant of the Authority's accounting policies are described below:

**A. Reporting Entity** - The Central Texas Regional Mobility Authority (the Authority) was created by the State of Texas in 2002. The Authority is authorized to construct, maintain, repair and operate turnpike projects at locations authorized by the Legislature of the State of Texas and approved by the State Department of Transportation. The Authority receives its revenues from tolls, fees and rents from the operation of turnpike projects. The Authority may issue revenue bonds for the purpose of paying the costs of turnpike projects.

The Authority was formed through the joint efforts of Travis and Williamson counties (the Counties). Their efforts began in September 2002, following the enactment of provisions by the 77<sup>th</sup> Texas Legislature authorizing the formation of Regional Mobility Authorities (RMAs). The petition to form the Authority was filed by the Counties, and the Texas Transportation Commission granted approval for its formation in October 2002. The Counties appointed its initial board of directors in January 2003. Each county appointed three directors, and the Governor appointed the presiding officer. The members are appointed in belief that the composition of the board and the common interest in the region shared by all board members will result in adequate representation of all political subdivisions within the geographic area of the RMA and to serve without pay for terms of two years. The Authority has full control over all operations, but must comply with certain bond indentures and trust agreements. The Authority employs an Executive Director who manages the day-to-day operations.

In evaluating how to define the Authority, for financial reporting purposes, management has determined that there are no entities over which the Authority exercises significant influence. Significant influence or accountability is based primarily on operational or financial relationships with the Authority. Since the Authority does not exercise significant influence or accountability over other entities, it has no component units.

**B. Basis of Accounting** - The operations of the Authority are accounted for as an enterprise fund on an accrual basis in order to recognize the flow of economic resources. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statements of Net Assets.





**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**1. Organization and Summary of Significant Accounting Policies (continued)**

Operating expenses for the Authority include the costs of operating the turnpikes, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

- C. Cash, Cash Equivalents and Investments** - Cash and cash equivalents include cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. These deposits are fully collateralized or covered by federal deposit insurance.

Investments are reported at fair value. The net change in fair value of investments is recorded on the Statements of Revenues, Expenses and Changes in Net Assets and includes the unrealized and realized gains and losses on investments.

- D. Compensated Absences** - Vested or accumulated vacation leave is recorded as an expense and a liability as the benefits accrue to employees. There are no accumulating sick leave benefits that vest for which any liability must be recognized.

- E. Capital Assets** - Capital assets, which include property, equipment and infrastructure assets are reported at cost. Capital assets are defined as assets with initial, individual costs exceeding \$500 to \$20,000 depending on asset category. Depreciation is computed on the straight-line method over the following estimated useful lives:

- Roads and bridges, 40 years
- Improvements, 5-20 years
- Buildings, 20-30 years
- Equipment, 3-7 years
- Capitalized interest, life of project

A full month's depreciation is taken in the month an asset is placed in service. When property and equipment are disposed, depreciation is removed from the respective accounts, and the resulting gain or loss, if any, is recorded in operations.

Prior to the reclassification of the construction-in-progress related to the 183A toll road to property and equipment, the majority of capitalized costs for the year ended June 30, 2008 and 2007 relate to construction-in-progress. During fiscal years 2008 and 2007, computer and other types of equipment were obtained and depreciated using the straight-line method over periods ranging from 3 to 7 years.

In accordance with FASB Statement No. 62, *Capitalization of Interest Cost in Situations Involving Certain Tax-Exempt Borrowings and Certain Gifts and Grants*, the Authority capitalizes interest cost of restricted tax-exempt borrowings less any interest earned on temporary investment of the proceeds of those borrowings from the date of borrowing until the specified qualifying assets acquired with those borrowings are ready for their intended use.



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**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**1. Organization and Summary of Significant Accounting Policies (continued)**

In addition, the Authority recognizes revenues, expenses and changes in net assets relating to earnings from restricted grants.

- F. Grants and Contracts** - Revenues include charges paid by a related party related to a sublease contract agreement. Revenues on grants and contributions including right-of-way property that is restricted to meeting the operational or capital requirements of a particular program. The Authority considers all grant and contributions to be 100% collectible.
- G. Investments** - The Authority invests funds in accordance with its investment policy, bond indentures and the Texas Public Funds Investment Act. Investments are carried at fair value. Fair value is defined as the amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. The fair value is determined typically by quoted market prices.
- H. Restricted Assets** – Certain proceeds of the Authority’s bonds and grants, as well as certain other resources, are classified as restricted assets in the statement of net asset because they are maintained in separate investment accounts, and their use is limited by applicable bond covenants and grant agreements. The Authority’s policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.
- I. Income Taxes** - The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes. Bond obligations issued by state and local governments are tax-exempt only if the issuers pay rebate to the federal government of the earnings on the investment of the proceeds of a tax-exempt issue in excess of the yield on such obligations and any income earned on such excess.
- J. Bond Premiums, Discounts and Issuance Costs** - The Authority amortizes premiums and discounts over the estimated life of the bonds as an adjustment to capitalized interest. Bond issuance cost is amortized over a 7 year period. In the years ended June 30, 2008 and 2007, the Authority amortized \$1,432,315 and \$890,337 of issuance costs, respectively.
- K. Classification of Operating and Non-operating Revenue and Expenses** - The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9, which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.
- L. Estimates** - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of



**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
 For the years ended June 30, 2008 and 2007

**1. Organization and Summary of Significant Accounting Policies (continued)**

revenues and expenses during the reporting period. Actual results could differ from those estimates.

**2. Cash and Investments**

Deposit and investment resources are exposed to risks that have the potential to result in losses that could impact the delivery of the Authority's services. In March, 2003, the Governmental Accounting Standards Board (GASB) issued Statement No. 40, Deposit and Investment Risk Disclosures. Statement No. 40 updates the disclosure and reporting of custodial credit risk under GASB Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements) and Reverse Repurchase Agreements and also addresses other common risks, including credit risk, concentration of credit risk, interest rate risk and foreign currency risk. The provisions of Statement No. 40 require the additional disclosures presented in these notes but have no impact on the Authority's net assets.

The Authority's Board has adopted an Investment Policy to set forth the factors involved in the management of investment assets for the Authority. The Authority seeks to mitigate risk by investing in compliance with the investment policy, qualifying the broker or financial institution with whom the Authority will transact, maintain sufficient collateralization, portfolio diversification and limiting maturity.

As of June 30, 2008 and 2007, the Authority had the following investments:

<b>Summary of Investments by Type</b>	<b>2008</b>	<b>2007</b>
JP Morgan Chase & Co. Guaranteed Investment Contracts	\$ -	10,310,832
TexSTAR Investment Pool	48,421,115	71,494,603
Certificates of Deposit	1,500,000	-
U.S. Government Agency securities:		
Federal Home Loan Bank	-	4,467,084
Federal Home Loan Mortgage Corp.	1,007,641	-
<b>Total investments</b>	<b>\$ 50,928,756</b>	<b>86,272,519</b>
Unrestricted investments	\$ 4,569,889	7,413,354
Restricted investments	46,358,867	78,859,165
<b>Total investments</b>	<b>\$ 50,928,756</b>	<b>86,272,519</b>
Interest income	\$ 3,764,688	14,881,241
Less: interest income capitalized	-	(14,416,435)
<b>Total investment income</b>	<b>\$ 3,764,688</b>	<b>464,806</b>



**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**2. Cash and Investments (continued)**

***Custodial Credit Risk***

**Deposits**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover its deposits or will not be able to recover its collateral securities that are in the possession of an outside party. While the Board has no formal policy specific to custodial credit risk, operating bank accounts are fully collateralized with pledged securities.

At June 30, 2008, the carrying amount of the Authority's cash and cash equivalents was \$12,168,661. The bank balance was \$193,595 as of June 30, 2008. The remaining amount was maintained in money market accounts.

At June 30, 2007, the carrying amount of the Authority's cash and cash equivalents was \$640,520. The bank balance was \$64,840 as of June 30, 2007. The remaining amount was maintained in money market accounts.

There is no limit on the amount the Authority may deposit in any one institution. However, the Federal Deposit Insurance Corporation insures up to \$100,000 per institution, \$250,000 from October 3, 2008 through December 31, 2009. The Authority is fully collateralized with pledged securities for amounts in excess of the FDIC limit for the year ended June 30, 2008.

**Investments**

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. Investment securities are exposed to custodial risk if the securities are uninsured, are not registered in the name of the Authority, and are held by the counterparty, its trust or agent, but not in the Authority's name. The Authority's investment securities are not exposed to custodial credit risk because all securities are held by the Authority's custodial bank in the Authority's name.

***Concentration of Credit Risk***

Concentration of credit risk is the risk of loss attributed to the magnitude of the Authority's investment in a single issuer. The Authority is authorized to invest funds in accordance with its investment policy, bond indentures and the Texas Public Funds Investment Act. Authorized investments include, but are not limited to: U.S. Treasury and Federal Agency issues, certificates of deposit issued by a state or national bank domiciled in the State of Texas, repurchase agreements collateralized by U.S. Treasury or Federal Agency securities, guaranteed investment contracts (GICs), obligations of states and municipalities, SEC registered no-load money market mutual funds and local government investment funds. The Authority's investments are insured or registered and are held by the Authority or its agent in the Authority's name.



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**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**2. Cash and Investments (continued)**

With regards to investment composition, the Authority's investment policy currently states that local government investment pools may not exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100% of total investment portfolio. No other parameters for investment composition are stated in the approved investment policy.

As of June 30, 2008 and 2007, the following was the composition of the Authority's portfolio:

	<u>2008</u>	<u>2007</u>
JP Morgan Chase & Co. Guaranteed Investment Contracts	0.0%	11.9%
TexSTAR Investment Pool	95.1%	82.9%
United States Government Agency securities	2.0%	5.2%
Certificates of Deposit	2.9%	0.0%

***Interest Rate Risk***

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio.

The Authority's investment policy notes that with regard to maximum maturities, the Authority will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Authority will not directly invest operating or general funds in securities maturing more than sixteen months from the date of purchase, unless approved by the Authority's Board. Investment of bond proceeds shall not exceed the projected expenditure schedule of the related project. Reserve funds may be invested in securities exceeding twelve months if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

As of June 30, 2008 and 2007, all of the Authority's investments mature within one year. The weighted average maturity of the TexSTAR Investment Pool at June 30, 2008 and 2007 was 31 days and 18 days, respectively.



**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
 For the years ended June 30, 2008 and 2007

**2. Cash and Investments (continued)**

***Credit Risk***

Credit risk is the risk than an issuer or other counterparty to an investment will not fulfill its obligations to the Authority. To help mitigate credit risk, credit quality guidelines are incorporated into the investment policy, as follows:

- Limiting investments to the safest types of securities, as listed above under the 'Concentration of Credit Risk' section
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries and advisors with which the Authority will do business

The TexSTAR Investment Pool is rated AAA by Standard and Poor's and is fully collateralized and maintains a weighted average maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The amounts can be withdrawn with limited notice. The JP Morgan Chase and Co. guaranteed investment contracts were fully collateralized with highly rated investment securities. The United States government agency securities are obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government and are not considered to have credit risk.

**3. Capital Assets**

The following schedule summarizes the capital assets of the Authority as of June 30, 2008 and 2007:

Property and equipment as of June 30, 2008:

	2007	Additions	Reclass	2008
Property and equipment	\$ 7,686,099	1,688,141		\$ 9,374,240
Toll Road				
Building and Toll Facilities	6,897,618	164,714	-	7,062,332
Highways and Bridges	190,310,210	7,149,141	-	197,459,351
Toll Equipment	4,519,992	67,123	-	4,587,115
Signs	5,258,662	15,801	-	5,274,463
Land Improvements	819,435	138,250	-	957,685
Right-of-Way	22,767,076	33,548	(95,789)	22,704,835
Accumulated depreciation	(748,750)	(7,294,685)	-	(8,043,435)
Net property and equipment	\$ 237,510,342	1,962,033	(95,789)	\$ 239,376,586

**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
 For the years ended June 30, 2008 and 2007

**3. Capital Assets (continued)**

Property and equipment as of June 30, 2007:

	2006	Additions	Reclass	2007
Property and equipment	\$ 358,917	39,677	7,287,505	\$ 7,686,099
Toll Road				
Building and Toll Facilities	-	-	6,897,618	6,897,618
Highways and Bridges	-	-	190,310,210	190,310,210
Toll Equipment	-	-	4,519,992	4,519,992
Signs	-	-	5,258,662	5,258,662
Land Improvements	-	-	819,435	819,435
Right of Way	-	-	22,767,076	22,767,076
Accumulated depreciation	(85,517)	(663,233)	-	(748,750)
Net property and equipment	\$ 273,400	(623,556)	237,860,498	\$ 237,510,342

Construction in progress as of June 30, 2008:

	2007	Additions	Reclass	2008
Construction in progress				
Preliminary costs	\$ 4,379,846	4,566,060	-	\$ 8,945,906
Engineering	134,553	20,534	-	155,087
Construction	-	-	-	-
Collection system	27,220	135,587	-	162,807
Capitalized interest	-	-	-	-
Net construction in progress	\$ 4,541,619	4,722,181	-	\$ 9,263,800

Construction in progress as of June 30, 2007:

	2006	Additions	Reclass	2007
Construction in progress				
Preliminary costs	\$ 7,118,075	22,667,583	(25,405,812)	\$ 4,379,846
Engineering	18,460,886	4,663,116	(22,989,449)	134,553
Construction	110,894,089	57,948,517	(168,842,606)	-
Collection system	2,583,715	5,625,235	(8,181,730)	27,220
Capitalized interest	5,700,186	6,740,715	(12,440,901)	-
Net construction in progress	\$ 144,756,951	97,645,166	(237,860,498)	\$ 4,541,619

Depreciation expense for the years ended June 30, 2008 and 2007 was \$7,294,685 and \$663,233, respectively. No retirements of capital assets occurred during the years ended June 30, 2008 and 2007.

The Authority's construction of the 183A Turnpike Project was substantially completed in March 2007. The total budget for the construction of the 183A Turnpike Project is \$224.7 million, of which approximate \$222 million has been incurred. Prior to the capitalization of the construction costs to the toll road and other property and

**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
 For the years ended June 30, 2008 and 2007

**3. Capital Assets (continued)**

equipment, preliminary and engineering costs for the development of all construction projects totaled \$242.4 million as of June 30, 2007.

Prior to the capitalization of the construction costs to the toll road and other property and equipment, capitalized interest consists of the following as of June 30, 2007:

		<b>(Prior to capitalization)</b>	
		<b>2007</b>	
Interest accrued on bonds	\$	27,524,717	
Less: bond premium amortization		(3,701,455)	
Plus: bond issuance cost amortization		3,360,844	
Interest expense capitalized		27,184,106	
Less: cumulative interest earned on bond proceeds invested		(14,416,435)	
Less: investment bond discount		(326,770)	
	\$	<u>12,440,901</u>	

The Authority has entered into other preliminary and engineering costs for the development of other construction projects totaling \$9.3 million.

		<b>Construction in Progress</b>
290 East	\$	7,087,301
183/71		155,952
183A Extension		636,311
Other construction		1,384,236
	\$	<u>9,263,800</u>

**4. Bonds Payable**

The following schedule summarizes the bonds payable as of June 30, 2008 and 2007:

Bonds Payable as of June 30, 2008:

		<u>2007</u>	<u>Additions</u>	<u>Payments</u>		<u>2008</u>
Series 2005 Obligations	\$	233,967,611	-	(66,000,000)	\$	167,967,611
TIFIA Bond		-	66,000,000	-		66,000,000
Total	\$	<u>233,967,611</u>	<u>66,000,000</u>	<u>(66,000,000)</u>	\$	<u>233,967,611</u>

Bonds Payable as of June 30, 2007:

		<u>2006</u>	<u>Additions</u>	<u>Payments</u>		<u>2007</u>
Series 2005 Obligations	\$	233,967,611	-	-	\$	233,967,611
Total	\$	<u>233,967,611</u>	<u>-</u>	<u>-</u>	\$	<u>233,967,611</u>





**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**

For the years ended June 30, 2008 and 2007

**4. Bonds Payable (continued)**

***Series 2005 Obligations***

The Authority issued its Series 2005 Senior Lien Revenue Bonds and Series 2005 Subordinate Lien Revenue Bond Anticipation Notes (Series 2005 Subordinate Lien BANs) on March 2, 2005, collectively called the Series 2005 Obligations. The Series 2005 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2005 CIBs) and in part as Convertible Capital Appreciation Bonds (Series 2005 Convertible CABs).

The proceeds from the Series 2005 Obligations were used to: i) finance a portion of the costs of planning, designing, engineering, developing and constructing the interim phase of the 183A Turnpike Project, ii) pay a portion of the costs of studying, evaluating and designing additional turnpike projects within the Authority's jurisdiction, iii) pay capitalized interest with respect to the Series 2005 Obligations, iv) fund a debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds, v) provide working capital to the Authority, and vi) pay the issuance costs of the Series 2005 Obligations.

The Series 2005 Subordinate Lien BANs are scheduled to mature on the date and in the principal amount shown below. Interest on the Series 2005 Subordinate Lien BANs is calculated on the basis of a 360-day year of twelve 30-day months at the interest rates shown below. Interest on the 2005 Subordinate Lien BANs is payable on each July 1 and January 1, commencing July 1, 2005.

The Series 2005 CIBs are scheduled to mature on the dates and in the principal amounts shown below. Interest on the Series 2005 CIBs is calculated on the basis of a 360-day year of twelve 30-day months at the interest rates shown below. Interest on the 2005 CIBs is payable on each July 1 and January 1, commencing July 1, 2005.

The Series 2005 Convertible CABs are scheduled to mature on the dates shown below at an aggregated maturity amount of \$24,010,000.

The principal amounts shown below for the Series 2005 Convertible CABs represent the total amount of outstanding principal plus the accreted and compounded interest as of June 30, 2008.

Interest on the Series 2005 Convertible CABs will accrete from the date of initial delivery until January 1, 2014 at the interest rates noted below and will compound on each July 1 and January 1, commencing July 1, 2005 and on January 1, 2014. From and after January 1, 2014, interest on the maturity amount of the Series 2005 Convertible CABs will accrue at the interest rates noted below and will be payable each July 1 and January 1.

Under the bond indenture relating to the Series 2005 Obligations, the debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds requires an amount equal to the least of i) the maximum annual debt service of all outstanding Senior Lien Obligations, ii) 1.25 times the average annual debt services of all outstanding Senior Lien Obligations, or iii) ten percent of the aggregate amount of the outstanding Senior Lien Obligations, as determined on the date each series of senior lien obligations is issued. However, no debt



service reserve requirement has been established with respect to the Series 2005 Subordinate Lien BANs.

**Central Texas Regional Mobility Authority**

**Notes to Financial Statements**

For the years ended June 30, 2008 and 2007

Description	Maturity January 1	Interest Rate	Outstanding Principal	Unamortized Premium (Discount)	Total
<b>Series 2005 Senior Lien Revenue Bonds</b>					
Convertible Capital Appreciation Bonds	2015	4.20%	\$ 1,593,394	-	\$ 1,593,394
Convertible Capital Appreciation Bonds	2016	4.25%	3,124,749	-	3,124,749
Convertible Capital Appreciation Bonds	2017	4.35%	2,738,819	-	2,738,819
Convertible Capital Appreciation Bonds	2018	4.45%	2,423,743	-	2,423,743
Convertible Capital Appreciation Bonds	2019	4.50%	2,177,004	-	2,177,004
Convertible Capital Appreciation Bonds	2020	4.55%	1,969,370	-	1,969,370
Convertible Capital Appreciation Bonds	2021	4.60%	2,305,532	-	2,305,532
Total Convertible Capital Appreciation Bonds			16,332,611	-	16,332,611
Current Interest Serial Bonds	2012	5.00%	1,495,000	82,497	1,577,497
Current Interest Serial Bonds	2013	5.00%	2,720,000	171,140	2,891,140
Current Interest Serial Bonds	2014	3.50%	3,100,000	(12,395)	3,087,605
Current Interest Serial Bonds	2022	5.00%	3,260,000	206,333	3,466,333
Current Interest Serial Bonds	2023	5.00%	3,115,000	190,830	3,305,830
Current Interest Serial Bonds	2024	5.00%	2,995,000	174,770	3,169,770
Current Interest Term Bonds	2025	4.50%	2,950,000	(19,140)	2,930,860
Current Interest Term Bonds	2026	4.50%	4,235,000	(27,726)	4,207,274
Current Interest Term Bonds	2027	4.50%	4,280,000	(28,248)	4,251,752
Current Interest Term Bonds	2028	4.50%	3,815,000	(25,362)	3,789,638
Current Interest Term Bonds	2029	4.50%	3,870,000	(25,897)	3,844,103
Current Interest Term Bonds	2030	5.00%	3,930,000	172,224	4,102,224
Current Interest Term Bonds	2031	5.00%	5,200,000	229,123	5,429,123
Current Interest Term Bonds	2032	5.00%	5,250,000	232,477	5,482,477
Current Interest Term Bonds	2033	5.00%	5,315,000	236,427	5,551,427
Current Interest Term Bonds	2034	5.00%	5,395,000	240,985	5,635,985
Current Interest Term Bonds	2035	5.00%	5,490,000	246,167	5,736,167
Current Interest Term Bonds	2036	5.00%	7,170,000	267,625	7,437,625
Current Interest Term Bonds	2037	5.00%	7,320,000	274,108	7,594,108
Current Interest Term Bonds	2038	5.00%	7,485,000	281,125	7,766,125
Current Interest Term Bonds	2039	5.00%	7,670,000	288,870	7,958,870
Current Interest Term Bonds	2040	5.00%	7,875,000	297,353	8,172,353
Current Interest Term Bonds	2041	5.00%	9,000,000	340,643	9,340,643
Current Interest Term Bonds	2042	5.00%	9,245,000	350,693	9,595,693
Current Interest Term Bonds	2043	5.00%	9,520,000	361,871	9,881,871
Current Interest Term Bonds	2044	5.00%	9,810,000	373,613	10,183,613
Current Interest Term Bonds	2045	5.00%	10,125,000	386,305	10,511,305
Total Current Interest Bonds			151,635,000	5,266,411	156,901,411
Total Series 2005 Senior Lien Revenue Bonds			167,967,611	5,266,411	173,234,022
<b>Total Series 2005 Obligations</b>			<b>\$ 167,967,611</b>	<b>\$ 5,266,411</b>	<b>\$ 173,234,022</b>

**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
 For the years ended June 30, 2008 and 2007

**4. Bonds Payable (continued)**

The amount of accumulated accreted interest on the Series 2005 Convertible CABs as of June 30, 2008 is set forth in the following table. The accumulated accreted interest is added to the outstanding principal on July 1 and January 1 of each year beginning July 1, 2005.

Description	Maturity January 1	Interest Rate	Outstanding Principal	Accumulated Accretion	Total
Convertible Capital Appreciation Bonds	2015	4.20%	\$ 1,593,394	\$ 198,941	\$ 1,792,335
Convertible Capital Appreciation Bonds	2016	4.25%	3,124,749	395,007	3,519,756
Convertible Capital Appreciation Bonds	2017	4.35%	2,738,819	354,787	3,093,606
Convertible Capital Appreciation Bonds	2018	4.45%	2,423,743	321,564	2,745,307
Convertible Capital Appreciation Bonds	2019	4.50%	2,177,004	292,250	2,469,254
Convertible Capital Appreciation Bonds	2020	4.55%	1,969,370	267,462	2,236,832
Convertible Capital Appreciation Bonds	2021	4.60%	2,305,532	316,747	2,622,279
Total Convertible Capital Appreciation Bonds			\$ 16,332,611	\$ 2,146,758	\$ 18,479,369

**TIFIA Bond**

The U.S. Department of Transportation has agreed to lend the Authority up to \$66 million to pay or reimburse a portion of the costs of the 2005 Project, including any refinancing of the Series 2005 Subordinate Lien BANS, under a secured loan agreement between the Authority and the U.S. Department of Transportation. On March 2, 2005, the Authority issued its 2005 TIFIA Bond to evidence its obligation to repay any borrowing under such secured loan agreement.

On January 1, 2008, the Authority borrowed the entire balance of \$66 million to pay down the Series 2005 Subordinate Lien BANS. The maturity date of the TIFIA bond is January 1, 2042. Interest on the TIFIA bond accrues at an annual rate of 4.69% with interest payable each January 1 and July 1, commencing January 1, 2012. As of June 30, 2008, the Authority had a total of \$1,547,700 of interest accrued on the \$66,000,000 balance for a total of \$67,547,700.



**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
 For the years ended June 30, 2008 and 2007

**4. Bonds Payable (continued)**

***Series 2005 Obligations and TIFIA Bond Obligations***

Future payments of principal and interest on the Series 2005 Obligations and TIFIA Bond Obligations (based on the scheduled payments) as of June 30, 2008 are as follows:

Fiscal Year Ended June 30	Principal	Interest	Total Amount
2009	\$ -	7,439,500	\$ 7,439,500
2010	-	7,439,500	7,439,500
2011	-	7,439,500	7,439,500
2012	100,000	10,754,843	10,854,843
2013	150,000	13,720,746	13,870,746
2014 and thereafter	245,344,172	240,894,984	486,239,156
Total obligations	\$ 245,594,172	\$ 287,689,073	\$ 533,282,245

Below is a reconciliation of the principal payments to the balance sheet as of June 30, 2008:

	<b>Principal</b>
Total obligations	\$ 245,594,172
Less: Capitalized TIFIA bond interest	(10,078,859)
Add: Unamortized Premium / Discount	5,266,411
Total Series 2005 Obligations and TIFIA bond	\$ 240,781,724

**5. Rebtable Arbitrage**

Current federal income tax law and the bond indentures require that certain arbitrage profits earned on nonpurpose investments attributable to outstanding tax-exempt bonds must be rebated to the U.S. Treasury. The Authority had accrued no rebatable arbitrage as of June 30, 2008.

**6. Risk Management**

In conjunction with its normal operations, the Authority is exposed to various risks related to the damage or destruction of its assets from both natural and man-made occurrences, tort/liability claims, errors and omissions claims and professional liability claims. As a result of these exposures, the Authority carries insurance with private insurers under an "all risks" policy. All categories of insurance coverage in place were either maintained at current levels or increased as to overall limits of coverage and reduction of self-retained risk so as to reduce the overall exposure of risk to the Authority. There were no settlements in excess of insurance coverage in 2008 and 2007.



**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**6. Risk Management (continued)**

The Authority's primary construction project, the 183A Turnpike Project, is insured by the contractor and the Authority until the project's final acceptance.

**7. Employee Retirement Plan**

**Plan Description** - The Authority participates in the Texas County and District Retirement System (the System). The System is a non-profit public trust providing pension, disability and death benefits for the eligible employees of participating counties and districts. The System was established by legislative act in 1967 under authority of Article XVI of the Texas Constitution. The TCDRS Act (Subtitle F, Title 8, Texas Government Code) is the basis for the System administration. The System issues a publicly available annual financial report that includes financial statements and required supplementary information for the Plan. That annual report may be downloaded at [www.tcdrs.com](http://www.tcdrs.com).

**Funding Policy** - Plan members and the Authority are required to contribute at a rate set by statute. The contribution requirements of Plan members and the Authority are established and may be amended. During 2008 and 2007, the contribution rate for the Plan members was 7.0% of gross pay. The Authority pays a matching portion to the defined contribution pension plan totaling 12.59% and 12.62% of gross pay for 2008 and 2007, respectively, which totaled \$158,647 and \$140,465 for 2008 and 2007, respectively.

**8. Disaggregation of Receivable and Payable Balances**

Receivables are comprised of current intergovernmental receivables, representing 100% of the balance at June 30, 2008 and 2007. Payable balances are comprised of 100% current payables to contractors and vendors at June 30, 2008 and 2007.

**9. Related Party**

The Chief Financial Officer of the Authority is the President of The Texas Short Term Asset Reserve Fund (TexSTAR). TexSTAR is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. The Authority has investments of \$48,421,115 and \$71,494,603 in TexSTAR as of June 30, 2008 and 2007, respectively.

The Authority is subletting its office space to the major vendor in charge of electronic toll collection services. See footnote 10 for details of the sublease agreement.



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**Central Texas Regional Mobility Authority**  
**Notes to Financial Statements**  
For the years ended June 30, 2008 and 2007

**10. Commitments and Contingent Liabilities**

The Authority's construction of the 183A Turnpike Project was substantially completed in March 2007. The total budget for the construction of the 183A Turnpike Project is \$224.7 million, of which approximately \$222 million has been incurred.

On July 15, 2005, the Authority entered into a 7-year lease agreement for office space at 301 Congress Avenue, Austin, Texas. The aggregate future minimum lease payments are as follows:

2009	\$138,254
2010	140,093
2011	149,288
2012	124,407
	<hr/>
	\$552,042

Coinciding with the office space lease noted above, the Authority entered into a 7-year sublease agreement with a related party for a portion of the 301 Congress Avenue space. On March 1, 2008, the related party cancelled the sublease. The total of minimum rentals received during the year ended June 30, 2008 was \$41,063.

The Authority's total rental expense for fiscal years 2008 and 2007 amounted to \$178,260 and \$182,683, respectively.

**11. Due from Other Agencies**

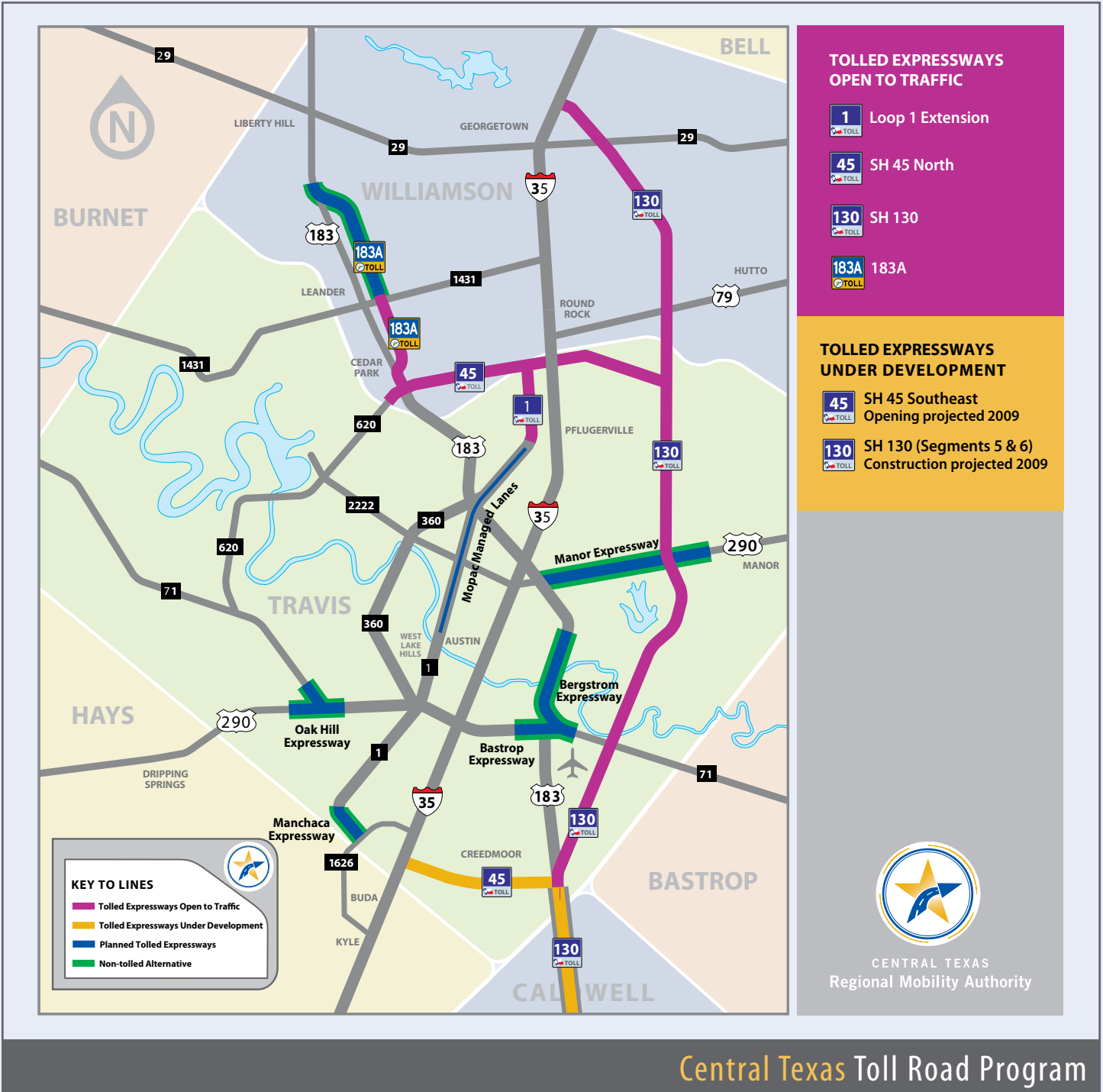
Due from other agencies is comprised of amounts due from other Texas tolling authorities related to toll tag transactions on the Authority's toll road. The Authority does not issue toll tags; however, the Authority has contracted with the Texas Department of Transportation (TxDOT) to handle customer service and operations related to the toll tag transactions. As of June 30, 2008 and 2007, the receivable from the TxDOT authority comprises approximately 92% of the total balance due from other agencies, \$638,852 and \$260,490, respectively. As of June 30, 2008 and 2007, the remaining balance is from toll tags owned by other Texas authorities, \$56,554 and \$23,309, respectively.

**12. Contributions from Williamson County**

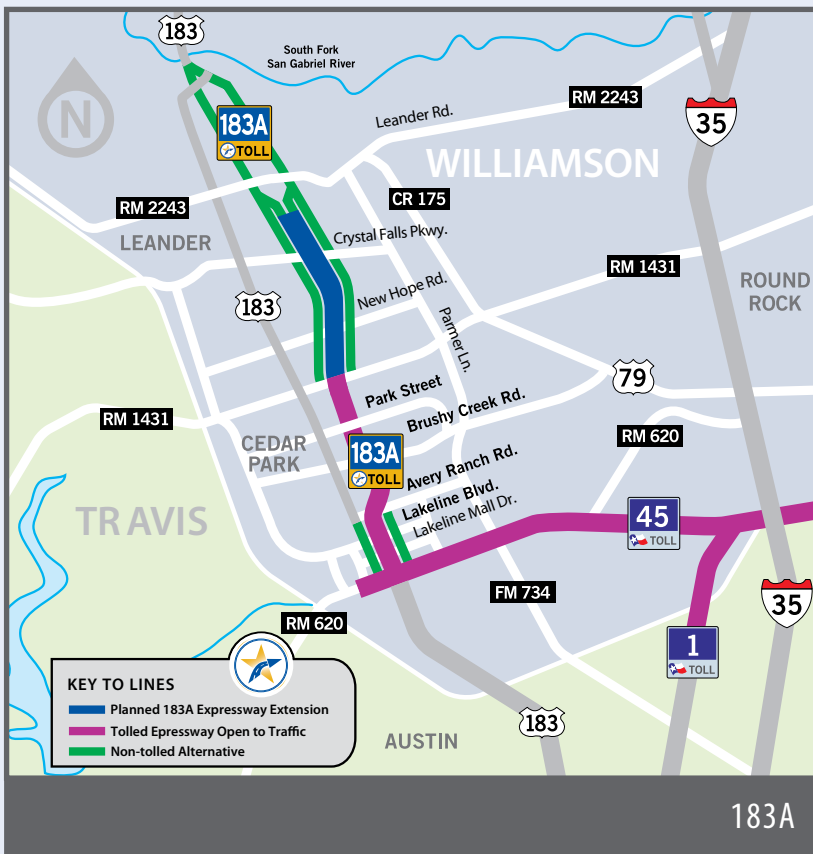
During 2005, Williamson County signed several agreements with the Authority to transfer right-of-way Property. During the year ended June 30, 2007, Williamson County contributed approximately \$18.4 million of property to the Authority. During the year ended June 30, 2008, the Authority returned 2.568 acres to Williamson County estimated at a value of approximately \$96,000.



In partnership with TxDOT, the Mobility Authority is helping to build a network of high speed expressways linking the key economic centers of Central Texas together. The regional toll road program includes four roads which are already open including SH 130, SH 45 north, Loop 1 and the Mobility Authority's 183A. In Fiscal year 2009, TxDOT is expected to open the SH 45 southeast project, and the SH 130 Concession Company is expected to begin construction on an extension of SH 130 south to I-10 in Seguin. Other projects on the horizon include a northern extension of 183A and the US 290 East Manor Expressway project, both expected to break ground in 2010. In addition the Mobility Authority is working on the US 183 (Bergstrom Expressway), SH 71 (Bastrop Expressway), SH 45 Southwest (Manchaca Expressway), US 290 West/SH 71 West (Oak Hill Expressway) and is studying a managed lane project on Loop 1.



The Manor Expressway is a 6.2 mile toll road that will be constructed in an expanded median of US 290 between US 183 and Parmer Lane in northeast Austin. The Manor Expressway is projected to cost \$623 million and should be completed by 2013. The project will include non-tolled frontage roads.



The 183A northern extension extends 4.5 miles from RM 1431 to RM 2243 in the city of Leander. The project is projected to cost \$101 million and should be completed by 2011. The extension will be built in the median between the existing non-tolled frontage roads.





Last Updated 3-26-09



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Regional Mobility Authority

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### Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.**

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.


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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

3 ✓

**Voting Session:** MARCH 31, 2009

I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: APPROVE PROCLAMATION RECOGNIZING MARCH 29 THROUGH APRIL 4, 2009 AS "WILDFIRE AWARENESS WEEK" IN TRAVIS COUNTY.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).  
B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

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

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  
\_\_\_\_ Grant

Human Resources Department (854-9165)  
\_\_\_\_ Change in your department's personnel (reorganization, restructuring 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: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

WHEREAS, Travis County is a diverse and dynamic place to live, work and recreate, with equally diverse ecological environments, the vast appeal of this location has led to extensive growth and development. The result is an ever increasing urban and wild land interface; and

WHEREAS, this provides ideal conditions for severe wildfire risk because of the habitat and prevalent species of plant growth typical for this region; and

**WHEREAS, in 2008 there were 250 homes lost due to wildfires and 1.6 million acres burnt in Texas; and**

**WHEREAS, as of March 1, 2009 there have already been 54 homes lost and over 490 wildfires that have burnt 57,009 acres in Texas; and**

WHEREAS, by applying contemporary fire wise concepts, basic modifications, as needed, to landscapes and structures, entire communities can drastically reduce the risk of loss from wildfire; and

WHEREAS, Public Safety personnel work cooperatively with neighbors and raise the awareness of the wild fire hazard and offer simple solutions to mitigate this widespread risk; and

WHEREAS, the week of March 29, through April 4, 2009 is dedicated to this purpose as Wildfire Awareness Week.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY RECOGNIZE THE WEEK OF MARCH 29, THROUGH APRIL 4, 2009 AS:

**“WILDFIRE AWARENESS WEEK”**

IN TRAVIS COUNTY, and commend the Austin Fire Department and all Travis County Emergency Services Districts, the Texas Forest Service, the Travis County Fire Marshal’s Office and Travis County Extension Service, the United States Fish and Wildlife Service, The Nature Conservancy of Texas, members of the Fire Citizens Advisory Panel, Austin Water Utility Wildland Conservation Division, City of Austin Parks and Recreation, and The Austin Nature and Science Center for their cooperative spirit and invaluable collaborative efforts to protect their fellow citizens.

Signed and entered this 31<sup>st</sup> day of March, 2009.

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SAMUEL T. BISCOE  
Travis County Judge

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RON DAVIS  
Commissioner, Pct. 1

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SARAH ECKHARDT  
Commissioner, Pct. 2

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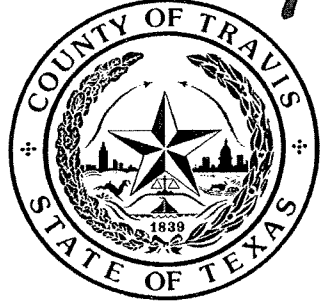
KAREN HUBER  
Commissioner, Pct. 3

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MARGARET GOMEZ  
Commissioner, Pct. 4

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

4 ✓



**VOTING SESSION:** March 31, 2009

I. Request made by: Roger Jefferies, Executive Manager, J&PS  
Requested topic: APPROVE RESOLUTION DEDICATING THE TRAVIS STATE JAIL VISITATION CENTER TO THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE.

Approved by: \_\_\_\_\_  
(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:  
Alicia Perez, Executive Manager, Administrative Support  
Roger El-Khourey, Facilities Management  
Jim Barr, Facilities Management  
Kimberly Pierce, Criminal Justice Planning

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
- Grant

**Human Resources Department (854-9165)**

- Change in your department's personnel (reorganization, restructuring, etc.)

**Purchasing Office (854-9700)**

- Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

- Contract, Agreement, Policy & Procedure

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COUNTY JUDGE'S OFFICE  
09 MAR 24 PM 4:27

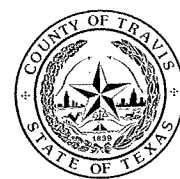
**AGENDA REQUEST DEADLINE:**

All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting

# CRIMINAL JUSTICE PLANNING DEPARTMENT


Last Updated 3-26-09


P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Roger Jefferies, Executive Manager, Justice and Public Safety 

**From:** Kimberly Pierce, Manager, Criminal Justice Planning 

**Date:** March 23, 2009

**Subject:** Resolution Dedicating the Travis State Jail Visitation Center to the Texas Department of Criminal Justice

Please see attached Resolution scheduled for the Commissioners Court Voting Session on March 31, 2009 dedicating the Travis State Jail Visitation Center to the Texas Department of Criminal Justice.

The Dedication Ceremony is scheduled for Friday, April 3, 2009 at 3:00 P.M. at the Travis State Jail located at 8101 FM 969, Austin, Texas; a quorum of the Commissioners Court may be in attendance.

**BUDGET AMENDMENTS AND TRANSFERS****FY 2009****3/31/2009****AMENDMENTS**

<b>BA#</b>	<b>Project Code</b>	<b>FUND</b>	<b>DEPT/DIV</b>	<b>ACT</b>	<b>ELM/ OBI</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
A1		050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 3,608	1
		050	9006	553	3001	JP Pct. 5	Office Equip, Furn, & Supp	\$ 2,608		
		050	9006	553	3013	JP Pct. 5	Educ, Comm, Eq & Supp	\$ 1,000		

**TRANSFERS**

<b>BA#</b>	<b>Project Code</b>	<b>FUND</b>	<b>DEPT/DIV</b>	<b>ACT</b>	<b>ELM/ OBI</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
T1		001	3001	553	0701	JP Pct. 5	Reg Salaries - Permnt Empl		\$ 11,308	1
		001	3001	553	1301	JP Pct. 5	Reg Salary-Visiting Judge	\$ 11,308		
T2		001	4952	621	5001	TNR	Maintenance Agreements		\$ 3,715	4
		001	4952	621	0701	TNR	Reg Salaries - Permnt Empl	\$ 3,103		
		001	4952	621	2002	TNR	FICA Tax - OASDI	\$ 193		
		001	4952	621	2005	TNR	Retirement Contribution	\$ 333		
		001	4952	621	2006	TNR	Worker's Compensation	\$ 41		
		001	4952	621	2007	TNR	FICA Tax - Medicare	\$ 45		



## PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

---

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

### MEMORANDUM

**TO:** Members of Commissioners Court

**FROM:** Diana A. Ramirez, Sr. Budget Analyst *D. Ramirez*

**DATE:** March 25, 2009

**RE:** Justice of the Peace, Pct. 5 Request to Internally Fund Additional Visiting Judge Hours and Purchase Notebook Computer from Justice Court Technology Fund in Support of the Field Release Program

The Field Release Program was implemented by the Austin Police Department (APD) at the end of February resulting in a large increase in case volume almost immediately. In FY 08 (before the APD implementation), Justice of the Peace, Pct. 5 (JP5) magistrated 140 field release defendants with citations issued by the Sheriff's Office, Texas Department of Public Safety, Constables, Pct. 1, 2, 3, Lower Colorado River Authority, Lago Vista Police Department, and the University of Texas Police Department. To date in FY 09, JP5 has magistrated 325 field release citation cases. Of those, 228 are citations issued by APD in the past 4½ weeks.

JP5 has found internal resources (temporary salary savings) to fund a Visiting Judge for 2 half-days per week through the end of the fiscal year to handle the magistration of these defendants. This will allow Judge Evans to continue working his regular caseload. The Justice Court Technology Fund (Fund 050) has sufficient resources to fund the purchase of a notebook computer to be used by the Visiting Judge for the review of probable cause affidavits and the magistration of the defendants. Fund 050 has an Allocated Reserve balance of \$556,515. PBO recommends approval of these budget adjustments.

The impact of APD's implementation of the Field Release Program will continue to be monitored by the affected departments (JP5, Sheriff's Office, and Pre-Trial Services), Criminal Justice Planning, and PBO. PBO anticipates that the affected departments will update the Commissioners Court on the program during the FY 10 budget process.

cc: The Honorable Herb Evans, Justice of the Peace, Pct. 5  
Heather Kellum, JP5  
The Honorable Greg Hamilton, Sheriff  
Major Darren Long, Karen Maxwell, TCSO  
Irma Guerrero, Pretrial Services  
Roger Jefferies, Executive Manager, Criminal Justice Planning  
Rodney Rhoades, Leroy Nellis, Bill Derryberry, Jessica Rio, PBO



Budget Adjustment: 15426

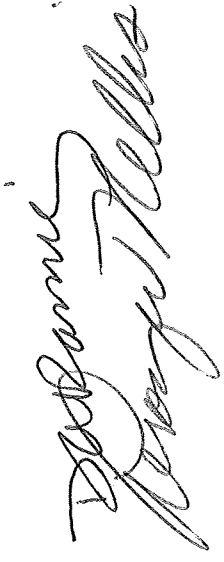
Fyr \_ Budget Type: 2009-Reg  
 PBO Category: Amendment  
 Just: Negbal

Author: 30 - ALEMAN, GLORIA  
 Court Date: Tuesday, Mar 31 2009  
 Purchase Personal Computer and Multi-Line phone for Visiting Judge for Field Release Citations

Created: 3/25/2009 4:15:51 PM  
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			3,608
To Account				3,608
050-9006-553-3001	OFFICE EQUIP, FURN, & SUPP	Project		Amount
050-9006-553-3013	EDUC, COMMUNCATN, EQ & SUPP			2,608
				1,000
				3,608

Approvals	Dept	Approved By	Date Approved
Originator	30	GLORIA ALEMAN	3/25/2009 04:16:22 PM
DepOffice	30	GLORIA ALEMAN	3/25/2009 04:16:27 PM
DepOfficeTo	12	NICHOLAS MACIK	3/26/2009 09:43:53 AM

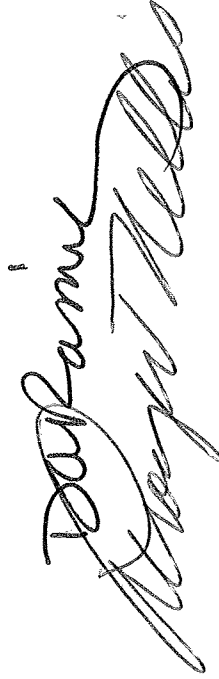


Budget Adjustment: 15425

Fyr\_ Budget Type: 2009-Reg Author: 30 - ALEMAN, GLORIA Created: 3/25/2009 3:27:52 PM  
 PBO Category: Transfer Court Date: Tuesday, Mar 31 2009 Dept: JUSTICE OF PEACE 5  
 Just: Negbal Transfer \$11,308 from temporary salary savings to Visiting Judge Time for projected expenditures through

From Account	Acct Desc	Project	Proj Desc	Amount
001-3001-553-0701	REG SALARIES-PERMNT EMPL			11,308
To Account		Project		11,308
001-3001-553-1301	REG SALARY-VISITING JUDGE			Amount
				11,308
				11,308

Approvals Dept Approved By Date Approved  
 Originator 30 GLORIA ALEMAN 3/25/2009 03:28:54 PM  
 DepOffice 30 GLORIA ALEMAN 3/25/2009 03:29:04 PM






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

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Jessica Rio, Assistant Budget Director 

**DATE:** March 24, 2009

**SUBJECT:** TNR Budget Adjustment – Mechanic

During the FY 09 budget process, the Commissioners Court approved an Auto Mechanic at entry in TNR. The department has requested to internally transfer funds to hire this position above entry since it was unable to find an adequate candidate at the budgeted entry level salary of \$27,573. This internally funded request is only for the salary and benefits portion above the already approved salary. PBO concurs with this request.

cc: Sydnia Crosbie (TNR)  
Joe Gieselman (TNR)  
Sheryl Holder (TNR)  
Cynthia McDonald (TNR)  
Leroy Nellis (PBO)  
Rodney Rhoades (PBO)

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



RECEIVED

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

09 MAR 23 AM 11:10

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

March 18, 2009

MEMORANDUM

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office  
THROUGH: *Carol B. Gieselman*  
Joseph P. Gieselman, Executive Manager, TNR  
FROM: Mike Joyce, Fleet Services Division Manager  
SUBJECT: Approval of Budget transfer for Automotive Mechanic Position

**Proposed Motion:**

Consider and take appropriate action on budget transfer for Automotive Mechanic position in the amount of \$7,425.50.

**Summary and Staff Recommendation:**

In the approved Travis County FY09 budget, Transportation and Natural Resources' (TNR) Fleet Services was approved for a new Automotive Mechanic position. The new position was budgeted as an entry level position, Grade 12, at a starting salary of \$27,573.10.

TNR conducted interviews in February and identified a candidate for hiring. This candidate brings with him a Master Automotive Service Excellence (ASE) certification and experience with hybrids and the computer systems of newer vehicles. This would greatly enhance the service capabilities of TNR Fleet Services as more of the vehicle purchases for Travis County will require mechanics with this expertise.

After reviewing the candidate's qualifications, TNR Human Resources determined that the candidate should be hired at a midpoint level salary of \$33,777.95. In fact, all the candidates interviewed would matrix well above the entry level salary for this position. Given the current market, a candidate with the experience needed could not be hired at entry. To provide this increase, TNR is requesting a line item transfer of \$7,425.50 from its Car Wash Maintenance Agreements line item to the Regular Salaries and benefits line items.

The proposed transfer will come from a line item with identified cost savings. The transfer of funds from this line item will not reduce the ability to provide services since there has been a consolidation of automotive wash facilities. Previously, Fleet Services maintained two car wash facilities on the west side of the county, one at Satellite Three and the other at Westside Service

Center. These two facilities have been consolidated to one facility at the Westside Service Center creating a cost savings within this line item.

TNR recommends that the Commissioners Court approve a line item transfer of \$7,425.50.

**Budgetary and Fiscal Impact:**

The impact is minimal since it is a reallocation of existing funds. TNR is requesting a line item transfer of \$7,425.50 from its Car Wash Maintenance Agreements line item 001-4952-621.50-01 to the Regular Salaries line item 001-4952-621.07-01 and the associated benefits lines. No loss of service and no request for additional funding will be required. \$7,425.50 is the increase between the entry level salary and the midpoint salary for Grade 12, including the associated benefits amounts for that difference.

**Issues and Opportunities:**

**Pros**

- The line item transfer will allow for a much more qualified candidate to be hired into this position over entry level. The qualifications obtained are needed to assist with hybrid vehicle technology and the computer systems of newer vehicles.
- Transfer will allow Fleet Services to hire a candidate that has Master Automotive Service Excellence (ASE) certification.
- None of the top candidates identified should be hired at entry level based on skills analysis completed by TNR's Human Resources.

**Cons**

- Hiring at entry level will provide an employee that has lesser knowledge and experience.
- TNR could not identify qualified candidates at entry level.
- Entry level candidates will not raise the performance level of vehicle maintenance.

**Background:**

Transportation and Natural Resources' (TNR) Fleet Services is seeking a line item transfer to bring an entry level Automotive Mechanic position from a starting salary of \$27,573.10 to a midpoint level salary of \$33,777.95. To provide this increase, TNR is requesting a line item transfer of \$7,425.50 from its Car Wash Maintenance line item to the Regular Salaries and benefits line items. Travis County's Planning and Budget Office is required to authorize the recommendation and TNR is seeking Commissioners Court approval of this recommendation.

JPG:MJ:mj

xc: Rodney Rhoades, Planning and Budget Office  
Jessica Rio, Planning and Budget Office  
Alicia Perez, Administrative Operations  
Carol Joseph, TNR  
Don Ward, TNR  
Cynthia McDonald, TNR  
Donna Holt, TNR

Budget Adjustment: 15411

Fyr\_ Budget Type: 2009-Reg

Author: 49 - CROSBIE, SYDNIA

Created: 3/24/2009 3:21:46 PM

PBO Category:

Court Date: None

Dept: TNR (TRANS & NATRL RESRC)

Just: Other

Transfer approved by Court on 3/31 to fund an increase for an Automotive Mechanic from entry level to the midpoint salary including the associated benefits for Grade 12. Transfer is for remaining 6 months of FY09.

From Account	Acct Desc	Project	Proj Desc	Amount
001-4952-621-5001	MAINTENANCE AGREEMENTS			3,715
				3,715
To Account		Project		Amount
001-4952-621-0701	REG SALARIES-PERMNT EMPL			3,103
001-4952-621-2002	FICA TAX - OASDI			193
001-4952-621-2005	RETIREMENT CONTRIBUTION			333
001-4952-621-2006	WORKER'S COMPENSATION			41
001-4952-621-2007	FICA TAX - MEDICARE			45
				3,715

Approvals	Dept	Approved By	Date Approved
Originator	49	SYDNIA CROSBIE	3/24/2009 3:23:16 PM
DepOffice	49	CYNTHIA MCDONALD	3/24/2009 3:24:17 PM

FY09 portion.  
 Dept will internally  
 reallocate for Annual  
 funding in FY 10.

*ADN*  


**Allocated Reserve Status (001-9800-981-9892)**

Last Updated: 3-26-09

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
(\$25,000)	County Attorney	3/10/09	Outside Counsel
<b>\$4,895,448</b>	<b>Current Balance</b>		

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

<b>Amount</b>	<b>Explanation</b>
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
<b>(\$3,236,365)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$1,659,083 Remaining Allocated Reserve Balance After Possible Future Expenditures**

**Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)**

Last Updated 3-26-09

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.
(\$42,696)	TNR	3/24/09	Mini-Excavator
<b>\$2,298,602 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Identified During the FY09 Budget Process:**

<b>Amount</b>	<b>Explanation</b>
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
<b>(\$125,500) Total Possible Future Expenses (Earmarks)</b>	

**\$2,173,102 Remaining CAR Balance After Possible Future Expenditures**



**Compensation Reserve Status (001-9800-981-9803)**

Amount	Dept Transferred Into	Date	Explanation
\$5,980			Beginning Balance - Bilingual Pay
<b>\$5,980 Current Reserve Balance</b>			

**Health & Human Services Reserve Status (001-9800-981-9817)**

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
(\$215,000)	HHS	11/25/08	Workforce Development RFS
(\$22,270)	HHS	3/4/09	Fund new Social Worker in FY09
(\$52,730)	HHS	3/4/09	Fund new Social Worker in FY10
<b>\$110,000 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (001-9800-981-9819)**

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
<b>\$1,108,121 Current Reserve Balance</b>			

**Planning Reserve Status (001-9800-981-9821)**

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
<b>\$700,000 Current Reserve Balance</b>			

**Annualization Reserve Status (001-9800-981-9890)**

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
<b>\$2,347,947 Current Reserve Balance</b>			

**Unallocated Reserve Status (001-9800-981-9898)**

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
(\$1,739,335)	ITS	3/24/09	Software and Hardware
(\$3,050,000)	TNR	3/24/09	HMAC
(\$947,604)	Facilities	3/24/09	Precinct 2
(\$621,862)	Facilities	3/24/09	SMART Building
<b>\$35,025,228 Current Reserve Balance</b>			

**BEFIT Auditor Reserve Status (001-9800-982-9902)**

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
<b>\$570,257 Current Reserve Balance</b>			

**BEFIT HRMD Reserve Status (001-9800-982-9903)**

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
<b>\$82,420 Current Reserve Balance</b>			

**BEFIT ITS Reserve Status (001-9800-982-9904)**

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
(\$63,124)	ITS	2/19/09	Security Analyst FTE
<b>\$17,971 Current Reserve Balance</b>			

Last Updated 3-26-09

**BEFIT Purchasing Reserve Status (001-9800-982-9905)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
<b>\$153,976 Current Reserve Balance</b>			

125

7

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

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Please consider the following item for:  
03-31-09

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) New grant contract with the Texas Parks and Wildlife Department, supplementing bond funds approved for acquisition and development of Milton Reimers Ranch Park in southwestern Travis County.

Approved by:

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

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

TRAVIS COUNTY

3/31/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
 FY 2009

*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 Amount	County Match	FTEs	Notes	Page #
<b>Contracts</b>							
<i>a</i> 49	Reimers Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	1,000,000	\$1,000,000		1	8

**Notes:**

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

**FY 2009 Grants Summary Report**  
**Outstanding Grant Applications**

*The following is a list of grants for which application has been made and notification of award has not yet been received.*

Dept	Name of Grant	Grant	County	FTEs	Cm. Ct.
		Amount	Match		Date
58	AmeriCorp	\$301,429	\$281,599	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000		11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928			11/18/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215		12/16/2008
45	Young Offender Planning Grant	\$300,000		3	12/16/2008
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
58	2009 Phase 27 Emergency Food and Shelter	\$143,272			2/10/2009
45	Parent Project	\$31,110			2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry	\$14,386			2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000			3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	2	3/10/2009
45	FY 10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	2	3/10/2009
		\$1,647,229	\$514,709	29.89	

## FY 2009 Grants Approved by Commissioners Court

*The following is a list of grants that have been received by Travis County since October 1, 2008*

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000			12/16/2008
58	RSVP	\$61,281	\$6,128		0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800			12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955			1	12/30/2008

23	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000				1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859				2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002				2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666		1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988		1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Transmission)			\$4,000	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014				2/17/2009
24	Drug Diversion Court	\$160,041			1	2/17/2009
22	Drug Court (State) Program	\$98,500			1	2/17/2009
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653				3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452		2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773				3/24/2009
23	Title IV-E Legal Administration	\$1,739,164				3/24/2009
		\$8,109,957	\$1,207,153	\$124,000	31.25	

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## FY 2009 Grants Summary Report Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	2/17/2009
22	Drug Court Program	\$65,665.96			1	2/17/2009

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58	Oncor Weatherization Project Amendment One	\$32,259			2/24/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$66,077			2/24/2009
<hr/>					
<b>Total Outstanding</b>		\$ 596,442	\$ 142,560		9.75

\* Original Grant Column shows Beginning FY'08 Amount

## FY 2009 Grants Summary Report

### Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
Total		\$761,815.25	\$ -		6.00		
Outstanding							

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### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

<b>Department/Division:</b>	Transportation and Natural Resources
<b>Contact Person/Title:</b>	Melinda Mallia, Environmental Project Manager
<b>Phone Number:</b>	512-854-4460

<b>Grant Title:</b>	Reimers Urban Outdoor Recreation Grant		
<b>Grant Period:</b>	<b>From:</b>	8/21/2008	<b>To:</b> 8/20/2011
<b>Grantor:</b>	Texas Parks and Wildlife Department		

<b>Check One:</b>	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
<b>Type of Payment:</b>	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:						0
Operating:		1,000,000		1,000,000		2,000,000
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	0	1,000,000	0	1,000,000	0	2,000,000
FTEs:						0.00

<b>Auditor's Office Review:</b> <input type="checkbox"/>	Staff Initials: _____
<b>Auditor's Office Comments:</b>	
<b>County Attorney's Office Contract Review:</b> <input type="checkbox"/>	Staff Initials: _____

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Acquire land and develop park in southwest Travis County	2442 acres acquired					2442 acres acquired
<b>Measures For Grant</b>						
Develop park amenities	Planning & design completed					Park amenities constructed
Outcome Impact Description						

**PBO Recommendation:**

PBO concurs. *[Signature]*

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?

Grant funds were awarded to supplement bond funding approved by voters in 2001 and 2005 for the land acquisition and construction of Milton Reimers Ranch Park in southwestern Travis County. The grant will provide \$1,000,000. Funds will be used to reimburse the county for acquisition costs of 27.9-acre to be dedicated as endangered species preserve. Recreational amenities to be developed include hiking trails, mountain biking trails, pavilion, shade shelters, picnic table, interpretive kiosk, interpretive signs, scenic overlooks, chimney swift tower, benches, fishing nodes, bald cypress tree restoration, recycling stations and acknowledgement signs.

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

The grant requires that projects funded must be operated and maintained for public park and recreation purposes in perpetuity. The County has already made this commitment through voter and Commissioners Court approval of the park project.

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

The grant requires a 50% matching contribution of \$1,000,000. The match will be met through a portion of the previously expended land cost (\$141,900), private donations of cash and in-kind services (\$57,114), with the balance (\$800,989) covered by bond funds in account 472-4945-809-8120.

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

This grant program does not provide for indirect costs. Funding can be applied only to professional services, land acquisition, and park construction costs.

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

The acquisition and development of the park will be completed upon termination of the grant program. Long-term operation of the park will be assumed by the County Parks Division within TNR and appropriate resources have been allocated through the County budget process.

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

This is not a new program as the County has developed, maintained and operated a parks system countywide.

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 grant will support the development of a new park in the southwestern area of the County, as approved by voters and the Commissioners' Court. Performance measures are related to one of TNR's goals, to "provide increasing and diverse recreational opportunities using public resources." A key performance indicator will be the successful development of Milton Reimers Ranch Park to meet the desires of Travis County residents as expressed bond elections in 2001 and 2005 for parks and open space projects.



## TRANSPORTATION AND NATURAL RESOURCES

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JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

March 23, 2009

### MEMORANDUM

**TO:** Members of the Commissioners' Court  
*Carol S. G. Gieselman*  
**FROM:** Joseph P. Gieselman, Executive Manager, TNR  
**SUBJECT:** Urban Outdoor Recreation Grant Contract  
Milton Reimers Ranch Park

**Posting:** Consider and take appropriate action on a grant contract with the Texas Parks and Wildlife Department providing funds to supplement voter-approved bond funds for acquisition and development of Milton Reimers Ranch Park in southwestern Travis County.

**Summary and Staff Recommendation:** The Texas Parks and Wildlife Department awarded grant funds for land acquisition and development of Milton Reimers Ranch Park. The grant will reimburse the county for acquisition of 27.9 acres purchased prior to grant approval with a Waiver of Retroactivity. The 27.9-acre area will be dedicated as endangered species preserve. Recreational amenities, to be developed in other areas of the park, include hiking trails, mountain biking trails, pavilion, shade shelters, picnic table, interpretive kiosk, interpretive signs, scenic overlooks, chimney swift tower, benches, fishing nodes, bald cypress tree restoration, recycling stations and acknowledgement signs. Staff recommends approval.

**Budgetary and Fiscal Impact:** The grant will provide \$1,000,000 to supplement bond funding approved by voters in 2001 and 2005. A 50% matching contribution of \$1,000,000 is required. The match will be met through a portion of the previously expended land cost, private donations of cash and in-kind services, and bond funds in account 472-4945-809-8120.

**Background:** This is the first cycle of grants issued through the Urban Outdoor Grant Program. The program was created by the legislature to specifically address parks needs in large urban areas of Texas.

Land was acquired for Milton Reimers Ranch Park in late 2005. Master planning activities for park development have been completed and the design phase is underway. TNR anticipates the start of construction of grant-funded amenities in 2009.

**Required Authorizations:** Julie Joe, County Attorney's Office

Jessica Rio, Planning and Budget Office

**Exhibits:** Grant Contract

MSM:JPG:msm

0804 Reimers /SW Metro Park Grant Contract

cc: Julie Joe, CA  
Jessica Rio, PBO  
Michelle Gable, Auditor's  
Charles Bergh, TNR  
Robert Armistead, TNR  
Tom Weber, TNR  
Jon White, TNR  
Roger Schuck, TNR  
Wendy Scaperotta, TNR  
Donna Williams-Jones, TNR  
Melinda Mallia, TNR



TEXAS PARKS AND WILDLIFE DEPARTMENT

LOCAL PARK GRANT PROGRAM – URBAN OUTDOOR RECREATION GRANT

PROJECT AGREEMENT

Project Sponsor and Name: TRAVIS COUNTY Milton Reimers Ranch Park 55-000002

Project Period: TPWD Approval Date to July 15, 2011

Total Project Cost: \$ 2,000,000.00 Approved State Funds: \$ 1,000,000.00

\* \* \*

PROJECT DESCRIPTION (SCOPE):

Travis County will acquire 27.5 acres by purchase to expand and develop 779 Milton Reimers Ranch Park to include 0.2 mile nature trail, 0.5 mile hike and bike trail, 3.8 mile multi-use trail, 1.3 mile primitive hiking trail, 4.0 mile mountain bike trail expansion with "pump" track (for testing mountain bikes prior to riding), pavilion, group area courtyard, 2 shade shelters, 20 picnic tables, history interpretive kiosk, natural resource interpretive signs, 5 scenic overlooks, Chimney Swift tower, 10 benches, 3 fishing nodes on the river, Bald Cypress tree restoration, 3 recycling stations, additional native tree planting, park information signs, and program acknowledgement signs.

Travis County Milton Reimers Ranch is located at 23610 Hamilton Pool Rd., in the southwest area of Travis County along the Pedernales River.

The Environmental Addendum is hereby made part of this Agreement.

For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

1. The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program including program guidelines set out at 31 TAC Sec. 61.132-61.137.
2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
3. The Sponsor shall furnish the Department an annual report every August 1<sup>st</sup> for a period of five years following the project completion, providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.
4. The Sponsor shall install and maintain at the project site a permanent fund acknowledgment sign as prescribed by the Department.
5. All utilities at the project site shall be underground and approved by the Department.
6. The General Provisions dated February 2008 attached hereto are hereby made part of this agreement.
7. The Summary of Guidelines for Administration of Local Park Grant Program or LWCF Acquisition and Development Projects dated January 2008 attached hereto is hereby made part of this agreement.
8. The original application and supplemental documentation submitted by the sponsor are hereby made part of this agreement.
9. The Agreement is effective upon execution by the Department.

\* \* \*

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Tim Hogsett, Director, Recreation Grants Branch  
Name and Title

10-10-08  
TPWD Approval Date

TRAVIS COUNTY

Political Subdivision (Sponsor)

by \_\_\_\_\_

The Honorable Sam Biscoe, County Judge  
Name and Title

\_\_\_\_\_  
Date

**ENVIRONMENTAL ADDENDUM**

**Project Name/Number:** TRAVIS COUNTY Milton Reimers Ranch Park, Project Number 55-000002

Pursuant to requirements of the National Environmental Policy Act of 1969 (Public Law 91-190) and the Endangered Species Act of 1973, as amended (Public Law 93-205), this addendum is hereby incorporated into the grant agreement.

**Travis County** (sponsor) is hereby advised that based on the project description and when suitable habitat is present, these species could potentially be impacted by the proposed project: **Site location and subsequent development shall be sensitive and closely monitored for occurrences of the following federal and/or state listed species:**

**Federal and State Listed Endangered**

- Black-capped Vireo (*Vireo atricapilla*)
- Golden-cheeked Warbler (*Dendroica chrysoparia*)
- Interior Least Tern (*Sterna antillarum athalassos*)

**Species of Concern**

- Pedernales River springs salamander (*Eurycea* sp. 6)
- Bracted twistflower (*Streptanthus bracteatus*)
- Canyon mock-orange (*Philadelphus ernestii*)

**Special Features**

Colonial Waterbird Rookeries

Travis County should continue its monitoring program of all suitable habitat for the GCW and any other rare species for which the park provides potential habitat. TPWD also recommends the County develop a baseline flora and fauna inventory to characterize the potential for rare species habitat.

\* \* \* \* \*

I have read this addendum and understand that the political subdivision (sponsor) which I represent will be responsible for compliance with the above as a result of receiving grant assistance from the Texas Parks & Wildlife Department. It is also understood that the Environmental Addendum is a part of the Project Agreement.

\_\_\_\_\_  
Signature of Official Authorized in Resolution

\_\_\_\_\_  
Date

**The Honorable Sam Biscoe, Travis County Judge**  
Name and Title

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TEXAS PARKS AND WILDLIFE DEPARTMENT

CERTIFICATE OF LAND DEDICATION FOR PARK USE

**TEXAS LOCAL PARK GRANTS PROGRAM – URBAN OUTDOOR RECREATION GRANT**

This is to certify that a permanent record shall be kept in the **TRAVIS COUNTY** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **TRAVIS COUNTY MILTON REIMERS RANCH PARK, Project Number 55-000002**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation and Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

TRAVIS COUNTY  
Political Subdivision

By \_\_\_\_\_

The Honorable Samuel Biscoe, Travis County Judge  
Name and Title

\_\_\_\_\_  
Date

**LOCAL PARK GRANT PROGRAM**  
**LAND AND WATER CONSERVATION FUND**  
**GENERAL PROVISIONS**

Revised February 2008

**I. Definitions**

- A. The term "Department" as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein means a single project which is the subject of this project agreement.
- C. The term "Sponsor" as used herein means the political subdivision which is party to the project agreement.
- D. The term "LPGP" as used herein means the Local Park Grant Program.
- E. The term "LWCF" as used herein means the Land and Water Conservation Fund.
- F. The term "Manual" as used herein means the Local Park Grant Programs Manual.

**II. Continuing Assurances**

- A. The parties to the project agreement specifically recognize that receipt of program assistance creates an obligation to maintain the property described in the project agreement consistent with the Manual, and the following requirements:
- B. The sponsor agrees that the property described in the project agreement and in the dated project boundary map made part of that agreement is being acquired or developed with program assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity, or for the term of the lease in the case of leased property.
- C. The sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- D. The sponsor agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.
- E. The sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.
- F. Nondiscrimination

The sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,

- 1. prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
- 2. prohibits discriminating against any person on the basis of residence.

**III. Project Assurances**

**A. Applicable Circulars**

The State shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act of 1981 (Revised 2/22/90), Federal Office of Management and Budget Circulars A-102 (Uniform administration requirements for grants-in-aid to State and Local governments), OMB A-87 (Cost principles applicable to grants and contracts with State and Local governments), and TRACS (Texas Review and Comment System) as they relate to the application, acceptance and use of State funds for grant assisted projects.

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB Circular A-133 for federally funded projects. A copy of this audit must be furnished to the Department when completed.

**TEXAS RECREATION & PARKS ACCOUNT**  
**LAND AND WATER CONSERVATION FUND - GENERAL PROVISIONS-Continued**

**B. Project Application**

1. The application for state assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the agreement.
2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.
3. The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

**C. Project Execution**

1. The project period shall begin with the date of approval by the Parks and Wildlife Commission and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
4. The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
6. The sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
7. The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
8. The sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9/1/87) by
  - (a) consulting with the Texas Antiquities Committee on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
  - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

**D. Construction**

Construction by the sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code (<http://tlo2.tlc.state.tx.us/statutes/lg.toc.htm>) Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.
2. The sponsor shall inform all bidders on contracts for construction that program funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

**TEXAS RECREATION & PARKS ACCOUNT**  
**LAND AND WATER CONSERVATION FUND - GENERAL PROVISIONS-Continued**

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**E. Conflict of Interests**

1. No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

**F. Project Costs**

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

**G. Project Administration**

The sponsor shall promptly submit such reports and documentation as the Department may request.

**H. Retention and Custodial Requirements for Records**

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditures report for the project.
3. Microfilm copies are authorized in lieu of original records.

**TEXAS RECREATION & PARKS ACCOUNT**  
**LAND AND WATER CONSERVATION FUND - GENERAL PROVISIONS-Continued**

4. The Department, State Comptroller of Public Accounts, State Auditors Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

I. Project Termination

1. The Department may temporarily suspend program assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
2. The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, property incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the sponsor;
2. The Department may withhold action on pending projects proposed by the sponsor;
3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

\* \* \* \* \*

**I have read the General Provisions and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account Program or the Land and Water Conservation Fund. It is also understood that the General Provisions are part of the grant project agreement.**

Project Name and Number: TRAVIS COUNTY Milton Reimers Ranch Park, 55-000002

\_\_\_\_\_  
Signature of Official Authorized in Resolution

The Honorable Samuel Biscoe, Travis County Judge  
Name and Title

\_\_\_\_\_  
Date

**SUMMARY OF GUIDELINES**  
**FOR ADMINISTRATION OF LOCAL PARK GRANT PROGRAM PROJECTS**  
(Revised January 2008)

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: <ul style="list-style-type: none"> <li>• U.S. Army Corps of Engineers 404</li> <li>• TCEQ Permits</li> <li>• Environmental Resources Survey</li> <li>• THC Cultural Resources Survey and Clearance</li> <li>• TPWD Biological Consultations</li> <li>• ROW Abandonment</li> <li>• Lease/Joint-Use Agreement Execution, etc.</li> </ul>	Within 6 months of grant agreement date
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 <sup>th</sup> , April 15 <sup>th</sup> , July 15 <sup>th</sup> and October 15 <sup>th</sup>
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Within 6 months of land acquisition for projects involving acquisition, or Within 6 months of grant agreement date for development only projects.
Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 <sup>th</sup> fiscal year)



**SUMMARY OF GUIDELINES (Continued)**

The following criteria will be used to determine sponsor eligibility for additional funding:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

FAILURE TO MEET ANY ONE OF THE ABOVE CRITERIA MAY BE GROUNDS FOR DENYING NEW GRANT FUNDS. ASSESSMENT OF THE ABOVE CRITERIA IN CONJUNCTION WITH REQUESTS FOR NEW GRANTS WILL BE MADE PRIOR TO SUBMISSION OF FUNDING RECOMMENDATIONS TO THE PARKS AND WILDLIFE COMMISSION.

\* \* \* \* \*

**I have read the "Summary of Guidelines for Administration of Local Park Grant Program Projects" and understand that the project sponsor, which I represent, will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Local Park Grants Program. It is also understood that the "Summary of Guidelines for Administration of Local Park Grant Projects" is part of the grant Project Agreement.**

\_\_\_\_\_  
Signature of Official Authorized in Resolution

\_\_\_\_\_  
Date

The Honorable Samuel Biscoe, Travis County Judge  
Name and Title

TRAVIS COUNTY Milton Reimers Ranch Park 55-000002  
Project Name and Number

8

✓

### Travis County Commissioners Court Agenda Request

Voting Session March 31, 2009  
(Date)

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

**I. Request:**

Request made by: Alicia Perez, Executive Manager Phone # 854-9343  
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 \$899,860.53, for the period of March 13, 2009 to March 19, 2009.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
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)

RECEIVED  
 COUNTY JUDGE'S OFFICE  
 09 MAR 24 PM 3:54

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** March 31, 2009

**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:** March 13, 2009 to March 19, 2009

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$899,860.53

**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 \$899,860.53.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
MARCH 13, 2009 TO MARCH 19, 2009**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget**
- Page 3. Paid Claims Compared to Budgeted Claims**
- Page 4. Notification of amount of request from United Health Care (UHC).**
- Page 5. Last page of the UHC Check Register for the Week.**
- Page 6. List of payments deemed not reimbursable.**
- Page 7. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: Last Updated 3-26-09 March 31, 2009  
 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: March 13, 2009  
 TO: March 19, 2009

**REIMBURSEMENT REQUESTED: \$ 899,860.53**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,340,132.99
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 24, 2009	\$ (440,272.63)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 899,860.53
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 899,860.53

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

All claims over \$25,000 (3 this week totaling \$101,988.57) 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 (\$125,326.09) 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 \$175,000 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 \$97,800.60.

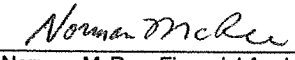
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

  
 Linda Moore Smith, Director Date 3-23-09

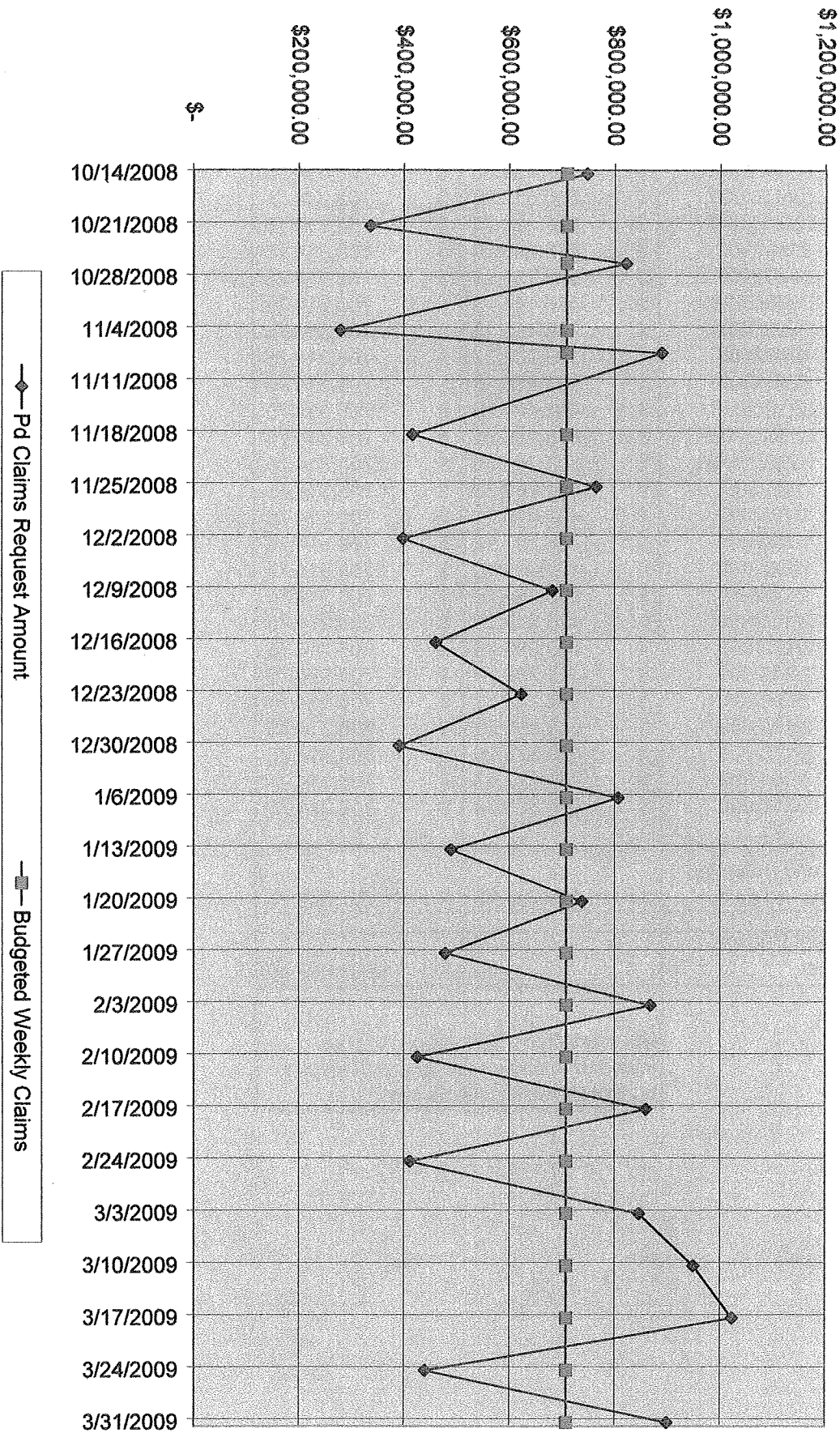
  
 Dan Mansour, Risk Manager Date 3-23-09

  
 Cindy Purinton, Benefit Contract Administrator Date 3/20/09

  
 Norman McRee, Financial Analyst Date 3/20/09

\*\* 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 BENEFIT PLAN  
FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75**



**TRAVIS COUNTY EMPLOYEE BENEFIT PLAN**  
**FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT**  
 Last Updated 3-26-09

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29,333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14
3/13/09-3/19/09	3/31/2009	\$ 899,860.53	\$ 708,314.75	3	\$ 101,988.57
<b>Paid and Budgeted Claims - to date</b>		<b>\$ 16,048,385.95</b>	<b>\$ 17,707,868.75</b>		
<b>Amount Under Budget</b>			<b>\$ (1,659,482.80)</b>		
Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.					

Last Updated 3-26-09

From: <SIFS FAX@UHC.COM>  
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>  
Date: 3/20/2009 5:22 AM  
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-03-20 REQUEST AMOUNT: \$1,340,132.99

CUSTOMER ID: 00000701254  
CONTRACT NUMBER: 00701254 00709445  
BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021  
FUNDING ADVISE FREQUENCY: DAILY  
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-03-19	\$660,426.76
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,278,291.24</b>
+ CURRENT DAY NET CHARGE:	\$61,841.75
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$1,340,132.99</b>

ACTIVITY FOR WORK DAY: 2009-03-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$427,585.22	\$00.00	\$427,585.22
<b>TOTAL:</b>	<b>\$427,585.22</b>	<b>\$00.00</b>	<b>\$427,585.22</b>

ACTIVITY FOR WORK DAY: 2009-03-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$130,645.94	\$00.00	\$130,645.94

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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_03\_19

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	-350.68	NN	1599858	AI	46	3/19/2009	200	3/16/2009	3/19/2009
701254	632	-361.3	NN	1945468	AH	7	3/19/2009	200	3/16/2009	3/19/2009
701254	632	-382.4	NN	SSN0000C	AL	0	3/16/2009	600	3/20/2009	3/19/2009
701254	632	-514.17	NN	SSN0000C	AL	0	3/10/2009	600	3/16/2009	3/19/2009
701254	632	-621	NN	SSN0000C	AL	0	3/11/2009	600	3/17/2009	3/19/2009
701254	632	-767.01	NN	1657498	AA	1	3/19/2009	200	3/16/2009	3/19/2009
701254	632	-803.85	NN	SSN0000C	AL	0	3/11/2009	600	3/17/2009	3/19/2009
701254	632	-880.42	NN	26	128936	AH	1	50	3/17/2009	3/19/2009
709445	5972	-1365.52	UW	48392381	AA	1	3/14/2009	50	3/20/2009	3/19/2009
701254	632	-1538.59	NN	SSN0000C	AL	0	3/16/2009	600	3/20/2009	3/19/2009
701254	632	-1645.65	NN	SSN0000C	AL	0	3/11/2009	600	3/17/2009	3/19/2009
701254	632	-1684.9	NN	SSN0000C	AL	0	3/10/2009	600	3/16/2009	3/19/2009
701254	632	-1892.2	NN	26	128864	AE	8	50	3/17/2009	3/19/2009
701254	632	-1977.83	NN	1411476	AH	4	3/19/2009	200	3/16/2009	3/19/2009
701254	632	-2205	UW	19475091	AH	6	12/16/2008	50	3/18/2009	3/19/2009
701254	632	-2570.85	UW	17560311	AH	1	3/14/2009	50	3/20/2009	3/19/2009
701254	632	-6897.99	UP	33174641	AA	5	8/8/2006	50	3/17/2009	3/19/2009
701254	632	-14388.17	NN	SSN0000C	AL	0	3/10/2009	600	3/16/2009	3/19/2009
701254	632	-47781.2	NN	SSN0000C	AL	0	3/10/2009	600	3/16/2009	3/19/2009

899,860.53

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

For the payment week ending: 03/19/2009

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	CLAIM	ISS_DATE	TRANS_CODE	TRANS_DATE
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**Total:** \$0.00

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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: 3/19/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
EE	526-1145-522.45-28	100,157.19
RD	526-1145-522.45-29	300.85
RR	526-1145-522.45-29	11,179.22
Total CEPO		\$111,637.26
<b>EPO</b>		
EE	526-1145-522.45-20	180,185.80
RR	526-1145-522.45-21	69,867.64
Total EPO		\$250,053.44
<b>PPO</b>		
EE	526-1145-522.45-25	477,751.50
RR	526-1145-522.45-26	60,418.33
Total PPO		\$538,169.83
Grand Total		\$899,860.53

**Travis County Commissioners Court Agenda Request**

Voting Session 03/31/09  
(Date)

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

**I. Request made by:**

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

**II. Additional Information**

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

**III. Required Authorizations:** Please check 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)



Revised 3-26-09

# 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 31, 2009**

**ITEM # :**

**DATE:** March 20, 2009

**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:** Alicia Perez, Executive Manager, Administrative Operations

**FROM:** Linda Moore Smith, Director, HRMD *LMS/LAS*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 10.**

**FY 09 Temporary Slot Extensions**

Approval requested to **extend** temporary slots - temporary employees (less than 6 months), end dates, and employee status codes from April 1, 2009 through September 30, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

**FY 09 Temporary Slot Conversion**

Approval requested to **convert** temporary slot - temporary employee (less than 6 months) to **Project Worker** (more than 6 months, includes Retirement Benefits), end date, and employee status code September 30, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

If you have any questions or comments, please contact me.

LMS/LAS/clr

**Attachments**

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

**NEW HIRES**

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 1	16	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Criminal Courts	62	Court Reporter	24 / Level 3 / \$67,683.20	24 / Level 3 / \$67,683.20
Juvenile Court	108	Juvenile Res Trt Ofcr I**	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Juvenile Court	245	Juvenile Res Trt Ofcr I**	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
Juvenile Court	298	Juvenile Case Work Mgr	19 / Level 4 / \$49,545.60	19 / Level 4 / \$49,545.60
Sheriff	1771	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
TNR	590	Park Maint Worker	7 / \$28,225.60	7 / \$28,225.60
* Temporary to Regular			** Actual vs Authorized	

**TEMPORARY APPOINTMENTS**

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20023	Office Asst	8 / \$10.10	8 / \$10.10	02
Fac Mgmt	50059	Custodian	5 / \$10.00	5 / \$10.00	05
HHS	20027	Office Specialist Sr	12 / \$13.26	12 / \$13.26	02
HHS	50231	Interpreter Sign Lang III	21 / \$29.00	21 / \$29.00	05
Juvenile Court	50139	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
** Temporary Status Type Codes: (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>County Clerk</b>	Slot 20093 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	<b>County Clerk</b>	Slot 20003 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	Election worker reassignment.

<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 Court</b>	Slot 383 / Social Svcs Prgm Coord / Grd 17 / \$39,998.61	<b>Juvenile Court</b>	Slot 441 / Juvenile Case Work Mgr / Grd 19 / \$44,240.56	Promotion. Pay is at minimum of pay grade.
<b>Sheriff</b>	Slot 105 / Licensed Voc Nurse / Grd 15 / \$50,646.54	<b>Sheriff</b>	Slot 822 / Licensed Voc Nurse / Grd 15 / \$50,646.54	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 989 / Detective Law Enforcement / Grd 75 / \$79,292.93	<b>Sheriff</b>	Slot 1511 / Sergeant Law Enforcement / Grd 76 / \$87,028.03	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 1353 / Office Specialist Sr / Grd 12 / \$29,936.70	<b>Sheriff</b>	Slot 1350 / Office Specialist Sr / Grd 12 / \$29,936.70	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1511 / Sergeant Law Enforcement / Grd 76 / \$87,028.03	<b>Sheriff</b>	Slot 19 / Lieutenant Law Enforcement / Grd 77 / \$102,905.92	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 1606 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	<b>Sheriff</b>	Slot 989 / Detective Law Enforcement / Grd 75 / \$79,292.93	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 1767 / Security Coord / Grd 12 / \$37,155.66	<b>Sheriff</b>	Slot 779 / Office Specialist Sr / Grd 12 / \$37,155.66	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
<b>Constable 5</b>	20016	Deputy Constable	02
<b>County Atty</b>	20002, 20003, 20022, 20023	Office Asst	02
<b>County Clerk</b>	20006, 20012, 20013, 20014, 20018, 20019, 20021, 20024, 20025, 20068, 20073, 20076, 20077, 20078, 20081, 20085,  20086, 20087, 20088, 20091, 20092, 20094, 20096, 20097, 20098, 20099, 20100, 20101, 20102, 20103, 20104, 20105,  20106, 20107, 20108, 20109, 20110, 20111, 20112, 20113, 20114, 20116, 20117, 20118, 20119, 20124, 20126, 20129,  20151, 20152, 20153, 20154, 20155, 20156, 20161, 20162, 20165, 20167, 20169, 20170, 20171, 20180, 20181, 20182,  20184, 20185, 20186, 20187, 20188, 20189, 20190, 20192, 20193, 20198, 20199, 20200, 20203, 20204, 20205, 20206,  20207, 20209, 20210, 20211, 20213, 20215, 20216, 20217, 20219, 20221, 20223, 20226, 20227, 20233, 20234, 20235,  20237, 20238, 20240, 20241, 20250, 20251, 20252, 20253, 20254, 20255, 20256, 20257, 20258, 20259, 20262, 20263	Elec Clk-Erly Vting Clk	02



**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
County Clerk	20264, 20267, 20268, 20269, 20270, 20271, 20276, 20277, 20279, 20280, 20282, 20283, 20285, 20286, 20287, 20288,  20289, 20290, 20291, 20292, 20293, 20294, 20295, 20296, 20297, 20298, 20300, 20301, 20303, 20304, 20305, 20306,  20307, 20310, 20312, 20315, 20316, 20317, 20319, 20321, 20322, 20325, 20326, 20327, 20328, 20332, 20333, 20335,  20337, 20338, 20339, 20340, 20342, 20343, 20344, 20345, 20346, 20347, 20348, 20349, 20350, 20351, 20352, 20353,  20354, 20355, 20357, 20358, 20359, 20360, 20361, 20437, 20447, 20448, 20450, 20451, 20453, 20455, 20456, 20457,  20458, 20459, 20460, 20461, 20462, 20463, 20464, 20465, 20467, 20469, 20479, 20481, 20482, 20486, 20489, 20492,  20494, 20495, 20498, 20504, 20505, 20507, 20510, 20511, 20512, 20514, 20515, 20516, 20517, 20521, 20522, 20523,  20524, 20525, 20527, 20528, 20529, 20530, 20531, 20532, 20534, 20535, 20537, 20538, 20539, 20540, 20542, 20550	Elec Clk-Erly Vting Clk	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
<b>County Clerk</b>	20551, 20552, 20553, 20554, 20555, 20556, 20557, 20559, 20560, 20562, 20563, 20564, 20565, 20567, 20568, 20578,  20580, 20582, 20595, 20596, 20598, 20599, 20600, 20601, 20602, 20604, 20605, 20606, 20607, 20610, 20611, 20612,  20614, 20615, 20616, 20617, 20618, 20620, 20621, 20622, 20624, 20625, 20628, 20629, 20630, 20631, 20632, 20633,  20635, 20636, 20637, 20638, 20639, 20640, 20641, 20642, 20643, 20644, 20645, 20647, 23015, 23016, 23018, 23079,  23081, 23082, 23083, 23085, 23086, 23088, 23089, 23090, 23091, 23092, 23093, 23096, 23097, 23098, 23099, 23100,  23101, 23102, 23103, 23105, 23106, 23107, 23108, 23109, 23110, 23111, 23113, 23114, 23115, 23116, 23117, 23118,  23119, 23120, 23121, 23123, 23125, 23126, 23127, 23128, 23129, 23131, 23132, 23133, 23134, 23135, 23136, 23137,  23138, 23139, 23142, 23143, 23144, 23145, 23147, 23148, 23149, 23150, 23151, 23152, 23153, 23154, 23156, 23157	Elec Clk-Erly Vting Clk	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
<b>County Clerk</b>	23158, 23159, 23160, 23161, 23162, 23163, 23164, 23165, 23166, 23167, 23169, 23170, 23173, 23174, 23175, 23176,  23177, 23178, 23180, 23181, 23182, 23183, 23184, 23185, 23186, 23187, 23188, 23189, 23190, 23191, 23192, 23193  23194, 23196, 23197, 23198, 23199, 23201, 23202, 23203, 23204, 23205, 23206, 23207, 23208, 23209, 23210, 23211,  23212, 23213, 23214, 23215, 23217	Elec Clk-Erly Vting Clk	02
<b>County Clerk</b>	20366, 20368, 20369, 20370, 20373, 20374, 20377, 20378, 20379, 20380, 20381, 20382, 20383, 20384, 20385, 20387,  20388, 20389, 20390, 20391, 20392, 20394, 20396, 20397, 20398, 20400, 20401, 20402, 20403, 20405, 20407, 20408,  20413, 20475, 20485, 20487, 20488, 20493, 20501, 20508, 20520, 20653, 23014, 23019, 23020, 23021, 23025, 23026,  23027, 23028, 23029, 23030, 23031, 23033, 23036, 23037, 23038, 23039, 23041, 23042, 23043, 23044, 23045, 23046	Elec Clk-Erly Vting Deputy	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
<b>County Clerk</b>	23049, 23051, 23052, 23053, 23055, 23056, 23057, 23058, 23059, 23060, 23063, 23064, 23065, 23066, 23067, 23068, 23069, 23070, 23071, 23072, 23073, 23074, 23075, 23076, 23077, 23078	Elec Clk-Erly Vting Deputy	02
<b>County Clerk</b>	20007, 20016, 20028, 20052, 20053, 20054, 20055, 20057, 20058, 20060, 20066, 20070, 20074, 20157, 20158, 20159, 20160, 20164, 20166, 20168, 20302, 20308, 20313, 20314, 20323, 20324, 20329, 20330, 20409, 20410, 20411, 20412, 20414, 20415, 20416, 20417, 20419, 20420, 20422, 20424, 20426, 20427, 20428, 20429, 20430, 20431, 20432, 20433, 20434, 20435, 20436, 20446, 20452, 20454, 20484, 20571, 20572, 20573, 20574, 20575, 20576, 20656, 20659, 20661, 20663, 20665, 23218, 23219, 23220, 23222, 23223, 23224, 23225, 23226, 23228, 23229, 23230, 23231, 23232	Elec Clk-Operations Clk II	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
<b>County Clerk</b>	20010, 20022, 20041, 20059, 20093, 20222, 20236, 20239, 20445, 20579, 23233, 23234, 23235, 23236, 23237, 23238, 23239, 23240, 23241, 23242, 23244, 23245, 23246, 23247, 23248, 23249, 23250, 23251, 23252, 23253, 23254, 23256, 23258, 23259, 23260, 23261, 23262, 23263, 23265, 23266, 23267, 23268, 23269, 23270, 23271, 23272, 23274, 23275, 23276, 23277, 23278, 23279, 23280, 23281, 23282, 23283, 23284, 23285, 23286, 23287, 23288, 23289, 23291, 23292, 23293	Elec Clk-Operations Clk III	02
<b>County Clerk</b>	20003, 20439, 20440, 20441, 20442, 20444	Elec Clk-Operations Clk IV	02
<b>District Atty</b>	20039	Law Clerk II	02
<b>District Atty</b>	20019	Office Specialist	02
<b>District Clerk</b>	20040, 20044	Court Clerk I	02
<b>District Clerk</b>	20069	Court Clerk II	02
<b>District Clerk</b>	20032	Office Specialist	02
<b>JP Pct 2</b>	20013, 20021	Court Clerk Asst	02
<b>JP Pct 2</b>	20014, 20016	Court Clerk I	02
<b>PBO</b>	20021	Financial Analyst Sr	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS EFFECTIVE APRIL 1, 2009 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
Purchsg & Inventory Mgmt	20005	Purchasing Supprt Spec I	02
Tax Collector	20092, 20093	Administrative Asst I	02
TNR	20105	GIS Specialist	02
TNR	20059, 20060, 20061, 20064, 20078, 20090, 20091, 20092, 20094, 20096, 20097, 20098, 20099, 20102	Park Tech I	02
TNR	20053, 20056, 20057	Park Tech II	02
TNR	20104	Risk/Safety Spec Asst II	02

**FY 09 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEE "02" TO PROJECT WORKER "05" - STATUS THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
District Atty	50057	Law Clerk II	05

**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

10 ✓

**Voting Session:** MARCH 31, 2009

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON STAR FLIGHT DISPATCH MATRIX REGARDING DISPATCH PROTOCOLS FOR STAR FLIGHT HELICOPTERS.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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  
 \_\_\_\_\_ Grant

Human Resources Department (854-9165)  
 \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring 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: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



Last Updated 3-26-09

Austin-Travis County  
**STAR Flight**



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

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

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager Emergency Services  
Travis County

From: Casey Ping, Program Manager, **STAR Flight**  
Travis County

Date: March 17, 2009

Subject: **STAR Flight** Dispatch Matrix

In years past the Commissioners Court approved the **STAR Flight** dispatch matrix as part of the EMS/ **STAR Flight** Interlocal with the City of Austin. Because of the changes in that interlocal, Travis County's direct responsibility and funding for the **STAR Flight** program it is now more appropriate for the Commissioners Court to approve the dispatch matrix directly. Any future changes that are necessary can be approved by the Commissioners Court without requiring City of Austin action.

The dispatch matrix submitted for your review (see attached) is based upon modifications and improvements that were identified during the **STAR Flight** business planning process and risk analysis now being required by the Federal Aviation Administration (FAA) and recommended by the National Transportation Safety Board (NTSB) for Helicopter Emergency Medical Service (HEMS) flights. While public safety flights (Search and Rescue, Fire Fighting and Law Enforcement) are not regulated by the FAA, it is our intent to conduct a similar risk assessment for these flights. The modification of the dispatch matrix also allows further evaluation and appropriateness assessments before the helicopter is launched on public safety missions.

The service area and approval processes previously approved by the Commissioners Court remain unchanged. We have also met with our stakeholders and they are in agreement with this matrix.

Please let me know if there are any questions or concerns

cc. Willy Culberson, Director of Aviation  
James Kempema, Medical Director



## STAR FLIGHT Dispatch Matrix

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**STAR Flight** is a specialized emergency medical/public safety resource tasked with six (6) \*primary and six (6) secondary response missions. Rapidly prioritizing multiple **STAR Flight** requests can be difficult. This matrix defines dispatch protocols for **STAR Flight** helicopters and assists in managing competing requests for service. All calls should be triaged using the Austin/Travis County **STAR Flight** Triage Cards or Medical Priority Dispatch (for in system medicine/trauma)

Response areas have been broken into three categories In System (Austin/Travis County), Out of System (Nineteen County Primary Service Area exclusive of Travis County), and Out of Area (Requests in a County not in the Out of Systems Primary Service area)

Response types have been broken into five Categories (Scene, Hospital, Rescue, Search, Law and Fire). Each Category may also have sub-sections that may require additional call screening or approval processes. The typing for each mission type allows for additional risk/benefit assessment and appropriateness review. The mission type has been assigned a priority, which is shown in the top of the matrix cell for each response area. These priorities are to be used similar to Medical Priority Dispatch priorities for comparing one call to another.

**\*Scene – Medical:** The priority is first response in Travis County and the rapid transport of time sensitive and critical medicine patients.

- First Response (Travis County only)-**STAR Flight's** priority is the rapid delivery of ALS personnel/equipment and stabilization of medicine patients. Initial unit recommendations on MPD Priority 1 and 2 medical calls, Communications will use the CAD response time estimation of the closest ALS resource (>20 minutes) to determine if a **STAR Flight** response is warranted.
- Secondary Response- On scene requests for **STAR Flight** assistance for medical patients should normally be made by ON SCENE system credentialed personnel. The majority of medicine patients seen and treated by ALS resources can be stabilized in the field and do not require aero medical transport. Exceptions may include STROKE or STEMI ALERT patients with transport times greater than the notification, response, scene and transport times of **STAR Flight**. **STAR Flight** may be requested for clinical capability beyond the on scene resources (PAI, Blood Administration)

**\*Scene – Trauma:** The priority is the rapid transport of TRAUMA ALERT and when appropriate TRAUMA TRANSPORT patients.

- First Response (Travis County) - The inclusion of **STAR Flight** in the initial unit response should be based on several factors, which include severity/number of patients, response time of the closest ALS transport units and transport time to University Medical Center at Brackenridge (adult patients) or Dell Children's Hospital (pediatric).

Secondary Response- (Travis County)- On scene requests for **STAR Flight** for trauma patients can be requested by ON SCENE system credentialed personnel. This should take into account the notification, response, estimated scene and transport times of **STAR Flight**. Under normal circumstances there should be some time savings to justify the increased expense and risk associated with aero medical transport. The ATCEMS System has currently identified 5 minutes as that patient benefit time. This does not include pin-in, entrapment or multi-patient situations. **STAR Flight** may be requested for clinical capability beyond the on scene resources (PAI, Blood Administration)

(Outside Travis County)- At the request of EMS, Fire or Law Enforcement personnel with credible information

**\*Hospital – Medical:** Tertiary hospitals may not be equipped to provide definitive care to critical or time sensitive medicine patients. These requests should be treated the same as scene medicine patients, based on the tertiary hospitals report of whether the patient is stable or not and the time sensitivity of their illness.

**\*Hospital – Trauma:** Tertiary hospitals are typically not equipped to provide definitive care to TRAUMA ALERT and some TRAUMA TRANSPORT patients. These requests should be handled the same as any other trauma patient that requires rapid transport to a Trauma or Specialized Care Center.

**\*Rescue – Life Threat:** Any situation that poses a known and verified threat to the safety of the victim/patient. It is not dependent upon injury at the time of request. Examples include person trapped on the roof of their car, house or in a tree surrounded by water, victims of falls from cliffs or patients with significant medical illnesses/traumatic injuries in inaccessible or delayed transport environments.

**Rescue – Non-Life/Non-Verified Threat:** Any situation where there is NO verified threat to the safety of the victim/patient. Examples include boats taking on water, patients in inaccessible environments with minor medical conditions or injuries (lacerations, sprains etc)

**\*Search – Life Threat:** Any situation that poses a known and verified threat to the safety of the victim/patient. A confirmed missing person is considered an emergency. It is not dependent upon injury at the time of request. Examples include confirmed missing persons with known last points seen, especially the young/elderly or those with diminished mental capacity or pre-existing medical conditions. (Autistic, Alzheimer's, Downs Syndrome etc).

**Search – Non-Life/Non-Verifies Threat:** Any situation where there is NO verified threat or point last seen. Examples include missing/overdue hikers/bikers, rafters/tubers and boaters in large undefined search areas.

**Law – Life or Public Safety Threat:** Requests for assistance from Law Enforcement agencies for aviation support that is a direct threat to law enforcement officers or general public safety. Examples include officer needs assistance in difficult access areas, vehicle pursuits or suspects with direct, verifiable threat to law enforcement personnel or the general public

**Law – Non-Life/Non-Verified Threat:** Requests for assistance from Law Enforcement agencies for surveillance, searches for fleeing suspects with no direct threat to law enforcement officers or the general public. Examples include suspects that fled from traffic stops, unarmed robbery or minor assaults or thefts.

**Fire – Life or Residential Structure Threat:** Requests for assistance from Fire agencies for aviation support that is a direct, verified threat to life or residential structures. Examples include fires threatening residential structures. Sub-divisions, general public or fire fighter safety.

**Fire – Non-Life/Non-Residential Structure Threat:** Requests for assistance from Fire agencies for aviation support. Examples include surveillance only or suppression in difficult to reach areas with ground resources or limited ground resources with no threat to general public, fire fighters or residential structures.

Location	*(Scene) Medical	*(Scene) Trauma	*(Hospital) Medical	*(Hospital) Trauma
<b>In System</b> (Austin/ Travis County)	(Priority 1) <u>1.MPD Priority 1 or 2 Medical call w/ Medic Unit &gt;20 minutes response time</u> <u>2. Dispatch</u>  Other -- <u>Only on request of on-scene system-credentialed personnel</u>	(Priority 1) <u>1. MPD Priority 1 Trauma call or Trauma ALERT criteria with appropriate patient benefit. Does not include pin-in, entrapment or multi-patient events</u> <u>2. Dispatch</u>  Other – Air <u>Communications Specialist or Communications Supervisor discretion based on anticipated EMS Transport unit response and/or transport time to appropriate Trauma or Specialized Center, pt count, etc.</u>	(Priority 2) <u>1. Travis County based Hospital</u> <u>2. Dispatch</u>	(Priority 1) <u>1. Travis County based Hospital</u> <u>2. Dispatch</u>
<b>Out of System</b> Bastrop, Bell, Blanco, Burnet, Burleson, Caldwell, Comal, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kendall, Lampasas, Lee, Llano, Milam, San Saba, Williamson	(Priority 1) <u>1. Dispatch</u>	(Priority 1) <u>1. Dispatch</u>	(Priority 1) <u>1. Travis County based Hospital</u> <u>2. Requires Accepting Hospital Approval</u> <u>3. Dispatch</u>	(Priority 1) <u>1. Travis County based Hospital</u> <u>2. Dispatch</u>
<b>Out of Region</b> Counties not listed above	(Priority 3) <u>1. Requires STAR Flight Command Approval</u> <u>2. Notify "STAR Flight Command page"</u>	(Priority 3) <u>1. Requires STAR Flight Command Approval</u> <u>2. Notify "STAR Flight Command page"</u>	(Priority 3) <u>1. Requires STAR Flight Command Approval</u> <u>2. Notify "STAR Flight Command page"</u>	(Priority 3) <u>1. Requires STAR Flight Command Approval</u> <u>2. Notify "STAR Flight Command page"</u>

Location	*(Rescue) Life Threat	(Rescue) Non-Life Threat	*(Search) Life Threat	(Search) Non-Life Threat
<b>In System</b> (Austin/ Travis County)	(Priority 1) <b>1. Dispatch</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 1) <b>1. Dispatch</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"
<b>Out of System</b> Bastrop Bell Blanco Burnet Burleson Caldwell Comal Fayette Gillespie Gonzales Guadalupe Hays Kendall Lampasas Lee Llano Milam San Saba Williamson	(Priority 1) <b>1. Dispatch</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 1) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"
<b>Out of Region</b> Counties not listed above	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires STAR Flight Command Approval</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"

"**STAR Flight** "Notify" Command page" is a CAD auto-page alert:

**STAR Flight** "Approval" Command page is a page from the paging system:

Both Paging Groups will include:

1. Program Manager
2. Director of Aviation
3. Chief Pilot
4. **STAR Flight** District Commander
5. **STAR Flight** Clinical Commander

**STAR Flight** currently serves the 19 Counties listed below:

1. Bastrop
2. Bell
3. Blanco
4. Burnet
5. Caldwell
6. Comal
7. Fayette
8. Gillespie
9. Gonzales
10. Guadalupe
11. Hays
12. Lee
13. Kendall
14. Lampasas
15. Lee
16. Llano
17. Milam
18. San Saba
19. Williamson

(These will be listed and attached to each console at communications)

This dispatch matrix complies with Operational Control criteria as outlined in Federal Aviation Administration (FAA) Operations Specifications A008.

Willy Culberson, Director of Aviation  
Travis County **STAR Flight**

### **Call Prioritization**

- Priority 1 Trauma normally takes precedent over Priority 1 Medicine
  - Consider patients with known time dependant medical events requiring rapid in-hospital treatment STROKE/STEMI ALERT at the same level as Priority 1 Trauma
- Life-Threatening Rescue is considered a Priority 1 Trauma category
- Calls with equivalent priority are treated on a first come, first served basis

### **Rescue**

- Categories:
  - ◆ DO NOT DIVERT FROM HIGH PRIORITY RESCUE once assigned, contact **STAR Flight** Command for diversion from lower priority rescue calls
  - ◆ Remember: **it takes an average of 10 minutes to rig the helicopter for rescue operations**

### **Law and Fire**

- Out-of-System MUST have **STAR Flight** Command approval.
- Remember: **it takes an average of 10-15 minutes to rig (and remove) the FIRE Bucket**

### **Diverting**

- Only to a higher priority call
- **In-System Scene**
  - ◆ Divert from medical scene to trauma scene based system status (i.e. JUDGMENT CALL- consider flight time, ground response, number / condition of patient(s))
- **Out-of-System**
  - ◆ The **STAR Flight** Command MUST approve of ALL OUT-of-SYSTEM diversions. Someone from **STAR Flight** Command group with Operational Authority will be available by cell phone/pager at all times for diversion or mission approvals. This number will be continuously updated in Communications
- **Fire Bucket**
  - ◆ Prior to diverting from a Fire Bucket operation, contact Pilot or Crew Chief to confirm estimated time it will take to remove bucket and if necessary re-fuel

### **Other Aero-Medical Services**

- If **STAR Flight** is unavailable for a call, ask if they want assistance with another aero-medical program
  - Air Life 1-800-247-6428
    - San Antonio, New Braunfels, Kerrville
  - PHI 1-800-321-9522
    - Georgetown, Killeen, College Station
  - Air Evac Lifeteam 1-800-247-3822
    - LaGrange, San Marcos, Marble Falls, Killeen
  - Herman Life Flight 1-800-392-4357
    - Houston area

### **On-Scene STAR Flight Notification**

- Notify the crew of all potential or pending **STAR Flight** calls

### **Delayed Responses**

- If the call has been holding greater than 15 minutes: reconfirm need for **STAR Flight** with requesting agency prior to launch

Location	Law - Life Threat	Law-Non-Life Threat	Fire- Life/Residential Structure Threat	Fire- Non-Life/Non-Residential Structure Threat
<b>In System</b> (Austin/ Travis County)	(Priority 3) <b>1. Dispatch</b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Dispatch</b> Within Travis County these request should come from the County Resource Coordinator (CRC) 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> Within Travis County these request should come from the County Resource Coordinator (CRC) 2. Notify " <b><u>STAR Flight</u></b> Command page"
<b>Out of System</b> Bastrop Bell Blanco Burnet Burlson Caldwell Comal Fayette Gillespie Gonzales Guadalupe Hays Kendall Lampasas Lee Llano Milam San Saba Williamson	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. At the request from In-System agency- <b><u>Dispatch</u></b> 3. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 3. Notify " <b><u>STAR Flight</u></b> Command page"
<b>Out of Region</b> Counties not listed above	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"	(Priority 3) <b>1. Requires <u>STAR Flight Command Approval</u></b> 2. Notify " <b><u>STAR Flight</u></b> Command page"

**Dispatch Guidelines:**

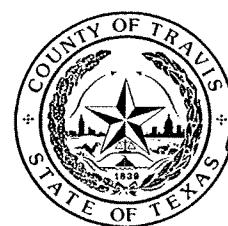
**Travis County based Hospitals**

- These are hospitals that are located in Travis County and have approved heli-pads to receive **STAR Flight** transports.
- University Medical Center at Brackenridge
- Seton Medical Center
- Dell Children's Medical Center
- Heart Hospital
- St. David's Medical Center
- St. David's Medical Center South Austin
- St. David's Medical Center North Austin
- Exceptions- based on frequency of request and past approval processes the following non-Travis County destinations are approved
  - Seton Highland Lakes to Seton Williamson County
  - University Medical Center at Brackenridge (UMBC) to Brooke Army Medical Center (BAMC)

# TRAVIS COUNTY COMMISSIONERS COURT

## AGENDA REQUEST

Last Updated 3-26-09



**VOTING SESSION:** March 31, 2009

I. Request made by: Alicia Perez, Administration Operations, Executive Manager  
Roger Jefferies, JPS, Executive Manager

Requested topic: RECEIVE UPDATE ON EFFORTS TO ENHANCE EMPLOYMENT OPPORTUNITIES FOR EX-OFFENDERS IN TRAVIS COUNTY INCLUDING THE STATUS OF THE MOVE THE BOX POLICY AND OFFENDER WORKFORCE DEVELOPMENT PROGRAM (OWD)

Approved by: \_\_\_\_\_

(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- Kimberly Pierce, CJP, Planning Manager 854-4764
- Linda Moore Smith, HRMD, Director, 854-4820
- Kristine Nilsen, HRMD, Interim Assistant Director, 854-4820
- Geraldine Nagy, CSCD, Director, 854-4608
- Terri Roeber, Adult Probation Employment Specialist, 854-7692
- Mary Moran, Offender Workforce Development Administrator, 854-6497

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
- Grant

**Human Resources Department (854-9165)**

- Change in your department's personnel (reorganization, restructuring, 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:**

All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting



## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Alicia Perez, Executive Manager, Administrative Operations  
Roger Jefferies, Executive Manager, Justice and Public Safety

**From:** Linda Moore-Smith, Director, Human Resources  
Kimberly Pierce, Planning Manager, Criminal Justice Planning  
Mary Moran, Offender Workforce Development Specialist  
Kristine Nilsen, Interim Staffing, Training, and Employee Relations Mgr.

**Date:** March 24, 2009

**Subject:** Receive Update on Status of Move the Box Policy and Offender Workforce Development Program (OWD) in Travis County

### **Proposed Agenda Item**

RECEIVE UPDATE ON EFFORTS TO ENHANCE EMPLOYMENT OPPORTUNITIES FOR EX-OFFENDERS IN TRAVIS COUNTY INCLUDING THE STATUS OF THE MOVE THE BOX POLICY AND OFFENDER WORKFORCE DEVELOPMENT PROGRAM (OWD).

### **Staff Presentation**

Please find attached a presentation on the status of two efforts made by Travis County to enhance employment opportunities for ex-offenders in the community. These efforts include removing the box indicating criminal history from the Travis County employment application approved by the Commissioners Court in April 2008, and the Offender Workforce Development program begun in 2007.

### **Highlights of the Status of the "Move the Box" Policy –**

Recognizing that qualified individuals for many positions may be eliminated from employment consideration due to criminal history disclosure up front on the Travis County employment application, the Commissioners Court voted in April 2008 to eliminate the box indicating criminal history on the Travis County employment application. All applicants, including those with criminal backgrounds, have been encouraged to research job vacancies within the County and apply if otherwise qualified.

In the hiring guidelines that were adopted, it is noted that some positions may require a criminal background check, which is now indicated in the job posting announcement. For these positions, a criminal history does not necessarily disqualify an applicant from being considered for the position. Circumstances such as length of time since offense, seriousness of the offense, frequency of criminal incidents, and other mitigating factors are considered. For some positions in the County, a criminal background check is still required. This restriction is also noted in the job posting announcement.

As part of the implementation of this policy, the Offender Workforce Development (OWD) Program and the Human Resource Management Department (HRMD) surveyed 47 departments regarding hiring individuals with criminal backgrounds. Of those, 29 departments had positions for which ex-offenders were eligible.

Since approval of the "move the box" policy, HRMD has conducted 185 criminal background checks resulting in 147 individuals being hired. Of the 147 hired, 20 were ex-offenders.

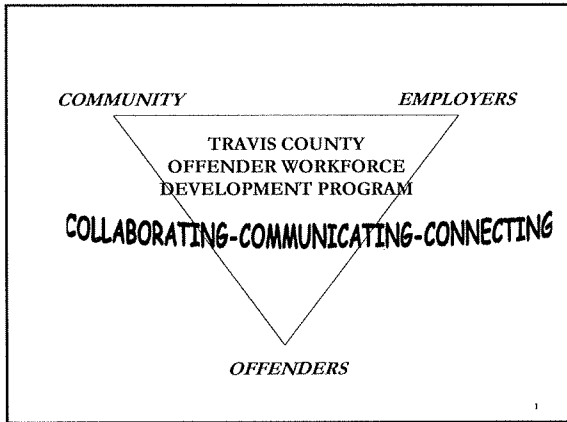
### **Highlights of the Offender Workforce Development Program –**

The Offender Workforce Development (OWD) Program was implemented to enhance employment opportunities for ex-offenders in Travis County. The specialist hired to implement the program works with individual offenders in the community to help them prepare for employment and find jobs. The specialist also identifies and facilitates training for others in Travis County who possess an interest in helping ex-offenders find employment. To date:

- 12 Offender Workforce Development Specialists and 169 Offender Employment Specialists have been identified and trained.
- 2,846 ex-offenders have been referred to employment readiness and job opportunities.
- 418 job placements for this population have been confirmed.

The attached presentation provides more detail for both of these programs. Also included in the package are the following items of information:

- Hiring Brochure with hiring guidelines (provided to prospective applicants)
- Offender Workforce Development Stats for FY 2008/Year to Date FY 2009
- OWD Referral Forms (used by Travis County departments to refer applicants and current employees to OWD resources)
- Public Service Announcement (to be played at Commissioners Court session)



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- CURRENT TEAM MEMBERS**
- MARY MORAN – Criminal Justice Planning
  - SANDRA ALARDIN – Goodwill Industries
  - CHRIS DOUGLAS – A New Entry
  - ROCHION GREGG – City of Austin
  - ERIN NELSON – Criminal Justice Planning
  - CHERYL SELBY- A Network For Life
  - MATTHEW VELOZ – Workforce Solutions
- 2

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- ACCOMPLISHMENTS WITH ADULT PROBATION (AP)**
- 36 Probation Officers have become certified Offender Employment Specialists (OES)
  - Probation Officers have developed an internal team and offer quarterly job fairs for probationers
  - AP Employment Resource Specialist developed employment pamphlets that are utilized at job fairs and trainings as well as creating a weekly job listing of offender friendly employers
  - Offer a monthly Offender Workforce Development (OWD) orientation on job readiness and job leads
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**PARTNERSHIP WITH  
HUMAN RESOURCES  
MANAGEMENT DEPARTMENT**

- Collaborated with HRMD staff to conduct a hiring survey of all county departments
- Assisted HRMD staff with two focus groups with recently hired TNR employees
- Reviewed training programs
- Three HRMD staff are OES certified
- One TNR HR staff is OES certified

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**OFFENDER EMPLOYMENT  
SPECIALIST (OES) TRAINING  
CLASSES**

- Conducted seven classes and have trained 169 community participants
- Out of the 169 community participants 84 work directly with offenders
- Out of the 84 who work directly with offenders 36 are Probation Officers
- Three OES classes are scheduled for 2009

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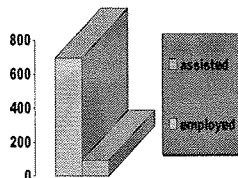
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**OES NUMBERS**

- 695 offenders assisted in fiscal year 2008\*
- 92 offenders found employment\*

\*Numbers reflect only those reported



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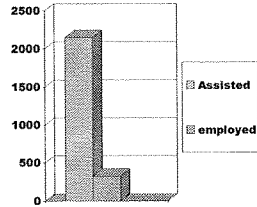
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### OWD PROGRAM

- 2,151 offenders assisted in fiscal year 2008\*
- 326 offenders found employment\*



\*Numbers reflect only those reported beginning April 2008

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### TOP THREE INDUSTRIES

- 118 - Hired with Food Services
- 108 - Construction
- 67 - Temp Agencies

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### COMBINED OES/OWDS PROGRAM NUMBERS

- 2,846 Offenders were assisted with job referrals, job readiness training and community resources
- 418 Offenders reported they were employed

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### MARY MORAN'S NUMBERS

- Assisted 206 individuals in FY 2008
- 43 found employment\*
- 3 are employed with Travis County
- 2 will be completing a year of employment in February and May

\*Number reflects only those that reported

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### OTHER ACCOMPLISHMENTS

- Helped plan, organize, and participated in two County Jail Career/Resource Fairs
- Participated in 12 State Jail Career/Resource Fairs
- Organized Community Career/Resource Fair with over 1,500 attendees
- Presented Job Readiness training series to the Commitment to Change (CTC) Program at the State Jail
- Created an Offender-friendly employer database

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### ACCOMPLISHMENTS cont'd.

- Awarded \$25,000 Grant from the National Institute of Corrections to conduct the upcoming OWDS training in our county
- Partnered with Workforce Solutions-North to provide training site for OWDS training in 2009
- Completed Public Service Announcement (PSA) for Offender Workforce Development Program
- Completed an action plan for 2009
- Fiscal Year to Date 2009 figures are 3,085 served with 292 placed in employment

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Ex-Offender Hiring Practices – Status Report

**Recent Survey Results:**

- 39 departments completed survey
- 667 classified positions
- 90% of all classified positions require a criminal background check (CBC)
- Roughly 66% of all positions requiring a CBC are open to ex-offenders pending evaluation of criminal history

Source: Travis County Human Resources Management Department

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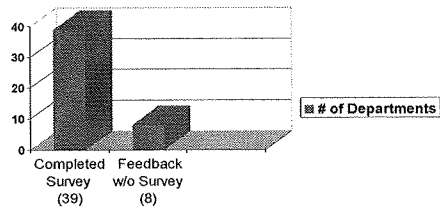
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Ex-Offender Hiring Practices – Status Report

47 Travis County Departments were requested to complete a survey identifying all classified positions that require criminal background checks



Source: Travis County Justice and Public Safety and HRMD

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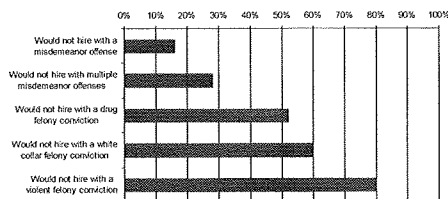
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Ex-Offender Hiring Practices – Status Report

**Previous Survey of Twenty-five (25) Travis County Department's Hiring Practices**



Source: Travis County Justice and Public Safety Survey (12/07)

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Ex-Offender Hiring Practices – Status Report

**Hiring statistics since 5/1/08:**

- 185 criminal background checks have been conducted for required positions
- 147 applicants were hired
- 20 applicants hired with criminal history record

Source: Travis County Human Resources Management Department

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Ex-Offender Hiring Practices – Status Report

**Hiring statistics since 5/1/08  
(continued):**

- 32 consultations with hiring managers
- 20 hired with criminal record
- 85% retention

Source: Travis County Human Resources Management Department

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Ex-Offender Hiring Practices – Status Report

**Vacancy Announcement Request (VAR) Form:**

- Over 400 new VAR's received since implementing new form on 5/7/08
- Slow adoption with departments utilizing new form 100% as of 8/18/08
- Background verification distinctions on the new VAR help eliminate ambiguity

Source: Travis County Human Resources Management Department

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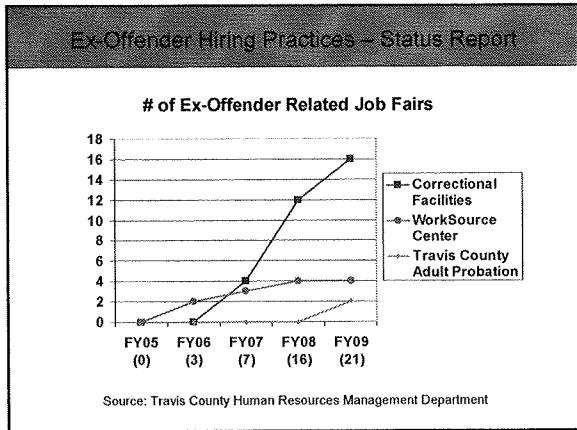
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- ### Ex-Offender Hiring Practices – Status Report
- #### Results of Collaborative Efforts
- Conducted hiring survey of all departments
  - Developed Ex-Offender Hiring Guidelines Brochure
  - HRMD staff attended 3-day Offender Employment Specialist (OES) Training
  - Focus groups sessions conducted with employees to identify issues and develop follow-up action
  - Reviewed training programs
  - OWDP Referral Forms
- Source: Travis County Human Resources Management Department

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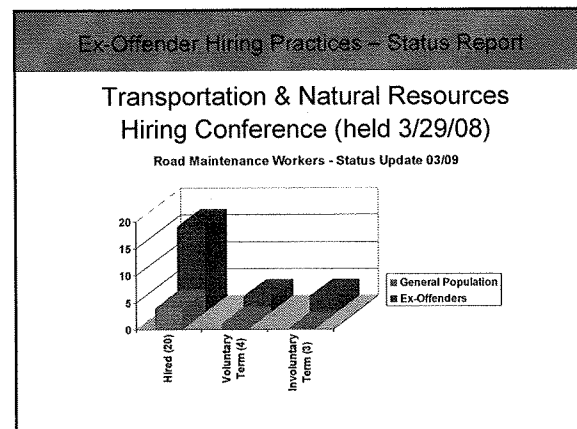
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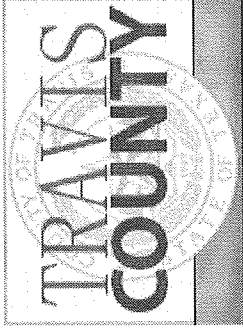
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## Guidelines for Hiring Ex-Offenders

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## The Offender Workforce Development Program

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Information for  
Job Seekers and Employers

Travis County  
Human Resources Management Dept.  
1010 Lavaca Street, 2nd Floor  
Austin, TX 78701  
(512) 854-9165

Travis County administers the Offender Workforce Development (OWD) Program. Activities are coordinated by the Criminal Justice Planning Department (CJP) with staff assistance from the Adult Probation Department.

\* \* For more information contact \* \*

Mary E. Moran

Offender Workforce Development

Administrator

512-854-6497 - voice

512-854-4417 - fax

[mary.moran@co.travis.tx.us](mailto:mary.moran@co.travis.tx.us)

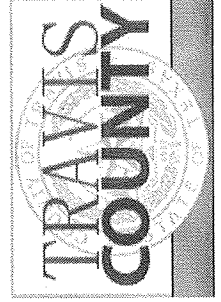
Terri Roeber

Employment Resource Specialist

512-854-7692 - voice

512-854-4606 - fax

[terri.roeber@co.travis.tx.us](mailto:terri.roeber@co.travis.tx.us)



## Offender Workforce Development Program

Travis County's Offender Workforce Development (OWD) Program . . .

- develops partnerships with area employers to provide jobs
- offers job readiness training to ex-offenders
- provides connectivity to case management services which aids ex-offenders in sustaining long-term employment

The OWD Job Readiness Orientation includes some of the following:

- Career Assessment
- Resume Skill Building
- Interviewing Skills
- Community Resource Referrals
- Job Leads

A team of dedicated Offender Workforce Development Specialists conduct quarterly Offender Employment Specialist training sessions throughout the county to assist ex-offenders to obtain sustainable employment.

Travis County recognizes that ex-offenders often face a barrier to finding gainful employment after being incarcerated. To help minimize the barriers to reentering the workforce, the Travis County Commissioners Court established . . .

### Guidelines for

### Hiring Ex-Offenders

- Travis County seeks to promote the successful reintegration of persons with a criminal history by providing them with opportunities to obtain gainful employment within Travis County and the private sector.
- Travis County recognizes that qualified individuals may be screened out from employment consideration due to the required disclosure of a criminal history.
- Travis County delays requesting information regarding criminal history until later in the employment application process.

- Travis County encourages every applicant, including those with a criminal background, to research job vacancies and apply, if qualified.
- Travis County job vacancy announcements will explicitly state if a criminal background check is required.
- Travis County will notify applicants selected for an initial job interview if a criminal background check is required. Applicants will be given the option to accept or reject the interview.
- Travis County does not automatically disqualify an applicant with a criminal history.
- Travis County considers the length of time since the offense, seriousness of the offense, frequency of criminal incidents and other mitigating factors when reviewing the criminal history of applicants.



The Travis County Human Resources Management Department (HRMD) has incorporated the County's ex-offender hiring initiative into its recruitment strategy to fill vacant positions. The HRMD staff routinely attend job fairs for incarcerated individuals ready for release from state and local jails. Participation in such targeted events provides an opportunity for ex-offenders to personally meet with recruiters including those from Travis County to discuss employment opportunities. The Human Resources Management Department publishes a weekly job listing of available positions. The weekly job list is updated each Monday and is available through the following sources:

- The Human Resources Management Department, Mon – Fri, 8 am – 5 pm
- Travis County TV Cable Channel 17
- [www.TravisCountyJobs.org](http://www.TravisCountyJobs.org)

For more information contact:

Travis County

Human Resources Management Dept.  
 1010 Lavaca Street, 2nd Floor  
 Austin, TX 78701  
 (512) 854-9165

Justice and Public Safety  
 Monthly Performance Indicators  
 Offender Workforce Development

	2008												Totals		FY08 Target	% of Target Achieved		
	2007	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP			FY 2007 YTD	FY 2008 YTD
<b>CTC/Pilot Project Efforts:</b>																		
# of Individuals Referred																		
# of Individuals Placed																		
Ad Hoc Referrals:																		
Total Referrals Made																		
Via Telephone																		
Via Appointment																		
<b>OWDS Training:</b>																		
# of People on OWDS Team																		
# of Reports Received																		
# of Individuals Referred																		
# of Individuals Placed																		
<b>OES training:</b>																		
# of OES Trainings																		
# of OES trained individuals																		
# of Reports Received																		
# of Individuals Referred																		
# of Individuals Placed																		
<b>Job Fairs:</b>																		
# of Job Fairs																		
County Jail																		
State Jail																		
# of Employers Attending																		
County Jail																		
State Jail																		
# of Inmates Attending																		
County Jail																		
State Jail																		
Total Individuals Placed																		
County Jail																		
State Jail																		
<b>Resource Fairs:</b>																		
State Jail																		
County Jail																		

Justice and Public Safety  
 Monthly Performance Indicators  
 Offender Workforce Development

	2009												Totals	FY 2008 YTD	FY 2009 YTD	% Change FY08 to FY09 TD	FY09 Target	% of Target Achieved
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV						
<b>CTC/Pilot Project Efforts:</b>																		
# of Individuals Referred																		
# of Individuals Placed																		
<b>Ad Hoc Referrals:</b>																		
Total Referrals Made	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Via Telephone	9	8	9	17	13	16	10	16	23	18	22	7	6	19	35	134	191%	
Via Appointment	1	2	1	3	2	4	12	17	2	11	18	71	10	1	99	>100%		
<b>OWDS Training:</b>																		
# of People on OWDS Team	10	10	10	10	10	10	9	9	7	7	7	7	7	10	7	7	>100%	
# of Reports Received	3	5	7	133	370	273	265	204	149	256	410	327	6	16	25	80	32%	
# of Individuals Referred	38	126	133	370	273	265	204	149	256	410	327	6	19	993	200	>100%		
# of Individuals Placed	5	44	30	50	50	22	53	28	59	44	54	26	-	124	125	99%		
<b>OES training:</b>																		
# of OES Trainings	0	0	1	0	0	1	0	0	1	0	0	1	0	1	1	4	25%	
# of OES trained individuals	0	0	23	0	0	21	0	0	29	0	0	25	0	25	0	80	32%	
# of Reports Received	0	0	1	0	0	4	7	14	9	6	14	7	5	2	26	400	7%	
# of Individuals Referred	0	0	2	0	0	15	179	249	178	66	331	192	133	28	656	300	131%	
# of Individuals Placed	0	0	0	0	0	3	33	35	14	10	25	21	16	9	62	300	21%	
<b>Job Fairs:</b>																		
# of Job Fairs	1	1	1	1	1	1	1	1	1	1	2	1	1	1	4	4	100%	
County Jail	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	50%	
State Jail	0	1	1	1	1	1	1	1	1	1	1	1	1	1	3	2	150%	
# of Employers Attending	6	3	4	3	3	3	3	3	3	8	3	3	3	-	14	12	117%	
County Jail	6	0	0	0	0	0	0	0	0	0	5	0	0	-	5	-	-	
State Jail	0	3	4	3	3	3	3	3	3	3	3	3	3	-	9	-	-	
# of Inmates Attending	160	88	60	77	70	70	70	70	70	175	50	49	0	274	500	55%		
County Jail	160	0	0	0	0	0	0	0	0	105	0	0	0	105	320	33%		
State Jail	0	88	60	77	70	70	70	70	70	70	50	49	-	169	160	106%		
Total Individuals Placed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	20	0%	
County Jail	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
State Jail	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
<b>Resource Fairs:</b>																		
State Jail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
County Jail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Totals:</b>																		
Total Referrals Made	10	10	50	143	396	463	527	390	224	597	610	468	48	1675	-	>100%		
Total Placements Made	0	0	5	46	30	53	55	89	43	70	69	75	42	186	-	-		

# REFERRAL TO OFFENDER WORKFORCE DEVELOPMENT

Last Updated 3-26-09

(Please e-mail form to mary.moran@co.travis.tx.us, and provide a copy to applicant)

Offender Workforce Development Program  
Travis County Criminal Justice Planning  
5501 Airport Blvd. Suite 203-A  
Austin, TX 78752  
(512) 854-6497

Applicant Information	
Name:	Phone Number:
Address:	Education Level:
Date of Birth:	

DATE REFERRED:

REFERRED BY:

REASON FOR REFERRAL:

SERVICE REQUESTED (Check box)

Literacy       Job Readiness       ID/TXDL       Housing       Transportation

For Internal Use Only:

Skills:

Prior Employment and Dates of Employment:

Comments:

## Travis County Employee Referral to Offender Workforce Development Program (OWDP)

**Date Referred:**

**Employee Name:**

**Department:**

**Employee Title Position:**

**Supervisors Name and  
Phone Number:**

**Work Location:**

**Reason for Referral**

**Travis County Work History:**

- Has been employed less than 90 days
- Has been employed more than 90 days
- Has completed probationary period
- Probation Period extended

**Please select from the list below the service or services you would like your employee to receive:**

- Anger Management  Job Retention
- Effective Communication  Basic Needs  Transportation
- Substance Abuse  Conflict Resolution  Other (please explain)

**Employee Referred by OWDP to Agency below:**

**Agency Name:**

**Address:**

**Date Referred:**

**Phone Number:**

**Agency Contact:**

**Referred Agency's Response\*\*\*:**

**Service Provided:**

**Start Date:**

**Phone Number:**

**Fax Number:**

**Email Address:**

**Date Completed:**

**Comments:**

\*\*\*\*Service Provider please fax completed form to Mary Moran at (512) 854-4786 or e-mail to [mary.moran@co.travis.tx.us](mailto:mary.moran@co.travis.tx.us) .





# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

12

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31 2009**

**REQUESTED ACTION:** DECLARE LISTING OF EQUIPMENT AS SURPLUS PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE, AND ORDER DESTROYED PURSUANT TO SECTION 4 (b) (1) OF THE LIRAP CONTRACT. (FIXED ASSETS)

**Points of Contact:**

**Purchasing:** Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**TNR:** Mike Joyce, Fleet Mgr., Cory Manchaca, LIRAP Rep., Adele Noel., Program Mgr.

**Other:** N/A

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

On January 6, 2009 the Court approved TNR'S request to replace two compactor rollers and use local initiative project contract to pay for 50% of the cost of replacement rollers.

The LIRAP agreement, previously approved by the Court, orders that the surplus compactor rollers may not be resold or reused in this or another state but must be destroyed.

**APPROVED ( ) DISAPPROVED ( )  
BY COMMISSIONERS COURT ON**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COUNTY JUDGE**

CODE	MISC	ACQ TYPE	YEAR	TAG	IMP	DSEC	SERIAL	COST	INS	DEP	DIV	P.O.	ASSET	LOC	STAT	ACCT
ASG	128075 , PAUL SMITH	PO	1995	91375	0	ROLLER, VIBRATORY, CHAMPION 660	X100529X	\$ 66,573.00	\$-	49	41	79595	35237	LIRAP	A	8061
ASG	8493 , LARRY DEGLANDON	PO	1991	68187	0	ROLLER, DRUM, CATERPILLAR, M/N CB-214B, DUAL	6LF00577	\$ 18,088.00	\$-	49	41	15217	7089	LIRAP	A	8061



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

13

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/23/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR NATIVE HARVEST SEEDING AND PLANTING SERVICES, IFB B090164-DR, TO THE SOLE BIDDER, ENVIRONMENTAL SURVEY CONSULTING. (TNR)

**Points of Contact:**

**Purchasing:** Donald Rollack

**Department:** Christina Jensen, 854-9383; Joseph Gieselman, Executive Manager, TNR, 854-9383

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

This contract will provide native harvest seeding and planting services for Travis County parks and projects.

IFB B090164-DR was issued February 10, 2009 through Bidsync. Purchasing received one bid.

The department recommends contract award to the sole bidder, Environmental Survey Consulting.

➤ **Contract Expenditures:** Within the last 10 months \$0.00 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements

Contract Type: Annual

Contract Period: May 17, 2009 through May 16, 2010

**Solicitation-Related Information:**

Solicitations Sent: 21

Responses Received: 1

HUB Information: N/A

% 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 HTE
- \*Funding Account(s) 099-4941-621-6099 and 001-4915-621-6099
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Fund Forms: Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

\* At least one of these must be included

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

CYG:DR:dr

RECEIVED  
TRAVIS COUNTY

2009 MAR 12 PM 4:06



**TRANSPORTATION AND NATURAL RESOURCES PURCHASING**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER OFFICE**

---

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

March 9, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Gieselman for*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bid, IFB# **B090164-DR**  
**Native Harvest Seeding and Planting Services**

TNR has reviewed the above referenced bid and recommends award to the only responsive bidder, Environmental Survey Consulting.

The commodity/sub-commodity code for this contract is 988/052. The primary budget line items will be 001-4915-621-6099 and 099-4941-621-6099.

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

*JPG* CJ:JPG:cj  
Contract File

**Supplier Totals**

**Environmental Survey Consulting**

**\$11,427.50 (23/23 items)**

Bid Contact **Devin Grobert**  
**[dgrobert@envirosurvey.com](mailto:dgrobert@envirosurvey.com)**  
**Ph 512-458-8531**

Address **4602 Placid Place**  
**Austin, TX 78731**

**Agency Notes:**

**Supplier Notes:**

```

GM200I13                                TRAVIS COUNTY                                3/16/09
Fiscal Year 2009                        Account Balance Inquiry                        13:51:41
Account number 1-4915-621.60-99 . :    1-4915-621.60-99
Fund . . . . . : 001 GENERAL FUND
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)
Division . . . . . : 15 STORMWATER MANAGEMENT
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)
Element . . . . . : 60 OTHER PURCHASED SERVICES
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 6,850
Revised budget . . . . . : 154,496 10/01/2008
Actual expenditures - current . . . . . : .00
Actual expenditures - ytd . . . . . : 65,984.00
Unposted expenditures . . . . . : .00
Encumbered amount . . . . . : 81,662.00
Unposted encumbrances . . . . . : .00
Pre-encumbrance amount . . . . . : .00
Total expenditures & encumbrances: . . . . . : 147,646.00 95.6%
Unencumbered balance . . . . . : 6,850.00 4.4

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

```

Fiscal Year 2009

Account Balance Inquiry

13:52:03

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 OTHER PURCHASED SERVICES

Last Updated 3-26-09

Original budget . . . . .	434,686	
Revised budget . . . . .	582,834	12/04/2008
Actual expenditures - current . . . . .	24,654.39	
Actual expenditures - ytd . . . . .	40,450.80	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	50,043.44	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	100,000.00	
Total expenditures & encumbrances:	215,148.63	36.9%
Unencumbered balance . . . . .	367,685.37	63.1

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





# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9187

14

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/23/09*

**Voting Session: Tuesday, March 31, 2009**

REQUESTED ACTION: APPROVE SOLE SOURCE EXEMPTION AND CONTRACT AWARD WITH AUSTIN AMERICAN – STATESMAN FOR NEWSPAPER ADVERTISING SERVICES. (PURCHASING OFFICE)

**Points of Contact:**

**Purchasing:** Donald Rollack, 854-9700

**Department:** Patricia Estrada, 854-9700; Cyd V. Grimes C.P.M., Travis County Purchasing Agent, 854-9700

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

This sole source purchase will provide advertising of Travis County business opportunities, public notices and election information. We currently have a contract with the Austin Chronicle newspaper which we mainly use for advertising solicitations. However, in occasional situations we are forced to advertise in the Statesman. Additionally, other elected officials choose the Statesman over the Chronicle for their public notices. These departments have been advised of the cost savings in using the Chronicle over the Statesman.

The County may unilaterally extend this contract for five (5) additional one (1) year periods and three (3) additional one (1) month periods.

**Contract Expenditures:** Within the last 10 months \$177,310.76 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated requirements

Contract Type: 12 month contract

Contract Period: May 28, 2009 through May 27, 2010

➤ **Statutory Verification of Funding:**

- \*  Purchase Requisition in HTE
- Funding Account(s) 001-1510-526-6029

➤  Comments: Requisitions will be entered as services are required.

➤ **Statutory Verification of Funding:**

Contract Verification Fund Forms: Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

CVG:DR:dr

**ORDER EXEMPTING  
PURCHASE OF DAILY NEWSPAPER ADVERTISING SERVICES FROM REQUIREMENTS OF  
THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Purchasing Agent and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of daily newspaper advertising services in a general circulation newspaper for Travis County.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of daily newspaper advertising services from Austin American – Statesman is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of services that can be obtained from only one source.

Signed and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Samuel T. Biscoe, County Judge  
Travis County, Texas

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Ron Davis  
Commissioner, Precinct 1

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Sarah Eckhardt  
Commissioner, Precinct 2

---

Karen Huber  
Commissioner, Precinct 3

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Margaret Gomez  
Commissioner, Precinct 4

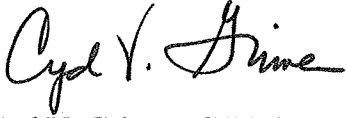
March 31, 2009

TO: Commissioners Court  
Travis County, Texas

SOLE SOURCE ACQUISITION OF DAILY NEWSPAPER ADVERTISING SERVICES

I certify that the purchase of daily newspaper advertising services for Travis County constitutes a sole source procurement, and is only available through Austin American – Statesman. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) and is exempt from competitive bidding.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.



Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

APPROVED ( )      DISAPPROVED ( )

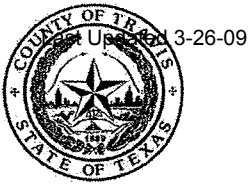
BY COMMISSIONERS COURT ON

\_\_\_\_\_  
(DATE)  
\_\_\_\_\_

Account number 1-1510-526.60-29  
 Last updated 3-26-09  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 15 PURCHSG & INVENTORY MGMT  
 Division . . . . . : 10 ADMINISTRATION  
 Activity basic . . . . . : 52 GENERAL GOVERNMENT  
 Sub activity . . . . . : 6 PURCHSG & INVENTORY MGMT  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 29 ADVERTISING/PUBLIC NOTICE

Original budget . . . . .	:	135,272	
Revised budget . . . . .	:	136,624	02/05/2009
Actual expenditures - current . . .	:	3,238.61	
Actual expenditures - ytd . . . . .	:	88,083.92	
Unposted expenditures . . . . .	:	.00	
Encumbered amount . . . . .	:	15,252.78	
Unposted encumbrances . . . . .	:	.00	
Pre-encumbrance amount . . . . .	:	.00	
Total expenditures & encumbrances:		106,575.31	78.0%
Unencumbered balance . . . . .	:	30,048.69	22.0

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



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

15

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR AMMUNITION, IFB B090070-NB, TO THE LOW BIDDER, GT DISTRIBUTORS, INC. (SHERIFF'S OFFICE)

**Points of Contact:**

**Purchasing:** Nancy Barchus 854-9764

**Department:** TCSO, Sheriff Greg Hamilton (512) 854-9770, Maria Wedhorn (512) 854-44474

**County Attorney (when applicable):** John Hille, 854-9415

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

This contract requires the vendor to supply ammunition to Travis County Sheriff's Office and other Travis County law enforcement and public safety departments.

On January 5, 2009, IFB # B090070-NB was issued through RFP Depot. Five (5) bids were received on January 28, 2009. The Purchasing Office concurs with Travis County Sheriff's Office's recommendation to award on an all or none basis, a contract to the low bidder, GT Distributors, Inc. who bid all items.

- **Contract Expenditures:** Within the past 12 months \$52,635.27 has been spent against this requirement.
- **Contract-Related Information:**
  - Award Amount: Estimated requirements, as needed basis
  - Contract Type: Annual
  - Contract Period: March 31, 2009 through March 30, 2010

- **Solicitation-Related Information:**

Solicitations Viewed: 34

Responses Received: 5

HUB Information: 0

% HUB Subcontractor: N/A

Last Updated 8-26-09

**Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account: 001-3706-583-3055
- Comments: Requisitions will be entered into H.T.E. as needed.

➤ **Statutory Verification of Funding:**

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

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

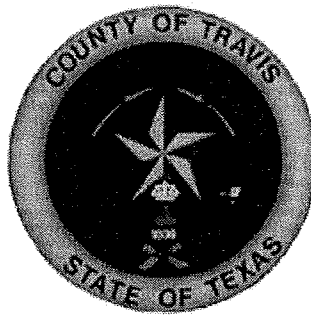
\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

**Bid Tabulation Packet  
for  
Solicitation B090070-NB**

**AMMUNITION**



**Travis County**



### Bid #B090070-NB - AMMUNITION

Creation Date **Nov 13, 2008**

End Date **Jan 28, 2009 12:00:00 PM CST**

Start Date **Jan 5, 2009 10:32:07 AM CST**

Awarded Date **Not Yet Awarded**

<b>B090070-NB-1-01 DUTY AMMUNITION: Speer Lawman Gold Dot 357 Magnum Duty Ammo or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$0.00	100 / box	\$0.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: No Bid</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$14.05	100 / box	\$1,405.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: GS357MA</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON GOLDEN SABER BONDED 100% EQUAL			
GT Distributors, Inc.	First Offer - \$24.20	100 / box	\$2,420.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: SPEER 53960</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B090070-NB-1-02 DUTY AMMUNITION: Speer Lawman Gold Dot 9mm Duty Ammo or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Tactical Supply LLC	First Offer - \$12.05	400 / box	\$4,820.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: 90285</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Hornady Duty Ammunition 9mm 147 gr TAP CQ			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$14.80	400 / box	\$5,920.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: GSB9MMC</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON GOLDEN SABER BONDED 100% EQUAL			
Precision Delta Corp	First Offer - \$15.75	400 / box	\$6,300.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: RA9B</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester 9MM 147gr Ranger Bonded JHP *** NOTE PRICES FOR ENTIRE BID FIRM FOR 1 YEAR			
GT Distributors, Inc.	First Offer - \$18.05	400 / box	\$7,220.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: SPEER 53619</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B090070-NB-1-03 DUTY AMMUNITION: Speer Lawman Gold Dot 40 Cal S &amp; W Duty Ammo or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Tactical Supply LLC	First Offer - \$12.45	300 / box	\$3,735.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: 91365</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Hornady 40 S&W 180 gr TAP CQ			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$15.15	300 / box	\$4,545.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: GSB40SWB</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON GOLDEN SABER BONDED 100% EQUAL			
Precision Delta Corp	First Offer - \$16.75	300 / box	\$5,025.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code: RA40B</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

		Winchester 40S&W 180gr Ranger Bonded JHP *** NOTE PRICES FOR ENTIRE BID FIRM FOR 1 YEAR			
GT Distributors, Inc.	First Offer - \$19.50	300 / box	\$5,850.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> SPEER 53962 <b>Supplier Notes:</b>			

<b>B090070-NB-1-04 DUTY AMMUNITION: Speer Lawman Gold Dot 45 Automatic Duty Ammo or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Tactical Supply LLC	First Offer - \$13.50	300 / box	\$4,050.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 90955 <b>Supplier Notes:</b> Hornady 45 ACP+P 230 gr TAP CQ			
Precision Delta Corp	First Offer - \$17.45	300 / box	\$5,235.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> RA45B <b>Supplier Notes:</b> Winchester 45Auto+P 230gr Ranger Bonded JHP *** NOTE PRICES FOR ENTIRE BID FIRM FOR 1 YEAR			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$18.70	300 / box	\$5,610.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> GSB45APD <b>Supplier Notes:</b> REMINGTON GOLDEN SABER BONDED			
GT Distributors, Inc.	First Offer - \$21.49	300 / box	\$6,447.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> SPEER 53966 <b>Supplier Notes:</b>			

<b>B090070-NB-1-05 DUTY AMMUNITION: Hornady Tap/308 Win #80965</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$16.98	30 / case	\$509.40		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> SPEER 80965 <b>Supplier Notes:</b>			
Advanced Tactical Supply LLC	First Offer - \$194.00	30 / case	\$5,820.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 80965 <b>Supplier Notes:</b>			
Precision Delta Corp	First Offer - \$955.00	30 / case	\$28,650.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 80965 <b>Supplier Notes:</b> Packed 200 rds per case Priced 1,000 rds per case per bid spec			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$989.50	30 / case	\$29,685.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 80965 <b>Supplier Notes:</b>			
Scottsdale Gun Club	First Offer - \$2,001.84	30 / case	\$60,055.20		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 80965 <b>Supplier Notes:</b> Price is for 1000 rounds per case.			

<b>B090070-NB-2-01 TRAINING AMMUNITION: 9mm Training Ammunition</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$139.00	40 / case	\$5,560.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CCI 3510 <b>Supplier Notes:</b>			

Precision Delta Corp	First Offer - \$160.20	40 / case	\$6,408.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Q4172			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester 9mm 115gr FMJ			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$164.95	40 / case	\$6,598.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L9MM3			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON 9MM 115 GR FMJ			
Scottsdale Gun Club	First Offer - \$181.61	40 / case	\$7,264.40		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> 9A			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Magtech 9A 9mm 115gr FMJ			
Advanced Tactical Supply LLC	First Offer - \$210.00	40 / case	\$8,400.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> MP9A			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Magtech 9mm Luger 115 FMJ			

<b>B090070-NB-2-02 TRAINING AMMUNITION: 9mm Reloads Training Ammunition</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$139.00	30 / case	\$4,170.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 3510			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Precision Delta Corp	First Offer - \$155.00	30 / case	\$4,650.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> D115F9RBP			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Precision Delta 9mm 115gr FMJ Remanufactured			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$164.95	30 / case	\$4,948.50		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L9MM3			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON 9MM 115 GR FMJ			

<b>B090070-NB-2-03 TRAINING AMMUNITION: 40 Calibur Training Ammunition</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$184.00	50 / case	\$9,200.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 3598			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Precision Delta Corp	First Offer - \$205.00	50 / case	\$10,250.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Q4238			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester 40S&W 180gr FMJ			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$211.34	50 / case	\$10,567.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L40SW3			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON 40 CALIBER 180 GR FMJ			
Scottsdale Gun Club	First Offer - \$245.26	50 / case	\$12,263.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> 40B			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Magtech 40B .40S&W 180gr FMJ			
Advanced Tactical Supply LLC	First Offer - \$310.00	50 / case	\$15,500.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> MP40B			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Magtech 40 S&W 180 gr FMJ Flat			

<b>B090070-NB-2-04 TRAINING AMMUNITION: 45 Calibur Training Ammunition</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$199.00	30 / case	\$5,970.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 3571			

Agency Notes:		Supplier Notes:			
Precision Delta Corp	First Offer - \$235.00	30 / case	\$7,050.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> Q4170			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester 45 Auto 230gr FMJ			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$245.36	30 / case	\$7,360.80		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L45AP4			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON 45 CALIBER 230 GR FMJ			
Scottsdale Gun Club	First Offer - \$265.07	30 / case	\$7,952.10		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> 45A			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Magtech 45A .45ACP 230gr FMJ			
Advanced Tactical Supply LLC	First Offer - \$325.00	30 / case	\$9,750.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> MP45A			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Magtech .45 Auto 230 FMJ			

B090070-NB-2-05 TRAINING AMMUNITION: Frangible CCI-24603, 223 Remington					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$115.00	2 / case	\$230.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> RA223SF			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester .223Rem 55gr Frangible packed & priced 200 rds per case			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$335.05	2 / case	\$670.10		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> LF223RB			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON FRANGIBLE 223			
GT Distributors, Inc.	First Offer - \$362.00	2 / case	\$724.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 24603			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
International Cartridge Corporation	<input checked="" type="checkbox"/> First Offer - \$595.36	2 / case	\$1,190.72		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

B090070-NB-2-06 TRAINING AMMUNITION: Frangible CCI-53375					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$187.50	2 / case	\$375.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> RA40SF			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester 40S&W 135gr Frangible Packed & Priced 200 rd per case			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$307.25	2 / case	\$614.50		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> LF40SWA			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON FRANGIBLE 100% EQUAL			
GT Distributors, Inc.	First Offer - \$334.40	2 / case	\$668.80		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 53375			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
International Cartridge Corporation	<input checked="" type="checkbox"/> First Offer - \$448.47	2 / case	\$896.94		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B090070-NB-2-07 TRAINING AMMUNITION: 9mm Training Ammo - CCI</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$148.00	30 / case	\$4,440.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> RA9SF <b>Supplier Notes:</b> Winchester 9mm+P 100gr Frangible Packed &Priced 200 rd per case			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$224.74	30 / case	\$6,742.20		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> FE9MM1 <b>Supplier Notes:</b> REMINGTON 9MM FRANGIBLE			
GT Distributors, Inc.	First Offer - \$316.50	30 / case	\$9,495.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CCI 53365 <b>Supplier Notes:</b>			

<b>B090070-NB-2-08 TRAINING AMMUNITION: CCI-40 Non Toxic Reduced Load</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$187.50	30 / case	\$5,625.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> RA40SF <b>Supplier Notes:</b> Winchester 40S&W 135gr Frangible Packed &Priced 200 rd per case			
GT Distributors, Inc.	First Offer - \$336.00	30 / case	\$10,080.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CCI 53375 <b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$365.98	30 / case	\$10,979.40		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CTF40SWA <b>Supplier Notes:</b> REMINGTON CTF 40SWA 40 NON TOXIC			
International Cartridge Corporation	<input checked="" type="checkbox"/> First Offer - \$448.47	30 / case	\$13,454.10		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

<b>B090070-NB-2-09 TRAINING AMMUNITION: CCI-45 155GR Frangible Non Toxic</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$237.50	30 / case	\$7,125.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> RA45SF <b>Supplier Notes:</b> Winchester 45Auto+P 175gr Frangible Packed &Priced 200 rd per case			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$365.98	30 / case	\$10,979.40		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CTF45APA <b>Supplier Notes:</b> REMINGTON FRANGIBLE NON TOXIC			
GT Distributors, Inc.	First Offer - \$381.00	30 / case	\$11,430.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CCI 53395 <b>Supplier Notes:</b>			
International Cartridge Corporation	<input checked="" type="checkbox"/> First Offer - \$513.56	30 / case	\$15,406.80		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

<b>B090070-NB-3-01 RIFLE AMMUNITION: .223 Remington (5.56 NATO)</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$72.17	250 / case	\$18,042.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> R223R6 <b>Supplier Notes:</b> REMINGTON .223 REMINGTON (5.56 NATO)			
Precision Delta Corp	First Offer - \$115.00	250 / case	\$28,750.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> RA223M <b>Supplier Notes:</b> Winchester .223Rem 69gr Match Boat Tail Hollow Point			
Advanced Tactical Supply LLC	First Offer - \$135.00	250 / case	\$33,750.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 83286 <b>Supplier Notes:</b> Hornady 223 REM 60 gr TAP URBAN			
GT Distributors, Inc.	First Offer - \$136.00	250 / case	\$34,000.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> FEDERAL T223M <b>Supplier Notes:</b> FEDERAL T223M BID PRICE PER 200 ACTUAL CASE IS 500			

<b>B090070-NB-3-02 RIFLE AMMUNITION: .308 Rifle Ammunition</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$0.00	100 / box	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
GT Distributors, Inc.	First Offer - \$14.98	100 / box	\$1,498.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> FEDERAL GM308M <b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$618.56	100 / box	\$61,856.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> R308W7 <b>Supplier Notes:</b> REMINGTON 308 168 GR SIERRA MATCH KING BTHP			

<b>B090070-NB-3-03 RIFLE AMMUNITION: Sierra Match King BTHP .223 Rifle Amunition or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$0.00	250 / box	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$7.22	250 / box	\$1,805.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> R223R2 <b>Supplier Notes:</b> REMINGTON R223R2 55GR BTHP			
GT Distributors, Inc.	First Offer - \$14.19	250 / box	\$3,547.50		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> FEDERAL GM223M <b>Supplier Notes:</b>			
Advanced Tactical Supply LLC	First Offer - \$135.00	250 / box	\$33,750.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 83276 <b>Supplier Notes:</b> Hornady 223 REM 55 gr TAP URBAN			

<b>B090070-NB-4-01 SHOTGUN AMMUNITION: 12 gauge Shotgun Shells, 000 Buckshot</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$1.80	500 / box	\$900.00		Y

<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> 12B000			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON 12 GA SHOTGUN SHELL 000 BUCKSHOT			
Precision Delta Corp	First Offer - \$2.37	500 / box	\$1,185.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> XB12000			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester XB12000			
GT Distributors, Inc.	First Offer - \$2.40	500 / box	\$1,200.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> FEDERAL LE132000			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Advanced Tactical Supply LLC	First Offer - \$3.75	500 / box	\$1,875.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> 8626			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Hornady 12 GA TAP CSTM BUCKSHOT 00			

<b>B090070-NB-4-02 SHOTGUN AMMUNITION: 12 Gauge Shotgun Shells, 1 oz. Slug</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$1.99	1000 / box	\$1,990.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> SP12RSB			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON 12 GAUGE SHOTGUN SHELLS			
Precision Delta Corp	First Offer - \$2.15	1000 / box	\$2,150.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> X12RS15			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester			
GT Distributors, Inc.	First Offer - \$2.19	1000 / box	\$2,190.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> FEDERAL LE127RS			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B090070-NB-4-03 SHOTGUN AMMUNITION: Federal "High Brass" 12 Gauge Shotgun Shells #4 Birdshot or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$8.79	1000 / box	\$8,790.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> SP124			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON "HIGH BRASS" 12 GAUGE SHOTSHELL #4 BIRDSHOT			
Precision Delta Corp	First Offer - \$11.12	1000 / box	\$11,120.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> X124			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Winchester			
GT Distributors, Inc.	First Offer - \$12.79	1000 / box	\$12,790.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> FEDERAL H1264			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>B090070-NB-4-04 SHOTGUN AMMUNITION: Shotgun Shells, 00 Buckshot</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$0.00	300 / box	\$0.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
GT Distributors, Inc.	First Offer - \$1.98	300 / box	\$594.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> FEDERAL LE13200			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$2.19	300 / box	\$657.00		Y

<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> RR12BK00 <b>Supplier Notes:</b> REMINGTON RR12BK00 TACTICAL 00 BUCKSHOT
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<b>B090070-NB-4-05 SHOTGUN AMMUNITION: Shotgun Shells, 1oz Slug</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$0.00	200 / box	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$1.99	200 / box	\$398.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> SP12RSB <b>Supplier Notes:</b> REMINGTON 12 GAUGE			
GT Distributors, Inc.	First Offer - \$2.19	200 / box	\$438.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> FEDERAL LE127RS <b>Supplier Notes:</b> LE127RF DOES NOT EXIST			

<b>B090070-NB-5-01 RELOADED AMMUNITION : Ammunition, Reloads, 38 Caliber Special</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$6.85	2000 / box	\$13,700.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> D158SWRBE <b>Supplier Notes:</b> Precision Delta 38spl 158gr SWC Remanufactured using department brass			
GT Distributors, Inc.	First Offer - \$8.75	2000 / box	\$17,500.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CCI 3522 <b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$10.31	2000 / box	\$20,620.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> R38S14 <b>Supplier Notes:</b> REMINGTON AMMUNITION			

<b>B090070-NB-5-02 RELOADED AMMUNITION : Ammunition, Reloads, 9mm</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$6.95	2500 / box	\$17,375.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> D115F9RBE <b>Supplier Notes:</b> Precision Delta 9MM 115gr FMJ Remanufactured using department brass			
GT Distributors, Inc.	First Offer - \$6.95	2500 / box	\$17,375.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> CCI 3510 <b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$8.25	2500 / box	\$20,625.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> L9MM3 <b>Supplier Notes:</b> REMINGTON AMMUNITION			

<b>B090070-NB-5-03 RELOADED AMMUNITION : Ammunition, Reloads, 40 Caliber S&amp;W</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$8.45	2500 / box	\$21,125.00	Y	Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> D180FMRBE <b>Supplier Notes:</b> Precision Delta 40S&W 180gr FMJ Remanufactured using department brass			
GT Distributors, Inc.	First Offer - \$9.20	2500 / box	\$23,000.00		Y



<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 3589	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$10.57	2500 / box	\$26,425.00
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L40SW3	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON AMMUNITION	

<b>B090070-NB-5-04 RELOADED AMMUNITION : Ammunition, Reloads, 45 Caliber ACP</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Precision Delta Corp	First Offer - \$9.75	2500 / box	\$24,375.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> D230FMRBE			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Precision Delta 45Auto 230gr FMJ Remanufactured using department brass			
GT Distributors, Inc.	First Offer - \$9.95	2500 / box	\$24,875.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 3571			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$12.26	2500 / box	\$30,650.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L45AP4			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON AMMUNITION			

<b>B090070-NB-5-05 RELOADED AMMUNITION : 3-D Brand Ammunition, Reloads 9mm or approved equal</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
GT Distributors, Inc.	First Offer - \$7.05	800 / box	\$5,640.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> CCI 3579			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Precision Delta Corp	First Offer - \$7.45	800 / box	\$5,960.00	Y	Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> D124F9RBE			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Precision Delta 9MM 124gr FMJ Remanufactured using department brass			
BAILEYS HOUSE OF GUNS, INC.	First Offer - \$10.21	800 / box	\$8,168.00		Y
<b>Agency Product Code:</b>		<b>Supplier Product Code:</b> L9MM2			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> REMINGTON AMMUNITION			

**Supplier Totals**

<b>Precision Delta Corp</b>		<b>\$217,103.00 (27/27 items)</b>
Bid Contact	<b>Patricia Lott</b> <b>precdelta@tecinfo.com</b> <b>Ph 662-756-2810 x2</b> <b>Fax 662-756-2590</b>	Address <b>PO Box 128</b> <b>Ruleville, MS 38771</b>
Bid Notes	<b>*** NOTE PRICES FOR ENTIRE BID FIRM FOR 1 YEAR</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b> <b>*** NOTE PRICES FOR ENTIRE BID FIRM FOR 1 YEAR</b>	
<b>GT Distributors, Inc.</b>		<b>\$224,391.70 (27/27 items)</b>
Bid Contact	<b>William J Orr, Jr.</b> <b>txbids@gtdist.com</b> <b>Ph 800-252-8310 x231</b> <b>Fax 800-480-5845</b>	Address <b>P.O. Box 16080</b> <b>Austin, TX 78761</b>
Qualifications	<b>SB TX</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>BAILEYS HOUSE OF GUNS, INC.</b>		<b>\$307,551.40 (27/27 items)</b>

*No bid - 5 items*

Bid Contact <b>BERNARD R BAILEY</b> <b>baileyshouseofguns@sbcglobal.net</b> <b>Ph 713-433-2475</b>	Address <b>3626 BLUEBONNET DRIVE</b> <b>HOUSTON, TX 77053</b>
Qualifications <b>WBE</b> Bid Notes <b>DELIVERY: 15 TO 120 DAYS</b>	<b>Supplier Notes:</b> DELIVERY: 15 TO 120 DAYS
<b>Agency Notes:</b>	
<b>Scottsdale Gun Club</b> <span style="float: right;"><b>\$87,534.70 (4/27 items)</b></span>	
Bid Contact <b>Sarah Denney</b> <b>sdenney@sgcusa.com</b> <b>Ph 480-348-1111 x344</b> <b>Fax 480-222-4373</b>	Address <b>14860 N. Northsight Blvd.</b> <b>Scottsdale, AZ 85260</b>
Qualifications <b>SB</b>	<b>Supplier Notes:</b>
<b>Agency Notes:</b>	
<b>International Cartridge Corporation</b> <span style="float: right;"><b>\$30,948.56 (4/27 items)</b></span>	
Bid Contact - - <b>Ph 877-422-5332</b>	Address <b>2273 Route 310</b> <b>Reynoldsville, PA 15851</b>
<b>Agency Notes:</b>	
<b>Supplier Notes:</b>	
<b>Advanced Tactical Supply LLC</b> <span style="float: right;"><b>\$121,450.00 (10/27 items)</b></span>	
Bid Contact <b>Carl Phillips</b> <b>lesupply@sbcglobal.net</b> <b>Ph 888-649-9888</b> <b>Fax 888-486-4195</b>	Address <b>PO BOX 6584</b> <b>Santa Maria, CA 93456</b>
Bid Notes <b>Hornady and Magtech Manufacturing, specs are available upon your request.</b>	<b>Supplier Notes:</b> Hornady and Magtech Manufacturing, specs are available upon your request.
<b>Agency Notes:</b>	

\*\*



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

PHYLISS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

Date: March 12, 2009

**MEMORANDUM**

**To:** Nancy Barchus, Purchasing Agent  
**From:** Maria Wedhorn, TCSO Financial Analyst  
**Subj:** Solicitation B090070-NB- Ammunition Award

The Travis County Sheriff's Office recommends awarding all of the Ammunition Solicitation, B090070-NB bid, to GT Distributors (overall low bidder that met specifications).

The contract will be funded out of line item 001-3706-583-3055

If you have any additional questions, please contact me at 854-4474

Thanks



*Safety, Integrity, Tradition of Service*

TRAVIS COUNTY  
Account Balance Inquiry

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	1-3706-583.30-55
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	37 SHERIFF
Division . . . . .	:	06 SUPPORT BUREAU-CORR & REH
Basic activity . . . . .	:	58 CORRECTNS & REHABILITATN
Sub activity . . . . .	:	3 TRAVIS CO JAIL/CORRECTNS
Element . . . . .	:	30 OPERATG SUPPLIES,RP&E,NC
Object . . . . .	:	55 LAW ENFORCEMENT EQ & SUPP
Budget . . . . .	:	216,195
Encumbered amount . . . . .	:	61,914.03
Pre-encumbered amount . . . . .	:	84,771.35
Expenditures . . . . .	:	65,273.24
Total expenditures . . . . .	:	211,958.62
Balance . . . . .	:	4,236.38

Press Enter to continue.

F3=Exit F12=Cancel



3-26-09

# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

16

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/23/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 8 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES AT DEL VALLE WELLNESS CLINIC (FM)**

***Points of Contact:***

**Purchasing:** Diana Gonzalez

**Department:** Facilities Management, Roger A. El Khoury, M.S., P.E., Director; John F. Carr, Administrative Director

**County Attorney (when applicable):** Tenley Aldredge

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** Alicia Perez, Executive Manager, Administrative Operations

➤ **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by the statutes.

RFQ No. Q060229-DG, for the establishment of a pre-qualified list of Surveyors, was issued on June 13, 2006. On Aug 22, 2006, the court approved the establishment of a pre-qualified list of thirteen (13) Surveying firms. Individual Professional Service Agreements (PSA) are negotiated on an "as needed" basis from this pre-qualified list, based on a firm's qualifications which best match a particular project. Each additional project will be issued as a modification to the original PSA.

The proposed Modification No. 8 requires the Consultant to perform additional Professional Boundary Surveying Services at Del Valle Wellness Clinic. The proposed modification will increase the contract by \$1,465.00, from \$68,568.00 to \$70,033.00.

Mod No. 7 extended the contract term for one additional year from April 3, 2009 through April 2, 2010.

Modification No. 6 required the Consultant to perform Professional Boundary Surveying Services at Del Valle Wellness Clinic in the amount of \$9,980.00.

Modification No. 5 required the Consultant to perform Professional Boundary Surveying Services for the new Precinct One Building (phase two) in the amount of \$9,445.00.

Modification No. 4 required the Consultant to perform Professional Topographic Survey Services for the new Precinct One Tax Office Building (phase one) needed for the building design in the amount of \$9,445.00.

Modification No. 3 required the Consultant to perform Professional Surveying Services for 140 acres at FM 969 in the amount of \$27,270.00.

Mod No. 2 extended the contract term for one additional year from April 3, 2008 through April 2, 2009.

Mod No. 1 required the Consultant to perform Professional Surveying Services at 2201 Post Road Building in the amount of \$5,200.00.

The original Professional Services Agreement (PSA) No. PS070232DG, with MWM Design Group, in the amount of \$9,863.00, was approved by the Purchasing Agent on April 3, 2007, for a term of (1) year and three (3) optional renewal years.

➤ **Contract Expenditures:**

Within the last 12 months \$34,080.50 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$9,863.00 (Not-to-Exceed)  
Contract Type: Professional Services Agreement  
Contract Period: 30 Calendar Days

➤ **Contract Modification Information:**

Modification Amount: \$1,465.00 (Firm Amount)  
Modification Type: Professional Services

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A  
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 465757  
 Funding Account(s): 526-1405-525-8105

➤ **Statutory Verification of Funding:**

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

*Memo ACTION*  
*Diana*  
*3-11-09*  
*MB*



# 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:** SRCC-02-08X-4N

**FILE:** 601

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

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

**FROM:** Gabe Stock, R.A., Senior Architectural Associate

**DATE:** March 10, 2009

**SUBJECT:** New Del Valle Wellness Clinic  
Additional Surveying Services for Modification 6

This Contract Modification is for additional services for Modification 6 and is for changes to the professional services work at the Del Valle Wellness Clinic, as described in the attached documentation.

This Contract Modification will increase the contract by \$1,465.00 from \$9,980.00 to \$11,445.00 and will require 7 days to complete, from the time this modification is executed. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 526-1405-525-8105 and are encumbered under the requisition number 465757. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Contract Modification to MWM Design Group. Please call Gabe Stock at extension 45240 if you have any questions.

### ATTACHMENTS:

- 1. Supporting documents

### COPY TO:

Amy Draper, CPA, Financial Manager, FMD  
Marvin Brice, Assistant Purchasing Agent  
Diana Gonzalez, Purchasing Agent Asst. IV

RECEIVED  
TRAVIS COUNTY  
2009 MAR 11 PM 1:03  
PURCHASING  
OFFICE

Account Balance Inquiry

Last Updated 3-26-09

Fiscal Year . . . . .	:	2009
Account number . . . . .	:	526-1405-525.81-05
Fund . . . . .	:	526 EMPLOYEE HEALTH BENEFIT
Department . . . . .	:	14 FACILITIES MANAGEMENT
Division . . . . .	:	05 PROJECT MANAGEMENT SVCS
Basic activity . . . . .	:	52 GENERAL GOVERNMENT
Sub activity . . . . .	:	5 FACILITIES
Element . . . . .	:	81 CAPITAL OUTLAY
Object . . . . .	:	05 BUILDINGS

Budget . . . . .	:	369,500
Encumbered amount . . . . .	:	13,955.00
Pre-encumbered amount . . . . .	:	1,465.00
Expenditures . . . . .	:	.00
Total expenditures . . . . .	:	15,420.00
Balance . . . . .	:	354,080.00

Press Enter to continue.

F3=Exit F12=Cancel



PURCHASE REQUISITION NBR: 0000465757  
 STATUS: READY FOR BUYER PROCESS  
 REASON: MOD PO 413075 - SURVEY FOR DEL VALLE CLINIC  
 DATE: 3/09/09  
 SUGGESTED VENDOR: 37616 MWM DESIGN GROUP  
 DELIVER BY DATE: 3/09/09

REQUISITION BY: ANGELA DAVIS 854-9084  
 SHIP TO LOCATION: FACILITIES MANAGEMENT  
 SUGGESTED VENDOR: 37616 MWM DESIGN GROUP

LAST UPDATED 3-26-09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SENIOR PROJECT MANAGER TOPOGRAPHIC SURVEY FOR DEL VALLE WELLNESS CLINIC PER PROPOSAL DATED 3/6/09 - MOD #1 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMM: NEW BUILDINGS-SURVEYING INVENTORY BUILDING: FE STOCK NO: 968-005-00008	1.00	HR	140.0000	140.00	
2	RPLS COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMM: NEW BUILDINGS-SURVEYING INVENTORY BUILDING: FE STOCK NO: 968-005-00009	2.00	HR	130.0000	260.00	
3	SENIOR SURVEY TECH COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMM: NEW BUILDINGS-SURVEYING INVENTORY BUILDING: FE STOCK NO: 968-005-00010	4.00	HR	85.0000	340.00	
4	3 MAN FIELD PARTY COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMM: NEW BUILDINGS-SURVEYING INVENTORY BUILDING: FE STOCK NO: 968-005-00011	5.00	HR	145.0000	725.00	
					REQUISITION TOTAL:	1465.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	52614055258105	KDV004	100.00
2	52614055258105	DEL VALLE CLINIC	260.00
3	52614055258105	DEL VALLE CLINIC	340.00
4	52614055258105	DEL VALLE CLINIC	725.00
			1465.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**MODIFICATION OF CONTRACT NUMBER: PS070232DG, PROFESSIONAL SURVEYING SERVICES**

<b>ISSUED BY:</b> PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	<b>PURCHASING AGENT ASST:</b> Diana Gonzalez TEL. NO: (512) 854-5860 FAX NO: (512) 854-9185	<b>DATE PREPARED:</b>  <p style="text-align: center;"><b>March 13, 2009</b></p>
<b>ISSUED TO:</b> MWM Design Group Attn: Eduardo O. Mendez, R.P.L.S. 7700 Chevy Chase Dr. Ste. 100 Austin, TX 78752	<b>MODIFICATION NO.:</b>  <p style="text-align: center;"><b>EIGHT</b></p>	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b>  <p style="text-align: center;"><b>April 3, 2007</b></p>

ORIGINAL CONTRACT TERM DATES: April 3, 2007 through April 2, 2008      CURRENT CONTRACT TERM DATES: April 3, 2009 through April 2, 2010

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$ 9,863.00      Current Modified Amount \$ 70,033.00

**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.

A. The total agreement amount is changed from \$68,568.00 to \$70,033.00 an increase of \$1,465.00.

B. This Modification No. EIGHT is issued in the amount of \$1,465.00, and requires the Consultant to perform additional Surveying Services at Del Valle Wellness Clinic, per the attached Scope (MWM Design Group letter dated March 6, 2009), and priced as per the attached Exhibit 1-F, both of which are made part hereof.

**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>MWM Design Group</u> BY: <u>Eduardo O. Mendez</u> SIGNATURE BY: <u>Eduardo O. Mendez</u> PRINT NAME TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <p style="text-align: center;"><u>3/16/09</u></p>
--	---

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <p style="text-align: center;"><u>3/23/09</u></p>
---	--

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

**EXHIBIT 1-F**

**INCORPORATED VIA MODIFICATION #8  
COMPENSATION FOR PROFESSIONAL SERVICES**

**BASIC SERVICES:**

The fixed fee for the performance of the Basic Services in accordance with proposal dated March 6, 2009 shall be the sum of \$1,465.00. The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement.

Hourly Rates

1.	Senior Project Manager: 1 hours @ \$140.00	\$ 140.00
2.	RPLS: 2 hours @ \$130.00	\$ 260.00
3.	Senior Survey Technician: 4 hours @ \$85.00	\$ 340.00
4.	3-Man Field Party 5 hours @ \$145.00	\$ 725.00

TOTAL AMOUNT: **\$ 1,465.00**



Date: March 6, 2009  
Project: Additional Topographic Survey  
Del Valle Wellness Clinic  
Client: Travis County Facilities Management  
Contact: Roger A. El-Khoury, PE  
Director  
Address: 1010 Lavaca, Suite 400  
Austin, Texas 78767  
Phone: (512) 854-4579 Fax (512) 854-9226  
Enclosure: Exhibit "A" and "B"

As requested, MWM DesignGroup is submitting this proposal for providing professional surveying services on the above referenced project. Services will be limited to the area approximately shown on Exhibit "A" and will be provided in accordance with following:

#### Scope of Services

1. Establish additional horizontal and vertical control necessary to perform the survey.
2. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to buildings, pavements, pavement marking, curbs, driveways, sidewalks, fences, walls, signs, utility meters, utility valves, power poles, light poles, manholes, clean-outs, pull boxes, inlets and culverts.
3. Provide contours at one foot interval. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate layer, but will not be part of the final plotted drawing.
4. Provide size, location, subspecies and tree tag for trees 6" or greater in diameter within limits of survey.
5. Incorporate data outlined above into the previous survey performed by MWM DesignGroup and provide a 24" x 36" sheet size plot signed and sealed by a Licensed Professional Land Surveyor and as an AutoCad file.

Services can begin as soon as written authorization is received and can be completed in about 1 week (predicated upon suitable weather conditions).

#### Schedule of Compensation

Topographic Survey \$ 1,465.00 Lump Sum

#### Excluded Services

Services that are not provided under this Agreement specifically include, but are not limited to: boundary survey; research and location of underground utilities; construction phase surveying and other services or expenses which may become necessary for the completion of this project but which are not reasonably anticipatable at this time. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

305 East Huntland Drive  
Suite 200  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734



Roger A. El-Khoury, PE  
March 6, 2009  
Page 2

**Land Surveying**

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:

Eduardo O. Mendez  
Eduardo O. Mendez, R.P.L.S.,  
Principal  
MWM DesignGroup

3/6/09  
Date.

BASEBALL  
FIELD

APPROX.  
LIMITS OF  
SURVEY

30'

FM 973

# EXHIBIT 'A'

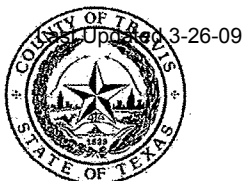
**mwm**  
Design Group

Chase Park One  
7700 Chevy Chase Dr.  
Suite 100  
Austin, Texas 78752  
p: 512.453.0767  
f: 512.453.1734

EXHIBIT:

SCALE:

DATE:



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

17

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 7 TO INTERLOCAL IL010019JW, AUSTIN TRAVIS COUNTY MHMR (ATCMHMR), FOR CHILDRENS' BEHAVIORAL HEALTH SERVICES THROUGH REFERRALS BY THE CHILDRENS' PARTNERSHIP. (JUVENILE PROBATION)

**Points of Contact:**

**Purchasing:** Vania Ramaekers

**Department:** JUVENILE PROBATION, Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza.

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** NA

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

Modification no.7 will delete the NTE amount of \$120,000.00 for the Juvenile Probation Department services and replaces the following sections:

- 2.0 Term is modified to update the auto renewal clause.
- 3.0 Provision of Service is modified to incorporate Attachment A-1, the detailed description of services under the partnership program.
- 4.0 Compensation is modified to incorporate Attachment A-2 Fee Schedule and set services to be referred on an as needed basis.

This modification was requested by the department and all terms have been agreed upon by the Contractor in order to provide a flexible way to serve the clients based on their immediate needs.

Modification no. 6 increased the amount of funds paid for services rendered to the Health and Human Services Department by \$75,500.00 totaling the approved budget for October 1, 2006 through September 30, 2007 to \$255,500.00. The NTE amount for this contract was determined by Modification No.1, section 4.2.3 of attachment, which states "Thereafter, for

any renewal term, the amount of the maximum funds for TCHHSVS clients shall be an amount not to exceed the amount included for this agreement in the TCHHSVS budget for such renewal term." The original allocated budget for this agreement in FY07 was \$180,000.00.

Collectively, modifications 1 through 6 have increased the contract by more than 25% of the original contract amount, therefore requiring court approval.

Modification no. 5 decreased the amount of funds to be paid for services rendered to the Juvenile Probation Department by \$60,000.00 bringing the total NTE amount to \$60,000.00 for the October 1, 2005 - September 30, 2006 "Renewal Term". The amount of funds to be paid for services rendered to the Juvenile Probation Department for the October 1, 2006 through September 30, 2007 "Renewal Term" shall be \$120,000.00

Modification no. 4 decreased the amount of funds to be paid for services rendered to the Juvenile Probation Department by \$25,000.00 to total \$95,000.00 for the October 1, 2004 - September 30, 2005 "Renewal Term". The amount of funds to be paid for services rendered to the Juvenile Probation Department for the October 1, 2005 through September 30, 2006 "Renewal Term" shall be \$120,000.00

Modification no. 3 deleted Attachment A, the listing of the service rate ranges, and all contract references to it. The FY05 term of the contract was adjusted to follow the County's fiscal year, with future renewal terms being modified to occur October 1 of each year. Section 3.0, Provision of Services, was modified to include 3.11, Reports. Finally, Section 3.1, 4.1, and 4.2 were modified to include minor language changes.

Modification no. 2 decreased the amount of funds to be paid, for services rendered to the Juvenile Probation Department, by \$45,000.00 to total \$75,000.00 for the November 1, 2003 through October 31, 2004 "Renewal Term". The amount of funds to be paid for services rendered to the Juvenile Probation Department for the November 1, 2004 through October 31, 2005 "Renewal Term" was \$120,000.00

Modification no. 1 allowed for juveniles not under the Juvenile Probation Department's jurisdiction, and whose family income does not exceed 200% of the Federal Poverty Level, to receive these same services.

Funding for this modification was identified by HHS from their program for providing residential mental health treatment, and was a portion of the match commitment from HHS to the Children's Partnership Initiative. The not-to-exceed amount was increased by \$120,000.00 totaling \$240,000.00. This modification also changed the contract number from IL010019LB to read IL010019JW.



➤ **Contract Expenditures:** Within the last 12 months \$58,297.25 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$120,000.00 (Not-to-Exceed)

Contract Type: Interlocal

Contract Period: 11/1/00 - 09/30/07

➤ **Contract Modification Information:**

Modification Amount: 0.00 (See Additional Procurement Comments)

Modification Type: **DELETE NTE**

Modification Period: 03/31/09-09/30/09

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% 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: **This Modification deletes the NTE amount of this contract.**

➤ **Funding Information:**

Purchase Requisition in H.T.E.: NA

Funding Account(s): 001-4514-593-6024

Comments: **ON AN AS NEEDED BASIS**

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



RECEIVED  
TRAVIS COUNTY  
2009 JAN 29 AM 11:19

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

PURCHASING  
OFFICE

ADMINISTRATIVE SERVICES  
COURT SERVICES  
DETENTION SERVICES  
PROBATION SERVICES  
RESIDENTIAL SERVICES  
SUBSTANCE ABUSE SERVICES  
DOMESTIC RELATIONS OFFICE  
JUVENILE JUSTICE  
ALTERNATIVE EDUCATION  
PROGRAM

TO: Cyd Grimes  
Purchasing Agent

FROM: Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

RE: Interlocal Agreement IL010019JW - ATCMHMR Children's Partnership

DATE: January 21, 2009

Travis County Juvenile Probation Department is currently contracting with ATCHMHR Children's Partnership. The Department would like to modify the contract to change from a NTE to a As Needed Basis. The following details the Account and line item:

**Contract Number & Name: IL010019JW - ATCMHMR Children's Partnership**  
**Account Number: 001-4514-593-6024**  
**Modify Contact: As Needed Basis**  
**Service Provided: Satisfactory**

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Barbara Swift  
Sylvia Mendoza  
Michael Williams  
Gail Penney-Chapmond

EPM:gc

**Partnership Services**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 19, 2009</b>
--	---	--

ISSUED TO: <b>Austin Travis County MHMR P.O. Box 3548 Austin Texas 78764 Attn: David Evans</b>	MODIFICATION NO.: <b>7</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>December 15, 2000</b>
---	-------------------------------	---

ORIGINAL CONTRACT TERM DATES: <u>11/1/00</u> – <u>9/30/01</u>	CURRENT CONTRACT TERM DATES: <u>10/1/06</u> – <u>9/30/09</u>
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**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$120,000.00      Current Modified Amount On an as needed basis

**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.

A) Existing Section 2.0 "TERM" is hereby deleted in its entirety and replaced shown on attached Section 2.0, which is made a part of the contract.

B) Existing Section 3.0 "PROVISION OF SERVICE" is hereby revised to include the changes shown on attached Section 3.0, which is made a part of the contract.

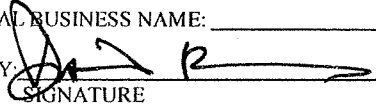
C) Existing Section 4.0 "COMPENSATION" is hereby revised to include the changes shown on attached Section 4.0 "FISCAL PROVISIONS", which is made a part of the contract.

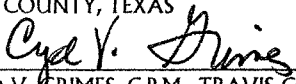
D) Replacement of these Sections constitutes:

1. Deletion of the Not – to – Exceed amount
2. Incorporation of the Services Detail Description (Attachment A-1)
2. Incorporation of the Fee Schedule (Attachment A-2)
3. Addition of Standard Clauses

E) The contract reference number will change from IL010019JW to read IL010019VR.

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>DAVID EVANS</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3/16/09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>3/24/09</u>

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

**Section 2.0 “TERM” is hereby deleted in its entirety and replaced as follows:**

- 2.1 Initial Term. The Term of this Agreement modification shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.
- 2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.
- 2.3 Termination. Either party may terminate this Agreement at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

**Section 3.0 “PROVISION OF SERVICES ITEMS” is hereby modified as follows:**

3.1 The Center will serve as the Managing Service Organization (MSO) for the provision of culturally competent, family-based, cost effective behavioral health services for juvenile clients and their families. It is the MSO directive to maintain the external service providers’ contracts in accordance with the Children’s Mental Health Partnership, and (iii) and all other applicable laws and regulations. The detail of work to be coordinated is detailed hereto as Attachment A-1 – Services Descriptions.

3.2 through 3.10 will remain the same.

3.11 Reports. Center shall provide Travis County Juvenile Probation Department a monthly detailed report to include the County Client served, a description of each service provided, the date on which each service was provided, the name of the service provider, and the cost of each service provided in accordance with the MSO Provider Network rate chart.

**Section 4.0, “COMPENSATION” is hereby modified to read as follows:**

4.1 Compensation. For and in consideration of Center's satisfactory provision of services and Center's compliance with the terms and conditions of this Agreement, County shall reimburse Center in accordance with the MSO Provider Network – Rate Chart which is attached hereto as FEE SCHEDULE, Attachment A-2– SERVICE RATES CHART FOR CHILDREN’S PARTNERSHIP, Revised as of 2/11/2009.

**DELETE** – Existing 4.2 Maximums Funds, sub- items 4.2.1”Initial Terms” 4.2.2 “Renewal Term” are deleted in their entirety and replaced to read:

4.2. Fees. For and in consideration of the satisfactory performance of the services by Center pursuant to section 3.0 and compliance with the terms and conditions of this Agreement, COUNTY shall pay Center in accordance with the FEE SCHEDULE – ATTACHMENT A-2 which is attached hereto and made a part hereof.

4.2.1 Not to exceed amount: NA– As needed basis contract

4.2.2 Additional Fees: Not applicable

**NUMBER CHANGE** - 4.2 Invoicing and Payment – from the current Agreement is hereby deleted in its entirety, and re-numbered as 4.3 to read :

4.3 Invoicing. Center shall invoice County monthly for services rendered pursuant to this Agreement. Invoices shall be submitted within 20 working days after the end of each calendar month in which services are rendered. Invoice will be submitted pursuant to services provided under this Agreement and in accordance with Attachment A-1 and A-2. As used in the immediately preceding sentence, a “working day” is any day on which County is open for business. Each invoice shall include the following information:

4.3.1 the name of the child;

4.3.2 the type of service provided;

4.3.3 the dates (in chronological order) upon which services were provided;

4.3.4 the rate applicable to the services provided;

4.3.5 the total amount being requested by service type, according to the fee schedule numbering sequence.

4.3.6 No Duplication. Center acknowledges and agrees that Center will receive payment for the services it provides hereunder solely from COUNTY and that there will be no duplicate payments from other sources for the same client services which are paid for by COUNTY and requested by Center under the monthly invoices.

4.3.7 Non -Supplanting. Funds will not be used to supplant state or other local funds. Potential supplanting can be the subject of contract compliance review and audit. Funds paid to Center for these SERVICES shall be used to supplement and not supplant other Federal, State, and local public funds provided for activities under this section.

Original invoices shall be sent to: Financial Services - 2515 South Congress Av. - Austin, Texas 78704 with a copy addressed to the attention of the Probation Services Division Director

**NUMBER CHANGE** 4.4 Current 4.3 will be re-numbered to read: 4.4; the wording section continues the same.

**NUMBER CHANGE** 4.5 Current 4.4 will be re-numbered to read: 4.5; the wording section continues the same.

4.6. Timely Payment. The COUNTY shall pay Center within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Juvenile Probation Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.7 Overpayment. Center shall refund to COUNTY any money which has been paid to Center by COUNTY, which COUNTY reasonably determines has resulted in overpayment to Center. Such refund shall be made by Center to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with Center and Center fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to Center.

4.8 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the Center is delinquent in the payment of property taxes at the time of invoicing, the Center hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.9 Disbursements to Persons with Outstanding Debts to Other Governmental Bodies. If notice of indebtedness has been filed with the County Auditor evidencing the indebtedness of a person to the state, the county, or a salary fund, a warrant may not be drawn on a County fund in favor of a person, or an agent or assignees of a person, until the person owing the debt is notified that the debt is outstanding and the debt is paid.

4.10 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by Center before or after the term of this Agreement.

4.11 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of COUNTY, COUNTY may terminate this Agreement after giving Center 20 days written notice that this Agreement is terminated due to the failure to fund it.

Last Updated 3-26-09

## **Attachment A-1**

### **Service Descriptions**

1) **Advocacy Services**: Services designed to support the Covered Individual/Family Member and his/her Guardian in decision making, accessing needed services, and exercising their legal rights within service delivery systems and the larger community. Advocacy Services:

- Must be provided on behalf of the Covered Individual/Family Member
- Are provided in the home, community, school, or institutional environments.
- Address identified advocacy needs of the Individual/Family as determined by the Child and Family Team
- Cannot be billed simultaneously with another Community Support Service
- Do not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Do not include time waiting to provide service
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with one years experience with the target population and demonstrated understanding of the rights of individuals/families within service delivery systems and the larger community.

2) **After School Group Supports**: A structured program that bridges the gap between regularly scheduled school and home by engaging the Covered Individual/Family Member in organized group activities that promote the development of appropriate socialization, recreation, communication, problem solving, an/or life skills in a safe and supervised environment. After School Group Supports are provided only to children whose after school care needs cannot be met in a generic community after school program due to behavioral or emotional needs. After School Group Supports:

- Must be provided face-to-face with the Covered Individual/Family Member
- Can be provided in the community or in a site-based facility.
- Address an identified need for after school group support services as determined by the Child and Family Team
- Are provided in groups of two to five Covered Individuals/Family Members per staff person in a community-based program and in groups of two to six Covered Individuals/Family Members per staff person in a facility-based program.
- Support, rather than supplant, the Family's natural resources and support network
- Cannot be provided when a Parent, Guardian, or Primary Caregiver is available
- Do not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Do not include time waiting to provide service
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year of related experience with the target population.

**3) Art Therapy:** A therapeutic intervention that utilizes art media, images, the creative process, and the Covered Individual/Family Member's response to creative artworks as the primary modality of active treatment. Art Therapy is focused on individualized therapy goals and is based on a knowledge of human developmental and psychological theories which are implemented within the full spectrum of assessment and treatment, including educational, psychodynamic, cognitive, transpersonal, and other therapeutic means of reconciling emotional conflicts, fostering self awareness, developing social skills, managing behavior, solving problems, reducing depression, stress, and anxiety, aiding reality orientation, and increasing self-esteem. Art Therapy:

- Must be delivered consistent with professional standards of practice
- Can be delivered in the Covered Individual/Family's home, the Provider's office, or in the community
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- Addresses identified individual needs as determined by assessment and in conjunction with the Child and Family Team
- Is provided as a 1:1 service, unless specifically authorized by the Care Coordinator as a group service
- Does not include time waiting to provide services.
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Does not include supervision of services or tasks outside the scope of professional certification
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Registered as a Board Certified Art Therapist (ATR-BC) or Registered Art Therapist (ATR) by the Art Therapy Credentials Board.

**4) Audiology Services:** The assessment, evaluation, counseling, habilitation, or rehabilitation of a Covered Individual/Family Member who has, or is suspected of having, hearing disorders or vestibular function disorders by a professional licensed in Audiology. Audiologists are also licensed to dispense, sell, and manage fittings for hearing instruments.

- Must be delivered consistent with professional standards of practice
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or fit, dispense, and manage hearing devices
- Is typically delivered in the Practitioner's office
- Addresses identified individual needs as determined by assessment and in conjunction with the Child and Family Team
- Is provided as a 1:1 service
- Does not include transportation of an individual, travel time, or time waiting to provide services
- Does not include supervision of services or tasks outside the scope of professional certification/licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed as an Audiologist or Licensed Assistant in Audiology or Licensed Intern in Audiology by the Texas State Board of Examiners for Speech-Language Pathology and Audiology.



**5) Behavioral Aide Services:** Direct support services provided to a Covered Individual/Family Member that specifically focus on the reduction or elimination of maladaptive behaviors in the home, school, and community, thereby reducing stress within the family and/or reducing delinquent or criminal behaviors that may result in placement in a more restrictive setting. Behavioral Aide Services provide direct support and assistance to the Covered Individual/Family Member to interact appropriately within multiple environments by implementing Individual Behavior Support Programs and strategies that reinforce positive behaviors, teach socially appropriate replacement behaviors, and develop coping and anger management skills. Behavioral Aide services:

- Must generally be provided face-to-face with the Covered Individual/Family Member
- Can be provided over the telephone in a behavioral crises that is more expediently handled by telephone than in person
- May be delivered in the Practitioner’s office, the Covered Individual/Family Member’s home, or the community
- Is generally not provided in a school setting unless specifically authorized by the Care Coordinator, pending approval or after denial of school funded behavioral supports.
- Is not provided in a 24 hour residential setting
- Address identified behavioral needs of the individual as determined by the Child and Family Team
- Cannot be billed simultaneously with another Community Support Service
- Must be provided as a 1:1 service, unless authorized as a group service by the Care Coordinator
- Do not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider’s vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family Member
- Do not include time waiting to provide service
- Unit of Service: 15 minutes
- Credentialing Requirement: High School Diploma or GED with a minimum of one year experience with the target population.

**6) Behavioral Therapy:** Specialized interventions that assist a Covered Individual/Family Member to increase adaptive behaviors and to replace or modify maladaptive and socially unacceptable behaviors that prevent or interfere with his/her inclusion in home and community life. Behavior Therapy includes assessment and analysis of the behavior(s) to be targeted for change and development of an Individual Behavior Support Plan consistent with outcomes identified by the Child and Family Team. This service also provides training and consultation with Family Members, Support Providers, and the Covered Individual in the purpose, goals, methods, and documentation of the Individual Behavioral Support Plan. Additionally, Behavior Therapists monitor and evaluate the success of the Individual Behavioral Support Plan and make modifications of the Plan as necessary based on documented progress or lack of progress.

- Must be delivered consistent with professional standards of practice
- Typically requires face-to-face contact with, or observation of, the Covered Individual or Family to conduct assessments or provide specialized interventions to increase adaptive behaviors and/or replace or modify maladaptive or socially unacceptable behaviors
- May be delivered in the Practitioner’s office, the Covered Individual’s home, or the community
- Includes Face-to-face or telephone contact with a Psychiatrist/Psychologist regarding the behavior and/or mental health condition of a specific individual
- Addresses identified individual needs as determined by assessment, the Child and Family Team, and in conjunction with a Licensed Physician/Psychologist, as appropriate
- Is provided as a 1:1 service
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider’s vehicle
- Does not include time waiting to provide service

- Does not include supervision of services or tasks outside the scope of professional licensure
- Assessments/Evaluations are paid at a different hourly rate and are billable up to a maximum of four hours
- Unit of Service: 15 minutes
- Licensed Psychologist (PhD) or Licensed Psychological Associate (LPA) by the Texas Board of Psychological Examiners, Board Certified Behavior Analyst (BCBA), Board Certified Associate Behavior Analyst (BCABA).

**7) Camp Services:** A time-limited day enrichment program operating during scheduled school breaks that incorporates a wide range of structured group recreation and leisure activities designed to assist a Covered Individual/Family Member in developing positive self-expression and self-esteem by providing opportunities for social interaction ,teamwork, creativity, skills acquisition, exercise, and play in a safe and supervised environment.  
Camp Services:

- Must be provided face-to-face with the Covered Individual/Family Member
- May include community activities as part of the camp itinerary.
- Address an identified need for camp services as determined by the Child and Family Team
- Are provided in groups of two or more with a minimum of one staff person to every six individuals at the camp facility and/or one staff person to every five individuals while engaged in community activities.
- Support, rather than supplant, the Family's natural resources and support network
- Do not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Does not include time waiting to provide service
- Unit of Service: daily
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year of related experience with the target population or providing a similar service

**8) Case Management:** Systematic, outcome focused needs-based activity that assists Covered Individuals and their Families by locating, linking, coordinating, and facilitating access to needed services. The primary focus of Case Management is on linkage and coordination of community supports and resources and not on the direct delivery of those supports and resources by the Case Manager. Case Management:

- Generally must be provided face-to-face or by telephone contact with the Covered Individual and/or Family.
- May include time spent by the Provider in collateral contacts
- Can be provided in the Covered Individual/Family's home, school, community, or institutional setting.
- Addresses identified needs of the Individual/Family as determined by the Child and Family Team
- Activities must directly benefit the Covered Individual
- Must be provided as a 1:1 service with the Covered Individual and/or Family
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Does not include time waiting to provide service
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year experience with the target population or Bachelors Degree in a Human Service field.

**9) Counseling:** The assessment, evaluation, and treatment of a Covered Individual/Family Member through the therapeutic relationship, using a combination of mental health, psychotherapeutic, and human development principles, methods, and techniques, including the use of psychotherapy, to achieve the goal-directed development of an individual, sibling, parent/guardian, or family emotionally, socially, morally, educationally, spiritually, or vocationally. Counseling may focus on a wide range of issues based upon the assessed need of the Covered Individual/Family including problem resolution, physical and sexual abuse, substance abuse, lack of trust, anger, depression, anxiety, fear, family interactions, personal interactions, attachment, and cognitive thinking which interferes with successful integration in family and community life. Counseling:

- Must be delivered consistent with professional standards of practice
- Requires face-to-face contact with the Covered Individual or Family Member to conduct assessments or provide Counseling Services
- Includes Face-to-face or telephone contact with a Licensed Psychiatrist/Psychologist regarding the behavior and/or mental health condition of a specific individual
- Addresses identified individual and family needs as determined by assessment, the Child and Family Team, and in conjunction with a Licensed Physician/Psychologist, as appropriate
- May be provided in the practitioner's office, in the community, or in the individual's home.
- Is provided as a 1:1 service, unless otherwise authorized as a group service by the Care Coordinator
- Provided in groups must consist of a minimum of two individuals and a maximum of seven individuals
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Does not include time waiting to provide services.
- Does not include supervision of services or tasks outside the scope of professional licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed Medical Doctor (MD/Psychiatrist) or Licensed Doctor of Osteopathic Medicine (DO/Psychiatrist) or Licensed Psychologist (PhD) or Licensed Professional Counselor (LPC) or Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Counselor (LMFT), or Master's Level Clinician with a graduate degree in a human services field (psychology, social work, counseling) working toward licensure under the direct clinical supervision of one of the above licensed professionals. Outpatient substance abuse counseling may also be provided by a Licensed Chemical Dependency Counselor (LCDC)

**10) Crisis Intervention and Support:** None-clinical activities, interventions, and supports provided to the Covered Individual/Family in an emergent situation. Crisis Intervention and Support includes the coordination of emergency services, preventative measures, and problem solving before, during, or after the crisis event to assist the Covered Individual and their Family in averting a crises or responding to the crisis in an effective manner. Crisis Support:

- Must be provided face-to-face or by telephone contact with the Covered Individual and/or Family.
- May include time spent by the Provider in collateral contacts during the crisis
- Can be provided in the Covered Individual/Family's home, school, institution, or community
- Cannot be billed simultaneously with another Community Support Service
- Must be provided as a 1:1 service with the Covered Individual or Family
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Does not include time waiting to provide service
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year experience with the target population.

**11) Dance/Movement Therapy:** A therapeutic intervention that utilizes dance and movement as the primary modality of active treatment. Dance/Movement Therapy focuses on individualized therapy goals and uses dance and movement as a psychotherapeutic process to further the emotional, cognitive, and physical integration of the individual. Dance/Movement Therapy is based on knowledge of movement observation and analysis, human development, and psychological theory and is designed to effect positive changes in a Covered Individual/Family Member's emotional well-being, cognition, physical functioning and behavior. Dance/Movement Therapy:

- Must be delivered consistent with professional standards of practice
- Can be delivered in the Covered Individual/Family's home, the Provider's office, or in the community
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- Addresses identified individual needs as determined by assessment and in conjunction with the Child and Family Team
- Is provided as a 1:1 service, unless specifically authorized by the Care Coordinator as a group service
- Does not include time waiting to provide services.
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Does not include supervision of services or tasks outside the scope of professional certification
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Dance Therapist Registered (DTR) or Academy of Dance Therapy Registered (ADTR) by the American Dance Therapy Association.

**12) Dietary Services:** The assessment and evaluation of the nutritional status and needs of a Covered Individual/Family Member, including the identification of resources and constraints in dietary practices, by a professional licensed to practice Dietetics. Dietitians' establish priorities and goals that assist a Covered Individual/Family Member in meeting his/her nutritional needs and are consistent with available resources and constraints. Dietary services include the provision of nutrition education and counseling in health and disease and the development and implementation of nutritional plans.

- Must be delivered consistent with professional standards of practice
- Require face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide education
- May be delivered in the Practitioner's office, the Covered Individual/Family Member's home, or the community
- Address identified individual needs as determined by assessment and in conjunction with the Child and Family Team and a Licensed Physician, as appropriate
- Is provided as a 1:1 service
- Do not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Do not include time waiting to provide service
- Do not include supervision of services or tasks outside the scope of professional licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator
- Unit of Service: 15 minutes
- Credentialing Requirement: A person who is Licensed as a Dietician (LD) or Registered as a Dietician (RD) by the Texas State Board of Examiners of Dietitians

**13) Life Skills Training:** Direct support services provided to a Covered Individual/Family Member that focus on the attainment of specific life skills and the development of generic community and non-paid support systems to enable an individual sixteen years or older to function independently and successfully in the community. Life skills Training may include support with employment/vocational training efforts, support for GED completion, budgeting and money management, household management, nutrition, and/or safety skills. Life Skills Training:

- Is provided in the Covered Individual/Family Member's home or in the community
- Must be provided face-to-face with the Covered Individual/Family Member
- Addresses identified life skill and transitional needs of the individual as determined by the Child and Family Team
- Cannot be billed simultaneously with another Community Support Service
- Must be provided as a 1:1 service, unless authorized as a group service by the Care Coordinator
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family Member
- Does not include time waiting to provide service
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with demonstrated proficiency in the identified life skill area and one year experience with the target population.

**14) Massage Therapy:** A therapeutic health intervention that utilizes the manipulation of the soft tissue by hand or through a mechanical or electrical apparatus for the purpose of body massage and includes stroking, kneading, percussion, compression, vibration, friction, nerve strokes, and Swedish gymnastics as the primary modality of treatment. Massage Therapy is primarily used to reduce stress manifested in the soft tissues and promotes physical relaxation and emotional well-being. Massage Therapy:

- Must be delivered consistent with professional standards of practice
- May be provided in the Covered Individual/Family's home or Provider office
- Requires face-to-face contact with the Covered Individual/Family Member to provide therapy
- Addresses identified individual needs as determined by the Child and Family Team
- Is provided as a 1:1 service
- Does not include transportation of an individual, travel time, or time waiting to provide services.
- Does not include supervision of services or tasks outside the scope of professional certification
- Cannot exceed more than one-and-one-half hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Registered as a Massage Therapist (RMT) by the Texas Department of State Health Services.

**15) Medication Management Services:** A medical service provided to a Covered Individual/Family Member to evaluate the need for treatment with medications used for psychiatric disorders. Medication Management includes the prescription and monitoring of psychiatric medications and must be provided by a Licensed Physician or Licensed Nurse Practitioner. Medication Management Services:

- Must be delivered consistent with professional standards of practice
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessment/evaluation  
Address an identified individual need as determined by assessment, the Child and Family Team, and in conjunction with a Licensed Physician
- May include time spent obtaining medical, behavioral, adaptive, psychosocial, historical, or other relevant information from collateral contacts

- Include feedback, consultation, and education to the Family, Care Coordinator, and Covered Individual, as appropriate
- Are conducted in the practitioner's office
- Do not include transportation of an individual, travel time, or time waiting to provide services.
- Does not include supervision of services or tasks outside the scope of professional licensure
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed Medical Doctor (MD/Psychiatry) or Licensed Doctor of Osteopathic Medicine (DO/Psychiatry) or Licensed Nurse Practitioner (LNP).

**16) Mentoring Services:** There are three categories of Mentoring Services:

1. Individual Mentoring: A community based service in which a positive adult role model engages a Covered Individual/Family Member in a one-to-one relationship and functions as a friend, advocate and life coach.
2. Family Mentoring: A community based service in which a positive adult role model engages a Covered Individual and one or two of his/her Family Members in activities that focus on facilitating successful relationships between the Covered Individual and his/her Family Members, to improve the Individual's ability to function successfully in the home.
3. Special Event Group Mentoring: A community based service in which a positive adult role model engages two or three Covered Individuals/Family Members in a scheduled special event for the purposes of facilitating social interaction, peer relationships, and/or personal development and growth.

**Mentoring:**

- Must be provided face-to-face with the Covered Individual(s) and/or the Covered Individual and Family Members
- Is primarily provided in the community
- Addresses identified needs of the Covered Individual/Family as determined by the Child and Family Team
- Cannot be billed simultaneously with another Community Support Service
- Must be provided as a 1:1 service, unless authorized as Family Mentoring or Special Event Group Mentoring by the Care Coordinator
- Is limited to the Covered Individual and no more than two additional Family Members for Family Mentoring
- Is limited to three individuals for Special Event Group Mentoring
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Does not include time waiting to provide service
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year experience and the demonstrated ability to develop rapport with the target population.

**17) Music Therapy:** A therapeutic intervention that utilizes music as the primary modality of active treatment. Music Therapy focuses on individualized therapy goals and uses music within a therapeutic context to address physical, emotional, cognitive, communication, and socialization needs of the Covered Individual/Family Member. Music Therapists use both instrumental and vocal music strategies to facilitate desired outcomes. Music Therapy is based on knowledge of music theory and practice, human development, and psychological theory and is designed to effect positive changes in an individual's emotional well-being, cognition, physical functioning, and behavior. Music Therapy:

- Must be delivered consistent with professional standards of practice
- Can be provided in the Covered Individual/Family's home, Provider office, or other community location
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- Addresses identified individual needs as determined by assessment and in conjunction with the Child and Family Team
- Is provided as a 1:1 service, unless specifically authorized by the Care Coordinator as a group service
- Does not include time waiting to provide services.
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Does not include supervision of services or tasks outside the scope of professional certification
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Registered as a Music Therapist Board Certified (MT-BC), Registered Music Therapist (RMT), Certified Music Therapist (CMT), or Advanced Certified Music Therapist (ACMT) by the American Music Therapy Association.

**18) Nursing Services:** The performance of health care treatments and monitoring of health care procedures that requires specialized judgment and skill as ordered by a Physician/Licensed Medical Practitioner and/or required by standards of professional practice or state law to be performed by a Registered Nurse, a Licensed Vocational Nurse, or a Licensed Nurse Practitioner. Nursing includes the observation, assessment, intervention, evaluation, rehabilitation, care, counseling, and health related education of a Covered Individual/Family Member who is ill, injured, infirm, or experiencing a change in normal health processes.

- Must be delivered consistent with professional standards of practice
- Typically requires face-to-face contact with the Covered Individual/Family Member to conduct health-related education, assessment, monitoring, and/or provide treatment, including medication administration.
- Includes Face-to-face or telephone contact with a Licensed Physician regarding the health/medical condition of a specific individual
- Addresses identified individual needs as determined by assessment and the Child and Family Team in coordination with a Licensed Physician/Licensed Medical Practitioner.
- Takes place in the home setting, unless specifically authorized by the Care Coordinator
- Is provided as a 1:1 service
- Includes training of non-licensed personnel by a Licensed Nurse in the performance, monitoring, reporting and documentation of health/medical interventions for a Covered Individual/Family Member
- Does not include transportation of an individual, travel time, or time waiting to provide services.
- Does not include arranging medical appointments
- Does not include providing Nursing Services without established and documented medical necessity
- Does not include reordering, refilling, or delivering medications
- Does not include supervision of services or tasks outside the scope of professional licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit if Service: 15 minutes
- Credentialing Requirement: Licensed by the Texas State Board of Nursing Examiners as a Licensed Vocational Nurse (LVN) or Registered Nurse (RN) or Licensed Nurse Practitioner (LNP).

Last Updated 3-26-09

**19) Occupational Therapy:** The use of purposeful activity or intervention to facilitate the restoration of a Covered Individual/Family Member's greatest possible level of independence by a person licensed in Occupational Therapy. Occupational Therapy provides services to individuals limited by physical injury or illness, cognitive impairment, psychosocial dysfunction, mental illness, developmental/learning disabilities or adverse environmental conditions. Occupational Therapy services include the evaluation/assessment, treatment, and education of an individual directed toward developing, improving, or restoring daily living skills, play and leisure skills, and work/school performance through intervention methodologies designed to develop, restore, or maintain sensor motor, oral-motor, perceptual or neuromuscular functioning, joint range of motion; and the emotional, cognitive, or psychosocial components of performance.

- Must be delivered consistent with professional standards of practice
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- May be delivered in the Practitioner's Office, Covered Individual/Family Member's home, or in the community
- Addresses identified individual needs as determined by assessment by a Licensed or Registered Occupational Therapist, (OTR or LOT), the Child and Family Team and a Licensed Physician
- Is provided as a 1:1 service, unless otherwise authorized as a group service by the Care Coordinator
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Does not include time waiting to provide service
- Does not include supervision of services or tasks outside the scope of professional licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed as an Occupational Therapist, Registered (OTR) by the Texas Board of Occupational Therapy Examiners or licensed as an Occupational Therapist (LOT) by the Texas Board of Occupational Therapy Examiners or licensed or certified as an Occupational Therapy Assistant (LOTA/COTA) by the Texas Board of Occupational Therapy Examiners.

**20) Other Wellness Therapies:** A Wellness Therapy is any of a wide variety of therapeutic interventions whose application promotes physical well being and good health and facilitates healing and wellness in the physical, mental, and/or emotional aspects of a Covered Individual/Family Member thereby enabling him/her to live a more healthful, balanced, and fulfilling life. Other Wellness Therapies:

- Must be delivered consistent with professional standards of practice
- Must be delivered in the Covered Individual/Family Member's home or Provider office
- Require face-to-face contact with the Covered Individual/Family Member to provide therapy
- Address identified individual needs as determined by the Child and Family Team
- Are provided as a 1:1 service
- Do not include transportation of an individual, travel time, or time waiting to provide services.
- Do not include supervision of services or tasks outside the scope of professional certification
- Must have Care Coordination Supervisory approval to be authorized
- Cannot exceed more than one-and-one-half hours per service event, unless pre-authorized by the Care Coordinator and approved by the Care Coordination Supervisor.
- Unit of Service: 15 minutes
- Credentialing Requirement: Certification, licensing, or registration by appropriate professional organization.



**21) Parent Coaching:** Services provided to the Parent of a Covered Individual to assist in the acquisition and development of effective parenting skills and techniques for management of the Covered Individual/Family Member's behavior or symptoms. Parent Coaches also assist the Parents/Guardians of a Covered Individual in accessing needed services and in navigating through service delivery systems. Parent Coaching:

- Must be provided face-to-face or by telephone contact with the Covered Individual's Parent, Guardian, or Primary Caregiver.
- Is provided in the Covered Individual's home or in the community
- Addresses identified parenting skills and needs as determined by the Child and Family Team
- Cannot be billed simultaneously with another Community Support Service
- Must be provided directly to the Parent, Guardian, or Primary Caregiver of a Covered Individual.
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual's Parent, Guardian, or Primary Caregiver is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family.
- Does not include time waiting to provide service
- Cannot be provided for more than four consecutive hours, unless prior authorization is obtained from the Care Coordinator
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year experience with the target population and demonstrated proficiency in the provision of parenting skills training.

**22) Physical Therapy:** The examination, assessment, evaluation, and utilization of exercises, rehabilitative procedures, massage, manipulations, and physical agents including, but not limited to, mechanical devices, heat, cold, air, light, water, electricity, and sound to assist in the diagnosis and treatment of a Covered Individual/Family Member in acute or prolonged movement dysfunction or pain of anatomic or physiologic origin by a person licensed in Physical Therapy.

- Must be delivered consistent with professional standards of practice
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- Is typically delivered in the Practitioner's office
- Addresses identified individual needs as determined by assessment by a Licensed Physical Therapist (PT), the Child and Family Team, and in conjunction with a Licensed Physician
- Is provided as a 1:1 service
- Does not include transportation of an individual, travel time, or time waiting to provide services
- Does not include transportation of an individual, travel time, or time waiting to provide services
- Does not include supervision of services or tasks outside the scope of professional licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed as a Physical Therapist (PT) by the Texas Board of Physical Therapy Examiners or licensed as a Physical Therapy Assistant (PTA) by the Texas Board of Physical Therapy Examiners.

**23) Psychiatric Assessment and Evaluation:** A face-to-face evaluation of a Covered Individual/Family Member by a Licensed Psychiatrist to determine mental, emotional, or behavioral capabilities from a medical perspective. A psychiatric evaluation includes a description of presenting problems and symptoms; information about current and past physical and psychiatric illnesses treatments, and medications; family and social history; clinical impressions; diagnostic information; and treatment recommendations. Psychiatric Assessment/Evaluation Services:

- Must be delivered consistent with professional standards of practice
- Require face-to-face contact with the Covered Individual/Family Member to conduct assessment/evaluation
- Address an identified individual need for Psychiatric Assessment/Evaluation as determined by the Child and Family Team
- May include time spent obtaining information relevant to the evaluation from the Covered Individual's family members and/or other collateral contacts
- Include feedback and results interpretation to the Family, Care Coordinator, and Covered Individual, as appropriate
- Are conducted in the practitioner's office
- Do not include transportation of an individual, travel time, or time waiting to provide services
- Does not include supervision of services or tasks outside the scope of professional licensure
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed Medical Doctor (MD/Psychiatry) or Licensed Doctor of Osteopathic Medicine (DO/Psychiatry)

**24) Recreation Therapy:** A therapeutic intervention that utilizes recreation and leisure activities as the primary modality of active treatment for health restoration, remediation, habilitation, and/or rehabilitation for Covered Individuals/Family Members who are limited in their functional abilities due to illness, maladaptation, or disability. Recreation Therapy includes structured activities which target the reduction of specific symptoms and maladaptations and/or the enhancement of specific functional skills which necessitate intervention by a professional certified in Recreational Therapy. Recreation therapy:

- Must be delivered consistent with professional standards of practice
- Must be delivered in the community
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- Addresses identified individual needs as determined by assessment and in conjunction with the Child and Family Team
- Is provided as a 1:1 service, unless specifically authorized by the Care Coordinator as a group service
- Does not include time waiting to provide services.
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Does not include supervision of services or tasks outside the scope of professional certification
- Cannot exceed more than four consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Certification as a Therapeutic Recreation Specialist (CTRS) by the National Council for Therapeutic Recreation Certification or certification as a Therapeutic Recreation Specialist/Texas Certified (TRS/TXC) or Therapeutic Recreation Associate/Texas Certified (TRA/TXC) by the Consortium for Therapeutic Recreation/Activities Certification, Inc.

**26) Respite Services:** A service that provides for the planned or emergency, short-term, non-routine relief of the unpaid Caregiver of a Covered Individual/Family Member. Respite Services provide supervision of the Individual to ensure their health, safety, security, nutritional, social, and recreational needs are being met in the absence of the Primary Caregiver. Respite also includes habilitation and other community support activities that facilitate the individual's inclusion in the community, social interaction, participation in leisure activities, and development of socially valued behaviors, daily living, and independent living skills. Respite Services:

- Must be provided face-to-face to the Covered Individual/Family Member
- Can be provided in the Covered Individual's home, in the Provider's home, in the community, or in a community-based facility
- That are site-based can only be provided in a community-based facility or Service Provider's home that has been prior approved by the MSO
- Cannot be billed simultaneously with Community Support Services if billed hourly
- Address an identified need of the Covered Individual's Family for respite as determined by the Child and Family Team
- Support, rather than supplant, the Family's natural resources and support network
- Can be provided as a 1:1 service with the Covered Individual/Family or in groups
- Do not allow for more than 3 children in a Provider home-based Respite site at any given time.
- Do not allow a staff -to-child ratio of less than one staff to five children in Community Based Respite programs.
- Do not allow a staff-to-child ratio of less than one staff to six children in Facility Based Respite programs.
- Do not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Do not include time waiting to provide service
- Cannot be provided to a Covered Individual/Family Member living independently in the community
- Unit of Service: For hourly respite: 15 minute increments up to 10 hrs
- For daily respite 10 or more consecutive hrs constitutes 1 day of respite
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year experience with the target population.

**27) Speech-Language Pathology:** The assessment, evaluation, counseling, habilitation or rehabilitation, of a Covered Individual/Family Member who has, or is suspected of having, a disorder of speech, voice, language, oral pharyngeal function, or speech-language related cognitive processes by a professional licensed in Speech-Language Pathology. Speech-Language Pathology:

- Must be delivered consistent with professional standards of practice
- Requires face-to-face contact with the Covered Individual/Family Member to conduct assessments or provide therapy
- Is typically delivered in the Practitioner's office
- Addresses identified individual needs as determined by assessment by a Licensed Speech Pathologist and in conjunction with the Child and Family Team
- Is provided as a 1:1 service
- Does not include transportation of an individual, travel time, or time waiting to provide services.
- Does not include supervision of services or tasks outside the scope of professional licensure
- Cannot exceed more than two consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Licensed as a Speech-Language Pathologist or licensed as an Intern in Speech-Language Pathology or Licensed as an Assistant in Speech-Language Pathology by the Texas State Board of Examiners for Speech-Language Pathology and Audiology.

■

**28) Team Meeting:** A scheduled face-to-face meeting between Child and Family Team Members for the purpose of coordinating services, developing service delivery strategies, assessing the Covered Individual/Family's response to services, and modifying the Plan of Care as needed. Team Meetings must include at a minimum the Covered Individual's Parent/Guardian/Primary Caregiver and the Care Coordinator. Meeting participants may also include the Covered Individual, Direct Service Providers, Agency/System Representatives, Family Members, Friends, and Advocates. Team Meetings:

- Is provided in the home, school, community, or institutional setting
- Cannot be billed simultaneously with another Community Support Service
- Must be provided face-to-face with the Covered Individual's Parent/Guardian/Primary Caregiver and the Care Coordinator at a minimum.
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family is present in the Provider's vehicle
- Does not include time waiting to provide service
- Cannot be provided simultaneously with a public school Admission, Review, and Dismissal (ARD) meeting.
- Cannot exceed more than three hours per billable event, unless authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: NA

**29) Tutoring:** Educational training, support, and remedial assistance during non-school hours to bring a covered individual up to academic grade level by a Provider with knowledge or expertise in the subject area. Tutoring must be based on assessed academic need and does not include the instruction of non-academic skills. Tutoring:

- Must be provided face-to-face with the Covered Individual/Family Member
- Is provided in the Covered Individual/Family Member's home or in the community
- Addresses identified academic needs of the individual as determined by assessment and the Child and Family Team
- Cannot be billed simultaneously with another Community Support Service
- Must be provided as a 1:1 service
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family Member
- Does not include time waiting to provide service
- Cannot exceed more than three consecutive hours per billable event, unless pre-authorized by the Care Coordinator.
- Unit of Service: 15 minutes
- Credentialing Requirement: Minimum of a High School Diploma or GED with demonstrated proficiency in the identified academic skill area and one year experience with the target population.

**30) Misc. Basic Services listed below are services that the MSO provides, and are included in this Agreement contingent of fee negotiation at the time of referral.**

**30a.) Therapeutic Foster Care:** A living arrangement providing twenty-four hour intensive support services and supervision in a homelike environment to a Covered Individual/Family Member with a serious emotional disturbance who is temporarily unable to live in the home of his/her Family or Primary Caregiver. Therapeutic foster care:

- Must be provided face-to-face with the Covered Individual/Family Member
- Must include room, board, transportation, access to school services, access to medical care, and the appropriate level of supervision for the Covered Individual/Family Member based on needs, age, and level of care.
- Must be provided as a Facility-based Residential Service or in an individual service Provider's home that has been prior approved by DFPS
- Addresses an identified need for Therapeutic Foster Care as determined by the Child and Family Team
- Cannot be billed simultaneously with Respite, Shelter Care, In-patient Substance Abuse Services, Group After School Care, Camp, or Child Care/Supervision.
- Must maintain at a minimum a one-to-six staffing ratio, unless otherwise indicated by applicable standards of care
- Must comply with all applicable local, state, and federal rules, regulations, and standards of care
- Unit of Service: daily
- Credentialing Requirement: Must be certified by DFPS as a therapeutic foster home.

**30b.) Child Care/Supervision:** Routine supervision and monitoring of a Covered Individual/Family Member's basic needs when the Primary Caregiver(s) are absent from the home due to the routine demands of the Family schedule. Childcare/Supervision is usually provided after school and occasionally on weekends. Child Care/Supervision:

- Must be provided face-to-face with the Covered Individual/Family Member
- Can be provided in the Covered Individual's home, in the Provider's home, or in a community setting.
- Addresses an identified need for Child Care Services as determined by the Child and Family Team
- May be provided as a 1:1 or group service with the Covered Individual/Family Member.
- No more than five individuals can be provided child care/supervision by a single provider staff person when billed as a group service.
- Supports, rather than supplants, the family's natural resources and support network
- Cannot be provided when a Parent, Guardian, or Primary Caregiver is available
- Does not include the travel time of the Service Provider to-and-from the location of service, unless the Covered Individual/Family Member is present in the Provider's vehicle
- Cannot be provided by someone who resides in the same residence as the Covered Individual/Family
- Does not include time waiting to provide service
- Unit of Service: For hourly child care: 15 minutes up to 6 hrs
- For daily child care 6 or more consecutive hours
- Credentialing Requirement: Minimum of a High School Diploma or GED with at least one year of related experience

**30c.) Shelter Care:** Short-term, non-clinical 24 hour service for a Covered Individual/Family Member transitioning from one living situation to another or needing emergency and/or temporary housing and shelter. Shelter Care:

- Must be provided face-to-face with the Covered Individual/Family Member
- Must include room, board, transportation, access to school services, access to medical care, and the appropriate level of supervision for the Covered Individual/Family Member based on needs, age, and level of care.
- Must be provided as a facility-based residential service or in a Service Provider's home that has been prior approved by the MSO
- Addresses an identified need for shelter care as determined by the Child and Family Team
- Cannot be billed simultaneously with Respite, Therapeutic Foster Care, In-patient Substance Abuse Services, Group After School Care, Camp, or Child Care/Supervision.
- Must maintain at a minimum a one-to-six staffing ratio, unless otherwise indicated by applicable standards of care
- Must comply with all applicable local, state, and federal rules, regulations, and standards of care
- Unit of Service: daily
- Credentialing Requirement:
  - For Facility-based Service: Organizational providers must comply with all applicable licensure/certification requirements. Licensing/Certification requirements will also determine staff qualifications.
  - For Individual Providers: Minimum of a High School Diploma or GED with at least one year of related experience with the target population.

Attachment A – 2

FEE SCHEDULE

SERVICE RATES CHART FOR CHILDREN'S PARTNERSHIP- REVISED AS OF 2/11/09

Item #	Service Description Categories	Unit	Rate/Cost	Comments
1	Advocacy Services	Hr	\$25.00	
2	After School Group Supports	Hr	\$15.00	Per person up to 5
3	Art Therapy	Hr	\$65.00	
4	Audiology Services	Hr	\$65.00	On going services
5	Behavioral Aide Services	Hr		
	5a. Individual		\$25.00	
6	Behavioral Therapy	Hr	\$69.00	
	6a. Behavioral Therapy Specialized	Hr	\$75.00	Specialized contract for unique service provision
7	Camp Services	Day	\$90.00	6 hours or more
8	Case Management	Hr	\$25.00	
9	Counseling			MD Negotiate rate; specialized contract for unique service provision
	9a. Individual Counseling	hr	\$65.00	
	9b. Group Counseling	hr	\$17.00	Per person up to 7
10	Crisis Intervention and Support	Hr	\$25.00	
11	Dance / Movement Therapy	Hr	\$65.00	
12	Dietary Services	Hr	\$55.00	
13	Life Skills Training (individual)	Hr	\$25.00	
14	Massage Therapy	Hr	\$65.00	
15	Medication Management Services	Hr	\$45.00	
16	Mentoring Services			
	16a. Individual	Hr	\$25.00	
	16b. Family	Hr	\$30.00	
	16c. Special Event	Hr	\$15.00	Per person up to 3
17	Music Therapy	Hr	\$65.00	
18	Nursing Services (RN)	Hr	\$60.00	
19	Occupational Therapy	Hr	\$65.00	
20	Other Wellness Therapies	Hr	\$62.00	
21	Parent Coaching	Hr	\$25.00	
22	Physical Therapy (PT)	Hr	\$65.00	
23	Psychiatric Assessment and Evaluation	Hr	\$125.00	
24	Recreational Therapy			
	24a. Recreational Therapy w/ CTRS	Hr	\$65.00	
	24b. Recreational Therapy w/ TRA	Hr	\$45.00	
25	Group Recreational Therapy	Hr	\$15.00	Per person up to 5
26	Respite Services	Hr	\$13.00	
	26a. Maximum Rate for Respite	Day	\$130.00	Over 10 hrs / Daily rate applies
27	Speech-Language Pathology	Hr	\$65.00	
28	Team Meeting	Hr	\$25.00	
29	Tutoring	Hr	\$25.00	
30	Misc. Basic Services	Hr	TBD	To be used when other services that are not listed with an agreed upon set rate. Items 30a-30c. Listed in services descriptions and part of the MSO set program.



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

18

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO.2 TO CONTRACT NO. PS070382VR THE SPANGENBERG GROUP, FOR EVALUATION PROGRAM SERVICES. (CRIMINAL JUSTICE PLANNING)

***Points of Contact:***

**Purchasing:** Vania Ramaekers

**Department:** CRIMINAL JUSTICE PLANNING, Roger Jefferies, Executive Manager  
CJP, Kimberly Pierce, Manager CJP.

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios

**Other:** (MENTAL HEALTH PUBLIC DEFENDER) Jeanette Kinard, Director

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

On September 25, 2007, the Commissioners Court approved the evaluation services contract with The Spangenberg Group. CJP, in partnership with MHPD, is proposing to accept the Contractor's request for assignment of the remainder services under this contract to George Mason University. The deliverables and contract cost agreed upon will remain the same. The timelines will be adjusted by mutual agreement between the Project Manager and the George Mason University group. The Texas Task Force for Indigent Defense is in agreement with this contract assignment. Travis County will not be penalized and our current grant will not be affected.

The contract original amount was \$49,280.00 for consulting fees plus actual travel expenses. This modification will be for the remaining \$32,280.00 for professional services plus the actual travel expenses cost according to the contract terms.

- **Contract Expenditures:** Within the last 12 months \$23,308.00 has been spent against this contract.

Not applicable



➤ **Contract-Related Information:**

Award Amount: \$49,280.00 (Estimated quantity)  
Contract Type: (Professional Services Agreement)  
Contract Period: 09/25/2007 - 12/31/2009

➤ **Contract Modification Information:**

Modification Amount: \$32,280.00 (Firm Amount)  
Modification Type: Assignment of Contract  
Modification Period: 3/31/2009 to 12/31/ 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A  
HUB Information: Not Applicable % 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.: N/A
- Funding Account(s): 874-5535-557-4007
- Comments: This contract will include actual cost for travel expenses.

➤ **Statutory Verification of Funding:**

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


# CRIMINAL JUSTICE PLANNING DEPARTMENT


P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



## MEMORANDUM

**To:** Cyd Grimes, Purchasing Agent  
Vania Ramackers, Purchasing Department

**Through:** Roger Jefferies, Executive Manager, J&PS 

**From:** Kimberly Pierce, Manager, CJP 

**Date:** February 2, 2009

**Subject:** Mental Health Public Defender Office-Spangenburg Group Contract Modification #PS070382VR

Travis County Criminal Justice Planning agrees with the Purchasing Department's recommendation to modify the contract #PS070382VR between Spangenburg Group and Travis County. Staff was notified in December 2008 that on behalf of the Spangenburg Group, George Mason University will complete the evaluation of the Travis County Mental Health Public Defenders Office. The timelines of the evaluation nor the contract amount have not changed.

CJP agrees that the Purchasing Department proceed with modifying this contract. If you need anything further, please contact me at 854-4764.

cc:

Jeanette Kinard, Director, MHPDO  
Christine Lego, Financial Analyst, JPS  
Kristy Vargas, Executive Assistant, JPS

<b>MODIFICATION OF CONTRACT NUMBER: <u>PS070382VR – Evaluation</u></b>		<b>PAGE 1 OF 3 PAGES</b>
<b><u>Services</u></b>		
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <u>Vania Ramackers</u> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <p style="text-align: center;"><b>January 21, 2009</b></p>
ISSUED TO: The Spangenberg Group 1001 Watertown Street West Newton, MA 02165	MODIFICATION NO.: <p style="text-align: center;"><b>2</b></p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;"><b>September 25, 2007</b></p>
ORIGINAL CONTRACT TERM DATES: <u>09/25/07 – 12/31/09</u>		CURRENT CONTRACT TERM DATES: <u>09/25/07 – 12/31/09</u>
<b>FOR TRAVIS COUNTY INTERNAL USE ONLY:</b> Original Contract Amount: <u>\$55,588.00</u> Current Modified Amount: <u>\$55,588.00</u>		
<b>DESCRIPTION OF CHANGES:</b> Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.		
<p>1. The current contract will be assigned as it is written on page 2 of this modification and all correspondence and payments references will be modified to read:</p> <p style="text-align: center;">                     George Mason University                      c/o Jon Gould, Associate Professor and Director,                      Center for Justice, Law &amp; Society                      400 University Drive, MSNF4                      Fairfax, Virginia 22030.                 </p> <p>2. The not -to- exceed amount for this assignment of contract will not exceed \$32,280.00, for professional fees plus the actual cost of travel according to modification number one dated 10/22/2007.</p>		
LEGAL BUSINESS NAME: _____  BY: _____ SIGNATURE  BY: _____ PRINT NAME  TITLE: _____ ITS DULY AUTHORIZED AGENT		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE: _____
TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT		DATE: _____
TRAVIS COUNTY, TEXAS  BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE: _____

**Evaluation Services**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>January 21, 2009</b>
ISSUED TO: The Spangenberg Group 1001 Watertown Street West Newton, MA 02165	MODIFICATION NO.: <b>2</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>September 25, 2007</b>
ORIGINAL CONTRACT TERM DATES: <u>09/25/07 - 12/31/09</u>		CURRENT CONTRACT TERM DATES: <u>09/25/07 - 12/31/09</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$55,588.00      Current Modified Amount: \$55,588.00

**DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:**

1. The current contract will be assigned as it is written on page 2 of this modification and all correspondence and payments references will be modified to read:

George Mason University  
c/o Jon Gould, Associate Professor and Director,  
Center for Justice, Law & Society  
400 University Drive, MSNF4  
Fairfax, Virginia 22030.

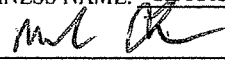
2. The not -to- exceed amount for this assignment of contract will not exceed \$32,280.00, for professional fees plus the actual cost of travel according to modification number one dated 10/22/2007.

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

**Note to Vendor:**

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

LEGAL BUSINESS NAME: GEORGE MASON UNIVERSITY

BY: 

SIGNATURE

BY: Michael Laskofski

PRINT NAME

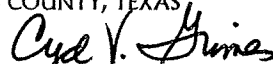
TITLE: Director, Office of Sponsored Programs

ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:  
2.24.09

TRAVIS COUNTY, TEXAS

BY: 

CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:  
3/24/09

TRAVIS COUNTY, TEXAS

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

SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

## ASSIGNMENT OF CONTRACT

The parties to this Agreement are The Spangenberg Group, Inc. ("TSG"), (the Assignor,) and George Mason University ("Mason"), (the Assignee) and Travis County, Texas (the "County").

### RECITALS:

A. Travis County and The Sapngenberg Group, Inc. entered into a written Contract for providing Professional Program Evaluation Services (Contact No. PS070382VR) on September 25, 2007, and it shall continue through December 31, 2009, a copy of which is attached to this assignment plus modifications which were processed and approved by the County, are incorporated in it by reference (the "Contract").

B. Assignor desires by this Agreement to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement as it is agreed hereto.

### 1.0 TERMS:

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

Assignor assigns to Assignee all of its right, title and interest in Contract Number PS070382VR, attached to this assignment, shall commence upon complete execution by all parties and shall continue through 12/31/2009.

Assignee assumes and is bound by and must perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract accruing on execution of the Travis County Commissioners Court voting session and approval of this assignment of contract.

### 2.0 ACKNOWLEDGEMENTS:

Assignor and Assignee acknowledges that Mason and the County hereby agree that notwithstanding any provisions appearing in the Agreement, none of the following shall have any effect or be enforceable against Mason:

- (a) Requiring Mason to maintain any type of insurance either for Mason's benefit or for the contractor's benefit;
- (b) Requiring or stating that the terms of the attached Agreement shall prevail over the terms of this addendum in the event of conflict;
- (c) Requiring Mason to indemnify or to hold harmless the County for any act or omission;
- (d) Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring that any dispute under the contract be resolved in the courts of any state other than Virginia;
- (e) Requiring any total or partial compensation or payment for lost profit or liquidated damages by Mason if the contract is terminated before its ordinary period;
- (f) Delaying the acceptance of this contract or its effective date beyond the date of execution;
- (g) Limiting or adding to the time period within which claims can be made or actions can be brought;
- (h) Binding Mason to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- (ij) Obligating Mason to pay costs of collection or attorney's fees;
- (j) Granting the County a security interest in property of Mason.

The Parties acknowledges that, as a public institution of higher education, Mason may have an obligation under Virginia Freedom of Information Act (FOIA) statutes to disclose certain information in the possession of Mason to the public, and that preservation of confidentiality of proprietary or privileged information may be subject to Mason's obligations to disclose such information under applicable law.

Each individual assigned by Mason to perform work shall certify that there are no relevant facts or circumstances relating to his or her activities that could give rise to an organizational conflict of interest, or that he or she has disclosed all relevant information.

The conditions specified under this clause shall not be deemed to restrict the subcontracting and consulting activities of Mason personnel who are not assigned to perform work for the County. However, Mason shall notify the County in the event that such other personnel are involved with any potential bidder for a contract to the County.

Nothing herein shall be deemed a waiver of the sovereign immunity of Mason or the Commonwealth of Virginia.

**DELIVERABLES OUTSTANDING:**

3/18/09

1. Upon completion of site work in connection with Part 2 of the Project (Second Interim Report – The One-Year Assessment), Contractor may invoice County for professional fees and travel expenses in accordance with Attachment B, Fee Schedule, in an amount not to exceed **\$12,160.00 for professional fees plus travel expenses at cost according to modification number 1.**
2. Upon delivery of the Initial Interim Report in connection with Part 2 of the project, Contractor may invoice County for professional fees in accordance with Attachment B, Fee Schedule, in an amount not to exceed **\$11,960.00** for professional fees only. **This invoice will not include travel expense.**
3. Upon delivery of the Final Report, Contractor may invoice County for professional fees as set out in Attachment B, Fee Schedule, in an amount not to exceed **\$8,160.00** for professional fees only. **This invoice will not include travel expense.**

THE SPANGENBERG GROUP, INC.

GEORGE MASON UNIVERSITY

ROBERT L. SPANGENBERG

Michael Laskofski 2/24/09

Name: \_\_\_\_\_

Michael Laskofski

Title: Robert L. Spangenberg

Director, Office of Sponsored Programs

ROBERT L. SPANGENBERG

Jack R. Censer

Name: \_\_\_\_\_

Jack R. Censer

Title: PRESIDENT

Dean, College of Humanities and Social Sciences

Travis County consents to this assignment of the Contract from The Spangenberg Group, Inc. to George Mason University, the Parties.



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

19

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AND CONTRACT MODIFICATION FOR MEDICAL GASES, IFB B090155-RG, TO THE SOLE BIDDER, AIRGAS SOUTHWEST. (MEDICAL EXAMINERS)

**Points of Contact:**

**Purchasing:** Rosalinda Garcia, 854-9700

**Department:** Medical Examiners, David Dolinak, Chief Medical Examiner, Danny Hobby, Executive Manager

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract provides medical gases for the medical examiners office.
- A total of sixteen (16) vendors were solicited; one bid was received. Medical Examiner's Office recommends award to the sole bidder, Airgas Southwest.
- Modification No. 1 will correct the clerical errors on Bid Item Response Form for items 12 and 13.
- **Contract Expenditures:** Within the last 12 months \$11,843.26 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated quantity, as needed requirements

Contract Type: Annual Contract

Contract Period: April 20, 2009 through April 19, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 16

Responses Received: 1

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-3810-572-3053, 001-3810-572-6104

Comments: Requisitions are processed at time of requirement

➤ **Statutory Verification of Funding:**

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

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



**Medical Gases**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rosalinda Garcia TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: March 5, 2009
--	--	---------------------------------

ISSUED TO: Airgas Southwest 11,111 N. Lamar Austin, Texas 78753	MODIFICATION NO.:  0001	EXECUTED DATE OF ORIGINAL CONTRACT:
--	-------------------------------	-------------------------------------

ORIGINAL CONTRACT TERM DATES: April 20, 2009 to April 19, 2010      CURRENT CONTRACT TERM DATES: \_\_\_\_\_

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ N/A      Current Modified Amount \$ N/A

**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.

To correct clerical errors on Bid Item Response Form :

15. Cylinder Rental per month for item 12 is changed to read from: \$3.50 per month to \$47.20 per month.

16. Cylinder Rental per month for item 13 is changed to read from: \$47.20 per month to \$3.50 per month.

**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: <u>Air Gas Southwest</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Bill Tinkner</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Inside Sales Specialist</u> ITS DULY AUTHORIZED AGENT	DATE: <u>03/06/2009</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>3/24/09</u>

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



RECEIVED  
TRAVIS COUNTY TRAVIS COUNTY  
OFFICE OF THE MEDICAL EXAMINER

DAVID DOLINAK, MD  
Diplomate of American Board of Pathology  
CHIEF MEDICAL EXAMINER

2009 FEB 25 PM 2: 37  
1213 Sabine Street  
PO Box 1748  
Austin, TX 78767  
Tel: (512) 854-9599  
Fax: (512) 854-9044

BETH DEVERY, RN, JD  
CHIEF ADMINISTRATIVE OFFICER

PURCHASING  
OFFICE

February 24, 2009

TO: Cyd Grimes, Purchasing Agent

THROUGH: Danny Hobby, Executive Manager *D. Hobby*

FROM: David Dolinak, Chief Medical Examiner *(D. Dolinak)*

SUBJECT: Review of IFB No. B090155-RG

We have received and reviewed the aforementioned IFB to purchase medical gases and cylinder rentals under contract. As a result, we are requesting that the contract be awarded to the sole bidder (Airgas Southwest, Inc.)

The following information is provided:

Commodity/Sub-commodity Code – 175/053 (medical gases)  
979/055 (cylinder rental)

Account Number – 001-3810-572-3053 (medical gases)  
001-3810-572-6104 (cylinder rental)

Annual Cost – Medical gases \$3,000  
Cylinder rental \$650

We are also requesting that the contract be modified to reflect the following changes:

Line 15 cylinder rental per month for item 12 should be \$47.20 per month  
Line 16 cylinder rental per month for item 13 should be \$3.50 per month

If further information is needed, please contact Darlene M. Dunn at 854-9042.

Thank you


### Bid #B090155-RG - MEDICAL GASES


Creation Date **Jan 2, 2009**


End Date **Feb 17, 2009 2:00:00 PM CST**


Start Date **Jan 26, 2009 9:53:34 AM CST**


Awarded Date **Not Yet Awarded**


<b>B090155-RG-1-01 Type C Cylinder, 249 Liters</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$2.95	30 / each	\$88.50		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-02 Type D Cylinder, 14 Cu. Ft. capacity</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$2.95	800 / each	\$2,360.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-03 Type E Cylinder, 23 Cu. Ft. capacity</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$3.25	30 / each	\$97.50		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-04 Type H Cylinder, 251 Cu. Ft. capacity</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$7.02	35 / each	\$245.70		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-05 Type M Cylinder, 125 Cu. Ft. capacity</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$6.49	6 / each	\$38.94		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-06 Regulator, Type 870 Yoke</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$64.97	30 / each	\$1,949.10		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-07 Regulator, CGA 540 Connection</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$90.27	30 / each	\$2,708.10		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-08 Hydrostatic Testing</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$15.00	60 / each	\$900.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-09 Helium, Grade 5, 219 Cu. Ft. Cylinder</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$69.62	31 / each	\$2,158.22		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

<b>B090155-RG-1-10 Hydrogen, UHP Grade 5, Size 200"</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$49.56	8 / each	\$396.48		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

<b>B090155-RG-1-11 Nitrogen, Industrial Grade 200+</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$7.50	100 / each	\$750.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-12 Nitrogen, Liquid, 180LTRS 230PSI</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$47.50	18 / each	\$855.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-13 Carbon Monoxide, Grade CP</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$60.00	1 / each	\$60.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		


<b>B090155-RG-1-14 Cylinder rental per month (Items 9 thru 11)</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$3.50	12 / month	\$42.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> UNIT PRICE ON THESE ITEMS ARE FOR EACH CYLINDER ON HAND EACH MONTH, THIS WILL VARY MONTH BY MONTH DEPENDING ON HOW MANY CYLINDERS YOU HAVE ON HAND EACH MONTH		


<b>B090155-RG-1-15 Cylinder rental per month (Item 12)</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Last Updated 3-26-09

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$3.50	12 / month	\$42.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> UNIT PRICE ON LINE 12 IS FOR EACH CYLINDER YOU HAVE EACH MONTH AND CAN VARY DEPENDING ON HOW MANY YOU HAVE ON HAND.		

<b>B090155-RG-1-16 Cylinder Rental per Month (Item 13)</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$47.20	12 / month	\$566.40		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> ITEM 13 IS FOR EACH PER MONTH FOR EACH CYLINDER ON HAND AND CAN VARY DEPENDING ON HOW MANY YOU HAVE ON HAND EACH MONTH.		

<b>B090155-RG-1-17 State Fee for Hazard Material per delivery</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$10.00	1 / fee	\$10.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

<b>B090155-RG-1-18 State Fee for Hazard Material per cylinder rental</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Airgas Southwest	First Offer - \$10.00	1 / fee	\$10.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		

**Supplier Totals**

<b>Airgas Southwest</b>	<b>\$13,277.94 (18/18 items)</b>
Bid Contact <b>Bill Tinkham</b> <b>bill.tinkham@airgas.com</b> <b>Ph 512-835-0202</b> <b>Fax 512-837-1108</b>	Address <b>11,111 N Lamar</b> <b>Austin, TX 78753</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

\*\*All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.




Fiscal Year 2009  
Last Updated 3-26-09

Account Balance Inquiry

Account number . . . . : 1-3810-572.30-53  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 38 MEDICAL EXAMINER  
Division . . . . . : 10 ADMINISTRATION  
Activity basic . . . . : 57 PUBLIC SAFETY (LAW ENF)  
Sub activity . . . . . : 2 MEDICAL EXAMINER  
Element . . . . . : 30 OPER SUPP, REPR PRTS, & EQ  
Object . . . . . : 53 LABORATORY EQUIP & SUPP

Original budget . . . . . : 82,373  
Revised budget . . . . . : 84,364 10/16/2008  
Actual expenditures - current . . : 294.70  
Actual expenditures - ytd . . . . : 29,288.36  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 8,378.61  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : .00  
Total expenditures & encumbrances: 37,961.67 45.0%  
Unencumbered balance . . . . . : 46,402.33 55.0

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

Account Balance Inquiry

Account number . . . . : 1-3810-572.61-04  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 38 MEDICAL EXAMINER  
Division . . . . . : 10 ADMINISTRATION  
Activity basic . . . . : 57 PUBLIC SAFETY (LAW ENF)  
Sub activity . . . . . : 2 MEDICAL EXAMINER  
Element . . . . . : 61 RENT  
Object . . . . . : 04 RENT-OTHER MACH & EQUIP

Original budget . . . . . :	2,622	
Revised budget . . . . . :	2,873	10/31/2008
Actual expenditures - current . . :	9.54	
Actual expenditures - ytd . . . . :	875.94	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	738.01	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	1,623.49	56.5%
Unencumbered balance . . . . . :	1,249.51	43.5

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



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

20

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD WITH STREAM REALTY, RFQ NO. Q050119-LP, PROFESSIONAL REAL ESTATE BROKERAGE POOL FOR TRAVIS COUNTY. (TNR)

**Points of Contact:**

**Purchasing:** Lee Perry

**Department:** (TNR), Joe Gieselman, Executive Manager;

Greg Chico, Right-of-Way Manager; (FM), Roger El Khoury, Director

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios

**Other:**

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COUNTY JUDGE'S OFFICE  
09 MAR 24 PM 3:51

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

- TNR, with Purchasing's concurrence, requests contract approval with Stream Realty to be included in the Real Estate Brokerage Pool.
- RFQ for a Real Estate Brokerage Pool was originally issued August 2, 2005. Five proposals were submitted by the original opening date, August 23, 2005. The proposals were evaluated and it was determined that all should be awarded a contract.
- The original RFQ does not limit Travis County from continuing to receive Statements of Qualifications (SOQs), resulting in adding contractors to the Real Estate Brokerage Pool. In January 2009, Stream Realty submitted their SOQ in response to the RFQ for the Real Estate Brokerage Pool. TNR evaluated their qualifications and determined that Stream Realty should be awarded a contract.
- When needed, the departments will select the most appropriate contractor from the Real Estate Brokerage Pool whose qualifications best fit the situation at hand.



**Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.  
Last Updated: 3-26-09

Not applicable

➤ **Contract-Related Information:**

Award Amount: Contract utilized on an as needed basis (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: Will remain in effect until the closing of each purchase or lease.

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Estimated) (Add'l. comments)

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 21

Responses Received: 6

HUB Information: Vendor is not a HUB % 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.:

Funding Account(s):

Comments: Seller will be responsible for the commission to contractor.

➤ **Statutory Verification of Funding:**

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**MEMORANDUM**

DATE: January 27, 2009  
TO: Cyd Grimes, County Purchasing Agent  
FROM: Joseph P. Gieselmann, Executive Manager, TNR  
RE: Proposed Vendor – Stream Realty Partners, L.P. (RFQ # Q050119-LP)



PS090168LP

Dear Cyd:

This is a quick memo to state that TNR staff has reviewed the package outlining qualifications for Stream Realty Partners, L.P. (submitted under RFQ # Q050119-LP), and the potential for their provision of real estate brokerage-related services to Travis County, and is satisfied that the firm meets the basic requirements for inclusion in the County's pool of providers for the applicable service.

Please proceed with placing whatever agenda item may be required to allow the Commissioners' Court to consider the qualifications and merit of this firm.

Thank you for your assistance in this matter.

copy: Greg Chico, Right-of-Way Manager  
Marvin Brice, Assistant Purchasing Agent  
Lee Perry, Purchasing Agent Asst.

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TRAVIS COUNTY  
2009 JAN 28 AM 8:47  
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OFFICE

**ATTACHMENT 7**

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement is made and entered into by and between Travis County, Texas, ("COUNTY") and Stream Realty. ("CONSULTANT").

WHEREAS, COUNTY desires to locate and to lease and/or purchase a suitable site or sites or an existing building or buildings to house various County departments; and

WHEREAS, COUNTY desires to obtain professional real estate brokerage services to assist in locating and leasing and/or purchasing the site(s) or existing building(s); and

WHEREAS, CONSULTANT and the employees of CONSULTANT have the ability, expertise, experience, and any necessary professional degrees, licenses and certificates to furnish such professional services;

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

I.       EMPLOYMENT OF THE CONSULTANT

1.1     COUNTY shall employ CONSULTANT as an independent contractor and, subject to the needs of the COUNTY and the availability of CONSULTANT, CONSULTANT shall perform the professional services described in the following sections.

1.2     The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for personal and professional services.

1.3     COUNTY and CONSULTANT acknowledge and agree that:

- (a) CONSULTANT is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor;
- (b) no employee of CONSULTANT shall be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to COUNTY's personnel policies;
- (c) no employee of CONSULTANT shall claim any benefits from COUNTY other than the payments set forth in this Agreement;
- (d) none of CONSULTANT's employees have a contractual relationship with COUNTY.

1.4 CONSULTANT shall act as a fiduciary in its relationship with COUNTY. Any funds received by CONSULTANT during the performance of the services under this Agreement other than the compensation provided for herein shall be turned over to COUNTY without deductions for any purpose.

## II. AUTHORITY OF THE DIRECTOR OF FACILITIES MANAGEMENT

2.1 The Director of the Travis County Facilities Management Department (the "Director") will act on behalf of the County with respect to the work to be performed under this Agreement. The Director shall have complete authority to interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

2.2 The Director may designate representatives to transmit instructions and receive information. The Director shall supervise the performance of CONSULTANT's services under this Agreement and CONSULTANT shall cooperate fully with the Director in the performance of such services.

2.3 In the event of any dispute arising out of the performance of CONSULTANT's services specified in this Agreement, the decision of the Director shall be final and binding; provided, however, CONSULTANT may appeal the Director's decision, in writing, to the Travis County Purchasing Agent, which has final authority to affirm, reverse or modify the Director's decision.

## III. SCOPE OF SERVICES

3.1 CONSULTANT's basic services shall consist of all elements of work, preparation and materials required to provide the necessary real estate brokerage services to locate and lease and/or purchase a suitable site or sites, or existing building or buildings, to house various County departments (each hereinafter a "Project" or collectively the "Project"). In doing so, CONSULTANT shall comply with the Texas Real Estate License Act, Tex. Civ. Stat. Ann. Art. 6573a (Vernon 1999), and all applicable local, state and federal statutes, rules and regulations.

3.2 The specific services to be performed by CONSULTANT are all of those services necessary to provide real estate brokerage services on behalf of COUNTY in connection with the location and purchase of the site or existing building, including but not limited to:

- (a) site search
- (b) support contract negotiations between COUNTY and property owners/agents
- (c) research site development criteria as they impact proposed sites
- (d) provide maps and all relevant presentation materials for use by COUNTY

## IV. COORDINATION WITH COUNTY

4.1 The Director shall act on behalf of COUNTY with respect to any and all services to be performed under this Agreement. The Director shall have complete authority to interpret and define COUNTY'S policies and decisions with respect to all such services. The Director may designate representatives to transmit instructions and receive information.

4.2 The CONSULTANT shall not commence work on a Project until receipt of a written notice to proceed

issued by the Travis County Purchasing Agent upon the recommendation of the Director (a "Notice to Proceed").

4.3 CONSULTANT agrees to and shall cooperate and coordinate to the greatest extent possible with County officials and staff in the performance of the services to be rendered under this Agreement. CONSULTANT shall meet on an as needed basis with the Director or his designee(s) to discuss the progress and goals of each Project.

## V. COMPENSATION

5.1 Seller or Property Owner shall be fully responsible for all commissions or other compensation due to CONSULTANT for the services to be rendered under this Agreement. County shall use best efforts to ensure that any purchase or lease agreement executed as a result of CONSULTANT's efforts under this Agreement include a provision requiring Seller or Property Owner to compensate CONSULTANT for the brokerage services provided.

5.2 CONSULTANT and its employees are responsible for reporting all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services and compensation rendered under this Agreement and shall be solely obligated to pay any and all taxes related to compensation paid to CONSULTANT.

## VI. PERIOD OF SERVICE; TERMINATION

6.1 This Agreement shall be effective upon full execution and shall remain in effect until the closing of each purchase or lease transaction and any necessary conclusion of business thereunder, or until termination of this Agreement as provided herein.

6.2 Termination for Default: Failure by CONSULTANT to perform any provisions of this Agreement shall constitute a breach of this Agreement. COUNTY may require corrective action within ten (10) days after date of receipt by CONSULTANT of written notice from COUNTY citing the nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) days shall constitute a default. All notices for corrective action, breach, default or show cause shall be issued by COUNTY and all replies shall be made in writing to COUNTY at the address shown below. COUNTY reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default. In the event of termination for default, COUNTY, its agents, employees or representatives shall not be liable for loss of any profits anticipated to be made hereunder.

6.3 Termination for Convenience: COUNTY reserves the right to terminate this Agreement by delivering to CONSULTANT a notice (a "Notice of Termination"), which shall take effect on the tenth (10<sup>th</sup>) day following receipt by CONSULTANT ("Termination for Convenience"). CONSULTANT shall deliver to COUNTY copies of all completed or partially completed work product prepared under this Agreement prior to the effective date of termination.

6.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

6.5 In the event that either no funds or insufficient funds are appropriated for a Project, this Agreement shall terminate without penalty to COUNTY.

## VII. CONSULTANT'S RESPONSIBILITY AND LIABILITY

7.1 CONSULTANT shall acquire and/or maintain a complete working knowledge of the subject matter of the purchase of the site or purchase of an existing building and any other knowledge or expertise required to adequately perform the services described in this Agreement.

7.2 CONSULTANT shall acquire and/or maintain any necessary certifications and/or licenses for the performance of the services under this Agreement. In the event any such certification and/or license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.

7.3 CONSULTANT warrants that the services to be rendered pursuant to this Agreement, as well as all responsibilities of CONSULTANT arising hereunder, shall be performed in accordance with the standards customarily provided by an experienced and competent CONSULTANT rendering the same or similar services. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner, and nothing in this Agreement shall be construed to relieve CONSULTANT of this duty.

7.4 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.

7.5 CONSULTANT shall provide automobile liability insurance sufficient to cover all of its activities under this Agreement and, at COUNTY's request, CONSULTANT shall furnish COUNTY with certificates of such insurance.

## VIII. OWNERSHIP OF DOCUMENTS

8.1 Any and all documents prepared by CONSULTANT hereunder are the property of COUNTY and upon completion of the work shall be delivered to COUNTY in an organized fashion with CONSULTANT retaining a copy.

8.2 Any reuse by CONSULTANT of any such documents described in paragraph 8.1, above, without the specific written consent of COUNTY shall be at CONSULTANT's sole risk and without liability or legal exposure to COUNTY.

## IX. EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

9.1 CONSULTANT expressly acknowledges that this Agreement is a personal and professional services contract and that all duties and responsibilities in it must be performed by CONSULTANT personally and cannot be assigned or subcontracted, other than as specifically provided herein, without the prior approval of the Travis County Commissioners Court.

## X. INDEMNIFICATION AND CLAIMS NOTIFICATION

10.1 CONSULTANT agrees to and shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind whether meritorious or not, including without limitation all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising in whole or in part from any negligent act, negligent error or negligent omission of the CONSULTANT or any of its employees, agents, representatives or subcontractors on account of, arising or resulting from, directly or indirectly, the performance of this Agreement.

10.2 If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONSULTANT or COUNTY in relation to the performance of this Agreement, CONSULTANT shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONSULTANT shall furnish to COUNTY copies of all pertinent papers received by CONSULTANT with respect to these claims or actions.

## XI. NON-WAIVER OF DEFAULT

11.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONSULTANT, which then exists or may subsequently exist.

11.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## XII. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

12.1 CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on each Project, together with all documentation for a period of five (5) years after final payment for completed services and all other pending matters concerning this Agreement have been concluded.

12.2 CONSULTANT further agrees that COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of CONSULTANT that are directly pertinent to the services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

XIII. MISCELLANEOUS

13.1 Any and all notices required under this Agreement shall be effective upon "receipt" and shall be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Mail, Certified Mail, return receipt requested, to the following addresses:

(a) COUNTY: Cyd V. Grimes, CPM  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

With copies to: Mr. Roger A. El-Khoury, P.E., Director  
Travis County Facilities Management Department  
P.O. Box 1748  
Austin, Texas 78767

(b) CONSULTANT: Derek S. Lewis  
Stream Realty  
400 W. 15<sup>th</sup> Street, Suite 1250  
Austin, Texas 78701

13.2 The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this Section.

13.3 CONSULTANT's services shall be performed exclusively in Travis County, Texas, and venue for any action arising hereunder shall lie exclusively in Travis County, Texas.

13.4 This Agreement shall be binding upon and inure to the benefit of COUNTY and CONSULTANT and their respective successors, executors, administrators and assigns. Neither COUNTY nor CONSULTANT may assign, sublet or transfer its interest in or the obligations under this Agreement without the written consent of the other party hereto.

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

13.6 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved and signed by each party. IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

13.7 The parties expressly acknowledge and agree that COUNTY and CONSULTANT shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules,



orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

13.8 If CONSULTANT is a key person or has done business with a key person, listed in Exhibit "A" to the affidavit attached hereto as **Exhibit III** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by CONSULTANT or does business with any such key person at any time after the date of execution of this Agreement by CONSULTANT and prior to full performance of this Agreement, CONSULTANT shall forfeit all benefits of this Agreement, and COUNTY shall retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to CONSULTANT pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. CONSULTANT has submitted the names of any key persons with whom CONSULTANT has done business during the 365-day period immediately preceding the execution of this Agreement for the Court's contemporaneous consideration with this Agreement.

13.9 CONSULTANT shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable.

13.10 EQUAL OPPORTUNITY IN EMPLOYMENT: CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in **Exhibit I**, attached hereto and made a part hereof.

13.11 INSURANCE REQUIREMENTS: CONSULTANT shall have, and shall require all subcontractors providing services under this Agreement to have, Standard Insurance meeting the General Requirements set forth in **Exhibit II**, attached hereto and made a part hereof, and sufficient to cover the needs of CONSULTANT and/or the subcontractor(s) pursuant to applicable generally accepted business standards. Depending on services provided by CONSULTANT and/or the subcontractor(s), Supplemental Insurance Requirements or alternate insurance options, as specified in **Exhibit II**, shall be imposed.

13.12 Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

13.13 This is the sole, entire and integrated Agreement between COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreements either oral or written.

13.14 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

Company name Stream Realty Partners  
Derek S. Lewis

By: *Derek S. Lewis*

Title: Partner

Date: 12.23.08

TRAVIS COUNTY:

By: *Cyd V. Grimes*  
Cyd V, Grimes, CPM  
Travis County Purchasing Agent

Date: 3/24/09

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

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

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**EXHIBIT I TO PSA****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. The CONSULTANT shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas with all applicable federal, state, and local orders, laws, Regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the American With Disabilities Act of 1990 (Public Law 101-336); Title IX of the Education Amendments of 1972 (U.S.C. Sections 1681-1683 and 1685-1686); the Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-6107); the Drug Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Public Law 91-616); Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Immigration Reform and Control Act of 1986 (8 U.S. C. Section 1324 et seq.). CONSULTANT shall not discriminate based on race, color, religion, gender, sexual orientation, national origin, age, or handicapped condition.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor.

The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT II TO PSA**

**INSURANCE REQUIREMENTS**

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

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

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

The required insurance must be written by a company approved to do business in the State or Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT III TO PSA

STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 12/23/2008  
Name of Affiant: Derek S. Lewis  
Title of Affiant: Partner  
Business Name of Contractor: Stream Realty Partners, L.P.  
County of Contractor: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this contract which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Attachment 1 with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this affidavit.

Signature of Affiant

*Derek S. Lewis*

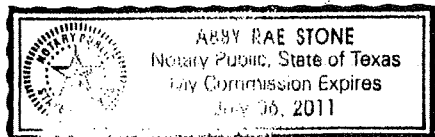
Address of Affiant

*Derek S. Lewis*  
*December* on *12/23*, 2005.

SUBSCRIBED AND SWORN TO before me by

Notary Public, State of

*Texas*



*Abby Stone*

Typed or Printed Name of Notary

My Commission Expires:

*July 6, 2011*

**EXHIBIT III - ATTACHMENT 2**

**DISCLOSURE**

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this contract is signed with the following key contracting persons and warrants that these are the only such key contracting persons:

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this contract is signed with any key contracting person.

**EXHIBIT IV TO PSA**

**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**

*(Insert RFQ Attachment 2 at Contract Award)*



APPENDIX A

CONSULTANT'S QUALIFICATIONS STATEMENT

(TO BE ADDED AT CONTRACT AWARD)



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS080190RE, EVERGREEN SOLUTIONS LLC., FOR COMPENSATION ANALYSIS SERVICES. (HR)

**Points of Contact:**

**Purchasing:** Rebecca Gardner

**Department:** HR, Linda Moore Smith, Director

**County Attorney (when applicable):** Barbara Wilson

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:** Alicia Perez, Executive Manager, Administrative Operations

- **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by statutes.
- Through this contract, Evergreen Solutions, LLC provides compensation analysis of jobs within Travis County. The primary focus of the study is to validate market salary data and to determine compensation levels that are competitive based on skills, effort, work conditions and responsibility.
- This modification number 3 increases the contract from \$37,400.00 to \$52,400.00, an increase of \$15,000.00. The scope of services is amended to include meeting facilitation services for the Travis County Compensation Committee.
- Modification number 2 increased the contract funds from \$12,900.00 to \$37,400.00, an increase of \$24,500.00. The scope of services was amended to include compensation analysis for the Information Technology job family.
- Modification number 1 increased the contract funds from \$11,250.00 to \$12,900.00, an increase of \$1,650.00.
- **Contract Expenditures:** In the past five months \$37,400.00 has been spent against this contract.
- **Contract-Related Information:**
  - Award Amount: \$11,250.00
  - Contract Type: Professional Services

Contract Period: March 18, 2008-January 31, 2009

➤ **Contract Modification Information:**

Modification Amount: \$52,400.00

Modification Type: Bilateral

Modification Period: March 18, 2008-September 30, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% 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:**

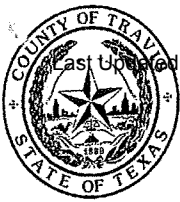
Purchase Requisition in H.T.E.: 464567

Funding Account(s): 00111205224007

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified X Not Verified     by Auditor.



Last Updated 3-26-09

## 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

### MEMORANDUM

DATE: February 6, 2009

TO: Cyd Grimes, County Purchasing Agent  
Rebecca Gardner, Purchasing Agent Assistant

FROM: Linda Moore Smith, Director, Human Resources Management Department

SUBJECT: Request to Modify Contact No. PS080190RE, Evergreen Solutions

CC: Alicia Perez, Executive Manager, Administrative Operations

RECEIVED  
TRAVIS COUNTY  
2009 FEB 24 PM 4:51  
PURCHASING  
OFFICE

The purpose of this memo is to request a third modification (Modification #3) to Contract Number PS080190RE – Compensation Analysis, which is awarded to Evergreen Solutions, LLC.

On February 3, 2009, the Commissioners Court created an Ad Hoc Compensation Committee. The objectives and charge of the Committee are to address both short and long term compensation issues and to make policy recommendations. During the Court's discussion, the Human Resources Department was authorized to pursue modifying Evergreen's current contract.

In general, Evergreen Solutions, LLC is to perform meeting facilitation services for the Travis County Compensation Committee. The rate per meeting will be \$1,500. The expected number of meetings is to be 10, meaning a total amount for the facilitation services will be \$15,000. All expenses including travel, lodging, meals and meeting materials will be borne by Evergreen Solutions as part of the fixed meeting cost. See attached Scope of Work and Timetable.

Please initiate the modification of this contract through September 30, 2009. The contract will continue to be funded from account number 001-1120-522-4007.

Should you have questions, I may be reached at extension 4-9170.

**Contract No. PS080190RE – Modification 3 - Evergreen Solutions LLC****SCOPE OF WORK AND TIMETABLE**

<b>DATE</b>	<b>\$1,500 PER MEETING</b>	<b>SCOPE OF WORK</b>
02/18/09	1	Convene Committee, Establish Procedural Rules, Narrow scope of issues
End of February		Evergreen releases findings on Classified Pay Scale
03/04/09	2	Committee addresses Evergreen findings and resolves any Pay Scale issues. Provides competitive Classified Pay Scale for FY 09 Market Study
Mid-03/09		Evergreen presents research on issues from Meeting 1. This serves as a primer for rest of discussions
03/18/09	3	Focus on Compensation Philosophy – “Big Picture” meeting
03/30/09	4	Focus on Market Studies (3 year cycle vs. 1 year cycle, nature of implementation)
After 03/30 Meeting 4		Committee Issues Progress Report
04/15/09	5	Focus on COLAs and Pay for Performance (addresses progression through the range issues)
04/29/09	6	Focus on implementation and funding issues. Draft recommendations for FY 2010
After 04/29 Meeting 6		Committee reports out recommendations that impact FY 2010. Evergreen drafts position paper on recommendations
05/13/09	7	Committee Recommendations and Evergreen response to Commissioner Court
06/03/09 2009	8	Reconvene committee to draft policy statements for Commissioner Court adoption
06/17/09	9	Carryover of June 3, 2009 draft policy statements
07/15/09	10	Final meeting prior to submission of policy changes
<b>TOTAL</b>	<b>\$15,000</b>	

Purchase Requisition

Number . . . . . 0000464567  
 Type . . . . . 1 PURCHASE REQUISITION  
 Status . . . . . READY FOR BUYER PROCESS  
 Reason . . . . . COMPENSATION ANALYSIS AND COMMITTEE FACILITATION  
 By . . . . . THELMA RILEY EXT. 44825  
 Date . . . . . 2/23/09  
 Vendor . . . . . 71208 EVERGREEN SOLUTIONS  
 Contract nbr . . . . .  
 Ship to . . . . . HR HUMAN RESOURCES MGT.  
 Deliver by date . . . . . 2/23/09  
 Buyer . . . . . RE REBECCA GARDNER  
 Fiscal year code . . . . . C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	15000.00	DOL	PROFESSIONAL CONSULTING SERVICES - MODIFICATION #3

Total: 15000.00  
F9=Print

F3=Exit F7=Alternate view  
F10=Approval info F12=Cancel F20=Comments

Purchase Requisition - Item Information

Last Updated 3-26-09

```

Line number . . . . . 1
Item desc . . . . . PROFESSIONAL CONSULTING SERVICES - MODIFICATION #3
Vendor part # . . . . .
Commodity . . . . . 918 CONSULTING SERVICES
Sub-com . . . . . 085 PERSONNEL/EMPLOYMENT
Item # . . . . .
Ship to . . . . . HR HUMAN RESOURCES MGT.
Quantity . . . . . 15,000.00
Order UOM . . . . . DOL DOLLAR
Cost code . . . . . N NOT APPLICABLE
Unit cost . . . . . 1.0000
Account # . . . . . 00111205224007
Project . . . . .
Purchase order . . . . .

```

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

**MODIFICATION OF CONTRACT NUMBER: PS080190RE-Compensation Analysis** **PAGE 1 OF 2**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 25, 2009</b>
---	--	--

ISSUED TO: Evergreen Solutions LLC 2852 Remington Green Circle Suite 101 Tallahassee, Florida 32308	MODIFICATION NO.:  <b>3</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>March 18, 2008</b>
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ORIGINAL CONTRACT TERM DATES: March 18, 2008-January 31, 2009      CURRENT CONTRACT TERM DATES: March 18, 2008-September 30, 2009

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$11,250.00      Current Modified Amount \$52,400.00

**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.

**Recitals**

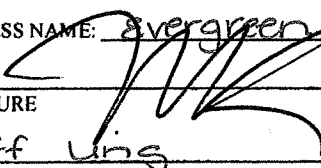
County ordered this contract exempts as a contract for professional services and entered into a contract with Evergreen Solutions LLC. The contract was modified to increase the compensation and the number of presentations by Evergreen Solutions LLC and to add an analysis of the information technology jobs and compensation to the services provided. Additional services to facilitate meetings of the Travis County Compensation Committee will be added with this modification number 3.

**Agreement**

County and Evergreen Solutions LLC now modify the contract as follows:

1. 6.1 **Fees.** In consideration of the satisfactory performance of the services described in Attachment A Work Statement and Fee Schedule by CONTRACTOR, COUNTY shall pay CONTRACTOR in accordance with the Pay Schedule section VI. provided in Attachment A to the contract and made a part hereof. In consideration of the satisfactory performance of the services described in Attachment F Scope of Work and Timetable by CONTRACTOR attached to this modification COUNTY shall pay CONTRACTOR in accordance with the Pay Schedule section VI. provided in Attachment A and made a part hereof. The contract is increased from \$37,400.00 to \$52,400.00, an increase of \$15,000.00.
2. Section 15.2 is deleted and the following Section 15.2 is inserted in its place:  
 15.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.
  - 15.2.1 Attachment A – Scope of Services and Fee Schedule
  - 15.2.2 Attachment B – Insurance Requirements
  - 15.2.3 Attachment C – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons  
Exhibit 2 – Disclosure
  - 15.2.4 Attachment D – Conflict of Interest Questionnaire
  - 15.2.5 Attachment E – Scope of Services, Deliverables, Fees and Timetable (Modification No. 2)
  - 15.2.6 Attachment F- Scope of Work and Time Table (Modification No. 3)

**Note to Vendor/City:**  
 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>Evergreen Solutions LLC</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Jeff King</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Executive Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3.11.09</u>

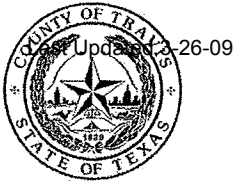
TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>3/24/09</u>
--	-------------------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:
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**ATTACHMENT F****Contract No. PS080190RE – Modification 3 - Evergreen Solutions LLC****SCOPE OF WORK AND TIMETABLE**

<b>DURATION</b>	<b>\$1,500 PER MEETING</b>	<b>SCOPE OF WORK</b>
1-day	1	Convene Committee, Establish Procedural Rules, Narrow scope of issues
End of February		Evergreen releases findings on Classified Pay Scale
1-day	2	Committee addresses Evergreen findings and resolves any Pay Scale issues. Provides competitive Classified Pay Scale for FY 09 Market Study
Mid-03/09		Evergreen presents research on issues from Meeting 1. This serves as a primer for rest of discussions
1-day	3	Focus on Compensation Philosophy – "Big Picture" meeting
1-day	4	Focus on Market Studies (3 year cycle vs. 1 year cycle, nature of implementation)
After 03/30 Meeting 4		Committee Issues Progress Report
1-day	5	Focus on COLAs and Pay for Performance (addresses progression through the range issues)
1-day	6	Focus on implementation and funding issues. Draft recommendations for FY 2010
After 04/29 Meeting 6		Committee reports out recommendations that impact FY 2010. Evergreen drafts position paper on recommendations
1-day	7	Committee Recommendations and Evergreen response to Commissioner Court
1-day	8	Reconvene committee to draft policy statements for Commissioner Court adoption
1-day	9	Carryover of June 3, 2009 draft policy statements
1-day	10	Final meeting prior to submission of policy changes
<b>TOTAL</b>	<b>\$15,000</b>	<b>Ten 1-day Meetings @ \$1,500 Each</b>



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

22

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/24/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS060343ML, SOURCE 1 SOLUTIONS, LLC. FOR DRUG AND ALCOHOL TESTING SERVICES (MULTIPLE DEPTS)

**Points of Contact:**

**Purchasing:** Michael Long

**Department:** Domestic Relations: Mark Ashworth

Sheriff's Office: Fransisco Ordaz

Criminal Courts: Joseph Kertz, Corinne Hernandez

Pretrial Services: Larry Spacek, Irma Guerrero

Transportation & Natural Resources: Sherry Kutz, Donald Ward

Juvenile Court: Sylvia Mendoza, Clive Blackman, Emmitt Hayes, Jr

HHSD/Child Protective Services: Jim Lehrman

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

- Modification No. 3 provides for an Assignment of Contract that will change the contractor's name from Source 1 Solutions, LLC to Richie Interests, Inc. dba Source 1 Solutions.
- Modification No. 2 extended the contract through September 30, 2009.
- Modification No. 1 extended the contract through September 30, 2008
- **Contract Expenditures:** Within the last 12 months \$18,083.50 has been spent against this contract.

Not applicable



**Contract-Related Information:**

Award Amount: As Needed  
Contract Type: Professional Services Agreement  
Contract Period: October 24, 2006 through September 30, 2007

➤ **Contract Modification Information:**

Modification Amount: N/A  
Modification Type: N/A  
Modification Period: October 1, 2008 through September 30, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A  
HUB Information: N/A % 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.:
- Funding Account(s): N/A
- Comments:

➤ **Statutory Verification of Funding:**

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

Last Updated 3-26-09

**From:** Kapp Schwebke  
**To:** Mike Long  
**Date:** 2/6/2009 9:10 AM  
**Subject:** Fwd: changed tax id number vendor# 60186 Source 1 Solutions

Mike, are you aware of anything here?

>>> Mary Reyna 2/6/2009 8:55 AM >>>  
Kapp,

I received a W-9 for Source 1 Solutions and it appears that they have changed their tax id number and their name. They are going from an LLC to Inc. I see in the system that there is a contract PS060343ML but I don't know if this is the only contract.

I am going to set the vendor as inactive until I hear back from you to change any information. Actually a new vendor will need to be created but I will wait to hear from you.

Mary

Talked to Dana Ritchie on 2/11/09  
will send me a letter addressing charges

dana@source1-solutions.com



RECEIVED  
TRAVIS COUNTY  
2009 FEB 26 AM 9:57  
PURCHASING  
OFFICE

February 17, 2009

Mike Long  
Travis County Purchasing Department  
314 West 11<sup>th</sup> Street  
Room 400  
Austin, TX 78701

RE: Name change

Dear Mike,

Please accept this letter as written notice of the company name change from Source 1 Solutions, LLC to Richie Interests, Inc., dba Source 1 Solutions. Our new tax ID number is 208143106 and the mailing address has not changed.

Please feel free to contact me should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Richie".

Dana Richie  
President  
Source 1 Solutions

**MODIFICATION OF CONTRACT NUMBER PS060343ML-Drug/Alcohol Tst**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL NO: (512) 8544-850 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 25, 2009</b>
---	---	--

ISSUED TO: Richie Interests, Inc dba Source 1 Solutions 8500 Shoal Creek Blvd Bldg. 2 Ste. D Austin, TX 78757	MODIFICATION NO.: <b>3</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>October 24, 2006</b>
---	-------------------------------	--

ORIGINAL CONTRACT TERM DATES: 10/24/06 - 9/30/07      CURRENT CONTRACT TERM DATES: 10/1/08 - 9/30/09

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: As needed      Current Modified Amount NA

**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.

- The Contractor's name on Contract PS060343ML is changed as follows:

From: Souch 1 Solutions, LLC  
8500 Shoal Creek Blvd  
Bldg. 2 Ste. 78759  
Austin, TX 78757

To: Richie Interests, Inc. dba Source 1 Solutions  
8500 Shoal Creek Blvd  
Blg. 2 Ste. D  
Austin, TX 78757

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>[Signature]</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3.5.09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>3/24/09</u>

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

### ASSIGNMENT OF CONTRACT

The parties to this Agreement are Source 1 Solutions LLC, a Corporation (the Assignor,) and Richie Interests, Inc.dba Source 1 Solutions a corporation (the Assignee).

#### RECITALS:

A. Travis County and Source 1 Solutions LLC, entered into a written Contract for providing Drug and Alcohol Testing Services (Contact No. PS060343ML) on October 24, 2006, with option to extend for two (2) additional one (1) year periods subject to continued funding by Commissioners Court, a copy of which is attached to this assignment and incorporated in it by reference (the "Contract").

B. Assignor desires by this Agreement to assign all of its right, 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:

Assignor assigns to Assignee all of its right, title and interest in Contract Number PS060343ML, attached to this assignment, as of February 26, 2009.

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 February 26, 2009.

Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.

The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

SOURCE 1 SOLUTIONS, LLC.

By: *Dana Richie*

Printed Name: *Dana Richie*

Title & Date: *President 3-18-09*

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

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

RICHIE INTERESTS, INC.dba SOURCE 1 SOLUTIONS

By: *Dana Richie*

Printed Name: *Dana Richie*

Title & Date: *President 3-18-09*

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

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

Travis County consents to this assignment of the Contract from Source 1 Solutions, LLC. to Richie Interests, Inc. dba Source 1 Solutions



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

23

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/23/09*

**Voting Session: Tuesday, March 31, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS090194RE WITH THE TRAVIS COUNTY HEALTHCARE DISTRICT AND THE CENTRAL TEXAS COMMUNITY HEALTH CENTERS, FOR INTERPRETING SERVICES. (HHS & VS)

**Points of Contact:**

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

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

Through this agreement, Travis County Services for the Deaf and Hard of Hearing will provide interpreter services for clinic appointments at the Central Texas Community Health Centers.

This agreement will provide Travis County with \$91,000.00 in revenue for the contract period of March 1, 2009 through September 30, 2009.

➤ **Contract Expenditures:**

Not applicable

➤ **Contract-Related Information:**

Revenue Amount: \$91,000.00  
Contract Type: Professional Services  
Contract Period: March 1, 2009-September 30, 2009

**Contract Modification Information:**

Modification Amount: NA  
Modification Type: NA  
Modification Period: NA

➤ **Solicitation-Related Information:**

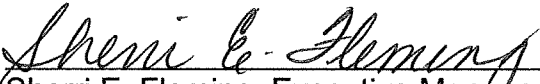
RECEIVED  
COUNTY JUDGES' OFFICE  
09 MAR 24 PM 3:52





**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:** March 17, 2009  
**TO:** Members of the Commissioners Court  
**FROM:**   
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Deaf interpreter contract

**Proposed Motion:**

Consider and take appropriate action to approve a revenue contract between Travis County, the Travis County Healthcare District, and the Central Texas Community Health Centers for deaf interpreter services.

**Summary and Staff Recommendations:**

Since 1996, Travis County and the City of Austin have had an interlocal agreement that allows Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide interpreters for the City of Austin Health and Human Services Department, Community Care Services Department, and Municipal Court. This agreement allows TCSDHH to provide interpreters for safety-net services such as clinic appointments and eligibility interviews in addition to hearings before Municipal Court.

As of March 1, 2009, the Travis County Healthcare District and the Central Texas Community Health Centers have taken over responsibility for the clinics previously operated by the Community Care Services Department. This new contract will allow TCSDHH to continue to provide services at these clinics.

TCHHSVS staff recommends approving this contract.

**Budgetary and Fiscal Impact:**

The contract follows the county fiscal year. The Healthcare District anticipates spending up to \$6,000 a year for interpreter services while the Community Health Centers anticipate spending up to \$85,000.

**Issues and Opportunities:**

This contract allows clients who are deaf or hard of hearing to receive interpreter services.

**Background:**

The interlocal with the City of Austin will remain in place so that TCSDHH can continue to provide interpreters for the City of Austin Health and Human Services Department and Municipal Court.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS  
Stacy Landry, Program Manager, TCSDHH  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Last Updated 3-26-09

RSO90194RE

 **DRAFT**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TRAVIS COUNTY,  
THE TRAVIS COUNTY HEALTHCARE DISTRICT AND  
THE CENTRAL TEXAS COMMUNITY HEALTH CENTERS  
FOR INTERPRETING SERVICES**

This Agreement ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), through the Travis County Services for the Deaf and Hard of Hearing ("TCSDDH"), the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health and Safety Code ("District") and the Central Texas Community Health Centers, a non-profit corporation ("Center").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (LOCAL GOVERNMENT CODE, Section 81.028, and other statutes).

County has the authority to provide for public health through TEX. HEALTH & SAFETY CODE ANN., sec. 122.001 and to cooperate with municipal authorities to promote public health through TEX. HEALTH & SAFETY CODE ANN., sec. 121.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through Texas Health and Safety Code, Section 121.032.

County, District and Center desire to work together to provide services and activities for persons with disabilities according to the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], and providing those services constitutes a public purpose.

In order to minimize duplicative efforts where possible and increase efficiency in the provision of care, County, District and Center desire to cooperate in the provision of services to people who are deaf by the provision of effective communication which will make specified Department activities and services accessible to people who are deaf or hard of hearing.

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, Department and County mutually agree to the following terms and conditions:

**1.0 DEFINITIONS**

In this Agreement,

1.01 "Agreement Funds" means all funds paid by District and/or Center to County under the terms of this Agreement.

1.02 "Commissioners Court" means the Travis County Commissioners Court.

Last Updated 3-26-09

- 1.03 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.
- 1.04 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.
- 1.05 "Days" mean calendar day(s), unless otherwise specifically noted in any individual provision.
- 1.06 "Department" or "TCHHSVS" means the Travis County Health, Human Services and Veterans' Services Department.
- 1.07 "Executive Manager" means Sherri Fleming, Acting Executive Manager of Travis County Health, Human Services and Veterans Services, or her successor.
- 1.08 "Is doing business" and "has done business" mean:
- 1.08.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- 1.08.2 Loaning or receiving a loan of money or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- 1.08.3 but does not include:
- 1.08.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- 1.08.3.2 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 District or Center in the ordinary course of its business; and
- 1.08.3.3 a transaction for a financial service or insurance coverage made on behalf of District or Center if District or Center is a national or multinational corporation by an agent, employee or other representative of District or Center who does not know and is not in a position that he or she should have known about the Agreement.
- 1.09 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Agreement and marked Attachment C.
- 1.10 "Parties" and "Party" means County, District and or Center.
- 1.11 "Requestor" means District and/or Center, singularly or together, as indicated by the provision.
- 1.12 "TCSDHH" means the Travis County Services for the Deaf and Hard of Hearing.

## 2.0 TERM

2.01 Initial Term. This Agreement shall continue in full force for the Agreement period which commences on March 1, 2009, and terminates on September 30, 2009.

Last Updated 3-26-09

2.02 **Renewal Term.** This agreement shall automatically renew on October 1, 2009, for a term of one year (through September 30, 2010), and shall automatically renew for terms of one year thereafter for an additional seven (7) years unless sooner terminated pursuant to this agreement, with final termination being on September 30, 2017 (unless sooner terminated pursuant to the terms of this Agreement). The automatic renewal of this Agreement shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect unless this Agreement is specifically amended pursuant to Section 13.0 of this Agreement to make any changes in those terms.

3.0 **REQUESTOR RESPONSIBILITIES**

3.01 **Agreement Funds.** During the Initial Term of the Agreement, Requestor shall pay County an amount not to exceed the amount budgeted by Requestor for that Agreement term. Requestors estimate that the budgeted amount for providing interpreting services for the Initial Term will be as follows:

3.01.1	District	\$ 6,000.00.
3.01.2	Center	\$ 85,000.00

For any Renewal Term, the amount paid shall be that amount budgeted and approved by the governing body of Requestor.

3.02 **Payment.** Requestor shall pay County for services provided under this Agreement within thirty (30) days of receipt of the complete and correct invoice from County for the services provided.

3.03 **General Responsibilities.** Requestor agrees:

3.03.01 to the best of their ability, to request interpreter services more than three (3) days in advance, but no less than one (1) hour. For each request, Requestor will provide to County the consumer name, Requestor contact name and number, time, date, location and nature of the interpreting assignment and other relevant information as requested by County when services are requested.

3.03.02 to pay County at the hourly rate designated and according to the policies delineated on Attachments A and B.

3.03.03 that, if Requestor requests an Interpreter and the County is not informed of the appointment cancellation by the Requestor representative forty-eight (48) hours prior to the agreed appointment time, Requestor will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter assigned, and subject to other standard policies for their respective appointments.

3.03.04 to pay County at the designated rate for committed time scheduled plus the standard one hour administration fee if either the deaf individual or Requestor staff person fails to appear for a scheduled appointment.

3.03.05 to pay for time spent by the interpreter in traveling to and from each designated location, and administrative paperwork, up to a maximum of one hour unless prior arrangements are discussed and approved by the Requestor and County.

3.04 **Multiple Interpreters.** Requestor acknowledges and agrees that County may, at times as determined by County, need to schedule more than one interpreter for assignments lasting longer than one hour.

Last Updated 3-26-09

3.04.01 Determination of the need for more than one interpreter will be made by County considering such matters as the nature of the assignment, the length of time necessary to complete the assignment, and the complexity of the subject.

3.04.02 Two interpreters may be scheduled so that the interpreters can work as a team to ensure quality communication for Requestor staff and the deaf consumer(s) involved.

3.04.03 A Certified Deaf Interpreter may also be assigned with one or more interpreters, if determined necessary by County. (A Certified Deaf Interpreter is a person who is deaf who is also a trained interpreter and who, due to similarities in language and culture, can provide a more accurate and complete interpretation in order to ensure constitutionally guaranteed mental, emotional and cognitive presence of deaf individuals with unique communication styles or limitations, in court proceedings.)

#### 4.0 **COUNTY RESPONSIBILITIES**

4.01 **Determination of Skills/Qualifications Needed for Each Assignment.** County will determine the qualifications needed for each particular assignment and coordinate the provision of interpreters of the number and appropriate certification to meet the needs of the consumers involved in the assignment by assessing the demands of the assignment, the needs, preferences and communication of the deaf or hard of hearing individual, the preferences of the Requestor, and the nature of the situation.

4.02 **Services.** County, through TCSDHH, either directly or indirectly through subcontracts, will determine the appropriate communication to be provided to assure specified Requestor activities and services are accessible to people who are deaf or hard of hearing, and coordinate and provide qualified sign language interpreters, as determined by County. Services will be provided in accordance with the terms of this agreement. Provision of all services by County under this Agreement will be contingent upon the availability of an interpreter to County as reasonably requested by Requestor.

4.03 **Invoice.** County shall invoice District and Center individually on a monthly basis, using a form approved by the Parties, for services provided under this agreement. Invoices shall be sent to:

Center: Phil DeFalco, Controller  
CommUnityCare  
15 Waller Street, 5th Floor  
Austin, Texas 78702

or by submission of an electronic invoice to:

Phil.Defalco@communitycaretx.org

District: Travis County Healthcare District  
ATTN: TCHD Accounts Payable  
1111 East Cesar Chavez, Suite B  
Austin, Texas 78702

or by submission of an electronic invoice to:

TCHD-Finance@traviscountyhd.org

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4.04 **Reports.** County agrees to provide each Requestor with monthly reports, as mutually agreed to by the Parties of hours of interpreter services provided to each under this Agreement. Such reports shall include the number of appointment hours requested and assigned.

4.05 **Standards.** County agrees that staff and interpreters providing services under this Agreement must subscribe to the Principles of Ethical Behavior of the Board for Evaluation of Interpreters of the Department of Assistive and Rehabilitative Services - Office for Deaf and Hard of Hearing (DARS-DHHS), or the Registry of Interpreters for the Deaf (RID).

4.06 **General Responsibilities.** County agrees:

4.06.01 to provide interpreting services for Requestor as requested by Requestor. Whenever necessary, and to the extent possible, assignments will be made by County within a one (1) hour time-frame coordinated with Requestor so that services may be provided in an acceptable and timely manner.

4.06.02 to provide, to the best of its ability based upon the availability of interpreters, qualified sign language interpreter services by matching the demands of the assignment, the needs, preferences and communication of the deaf individual, the preferences of Requestor staff, the seriousness of the situation, and the skills, experience and certification of the interpreter. This may include interpreters certified by the Department of Assistive and Rehabilitative Services/Office for Deaf and Hard of Hearing Services, or equivalent certification as designated by the National Association of the Deaf/Registry of Interpreters for the Deaf.

4.06.03 to provide a means by which a deaf individual or a member of the Requestor staff may express their concerns or file a complaint against an interpreter.

## 5.0 **JOINT RESPONSIBILITIES**

5.01 **Civil Rights/ADA Compliance.** District, Center and County agree to provide all services and activities under this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. Neither District, Center nor and County shall discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

5.02 **Confidentiality.** District, Center and County agree to establish a method to secure the confidentiality of records and services relating to clients in accordance with the applicable federal and state laws, rules, and regulations.

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

## 6.0 **COMPLIANCE WITH LAW**

6.01 County, District and Center shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules orders, ordinances and regulations applicable to performance of this Agreement.

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## **7.0 RETENTION AND ACCESSIBILITY OF FISCAL RECORDS**

7.01 **Retention.** Each party shall maintain all records and documentation pertaining to the performance of the terms of this Agreement in a readily available state and location, and shall make such records available to the other Party for reasonable inspection for a period of three (3) years after the end of the Agreement period or after the resolution of any problems or issues related to the performance of the Agreement, whichever occurs later.

7.02 **Access.** Each party shall each give the other party, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by that party pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by the party maintaining the above records.

7.03 **Confidentiality of Records.** District, Center and County agree to keep confidential at all times all information that identifies clients and personnel and any other information if required to do so by law.

## **8.0 AUDIT**

8.01 **Audit.** County, District and Center each have the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. District, Center and County each agree to permit the other Parties or their authorized representative, to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. The Parties shall take whatever action is appropriate and reasonable to facilitate the performance of any audits conducted pursuant to this Agreement that may be required.

## **9.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES**

9.01 **Independent Entity.** The Parties expressly acknowledge and agree that District, Center and County are each an independent entity and that each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of any Party shall be considered an employee, agent, or representative of any other Party or gain any rights against the any other pursuant to that Party's personnel policies.

9.02 **Responsibilities.** Department shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of Department or its employees in relation to this agreement. Department and County acknowledge that each entity is responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this agreement.

9.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against any Party; the Party against whom the claim or other action is made shall give written notice to the other Parties of the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in the Notice provision of this Agreement. Except as otherwise directed, the Party against whom the claim has been made shall furnish to the other Parties copies of all pertinent papers received by that Party with respect to these claims or actions.



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**10.0 TERMINATION**

10.01 **Material Breach.** Any Party may terminate this Agreement if any other Party fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching Party within ten (10) days of receipt of written notice being given by the non-breaching Party. If more than ten (10) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided all Parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within the specified time, the Agreement may be terminated upon five (5) days written notice.

10.02 **Termination.** Any Party has the right to terminate this Agreement, in whole or in part, for the following reasons in compliance with the terms of this Agreement:

10.02.01 Another Party has failed to comply with any term or condition of this Agreement.

10.02.02 Another Party is unable to conform to changes required by federal, state or local laws or regulations.

10.02.03 If, during the budget planning and adoption process, the governing body of that Party fails to provide funding for this Agreement for that entity's fiscal year following the beginning of the Agreement.

10.02.04 Any Party finds that any other Party is not producing the results that are sufficiently beneficial to warrant continued expenditure of Agreement Funds.

10.03 **Procedure.** In the event of the occurrence of any provision allowing for termination, if no other procedure is specified, the Party desiring to terminate shall notify the other Parties in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, an effective date of termination at least thirty (30) days after that notice, and, in the case of partial termination, the portion of the agreement to be terminated.

10.04 **Without Cause Termination.** Any Party may terminate this Agreement, in whole or in part, without cause, if the Party wanting to terminate the Agreement notifies the other Parties in compliance with the Notice provisions of the Agreement of the decision to terminate this Agreement, the effective date of termination at least sixty (60) days after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

10.05 **Continued Liability.** Notwithstanding any exercise by County of its right of termination, neither District nor Center shall be relieved of any liability to County for damages due to County by virtue of any breach of this agreement by District or Center or for any payments due to County for services provided prior to the termination date.

**11.0 NON-WAIVER**

11.01 No payment, act or omission by any Party may constitute or be construed as a waiver of any breach or default of District, Center or County which then exists or may subsequently exist.

**12.0 RESERVATION OF RIGHTS AND REMEDIES**

12.01 **County.** All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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12.02 **Requestors.** All rights of Requestors under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Requestor under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

### 13.0 **AMENDMENTS**

13.01 **Written Amendments.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all Parties.

13.02 **Submission of Amendment.** District and Center shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the Travis County Purchasing Agent, with a copy to the Executive Manager. The Travis County Purchasing Agent, with the approval of the Executive Manager, shall present Department requests to Commissioners Court for consideration.

13.03 **Authority to Change.** DISTRICT AND CENTER AGREE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS AGREEMENT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

### 14.0 **BINDING AGREEMENT**

14.01 This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

### 15.0 **ENTIRE AGREEMENT**

15.01 All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

15.02 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by Travis County through Travis County Services for the Deaf and Hard of Hearing, in accordance with the terms of this Agreement:

15.02.01 Attachment A - Hourly Rates, Policies and Locations - District (Medical Assistance Program (MAP) Clinics.

15.02.02 Attachment B - Hourly Rates, Policies and Locations - Center

15.02.03 Attachment C - Ethics Affidavit

### 16.0 **LAW AND VENUE**

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

### 17.0 **SEVERABILITY**

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17.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

## 18.0 NOTICES

18.01 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

18.02 County Address. The address of County for all purposes under this Agreement shall be:

Sherri Fleming, Executive Manager  
TCHHSVS  
P. O. Box 1748  
Austin, Texas 78767

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767

and

Cyd Grimes, Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

18.03 District Address. The address of the District for all purposes under this Agreement and for all notices hereunder shall be:

Patricia A. Young Brown (or her successor in office)  
President and CEO  
Travis County Healthcare District  
1111 East Cesar Chavez Street, Suite B  
Austin, Texas 78702

18.04 Center Address. The address of the Center for all purposes under this Agreement and for all notices hereunder shall be:

David B. Vliet (or his successor in office)  
Chief Executive Officer  
Community Health Centers  
15 Waller Street, 5th Floor  
Austin, Texas 78702

18.05 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with Section 18.0.

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**19.0 LEGAL AUTHORITY**

**19.01. Legal Authority to Enter Agreement.**

19.01.01 District guarantees that District possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform as District has obligated itself to perform under this Agreement.

19.01.02 Center guarantees that Center possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform as Center has obligated itself to perform under this Agreement.

19.01.03 County guarantees that County possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services County has obligated itself to perform under this Agreement.

**19.02 Signors.**

19.02.01 The person or persons signing this Agreement on behalf of District, or representing themselves as signing this Agreement on behalf of District, do hereby warrant and guarantee that he, she or they have been duly authorized by District to sign this Agreement on behalf of District and to bind District validly and legally to all terms, performances, and provisions in this Agreement.

19.02.02 The person or persons signing this Agreement on behalf of Center, or representing themselves as signing this Agreement on behalf of Center, do hereby warrant and guarantee that he, she or they have been duly authorized by Center to sign this Agreement on behalf of Center and to bind District validly and legally to all terms, performances, and provisions in this Agreement.

19.02.03 The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

**20.0 CONFLICT OF INTEREST**

20.01 The parties shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of District, Center or County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

20.02 County Forfeiture of Contract. If Center has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment C during the 365 day period immediately prior to the date of execution of this Agreement by Center or does business with any Key Contracting Person at any time after the date of execution of this Agreement by

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Center (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Center shall forfeit all County benefits of this Agreement and County shall retain all performance by Center and recover all considerations, or the value of all consideration, paid to Center pursuant to this Agreement. Center shall notify County of any change in the information submitted with this Center as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

**20.03 Conflict of Interest.** If required by Chapter 176, Texas Local Government Code, District and/or Center shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Center/District shall update this Questionnaire by September 1 of each year for the duration of this Agreement, as required by Chapter 176, Texas Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Center/District shall submit an updated Questionnaire. The Center/District should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

**20.04 Debarment, Suspension and Other Responsibility Matters.** This Section 20.04 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Center and District, by signing this Contract, hereby warrant and certify that, to the best of their knowledge and belief, they and their principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) 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
- (d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Center/District is unable to certify to any of the statements in this Section 20.04, Center/District shall provide a written explanation of such inability prior to the effective date of this Agreement for County's consideration and evaluation with the understanding that such may result in termination of this Agreement by County

## **21.0 POLITICAL AND SECTARIAN ACTIVITY**

**21.01** No Party shall use any of the performance under this Agreement or any portion of the Agreement funds for any prohibited activity related to the result of an election for public office.

**21.02** All Parties shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. No Party shall execute any agreement with any primarily religious organization to receive Agreement Funds from unless the agreement includes provisions to effectuate this assurance. District, Center and County shall submit such agreements to the other Parties prior to the release of Agreement Funds under such agreement.

## **22.0 INTERPRETATIONAL GUIDELINES**

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

22.02 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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

**23.0 ASSIGNABILITY**

23.01 No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Parties. It is acknowledged by District and Center that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

**24.0 OTHER PROVISIONS**

24.01 **Survival of Conditions.** Applicable provisions of this Agreement, shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

24.02 **Force Majeure.** No Party shall be financially liable to the other Parties for delays or failures to perform in Agreement performance caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Parties within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

EXECUTED in duplicate originals this the 1st day of March, 2009.

TRAVIS COUNTY

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

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

Approved as to Form: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Attorney

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cyd Grimes, Purchasing Agent

Funds Verified By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan Spataro, County Auditor

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**ATTACHMENT A  
RATES, POLICIES AND LOCATIONS  
DISTRICT (MAP CLINICS)**

**RATES:**

<b>Per Hour</b>	<b>Day Rate &gt;48 Hr. Notice</b>	<b>Day Rate &lt;48 Hr. Notice</b>	<b>Night Rate &gt;48 Hr. Notice</b>	<b>Night Rate &lt;48 Hr. Notice</b>
<b>STANDARD RATES</b>	\$50.00	\$55.00	\$50.00	\$55.00

**POLICIES:**

District and County agree that the County will:

Provide interpreter(s) for assignments requested by District subject to the availability of interpreters, and charge District a one hour minimum or the assignment time requested, whichever is longer, at the hourly rate of the interpreter(s) scheduled, in addition to an administrative/coordination fee equivalent to one hour payable at the billing rate of the interpreter(s) assigned, with time computed in fifteen-minute increments, rounded up to the nearest fifteen minutes, for each interpreter assigned.

If District requests an interpreter and either the District representative or the deaf consumer cancel the appointment and the County is not informed of the appointment cancellation Forty-Eight (48) hours prior to the agreed upon appointment time, District will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter(s) assigned, and subject to other standard policies.

If District requests interpreter service and either the deaf individual or the District staff person fail to appear for the scheduled appointment, District agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

If District requests the interpreter service and the assignment ends earlier than the time requested and committed by the interpreter(s), District agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

County reserves the right to select appropriate interpreter/s for the assignment, based on County's assessment of the deaf person's communication needs, and/or the length of the assignment.

**LOCATIONS - MEDICAL ASSISTANCE PROGRAM (MAP) CLINICS:**

The following list indicates MAP Clinics being served at the time of the execution of this Agreement. Written notice will be provided to County (TCHHSVS and Travis County Services for the Deaf) at any time that locations are changed, deleted or added.

Cesar Chavez Building  
1111 E. Cesar Chavez  
Austin, Texas

Del Valle Community Center  
3518 FM 973  
Del Valle, Texas

Manor Community Center  
600 W. Carrie Manor

Northeast Austin Community Health Center  
7112 Ed Bluestein

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Manor, Texas

Oak Hill Community Center  
8656 Hwy 71 West, Bldg. A, 1st Floor  
Oak Hill, Texas

Pflugerville Community Center  
15822 Foothill Farms Loop, Bldg. D  
Pflugerville, Texas

Austin, Texas

South Austin Community Health Center  
2529 S. First St.  
Austin, Texas

Austin Resource Center for the Homeless (ARCH)  
500 E. 7th Street  
Austin, Texas



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**ATTACHMENT B  
RATES, POLICIES AND LOCATIONS  
CENTER**

**RATES:**

Per Hour	Day Rate >48 Hr. Notice	Day Rate <48 Hr. Notice	Night Rate >48 Hr. Notice	Night Rate <48 Hr. Notice
STANDARD RATES	\$50.00	\$55.00	\$50.00	\$55.00

**POLICIES:**

Center and County agree that the County will:

Provide interpreter(s) for assignments requested by Center subject to the availability of interpreters, and charge Center a one hour minimum or the assignment time requested, whichever is longer, at the hourly rate of the interpreter(s) scheduled, in addition to an administrative/coordination fee equivalent to one hour payable at the billing rate of the interpreter(s) assigned, with time computed in fifteen-minute increments, rounded up to the nearest fifteen minutes, for each interpreter assigned.

If Center requests an interpreter and either the Center representative or the deaf consumer cancel the appointment and the County is not informed of the appointment cancellation Forty-Eight (48) hours prior to the agreed upon appointment time, Center will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter(s) assigned, and subject to other standard policies.

If Center requests interpreter service and either the deaf individual or the Center staff person fail to appear for the scheduled appointment, Center agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

If Center requests the interpreter service and the assignment ends earlier than the time requested and committed by the interpreter(s), Center agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

County reserves the right to select appropriate interpreter/s for the assignment, based on County's assessment of the deaf person's communication needs, and/or the length of the assignment.

**LOCATIONS - CENTRAL TEXAS COMMUNITY HEALTH CENTERS:**

The following list indicates Community Health Centers being served at the time of the execution of this Agreement. Written notice will be provided to County (TCHHSVS and Travis County Services for the Deaf) at any time that locations are changed, deleted or added.

Austin Resource Center for the Homeless  
(ARCH)  
500 E. 7th Street  
Austin, Texas

Mobile Dental Unit  
15 Waller Street  
Austin, Texas

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City of Austin Dental Clinic  
Rebekah Baines Johnson Building  
15 Waller Street  
Austin, Texas

David Powell Clinic  
Specializing in the Treatment for HIV-Related Illness  
4614 North IH 35  
Austin, Texas

Del Valle CHC  
(South Rural)  
3518 FM 973  
Del Valle, Texas

East Austin CHC  
211 Comal Street  
Austin, Texas

Montopolis CHC  
1200-B Montopolis Drive  
Austin, Texas

Northeast Austin CHC  
7112 Ed Bluestein Blvd.  
Austin, Texas

Oak Hill CHC  
(West Rural)  
8656-A Highway 71 West, Suite C  
Austin, Texas

Pflugerville CHC  
(North Rural)  
15822 Foothill Farms Loop  
Pflugerville, Texas

Rosewood-Zaragosa CHC  
2802 Webberville Rd.  
Austin, Texas

Manor CHC  
600 W. Carrie Manor  
Manor, Texas

Salvation Army Homeless Clinic  
501 East 8th Street  
Austin, Texas

Safe Place  
P. O. Box 19454  
Austin, Texas

RBJ Dental Clinic  
15 Waller Street  
Austin, Texas

South Austin Dental Clinic  
2529 S. First Street  
Austin, Texas

Red River Community Health Center  
1215 Red River St.  
Austin, Texas

Life Works  
408 West 23rd Street  
Austin, Texas

A.K. Blackson CHC  
928 Blackson Avenue  
Austin, Texas

William Cannon CHC  
6801 S. IH 35  
Suite 1-E  
Austin, Texas

Northeast Dental Clinic  
7112 Ed Bluestein Blvd.  
Austin, Texas

South Austin CHC  
2529 S. First Street  
Austin, Texas

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**ATTACHMENT C**  
**ETHICS AFFIDAVIT**

# 24

Travis County Commissioners Court Agenda Request

Voting Session 3/31/2009  
(Date)

Work Session \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider And Take Appropriate Action To Approve The Interlocal Agreements With Grant Sub-Recipients For The Local Initiatives Projects Grant.

C. Approved by: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Jon A. White, NREQ Division Dir.  
 Thomas Weber, Env. Quality Program Mgr  
 Cynthia McDonald, TNR Financial Director  
 Sydnia Crosbie, TNR, Lead Fin. Analyst  
 Adele Noel, Air Quality Project Mgr.  
 Kimberly Walton, Auditor, Financial Mgr.  
 Michele Gable, Auditor Financial Analyst

III. Required Authorizations: Please check if applicable:

- Reduced 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 MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.



**TRANSPORTATION AND NATURAL RESOURCES**  
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

March 18, 2009

**MEMORANDUM**

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager, TNR

**SUBJECT:** Interlocal Agreements for Local Initiatives Projects Grant

**Proposed Motion:**

Consider and take appropriate action to approve the Interlocal Agreements with grant sub-recipients for the Local Initiatives Projects Grant.

**Summary and Staff Recommendations:**

On February 10, 2009, the Court approved the use of the Local Initiative Project (LIP) grant to pay for several projects to improve air quality. Some of these projects involve other governmental entities within Travis County jurisdiction. These projects include the purchase of propane school buses for Manor ISD, purchase of flex-fuel vehicles for the City of Manor, and hybrids for the City of Austin.

These Interlocal Agreements include language that specifies the responsibility of the grant sub-recipient before receiving the LIP funds:

- The engines and emission-control equipment must be destroyed and rendered inoperable for the vehicles that are being replaced;
- By August 14, 2009, a completed manifest, pictures of the old and new vehicles, and a list of the vehicles' VIN numbers must be received by Travis County unless prior approval for an alternative deliverable date is granted;
- All transactions related to this contract may be audited by Travis County; and
- The grant sub-recipient must comply with the Local Initiatives Project grant.

TNR recommends approval of these Interlocal Agreements.

**Budgetary and Fiscal Impact:**

None. The source of funding is the Local Initiative Projects grant. Travis County will serve as a pass through of funds for this grant.

**Background:**

The LIP program is an enhancement to the Low Income Vehicle Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program (LIRAP). In August 2005, the Commissioners Court committed to administer the LIRAP as part of the Early Action Compact Agreement. The TCEQ provides grant funds for repairs or replacement to Travis County to assist qualifying individuals who own vehicles that are registered in the county and fail a mandatory emissions inspection or if the vehicle is over 10 years old.

In 2007, the 80<sup>th</sup> Texas Legislature passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 and Section 282.220 titled Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in LIRAP.

On May 6<sup>th</sup>, 2008, Travis County signed the Inter-Governmental Cooperative Reimbursement Agreement Between the TCEQ and Travis County for the LIP. As a result, TCEQ will provide funds to Travis County in the same amount that Travis County, or other entity matches. All or part of the match may be an in-kind contribution of services or tangible property.

**Issues and Opportunities:**

Travis County has agreed to partner with other regional entities in efforts to remain in attainment of federal air quality standards through voluntary measures that contribute to ozone production. This project supports Travis County in this effort by replacing polluting equipment with newer, more efficient equipment.

Attachments: Interlocal Agreements

**cc:** Jon A. White, NREQ Division Dir.  
Thomas Weber, Environmental Quality Program Mgr.  
Cynthia McDonald, TNR Financial Director  
Sydnia Crosbie, TNR, Lead Financial Analyst  
Adele Noel, Air Quality Project Mgr.  
Kimberly Walton, Auditor, Financial Mgr.  
Michele Gable, Auditor Financial Analyst

# INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE

Last Updated 3-26-09

## CITY OF AUSTIN

### PARTIES

This Interlocal Agreement is made by and between Travis County, Texas, a political subdivision of The State of Texas, and the City of Austin, a home-rule municipality and political subdivision, for the limited purposes stated here, in light of the following premises:

### RECITALS

Travis County has entered into a grant contract with the Texas Commission on Environmental Quality. The grant contract governs Travis County's use of funds in the Local Initiatives Project, which is a project designed to improve Texas air quality, as provided for in Health and Safety Code section 382.220. City of Austin's project proposal has been fully evaluated and determined to fit within the minimum criteria and standards established by the TCEQ, as well as meeting more specific standards that Travis County has established for the project categories. Travis County officially selected this project on February 10, 2009.

Travis County has the authority to enter into this Agreement under Local Government Code, Section 791.001.

In consideration of the above premises, the parties to this contract agree to the terms and conditions stated in it.

### PURPOSE

The purpose of the contract is to govern the City of Austin's use of Local Initiative Project funds to purchase a hybrid vehicle, which is a project authorized under the Health and Safety Code section 382.220

### AGREEMENT

#### 1.0 *Travis County's Responsibility*

1.01 After receiving proof (as described in Paragraph 2.02) from the City of Austin that the relevant vehicle, its engines and emission-control equipment have been destroyed and rendered inoperable, Travis County shall reimburse City of Austin fifty (50) percent of the actual cost of the purchase, not to exceed \$11,544 which is the Local Initiative Project amount approved for this project.

1.02 As a grant recipient, Travis County shall comply with the terms of the Local Initiative Project grant (included here as Attachment 1) and Texas's Uniform Grant Management Standards.

#### 2.0 *City of Austin's Responsibility*

2.01 City of Austin shall purchase within applicable time frames one hybrid vehicle and  
Last Updated 3-26-09 retire and render inoperable the vehicle, the engine and emission-control equipment  
replaced through this purchase.

2.02 City of Austin shall provide Travis County with proof required under paragraph 1.01  
in the form of a completed "Local Initiative Projects Retired Vehicle Manifest"  
(included here as Attachment 2), pictures of the old and new vehicle, and the  
vehicles' VIN number.

2.03 Unless Travis County's Commissioners Court specifies a later date in a written order  
delivered to the City of Austin, by August 14, 2009, Paragraph 2.02 proof shall be  
delivered in person or by postage-prepaid registered or certified mail to Travis  
County's Air Quality Project Manager, whose mailing address is P.O. Box 1748;  
Austin, Texas 78767.

2.04 City of Austin shall permit Travis County or its authorized representative to audit  
City of Austin's transactions related to this contract, within five (5) business days  
after receiving notice of such. In addition, City of Austin shall provide Travis  
County or its authorized representative with any information necessary to facilitate  
such audit.

2.05 As a grant sub-recipient, City of Austin shall comply with the terms of the Local  
Initiatives Project grant and Texas's Uniform Grant Management Standards, and  
provide Travis County with all required assurances for receiving state grant funds as  
Travis County may request.

2.06 In the event of the City of Austin's non-compliance with any term of this contract,  
Travis County may withhold payment.

### 3.0 *Notice*

3.01 Unless a provision specifically provides otherwise in this contract, any notice  
required or permitted to be given under this contract by one party to the other  
shall be in writing and shall be given and deemed to have been given immediately  
if delivered in person to the address set forth below for the party to whom the  
notice is given, or on the third day following mailing if placed in the United States  
Mail, postage prepaid, by registered or certified mail with return receipt  
requested, address to the party at the address noted below:

#### TRAVIS COUNTY:

County Judge  
Travis County  
P.O. Box 1748  
Austin, Texas 78767-1748

#### CITY OF AUSTIN:



WILLIAM O'CONNOR  
Last Updated ~~11/11/08~~ 1190 HARGRAVE ST.  
AUSTIN, Texas 78702

4.0 Entire Agreement

4.01 All oral and written agreements between the parties to this contract relating to this contract's subject matter that were made before this contract's execution have been reduced to writing and are contained in this contract, including Attachments 1 and 2.

AUSTIN, TEXAS

By: William O'Connor  
Name: WILLIAM O'CONNOR  
Title: FLEET PROGRAM MGR  
Authorized Representative  
Date: 3/17/09

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

TRAVIS COUNTY, TEXAS

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

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

INSTRUCTIONS  
ON REVERSE

**LOCAL INITIATIVE PROJECTS RETIRED VEHICLE TRANSFER MANIFEST**

PROGRAM ADMINISTRATOR: LOCAL INITIATIVE PROJECTS, MC 164  
P.O. BOX 13087, AUSTIN, TEXAS 78711-3087

PHONE:  
512-239-2474

**AUTOMOBILE DEALERSHIP SECTION (To be filled out by Dealership)**

**COUNTY**

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**VEHICLE INFORMATION**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Vehicle Identification Number (VIN)

--	--	--	--	--	--	--	--	--	--

License Plate Number

--	--	--	--	--	--	--	--

Odometer Reading

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Title/Document Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

**SALVAGE/DISMANTLING FACILITY SECTION (To be filled out by Dismantler)**

Salvage/Dismantling Facility: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ County: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

TCEQ Storm Water Permit Number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\_\_\_\_\_  
Salvage/Dismantling Facility Representative Verifying VIN & Receipt of Vehicle

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DESTRUCTION CERTIFICATION**

I certify that the emissions-control equipment AND THE ENGINE of this vehicle have been destroyed. Emissions-control equipment may include the following: exhaust gas recirculation system, power control module, catalytic converter, oxygen sensors, evaporative purge canister, positive crankcase ventilation valve, gas cap. (SEE PENALTY NOTICE ON REVERSE SIDE)

All mercury switches have been removed, and I also certify that the vehicle itself has been destroyed.

\_\_\_\_\_  
Dismantler Representative Verifying Destruction of Equipment and Vehicle

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RECYCLING FACILITY**

Recycling Facility: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ County: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Texas Dept. of Transportation (TxDOT) Metal Recyclers Inventory Number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\_\_\_\_\_  
Recycling Facility Representative Verifying Receipt of Vehicle

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

**Intergovernmental Cooperative Reimbursement Agreement**  
**CONTRACT DOCUMENTS**

The entire Contract between TCEQ and Grantee is composed of the Contract Documents listed on this page and marked by an "X". A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents, as amended, control in the descending order of the list, subject to provisions in the Special Terms and Conditions that alter the order, if any. All contract provisions, however, are subject to control by the latest and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Documents Created During the Contract (including, Contract Activity Proposals, and Work Plans, approved by TCEQ in accordance with Contract procedures and agreed amendments to those documents)
X	Contract Activities ("Scope of Work")
	TCEQ - Approved Work Plan / Grantee Proposal
	Work Order Section
X	Contract Actual Cost Budget
X	General Conditions
	Schedule of Fixed Cost for Reimbursement
	Federal Section (Including Conditions and Completed Forms)
X	Project Representatives and Records Location
X	Attachment A - Guidance for Submitting Evidence for SIP Credit
	Attachment B
	Attachment C
	Attachment D

Local Initiative Projects (LIRAP)  
vehicle's operator;

- (3) develop and implement projects to implement the commission's smoking vehicle program;
- (4) develop and implement projects for coordinating with local law enforcement officials to reduce the use of counterfeit state inspection stickers by providing local law enforcement officials with funds to identify vehicles with counterfeit state inspection stickers and to carry out appropriate actions;
- (5) develop and implement programs to enhance transportation system improvements; or
- (6) develop and implement new air control strategies designed to assist local areas in complying with state and federal air quality rules and regulations.

To be considered eligible, a proposed project must comply with applicable provisions of state and federal laws. Also, project proposals must be received by the commission for approval no fewer than 180 days before the end of the fiscal year during which funds are to be expended, unless the commission waives this provision at its sole discretion. The costs of work performed prior to TCEQ issuing an approval for the project in a written Notice to Proceed are not Allowable Costs for reimbursement. The Commission will not reimburse any costs incurred or paid prior to the commencement of this Contract. If, after execution of this contract, funds are advanced for a project, grantee must receive approval for the project and a Notice to Proceed prior to incurring costs. The reimbursement of costs is subject to confirmation by TCEQ that the expenditure is an Allowable Cost according to this contract.

A participating county will administer and implement the Contract Activities however, the Grantee may implement the program by subcontracting with an appropriate entity including a regional council of governments or the metropolitan planning organization in the appropriate region, or with another county and overseeing the work of the subcontractor. The participating counties in a non-attainment region or counties participating in an early action compact under 30 TAC Chapter 114, Subchapter C (relating to Vehicle Inspection and Maintenance; Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program; and Early Action Compact Counties) may agree to have the money collected in any one county be used in any other participating county in the same region (HSC §382.209(g)). A proposed project that involves more than one county must include a list of participating counties and, for each participating county, written authorization, such as a letter, signed by a responsible individual of the county, that authorizes use of that county's allocation of Local Initiative Project funds, and the amount of the county's allocation to be dedicated to the proposed project.

To the extent possible, counties intending to fund projects that generate emission reduction credits to be included in the State Implementation Plan, should provide in their project proposals, documentation, descriptions, computations, or other supporting evidence demonstrating in detail the emission reduction benefits to be derived from proposed projects. If none are projected, then state none. See Attachment A for guidance on submitting evidence for SIP credit.

#### IV. STATUTORY RESTRICTION ON USE OF FUNDS

As specified in SB 12, Section 1.07(c), and codified in HSC §382.220(c), funds provided under this contract may not be expended for the following purposes related to operation and administration of the LIRAP program:

- 1. call center management;
- 2. application oversight;

Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

## VII. PROJECT SELECTION CRITERIA

Unless otherwise provided in this agreement or authorized in writing by the TCEQ, the County must submit a written plan for conducting each Local Initiative Project, which must contain the following components:

1. **APPLICANT(S)**. County requesting funding of the Local Initiative Project and the name of the agency or entity that will administer the project.
2. **RESPONSIBLE PERSON(S)**. Names, phone numbers and, if appropriate, titles of the individual or individuals submitting and directing this project on behalf of the eligible county or counties.
3. **PROJECT DESCRIPTION**. A clear and concise description of the proposed project, including details of the operation of the program, target emitting source or sources, technologies or methods to be implemented to reduce emissions, an itemized list of goods and services needed to implement the project, and any other details of the project that explain how the project will reduce emissions or help the region comply with state or federal clean air rules or regulations. If construction is proposed, the proposal should include a map of the location, photographs of the existing project site, a site plan of the proposed construction, illustrations of the proposed work, and a description of how it would be accomplished, including estimated cost.
4. **PROJECT SCHEDULE**. The proposal should include the proposed starting date and, if appropriate, ending date of the proposed project. If possible, the proposal should also include dates of important project milestones, or durations of key phases of the project (planning and design, bid approvals and awards, implementation or construction, if any).
5. **PROJECT BUDGET**. An itemized budget identifying the full cost of all project phases, including the amount and source of local matching funds or value of in-kind donations, for which Local Initiative Project funding under HSC §382.220 is requested. Of this total, a maximum of 50 percent may be reimbursed from HSC §382.220 clean air account funds not to exceed the amount in section V. "AMOUNT OF FUNDING". No part of the required 50 percent local match may come from LIRAP funding provided under HSC §382.209. All or part of the 50 percent local match may be an in-kind contribution of tangible property such as donations of land or materials, or professional services, if consistent with state regulations.

**In-Kind Match**. If part or the entire 50 percent local match will be an in-kind contribution in lieu of funds, the proposal must include a detailed description and estimated value of the property or professional services to be donated to the project. A tangible in-kind match could include donations of land, equipment, or materials to be used, or professional services related to the project that can be documented. The in-kind local match cannot include professional services funded under HSC §382.209 or activities prohibited under HSC §382.220(c). The in-kind local match can be provided by another entity besides the county, such as, for example, a city or metropolitan transportation authority. If the local match is provided by an entity other than the proposing county, the proposal must include official documentation of the commitment of that property, such as by signed letter of commitment, by an appropriate agent of the owner of the property, for the purpose of implementing the proposed Local Initiative Project.

**Project Budget**. The County will include with each invoice, documentation showing the amount of any in-kind contribution received.

6. **PROJECT BENEFITS**. Explain and document, if possible, the anticipated air quality benefits to the county or region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and surplus, including computations, model results, or other documentation, if available. If

Local Initiative Projects (LIRAP)

exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

### 3. AUTHORIZATION.

The Grantee must obtain a written Notice to Proceed from the TCEQ Project Representative to start project activities. Any performance of the activities prior to the Notice to Proceed is not reimbursable. At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities.

### 4. FUNDS.

4.1 **Availability of Funds.** This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable.

4.1.1 Grantee will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Grantee is included in any subcontract it awards.

4.2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Signature Page. The Contract does not guarantee a minimum amount of reimbursement, where project plans may be issued.

4.3 **Grants.** If this agreement was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project. TCEQ does not assert any oversight or control other than what is required by the Uniform Grant Management Standards and the Office of Management and Budget Circulars, if applicable.

4.4 Grant money issued by the TCEQ under this reimbursement contract must be spent by the county by the end of the Appropriation Biennium. An Appropriation Biennium is the period of two Fiscal Years for which the Texas Legislature has appropriated funds for these projects (ex. for the 2008-2009 biennium, funding awarded for fiscal year 2008 and fiscal year 2009 must be spent by August 31, 2009) unless otherwise determined by TCEQ.

### 5. ALLOWABLE COSTS.

5.1 **Conforming Activities.** TCEQ will reimburse the Grantee for Allowable Costs incurred and paid by the Grantee in performance of conforming Contract Activities only when authorized in writing. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual and authorized by this Contract and a Notice to Proceed.

5.2 **UGMS.** Allowable Costs are restricted to those that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of April 27, 2007 is <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. TCEQ Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements may apply when federal funds are included in the reimbursement.

Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

- 8.3.1. Chapter 382, Subchapter G of the Texas Health and Safety Code
- 8.3.2. Texas Government Code Chapter 783
- 8.3.3. 30 TAC Chapter 14, TCEQ Rules
- 8.3.4. Texas Uniform Grant Management Standards (Rules of the Governor of Texas at 1 TAC § 5.141 et seq)
- 8.3.5. Appropriations Act of the 80<sup>th</sup> Texas Legislature Article IX Section 17.04 (requirements that grant funds be distributed by state agencies on a reimbursement or as needed basis) as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract.
- 8.3.6. Texas Government Code Section 556.0055 (pertaining to lobbying)
- 8.3.7. TNRCC *Allowable Expenditure Guidelines* (pertaining to allowable costs for cost reimbursement contracts and grants)
- 8.3.8. Appropriations Act of the 80<sup>th</sup> Texas Legislature at Article VI rider paragraph 16 (**Appropriation: Low-income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)**), as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract

8.4 **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

## 9. GRANTEE'S RESPONSIBILITIES.

- 9.1 **Grantee's Responsibility for the Contract Activities.** Grantee undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ-hired contractor, agent, employee or vendor of goods or services. Grantee agrees that the Contract Activities are furnished and performed at Grantee's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 9.2 **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Grantee and TCEQ. The parties agree that the Grantee is an independent contractor.
- 9.3 **Grantee's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Grantee shall be considered to be the acts and omissions of Grantee.
- 9.4 Nothing in this Contract shall create a contractual relationship between TCEQ and any of Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Grantee.
- 9.5 Grantee and its employees and agents have no conflicts of interest relative to this Contract including without limitation: the source of grant funds, the selection of subgrantees to receive the grant funds and the purchases or leases made by the subgrantees.
- 9.6 **No Third-Party Beneficiary.** The TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties.
- 9.7 Grantee agrees to fully utilize the resources provided by the TCEQ under this agreement to carry out and complete the tasks and activities in this agreement.

Local Initiative Projects (LIRAP)

reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

12.2 **Grant of License.** Grantee grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Grantee that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

13. **TIME DELAYS.**

13.1 **Time is of the Essence.** Grantee's timely performance is a material term of this Contract.

13.2 **Delays.** Where Grantee's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

14. **TERMINATION.**

14.1 **Termination for Cause.** TCEQ may, upon ten (10) days written notice and the opportunity to cure, terminate this Contract for cause if Grantee materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Cancellation for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

14.2 **Termination for Convenience.** TCEQ may, upon thirty (30) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Grantee. Grantee may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Grantee shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

15. **INSURANCE AND INDEMNIFICATION.**

15.1 **Insurance.** Unless prohibited by law, the Grantee shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Grantee and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Grantee or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the TCEQ, sufficient coverage shall include but is not limited to Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

15.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS PERFORMING THE CONTRACT ACTIVITIES ON BEHALF OF GRANTEE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND GRANTEE AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE GRANTEE OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY



Local Initiative Projects (LIRAP)

financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records must be maintained for a minimum of three (3) years beyond the expiration or earlier termination of this Contract, or during any period of litigation or claims process, including appeals.

**18. INDIRECT COST RATE.**

- 18.1 **Authority for Indirect Cost Rates.** The Grantee shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.
- 18.2 **Indirect Cost Rate of Contract Activities.** The costs to be reimbursed may include allowable direct costs of the Contract Activities plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowable equal to ten percent (10%) of the direct costs for salaries, wages, and fringe benefits for personnel performing work related to the Contract Activities is authorized.

**19. DOCUMENTS CREATED DURING THE CONTRACT**

Contract Documents created during the term of the contract are automatically incorporated into it. Any Contract Document issued under the authority of this Contract is a part of this Contract. These documents include the Notice to Proceed, TCEQ approved Project Plans, TCEQ approved Quality Management Plan, TCEQ approved Quality Assurance Project Plan, and TCEQ approved Standard Operating Procedures.

**20. MISCELLANEOUS.**

- 20.1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Grantee will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Grantee from any duty or responsibility under the Contract.
- 20.2 **Sovereign Immunity.** The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, and the payment of damages.
- 20.3 **Venue.** Grantee agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Grantee agrees that any cause of action involving this contract arises solely in Travis County. This provision does not waive TCEQ's sovereign immunity.
- 20.4 **Publication.** Grantee agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Grantee agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without an agreement signed by the appropriate TCEQ authority.
- 20.5 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Grantee's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the TCEQ's claims against the Grantee or its sureties.
- 20.6 TCEQ relies on Grantee to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

**PROJECT REPRESENTATIVES/ RECORDS LOCATION**

Agreement No. 582-8-89964

**ARTICLE 21.1 TCEQ PROJECT REPRESENTATIVE**

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Marivel Rodriguez  
(Name)  
Program Specialist                      164  
(Title)    (Mail Code)  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Telephone No.: (512) 239-2474

Facsimile No.: (512) 239-1500

**ARTICLE 21.2 GRANTEE PROJECT REPRESENTATIVE**

The individual named below is the GRANTEE Project Representative, who is authorized to give and receive communications and directions on behalf of the GRANTEE. All communications to the GRANTEE will be addressed to the GRANTEE Project Representative or his or her designee.

For Technical Matters:  
Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin                      Texas                      78767  
(City)    (State)                      (Zip Code)

Telephone No.: (512) 854-9555

Facsimile No.: (512) 854-9535

For Contractual Matters:  
Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin                      Texas                      78767  
(City)    (State)                      (Zip Code)

Telephone No.: (512) 854-9555

Facsimile No.: (512) 854-9535

**ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS**

Payment requests must be submitted to (whichever is checked):

the TCEQ Project Representative.

the TCEQ Disbursements Section.

*(if neither box is checked, payment requests must be submitted to the TCEQ Project Representative).*

**ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW**

The GRANTEE designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin                      Texas                      78767  
(City)    (State)                      (Zip Code)

Telephone No.: (512) 854-9555

Facsimile No.: (512) 854-9535

## Attachment A

### Guidance for Submitting Evidence for SIP Credit

Submitted evidence must address the following four criteria for evaluating air emission control strategies that demonstrates and describes how the emission reductions to be achieved by the project are:

1. **Enforceable.** Emission reductions and other required actions are enforceable if:
  - A. They are independently verifiable.
  - B. Program violations are defined.
  - C. Those liable can be identified.
  - D. The enforcing entity and the U.S. Environmental Protection Agency (EPA) maintain the ability to apply penalties and secure appropriate corrective action where applicable.
  - E. Citizens have access to all emissions-related information obtained from the source.
  - F. Citizens can file suits against sources for violations.
  - G. They are practicably enforceable in accordance with other EPA guidance on practicable enforceability.
2. **Permanent.** Emission reductions are permanent if it can be ensured that no emission increases (compared to emissions in the absence of the project) occur over the time the emission reduction are relied upon in the SIP.
3. **Quantifiable.** Emission reductions attributed to a Local Initiative Project are quantifiable if they can be reliably measured or determined, and if these determinations can be independently verified and replicated.
4. **Surplus.** Emission reductions used to meet air quality attainment requirements are surplus as long as they are not otherwise relied on in air quality-related programs related to a SIP, SIP-related requirements, other State air quality programs adopted but not in a SIP, or federal rules that focus on reducing criteria pollutants or their precursors. In the event that Local Initiative Project emission reductions are relied on to meet air quality-related program requirements, they are no longer surplus.

These four criteria were developed by the EPA to guide state and local governments in developing control strategies for State Implementation Plans (SIP) to improve local air quality and comply with federal regulations. Satisfaction of these criteria is necessary to generate an emission reduction that is creditable in a SIP. More information on SIP credit criteria can be found in EPA guidance: <http://www.epa.gov/ttn/oarpg/t1/memoranda/eip9-2.pdf>

This agreement should not be construed as a guarantee that emission reduction credits claimed to be generated by approved Local Initiative Projects will be included in the State Implementation Plan. Approval of a Local Initiative Project by the commission does not ensure SIP creditability, *per se*.

**CITY OF MANOR**

**PARTIES**

This Interlocal Agreement is made by and between Travis County, Texas, a political subdivision of The State of Texas, and the City of Manor, a city and political subdivision, for the limited purposes stated here, in light of the following premises:

**RECITALS**

Travis County has entered into a grant contract with the Texas Commission on Environmental Quality. The grant contract governs Travis County's use of funds in the Local Initiatives Project, which is a project designed to improve Texas air quality, as provided for in Health and Safety Code section 382.220. City of Manor's project proposal has been fully evaluated and determined to fit within the minimum criteria and standards established by the TCEQ, as well as meeting more specific standards that Travis County has established for the project categories. Travis County officially selected this project on February 10, 2009.

Travis County has the authority to enter into this Agreement under Local Government Code, Section 791.001.

In consideration of the above premises, the parties to this contract agree to the terms and conditions stated in it.

**PURPOSE**

The purpose of the contract is to govern City of Manor's use of Local Initiative Project funds to purchase flex-fuel vehicles, which is a project authorized under the Health and Safety Code section 382.220

**AGREEMENT**

1.0 *Travis County's Responsibility*

1.01 After receiving proof (as described in Paragraph 2.02) from City of Manor that the relevant vehicles, their engines and emission-control equipment have been destroyed and rendered inoperable, Travis County shall reimburse City of Manor fifty (50) percent of the actual cost of the purchase, not to exceed \$42,531, which is the Local Initiative Project amount approved for this project.

1.02 As a grant recipient, Travis County shall comply with the terms of the Local Initiative Project grant (included here as Attachment 1) and Texas's Uniform Grant Management Standards.

2.0 *City of Manor's Responsibility*

2.01 City of Manor shall purchase within applicable time frames three (3) flex-fuel vehicles and retire and render inoperable the vehicles, their engines and emission-control equipment replaced through this purchase.

2.02 City of Manor shall provide Travis County with proof required under paragraph 1.01 in the form of a completed "Local Initiative Projects Retired Vehicle Manifest" (included here as Attachment 2), pictures of the old and new vehicles, and a list of the vehicles' VIN numbers.

2.03 Unless Travis County's Commissioners Court specifies a later date in a written order delivered to the City of Manor, by August 14, 2009, Paragraph 2.02 proof shall be delivered in person or by postage-prepaid registered or certified mail to Travis County's Air Quality Project Manager, whose mailing address is P.O. Box 1748; Austin, Texas 78767.

2.04 City of Manor shall permit Travis County or its authorized representative to audit City of Manor's transactions related to this contract, within five (5) business days after receiving notice of such. In addition, City of Manor shall provide Travis County or its authorized representative with any information necessary to facilitate such audit.

2.05 As a grant sub-recipient, City of Manor shall comply with the terms of the Local Initiatives Project grant and Texas's Uniform Grant Management Standards, and provide Travis County with all required assurances for receiving state grant funds as Travis County may request.

2.06 In the event of the City of Manor's non-compliance with any term of this contract, Travis County may withhold payment.

### 3.0 *Notice*

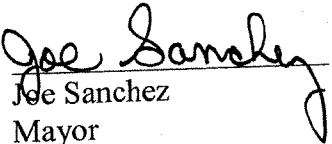
3.01 Unless a provision specifically provides otherwise in this contract, any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth below for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, address to the party at the address noted below:

#### TRAVIS COUNTY:

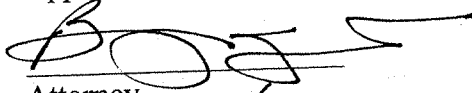
County Judge  
Travis County  
P.O. Box 1748  
Austin, Texas 78767-1748

4.0 *Entire Agreement*

4.01 All oral and written agreements between the parties to this contract relating to this contract's subject matter that were made before this contract's execution have been reduced to writing and are contained in this contract, including Attachments 1 and 2.

By:   
Name: Joe Sanchez  
Title: Mayor  
Authorized Representative  
Date: 3/9/2009

Approved as to Form:

  
Attorney  
3/11/09  
Date

TRAVIS COUNTY, TEXAS

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

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

INSTRUCTIONS  
ON REVERSE

### LOCAL INITIATIVE PROJECTS RETIRED VEHICLE TRANSFER MANIFEST

PROGRAM ADMINISTRATOR: LOCAL INITIATIVE PROJECTS, MC 164  
P.O. BOX 13087, AUSTIN, TEXAS 78711-3087

PHONE:  
512-239-2474

#### AUTOMOBILE DEALERSHIP SECTION (To be filled out by Dealership)

##### COUNTY

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

##### VEHICLE INFORMATION

Vehicle Identification Number (VIN)

License Plate Number

Odometer Reading

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Title/Document Number: \_\_\_\_\_

Signature of County Representative

#### SALVAGE/DISMANTLING FACILITY SECTION (To be filled out by Dismantler)

Salvage/Dismantling Facility: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ County: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: \_\_\_\_\_

TCEQ Storm Water Permit Number: \_\_\_\_\_

Salvage/Dismantling Facility Representative Verifying VIN & Receipt of Vehicle \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

##### DESTRUCTION CERTIFICATION

I certify that the emissions-control equipment AND THE ENGINE of this vehicle have been destroyed. Emissions-control equipment may include the following: exhaust gas recirculation system, power control module, catalytic converter, oxygen sensors, evaporative purge canister, positive crankcase ventilation valve, gas cap. (SEE PENALTY NOTICE ON REVERSE SIDE)

All mercury switches have been removed, and I also certify that the vehicle itself has been destroyed.

Dismantler Representative Verifying Destruction of Equipment and Vehicle \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

##### RECYCLING FACILITY

Recycling Facility: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ County: \_\_\_\_\_  
Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Texas Dept. of Transportation (TxDOT) Metal Recyclers Inventory Number: \_\_\_\_\_

Recycling Facility Representative Verifying Receipt of Vehicle \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

**Intergovernmental Cooperative Reimbursement Agreement**  
**CONTRACT DOCUMENTS**

The entire Contract between TCEQ and Grantee is composed of the Contract Documents listed on this page and marked by an "X". A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents, as amended, control in the descending order of the list, subject to provisions in the Special Terms and Conditions that alter the order, if any. All contract provisions, however, are subject to control by the latest and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Documents Created During the Contract (including, Contract Activity Proposals, and Work Plans, approved by TCEQ in accordance with Contract procedures and agreed amendments to those documents)
X	Contract Activities ("Scope of Work")
	TCEQ - Approved Work Plan / Grantee Proposal
	Work Order Section
X	Contract Actual Cost Budget
X	General Conditions
	Schedule of Fixed Cost for Reimbursement
	Federal Section (Including Conditions and Completed Forms)
X	Project Representatives and Records Location
X	Attachment A - Guidance for Submitting Evidence for SIP Credit
	Attachment B
	Attachment C
	Attachment D



Local Initiative Projects (LIRAP)  
vehicle's operator;

- (3) develop and implement projects to implement the commission's smoking vehicle program;
- (4) develop and implement projects for coordinating with local law enforcement officials to reduce the use of counterfeit state inspection stickers by providing local law enforcement officials with funds to identify vehicles with counterfeit state inspection stickers and to carry out appropriate actions;
- (5) develop and implement programs to enhance transportation system improvements; or
- (6) develop and implement new air control strategies designed to assist local areas in complying with state and federal air quality rules and regulations.

To be considered eligible, a proposed project must comply with applicable provisions of state and federal laws. Also, project proposals must be received by the commission for approval no fewer than 180 days before the end of the fiscal year during which funds are to be expended, unless the commission waives this provision at its sole discretion. The costs of work performed prior to TCEQ issuing an approval for the project in a written Notice to Proceed are not Allowable Costs for reimbursement. The Commission will not reimburse any costs incurred or paid prior to the commencement of this Contract. If, after execution of this contract, funds are advanced for a project, grantee must receive approval for the project and a Notice to Proceed prior to incurring costs. The reimbursement of costs is subject to confirmation by TCEQ that the expenditure is an Allowable Cost according to this contract.

A participating county will administer and implement the Contract Activities however, the Grantee may implement the program by subcontracting with an appropriate entity including a regional council of governments or the metropolitan planning organization in the appropriate region, or with another county and overseeing the work of the subcontractor. The participating counties in a non-attainment region or counties participating in an early action compact under 30 TAC Chapter 114, Subchapter C (relating to Vehicle Inspection and Maintenance; Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program; and Early Action Compact Counties) may agree to have the money collected in any one county be used in any other participating county in the same region (HSC §382.209(g)). A proposed project that involves more than one county must include a list of participating counties and, for each participating county, written authorization, such as a letter, signed by a responsible individual of the county, that authorizes use of that county's allocation of Local Initiative Project funds, and the amount of the county's allocation to be dedicated to the proposed project.

To the extent possible, counties intending to fund projects that generate emission reduction credits to be included in the State Implementation Plan, should provide in their project proposals, documentation, descriptions, computations, or other supporting evidence demonstrating in detail the emission reduction benefits to be derived from proposed projects. If none are projected, then state none. See Attachment A for guidance on submitting evidence for SIP credit.

#### IV. STATUTORY RESTRICTION ON USE OF FUNDS

As specified in SB 12, Section 1.07(c), and codified in HSC §382.220(c), funds provided under this contract may not be expended for the following purposes related to operation and administration of the LIRAP program:

1. call center management;
2. application oversight;

Local Initiative Projects (LIRAP)

## VII. PROJECT SELECTION CRITERIA

Unless otherwise provided in this agreement or authorized in writing by the TCEQ, the County must submit a written plan for conducting each Local Initiative Project, which must contain the following components:

1. **APPLICANT(S).** County requesting funding of the Local Initiative Project and the name of the agency or entity that will administer the project.
2. **RESPONSIBLE PERSON(S).** Names, phone numbers and, if appropriate, titles of the individual or individuals submitting and directing this project on behalf of the eligible county or counties.
3. **PROJECT DESCRIPTION.** A clear and concise description of the proposed project, including details of the operation of the program, target emitting source or sources, technologies or methods to be implemented to reduce emissions, an itemized list of goods and services needed to implement the project, and any other details of the project that explain how the project will reduce emissions or help the region comply with state or federal clean air rules or regulations. If construction is proposed, the proposal should include a map of the location, photographs of the existing project site, a site plan of the proposed construction, illustrations of the proposed work, and a description of how it would be accomplished, including estimated cost.
4. **PROJECT SCHEDULE.** The proposal should include the proposed starting date and, if appropriate, ending date of the proposed project. If possible, the proposal should also include dates of important project milestones, or durations of key phases of the project (planning and design, bid approvals and awards, implementation or construction, if any).
5. **PROJECT BUDGET.** An itemized budget identifying the full cost of all project phases, including the amount and source of local matching funds or value of in-kind donations, for which Local Initiative Project funding under HSC §382.220 is requested. Of this total, a maximum of 50 percent may be reimbursed from HSC §382.220 clean air account funds not to exceed the amount in section V. "AMOUNT OF FUNDING".  
No part of the required 50 percent local match may come from LIRAP funding provided under HSC §382.209. All or part of the 50 percent local match may be an in-kind contribution of tangible property such as donations of land or materials, or professional services, if consistent with state regulations.

**In-Kind Match.** If part or the entire 50 percent local match will be an in-kind contribution in lieu of funds, the proposal must include a detailed description and estimated value of the property or professional services to be donated to the project. A tangible in-kind match could include donations of land, equipment, or materials to be used, or professional services related to the project that can be documented. The in-kind local match cannot include professional services funded under HSC §382.209 or activities prohibited under HSC §382.220(c). The in-kind local match can be provided by another entity besides the county, such as, for example, a city or metropolitan transportation authority. If the local match is provided by an entity other than the proposing county, the proposal must include official documentation of the commitment of that property, such as by signed letter of commitment, by an appropriate agent of the owner of the property, for the purpose of implementing the proposed Local Initiative Project.

**Project Budget.** The County will include with each invoice, documentation showing the amount of any in-kind contribution received.

6. **PROJECT BENEFITS.** Explain and document, if possible, the anticipated air quality benefits to the county or region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and surplus, including computations, model results, or other documentation, if available. If

Local Initiative Projects (LIRAP)

exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

### 3. AUTHORIZATION.

The Grantee must obtain a written Notice to Proceed from the TCEQ Project Representative to start project activities. Any performance of the activities prior to the Notice to Proceed is not reimbursable. At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities.

### 4. FUNDS.

4.1 **Availability of Funds.** This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable.

4.1.1 Grantee will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Grantee is included in any subcontract it awards.

4.2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Signature Page. The Contract does not guarantee a minimum amount of reimbursement, where project plans may be issued.

4.3 **Grants.** If this agreement was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project. TCEQ does not assert any oversight or control other than what is required by the Uniform Grant Management Standards and the Office of Management and Budget Circulars, if applicable.

4.4 Grant money issued by the TCEQ under this reimbursement contract must be spent by the county by the end of the Appropriation Biennium. An Appropriation Biennium is the period of two Fiscal Years for which the Texas Legislature has appropriated funds for these projects (ex. for the 2008-2009 biennium, funding awarded for fiscal year 2008 and fiscal year 2009 must be spent by August 31, 2009) unless otherwise determined by TCEQ.

### 5. ALLOWABLE COSTS.

5.1 **Conforming Activities.** TCEQ will reimburse the Grantee for Allowable Costs incurred and paid by the Grantee in performance of conforming Contract Activities only when authorized in writing. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual and authorized by this Contract and a Notice to Proceed.

5.2 **UGMS.** Allowable Costs are restricted to those that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of April 27, 2007 is <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. TCEQ Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements may apply when federal funds are included in the reimbursement.

Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

- 8.3.1. Chapter 382, Subchapter G of the Texas Health and Safety Code
- 8.3.2. Texas Government Code Chapter 783
- 8.3.3. 30 TAC Chapter 14, TCEQ Rules
- 8.3.4. Texas Uniform Grant Management Standards (Rules of the Governor of Texas at 1 TAC § 5.141 et seq)
- 8.3.5. Appropriations Act of the 80<sup>th</sup> Texas Legislature Article IX Section 17.04 (requirements that grant funds be distributed by state agencies on a reimbursement or as needed basis) as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract.
- 8.3.6. Texas Government Code Section 556.0055 (pertaining to lobbying)
- 8.3.7. TNRCC *Allowable Expenditure Guidelines* (pertaining to allowable costs for cost reimbursement contracts and grants)
- 8.3.8. Appropriations Act of the 80<sup>th</sup> Texas Legislature at Article VI rider paragraph 16 (**Appropriation: Low-income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)**), as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract

8.4 **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

#### 9. GRANTEE'S RESPONSIBILITIES.

- 9.1 **Grantee's Responsibility for the Contract Activities.** Grantee undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ-hired contractor, agent, employee or vendor of goods or services. Grantee agrees that the Contract Activities are furnished and performed at Grantee's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 9.2 **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Grantee and TCEQ. The parties agree that the Grantee is an independent contractor.
- 9.3 **Grantee's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Grantee shall be considered to be the acts and omissions of Grantee.
- 9.4 Nothing in this Contract shall create a contractual relationship between TCEQ and any of Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Grantee.
- 9.5 Grantee and its employees and agents have no conflicts of interest relative to this Contract including without limitation: the source of grant funds, the selection of subgrantees to receive the grant funds and the purchases or leases made by the subgrantees.
- 9.6 **No Third-Party Beneficiary.** The TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties.
- 9.7 Grantee agrees to fully utilize the resources provided by the TCEQ under this agreement to carry out and complete the tasks and activities in this agreement.

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reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

- 12.2 **Grant of License.** Grantee grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Grantee that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

### 13. TIME DELAYS.

- 13.1 **Time is of the Essence.** Grantee's timely performance is a material term of this Contract.
- 13.2 **Delays.** Where Grantee's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

### 14. TERMINATION.

- 14.1 **Termination for Cause.** TCEQ may, upon ten (10) days written notice and the opportunity to cure, terminate this Contract for cause if Grantee materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Cancellation for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 14.2 **Termination for Convenience.** TCEQ may, upon thirty (30) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Grantee. Grantee may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Grantee shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

### 15. INSURANCE AND INDEMNIFICATION.

- 15.1 **Insurance.** Unless prohibited by law, the Grantee shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Grantee and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Grantee or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the TCEQ, sufficient coverage shall include but is not limited to Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 15.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS PERFORMING THE CONTRACT ACTIVITIES ON BEHALF OF GRANTEE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND GRANTEE AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE GRANTEE OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY

Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records must be maintained for a minimum of three (3) years beyond the expiration or earlier termination of this Contract, or during any period of litigation or claims process, including appeals.

## 18. INDIRECT COST RATE.

- 18.1 **Authority for Indirect Cost Rates.** The Grantee shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.
- 18.2 **Indirect Cost Rate of Contract Activities.** The costs to be reimbursed may include allowable direct costs of the Contract Activities plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowable equal to ten percent (10%) of the direct costs for salaries, wages, and fringe benefits for personnel performing work related to the Contract Activities is authorized.

## 19. DOCUMENTS CREATED DURING THE CONTRACT

Contract Documents created during the term of the contract are automatically incorporated into it. Any Contract Document issued under the authority of this Contract is a part of this Contract. These documents include the Notice to Proceed, TCEQ approved Project Plans, TCEQ approved Quality Management Plan, TCEQ approved Quality Assurance Project Plan, and TCEQ approved Standard Operating Procedures.

## 20. MISCELLANEOUS.

- 20.1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Grantee will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Grantee from any duty or responsibility under the Contract.
- 20.2 **Sovereign Immunity.** The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, and the payment of damages.
- 20.3 **Venue.** Grantee agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Grantee agrees that any cause of action involving this contract arises solely in Travis County. This provision does not waive TCEQ's sovereign immunity.
- 20.4 **Publication.** Grantee agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Grantee agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without an agreement signed by the appropriate TCEQ authority.
- 20.5 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Grantee's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the TCEQ's claims against the Grantee or its sureties.
- 20.6 TCEQ relies on Grantee to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

**PROJECT REPRESENTATIVES/ RECORDS LOCATION**

Agreement No. 582-8-89964

**ARTICLE 21.1 TCEQ PROJECT REPRESENTATIVE**

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Marivel Rodriguez  
(Name)  
Program Specialist 164  
(Title) (Mail Code)  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Telephone No.: (512) 239-2474  
Facsimile No.: (512) 239-1500

**ARTICLE 21.2 GRANTEE PROJECT REPRESENTATIVE**

The individual named below is the GRANTEE Project Representative, who is authorized to give and receive communications and directions on behalf of the GRANTEE. All communications to the GRANTEE will be addressed to the GRANTEE Project Representative or his or her designee.

For Technical Matters:  
Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin Texas 78767  
(City) (State) (Zip Code)

Telephone No.: (512) 854-9555  
Facsimile No.: (512) 854-9535

For Contractual Matters:  
Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin Texas 78767  
(City) (State) (Zip Code)

Telephone No.: (512) 854-9555  
Facsimile No.: (512) 854-9535

**ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS**

Payment requests must be submitted to (whichever is checked):

- the TCEQ Project Representative.
- the TCEQ Disbursements Section.

*(if neither box is checked, payment requests must be submitted to the TCEQ Project Representative).*

**ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW**

The GRANTEE designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin Texas 78767  
(City) (State) (Zip Code)

Telephone No.: (512) 854-9555  
Facsimile No.: (512) 854-9535

## Attachment A

### Guidance for Submitting Evidence for SIP Credit

Submitted evidence must address the following four criteria for evaluating air emission control strategies that demonstrates and describes how the emission reductions to be achieved by the project are:

1. **Enforceable.** Emission reductions and other required actions are enforceable if:
  - A. They are independently verifiable.
  - B. Program violations are defined.
  - C. Those liable can be identified.
  - D. The enforcing entity and the U.S. Environmental Protection Agency (EPA) maintain the ability to apply penalties and secure appropriate corrective action where applicable.
  - E. Citizens have access to all emissions-related information obtained from the source.
  - F. Citizens can file suits against sources for violations.
  - G. They are practicably enforceable in accordance with other EPA guidance on practicable enforceability.
2. **Permanent.** Emission reductions are permanent if it can be ensured that no emission increases (compared to emissions in the absence of the project) occur over the time the emission reduction are relied upon in the SIP.
3. **Quantifiable.** Emission reductions attributed to a Local Initiative Project are quantifiable if they can be reliably measured or determined, and if these determinations can be independently verified and replicated.
4. **Surplus.** Emission reductions used to meet air quality attainment requirements are surplus as long as they are not otherwise relied on in air quality-related programs related to a SIP, SIP-related requirements, other State air quality programs adopted but not in a SIP, or federal rules that focus on reducing criteria pollutants or their precursors. In the event that Local Initiative Project emission reductions are relied on to meet air quality-related program requirements, they are no longer surplus.

These four criteria were developed by the EPA to guide state and local governments in developing control strategies for State Implementation Plans (SIP) to improve local air quality and comply with federal regulations. Satisfaction of these criteria is necessary to generate an emission reduction that is creditable in a SIP. More information on SIP credit criteria can be found in EPA guidance: <http://www.epa.gov/ttn/oarpg/t1/memoranda/eip9-2.pdf>

This agreement should not be construed as a guarantee that emission reduction credits claimed to be generated by approved Local Initiative Projects will be included in the State Implementation Plan. Approval of a Local Initiative Project by the commission does not ensure SIP creditability, *per se*.



**INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE  
MANOR INDEPENDENT SCHOOL DISTRICT**

MAR 5 2009

CODE: TNR  
9185

**PARTIES**

This Interlocal Agreement is made by and between Travis County, Texas, a political subdivision of The State of Texas, and the Manor Independent School District, an independent school district and political subdivision, for the limited purposes stated here, in light of the following premises:

**RECITALS**

Travis County has entered into a grant contract with the Texas Commission on Environmental Quality. The grant contract governs Travis County's use of funds in the Local Initiatives Project, which is a project designed to improve Texas air quality, as provided for in Health and Safety Code section 382.220. Manor Independent School District's project proposal has been fully evaluated and determined to fit within the minimum criteria and standards established by the TCEQ, as well as meeting more specific standards that Travis County has established for the project categories. Travis County officially selected this project on February 10, 2009.

Travis County has the authority to enter into this Agreement under Local Government Code, Section 791.001.

In consideration of the above premises, the parties to this contract agree to the terms and conditions stated in it.

**PURPOSE**

The purpose of the contract is to govern Manor Independent School District's use of Local Initiative Project funds to purchase propane school buses, which is a project authorized under the Health and Safety Code section 382.220

**AGREEMENT**

**1.0 *Travis County's Responsibility***

1.01 After receiving proof (as described in Paragraph 2.02) from Manor Independent School District that the relevant vehicles, their engines and emission-control equipment have been destroyed and rendered inoperable, Travis County shall reimburse Manor Independent School District fifty (50) percent of the actual cost of the purchase, not to exceed \$271,515, which is the Local Initiative Project amount approved for this project.

1.02 As a grant recipient, Travis County shall comply with the terms of the Local Initiative Project grant (included here as Attachment 1) and Texas's Uniform Grant Management Standards.

- 2.01 Manor Independent School District shall purchase within applicable time frames six (6) propane school buses and retire and render inoperable the vehicles, their engines and emission-control equipment replaced through this purchase.
- 2.02 Manor Independent School District shall provide Travis County with proof required under paragraph 1.01 in the form of a completed "Local Initiative Projects Retired Vehicle Manifest" (included here as Attachment 2), pictures of the old and new vehicles, and a list of the vehicles' VIN numbers.
- 2.03 Unless Travis County's Commissioners Court specifies a later date in a written order delivered to delivered to the Manor Independent School District by August 14, 2009, Paragraph 2.02 proof shall be delivered in person or by postage-prepaid registered or certified mail to Travis County's Air Quality Project Manager, whose mailing address is P.O. Box 1748; Austin, Texas 78767.
- 2.04 Manor Independent School District shall permit Travis County or its authorized representative to audit Manor Independent School District's transactions related to this contract, within five (5) business days after receiving notice of such. In addition, Manor Independent School District shall provide Travis County or its authorized representative with any information necessary to facilitate such audit.
- 2.05 As a grant sub-recipient, Manor Independent School District shall comply with the terms of the Local Initiatives Project grant and Texas's Uniform Grant Management Standards, and provide Travis County with all required assurances for receiving state grant funds as Travis County may request.
- 2.06 In the event of Manor Independent School District's non-compliance with any term of this contract, Travis County may withhold payment.

3.0 *Notice*

- 3.01 Unless a provision specifically provides otherwise in this contract, any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth below for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, address to the party at the address noted below:

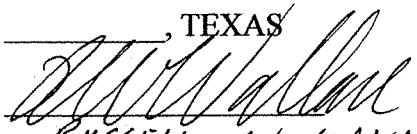
TRAVIS COUNTY:

County Judge  
Travis County  
P.O. Box 1748  
Austin, Texas 78767-1748

\_\_\_\_\_  
\_\_\_\_\_  
P.O. Box 359  
MANOR, Texas 78653

4.0 *Entire Agreement*

4.01 All oral and written agreements between the parties to this contract relating to this contract's subject matter that were made before this contract's execution have been reduced to writing and are contained in this contract, including Attachments 1 and 2.

\_\_\_\_\_, TEXAS  
By:   
Name: RUSSELL W WALLACE  
Title: DEPUTY SUPERINTENDENT  
Authorized Representative  
Date: 3/4/09

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

TRAVIS COUNTY, TEXAS

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

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

INSTRUCTIONS  
ON REVERSE

### LOCAL INITIATIVE PROJECTS RETIRED VEHICLE TRANSFER MANIFEST

PROGRAM ADMINISTRATOR: LOCAL INITIATIVE PROJECTS, MC 164  
P.O. BOX 13087, AUSTIN, TEXAS 78711-3087

PHONE:  
512-239-2474

#### AUTOMOBILE DEALERSHIP SECTION (To be filled out by Dealership)

##### COUNTY

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

##### VEHICLE INFORMATION

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Vehicle Identification Number (VIN)

--	--	--	--	--	--	--	--	--	--

License Plate Number

--	--	--	--	--	--	--	--

Odometer Reading

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Title/Document Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

#### SALVAGE/DISMANTLING FACILITY SECTION (To be filled out by Dismantler)

Salvage/Dismantling Facility: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ County: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

TCEQ Storm Water Permit Number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\_\_\_\_\_  
Salvage/Dismantling Facility Representative Verifying VIN & Receipt of Vehicle      Signature      Date

##### DESTRUCTION CERTIFICATION

I certify that the emissions-control equipment AND THE ENGINE of this vehicle have been destroyed. Emissions-control equipment may include the following: exhaust gas recirculation system, power control module, catalytic converter, oxygen sensors, evaporative purge canister, positive crankcase ventilation valve, gas cap. (SEE PENALTY NOTICE ON REVERSE SIDE)

All mercury switches have been removed, and I also certify that the vehicle itself has been destroyed.

\_\_\_\_\_  
Dismantler Representative Verifying Destruction of Equipment and Vehicle      Signature      Date

##### RECYCLING FACILITY

Recycling Facility: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ County: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Texas Dept. of Transportation (TxDOT) Metal Recyclers Inventory Number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\_\_\_\_\_  
Recycling Facility Representative Verifying Receipt of Vehicle      Signature      Date

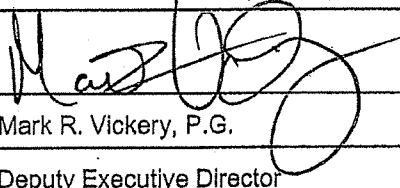
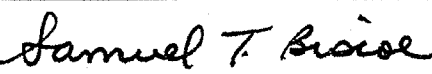
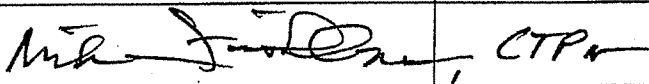
Local Initiative Projects (LIRAP)

Contract No. 582-8-89964

Texas Commission on Environmental Quality

**RECEIVED**  
 MAY 30 2008  
 AIR QUALITY  
 DIVISION

**Intergovernmental Cooperative Reimbursement Agreement**  
 with  
**Federal, State and Local Governments and Agencies**  
**CONTRACT SIGNATURE PAGE**

Contract Name		Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiative Projects
Contract Number		582-8-89964
Performing Party		Travis County
Performing Party Identification Number		17460001922
Maximum TCEQ Obligation: \$373,217.48	Effective Date: Date of last signature	Expiration Date: August 31, 2009
<p>The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code §§ 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by TCEQ for its own convenience with 30 days written notice.</p>		
Parties to the Contract:	Texas Commission on Environmental Quality (TCEQ)	Travis County
By (Authorized Signature)		
Printed Name:	Mark R. Vickery, P.G.	Honorable Samuel T. Biscoe
Title:	Deputy Executive Director	Travis County Judge
Date of Signature:	6-13-08	5-6-08
Contract Manager Name	Marivel Rodriguez	
Contact Numbers	(512) 239-2474	
Procurement and Contracts Representative		
Printed Name	Mike Fishburn	
Date	06/02/08	

**Intergovernmental Cooperative Reimbursement Agreement**  
**CONTRACT DOCUMENTS**

The entire Contract between TCEQ and Grantee is composed of the Contract Documents listed on this page and marked by an "X". A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents, as amended, control in the descending order of the list, subject to provisions in the Special Terms and Conditions that alter the order, if any. All contract provisions, however, are subject to control by the latest and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Documents Created During the Contract (including, Contract Activity Proposals, and Work Plans, approved by TCEQ in accordance with Contract procedures and agreed amendments to those documents)
X	Contract Activities ("Scope of Work")
	TCEQ - Approved Work Plan / Grantee Proposal
	Work Order Section
X	Contract Actual Cost Budget
X	General Conditions
	Schedule of Fixed Cost for Reimbursement
	Federal Section (Including Conditions and Completed Forms)
X	Project Representatives and Records Location
X	Attachment A - Guidance for Submitting Evidence for SIP Credit
	Attachment B
	Attachment C
	Attachment D

Local Initiative Projects (LIRAP)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
**Inter-Governmental Cooperative Reimbursement Agreement**  
with  
**Federal, State and Local Governments and Agencies**

CONTRACT ACTIVITIES

**SCOPE OF WORK**

for a grant contract agreement between TCEQ and participating county relating to expenditure of Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) funds for Local Initiative Projects under Texas Health and Safety Code §382.220

**I. INTRODUCTION**

The Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) was authorized by the 77<sup>th</sup> Texas Legislature in 2001 to improve air quality. LIRAP operates in areas of the state that participate in the AirCheckTexas motor vehicle emissions inspection and maintenance program administered jointly by the Texas Commission on Environmental Quality (TCEQ or commission) and the Texas Department of Public Safety (DPS).

In 2007, the 80<sup>th</sup> Texas Legislature, passed SB 12, Section 1.07, amending the Texas Health and Safety Code, (HSC) Chapter 382, to add Section 382.220, titled, Use of Funding for Local Initiative Projects which authorized spending accumulated funds on clean air projects proposed by counties.

The purpose of this agreement is to implement the Legislature's mandate to fund the Local Initiative Projects. The following sections describe in more detail the eligibility requirements, types of projects that can be funded, and the process of proposal and approval of projects and expenditure of LIRAP funds.

**II. ELIGIBLE COUNTIES**

Only counties currently participating in the LIRAP program are eligible to receive funding under HSC §382.220 and this contract. SB 12, Section 1.07(a) specifies that Local Initiative Projects funds provided under HSC §382.220(a) and "made available to participating counties under Section 382.202(g) or 382.302 may be appropriated only for programs administered in accordance with Chapter 783, Government Code, to improve air quality. A participating county may agree to contract with any appropriate entity, including a metropolitan planning organization or a council of governments to implement a program under Section 382.202, 382.209, or this section."

**III. ELIGIBLE PROJECTS**

SB 12, Section 1.07 added HSC §382.220(b) which states that a project under this section must be implemented in consultation with the commission and that projects eligible for funding under Local Initiative Projects may include projects to:

- (1) expand and enhance the AirCheckTexas Repair and Replacement Assistance Program;
- (2) develop and implement programs or systems that remotely determine vehicle emissions and notify the

Local Initiative Projects (LIRAP)  
vehicle's operator;

- (3) develop and implement projects to implement the commission's smoking vehicle program;
- (4) develop and implement projects for coordinating with local law enforcement officials to reduce the use of counterfeit state inspection stickers by providing local law enforcement officials with funds to identify vehicles with counterfeit state inspection stickers and to carry out appropriate actions;
- (5) develop and implement programs to enhance transportation system improvements; or
- (6) develop and implement new air control strategies designed to assist local areas in complying with state and federal air quality rules and regulations.

To be considered eligible, a proposed project must comply with applicable provisions of state and federal laws. Also, project proposals must be received by the commission for approval no fewer than 180 days before the end of the fiscal year during which funds are to be expended, unless the commission waives this provision at its sole discretion. The costs of work performed prior to TCEQ issuing an approval for the project in a written Notice to Proceed are not Allowable Costs for reimbursement. The Commission will not reimburse any costs incurred or paid prior to the commencement of this Contract. If, after execution of this contract, funds are advanced for a project, grantee must receive approval for the project and a Notice to Proceed prior to incurring costs. The reimbursement of costs is subject to confirmation by TCEQ that the expenditure is an Allowable Cost according to this contract.

A participating county will administer and implement the Contract Activities however, the Grantee may implement the program by subcontracting with an appropriate entity including a regional council of governments or the metropolitan planning organization in the appropriate region, or with another county and overseeing the work of the subcontractor. The participating counties in a non-attainment region or counties participating in an early action compact under 30 TAC Chapter 114, Subchapter C (relating to Vehicle Inspection and Maintenance; Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program; and Early Action Compact Counties) may agree to have the money collected in any one county be used in any other participating county in the same region (HSC §382.209(g)). A proposed project that involves more than one county must include a list of participating counties and, for each participating county, written authorization, such as a letter, signed by a responsible individual of the county, that authorizes use of that county's allocation of Local Initiative Project funds, and the amount of the county's allocation to be dedicated to the proposed project.

To the extent possible, counties intending to fund projects that generate emission reduction credits to be included in the State Implementation Plan, should provide in their project proposals, documentation, descriptions, computations, or other supporting evidence demonstrating in detail the emission reduction benefits to be derived from proposed projects. If none are projected, then state none. See Attachment A for guidance on submitting evidence for SIP credit.

#### IV. STATUTORY RESTRICTION ON USE OF FUNDS

As specified in SB 12, Section 1.07(c), and codified in HSC §382.220(c), funds provided under this contract may not be expended for the following purposes related to operation and administration of the LIRAP program:

1. call center management;
2. application oversight;



Local Initiative Projects (LIRAP)

- 3. invoice analysis;
- 4. education;
- 5. outreach; and
- 6. advertising.

Interpretation of the applicability of these prescribed categories to proposed projects is at the sole discretion of the commission. Local Initiative Project proposals must clearly state the nature of the goods and services acquired or to be acquired in the course of implementing a project.

V. AMOUNT OF FUNDING

The commission may provide funds in the form of reimbursements for approved projects that meet project eligibility requirements enumerated above. SB 12, Section 1.07(d) authorizes the commission to disburse fees collected under HSC §§382.202 and 392.302, in an amount not to exceed \$5,000,000.00 per fiscal year, among all counties eligible to propose Local Initiative Projects, as described above under Section II, ELIGIBLE COUNTIES of this Agreement. Funds will be made available to the county only on a matching basis, whereby the commission provides money to a county in the same amount that the county dedicates to an eligible project, as described above under Section III, ELIGIBLE PROJECTS of this Agreement. The term "money" in SB 12, Section 1.07(d) is construed to mean cash or tangible property (as defined in the Texas Uniform Grant Management Standards (UGMS) donated for a Local Initiative Project. Clean air account funds will be allocated by the commission on a *pro rata* basis according to the number of emissions inspection stickers issued during fiscal year 2006. Funds may not be disbursed to the county if the county does not propose an approvable project during a particular fiscal year.

Maximum funding under HSC §382.220 available to:  
for Local Initiative Projects during Fiscal Year 2008 is:  
to be expended by :

<u>Travis</u>	County
<u>\$373,217.48</u>	
<u>August 31, 2009</u>	

Estimated funding under HSC §382.220 available to:  
for Local Initiative Projects during Fiscal Year 2009 is:  
to be expended by :

<u>Travis</u>	County
<u>\$373,200.00</u>	
<u>August 31, 2009</u>	

No part of the required 50 percent local match may come from LIRAP funding provided under HSC §382.209. All or part of the 50 percent local match may be an in-kind contribution of services or tangible property, such as donations of land or materials if consistent with state regulations.

In computing a budget for a proposed project, counties should consult and complete an actual Project Budget. All invoices for reimbursement must clearly describe the project for which reimbursement is being requested, the nature of the goods and services acquired, and the period of time during which expenses were incurred.

VI. PROJECT APPROVAL

Project proposals submitted by eligible counties will be evaluated and awarded funding based on the criteria in this contract. At a minimum, proposals should include all components listed below under "PROJECT SELECTION CRITERIA." Project expenses incurred prior to the date of issue of the letter of approval will not be eligible for reimbursement, unless agreed to in writing in advance by both parties.

Local Initiative Projects (LIRAP)

## VII. PROJECT SELECTION CRITERIA

Unless otherwise provided in this agreement or authorized in writing by the TCEQ, the County must submit a written plan for conducting each Local Initiative Project, which must contain the following components:

1. **APPLICANT(S).** County requesting funding of the Local Initiative Project and the name of the agency or entity that will administer the project.
2. **RESPONSIBLE PERSON(S).** Names, phone numbers and, if appropriate, titles of the individual or individuals submitting and directing this project on behalf of the eligible county or counties.
3. **PROJECT DESCRIPTION.** A clear and concise description of the proposed project, including details of the operation of the program, target emitting source or sources, technologies or methods to be implemented to reduce emissions, an itemized list of goods and services needed to implement the project, and any other details of the project that explain how the project will reduce emissions or help the region comply with state or federal clean air rules or regulations. If construction is proposed, the proposal should include a map of the location, photographs of the existing project site, a site plan of the proposed construction, illustrations of the proposed work, and a description of how it would be accomplished, including estimated cost.
4. **PROJECT SCHEDULE.** The proposal should include the proposed starting date and, if appropriate, ending date of the proposed project. If possible, the proposal should also include dates of important project milestones, or durations of key phases of the project (planning and design, bid approvals and awards, implementation or construction, if any).
5. **PROJECT BUDGET.** An itemized budget identifying the full cost of all project phases, including the amount and source of local matching funds or value of in-kind donations, for which Local Initiative Project funding under HSC §382.220 is requested. Of this total, a maximum of 50 percent may be reimbursed from HSC §382.220 clean air account funds not to exceed the amount in section V. "AMOUNT OF FUNDING". No part of the required 50 percent local match may come from LIRAP funding provided under HSC §382.209. All or part of the 50 percent local match may be an in-kind contribution of tangible property such as donations of land or materials, or professional services, if consistent with state regulations.

**In-Kind Match.** If part or the entire 50 percent local match will be an in-kind contribution in lieu of funds, the proposal must include a detailed description and estimated value of the property or professional services to be donated to the project. A tangible in-kind match could include donations of land, equipment, or materials to be used, or professional services related to the project that can be documented. The in-kind local match cannot include professional services funded under HSC §382.209 or activities prohibited under HSC §382.220(c). The in-kind local match can be provided by another entity besides the county, such as, for example, a city or metropolitan transportation authority. If the local match is provided by an entity other than the proposing county, the proposal must include official documentation of the commitment of that property, such as by signed letter of commitment, by an appropriate agent of the owner of the property, for the purpose of implementing the proposed Local Initiative Project.

**Project Budget.** The County will include with each invoice, documentation showing the amount of any in-kind contribution received.

6. **PROJECT BENEFITS.** Explain and document, if possible, the anticipated air quality benefits to the county or region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and surplus, including computations, model results, or other documentation, if available. If

Local Initiative Projects (LIRAP)

the proposed project provides new opportunities for innovation, diversity, enhancement, or creativity in local air quality projects, describe these benefits as well. If none are projected, then state none.

7. SIGNATURE. The proposal must be signed by a person who will be responsible for the management and implementation of the proposed project.
8. CONTACTS FOR ASSISTANCE. For further information, please contact TCEQ LIRAP staff: Marivel Rodriguez at 512/239-2474, [marodrig@tceq.state.tx.us](mailto:marodrig@tceq.state.tx.us); or Donna Huff at 512/239-6628, [dhuff@tceq.state.tx.us](mailto:dhuff@tceq.state.tx.us).

An approved Local Initiative Project may be amended by written agreement among the parties to this agreement.

### VIII. MONITORING AND REPORTING

Participating counties must submit quarterly reports to the TCEQ documenting the activities conducted under the Local Initiative Projects, and the total amount of funds expended for the project. The reports should be filed for each quarter during the term of contract (September 1-November 30; December 1-February 29; March 1- May 31; June 1-August 31). Reports must be submitted to TCEQ within 30 days following the end of the quarter (due dates of December 30, March 30, June 30 and September 30 respectively).

Participating counties must also submit a comprehensive final report detailing all activities conducted under the Local Initiative Projects Biennium Agreement. The final report should cover the entire term of the contact and must be submitted within 30 days of the contract expiration date (September 30, 2009 respectively).

### GENERAL CONDITIONS

#### 1. CONTRACT PERIOD.

- 1.1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If an expiration date is not provided, the Expiration Date is August 31 of the same Fiscal Year.
- 1.2 **Renewal and Extension Period.** The Contract may be extended by notice of TCEQ beyond expiration of a Contract Period for up to ninety (90) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period. The Contract amount may be amended for Renewal as needed as this is an agreement between two governmental agencies and is not subject to competitive procurement regulations, unless this Contract was awarded under the TCEQ authority to award grants.
- 1.3 **Contract Renewals.** Prior to expiration of the current Contract Term (8/31/09), the Contract may be renewed up to one (1) additional year term. The parties must agree in a written amendment to renew the Contract, not to extend past 08/31/10.

#### 2. DEFINITIONS.

- 2.1 "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-

Local Initiative Projects (LIRAP)

exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

### 3. AUTHORIZATION.

The Grantee must obtain a written Notice to Proceed from the TCEQ Project Representative to start project activities. Any performance of the activities prior to the Notice to Proceed is not reimbursable. At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities.

### 4. FUNDS.

4.1 **Availability of Funds.** This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable.

4.1.1 Grantee will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Grantee is included in any subcontract it awards.

4.2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Signature Page. The Contract does not guarantee a minimum amount of reimbursement, where project plans may be issued.

4.3 **Grants.** If this agreement was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project. TCEQ does not assert any oversight or control other than what is required by the Uniform Grant Management Standards and the Office of Management and Budget Circulars, if applicable.

4.4 Grant money issued by the TCEQ under this reimbursement contract must be spent by the county by the end of the Appropriation Biennium. An Appropriation Biennium is the period of two Fiscal Years for which the Texas Legislature has appropriated funds for these projects (ex. for the 2008-2009 biennium, funding awarded for fiscal year 2008 and fiscal year 2009 must be spent by August 31, 2009) unless otherwise determined by TCEQ.

### 5. ALLOWABLE COSTS.

5.1 **Conforming Activities.** TCEQ will reimburse the Grantee for Allowable Costs incurred and paid by the Grantee in performance of conforming Contract Activities only when authorized in writing. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual and authorized by this Contract and a Notice to Proceed.

5.2 **UGMS.** Allowable Costs are restricted to those that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of April 27, 2007 is <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. TCEQ Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements may apply when federal funds are included in the reimbursement.

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**6. REIMBURSEMENT.**

- 6.1 **Contract for Reimbursement.** The Contract Documents describes the activities to be conducted by the Grantee for reimbursement by TCEQ.
- 6.2 **Reimbursement Request Deadline.** Grantee agrees to submit all outstanding requests for payment to TCEQ prior to July 15 of the second Fiscal Year following the Appropriation Fiscal Year.
- 6.3 **Reimbursement Requests.** Not more than once a month, Grantee may request by invoice, reimbursement of Allowable Costs for performing the Contract Activities. Grantee's request must conform to TCEQ's reimbursement requirements.
- 6.4 **Travel, Other Costs.** Travel costs must be specifically authorized and pre-approved by TCEQ in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for Texas state employees' travel at the time the cost is incurred. Volunteers may not receive travel costs.
- 6.5 **Supporting Records.** Grantee will maintain records of costs and records of performance of the Contract Activities for three (3) years following the expiration of the Contract. Upon request, Grantee will submit records in support of reimbursement requests. .
- 6.6 **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Grantee must return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other TCEQ remedy.
- 6.7 **Historically Underutilized Businesses.** Grantee agrees to include, with its invoicing, reports on the use of Historically Underutilized Businesses.

**7. AMENDMENTS.**

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties. The Contract amount may be amended as needed and is not subject to competitive procurement regulations.

**8. CONTRACT INTERPRETATION.**

- 8.1 **Interpretation of Times.** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation. A calendar day of twenty-four hours measured from midnight to the next midnight constitutes a day. A period referred to as a "month" is the applicable calendar month or, if none, a period of thirty consecutive days. A period referred to as "week "is the applicable calendar week or if none, a period of seven consecutive days.
- 8.2 **State, Federal Law.** This Contract shall be governed by, and construed and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 8.3 The activities funded under the Agreement conducted by the COUNTY and its grantees shall be in accordance with all provisions of the Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but are not limited to, the standards set forth below:

- 8.3.1. Chapter 382, Subchapter G of the Texas Health and Safety Code
- 8.3.2. Texas Government Code Chapter 783
- 8.3.3. 30 TAC Chapter 14, TCEQ Rules
- 8.3.4. Texas Uniform Grant Management Standards (Rules of the Governor of Texas at 1 TAC § 5.141 et seq)
- 8.3.5. Appropriations Act of the 80<sup>th</sup> Texas Legislature Article IX Section 17.04 (requirements that grant funds be distributed by state agencies on a reimbursement or as needed basis) as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract.
- 8.3.6. Texas Government Code Section 556.0055 (pertaining to lobbying)
- 8.3.7. TNRCC *Allowable Expenditure Guidelines* (pertaining to allowable costs for cost reimbursement contracts and grants)
- 8.3.8. Appropriations Act of the 80<sup>th</sup> Texas Legislature at Article VI rider paragraph 16 (**Appropriation: Low-income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)**), as well as the Appropriations Acts of any following Texas Legislative sessions that may be applicable to this provision during the term of the contract

8.4 **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

#### 9. GRANTEE'S RESPONSIBILITIES.

- 9.1 **Grantee's Responsibility for the Contract Activities.** Grantee undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ-hired contractor, agent, employee or vendor of goods or services. Grantee agrees that the Contract Activities are furnished and performed at Grantee's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 9.2 **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Grantee and TCEQ. The parties agree that the Grantee is an independent contractor.
- 9.3 **Grantee's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Grantee shall be considered to be the acts and omissions of Grantee.
- 9.4 Nothing in this Contract shall create a contractual relationship between TCEQ and any of Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Grantee.
- 9.5 Grantee and its employees and agents have no conflicts of interest relative to this Contract including without limitation: the source of grant funds, the selection of subgrantees to receive the grant funds and the purchases or leases made by the subgrantees.
- 9.6 **No Third-Party Beneficiary.** The TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties.
- 9.7 Grantee agrees to fully utilize the resources provided by the TCEQ under this agreement to carry out and complete the tasks and activities in this agreement.

## Local Initiative Projects (LIRAP)

- 9.8 Grantee will make available for TCEQ's review, upon TCEQ's request, all documentation pertinent to this Agreement.
- 9.9 The TCEQ may, during the period of this agreement, issue policy guidelines and directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy guidance or directives shall be promulgated by the TCEQ's contract representative and shall have the effect of qualifying the terms of this agreement and shall be binding upon the performance, as if written herein, provided however the said policy guidance or directives shall not alter the main scope of this agreement, nor the overall obligations of either the TCEQ or the Performing Party under the terms of this agreement.
- 9.10 Grantee is familiar with and understands all federal, state and local laws and regulations that may affect cost, progress, performance or completion of work. Grantee has examined and carefully studied the Agreement and other related data identified in the Agreement.
- 9.11 Prior to entering into any subgrantee contract with any appropriate entity including a metropolitan planning organization or a council of government, the Grantee shall provide a copy of the subcontract shell to the TCEQ for review and comment. Any substantive changes made to the subcontract shell at a later date are also subject to review and comment by the TCEQ.
- 9.12 If a subgrantee does not comply with the terms of its contract with the Grantee, the Grantee shall initiate such actions as it deems appropriate up to and including the recovery of all or a portion of the funds paid to the subgrantee. The TCEQ may require the Grantee to return all or a portion of the funds paid to the subgrantee.
- 9.13 As part of the payment process, the Grantee will require subgrantees to submit applicable supporting documentation for each activity and also retain such documents in the subgrantee's records.

**10. GRANTEE PERFORMANCE EVALUATION.**

Performance evaluations are a part of the TCEQ review Grantee, and may be a factor in the selection of future contracts. The TCEQ may provide this information to state agencies and upon request, to others. Grantee consents to the disclosure of any information or opinion in the evaluations.

**11. CONFLICT OF INTEREST.**

The Grantee shall notify the TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Grantee or any related entity or individual performing or having access to information regarding any portion of the Contract Activities. Any entity with an organizational conflict of interest and any individual with a personal conflict of interest shall not take part in any way in the performance of any portion of the Contract Activities that creates the conflict of interest or have access to information regarding any portion of the Contract Activities that creates the conflict of interest. Grantee agrees that TCEQ has sole discretion to determine whether a conflict exists and a conflict of interest is grounds for termination for cause.

**12. INTELLECTUAL PROPERTY.**

- 12.1 **Third Party Intellectual Property.** Unless specifically waived, Grantee must obtain all Intellectual Property licenses expressly required in the Scope of Work, or incident to the use or possession of the intellectual property. Grantee shall obtain and furnish to TCEQ: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to

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reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

12.2 **Grant of License.** Grantee grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Grantee that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

13. TIME DELAYS.

13.1 **Time is of the Essence.** Grantee's timely performance is a material term of this Contract.

13.2 **Delays.** Where Grantee's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

14. TERMINATION.

14.1 **Termination for Cause.** TCEQ may, upon ten (10) days written notice and the opportunity to cure, terminate this Contract for cause if Grantee materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Cancellation for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

14.2 **Termination for Convenience.** TCEQ may, upon thirty (30) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Grantee. Grantee may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Grantee shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

15. INSURANCE AND INDEMNIFICATION.

15.1 **Insurance.** Unless prohibited by law, the Grantee shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Grantee and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Grantee or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the TCEQ, sufficient coverage shall include but is not limited to Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

15.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS PERFORMING THE CONTRACT ACTIVITIES ON BEHALF OF GRANTEE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND GRANTEE AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE GRANTEE OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY



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~~STANDARDS OR DIRECTIVES REGARDLESS OF WHETHER SUCH ACTS OR OMISSIONS ARE NEGLIGENTLY OR RECKLESSLY PERFORMED~~ THE DEFENSE OF THE TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

**16. DISPUTES, CLAIMS, REMEDIES.**

16.1 **Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of Grantee from liability under this Contract.

16.2 **Schedule of Remedies available to the TCEQ.** In accordance with Chapter 2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Grantee's nonconformance, TCEQ may:

- 16.2.1 Issue notice of nonconforming performance.
- 16.2.2 Reject nonconforming performance and request corrections without charge to the TCEQ.
- 16.2.3 Reject a reimbursement request and/or suspend further payments pending accepted revision of the nonconformity;
- 16.2.4 Suspend all or part of the Contract Activities and/or payments pending accepted revision of the nonconformity.
- 16.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 16.2.6 Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

16.3 Notwithstanding Section 16.2, no adverse action shall be taken against the Grantee, unless the non-conformity is material to the contract, the Grantee has been notified of the non-conformity, and the Grantee has been given a reasonable opportunity to correct the non-conformity.

16.4 **Cumulative Remedies.** TCEQ rights and remedies in this Contract, are in addition to, and are not in any way a limitation of any rights and remedies available under state and federal rules, regulations, and laws and at common law.

**17. FINANCIAL RECORDS, ACCESS, AND AUDITS.**

17.1 **Audit of Funds.** The Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, including TCEQ, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

17.2 **Financial Records.** Grantee will maintain financial records and make financial reports in accordance with the Uniform Grant Management Standards (UGMS), Part III State Uniform Requirements for Grants and Cooperative Agreements (based on OMB A-102, also referred to as the Common Rule), particularly Section \_\_\_\_\_.20, titled, Standards for Financial Management Systems which generally requires financial reports to contain accurate, current and complete disclosures and requires records to adequately identify the source and application of funds provided for the financially-assisted activities. Upon request Grantee will submit records in support of reimbursement requests. Grantee will allow access during business hours to its

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financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records must be maintained for a minimum of three (3) years beyond the expiration or earlier termination of this Contract, or during any period of litigation or claims process, including appeals.

**18. INDIRECT COST RATE.**

- 18.1 **Authority for Indirect Cost Rates.** The Grantee shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.
- 18.2 **Indirect Cost Rate of Contract Activities.** The costs to be reimbursed may include allowable direct costs of the Contract Activities plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowable equal to ten percent (10%) of the direct costs for salaries, wages, and fringe benefits for personnel performing work related to the Contract Activities is authorized.

**19. DOCUMENTS CREATED DURING THE CONTRACT**

Contract Documents created during the term of the contract are automatically incorporated into it. Any Contract Document issued under the authority of this Contract is a part of this Contract. These documents include the Notice to Proceed, TCEQ approved Project Plans, TCEQ approved Quality Management Plan, TCEQ approved Quality Assurance Project Plan, and TCEQ approved Standard Operating Procedures.

**20. MISCELLANEOUS.**

- 20.1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Grantee will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Grantee from any duty or responsibility under the Contract.
- 20.2 **Sovereign Immunity.** The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, and the payment of damages.
- 20.3 **Venue.** Grantee agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Grantee agrees that any cause of action involving this contract arises solely in Travis County. This provision does not waive TCEQ's sovereign immunity.
- 20.4 **Publication.** Grantee agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Grantee agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without an agreement signed by the appropriate TCEQ authority.
- 20.5 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Grantee's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the TCEQ's claims against the Grantee or its sureties.
- 20.6 TCEQ relies on Grantee to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

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- 20.7 **Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for two (2) years beyond the termination or completion of the Agreement.
- 20.8 **Release of Claims.** As a condition to final payment or settlement, or both, the Grantee shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this contract.
- 20.9 This Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate or provide the funds necessary to perform pursuant to this Agreement.
- 20.10 Certain reporting requirements shall survive the termination of this contract. The Grantee agrees and obligates to performance in accordance with the Scope of Work beyond the termination of this Agreement.

**PROJECT REPRESENTATIVES/ RECORDS LOCATION**

Agreement No. 582-8-89964

**ARTICLE 21.1 TCEQ PROJECT REPRESENTATIVE**

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Marivel Rodriguez  
(Name)  
Program Specialist                      164  
(Title)    (Mail Code)  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Telephone No.: (512) 239-2474  
Facsimile No.: (512) 239-1500

**ARTICLE 21.2 GRANTEE PROJECT REPRESENTATIVE**

The individual named below is the GRANTEE Project Representative, who is authorized to give and receive communications and directions on behalf of the GRANTEE. All communications to the GRANTEE will be addressed to the GRANTEE Project Representative or his or her designee.

For Technical Matters:  
Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin                      Texas                      78767  
(City)    (State)                      (Zip Code)

Telephone No.: (512) 854-9555  
Facsimile No.: (512) 854-9535

For Contractual Matters:  
Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin                      Texas                      78767  
(City)    (State)                      (Zip Code)

Telephone No.: (512) 854-9555  
Facsimile No.: (512) 854-9535

**ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS**

Payment requests must be submitted to (whichever is checked):

- the TCEQ Project Representative.
- the TCEQ Disbursements Section.

*(if neither box is checked, payment requests must be submitted to the TCEQ Project Representative).*

**ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW**

The GRANTEE designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Honorable Samuel T. Biscoe  
(Name)  
Travis County Judge  
(Title)  
314 West 11<sup>th</sup> St. Suite 520  
(Mailing Address)  
Austin                      Texas                      78767  
(City)    (State)                      (Zip Code)

Telephone No.: (512) 854-9555  
Facsimile No.: (512) 854-9535

**CONTRACT BUDGET FOR ACTUAL COST REIMBURSEMENT**

**ARTICLE 22.1 BUDGET**

1. Authorized budgeted expenditures for Work Performed are as follows:

Budget Item	Cost for Work to be Performed
Personnel/Salary	\$ 0
Fringe Benefits	\$ 0
Travel	\$ 0
Supplies	\$ 0
Equipment	\$ 0
Contractual	\$ 0
Construction	\$ 0
Other	\$ 0
Total Direct Costs	
Authorized Indirect Costs	
Total Costs	

**ARTICLE 22.2 INDIRECT COSTS RATE**

Indirect costs allowable under this Contract are limited to a maximum of 10 % of direct costs for salaries, wages and fringe benefits for personnel performing work related to the Grant Activities. This Indirect Cost Rate is agreed to by the parties. TCEQ is not liable for indirect costs in excess of those allowed in this paragraph. Grantee agrees that any excess indirect costs will be paid solely by Grantee with no reimbursement from the TCEQ funds under this Contract and will be considered as a matching contribution of the Grantee.

**ARTICLE 22.3 BUDGET CONTROL AND TRANSFERS**

Cumulative transfers amount the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Budgeted amount without a written Amendment to the contract.

**ARTICLE 22.4 SUBMITTAL OF PAYMENT REQUESTS**

Payment requests must be submitted at monthly intervals, unless otherwise stipulated in the Contract.

**Note:** Invoices shall be submitted no later than 60 days following the expiration date of the contract, unless a later time is otherwise approved in writing by TCEQ.

**ARTICLE 22.5 SUBMITTAL OF PAYMENT REQUESTS**

Payment requests must be submitted at the interval specified below (whichever is checked; if none is checked, payment requests must be submitted monthly; if more than one is checked, invoices must be submitted when both requirements are met):

- Monthly
- Upon completion of milestones/deliverables
- Upon completion of all Contract Activities
- Other

## Attachment A

## Guidance for Submitting Evidence for SIP Credit

Submitted evidence must address the following four criteria for evaluating air emission control strategies that demonstrates and describes how the emission reductions to be achieved by the project are:

1. **Enforceable.** Emission reductions and other required actions are enforceable if:
  - A. They are independently verifiable.
  - B. Program violations are defined.
  - C. Those liable can be identified.
  - D. The enforcing entity and the U.S. Environmental Protection Agency (EPA) maintain the ability to apply penalties and secure appropriate corrective action where applicable.
  - E. Citizens have access to all emissions-related information obtained from the source.
  - F. Citizens can file suits against sources for violations.
  - G. They are practicably enforceable in accordance with other EPA guidance on practicable enforceability.
2. **Permanent.** Emission reductions are permanent if it can be ensured that no emission increases (compared to emissions in the absence of the project) occur over the time the emission reduction are relied upon in the SIP.
3. **Quantifiable.** Emission reductions attributed to a Local Initiative Project are quantifiable if they can be reliably measured or determined, and if these determinations can be independently verified and replicated.
4. **Surplus.** Emission reductions used to meet air quality attainment requirements are surplus as long as they are not otherwise relied on in air quality-related programs related to a SIP, SIP-related requirements, other State air quality programs adopted but not in a SIP, or federal rules that focus on reducing criteria pollutants or their precursors. In the event that Local Initiative Project emission reductions are relied on to meet air quality-related program requirements, they are no longer surplus.

These four criteria were developed by the EPA to guide state and local governments in developing control strategies for State Implementation Plans (SIP) to improve local air quality and comply with federal regulations. Satisfaction of these criteria is necessary to generate an emission reduction that is creditable in a SIP. More information on SIP credit criteria can be found in EPA guidance: <http://www.epa.gov/ttn/oarpg/t1/memoranda/eip9-2.pdf>

This agreement should not be construed as a guarantee that emission reduction credits claimed to be generated by approved Local Initiative Projects will be included in the State Implementation Plan. Approval of a Local Initiative Project by the commission does not ensure SIP creditability, *per se*.

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Voting Session: March 31, 2009  
(Date)

Work Session  
(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854.9434  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Approve licensing agreement with Brianna Smith for purposes of having a Duathlon race at East Metropolitan Park on Saturday, April 11, 2009.

C. Approved by: \_\_\_\_\_  
Signature of County Commissioner Davis

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Charles Bergh, TNR Parks 854.9408
- Robert Armistead, TNR Parks 854.9831
- Robert Davis, TNR Parks 278.9966

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 Attorneys Office (473-9415)

  X   Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

March 20, 2009

### MEMORANDUM

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** Proposed motion to approve a License Agreement with Austin Duathletes to hold a Duathlon race at East Metropolitan Park.

#### **Proposed Motion:**

Approve licensing agreement with Brianna Smith for purposes of having a Duathlon race at East Metropolitan Park on Saturday, April 11, 2009.

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

Ms. Smith has requested use of east Metropolitan Park to conduct a Duathlon Event. The Duathlon is a race in which competitors run two miles, bike ten miles, and run another two miles. The runs will take place around the trail inside East Metropolitan Park. The bike leg will require participants to leave the park and travel a looped course on Manor-area roads. Park Rangers will help direct traffic on the bike route to ensure participant's safety.

The attached Race Safety Plan meets the requirements for a USA Triathlon Event. The course design maximizes the park area without affecting amenities that will remain available to other park users during the event. The number of race participants will not exceed 150 to minimize the impact on the parks.

#### **Budgetary and Fiscal Impact:**

There would be no budgetary or fiscal impact associated with this request.

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

This is an opportunity to host this, fitness focused, event in our county parks. As more people in the Austin area become health conscious, we anticipate to see more of this type of event in our county parks. This licensing agreement will assure responsible oversight of this event.



**Background:**

We are seeing an increase in request for athletic events in our county parks. We have hosted several triathlons at Pace Bend Park and we hosted a bike race at East Metropolitan Park last fall. This will be the first race of this type staged out of one of our eastern county parks.

**Required Authorizations:**

None

**Exhibits:**

License Agreement  
Event Information/Proposal  
Liability Insurance

JPG:kn

4505 Duathlon/East Metro Park

xc: John Hille, County Attorney  
Charles Bergh, Division Director, Parks  
Robert Armistead, Division Manager, Parks  
Kurt Nielsen, District Park Manager  
Dan Chapman, Chief Park Ranger  
Robert Davis, Park Supervisor, East Metro Park

## LICENSE AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

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

### WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that certain Travis County park known as East Metropolitan Park (the "County Parks") for the purpose of holding Licensee's "Protest Duathlon" (run, bike, run) event (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

#### I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, described in the "Protest Duathlon Event Information Checklist," attached hereto as **Exhibit A** and made a part hererof for all purposes, and Licensee shall comply with all terms and conditions set forth therein. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a duathlon event that will last approximately 6 hours, at a location to be approved in

advance by the Travis County Parks Division of the Transportation and Natural Resources Department (the "Parks Division"); (b) the right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Events and emphasizing the need to comply with County Park rules and regulations; and (c) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Events participants, sponsors and attendees/spectators.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Events, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park (including all Licensee employees, agents or contractors and all participants, spectators, and sponsors) under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

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

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of

interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

## II. TERM OF LICENSE

2.1 The License is granted for one day, Saturday, April 11, 2009, commencing at approximately 6:00 a.m. and concluding at approximately 12:00 p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees (if any) charged to the public.

3.2 During the License Terms, Licensee shall provide, at its own additional expense, security and emergency personnel through employment of Travis County Park Rangers and EMS System-cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

## IV. PERMITS

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

## V. CONTROL OF TRAVIS COUNTY

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

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

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

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

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

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY,**

**ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

**VIII. SAFETY**

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

**IX. AMENDMENTS**

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

**X. NON-ASSIGNMENT OF RIGHTS**

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Events publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

**XI. NOTICES**

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

If to Licensee: Brianna Smith  
Event Director

Austin Duathletes  
1303 Chestnut Dr.  
Austin, Texas 78712  
(512) 673-6154  
[levents@austinduathletes.com](mailto:levents@austinduathletes.com)

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

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

## XII. VENUE AND CHOICE OF LAW

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

## XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

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

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:

By: Brianna Smith

Brianna Smith

Title: Event Director, Austin Duathletes

Date: 3-12-09



## **EXHIBIT A**

### **PROTEST DUATHLON EVENT INFORMATION**

Event Name: Protest Duathlon  
Date: Sunday, April 12, 2009,  
Start Time: 7:30am  
Location: East Metro County Park, Manor, TX

#### Event Description:

This event is a duathlon (run, bike, run) event. The run portions of this race will take place inside the grounds of the East Metro Park. The bike leg will require participants to leave the park and travel a looped course on Manor-area roads (see bike route below).

#### Event Details

- Participants: The Austin Duathletes expect no more than 150 participants and spectators for this event.
- Race Duration: The Park would need to be opened by 5:30am for volunteers and Austin Duathlete staff to prepare for the race. Participants are expected to start arriving at 6am in preparation for the race. Official race start is 7:30am. We expect to be completed and cleaned up by noon.
- Parking:

#### Event Approval:

The Austin Duathletes have contacted Kurt Nielson with Travis County to attain permission to use the park. In addition, we will seek to obtain bike course approval from the Manor PD and any other required county officials. We have estimated a need for 2 officers to assist with bike safety on this course. The remaining intersections will be manned by volunteers.

#### Duathlon Course

- Run Route: Will follow the trails within the park limits.
- Bike Route: The bike route is a 10-mile course that will leave the park and turn LEFT on to Blake Manor Road. A police officer will be stationed at the park entrance. Participants will follow Blake Manor and will turn RIGHT on Taylor Lane; a volunteer will be stationed at this intersection. Participants will follow Taylor Lane and will turn RIGHT onto Lockwood Rd.; a volunteer will be stationed at this intersection. Participants will follow Lockwood to Parsons and will turn LEFT on Parsons Rd. A policeman might be needed for this left turn if traffic is moderate, however, right now a volunteer slated to man this intersection. Participants will follow Parsons to Littig Rd. and will turn RIGHT; a volunteer will man this intersection. Participants will follow Littig to Jones and turn RIGHT; a volunteer will man this intersection. Participants will take Jones to Hogeye Rd and veer LEFT onto Hogeye Rd.; a volunteer will be stationed here. Finally, participants will follow Hogeye Rd back to Blake Manor and turn LEFT to return to the park. A police officer will be stationed at this intersection as participants make a left onto Blake Manor rd.

To view the bike route on Google Maps, please go to:

<http://maps.google.com/maps/ms?hl=en&ie=UTF8&msa=0&msid=112780793187541593524.00046115a54393913613b&ll=30.32636,-97.494349&spn=0.01841,0.038624&t=h&z=15>

### Bike Route Safety:

To ensure the safety of the participants, police officers will be stationed at the intersection of the park and Blake Manor Rd. and Hogeye Rd./Blake Manor Rd. A third officer may be necessary at the intersection of Lockwood and Parsons depending on traffic flow. Volunteers will be stationed at all roads that intersect the route. In addition to the volunteers at the intersections, we plan to have a minimum of three (3) motorcycles on the course. One will lead the cyclists on the course, one will follow behind the last cyclist, and the third will sweep the course for injured or stranded cyclists. A support vehicle will also be present on the course to pick up stranded cyclists with flats or other mechanical problems.

### Medical:

The local hospital, EMS, and fire station will be notified of the event in case of any emergency. Medical staff will be onsite to assist with any minor injuries.

A more detailed safety plan is provided below.

## **RACE SAFETY PLAN**

### **1.0 Introduction**

The following safety plan includes procedures and processes that will be followed in order to eliminate, minimize or isolate the physical hazards to all competitors, club members and officers. The race safety plan is designed to meet the safety requirements for USA Triathlon (USAT) sanctioning. The safety plan will be shared with race officers and volunteers. An appropriate safety briefing of the event officials and competitors will be given prior to the start of the race.

**Participation** – Participation is open to all healthy, properly trained competitors whose registration includes a USAT membership or 1-day race license.

**Race Start** - A wave start will see all competitors race begin the course at staggered times. All competitors will start and finish at the same point.

**Race Personnel** – The Austin Duathlete Club is the host, with personnel from AD club members and local volunteers. The race is under the direction of the following:

Event Director: Brianna Smith

Safety Officer: Phil Carmichael

### **2.0 Facilities**

The host race site is tentatively scheduled at the East Metro County Park, pending approval. The park provides bathroom facilities with numerous toilets; additional port-o-johns are not necessary. There is ample parking for volunteers, competitors, and spectators. The park provides a closed run course and one park entrance allowing race personnel to easily control traffic in and out of the park for safety.

### **3.0 Equipment**

Competitors are expected to bring their own equipment for use. A local bike shop will provide bar ends to participants if they are missing on their bike. Helmets and bikes will

be checked by the volunteers for compliance prior entrance into transition. Damage to equipment will be at the risk of the participants, and competitors with faulty equipment will not be eligible to compete.

#### **4.0 Identified Risks**

The following risks associated with the race have been identified:

##### **4.1 Personal:**

- Over Use Injury
- Broken Limbs
- Exhaustion/Dehydration
- Bike collisions
- Sunburn
- Traffic accident

##### **4.2 Equipment**

- Bike collision damage

##### **4.3 Environment**

- Car Accidents
- Heat illness
- Dehydration
- Sunburn

#### **5.0 Prevention Planning**

##### **5.1 Bike Course Safety**

The bike creates the most opportunity for accidents. The following tasks will be completed to ensure the safety of the participants while on the bike course:

- Course will not be closed to traffic, however, course utilizes county roads with low traffic zones
- Cones will mark lane closures and signs warn motorists of cyclists
- A looped course will be utilized
- Cyclists will be warned of any sharp turns or busy intersections at the race meeting prior to the event start
- All intersections with a stoplight or sign will be controlled by police and volunteers. Volunteers will control all other intersections and turns
- A lead motorcycle will be assigned to demonstrate the correct course
- A sag motorcycle will be assigned to sweep the course for stranded cyclists and the last rider
- Additional motorcycles will ride the course for safety
- A truck will be deployed to pick up stranded riders on course

##### **5.1.1 Communication**

Communication devices such as two-way radios and cell phones will be provided to all race personnel and lead volunteers. A PA system will also be utilized to inform participants and spectators of necessary information.

- The bike course coordinator will be in direct contact with all police, motorcyclists on course, and volunteers at intersections
- Bike course coordinator will be in direct contact with event director

##### **5.1.2 Emergency**

Trained medical staff will be onsite to assist with any medical emergencies. In

addition, the local hospital emergency room will be notified to be on alert. In the event of an emergency, the following will occur.

- First aid supplies will be stocked at the finish line/transition area
- Emergency vehicle will have clear access in and out of the park and will be on alert
- All injuries will require an injury report to be completed and provided to the event director following the event
- There are no bike/run crossovers for this event
- The bike coordinator will be notified by the individual at the scene of the accident and will be alerted to the extent of the injury

Minor injury:

- The truck will be deployed to pick up the injured participant.
- The injured party can see the first aid provider/medical tent at the finish line/transition area if needed.

Severe injury:

- Administer first aid as necessary, participant not moved in case of severe injury
- Medical staff will be deployed by the bike coordinator to assist the injured participant and assess whether emergency personnel are required
- Event director will be notified by the bike coordinator
- Hospital will be notified if necessary; emergency contacts notified
- Truck will be deployed to remove the injured participants bike from the course

Catastrophic injury:

- Administer first aid, do not move in case of severe injury
- Medical staff will be deployed by the bike coordinator to assist the injured participant
- Event director will be notified by the bike coordinator
- 911 will be contacted, emergency vehicles deployed to crash site
- Hospital will be notified immediately; emergency contacts notified

### **5.1.3 Prevention Procedures**

- A safety meeting will be held prior to the race for all participants
- All bikes will be checked for bar ends and faulty equipment prior to entrance into transition
- All volunteers and personnel will be briefed of emergency procedures prior to arrival of participants

### **5.2 Run Course Safety**

The following tasks will be completed to ensure the safety of the participants while on the run course:

- Participants will run on a closed course with no risk from traffic
- Cones and spray paint will mark hazards on course
- A looped course will be utilized for both run #1 and run #2.
- Runners will be warned of hazards at the race meeting prior to the event start
- Volunteers will control all intersections and turns

- A lead rider will be assigned to demonstrate the correct course
- A sag rider will be assigned to sweep the course for stranded runners and the last runner
- There are no bike/run crossovers on this course
- An aid station will be placed at the transition exit and on the course at the 1.5-mile mark

### **5.2.1 Communication**

Communication devices such as two-way radios and cell phones will be provided to all race personnel and lead volunteers. A PA system will also be utilized to inform participants and spectators of necessary information.

- The run course coordinator will be in direct contact with all police, riders on course, and volunteers
- Run course coordinator will be in direct contact with event director

### **5.2.2 Emergency**

Trained medical staff will be onsite to assist with any medical emergencies. In addition, the local hospital emergency room will be notified to be on alert. In the event of an emergency, the following will occur.

- First aid supplies will be stocked at the finish line/transition area
- Emergency vehicle will have clear access in and out of the park and will be on alert
- All injuries will require an injury report to be completed and provided to the event director following the event
- The run coordinator will be notified by the individual at the scene of the accident and will be alerted to the extent of the injury

#### Minor injury:

- A truck will be deployed to pick up the injured participant.
- The injured party can see the first aid provider/medical tent at the finish line/transition area if needed.

#### Severe injury:

- Administer first aid as necessary, do not move in case of severe injury
- Medical staff will be deployed by the run coordinator to assist the injured participant to determine severity of injury
- Event director will be notified by the run coordinator
- Hospital will be notified if necessary; emergency contacts notified

#### Catastrophic injury:

- Administer first aid if necessary, do not move in case of severe injury
- Medical will be deployed by the run coordinator to assist the injured participant
- 911/Emergency personnel will be notified as necessary
- Event director will be notified by the run coordinator
- Hospital will be notified immediately; emergency contacts notified

### **5.2.3 Prevention Procedures**

- A safety meeting will be held prior to the race for all participants

- All volunteers and personnel will be briefed of emergency procedures prior to arrival of participants

### **5.3 Transition Safety**

The following tasks will be completed to ensure the safety of the participants while in transition:

- There are no run/bike crossovers
- The area will be closed off from spectators via fencing and banners
- Volunteers will help control flow and spectator traffic
- An aid station will be placed at the transition exit

#### **5.3.1 Communication**

Communication devices such as two-way radios and cell phones will be provided to all race personnel and lead volunteers. A PA system will also be utilized to inform participants and spectators of necessary information.

- The transition coordinator will be in direct contact with all police, participants in transition, and volunteers
- Transition coordinator will be in direct contact with event director

#### **5.3.2 Emergency**

Trained medical staff will be onsite to assist with any medical emergencies. In addition, the local hospital emergency room will be notified to be on alert. In the event of an emergency, the following will occur.

- First aid supplies will be stocked at the finish line/transition area
- Emergency vehicle will have clear access in and out of the park
- All injuries will require an injury report to be completed and provided to the event director following the event
- The transition coordinator will be notified by the individual at the scene of the accident and will be alerted to the extent of the injury

##### Minor injury:

- The injured party can see the first aid provider/medical tent at the finish line/transition area if needed.

##### Severe injury:

- Administer first aid as necessary, do not move in case of severe injury
- Medical staff will be deployed by the transition coordinator to assist the injured participant to determine injury severity
- Event director will be notified by the transition coordinator
- Hospital will be notified if needed; emergency contacts notified

##### Catastrophic injury:

- Administer first aid as necessary, do not move in case of severe injury
- Medical staff will be deployed by the transition coordinator to assist the injured participant
- Emergency personnel will be contacted immediately
- Event director will be notified by the transition coordinator
- Hospital will be notified immediately; emergency contacts notified

### **5.3.3 Prevention Procedures**

- A safety meeting will be held prior to the race for all participants
- All volunteers and personnel will be briefed of emergency procedures prior to arrival of participants

### **6.0 Inclement Weather**

In the event of inclement weather, the event will be postponed until the danger has passed. If the weather is too dangerous to bike, the race will become a run. If the weather is too dangerous to run, the event will be cancelled.

**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**



**CERTIFICATE OF INSURANCE**

03/12/2009

**PRODUCER**  
 American Specialty Insurance & Risk Services, Inc.  
 142 North Main Street  
 Roanoke, Indiana 46783

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

**INSURED**  
 USA Triathlon  
 1365 Garden of the Gods Road, Suite 250  
 Colorado Springs, CO 80907

**INSURERS AFFORDING COVERAGE**

INS. A: AXIS Insurance Company  
 INS. B:  
 INS. C:

CERT NUMBER: 1000753969

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITION OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL01100260-08	12/01/2008 12:01 a.m.	12/01/2009 12:01 a.m.	General Aggregate- Per Event	2,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

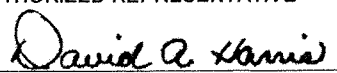
- The Certificateholder is an Additional Insured in accordance with the provisions and limitations of Form AX IS1003- Additional Insured - Certificateholders with respects to the PROTEST DUATHLON on April 11, 2009.

**CERTIFICATE HOLDER**

TRAVIS COUNTY  
 ATTN: TENLEY ALDREDGE  
 314 W. 11TH STREET, 4TH FLOOR  
 AUSTIN, TX 78701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 3/31/09

Work Session: \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383

B. Requested Text:

Approve License Agreement with Rogue Training Systems for a cross-country run/race at Milton Reimers Ranch Park.

C. Approved by: \_\_\_\_\_  
Karen Huber, Precinct 3 Commissioner

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all the agencies or officials' names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:

- Joe Prusatus, Rogue training Systems 294-6456
- Tenley Aldredge, CA 854-9383
- Charles Bergh, TNR Parks 854-9437
- Robert Armistead 854-9831
- Dan Chapman, TNR Parks 854-7275
- Dan Perry, TNR Parks 854-7275
- Michael Brewster, TNR Parks 264-9114

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 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 Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

March 17, 2009

### MEMORANDUM

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** Approve License Agreement with Rogue Training Systems for a cross-country run/race at Milton Reimers Ranch Park.

**Proposed Motion:**

Approve License Agreement with Rogue Training Systems for a cross-country run/race at Milton Reimers Ranch Park.

**Summary and Staff Recommendation:**

Rogue Training Systems is requesting the use of Milton Reimers Ranch Park (Reimers Ranch) on Sunday, June 21, 2009, to host the Bluff Race, a cross-country running races along the bluffs of the Pedernales River in Reimers Ranch. Rogue Training Systems is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Reimers Ranch and associated rights of way. The races are to be confined within the park and along designated trails as established by Rogue Training Systems and park staff. The Licensee has added Travis County as an Additional Insured for this race. Staff recommends approval of this licensing agreement.

**Budgetary and Fiscal Impact:**

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

**Issues and Opportunities:**

The races are scheduled to start at 7:00 AM and will conclude no later than 1:00 PM on Sunday, June 21, 2009. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all roadway intersections in order to safely control vehicular traffic on the roadways during the race

**Background:**

A growing number of athletic events, including bike races, triathlons and various fishing tournaments, have been held in County Parks in the past few years. Since acquiring the Reimers Ranch Park, sport organizers have shown increased interest in utilizing this new public facility for specialty athletic events such as the "Limestoner", a rock climbing event sponsored by the Central Texas Mountaineers, the "Single-Track Stampede", a mountain bike criteria sponsored by the Austin Ridge Riders and now cross-country running. Staff recommends that for the protection of County liability and resources, a license agreement should be executed for these types of large-scale events.

Reimers Ranch Park is a desired location for many types of competitive events that range from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park its terrain as well it's location on the Pedernales River. The mountain bike and hiking trails in the park are attractive to cross-country and bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

Rogue Training Systems, the event organizer, is anticipating between 60 -100 participants in this year's inaugural event.

**Required Authorizations:**

None

**Exhibits:**

- License Agreement
- Certificate of Liability Insurance

JPG:dp

- xc: Joe Prusaitus, Rogue Training Systems
- Tenley Aldredge, CA
- Charles Bergh, TNR Parks
- Robert Armistead, TNR Parks
- Dan Chapman, TNR Parks
- Dan Perry, TNR Parks
- Michael Brewster, TNR Parks

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

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

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Reimers Ranch Park (the "County Park") for the purpose of holding Licensee's "The Bluff" cross-country trail run/race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Specifically, the License includes the following privileges and is subject to the following conditions and restrictions:

1.1.1 Approved areas (the "Licensed Areas") include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes.

1.1.2 All parking lot located within the County Park within the County Park will remain open to the public. Licensee shall prepare and post signage along Hamilton Pool Road to alert motorists of anticipated increased pedestrian traffic during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; (c) pre-Event setup and staging activities; and (d) placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.

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

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

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use

and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

## II. TERM OF LICENSE

2.1 The License is granted for the following date and time (the "License Term"): Sunday, June 21, 2009, commencing at approximately 7:00 a.m. and concluding at approximately 1:00 p.m. Licensee acknowledges and agrees that such date and time are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage management and removal (including the provision of additional dumpsters and trash pick-up, as directed by Travis County Parks staff) and wastewater during Licensee's use of the County Park, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and A/TCEMS-certified medics, as reasonably necessary (to be solely determined by Travis County Parks staff) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

## IV. PERMITS

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

## V. CONTROL OF TRAVIS COUNTY

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

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

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

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

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY,**



**ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

**VIII. SAFETY**

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

**IX. AMENDMENTS**

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

**X. NON-ASSIGNMENT OF RIGHTS**

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

**XI. NOTICES**

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

If to Licensee: Joe and Joyce Prusaitis  
Rogue Training Systems  
1101 Plymouth Dr  
Austin, TX 78758  
Joe Prusaitis <jprusaitis@austin.rr.com>

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

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

## XII. VENUE AND CHOICE OF LAW

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

## XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

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

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:

By: \_\_\_\_\_

Joe Prusaitis

Title: \_\_\_\_\_

Rogue Training Systems

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

**EXHIBIT A**

**Licensed Areas in Reimers Ranch Park**

**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**

## TRAVIS COUNTY PARKS Special Event Checklist

### Event information needed

- **Location:** Milton Reimers Ranch Park
- **Name of event:** the BLUFF
- **Date & Time of event:** June 21, 2009, 7:00am – 1:00pm
- **Event Type (complete description and history if applicable):**  
Cross-country Trail Run / Race
- **Part of a race series/circuit/criteria? :** The Rogue Trail Series
- **Sponsor:** Vasque
- **Primary and secondary contact personnel and phone numbers:**  
Rogue Training Systems - Joe Prusaitis – (512) 294-6456, Joyce Prusaitis – (512) 731-2537
- **Insured by:** Scottsdale Insurance Company
- **Estimated number of participants:** 500
- **Estimated number of spectators:** 40
- **Proposed concessionaires/vendors:** 4 to 5. But, no items for sale
- **Special requests:** restricted camping for sponsors (4 people for the night before only)
- **Site visit date:** January 29, 2009 (Preliminary visit)

### From the site visit, park staff will determine the following:

- **Law enforcement required (if any)**
- **EMS coverage (must be A/TCEMS certified) required (if any)**
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.)**
- **Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.)**
- **Additional portable restrooms required**
- **Additional dumpsters required**
- **Park fee collection issues**
- **Public notices required (if any)**
- **License Agreement coordination**
- **Other items as necessary**

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 3/31/09

Work Session: \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383

B. Requested Text:

Approve License Agreements with Red Licorice Events for a triathlon series at Pace Bend Park.

C. Approved by: \_\_\_\_\_  
Karen Huber, Precinct 3 Commissioner

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all the agencies or officials' names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:

Leilani Perry, Red Licorice Events	517-8118
Tenley Aldredge, CA	854-9383
Charles Bergh, TNR Parks	854-9437
Robert Armistead, TNR Parks	854-9831
Dan Chapman, TNR Parks	854-9831
Dan Perry, TNR Parks	854-7275
Keith Rawlings, TNR Parks	264-3951

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 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 Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

August 16, 2007

**MEMORANDUM**

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** License Agreement with Red Licorice Events for a triathlon series at Pace Bend Park.

**Proposed Motion:**

Approve License Agreement with Red Licorice Events for a triathlon series at Pace Bend Park.

**Summary and Staff Recommendation:**

The Red Licorice Events, along with cosponsors Champion System, Austin Tricyclist and Dude Girl is requesting the use of Pace Bend Park on three separate weekends to host a triathlon series comprised of three separate events. The events include:

- (a) The Champions Triathlon Weekend (cosponsored by Champion System) on Saturday, April 25 and Sunday, April 26, 2009,
- (b) The Sweet & Twisted Triathlon (cosponsored by Austin Tricyclist) on Sunday, August 25, 2009, and
- (c) The Dude Girl Triathlon (cosponsored by Dude Girl) on Sunday, September 20, 2009.

Red Licorice Events is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the race. All participants will park in designated; pre-approved areas located within Pace Bend Park and associated rights of way. The race is to be confined within the park with the road race portions confined to the paved roadways inside the park. Off road portions of the races will be confined to designated; pre-approved existing trails and the swim portion will be held within the designated swim area of Mudd Cove.



Last Updated 3-26-09

USA Triathlon (USAT) has sanctioned the races. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers to provide security and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

**Budgetary and Fiscal Impact:**

All vehicle being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees. These events can bring in an additional \$4000-\$6000 more per day than would normally be collected during the same time periods for a total of \$12,000-18,000 overall addition revenue to Travis County.

**Issues and Opportunities:**

The races are scheduled to start at 8:00 AM and will conclude no later than 2:00 PM on any of the designated dates. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

**Background:**

This will be the inaugural year for the Red Licorice Event's "Champions Triathlon Weekend" and "Dude Girl Triathlon" at Pace Bend Park and the forth year for their "Sweet & Twisted Triathlon".

Several large events, including the DilloMan, other triathlons, bike races, swim competitions, windsurfing, wakeboarding and various fishing tournaments are being routinely held in County Parks. As parks has experienced an increase in the number of such requests, staff recommends that for the protection of County liability and resources, license agreements should be executed for these types of large-scale events.

Specifically, Pace Bend Park has long been a desired location for many types of competitive events; these events have ranged from orienteering to triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The sloping shoreline into Lake Travis attracts swimming and boating events and the broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

The race organizers state that approximately 800-1000 participants will take part in each of this year's events. During each event, the participants will compete in a race criteria that will include a swim portion in Mudd Cove, a bike portion that will be on the paved park road loop and a run that will contained to pre-existing trails within the park.

**Required Authorizations:**

None

Last Updated 3-26-09

**Exhibits:**

License Agreement

JPG:dp

xc: Leilani Perry, Red Licorice Events  
Tenley Aldredge, CA  
Charles Bergh, TNR Parks  
Robert Armistead, TNR Parks  
Dan Chapman, TNR Parks  
Dan Perry, TNR Parks  
Keith Rawlings, TNR Parks



1<sup>st</sup> race of series

**Event Date:** Saturday April 25, 2009

**Set Up:** Friday April 24, 2009

**Organizer Start Time:** 4:00 a.m.

**Participant Start Time:** 8:00 a.m.

**Event Type:** Super Sprint distance / women only 300 meter swim. 12 mile bike. 2 mile run

**Event History:** 1 year

**Event Director:** Leilani Perry - USAT Certified Race Director

**Sponsor:** Red Licorice Events & Champion System

**Insurance:** USA Triathlon

**People in Attendance:** Participants = 800 Spectators = 300 Volunteers/staff = 100

**Sponsor Vendors:** Sweet Leaf Tea, Advanced Rehab, Kool Kones, Dude Girl, Pure Austin, Austin Tricyclist, Bicycle Sport Shop, O'Cookies, Athletes for Hope & more

**Selling Vendors:** Dude Girl

**Law Enforcement:** Travis County Parks personnel

**EMT's / Lifeguards:** Expedition School / FMR / SWEAT

**Water Safety:** Kayaks & Paddleboards w/ open water certified lifeguards

**Port-a-Lets:** Austin Outhouse

**Trash:** Austin Outhouse

**Recycling:** Austin Outhouse

**Fencing, etc.:** RaceWorks, Inc.

**Timing:** Cadence Sports

**Beneficiary:** Athletes for Hope, Athletes for a Cure



12



7/20

**Event Date:** Sunday April 26, 2009  
**Set Up:** Friday April 24, 2009 and Saturday April 25  
**Organizer Start Time:** 4:00 a.m.  
**Participant Start Time:** 8:00 a.m. - age groupers 11:00 - professionals  
**Event Type:** Olympic distance - co-ed 1500 meter swim. 40 K bike. 10K run  
**Event History:** 1 year  
**Event Director:** Leilani Perry - USAT Certified Race Director  
**Sponsor:** Red Licorice Events & Champion System  
**Insurance:** USA Triathlon  
**People in Attendance:** Participants = 800 Spectators = 300 Volunteers/staff = 150  
**Sponsor Vendors:** Sweet Leaf Tea, Advanced Rehab, Kool Kones, Dude Girl, Pure Austin, Austin Tricyclist, Bicycle Sport Shop, O'Cookies, Athletes for Hope & more  
**Selling Vendors:** Dude Girl  
**Law Enforcement:** Travis County Parks personnel  
**EMT's / Lifeguards:** Expedition School / FMR / SWEAT  
**Water Safety:** Kayaks & Paddleboards w/ open water certified lifeguards  
**Port-a-Lets:** Austin Outhouse  
**Trash:** Austin Outhouse  
**Recycling:** Austin Outhouse  
**Fencing, etc.:** RaceWorks, Inc.  
**Timing:** Cadence Sports  
**Beneficiary:** Athletes for Hope, Athletes for a Cure





3  
2<sup>nd</sup> - race of  
SERIES

**Event Date:** Sunday August 16, 2009

**Set Up:** Saturday August 15, 2009

**Organizer Start Time:** 4:00 a.m.

**Participant Start Time:** 8:00 a.m.

**Event Type:** Sprint distance - women only 500 meter swim. 15 mile bike. 5K run

**Event History:** 4 years

**Event Director:** Leilani Perry - USAT Certified Race Director

**Sponsor:** Red Licorice Events & Austin Tricyclist

**Insurance:** USA Triathlon

**People in Attendance:** Participants = 1,000 Spectators = 400 Volunteers/staff = 150

**Sponsor Vendors:** Sweet Leaf Tea, Advanced Rehab, Kool Kones, Dude Girl, Pure Austin, Austin Tricyclist, Bicycle Sport Shop, O'Cookies, Athletes for Hope & more

**Selling Vendors:** Dude Girl

**Law Enforcement:** Travis County Parks personnel

**EMT's / Lifeguards:** Expedition School / FMR / SWEAT

**Water Safety:** Kayaks & Paddleboards w/ open water certified lifeguards

**Port-a-Lets:** Austin Outhouse

**Trash:** Austin Outhouse

**Recycling:** Austin Outhouse

**Fencing, etc.:** RaceWorks, Inc.

**Timing:** Cadence Sports

**Beneficiary:** Girls on the Run





7

3rd / final  
of series

**Event Date:** Sunday September 20. 2009

**Set Up:** Saturday September 19. 2009

**Organizer Start Time:** 4:00 a.m.

**Participant Start Time:** 8:00 a.m.

**Event Type:** Olympic distance - women only 1500 meter swim. 40K mile bike. 10K run

**Event History:** 1 year

**Event Director:** Leilani Perry - USAT Certified Race Director

**Sponsor:** Red Licorice Events & Dude Girl

**Insurance:** USA Triathlon

**People in Attendance:** Participants = 800 Spectators = 300 Volunteers/staff = 150

**Sponsor Vendors:** Sweet Leaf Tea, Advanced Rehab, Kool Kones, Dude Girl, Pure Austin, Austin Tricyclist, Bicycle Sport Shop, O'Cookies, Athletes for Hope & more

**Selling Vendors:** Dude Girl

**Law Enforcement:** Travis County Parks personnel

**EMT's / Lifeguards:** Expedition School / FMR / SWEAT

**Water Safety:** Kayaks & Paddleboards w/ open water certified lifeguards

**Port-a-Lets:** Austin Outhouse

**Trash:** Austin Outhouse

**Recycling:** Austin Outhouse

**Fencing, etc.:** RaceWorks, Inc.

**Timing:** Cadence Sports

**Beneficiary:** Girls on the Run



**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and **Red Licorice Events and Champion Systems** ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding the following event in April, 2009: "Champions Triathlon Weekend 2009," (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with each Event, as described in the Event checklist attached hereto as **Exhibit A** and made a part hereof for all purposes (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit B**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the

sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

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

1.6 During the License Term for the Event, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.



## II. TERM OF LICENSE

2.1 The License for the Event is granted for the following dates and times (the "License Term"): *Champions Triathlon*: Friday through Sunday, April 24-26, 2009, commencing at approximately 4:00 a.m. (Event start time: 8:00 a.m.) and terminating at approximately 4:00 p.m. Licensee acknowledges and agrees that the above-specified dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

## IV. PERMITS

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

## V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times during the License Term obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including

the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Keith Rawlings, Park Supervisor, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times during the Event follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

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

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

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

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



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

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

## XII. VENUE AND CHOICE OF LAW

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

## XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

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

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:

By: \_\_\_\_\_

Leilani Perry  
Red Licorice Events and Champion Systems

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

**EXHIBIT A**

**EVENT CHECKLISTS  
(attached)**

**EXHIBIT B**

**Licensed Areas in Pace Bend Park**

**EXHIBIT C**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**



### Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO GOVERNOR PERRY IN CONNECTION WITH NEXT CHAIRMAN OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY.**

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.


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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

VS#

30

**TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST**

Please consider the following item for Voting Session on:

<sup>31</sup>  
March 17, 2009

I. A. Request made by: Sheriff Greg Hamilton



Phone No. 854-9770

B. Requested Text:

**Consider and approve authorizing the Travis County Sheriff to sign and execute a Memorandum of Understanding ("MOU") with the Texas Forest Service Relating to participation in the State-wide Regional Incident Management Team.**

C. Approved by:

\_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Is backup material attached\*: **Yes** No

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the work session? **Yes**  
No

Please list those contacted and their phone numbers:

**Jim Connolly – County Attorney's Office**  
**Nisha Sharma – County Auditor's Office**

III. PERSONNEL

A change in your department's personnel (reclass, etc.).  
\_\_\_\_\_

IV. BUDGET REQUEST:

If your request involves funding for your department please check:

\_\_\_\_\_ Additional funding for your department

\_\_\_\_\_ Transfer of funds within your department budget

\_\_\_\_\_ A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF


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

JAMES SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MAKR SAWA  
Major - Administration & Support

Date: March 13, 2009  
To: Travis County Commissioners Court  
From: Michael G Hemby 783, Planning Manager   
Subject: TFS Regional Incident Management Team MOU

Proposed Motion:

Consider and approve authorizing the Travis County Sheriff to sign and execute a Memorandum of Understanding ("MOU") with the Texas Forest Service relating to participation in the State-wide Regional Incident Management Team.

Summary & Recommendation:

Since 1998, the Travis County Sheriff's Office has participated in local workgroups focusing on the goal of ensuring the sharing of resources on a regional and state-wide basis during the a major incident or event. This working group has consisted of representatives from emergency management, law enforcement, fire, ems, health, public works, and various non-profit support agencies. We also have representatives from the local group on state working groups related to this matter.

Over the years, this group has evolved and established the Capital Area Incident Management Team in an effort to coordinate our resources and share both knowledge and abilities. This group was modeled after the state and national incident management teams which have existed since the late 1970's.

Over the last three years, with the assistance of the Texas Forest Service (TFS), Texas Engineering and Extension Service (TEEX), the Capital Area Council of Governments (CAPCOG) and the US Department of Homeland Security (DHS), local responders have received numerous hours of free training from these agencies.

Responders from the region have also served in trainee positions at various incidents and have been called upon to assist in several natural disasters that have affected our region and state over the last few years. All of these activations have been reimbursable events with the home agency receiving payment for personnel and equipment utilized during these activations.

As part of our working group, we have been working to enhance and better formalize our working agreements between the State, home agency, and the employee who could be called into service. The attached MOU is the product of those efforts.

The Travis County Sheriff's Office currently has two individuals who are trained and qualified for participation on the regional team.

Since this type of MOU is not specifically addressed in statute as an allowable executable document by a local elected official, under the advice of the County Attorney, the Sheriff's Office is seeking court consideration and approval of the request by Sheriff Hamilton to sign and execute said MOU.

There appear to be no issues or concerns with approving the recommended action and it has been reviewed by appropriate legal and auditor staff. It was noted that some of the reimbursement rates are at state rate rather than county rates. We have found this to be common in most of our interactions with state or federal programs. Some times the rates are above county rate and some times they are below. Generally though they are at acceptable rates to sufficiently reimburse the county for any expenditures related to these mutual aid responses. Uniformity in the agreements also helps us to avoid attempting to negotiate understandings with the local counties or cities that we might be going to assist and trying to determine their rates. We continue to try and streamline the process to avoid any additional workload on ourselves or other entities in the process.

Attachment:

Memorandum of Understanding Between Texas Forest Service and Regional Incident Management Team Member and the Travis County Sheriff's Office (Four Originals)

Cc:

County Attorney – Jim Connolly  
County Auditor – Nisha Sharma



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

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **Texas Forest Service**, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member **Michael G Hemby** (Member) and the Participating Agency/Employer **Travis County Sheriff's Office**.

**I. PURPOSE**

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

**II. SCOPE**

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

**III. PERIOD OF PERFORMANCE**

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2009, unless terminated earlier in accordance with section IX.B.

**IV. DEFINITIONS**

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

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

## V. RESPONSIBILITIES

- A. TFS shall:
  - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
  - 2. Provide administrative, financial and personnel management related to the RIMT and this agreement.
  - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
  - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
  - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.
  - 6. Maintain all tools and equipment in the RIMT cache in a ready state.
  - 7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
  - 8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

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

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support of Employer for participation in RIMT activities.
4. Keep Employer advised of RIMT activities that may require time off from work.
5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.
7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

## **VI. PROCEDURES**

### **A. Activation**

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

### **B. Mobilization, Deployment and Re-deployment**

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

### **C. Management**

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

## **VII. TRAINING AND EXERCISES**

### **A. Local RIMT Sponsored Training and Exercises**

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

### **B. TFS/State Sponsored RIMT Training and Exercises**

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at



the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

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

**VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT**

**A. Reimbursement to Employer**

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

**B. Reimbursement of RIMT Member as an Individual Resource**

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

**C. Medical Care for Injury or Illness**

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

**D. Liability**

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

**E. Reimbursement Process**

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

**IX. CONDITIONS, AMENDMENTS AND TERMINATION**

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.
- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

**X. POINTS OF CONTACT**

**TFS**  
Paul Hannemann  
John B. Connally Building  
301 Tarrow, Suite 304  
College Station, TX 77840  
Tel#: 979-458-7344  
e-mail: [phannemann@tfs.tamu.edu](mailto:phannemann@tfs.tamu.edu)

**Employer**  
Sheriff Greg Hamilton  
Travis County Sheriff's Office  
PO Box 1748  
Austin, TX 78767  
Tel#: 512-854-9770

**Member**

Michael G Hemby  
Travis County Sheriff's Office  
PO Box 1748  
Austin, TX 78767  
Tel # 512-423-8307  
e-mail: Michael.hemby@co.travis.tx.us

**XI. ENTIRE AGREEMENT**

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

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

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

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

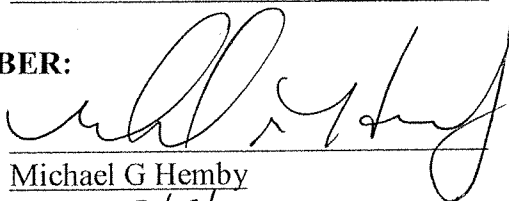
**TEXAS FOREST SERVICE:**

Signature: \_\_\_\_\_  
 Name: Tom G. Bogus  
 Title: Interim Director  
 Date: \_\_\_\_\_

**PARTICIPATING AGENCY/EMPLOYER**

Signature: \_\_\_\_\_  
 Name: Greg Hamilton  
 Title: Sheriff  
 Date: \_\_\_\_\_

**RIMT MEMBER:**

Signature:   
 Name: Michael G Hemby  
 Date: 3/5/19

## ATTACHMENT A

### RIMT Code of Conduct

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

## **ATTACHMENT B**

### **RIMT Standard Pay Policy**

#### **I. Scope**

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

#### **II. Purpose**

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

#### **III. Pay Rate**

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

#### **IV. Work Shift**

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

#### **V. Ordered Standby**

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

## ATTACHMENT C

### RIMT PAY SCHEDULE BY POSITION

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

## **ATTACHMENT D**

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



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

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **Texas Forest Service**, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member **Margaret H “Meg” Seville** (Member) and the Participating Agency/Employer **Travis County Sheriff’s Office**.

**I. PURPOSE**

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

**II. SCOPE**

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

**III. PERIOD OF PERFORMANCE**

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2009, unless terminated earlier in accordance with section IX.B.

**IV. DEFINITIONS**

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

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

## V. RESPONSIBILITIES

- A. TFS shall:
  - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
  - 2. Provide administrative, financial and personnel management related to the RIMT and this agreement.
  - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
  - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
  - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.
  - 6. Maintain all tools and equipment in the RIMT cache in a ready state.
  - 7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
  - 8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

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

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support of Employer for participation in RIMT activities.
4. Keep Employer advised of RIMT activities that may require time off from work.
5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.
7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

## **VI. PROCEDURES**

### **A. Activation**

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

### **B. Mobilization, Deployment and Re-deployment**

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

### **C. Management**

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

## **VII. TRAINING AND EXERCISES**

### **A. Local RIMT Sponsored Training and Exercises**

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

### **B. TFS/State Sponsored RIMT Training and Exercises**

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

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

**VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT**

**A. Reimbursement to Employer**

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

**B. Reimbursement of RIMT Member as an Individual Resource**

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

**C. Medical Care for Injury or Illness**

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

**D. Liability**

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

**E. Reimbursement Process**

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

**IX. CONDITIONS, AMENDMENTS AND TERMINATION**

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.
- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

**X. POINTS OF CONTACT**

**TFS**  
Paul Hannemann  
John B. Connally Building  
301 Tarrow, Suite 304  
College Station, TX 77840  
Tel#: 979-458-7344  
e-mail: [phannemann@tfs.tamu.edu](mailto:phannemann@tfs.tamu.edu)

**Employer**  
Sheriff Greg Hamilton  
Travis County Sheriff's Office  
PO Box 1748  
Austin, TX 78767  
Tel#: 512-854-9770

**Member**

Margaret H Seville  
Travis County Sheriff's Office  
PO Box 1748  
Austin, TX 78767  
Tel # 512-632-4189  
e-mail: meg.seville@co.travis.tx.us

**XI. ENTIRE AGREEMENT**

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

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

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

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

**TEXAS FOREST SERVICE:**

Signature: \_\_\_\_\_  
Name: Tom G. Bogus  
Title: Interim Director  
Date: \_\_\_\_\_

**PARTICIPATING AGENCY/EMPLOYER**

Signature: \_\_\_\_\_  
Name: Greg Hamilton  
Title: Sheriff  
Date: \_\_\_\_\_

**RIMT MEMBER:**

Signature: Margaret H Seville  
Name: Margaret H Seville  
Date: 03/05/2009



## ATTACHMENT A

### RIMT Code of Conduct

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

## **ATTACHMENT B**

### **RIMT Standard Pay Policy**

#### **I. Scope**

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

#### **II. Purpose**

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

#### **III. Pay Rate**

A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

#### **IV. Work Shift**

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

#### **V. Ordered Standby**

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

## ATTACHMENT C

### RIMT PAY SCHEDULE BY POSITION

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

## **ATTACHMENT D**

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

Agenda Item No. 31

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session: March 31, 2009

- I. A. Request made by: **Dana DeBeauvoir, County Clerk**  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:



**Provide information regarding the membership and agenda for the County Clerk's 2009 Election Study Group.**

Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).  
**SEE ATTACHED**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Travis County Purchasing  
ITS  
Travis County Tax Assessor-Collector  
Planning and Budget Office

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 MAR 24 AM 10:34

Last Updated 3-26-09



**DANA DeBEAUVOIR**  
Travis County Clerk

(512) 854-9188  
P. O. Box 149325, Austin, TX 78714-9325  
5501 Airport Boulevard, Austin, Texas 78751-1410  
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)  
1000 Guadalupe, Austin, Texas 78701-2328  
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)  
[www.co.travis.tx.us](http://www.co.travis.tx.us)

March 23, 2009

TO: County Commissioners Court  
FROM: Dana DeBeauvoir  
RE: Request to Place Item On Court Agenda Regarding the Membership  
and Agenda of the County Clerk's 2009 Election Study Group

The County Clerk is providing this item to update the Commissioners Court on the plans for the 2009 Election Study Group. The Study Group's first meeting will be at 2:00 p.m. on Wednesday, April 15, 2009 in the Travis County Clerk's Training Room at 5501 Airport Blvd. Attached please find a list of the committee members and an agenda that will be used for these meetings. Adjustments in the dates of future meetings may be made to accommodate the group.

Please let me know if you have any questions.

Thank you.

## Meeting Outline for Elections Study Group with Tentative Schedule

<p><b>Wednesday, April 15</b> Orientation Meeting</p>	<p>Introductions Statement from Dana DeBeauvoir Rules Agenda Resource List Update on State and Federal Legislation Elections 101: Brief review of the election process as it applies to all voting systems.</p>
<p><b>Between April 16 and April 29</b> Travis County's Current Election System</p>	<p>Group tours of Elections Division and review of the current operations.</p>
<p><b>Wednesday, May 6</b> Group Discussion of Concerns with Current Voting System</p>	<p>Groups will breakout into committees to identify concerns and report to the group.</p>
<p><b>Wednesday, May 27</b> Certification Process</p>	<p>Secretary of State's Security Standards and the Process used to Certify Election Equipment</p>
<p><b>Wednesday, June 24</b> Election Systems Review</p>	<p>DRE Systems Voter Verified Paper Audit Trail</p>
<p><b>Wednesday, July 22</b> Election Systems Review</p>	<p>Optical Scan Systems Precinct Ballot Scanners</p>
<p><b>Wednesday, August 12</b> Election Systems Review</p>	<p>Hand-counted Paper Ballots</p>
<p><b>Wednesday, September 23</b> Lessons Learned</p>	<p>Review and Discussion</p>
<p><b>Wednesday, October 7</b> Report Review</p>	<p>Draft Report Distribution for Review and Comment Recommendations</p>

2009 Elections Study Group Members

	Title	First Name	Last Name	Title	Organization	Member Category
1		Fidel	Acevedo	Representative	LULAC	Community
2		Annabelle	Arteaga	Founder, Consultant	A2 Consulting and Resources	Community
3		Stephen	Berger	President	TEM Consulting	Community
4		Charlie	Betts	Executive Director	Downtown Austin Alliance	Community
5	Hon.	Nan	Clayton	Board Member	Texas League of Women Voters	Community
6		Mistie	Davis	Executive Director	Travis County Republican Party	Community
7	Hon.	Wilhelmina	Delco	Former Legislator and Adjunct Professor		Community
8		Arthur	DiBianca	Treasurer	Travis County Libertarian Party	Community
9	Hon.	Betty	Dunkerley	Consultant	TateAustinHahn (Civic Interest)	Community
10		Jimmie Lou	Ford	Presiding Judge	Travis County Democratic Party	Community
11		Jim	Henson	Professor	Univ of Texas Dept of Gov	Community
12	Hon.	Sherri	Greenberg	Fellow	LBJ School of Public Affairs	Community
13		Bruce	Leach	Presiding Judge	Travis County Republican Party	Community
14		Nelson	Linder	President	Austin NAACP	Community
15		Ron	Lucey	Chair	Austin Mayor's Committee for People with Disabilities	Community
16		Alicia	Maldonado	Program Manager of Internet and Website Communications	Hispanic Chamber of Commerce	Community
17	Dr.	B. W.	McClendon	Pastor	St. James Baptist Church	Community
18		Jim	McNabb	Journalist		Community
19		Karen	Renick	Representative	VoteRescue	Community
20		Lorenzo	Sadun	Professor	Department of Mathematics, University of Texas	Community
21		Clint	Smith		Gray Panthers	Community
22		Veronica "Ronnye"	Stidvent	Director	Center for Politics and Governance	Community
23		Brent	Waters	Professor	Department of Computer Science, University of Texas	Community
24		Jimmy	Talarico	President	UT-Dem	Community
25		Mike	Garcia	President	UT-Rep	Community
26		Ruben	Leslie		TCDP	Community
27		Bill	Stout	Legislative Liason	Green Party of Texas	Community
28		May	Schmidt		Election Judge #1	Community
29		Kenny	Hilbig		Election Judge #2	Community
30		Jane	Keene		Early Voting Election Judge	Community
31		Jim	Parish	Businessman	Self-Employed	Community
32	Hon.	Annette	LoVoi	Board Member	Austin Independent School District	Community
33	Hon.	Gerald	Daugherty	Businessman		Community
34		Susan	DeMarco	Writer		



### Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO NOMINATE GOLFSMITH AS A TEXAS ENTERPRISE PROJECT.**

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.


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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

### Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

**RECEIVE ANNUAL REPORT FOR FISCAL YEAR 2008 FROM TRAVIS COUNTY PRETRIAL SERVICES DEPARTMENT AS REQUIRED BY TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 17.42, SECTION 6.**

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.


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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



Last Updated 3-26-09

## Travis County Pretrial Services

*a division of the Adult Probation Department*

509 West 11<sup>th</sup> Street, Room 1.800

Austin, TX 78701

512-854-9381

512-854-9018 Fax

RECEIVED  
COUNTY JUDGE'S OFFICE

09 MAR 25 PM 4:51

Irma Guerrero, Division Director

March 25, 2009

County Judge Samuel T. Biscoe  
Members of Commissioner's Court

RE: Texas Code of Criminal Procedure {Article 17.42 Section 6} Annual Report

Dear Honorable County Judge and Members of Commissioner's Court:

As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6, the Pretrial Services Department is required to submit an annual report to Commissioner's Court or to the District & County Judges with the following information no later than April 1, of each year for the preceding year. The following annual report is for fiscal year 2008.

Sincerely,

A handwritten signature in cursive script, appearing to read "Irma G. Guerrero".

Irma G. Guerrero,  
Pretrial Division Director

CC: All Criminal District Court Judges  
All Criminal County Court at Law Judges  
Dr. Geraldine Nagy, Adult Probation Director  
Rosie Ramon-Duran, Adult Probation Assistant Director

**Travis County  
Pretrial Services  
SB 15 Annual Report  
FY 2008**

As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6, this Pretrial Office is required to submit an annual report to Commissioner's Court no later than April 1 of each year for the preceding year. The following information is reported for fiscal year 2008.

1.	Operating Budget		\$3,160,604
2.	Number of positions maintained for office staff.		55.18
3.	Number of accused persons, who after review by the office, were released by the Court on personal bond.	Supervised bonds Unsupervised bonds Total	6,808 14,626 21,434
4A.	Number of persons who were convicted of the same offense or of any felony within six years preceding the date on which charges were filed in the matter pending during the person's release.	Supervised bonds Unsupervised bonds Total	2,004 917 2,921
4B.	Number of persons who failed to attend a scheduled Court appearance.	Supervised & Unsupervised (Felony & Misdemeanor B/F)	1,997 *
4C.	Number of persons for whom a warrant was issued for the person's arrest for failure to appear in accordance with the terms of the person's release.	Supervised & Unsupervised (Felony & Misdemeanor B/F)	1,997 *
4D.	Number of persons who were arrested for any other offense while on personal bond.	Supervised bonds Unsupervised bonds Total	727 1,585 2,312

All information is for October 2007 - September 2008.

\* Data for items 4B & 4C was provided to Pretrial Services by the Travis County Information and Telecommunication System (ITS) Department.

# Travis County Commissioners' Court Agenda Request

Meeting Date: MARCH 31, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. Legislation relating to environmental regulation, including House Bills 650, 721, 1909, 1920, and 2495, and Senate Bill 16.
- B. House Bill 692, relating to the jurisdiction of statutory county courts.
- C. House Bill 3158, relating to the accumulation and payment of sick leave for employees in certain sheriff's departments.
- D. LEGISLATION RELATING TO LOCAL OPTIONS FOR TRANSPORTATION FUNDING, INCLUDING HOUSE BILL 9, HOUSE BILL 1674, HOUSE BILL 3448, SENATE BILL 855 AND SENATE BILL 942.

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:**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Phone: 854-9343

Email: Alicia.Perez@co.travis.tx.us

Rodney Rhoades, Executive Manager

Planning and Budget Office

Phone: 854-9106

Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager

Emergency Medical Services

Phone: 854-4416

Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager

Transportation and Natural Resources

Phone: 854-9383

Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager

Justice and Public Safety

Phone: 854-4415

Email: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager

Health and Human Services

Phone: 854-4101

Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes

Purchasing Agent

Phone: 854-9700

Email: CYD.GRIMES@co.travis.tx.us

David Escamilla

County Attorney

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Phone: 854-9415

Email: David.Escamilla@co.travis.tx.us

Susan Spataro

County Auditor

Phone: 854-9125

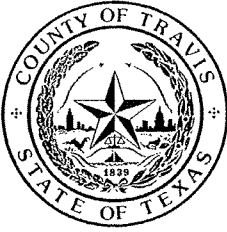
Email: Susan.Spataro@co.travis.tx.us

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

AS OF	WEEK	1	2	3	4	5	6	7	8	9	10
THURSDAY		15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar
HBs						1,221	1,448	1,846	2,480	3,623	4,708
HJR's						51	57	65	74	104	139
SBs						799	936	1,115	1,350	1,889	2,446
SJR's						23	26	26	29	31	49
<b>TOTAL BILLS</b>						2,094	2,467	3,052	3,933	5,647	7,342
<b>TRAVIS COUNTY</b>											
<b>TRACKED</b>						571	502	538	683	747	887
<b>ANALYZED</b>						220	272	300	332	375	378
<b>SUPPORT</b>						0	21	30	24	24	24
<b>OPPOSE</b>						0	9	16	11	12	12

AS OF	WEEK	11	12	13	14	15	16	17	18	19	20
THURSDAY		26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May
HBs		4,723									
HJR's		139									
SBs		2,459									
SJR's		49									
<b>TOTAL BILLS</b>		7,370									
<b>TRAVIS COUNTY</b>											
<b>TRACKED</b>		917									
<b>ANALYZED</b>		394									
<b>SUPPORT</b>		31									
<b>OPPOSE</b>		16									





# Intergovernmental Relations

**Deece Eckstein, Coordinator**

Granger Building, Suite 535

(512) 845-9754

[deece.eckstein@co.travis.tx.us](mailto:deece.eckstein@co.travis.tx.us)

## LEGISLATIVE ACTION MEMO

**TO:** Travis County Commissioners Court

**THROUGH:** Deece Eckstein, Coordinator, Intergovernmental Relations

**FROM:** Joe Gieselman, Executive Manager, Transportation and  
Natural Resources Department

**DATE:** March 26, 2009

**RE:** Agenda Item \_\_\_-A: Legislation Related to Air Quality Issues

### SUGGESTED MOTION

That the Travis County Commissioners Court go on record in support of the following principles and pieces of legislation, and direct IGR and the legislative consultants to communicate its position in the most effective manner:

- ★ Travis County supports efforts to ensure that the Texas Commission on Environmental Quality (TCEQ) has legislative authority and direction to analyze individual and cumulative effects of air emissions from proposed significant point sources when considering a permit application. Therefore, we support H.B. 721, H.B. 2495, and S.B. 16.
- ★ Travis County supports year-round restrictions on idling of motor vehicles that have a gross weight of 6,000 pounds or more. Therefore, we support H. B. 1909 and H.B. 1920.
- ★ Travis County supports efforts that would expand options for vehicle replacement and retirement under the LIRAP program and supports efforts that would reduce the required Local Initiative Project (LIP) local match. Therefore, we support H.B. 650.
- ★ Travis County supports additional state funding to non-attainment areas as identified in the FY 2010-2011 Appropriations Act.

Therefore, we support Rider 8 in Article 6 of the Senate version of the Appropriations Act.

### **Summary and IGR Recommendations**

The following summarizes legislation that has been filed as of March 13, 2009, in the 81<sup>st</sup> Legislature and the status. These bills could affect Travis County and it is recommended that Commissioners' Court support them and allow appropriate staff to testify at Legislative Committee Hearings in support of these bills.

- Travis County supports efforts to ensure that the Texas Commission on Environmental Quality (TCEQ) has legislative authority and direction to analyze individual and cumulative effects of air emissions from proposed significant point sources when considering a permit application. Analysis of ozone effects should include photochemical modeling of impacts to downwind areas under typical high ozone conditions. Facilities outside of Travis County have been shown to contribute to elevated ground-level ozone in Travis County.
- Travis County supports restrictions on idling of motor vehicles that have a gross weight of 6,000 pounds or more year round. Limiting of idling is a specific component of Austin-Round Rock-San Marcos area 8-hour Ozone Flex Plan.
- Travis County supports efforts that would expand options for vehicle replacement and retirement under the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) and supports efforts that would reduce the required Local Initiative Project (LIP) local match.
- Travis County supports additional state funding to non-attainment areas as identified in the FY 2010-2011 Appropriations Act.

TNR will monitor the following bills and brief Commissioner's Court as appropriate.

**Summary of:**

**Legislation Related to Cumulative Effects.**

**HB 721, HB 2495 and SB 16**

The House bills focus exclusively on addressing cumulative effects of air emissions and Article 12 of Senate Bill 16 addresses cumulative effects of air emissions. All would affect the consideration of pre-construction permit applications by the TCEQ. However, each bill approaches the issue differently. The attachment contrasts some important distinctions between this legislation.

Authors: HB 721 by Howard of Travis, HB 2465 by Dunnam, and SB 16 by Averitt

Status:

HB 721 – February 19, 2009 referred to House Environmental Regulation Committee

HB 2495 – March 25, 2009 public hearing by House Environmental Regulation Committee

SB 16 – Waiting on Committee Substitutes, not yet scheduled for second hearing.

**Legislation Related to Idling Restrictions**

**HB 1909 and HB 1920**

These two House bills are identical and would amend existing requirements to limit or prohibit the idling of motor vehicles that have a gross weight of 6,000 pounds or more year round, instead of the existing 14,000 pounds or more.

Authors: HB 1909 by Button, HB 1920 by Kent

Status: On March 5, 2009, both were referred to the House Environmental Regulation Committee

**Legislation Related to County funding sources for air quality programs**

HB 650 bill would make alternative fuel vehicles eligible as replacement vehicles under the LIRAP program, would increase the age of the eligible replacement vehicles, would remove the \$25,000 cap on the total cost of a replacement vehicle, would reduce the LIP local matching requirement from 50% to 25%; and allows

LIRAP funds to be used to retire a vehicle in favor of other transportation options (bicycle, scooter, public transit passes, etc.).

Author: Rodriguez

Status: On February 18, 2009, it was referred to the House Environmental Regulation Committee

SB 1, Article 6 (Natural Resources), Rider 8 (Air Quality Planning): The latest available version of the Appropriations Act for the 2010 – 2011 Biennium would increase TCEQ funding for air quality non-attainment planning and implementation functions. The latest version showed an increase to \$5.075 million from the current \$3.0 million. In part, these funds are distributed to non-attainment areas for implementation of the air quality State Implementation Plan (SIP). The increase under study is in anticipation of additional areas of the state being declared in non-attainment by USEPA in 2010. This could include the Austin metropolitan area.

Author: Ogden

Status: The Appropriation Act was referred to the Senate Finance Committee. Currently, it is undergoing a series of hearings to study each agency and article and to receive public comment.

**ATTACHMENT: Comparison of Cumulative Impact Legislation**

<b>Bill</b>	<b>Text construction</b>	<b>Effect on permit issuance</b>	<b>Scope of permitted facilities</b>	<b>Type Permit Actions</b>	<b>Distance of review</b>
<b>SB 16</b> (Article 12) by Averitt	Adds new Sec. 382.0518(c)(1)	In considering the issuance of a permit, must analyze and consider cumulative impacts	Electric generating facilities (EGF)	New and amendment permit applications along with review of existing EGF sources (but, some exemption)	As specified by TCEQ rule or 100 miles, whichever is greater
<b>HB 721</b> by Dunnam	Adds new Sec. 382.0518(b)(1)	In making finding to issue permit under (b)(2), must consider cumulative effects	Significant sources, including EGFs and other sources above a certain pollutant emission rate	New and amendment permit applications along with review of existing sources and non-operational but permitted facilities	250 kilometers downwind (approx. 155 miles)
<b>HB 2495</b> by Howard of Travis	Adds new Sec. 382.0518(b)(1)	In making finding to issue permit under (b)(2), must consider cumulative effects	Presumably any proposed facilities	A new permit application along with other new or amendment permit applications also under consideration	No distance specified

By: Howard of Travis

H.B. No. 721

A BILL TO BE ENTITLED

AN ACT

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relating to permitting procedures of the Texas Commission on Environmental Quality for control of air pollution.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 382.003, Health and Safety Code, is amended by amending Subdivisions (3-a) and (11-a) and adding Subdivisions (3-b), (4-a), (8-a), and (11-b) to read as follows:

(3-a) "Best available control technology" means an emissions limitation as defined by 40 C.F.R. Section 52.21(b)(12), as of September 1, 2009.

(3-b) "Coal" has the meaning assigned by Section 134.004, Natural Resources Code.

(4-a) "Criteria air pollutant" means one of the following air contaminants for which the United States Environmental Protection Agency sets national ambient air quality standards: ozone, carbon monoxide, particulate matter, sulfur dioxide, lead, and nitrogen dioxide.

(8-a) "Lowest achievable emission rate" means an emissions limitation as defined by 40 C.F.R. Section 51.165(a)(1)(xiii), as of July 1, 2008.

(11-a) "Significant source" means a source, including an electric generating facility, with the potential to emit a pollutant at a rate that equals or exceeds the rate provided for the pollutant by 40 C.F.R. Section 51.166(b)(23), as of September 1,

H.B. No. 721

1 2009.

2           (11-b) "Solid waste" has the meaning assigned by  
3 Section 361.003.

4           SECTION 2. Section 382.051, Health and Safety Code, is  
5 amended by adding Subsection (e) to read as follows:

6           (e) The commission shall track and publicly post on its  
7 Internet site a list of the emissions limitations for criteria air  
8 pollutants, mercury, and sulfuric acid mists that have been  
9 represented as being the best available control technology or  
10 lowest achievable emission rate in the 10 permit applications most  
11 recently determined by the commission to be administratively  
12 complete or among permits issued nationwide. The list must be  
13 organized by industry category and by type of fuel. The list shall  
14 include for each entry a description of the processes and  
15 technologies used to attain best available control technology or  
16 lowest achievable emission rate limitations. The commission shall  
17 update the list at least semiannually.

18           SECTION 3. Subchapter C, Chapter 382, Health and Safety  
19 Code, is amended by adding Sections 382.05102 and 382.05141 to read  
20 as follows:

21           Sec. 382.05102. CONSIDERATION OF MOST RECENTLY PROVEN  
22 TECHNOLOGIES. In a commission proceeding to issue or amend a permit  
23 under this chapter, the commission shall consider the emissions  
24 limitations listed in accordance with Section 382.051(e) in  
25 determining whether the permit complies with the federal best  
26 available control technology or lowest achievable emission rate  
27 requirements. The commission may require as a condition of the

H.B. No. 721

1 permit a specific process to achieve best available control  
2 technology or lowest achievable emission rate requirements.

3 Sec. 382.05141. OZONE ANALYSIS. (a) Before granting a  
4 permit or permit amendment under this subchapter for a significant  
5 source, the commission shall conduct or obtain and consider an  
6 impacts analysis, using photochemical grid modeling consistent  
7 with the United States Environmental Protection Agency's modeling  
8 protocol, of the facility's or proposed facility's effects on  
9 concentrations of ground-level ozone in areas downwind from the  
10 location of the facility or proposed facility under typical high  
11 ground-level ozone conditions for the downwind area.

12 (b) The photochemical grid modeling impacts analysis must  
13 include an area at least 250 kilometers from the significant source  
14 being considered for the permit or permit amendment.

15 (c) The commission shall:

16 (1) make the results of the impacts analysis available  
17 for public comment; and

18 (2) consider and reply to the public comments received  
19 before the commission grants a permit or permit amendment.

20 SECTION 4. Section 382.0518, Health and Safety Code, is  
21 amended by adding Subsection (b-1) to read as follows:

22 (b-1) In making its finding under Subsection (b)(2) as to  
23 whether emissions from a facility or proposed facility that is a  
24 significant source will contravene the intent of this chapter, the  
25 commission shall analyze and consider the effects on the health and  
26 physical property of this state's residents from the facility's  
27 expected air contaminant emissions and the cumulative effects of



H.B. No. 721

1 the facility's expected emissions considered together with those of  
2 other existing facilities in this state, facilities that have been  
3 issued a permit by the commission but that are not yet operational,  
4 and proposed facilities for which the commission has determined  
5 that the permit application is administratively complete. The  
6 cumulative effects analysis must include, at a minimum, the impacts  
7 analysis conducted or obtained under Section 382.05141.

8 SECTION 5. Subchapter C, Chapter 382, Health and Safety  
9 Code, is amended by adding Section 382.051801 to read as follows:

10 Sec. 382.051801. ADDITIONAL PERMIT REQUIREMENT FOR CERTAIN  
11 NEW SIGNIFICANT SOURCES. (a) In this section, "attainment area"  
12 and "nonattainment area" respectively, mean areas so designated  
13 under Section 107(d) of the federal Clean Air Act (42 U.S.C. Section  
14 7407).

15 (b) To obtain a permit under this subchapter, a new or  
16 modified significant source located in an attainment area must meet  
17 the emissions limitations and other requirements of a nonattainment  
18 area, if the source will cause or contribute to air pollution levels  
19 in excess of any national ambient air quality standard in any air  
20 quality control region in this state as identified by the United  
21 States Environmental Protection Agency.

22 SECTION 6. Section 382.055(d), Health and Safety Code, is  
23 amended to read as follows:

24 (d) In determining whether and under which conditions a  
25 preconstruction permit should be renewed, the commission shall  
26 analyze and consider, at a minimum:

27 (1) the performance of the owner or operator of the

H.B. No. 721

1 facility according to the method developed by the commission under  
2 Section 5.754, Water Code; [~~and~~]

3 (2) the condition and effectiveness of existing  
4 emission control equipment and practices; and

5 (3) if the facility is a significant source, the  
6 effects on the health and physical property of this state's  
7 residents from the facility's expected air contaminant emissions  
8 and the cumulative effects of the facility's expected emissions  
9 considered together with those of other existing facilities in this  
10 state, facilities that have been issued a permit by the commission  
11 but that are not yet operational, and proposed facilities for which  
12 the commission has determined that the permit application is  
13 administratively complete.

14 SECTION 7. The changes in law made by this Act to Chapter  
15 382, Health and Safety Code, apply only to an application for the  
16 issuance, amendment, or renewal of a permit under that chapter that  
17 is pending before, or filed with, the Texas Commission on  
18 Environmental Quality on or after January 1, 2009.

19 SECTION 8. This Act takes effect September 1, 2009.

By: Kent

H.B. No. 1920

A BILL TO BE ENTITLED

1 AN ACT

2 relating to rules of the Texas Commission on Environmental Quality  
3 related to motor vehicle idling.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 382.0191, Health and Safety Code, is  
6 amended to read as follows:

7 Sec. 382.0191. [~~IDLING OF~~] MOTOR VEHICLE IDLING; OFFENSE  
8 [~~WHILE USING SLEEPER BERTH~~]. (a) In this section, "idling" means  
9 allowing an engine to run while the motor vehicle is not engaged in  
10 forward or reverse motion.

11 (b) A rule adopted by the commission under Section 382.019  
12 that limits or prohibits the idling of motor vehicles:

13 (1) [~~The commission~~] may not prohibit or limit the  
14 idling of a motor vehicle when idling is necessary to power a heater  
15 or air conditioner while a driver is using the vehicle's sleeper  
16 berth for a government-mandated rest period;

17 (2) must apply only to vehicles with a gross vehicle  
18 weight rating of 6,000 pounds or more; and

19 (3) must be enforced year-round.

20 (b-1) For the purposes of Subsection (b)(1),  
21 idling [~~Idling~~] is not necessary to power a heater or air  
22 conditioner if the vehicle is within two miles of a facility  
23 offering external heating and air conditioning connections at a  
24 time when those connections are available.

H.B. No. 1920

1           (c) No driver using the vehicle's sleeper berth may idle the  
2 vehicle in a residential area as defined by Section 244.001, Local  
3 Government Code, or in a school zone or within 1,000 feet of a  
4 hospital or a public school during its hours of operation. An  
5 offense under this subsection shall be punishable by a fine not to  
6 exceed \$500.

7           ~~[(d) This section expires September 1, 2009.]~~

8           SECTION 2. The Texas Commission on Environmental Quality  
9 shall adopt rules that comply with Section 382.0191, Health and  
10 Safety Code, as amended by this Act, not later than January 1, 2010.

11           SECTION 3. This Act takes effect immediately if it receives  
12 a vote of two-thirds of all the members elected to each house, as  
13 provided by Section 39, Article III, Texas Constitution. If this  
14 Act does not receive the vote necessary for immediate effect, this  
15 Act takes effect September 1, 2009.

By: Rodriguez

H.B. No. 650

A BILL TO BE ENTITLED

AN ACT

1  
2 relating to the low-income vehicle repair assistance, retrofit, and  
3 accelerated vehicle retirement program.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 382.201, Health and Safety Code, is  
6 amended by adding Subdivision (1-a) to read as follows:

7 (1-a) "Alternative fuel motor vehicle" means a motor  
8 vehicle that operates on at least one alternative fuel, including:

9 (A) methanol, denatured ethanol, or another  
10 alcohol, separately or in mixtures of 85 percent or more by volume,  
11 or another percentage not less than 70 percent, as determined by  
12 United States Department of Energy rule, with gasoline or other  
13 fuels;

14 (B) compressed natural gas;

15 (C) liquefied natural gas;

16 (D) liquefied petroleum gas;

17 (E) hydrogen; and

18 (F) a rechargeable electric energy storage  
19 system.

20 SECTION 2. Sections 382.209(d), (e), (i), and (j), Health  
21 and Safety Code, are amended to read as follows:

22 (d) Subject to the availability of funds, a low-income  
23 vehicle repair assistance, retrofit, and accelerated vehicle  
24 retirement program established under this section shall provide

H.B. No. 650

1 monetary or other compensatory assistance for:

2 (1) repairs directly related to bringing certain  
3 vehicles that have failed a required emissions test into compliance  
4 with emissions requirements;

5 (2) alternative transportation options, including a  
6 replacement vehicle, after the retirement of [a replacement vehicle  
7 or replacement assistance for] a vehicle that has failed a required  
8 emissions test and for which the cost of repairs needed to bring the  
9 vehicle into compliance is uneconomical; and

10 (3) installing retrofit equipment on vehicles that  
11 have failed a required emissions test, if practically and  
12 economically feasible, in lieu of or in combination with repairs  
13 performed under Subdivision (1). The commission and the Department  
14 of Public Safety of the State of Texas shall establish standards and  
15 specifications for retrofit equipment that may be used under this  
16 section.

17 (e) A vehicle is not eligible to participate in a low-income  
18 vehicle repair assistance, retrofit, and accelerated vehicle  
19 retirement program established under this section unless:

20 (1) the vehicle is capable of being operated;

21 (2) the registration of the vehicle:

22 (A) is current; and

23 (B) reflects that the vehicle has been registered  
24 in the county implementing the program for the 12 months preceding  
25 the application for participation in the program;

26 (3) the commissioners court of the county  
27 administering the program determines that the vehicle meets the

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1 eligibility criteria adopted by the commission, the Texas  
2 Department of Transportation, and the Public Safety Commission;

3 (4) if the vehicle is to be repaired, the repair is  
4 done by a repair facility recognized by the Department of Public  
5 Safety, which may be an independent or private entity licensed by  
6 the state; and

7 (5) if the vehicle is to be retired under this  
8 subsection and Section 382.213, the replacement motor vehicle , if  
9 any, is a qualifying motor vehicle.

10 (i) Notwithstanding the vehicle retirement [~~replacement~~]  
11 requirements provided by Subsection (d)(2), the commission by rule  
12 may provide monetary or other compensatory assistance under the  
13 low-income vehicle repair assistance, retrofit, and accelerated  
14 vehicle retirement program, subject to the availability of funds,  
15 for the retirement [~~replacement~~] of a vehicle that meets the  
16 following criteria:

17 (1) the vehicle is gasoline-powered and is at least 10  
18 years old;

19 (2) the vehicle owner meets applicable financial  
20 eligibility criteria;

21 (3) the vehicle meets the requirements provided by  
22 Subsections (e)(1) and (2); and

23 (4) the vehicle has passed a Department of Public  
24 Safety motor vehicle safety inspection or safety and emissions  
25 inspection within the 15-month period before the application is  
26 submitted.

27 (j) The commission may provide monetary or other

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1 compensatory assistance under the low-income vehicle repair  
2 assistance, retrofit, and accelerated vehicle retirement program  
3 for a replacement motor vehicle or replacement assistance for a  
4 pre-1996 model year replacement motor vehicle that passes the  
5 required United States Environmental Protection Agency Start-Up  
6 Acceleration Simulation Mode Standards emissions test but that  
7 would have failed the United States Environmental Protection Agency  
8 Final Acceleration Simulation Mode Standards emissions test or  
9 failed to meet some other criterion determined by the commission;  
10 provided, however, that a replacement motor vehicle under this  
11 subsection must be a qualifying motor vehicle.

12 SECTION 3. Sections 382.210(a), (b), (d), and (e), Health  
13 and Safety Code, are amended to read as follows:

14 (a) The commission by rule shall adopt guidelines to assist  
15 a participating county in implementing a low-income vehicle repair  
16 assistance, retrofit, and accelerated vehicle retirement program  
17 authorized under Section 382.209. The guidelines at a minimum  
18 shall recommend:

19 (1) a minimum and maximum amount for repair  
20 assistance;

21 (2) a minimum and maximum amount toward the purchase  
22 price of a replacement motor vehicle qualified for the accelerated  
23 retirement program, based on vehicle type and model year, with the  
24 maximum amount not to exceed:

25 (A) \$3,000 for a replacement motor vehicle [~~car~~]  
26 of the current model year or the previous five [~~three~~] model years,  
27 except as provided by Paragraph (C);



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1 (B) \$3,000 for a replacement truck of the current  
2 model year or the previous five [~~two~~] model years, except as  
3 provided by Paragraph (C); and

4 (C) \$3,500 for a replacement alternative fuel  
5 motor vehicle or hybrid motor vehicle of the current model year or  
6 the previous five model years [~~year~~];

7 (2-a) a minimum and maximum amount of assistance, not  
8 to exceed \$3,000, for a person whose vehicle is retired under the  
9 accelerated retirement program to use for fuel-efficient or  
10 low-emissions transportation options other than a replacement  
11 motor vehicle, including:

12 (A) a bicycle, electric bicycle, or motor  
13 scooter; and

14 (B) a pass or passes for use on a public transit  
15 system;

16 (3) criteria for determining eligibility, taking into  
17 account:

18 (A) the vehicle owner's income, which may not  
19 exceed 300 percent of the federal poverty level;

20 (B) the fair market value of the vehicle; and

21 (C) any other relevant considerations;

22 (4) safeguards for preventing fraud in the repair,  
23 purchase, or sale of a vehicle in the program; and

24 (5) procedures for determining the degree and amount  
25 of repair assistance a vehicle is allowed, based on:

26 (A) the amount of money the vehicle owner has  
27 spent on repairs;

1 (B) the vehicle owner's income; and

2 (C) any other relevant factors.

3 (b) A replacement motor vehicle described by Subsection  
4 (a)(2) must:

5 (1) except as provided by Subsection (c), be a vehicle  
6 in a class or category of vehicles that has been certified to meet  
7 federal Tier 2, Bin 5 or a cleaner Bin certification under 40 C.F.R.  
8 Section 86.1811-04, as published in the February 10, 2000, Federal  
9 Register; and

10 (2) have a gross vehicle weight rating of less than  
11 10,000 pounds[ ~~and~~

12 [~~(3) be a vehicle the total cost of which does not~~  
13 ~~exceed \$25,000]~~.

14 (d) A participating county shall provide an electronic  
15 means for distributing vehicle repair or retirement [~~replacement~~]  
16 funds once all program criteria have been met with regard to the  
17 repair or retirement [~~replacement~~]. The county shall ensure that  
18 funds for repairs or motor vehicle replacement are transferred to a  
19 participating dealer under this section not later than five  
20 business days after the date the county receives proof of the sale  
21 and any required administrative documents from the participating  
22 dealer.

23 (e) In rules adopted under this section, the commission  
24 shall require a mandatory procedure that:

25 (1) produces a document confirming that a person is  
26 eligible to purchase a replacement motor vehicle in the manner  
27 provided by this chapter, and the amount of money available to the

1 participating purchaser;

2 (2) provides that a person who seeks to purchase a  
3 replacement motor vehicle in the manner provided by this chapter is  
4 required to have the document required by Subdivision (1) before  
5 the person enters into negotiation for a replacement motor vehicle  
6 in the manner provided by this chapter; and

7 (3) provides that a participating dealer who relies on  
8 a document issued as required by Subdivision (1) has no duty to  
9 otherwise confirm the eligibility of a person to purchase a  
10 replacement motor vehicle in the manner provided by this chapter.

11 SECTION 4. Sections 382.213(a), (b), and (i), Health and  
12 Safety Code, are amended to read as follows:

13 (a) Except as provided by Subsection (c) and Subdivision (5)  
14 of this subsection, a vehicle retired under an accelerated vehicle  
15 retirement program authorized by Section 382.209 may not be resold  
16 or reused in its entirety in this or another state. Subject to the  
17 provisions of Subsection (i), the automobile dealer who takes  
18 possession of the vehicle must submit to the program administrator  
19 proof, in a manner adopted by the commission, that the vehicle has  
20 been retired. The vehicle must be:

21 (1) destroyed;

22 (2) recycled;

23 (3) dismantled and its parts sold as used parts or used  
24 in the program;

25 (4) placed in a storage facility of a program  
26 established under Section 382.209 and subsequently destroyed,  
27 recycled, or dismantled and its parts sold or used in the program;

1 or

2 (5) repaired, brought into compliance, and used as a  
3 replacement motor vehicle under Section 382.209(d)(2).

4 (b) Not more than 10 percent of all vehicles eligible for  
5 retirement under this section may be used as replacement motor  
6 vehicles under Subsection (a)(5).

7 (i) Notwithstanding any other provision of this section,  
8 and except as provided by this subsection, a dealer is in compliance  
9 with this section and incurs no civil or criminal liability as a  
10 result of the disposal of a retired [~~replaced~~] vehicle if the dealer  
11 produces proof of transfer of the retired [~~replaced~~] vehicle by the  
12 dealer to a dismantler. The defense provided by this subsection is  
13 not available to a dealer who knowingly and intentionally conspires  
14 with another person to violate this section.

15 SECTION 5. Section 382.219, Health and Safety Code, is  
16 amended to read as follows:

17 Sec. 382.219. PURCHASE OF REPLACEMENT MOTOR VEHICLE;  
18 AUTOMOBILE DEALERSHIPS. (a) An amount described by Section  
19 382.210(a)(2) may be used as a down payment toward the purchase of a  
20 replacement motor vehicle.

21 (b) An automobile dealer that participates in the  
22 procedures and programs offered by this chapter must be located in  
23 the state. No dealer is required to participate in the procedures  
24 and programs provided by this chapter.

25 SECTION 6. Section 382.220(d), Health and Safety Code, is  
26 amended to read as follows:

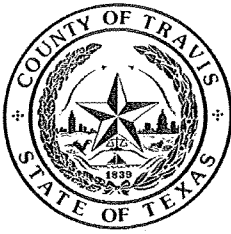
27 (d) Fees collected under Sections 382.202 and 382.302 may be

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1 used, in an amount not to exceed \$5 million per fiscal year, for  
2 projects described by Subsection (b). The fees shall be made  
3 available only to participating counties [~~participating in the~~  
4 ~~low-income vehicle repair assistance, retrofit, and accelerated~~  
5 ~~vehicle retirement programs created under Section 382.209 and only~~]  
6 on a matching basis, whereby the commission provides money to a  
7 county in the same amount that the county dedicates to a project  
8 authorized by Subsection (b). If the county is not in an area that  
9 receives federal Congestion Mitigation Air Quality funding to  
10 support projects authorized by Subsection (b), the commission shall  
11 provide three times the amount of money that the county dedicates to  
12 a project under that subsection.

13 SECTION 7. Section 382.210(f), Health and Safety Code, is  
14 repealed.

15 SECTION 8. This Act takes effect September 1, 2009.



# Intergovernmental Relations

**Deece Eckstein, Coordinator**

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(512) 845-9754

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## LEGISLATIVE ACTION MEMO

**TO:** Travis County Commissioners Court

**FROM:** Deece Eckstein, Coordinator, Intergovernmental Relations

**DATE:** Tuesday, March 31, 2009

**RE:** Agenda Item \_\_\_\_\_-B: HB 692, relating to the jurisdiction of statutory county courts.

### **SUGGESTED MOTION**

That the Travis County Commissioners Court go on record in opposition to House Bill 692 *as filed*, and direct IGR and the legislative consultants to communicate its concerns in an effective manner.

### **Summary and IGR Coordinator Recommendation**

House Bill 692 by Solomons (R-Carrollton) broadens the jurisdiction of county courts at law to include state jail felonies. Our district and county court at law judges who specialize in criminal cases believe the bill causes significant problems, and recommend that the County oppose the bill in its current form and seek amendments to it. IGR recommends that the Court express its concerns in a letter to the author of the legislation, and direct IGR and the legislative consultants to work with legislators to improve the bill.

## **Background**

Currently, county courts at law share jurisdiction over misdemeanor claims with justices of the peace, and have exclusive jurisdiction over misdemeanors where the fine could exceed \$500. Juries in misdemeanor cases are composed of six people. The County Attorney prosecutes cases in front of the county courts at law.

District courts have jurisdiction over all felony cases. Juries in felony cases are composed of 12 people, and the cases are prosecuted by the District Attorney and her staff.

State jail felonies are a class of less serious offenses, such as drug possession offenses or non-violent property crimes. This bill would extend jurisdiction over state jail felonies to the county courts at law.

Assigning jurisdiction over these cases to county courts at law will cause significant confusion. The specific concerns are set forth in the attached memo from County Court at Law Judge Alfonso Charles to Representative Bryan Hughes.

## **Budgetary Impact**

The LBB estimates that the bill would not materially increase the number of state jail felony cases on the courts' dockets. However, adaptation to the new requirements of the law (e.g., having to provide seating for 12 jurors instead of six) could require some capital expenditures.

## **Attachments**

1. Judge Alfonso Charles, memo regarding concerns with H.B. 692, March 23, 2009.

2. Document showing types of felonies and misdemeanors and the sanctions available. Provided by Roger Jefferies and Kimberly Pierce in JPS, March 26, 2009.
3. House Bill 692, by Solomons, 81<sup>st</sup> Texas Legislature.
4. Legislative Budget Board, Fiscal Note, H.B. 692, 81<sup>st</sup> Legislature, March 22, 2009.



## ***MEMO***

**TO: Rep. Bryan Hughes**

**FROM: Judge Alfonso Charles**

**DATE: March 23, 2009**

**RE: HB 692**

### **COMMENTS:**

Here are some issues to consider in conferring State Jail Felony Jurisdiction to all Statutory County Courts at Law that have misdemeanor jurisdiction.

#### **Jury issues:**

A State Jail felony requires a jury of twelve (12). Most County Court at Law Courtrooms are designed solely for a jury of six (6). Conversion to allow for expanded jury panels and juries would cause a great expense to many counties.

#### **Increased Caseloads:**

Adding State Jail Felony Jurisdiction to Statutory County Courts at Law would increase their existing caseload. Estimates indicate that increases of over **1,000 cases per month** could be added to the dockets of the County Courts at Law several counties, including Bexar, Dallas, and Harris Counties. While the numbers would be less in the smaller counties, the impact would be the same. Many of the County Courts at a Law in the smaller counties already have full dockets with their misdemeanor cases, family law, probate and civil cases. The addition of State Jail Felonies would clog their dockets.

#### **Prosecutor Issues:**

The increased jurisdiction would create prosecutor issues in counties that have both a County Attorney and District Attorney. In counties with a County Attorney, that individual is the prosecutor in the County Courts at Law, not the District Attorney. However, County Attorneys do not have jurisdiction of felony matters. This could create issues in small and large counties, such as Travis and Williamson counties.

#### **Grand Jury:**

For the same reason listed above. State Jail felony cases need an indictment to be prosecuted. The District Attorney, not the County Attorney, controls the grand jury. Therefore, there would be issues on how these cases would get indicted and how they would get to the County Courts at Law.

**Clerk Issues:**

The County Clerk is generally the clerk for the County Courts at Law. Felony cases are with the District Clerk. Who would be the clerk on these cases?

**Other:**

The Texas Association of County Court's at Law does not take a formal position on this bill. However, there are many issues of concern with this bill and the effect it could have on several counties.

We understand the Rep. Solomons would not be opposed to this being a local bill as to Denton County only. Our association would support that. If other counties want to add that jurisdiction, they could do so. But it should not be forced on all County Courts at Law statewide.

Please let me know if you have any questions.

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**Alfonso Charles, Judge  
County Court at Law 2**

# PUNISHMENT RANGES

<p><b>CAPITAL FELONY</b></p> <ul style="list-style-type: none"> <li>• death or life imprisonment</li> </ul>	<p><b>COMMUNITY SUPERVISION (CS)</b></p> <p>Ineligible for CS</p>
<p><b>FIRST DEGREE FELONY</b></p> <ul style="list-style-type: none"> <li>• confinement for life or a term from 5 to 99 years in prison; and</li> <li>• an optional fine not to exceed \$10,000</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 10 years of deferred adjudication CS</li> <li>• From 5-10 years of postconviction CS</li> <li>• Minimum 5 years CS for certain sex offenses (CCP 42.12, §13B(b))</li> <li>• Up to 180 days in county jail as condition</li> </ul>
<p><b>SECOND DEGREE FELONY</b></p> <ul style="list-style-type: none"> <li>• confinement for a term from 2 to 20 years in prison; and</li> <li>• an optional fine not to exceed \$10,000</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 10 years of deferred adjudication CS</li> <li>• From 2-10 years of postconviction CS</li> <li>• Minimum 5 years CS for certain sex offenses (CCP 42.12, §13B(b))</li> <li>• Up to 180 days in county jail as condition</li> </ul>
<p><b>THIRD DEGREE FELONY</b></p> <ul style="list-style-type: none"> <li>• confinement for a term from 2 to 10 years in prison; and</li> <li>• an optional fine not to exceed \$10,000</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 10 years of deferred adjudication CS</li> <li>• From 2-10 years of postconviction CS</li> <li>• Minimum 5 years CS for certain sex offenses (CCP 42.12, §13B(b))</li> <li>• For drug and Tide 7 offense after 8/31/07 (other than §33.021), initially from 2-5 years of postconviction CS (up to 10 years with extension)</li> <li>• Up to 180 days in county jail as condition</li> </ul>
<p><b>STATE JAIL FELONY</b></p> <ul style="list-style-type: none"> <li>• confinement for a term from 180 days to 2 years in a state jail; and</li> <li>• an optional fine not to exceed \$10,000, or</li> <li>• Class A misdemeanor punishment under TEX. PEN. CODE §12.44(a) (felony conviction) or §12.44(b) (misdemeanor conviction), but only if prosecutor consents</li> </ul> <p>Mandatory postconviction CS if:</p> <ul style="list-style-type: none"> <li>• drug possession (not delivery);</li> <li>• ≤5 abuse units if LSD;</li> <li>• ≤1 lb. if marihuana;</li> <li>• no prior felony conviction, other than under §12.44(a) (for offense after 8/31/07)</li> </ul> <p><b>Note:</b> Upon violation of deferred adjudication for offense committed after 8/31/07, judge no longer must place defendant on postconviction CS. Judge may impose direct sentence or new CS.</p>	<ul style="list-style-type: none"> <li>• Up to 10 years of deferred adjudication CS</li> <li>• Initially from 2-5 years of postconviction CS (up to 10 years with extension)</li> <li>• Up to 180 days in county jail as condition</li> <li>• From 90-180 days in state jail as condition</li> <li>• From 90-365 days in state jail as condition if offense is delivery of marihuana or penalty group 1, 1A, or 2 controlled substance</li> <li>• Also, 90-180 days in state jail as a condition following violation of condition of supervision</li> </ul>
<p><b>CLASS A MISDEMEANOR</b></p> <ul style="list-style-type: none"> <li>• confinement for term not to exceed 1 year in county jail; and/or maximum \$4,000 fine</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 2 years of CS or 3 years with extension, (min. 1 yr. for BMV 2nd after 8/31/07)</li> </ul>
<p><b>CLASS B MISDEMEANOR</b></p> <ul style="list-style-type: none"> <li>• confinement for term not to exceed 180 days in county jail; and/or maximum \$2,000 fine</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 2 years of CS or 3 years with extension</li> </ul>
<p><b>CLASS C MISDEMEANOR</b></p> <ul style="list-style-type: none"> <li>• no confinement</li> <li>• a fine not to exceed \$500 (up to 180 days of deferred disposition)</li> </ul>	<p align="center">© 2007 TDCAA. All rights reserved. Unauthorized copying strictly prohibited.</p>

<p><b>NO DEFERRED ADJUDICATION</b> Art. 42.12, §5(d), CCP</p> <ul style="list-style-type: none"> <li>• intoxication offenses (DWI w/child only if offense after 8/31/07)</li> <li>• agg. sex. assault w/enhancing facts, continuous sexual abuse of child, repeat sex offender (offense after 8/31/07)</li> <li>• indecency with a child, sexual assault, agg. sexual assault, if defendant has previously been placed on CS for one of those offenses</li> <li>• second conviction for drug offense w/drug-free zone finding</li> </ul> <p><b>Note:</b> No early termination of CS (deferred or postconviction) for registered sex offender if placed on CS after 8/31/99.</p>	<p align="center"><b>NO POSTCONVICTION CS</b></p> <p><b>From judge (CCP art. 42.12, §3g):</b></p> <ul style="list-style-type: none"> <li>• any felony if sentence exceeds 10 years</li> <li>• aggravated kidnapping</li> <li>• aggravated robbery</li> <li>• aggravated sexual assault</li> <li>• indecency with child (contact) (offense after 8/31/93)</li> <li>• murder (offense after 8/31/93)</li> <li>• sexual assault of a child (offense after 8/31/95)</li> <li>• sexual assault of an adult (offense after 8/31/99)</li> <li>• injury to a child—1st degree (offense after 8/31/07)</li> <li>• sexual performance by a child (offense after 8/31/07)</li> <li>• any felony with affirmative DW finding</li> </ul> <p><b>From jury (CCP art. 42.12, §4):</b></p> <ul style="list-style-type: none"> <li>• any offense if prior felony conviction</li> <li>• murder (offense after 8/31/07)</li> <li>• sexual performance by a child (offense after 8/31/07)</li> <li>• sex offenses after 8/31/07 with victim under 14 (indecency w/child by contact, agg. sexual assault, sexual assault, agg. kidnapping w/sexual intent)</li> </ul>	<p align="center"><b>PAROLE ELIGIBILITY</b></p> <ul style="list-style-type: none"> <li>• No parole for capital felony (offense after 8/31/05), agg. sex. assault of child w/enhancing facts, or continuous sexual abuse of child</li> <li>• 40 yr. minimum, without good conduct credit, for capital murder (offense 9/1/93-8/31/05)</li> <li>• 35 yr. minimum, without good conduct credit, for repeat sex offender</li> <li>• 50%, without good conduct credit, or max. 30 yrs. for offenses listed under CCP art. 42.12, §3g or any felony w/affirmative DW finding</li> <li>• 25%, including good conduct credit, for offenses not listed under CCP art. 42.12, §3g</li> </ul>
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<p><b>FELONY ENHANCEMENTS</b></p> <p>1 prior non-SJF felony conviction</p> <p>3rd degree . . . . . 2nd degree</p> <p>2nd degree . . . . . 1st degree</p> <p>1st degree . . . . . 15-99 or life/\$10k</p> <p>2 prior sequential non-SJF felony convictions</p> <p>1st, 2nd, or 3rd degree . . . . . 25-99 or life</p> <p>1 prior Class A or felony conviction</p> <p>Class A . 90 days - 1 yr and/or max. \$4,000 fine</p> <p>1 prior Class A, B, or felony conviction</p> <p>Class B . 30-180 days and/or max. \$2,000 fine</p>	<p><b>SJF ENHANCEMENTS</b></p> <p>DW finding; prior felony with DW finding; CCP art. 42.12, §3g conviction; or PC §21.02 conviction</p> <p>SJF . . . . . 3rd degree</p> <p>2 prior final SJF convictions</p> <p>SJF . . . . . 3rd degree</p> <p>DW finding or prior 3g conviction or DW finding and one prior felony conviction</p> <p>SJF . . . . . 2nd degree</p> <p>2 prior final felony convictions (in sequence)</p> <p>SJF . . . . . 2nd degree</p>	<p><b>SEX OFFENDER ENHANCEMENTS</b></p> <p>Repeat sex offender</p> <p>1st or 2nd degree . . . . . life</p> <p>(See PC §12.42(c)(2) for list of eligible offenses; deferred adjudication = conviction.)</p> <p>Repeat continuous sexual abuse of child</p> <p>25-99 or life . . . . . life (offense after 8/31/07)</p> <p>Repeat agg. sexual assault w/enhancing facts</p> <p>25-99 or life . . . . . capital felony (offense after 8/31/07)</p>
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By: Solomons

H.B. No. 692

A BILL TO BE ENTITLED

AN ACT

relating to the jurisdiction of statutory county courts.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 4.07, Code of Criminal Procedure, is amended to read as follows:

Art. 4.07. JURISDICTION OF COUNTY COURTS. (a) The county courts shall have original jurisdiction of all misdemeanors of which exclusive original jurisdiction is not given to the justice court, and when the fine to be imposed shall exceed five hundred dollars.

(b) In addition to other jurisdiction provided by law, a statutory county court exercising original or concurrent jurisdiction over any type of misdemeanor case has concurrent jurisdiction with the district court in state jail felony cases.

SECTION 2. Section 25.0003, Government Code, is amended by adding Subsection (g) to read as follows:

(g) In addition to other jurisdiction provided by law, a statutory county court exercising original or concurrent jurisdiction over any type of misdemeanor case has concurrent jurisdiction with the district court in state jail felony cases.

Notwithstanding Section 25.0001(a), this subsection prevails over any other law regarding the jurisdiction of statutory county courts.

SECTION 3. The change in law made by this Act applies only

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1 to a criminal action filed on or after the effective date of this  
2 Act. A criminal action filed before the effective date of this Act  
3 is covered by the law in effect when the action was filed, and the  
4 former law is continued in effect for that purpose.

5 SECTION 4. This Act takes effect September 1, 2009.

**LEGISLATIVE BUDGET BOARD**

**Austin, Texas**

**FISCAL NOTE, 81ST LEGISLATIVE REGULAR SESSION**

**March 22, 2009**

**TO:** Honorable Todd Hunter, Chair, House Committee on Judiciary & Civil Jurisprudence

**FROM:** John S. O'Brien, Director, Legislative Budget Board

**IN RE: HB692** by Solomons (Relating to the jurisdiction of statutory county courts.), **As Introduced**

**No significant fiscal implication to the State is anticipated.**

The bill would amend the Code of Criminal Procedure relating to the jurisdiction of statutory county courts. The bill would result in a redistribution of some state jail felony criminal cases from the district courts to the statutory county courts, but it would not result in an increase in the number of state jail felony cases. To the extent the bill would expand jurisdiction of statutory county courts, it is expected the current judicial system would be able to handle this redistribution of cases without significantly decreasing judicial workloads in district courts. Accordingly, no significant fiscal implication to the State is anticipated. The bill would take effect September 1, 2009.

**Local Government Impact**

The bill would result in a redistribution of some state jail felony criminal cases from the district courts to the statutory county courts, but it would not result in an increase in the number of state jail felony cases. To the extent the bill would expand jurisdiction of statutory county courts, it is expected the current judicial system would be able to handle this redistribution of cases without significantly increasing judicial workloads in statutory county courts. Accordingly, no significant fiscal implication to units of local government is anticipated.

**Source Agencies:** 212 Office of Court Administration, Texas Judicial Council, 696 Department of Criminal Justice

**LBB Staff:** JOB, TP, TB

### Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

**RECEIVE BRIEFING FROM SECURITY COMMITTEE, INCLUDING REQUEST FROM ANOTHER GOVERNMENTAL ENTITY, AND TAKE APPROPRIATE ACTION.**

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.


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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



40

**Travis County Commissioners Court Agenda Request**

Voting Session 03/31/09  
(Date)

Working Session 03/31/09  
(Date)



I. A. Request made by: COUNTY ATTORNEY Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING CAUSE NO. D-1-GN-09-0005000; J. ADAN BALLESTEROS VS. TRAVIS COUNTY TEXAS AND BOB VANN; IN THE 250<sup>TH</sup> DISTRICT COURT OF TRAVIS COUNTY, TEXAS AND/OR TAKE APPROPRIATE ACTION REGARDING OUTSIDE COUNSEL REPRESENTATION ISSUES. EXECUTIVE SESSION. ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A)**

C. Approved by:  
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Dan Mansour, Risk Manager 854-9165

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

- 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 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, March 31, 2009 Work Session \_\_\_\_\_  
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of March 10, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

## MINUTES OF MEETING MARCH 10, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 10<sup>th</sup> day of March 2009, the Commissioners' Court convened the Voting Session at 9:12 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 10:01 AM.

The Commissioners Court reconvened the Voting Session at 11:40 AM.

The Commissioners Court recessed the Voting Session at 12:23 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:50 PM and adjourned at 1:50 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:50 PM and adjourned at 1:53 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation; the Capital Industrial Development Corporation; the Capital Health Facilities Development Corporation; the Travis County Development Authority; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:54 PM and adjourned at 1:54 PM.

The Commissioners Court reconvened the Voting Session at 1:55 PM.

The Commissioners Court retired to Executive Session at 1:55 PM.

The Commissioners Court reconvened the Voting Session at 4:15 PM.

The Commissioners Court adjourned the Voting Session at 4:21 PM.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

### CITIZENS COMMUNICATION

**Members of the Court heard from:** Maurice Priest, Travis County Resident; Gus Peña, Travis County Resident; Ms. Phillip A. Dick, Travis County Resident; Jimmy Castro, Travis County Resident; Ronnie Gjemre, Travis County Resident. (9:13 AM)

### CONSENT ITEMS

**Members of the Court heard from:** Christopher Gilmore, Assistant County Attorney.

**Motion by** Commissioner Gómez **and seconded by** Judge Biscoe to approve the following Consent Items: C1-C2 and Items 2, 3, 4.A&B, 6, 7.A&B, 8, 9, 10, 11, 12, 13, 16, 17.A&B, 18, 19, 20, and 21. (9:29 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF FEBRUARY 24, 2009.

### SPECIAL ITEMS

- 1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:35 AM)

**Members of the Court heard from:** Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; and Hershel Lee, Interim Fire Marshal.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we, basically, approve another prohibition against outdoor burning.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 1 to be reposted on March 17, 2009.

## ADMINISTRATIVE OPERATIONS ITEMS

2. 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 \$949,895.88 FOR THE PERIOD OF FEBRUARY 20 TO 26, 2009. (9:29 AM)

**Clerk's Note:** Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:29 AM)

**Clerk's Note:** Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### **REVISED LANGUAGE:**

4. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING **NON-ROUTINE PERSONNEL AMENDMENTS:** (9:29 AM)
  - A. REQUEST FROM TAX OFFICE FOR AN EXCEPTION TO TRAVIS COUNTY CODE CHAPTER 10.03008, PROMOTION; AND
  - B. REQUEST FROM FACILITIES MANAGEMENT FOR AN EXCEPTION TO TRAVIS COUNTY CODE CHAPTER 10.03009, VOLUNTARY JOB CHANGE.

**Clerk's Note:** Items 4.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## PURCHASING OFFICE ITEMS

5. APPROVE TERMINATION OF CONTRACT NO. 08T00265NB, AMERICAN SAFETY UTILITY CORPORATION, FOR SAFETY SUPPLIES. (9:12 AM)

Item 5 pulled from the Agenda.

6. APPROVE CONTRACT AWARD FOR ASPHALT BASED PAVEMENT CRACK SEALANT, IFB NO. B090163LD, TO THE LOW BIDDER, CRAFCO TEXAS, INC. (9:29 AM)

**Clerk's Note:** Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7.
  - A. APPROVE AUTHORIZATION TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, HDR ENGINEERING, INC., RFQ NO. Q090072LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY BRIDGES PROJECT, KIMBRO/PARSONS BRIDGE DESIGN;
  - B. APPROVE AUTHORIZATION TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, AECOM, RFQ NO. Q090072LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY BRIDGES PROJECT, JESSE BOHLS REPLACEMENT DESIGN. (9:29 AM)

**Clerk's Note:** Items 7.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE MODIFICATION NO. 2 FOR TERMINATION OF CONTRACT NO. PS070284VR, THE ABUNDANT LIFE NETWORK, FOR TRANSITIONAL HOUSING AND RELATED SERVICES. (9:29 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE CONTRACT NO. PS090015VR, FAMILY CONNECTIONS, FOR PARENT COACHING AND ASSESSMENT SERVICES FOR THE FAMILY DRUG TREATMENT COURT PROGRAM. (9:29 AM)

**Clerk's Note:** Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE CONTRACT NO. PS090013VR, HAROLD D. SCOTT, MD., FOR PSYCHOLOGICAL AND PSYCHIATRIC SERVICES. (9:29 AM)

**Clerk's Note:** Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE CONTRACT NO. PS0900161JT WITH URBAN DESIGN GROUP FOR PLANNING PHASE CONSULTING SERVICES FOR THE TRAVIS COUNTY NORTH CAMPUS (AIRPORT BOULEVARD). (9:29 AM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. AUTHORIZE THE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH THE HIGHEST RANKED FIRM BROADDUS AND ASSOCIATES, IN REFERENCE TO REQUEST FOR QUALIFICATIONS (RFQ) NO. Q090041RV, TRAVIS COUNTY CENTRAL CAMPUS STUDY FOR A STRATEGIC NEEDS ANALYSIS AND FACILITIES MASTER PLAN. (9:29 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## **TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS**

13. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR BRIARCREEK SECTION FIVE, A SUBDIVISION IN PRECINCT ONE. (COMMISSIONER DAVIS) (9:29 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 14. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT THREE: CREEKS EDGE PRELIMINARY PLAN (33 TOTAL LOTS). (COMMISSIONER HUBER) (9:41 AM)

**Members of the Court heard from:** Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to approve Item 14.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 15. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A JOINT USE ACKNOWLEDGMENT WITH KOCH PIPE LINE COMPANY, L.P. TO FACILITATE THE CONSTRUCTION OF A 2005 BOND PROGRAM PROJECT TO EXTEND PARMER LANE FROM US 290 TO STATE HIGHWAY 130, IN PRECINCT ONE. (10:01 AM)

**Members of the Court heard from:** John Hille, Assistant County Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 15.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



## PLANNING AND BUDGET DEPT. ITEMS

16. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:29 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted that the fee for consulting in Item 16 is to cover the scope of service needed to cover pre- and post-meeting work involved with the ad hoc compensation committee.

17. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:29 AM)

- A. NEW GRANT APPLICATION WITH THE U.S. DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE TO BEGIN THE JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM, AN ENHANCEMENT TO THE MENTAL HEALTH PUBLIC DEFENDER OFFICE; AND
- B. NEW GRANT APPLICATION WITH THE BUREAU OF JUSTICE ASSISTANCE FOR THE JUVENILE PROBATION DEPARTMENT TO ENHANCE COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCES (COPE) MENTAL HEALTH COURT.

**Clerk's Note:** Items 17.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FISCAL YEAR 2009 CERTIFICATES OF OBLIGATION. (9:29 AM)

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted that the FY '09 Certificates of Obligation (CO's) will total \$15.7M.

**OTHER ITEMS**

19. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:29 AM)

**Clerk's Note:** Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2008 FROM THE TRAVIS COUNTY SHERIFF'S OFFICE. (9:29 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2008 FROM TRAVIS COUNTY CONSTABLE PRECINCT ONE. (9:29 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON MANAGEMENT REPRESENTATION LETTER TO BE PROVIDED TO DELOITTE & TOUCHE, LLP REGARDING FISCAL YEAR 2008 COUNTYWIDE ANNUAL FINANCIAL AUDIT. (9:51 AM)

**Members of the Court heard from:** Susan Spataro, Travis County Auditor.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 22.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**AT 11:00 A.M.**

23. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:40 AM)
- A. ADDITIONS, DELETIONS OR MODIFICATIONS TO THE LEGISLATIVE PRIORITIES ADOPTED BY THE COMMISSIONERS COURT;
  - B. LEGISLATION RELATING TO HEALTH BENEFITS COVERAGE PROVIDED TO PERSONS WHO RETIRE EARLY FROM EMPLOYMENT BY CERTAIN COUNTIES OR MUNICIPALITIES;
  - C. LEGISLATION RELATING TO COURT COSTS AND FEE INCREASES, INCLUDING: HOUSE BILLS 79, 286, 363, 400, 572, 579, 588, 666, 755, 985, 1212, 1260, 1284, 1531, 1753, 1860, 2008; AND SENATE BILLS 82, 409, 919, 934, 950, 1087 AND 1120;
  - D. TRAVIS COUNTY PRINCIPLES REGARDING, AND SPECIFIC ACTION ON LEGISLATION RELATING TO:
    - 1. APPRAISAL REFORM (INCLUDING HOUSE BILLS 2, 133, 134, 1038; HOUSE JOINT RESOLUTIONS 22, 36; AND SENATE BILLS 678, 721 AND 771);
    - 2. APPRAISAL CAPS (INCLUDING HOUSE BILLS 17, 46, 127, 700, 701, 711, 1018, 1092, 1575; HOUSE JOINT RESOLUTIONS 12, 15, 21, 42, 43, 44, 51, 55; SENATE BILLS 218, 299, 700; AND SENATE JOINT RESOLUTIONS 10 AND 13);
    - 3. REVENUE CAPS (INCLUDING HOUSE BILL 1576 AND SENATE BILL 402); AND
    - 4. TAX ABATEMENTS (INCLUDING HOUSE BILLS 88, 703, 773, AND 1127); AND
  - E. HOUSE BILL 561 - RELATING TO THE AUTHORITY OF COUNTY AUDITORS WITH RESPECT TO COMPUTER SOFTWARE AND DATA OF OTHER LOCAL OFFICERS OR DEPARTMENTS.

**Clerk's Note:** Items 23.A-E are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer (IGR); Susan Spataro, Travis County Auditor; Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); April Bacon, Assistant County Auditor; Barbara Wilson, Assistant County Attorney; and Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

**ITEM 23 CONTINUED**

**Clerk's Note:** The Court discussed legislation relating to creating a presiding Criminal Court Judge in Travis County.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to advocate for the creation of the title but not for the funding due to the economic circumstances.

<b>Motion failed:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	no

**Clerk's Note:** The County Judge noted that for the Commissioners Court to support a specific bill at the legislature there must be a minimum of 4 votes. The above Motion failed, as there were only 3 votes in support.

**Motion by** Commissioner Gómez **and seconded by** Judge Biscoe to approve the title and the pay. That would be true equity for the position in terms of what other judges are doing with presiding judges.

<b>Motion failed:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	no
	Precinct 3, Commissioner Karen Huber	no
	Precinct 4, Commissioner Margaret J. Gómez	yes

## ITEM 23 CONTINUED

**Clerk's Note:** The Court discussed legislation relating to health benefits coverage provided to persons who retire early from employment by certain counties or municipalities.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Gómez that we support the language as defined; the comparable coverage, as well as the language regarding an alternative and the ability to access our current plan, which is in accord with our previous decision to support options for early retirees.

**An Addition to the previous Motion was made by** Commissioner Eckhardt that we support the filing of whatever is a ready bill and work toward inclusion of a definition of "comparable coverage" in whatever is filed.

**A Clarification of the previous Motion was made by** Judge Biscoe that we try to get the language in, but, if to get a timely filing, we have to go without it, then we go without it and try to get it in later, if possible, but if we end up fighting and the language becomes do or die for some governmental entities that we need, then we look at doing a policy where we provide definitions to govern how we implement the statute in Travis County.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed legislation related to appraisal reform, appraisal caps, and revenue caps.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Gómez that we have stated opposition to Senate Bills 700, 402, and 15, and House Bill 1576.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## ITEM 23 CONTINUED

**Clerk's Note:** The Court discussed adopting principles recommended by Staff to support more transparent, user-friendly, and efficient homestead appraisal processes in relation to the appraisal reform bills that have been filed.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve the principles as stated.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge noted that these principles were set out in the March 5, 2009 memo.

**Clerk's Note:** The Court discussed methods of communicating the position Travis County takes on specific legislation to the 81<sup>st</sup> Legislature.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that for any bills we have supported by a vote of 4-1 or 5-0, officials, employees of Travis County are authorized to indicate that to the legislature - any person, any legislator, committee, etc. The Court directs IGR and the legislative consultants to communicate both Travis County's general principle and its positions on specific legislation to the 81<sup>st</sup> Legislature.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM 23 CONTINUED**

**Clerk's Note:** The Court discussed legislation relating to the authority of county auditors with respect to computer software and data of other local officers or departments.

**Motion by** Commissioner Gómez **and seconded by** Judge Biscoe that we oppose HB 561.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 23.C discussion only. No formal action taken.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM DANIEL KALLICK TO WAIVE PENALTY AND INTEREST ON TAXES DUE. (JUDGE BISCOE) (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

Item 24 postponed until March 17, 2009.

## EXECUTIVE SESSION ITEMS

- 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

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.

### AT 2:30 P.M. OR UPON ADJOURNMENT OR RECESS OF THE COMMISSIONERS COURT

25. CONDUCT HEARING AND TAKE APPROPRIATE ACTION ON APPEAL FROM DECEMBER 15, 2008 TRAVIS COUNTY GRIEVANCE PANEL DECISION IN GERALD SIEM V. TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K).  
<sup>1 AND 3</sup> (1:55 PM) (4:16 PM)

**Clerk's Note:** Judge Biscoe announced that Items 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Gómez that we uphold the judgment of the Grievance Panel.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge indicated the Commissioners Court's intention to have the recommendations from the panel on the Commissioners Court Agenda at some date in the future for consideration.



26. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY REGARDING OFFICE OF PARENTAL REPRESENTATION AND OFFICE OF CHILD REPRESENTATION AND TAKE APPROPRIATE ACTION. <sup>1</sup> (10:01 AM) (4:16 PM)

**Clerk's Note:** Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by** Commissioner Eckhardt that we ask the County Judge and Commissioner Eckhardt, two members of the committee that set up these offices, to check with the rest of the committee members, specifically, The Honorable W. Jeanne Meurer, Judge, 98<sup>th</sup> District and The Honorable Darlene Byrne, Judge, 126<sup>th</sup> District, about the legal briefing that we received, and decide how we should proceed. We will report back to the Court about what they think the appropriate actions are.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

27. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. ROLAND AND MARY ANNE PELOZA (SANDHYA AND HARSH ZADOO RESALE DEED). <sup>1</sup> (10:01 AM) (4:17 PM)

**Clerk's Note:** Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by** Commissioner Gómez that we authorize the County Judge to sign the prepared tax resale deed to Sandhya and Harsh Zadoo, who have paid Travis County the sum of \$4,200.00 in cash.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 28. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN SETTLEMENT OFFER ON ATTORNEY'S FEES; IN RELIABLE CONSULTANTS, INC., D/B/A DREAMERS V. RONNIE EARLE, ET AL NO. A-0-CA-086-LY. <sup>1</sup> (10:01 AM) (4:18 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

No action required on Item 28.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION ON THE POSSIBLE DISPOSITION OF 0.733 ACRES (31,949 SQUARE FEET) OF UNUSED, EXCESS RIGHT-OF-WAY ADJACENT TO THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4 FIRE STATION ON HUNTERS BEND ROAD, AS REQUESTED BY THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4. (COMMISSIONER DAVIS) <sup>1 AND 2</sup> (10:01 AM) (1:55 PM) (4:18 PM)

**Clerk's Note:** Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we authorize County Staff to proceed with this matter, to follow the steps that they outlined for us; and to indicate that Commissioner Davis will be the Commissioner for the sale of this property; and if, after we communicate that to Commissioner Davis, if he has other plans, we will put that back on the Court's agenda.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 30. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL APPROXIMATELY 18.5 ACRES OF LAND LOCATED NEAR STATE HIGHWAY 130 AND U.S. HIGHWAY 71 EAST, FOR INCLUSION IN THE ONION CREEK OPEN SPACE PROJECT. <sup>1 AND 2</sup> (10:01 AM) (1:55 PM) (4:19 PM)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we accept the offer to sell this property to the County for the sum of \$90,000.00.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 31. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SECURITY IMPROVEMENTS TO THE TRAVIS COUNTY ADMINISTRATION BUILDING. (COMMISSIONER ECKHARDT) <sup>4</sup> (10:01 AM) (1:55 PM) (4:19 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.076, Security.

Discussion only. No formal action taken.

Item 31 to be reposted on March 31, 2009.

- 32. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN. <sup>1 AND 2</sup> (10:01 AM) (4:20 PM)

**Clerk's Note:** Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 32 to be reposted on when ready.

- 33. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND OUTSIDE COUNSEL, RENEA HICKS, ESQ. AND TAKE APPROPRIATE ACTION REGARDING NORTHWEST AUSTIN M.U.D. V. HOLDER IN THE SUPREME COURT OF THE UNITED STATES. <sup>1</sup> (10:01 AM) (4:20 PM)

**Clerk's Note:** Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

No action required on Item 33.

- 34. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING NEW LEASES BETWEEN TRAVIS COUNTY AND THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR COUNTY OWNED CLINICS. <sup>1 AND 2</sup> (10:01 AM) (4:21 PM)

**Clerk's Note:** Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Huber** to approve the proposed leases.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 35. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. <sup>1</sup> (10:01 AM) (4:21 PM)

**Clerk's Note:** Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 35 to be reposted on March 24, 2009.

- 36. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CONTRACT WITH THE STAR OF TEXAS FAIR AND RODEO, INCLUDING CERTAIN SIGNAGE PLACED IN THE LUEDECKE ARENA AT TRAVIS COUNTY EXPOSITION CENTER. <sup>1</sup> (10:01 AM)

**Clerk's Note:** Judge Biscoe announced that Item 36 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.

Item 36 was pulled from the Agenda.

**ADDED ITEMS**

- A.1 CONSIDER AND TAKE APPROPRIATE ACTION TO ACCEPT SIGN CHANGES AT COUNTY COMMUNITY HEALTH CENTER SITES OPERATED BY CENTRAL TEXAS COMMUNITY HEALTH CENTERS (CTCHC), A 501 (c)(3) NON-PROFIT CORPORATION, DOING BUSINESS AS COMMUNITYCARE, AND FORMERLY COMMUNITY CARE, AN ORGANIZATION AFFILIATED WITH BUT NOT OWNED BY THE TRAVIS COUNTY HEALTHCARE DISTRICT. (9:52 AM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item A1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**A.2 APPROVE CONTRACT AWARD FOR MEDIATION SERVICES TO COACH CENTRIC. (9:56 AM)**

**Members of the Court heard from:** John Hille, Assistant County Attorney; and Cyd Grimes, Travis County Purchasing Agent.

**Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item A2.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge noted that approval of Item A2 is subject to the Consultant signing the agreement, and Risk Management submitting a requisition.

**A.3. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE MEDIATION OF CLAIMS BY KAREN STEITL, INCLUDING SETTLEMENT OFFER IN EEOC CHARGE NO. 31C-2008-01470. (EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071 (CONSULTATION WITH ATTORNEY AND 551.074 PERSONNEL MATTERS) (10:01 AM) (4:15 PM)**

**Clerk's Note:** Judge Biscoe announced that Items A3 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item A3 to be reposted on March 17, 2009.

**ADJOURNMENT**

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to adjourn the Voting Session. (4:21 PM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**MINUTES APPROVED BY THE COMMISSIONERS' COURT**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

Travis County Commissioners Court Agenda Request

CR

Voting Session Tuesday, March 31, 2009 Work Session \_\_\_\_\_  
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of March 17, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.



## MINUTES OF MEETING MARCH 17, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 17<sup>th</sup> day of March 2009, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:01 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:42 PM and adjourned at 1:42 PM.

The Commissioners Court reconvened the Voting Session at 1:42 PM.

The Commissioners Court retired to Executive Session at 1:42 PM.

The Commissioners Court reconvened the Voting Session at 4:24 PM.

The Commissioners Court adjourned the Voting Session at 4:30 PM.

### CITIZENS COMMUNICATION

**Members of the Court heard from:** Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; Maurice Priest, Travis County Resident; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Dana Hess, Employment Specialist, HRMD; and Adele Noel, Air Quality Project Manager, Transportation and Natural Resources (TNR). (9:15 AM)

### CONSENT ITEMS

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident; and Gus Peña, Travis County Resident.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to approve the following Consent Items: C1-C2 and Items 4, 5.A&B, 6, 7, 9, 11, 13, 14, 15, 16, 19, 21, 22, and 24. (9:31 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF MARCH 3, 2009.

### RESOLUTIONS AND PROCLAMATIONS

- 1. APPROVE PROCLAMATION RECOGNIZING MR. JIM NIXON FOR HIS MANY YEARS OF SERVICE TO THE MANCHACA VOLUNTEER FIRE AND RESCUE DEPARTMENT AND THE EMERGENCY SERVICES DISTRICT NO. 5 BOARD. (COMMISSIONER HUBER) (9:36 AM)

**Members of the Court heard from:** Mark Nixon, son of Jim Nixon, Natalie Nixon, daughter of Jim Nixon, Joe Leija, son-in-law of Jim Nixon, and Diane Nixon-Leija, daughter of Jim Nixon.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to approve the Proclamation in Item 1.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**SPECIAL ITEMS**

- 2. RECEIVE STATUS REPORT REGARDING THE GOVERNOR'S REQUEST FOR A PRESIDENTIAL DISASTER DECLARATION DUE TO DROUGHT CONDITIONS. (9:40 AM)

**Members of the Court heard from:** Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services

Discussion only. No formal action taken.

- 3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:45 AM)

**Members of the Court heard from:** Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; and Hershel Lee, Interim Fire Marshal.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez that we lift the burn ban and put it back on next week, March 24, 2009 for re-evaluation.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 3 to be reposted on March 24, 2009.

**PLANNING AND BUDGET DEPT. ITEMS**

- 4. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:31 AM)

**Clerk's Note:** Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:31 AM)
  - A. NEW GRANT CONTRACT WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS FOR TRANSPORTATION AND NATURAL RESOURCES TO UTILIZE A SUSTAINABLE SYSTEM FOR COMPOSTING FOOD WASTES AT THE DEL VALLE FACILITY; AND
  - B. GRANT CONTRACT AMENDMENT WITH THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR THE JUVENILE PROBATION DEPARTMENT TO AMEND THE FISCAL YEAR 2008 RESIDENTIAL SUBSTANCE ABUSE TREATMENT GRANT TO DE-OBLIGATE \$240 OF UNSPENT FUNDS AND CLOSE THE GRANT.

**Clerk's Note:** Items 5.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### ADMINISTRATIVE OPERATIONS ITEMS

6. 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 \$1,023,376.13 FOR THE PERIOD OF FEBRUARY 27 TO MARCH 5, 2009. (9:31 AM)

**Clerk's Note:** Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:31 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## JUSTICE AND PUBLIC SAFETY ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE GRANT ADJUSTMENT NOTICE FOR AN EXTENSION OF THE 2006 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT PERFORMANCE PERIOD. (9:35 AM)

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 8.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE CRIMINAL JUSTICE PLANNING TO USE FISCAL YEAR 2009 GENERAL FUND AMOUNT OF \$1,046.02 TO PAY OUTSTANDING INVOICES FOR EXPENDITURES MADE BY THE GRANT FUNDED MENTAL HEALTH PUBLIC DEFENDER OFFICE IN FISCAL YEAR 2008. (9:31 AM)

**Clerk's Note:** Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### PURCHASING OFFICE ITEMS

10. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070340DG, VANDERWEIL FACILITY ADVISORS, INC., FOR PROFESSIONAL CONSULTING SERVICES. (10:08 AM)

**Members of the Court heard from:** Roger El Khoury, Director, Facilities Management.

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 10.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

11. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS080260DG, STRUCTURES PE, LLP, FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES. (9:31 AM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE MODIFICATION NO. 10 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD., FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT EAST SERVICE CENTER. (10:08 AM)

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 12.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

13. APPROVE MODIFICATION NO. 5 TO CONTRACT NO. PS070046ML, RENEA HICKS, FOR LEGAL SERVICES. (9:31 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE ISSUANCE OF JOB ORDER NO. 40, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (9:31 AM)

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ACCEPT THE DEDICATION OF STREET AND DRAINAGE FACILITIES FOR THE VILLAGES OF HIDDEN LAKE, PHASE 3B, PHASE 4C AND PHASE 5B, THREE SUBDIVISIONS IN PRECINCT TWO. (COMMISSIONER ECKHARDT)  
(9:31 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PFLUGERVILLE FOR THE CONSTRUCTION OF GILLILAND CREEK TRAIL, PHASE III SUBDIVISION IN PRECINCT TWO. (COMMISSIONER ECKHARDT)  
(9:31 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## HEALTH AND HUMAN SERVICES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST FOR TRAVIS COUNTY TO JOIN THE NACO PRESCRIPTION DISCOUNT CARD SERVICES AND/OR ANY OTHER PRESCRIPTION CARD SERVICE. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:12 AM) (1:42 PM) (4:25 PM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); and Ana Almaguel, Planner, TCHHS&VS.

**Clerk's Note:** Judge Biscoe announced that Item 17 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to deny the National Conference of Counties (NACO) request at this time; that we authorize the County Judge to send a letter or e-mail explaining the reasons why; that we pursue the other program that we discussed, and if the things work out as we think that we go with that one, if not, we got with NACO.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



18. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RECOMMENDATIONS REGARDING THE APPOINTMENT OF TWO MANAGERS TO THE TRAVIS COUNTY HEALTHCARE DISTRICT BOARD:  
(10:25 AM)
- A. REDUCING THE 13 APPLICANTS TO A SHORT-LIST OF 6 OR LESS;
  - B. SETTING A DATE TO CONDUCT INTERVIEWS; AND
  - C. ADOPTING A PROCESS TO MAKE FINAL DECISIONS.

**Clerk's Note:** Items 18.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS; and John Hille, Assistant County Attorney.

**Clerk's Note:** The Court discussed setting the date for the interviews.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we schedule these interviews for next Thursday, March 26, 2009, beginning at 1:00 PM and intend to complete them by 5:00 PM.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed a short-list of six applicants recommended.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the six recommended by Sherri Fleming, Executive Manager, TCHHS&VS.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM 18 CONTINUED**

**Clerk's Note:** The Court discussed the process from interview to appointment:

- The interviews will take place Thursday, March 26, 2009, which will be posted as a voting session, with the Court indicating to an intention to appoint board members, if ready;
- If no indication to appoint the board members is made during the March 26, 2009 voting session, the item will be reposted for Tuesday, March 31, 2009 with the announcement of the intention to appoint triggering the request for the financial disclosure documents from the two appointees; and,
- Final action would then be taken on April 7, 2009 to officially appoint the two board members.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the process.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court noted that questions would be welcomed from the City of Austin Council for the joint board member.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO SUBMIT A NOTICE OF INTENT TO APPLY TO THE TEXAS EDUCATION AGENCY FOR A TEXAS 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS GRANT.  
(9:31 AM)

**Clerk's Note:** Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED JOINT RESOLUTION OF THE AUSTIN INDEPENDENT SCHOOL DISTRICT, CITY OF AUSTIN AND COUNTY OF TRAVIS IN THE STATE OF TEXAS REGARDING FAMILIES, CHILDREN, NEIGHBORHOODS AND SCHOOLS. (JUDGE BISCOE) (9:49 AM)

**Members of the Court heard from:** Council Member Laura Morrison, City of Austin; Bert Lumbreras, Assistant City Manager, City of Austin; and Gus Peña, Travis County Resident.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis that we approve the Joint Resolution.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**OTHER ITEMS**

- 21. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:31 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 22. APPOINT ADRIENNE ISOM TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION AS A PRECINCT ONE APPOINTEE, TERM EFFECTIVE UNTIL JANUARY, 2011. (COMMISSIONER DAVIS) (9:31 AM)

**Clerk's Note:** Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 23. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM DANIEL KALLICK TO WAIVE PENALTY AND INTEREST ON TAXES DUE. (JUDGE BISCOE) (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:01 AM) (1:42 PM) (4:25 PM)

**Members of the Court heard from:** Daniel Kallick, Travis County Resident.

**Clerk's Note:** Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis to deny the request; that we authorize the County Judge to send a letter to Mr. Kallick explaining the reasons why; that we run that draft letter by Elliot Beck, Assistant County Attorney before sending it, so that we make sure we get the reasons why.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 24. APPOINT SANTO J. (BUDDY) RUIZ TO SERVE ON THE BOARD OF THE AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER. (COMMISSIONER GÓMEZ) (9:31 AM)

**Clerk's Note:** Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The Court noted that this appointment was to fill an un-expired slot, and will be effective immediately through September 30, 2009.

**AT 11:00 A.M.**

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (10:54 AM)
  - A. LEGISLATION RELATING TO APPRAISAL CAPS AND REVENUE CAPS, INCLUDING HOUSE BILL 1576, AND SENATE BILLS 402 AND 700;
  - B. HOUSE BILL 562 - RELATING TO CERTAIN EMPLOYMENT FUNCTIONS OF COUNTY GOVERNMENT;
  - C. HOUSE BILL 337 - RELATING TO THE COSTS OF HOLDING CERTAIN JOINT ELECTIONS;
  - D. LEGISLATION RELATING TO LOCAL OPTIONS FOR TRANSPORTATION FUNDING, INCLUDING HOUSE BILLS 9, 1674 AND 3448, AND SENATE BILLS 855 AND 942; AND
  - E. **ADDED ITEM: HOUSE BILL 2524 - RELATING TO THE ACCURACY, SECURITY AND RELIABILITY OF CERTAIN ELECTRONIC VOTING SYSTEMS.**

**Clerk's Note:** Items 25.A-E are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; April Bacon, Assistant County Auditor; Dana DeBeauvoir, Travis County Clerk; Karen Rennick, Founder, VoteRescue; Abbe Waldman DeLozier, VoteRescue; Ronnie Gjemre, Travis County Resident; Joe Gieselman, Executive Manager, TNR; and Greg Knaupe, Legislative Consultant, Santos Alliance, Inc.

**Clerk's Note:** The Court discussed a resolution concerning legislation relating to appraisal caps and revenue caps including HB 1576, SB 402 and SB 700.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to approve the resolution in Item 25.A.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** By approving the resolution the Court note their opposition to HB 1576, SB 402, and SB 700.

**ITEM 25 CONTINUED**

**Clerk's Note:** The Court discussed legislation relating to certain employment functions of County Government, HB 562.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to oppose HB 562.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed legislation relating to the costs of holding certain Joint Elections, HB 337.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to oppose HB 337, for the reason stated.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed legislation relating to the accuracy, security, and reliability of certain electronic voting systems, HB 2524.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to support HB 2524.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM 25 CONTINUED**

**Clerk’s Note:** The Court discussed legislation relating to local option for transportation funding, including HB 9, 1674, and 3448, and SB 855 and 942.

**Clerk’s Note:** The Court discussed the following talking points:

- The transportation infrastructure of central Texas is not keeping pace with the growth of population and travel demand because there are insufficient funds.
- Travis County supports a diversity of local transportation funding options that generate substantial new revenue for mobility projects.
- The governance of central Texas funding options should be both efficient and accountable. Travis County firmly believes in taxation with representation. The new taxes and fees as well as the transportation projects supported by those taxes and fees should be determined by the County Commissioners Court acting in its proper constitutional role.
- The dates of the election, ballot language, bond fund covenants, and fund accounting/reporting should be consistent with the county’s standard principles and practices.
- The County should have maximum flexibility in the choice of funding options and projects presented to the voters. Projects should be consistent with the adopted transportation plan of the Metropolitan Planning Organization (MPO) and selected in consultation with the member organizations of the MPO as well as the public at large.
- All transportation providers/implementers (county, cities, transit authority, mobility authorities, etc.) should be eligible to contract with the County to develop approved projects.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to approve the talking points in Item 25.D.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk’s Note:** The Court noted that Judge Biscoe will communicate the Court’s position before the Senate Transportation and Homeland Security Committee at its meeting on Wednesday, March 18, 2009 at 2:00 PM.

### EXECUTIVE SESSION ITEMS

- 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

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.

- 26. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUESTED SALE OF TWO EASEMENTS ON COUNTY-OWNED LAND AT THE TRAVIS COUNTY DEL VALLE CORRECTIONAL COMPLEX TO ALLOW FOR UTILITY SERVICE TO AN ADJOINING PROPERTY IN PRECINCT FOUR. (COMMISSIONER GÓMEZ) <sup>1 AND 2</sup> (1:42 PM) (4:26 PM)

**Clerk's Note:** Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we authorize the preparation of easement documents; that we notify the other parties of the Texas Department of Transportation (TXDOT) project that may impact this area.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 27. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN THE MATTER OF TRAVIS COUNTY V. FLINT HILLS RESOURCES, L.P. AND KOCH PIPELINE CO., L.P. <sup>1</sup> (1:42 PM) (4:26 PM)

**Clerk's Note:** Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 27 to be reposted on March 24, 2009.



28. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE MEDIATION OF CLAIMS BY KAREN STEITL, INCLUDING SETTLEMENT OFFER IN EEOC CHARGE NO. 31C-2008-01470. <sup>1 AND 3</sup>  
(1:42 PM) (4:26 PM)

**Clerk's Note:** Judge Biscoe announced that Items 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

**Members of the Court heard from:** Sherine Thomas, Assistant County Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to reject the settlement offer, and that we counter with something that is real close; that we agree to transfer Ms. Steitle's slot and her compensation to a comparable position in Health and Human Services Department; and that we compromise the request for sick leave by offering 24 hours or 3 days, which is one-half of her request; that is the restoration of 24 hours sick leave, because it has already been taken.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

29. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CONTRACT WITH THE STAR OF TEXAS FAIR AND RODEO, INCLUDING CERTAIN SIGNAGE PLACED IN THE LUEDECKE ARENA AT TRAVIS COUNTY EXPOSITION CENTER. <sup>1</sup> (1:42 PM) (4:27 PM)

**Clerk's Note:** Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis that we authorize the County Attorney to draft an appropriate draft letter to circulate to Court members for approval, and that once we have a final copy, that we sign it and send to the attorney for the Star of Texas Rodeo as well as the officers and members. If we can get names and addresses, that we try to get that in the mail by late tomorrow, March 18, 2009, if possible; if not, by Thursday morning, March 19, 2009. This is a "time is of the essence" action.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

### ADDED ITEMS

- A1. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN SETTLEMENT OFFER ON ATTORNEY'S FEES; IN RELIABLE CONSULTANTS, INC., D/B/A DREAMERS V. RONNIE EARLE, ET AL NO. A-0-CA-086-LY. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (1:42 PM) (4:28 PM)

**Clerk's Note:** Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we authorize the County Attorney to agree that \$60,000.00 is a reasonable amount in attorneys fees; that we authorize the appropriate filing of a motion to bifurcate to give the Court an opportunity to land on who owes that reasonable attorneys fee. So far we have taken a position that Travis County does not owe that, and it continues to be our position.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- A2. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE WITH COMPLAINT REGARDING ACTIVITIES AT THE EAST RURAL COMMUNITY CENTER. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (1:42 PM) (4:29 PM)

**Clerk's Note:** Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Sherine Thomas, Assistant County Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that the Court draft an appropriate letter asking the Board to take appropriate responsive action, and that we authorize County Commissioner Davis to sign that letter on behalf of the Court, involving the matter that has come to our attention.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** Commissioner Davis requested the addition of language to the letters as discussed in Executive Session, to modify those draft letters.

- A3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE DEDICATION OF THE TRAVIS STATE JAIL (COMMUNITY JUSTICE CENTER) FAMILY VISITATION CENTER, INCLUDING: (10:44 AM)

- A. INVITATION;
- B. AGENDA AND CEREMONY; AND
- C. PRESS RELEASE.

**Clerk's Note:** Items A3.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP); and Roger El Khoury, Director, Facilities Management.

### ITEM A3 CONTINUED

**Clerk's Note:** The Court discussed that the dedication of the Family Visitation Center will take place on Friday, April 3, 2009 at 3:00 PM.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve the invitation.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed the following recommendations for the Agenda and Ceremony:

- To list the Chairman of the Board for Criminal Justice;
- To list all the Commissioners Court in case they wish to speak;
- List all of the members of the State Board, and note they are invited to give comments; and,
- List all of the Advisory Committee members, and anyone else instrumental in helping to complete this project.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve all the recommendations.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve the press release in Item 18.C.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## ADJOURNMENT

**Motion by** Commissioner Davis **and seconded by** Commissioner Huber to adjourn the Voting Session. (4:30 PM)

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## MINUTES APPROVED BY THE COMMISSIONERS' COURT

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Date of Approval

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Samuel T. Biscoe, Travis County Judge


AGENDA REQUEST

Last Updated 3-26-09

VS #

**C3** ✓

Please consider the following item for voting session 03/31/2009

- I. A. Request made by: Commissioner Ron Davis  
Phone No. 854-9111
- B. Requested Text:  
**Reappoint Jarrel Larson to serve on the Board of Commissioners for Travis County Emergency Services District # 13 to a two year term effective immediately until January 1, 2011.**
- C. Approved by:   
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)

- 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 Eight copies).

- B. Have the agencies affected by this request been invited to attend the Voting Session? YES X NO

Please list those contacted and their phone numbers:

**Marilyn Samuelson – 512-281-4116**

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COUNTY JUDGE'S OFFICE  
09 MAR 18 PM 1:21

- III. PERSONNEL  
A change in your department's personnel. ( reclass., etc.)

- IV. BUDGET REQUEST:  
If your request involves any of the following please check:  
    Additional funding for your department  
    Transfer of funds within your department budget  
    A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

5507 Delwood Dr.  
Austin, TX 78723  
March 12, 2009

The Honorable Ron Davis  
Travis County Commissioner, Pct. One  
P.O. Box 1748  
Austin, TX 78767

Re: Reappointment as Commissioner to  
Travis County Emergency Services District # 13

Dear Commissioner Davis:

This letter serves as my request for reappointment as Commissioner to the  
Travis County Emergency Services District # 13.

Thank you for your consideration to this matter.

Sincerely,

Jarrel Larson

COMMISSIONER'S OFFICE  
TRAVIS COUNTY  
2009 MAR 18 PM 12:09

C4



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09 MAR 23 AM 10:22

# Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**REAPPOINT RICK CONEWAY TO SERVE AS A PRECINCT THREE REPRESENTATIVE ON THE BOARD OF EMERGENCY SERVICES DISTRICT NO. 3 EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2010.**

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.

DANNY HOBBY, EMERGENCY SVCS	854-4416

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, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



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COUNTY JUDGE'S OFFICE  
09 MAR 23 AM 10:23

# Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**REAPPOINT JOHN VILLANACCI TO SERVE AS A PRECINCT THREE REPRESENTATIVE ON THE BOARD OF EMERGENCY SERVICES DISTRICT NO. 3 EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2010.**

C. Sponsor: *Karen Huber*  
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.

DANNY HOBBY, EMERGENCY SVCS	854-4416

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, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

C6

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RECEIVED  
COUNTY BUDGET OFFICE

# Travis County Commissioners Court Agenda Request

Meeting Date: March 31, 2009

09 MAR 23 AM 10:23

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

**REAPPOINT ROBERT TAYLOR TO SERVE AS A PRECINCT THREE REPRESENTATIVE ON THE BOARD OF EMERGENCY SERVICES DISTRICT NO. 3 EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2010.**

C. Sponsor: *Karen Huber*  
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.

DANNY HOBBY, EMERGENCY SVCS	854-4416

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, Travis County Code - Policy & Procedure

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.